

7/14/57

INLAND STEEL COMPANY
Indiana Harbor Works

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 16-E-61
Docket No. IH 22-22-5/23/56
Arbitration No. 186

Opinion and Award

Appearances:

For the Company:

William L. Ryan, Assistant Superintendent, Labor Relations
William A. Dillon, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Staff Representative
Fred Gardner, Chairman, Grievance Committee
Joseph Wolanin, Secretary, Grievance Committee
S. Logan, Vice Chairman, Grievance Committee
Peter Calacci, President, Local Union
John Sargent, Grievance Committeeman

Late in 1955 the Company purchased a new 48" Stamco Slitter. Its installation was completed late in March, 1956. The Company informed the Union that the two operating jobs on the equipment (Operator and Helper) would appear on a promotion sequence diagram in separate straight two-step sequences stemming from the Labor Pool. Notices of two permanent job vacancies were posted on March 17, 1956. The interim rates established (an incentive plan was subsequently installed) placed Operator in Job Class 13 and Helper in Job Class 6.

Operations were commenced on the equipment on April 2. On April 6 the "Slitter Sequence Crews" grieved that the new sequence on the 48" Stamco Slitter "did not meet the criteria set up in Article VII Section 3 of the Agreement". The relief requested was "to make the 48" Stamco Slitter sequence part of the present Shear and Slitter Sequence in the Cold Strip."

The Stamco Slitter is located in the Cold Strip Mill in which there is a "promotional sequence diagram" entitled "Shears and Slitters Sequence." The first job in this multi-job sequence, proceeding upward from the Labor Pool, is the Mesta Feeder. The sequence branches off from that job in two directions. In one direction appears the Mesta Inspector and above that job the Mesta Operator. In the other direction the sequence leads to Streine Feeder. The sequence again forks into two groups above Streine Feeder. On one branch, in ascending order, are the Streine Inspector and the Streine Operator; on the other, Halden Feeder, Halden-Piler Inspector and Halden Operator.

The Stamco Slitter here involved is employed for slitting the same material as is processed by the Streine and Halden equipment. The only differences reflected in the record of this case are that on the Streine equipment manual tension is used and on the Stamco real tension; on the Streine there is a crew of 3 men and, on the Stamco, on which the Operator handles the scrap, a crew of 2 men. A Streine operator who was temporarily a Stamco operator testified that he required but 30 minutes of "break-in" time to familiarize himself with the controls of the Stamco equipment. When asked if he would say that "the operation of the Stamco Slitter is practically the same as the Streine Slitter" he replied, "There was no difference at all." The record also discloses the fact that a Mesta Inspector from the Shears and Slitters Sequence described above, without previous training, was assigned to fill in a temporary vacancy on the Stamco Operator Helper job, and presumably did so satisfactorily without a break-in period.

It would appear, insofar as the facts placed on the record are concerned, that we are dealing here with new equipment not differing significantly from the older Streine Slitters. We seem not to be involved with a radically changed and entirely different process (such as might be illustrated by the changes that took place on the galvanizing line) but the addition, simply, of equipment characterized by technological improvements and more efficient and economical performance than the machinery previously utilized. The record of the case compels the conclusion that in the general function performed by the Stamco Slitter and in its mode of operation it is related intimately to the equipment operated by employees who were in the Shears and Slitters Sequence. The contract provisions involved are those set forth in Article VII Section 3 of the 1954 Agreement which read as follows:

"Within a reasonable time after the signing of this Agreement, but not later than ninety (90) days, the various jobs in the bargaining unit within each department shall be arranged by the Company into definite promotional sequences in accord with logical work relationships, supervisory groupings and geographic locations, and such sequences shall be set up in diagram form. It shall be a specific objective to establish such promotional sequences, insofar as possible, in such manner that each sequence step will provide opportunity for employees to become acquainted with and to prepare themselves for the requirements of the job above. The arrangement of occupations within a promotional sequence shall be in ascending order of total average earnings on the job concerned, and any permanent change in such earnings shall be the basis for realignment of the job within the sequence. Where job earnings are approximately equal, the job generally regarded as most closely related to the next higher job shall be the higher in the sequence arrangement,

"The promotional sequence diagrams, together with a list of the employees in the sequence and their relative relationship therein, shall be given to

the grievance committeeman for the department involved within said ninety (90) day period, and such grievance committeeman shall confer with the Company regarding any changes therein he deems necessary or desirable. The diagrams and lists proposed by the Company shall be posted upon the bulletin boards in the department involved. Such diagrams and lists shall take effect at the time of posting, subject to being revised under the grievance procedure of Article VIII hereof, beginning with Step 2.

"The diagram lists of employee relationships shall be posted and shall be kept up-to-date by the departmental management. Where a permanent change in the relationship of jobs in a sequence takes place or new jobs are installed, the sequence diagrams and lists referred to in this Section shall be revised under the principles set forth above."

The Company regards the two jobs on the Stamco Slitter as "new jobs" within the meaning of the last paragraph quoted and, accordingly, requiring revision of the diagrams of sequences under the principles contained in the Agreement. It concedes that it might have placed the new jobs into existing sequences or have established a new sequence, stemming from the Labor Pool (as it did in this case). However, the Company asserts that the choice and the decision, under the quoted section is confided to it alone and that such choice and decision may not be questioned so long as the criteria are fulfilled. The Company proceeds to analyze the sequence complained of by the Union in the light of each of these criteria, namely, logical work relationships, supervisory groupings, geographic locations, opportunity to train for the next occupation, and ascending order of total average earnings. This analysis, set forth in the Company's pre-hearing brief and in the record, reaches the conclusion that each of the criteria has been satisfied. The opposite conclusion is reached by the Union on an equally painstaking and careful analysis. These analyses differ in approach and method in that the Company's study focuses attention exclusively on the two jobs under discussion without relationship to other jobs in the department; the Union considers these jobs in their relationship to the jobs in the existing Shear and Slitters Sequence in the Cold Strip Department. Thus, for example, with respect to the criterion of "logical work relationships" the Company asserts that the jobs on the Stamco Slitter "are clearly related to one another in a logical manner because they are the occupations assigned to the operation of the Stamco Slitter," and therefore "it cannot be disputed that the Stamco Slitter Operator and Operator Helper occupations are established so as to provide logical work relationships." The Union, on the other hand, claims that the "criterion of logical work relationship has not been met by the Company in setting up the Stamco Slitter occupations in a separate sequence, since jobs within the department, having a logical work relationship, have not been grouped within a definite promotional sequence as provided for in Section 3." Similar declarations are made by each party in support of its position with respect to the fulfillment of the other criteria.

Section 3 and the preamble to Article VII, relied on by the Union, do not furnish that clarity and lucidity of direction which each of the parties professes to see in the words. The language itself does not give complete support to either party. It refers to the necessity, within the time limit, of arranging "the various jobs in the bargaining unit within each department" into sequences in accordance with the criteria but it does not make it clear that the area of consideration is as narrow as is claimed by the Company or as broad as is claimed by the Union. In the absence of clear and unequivocal contractual language, I am obliged to rely upon the intentions of the parties to the extent that they can be drawn from the substance of the provisions of Article VII Section 3 and their organization in the contract. I conclude that it was the intention of the parties to confer a large measure of authority and choice upon the Company in determining whether a new job should be included in an existing sequence or in a separate sequence stemming from the Labor Pool. But, despite this, the Union may question Management's determination in situations like that presented by the facts in this record. There are abundant indications of comparability and relationship in the function and mode of operation of the new Stamco equipment and the older equipment. The skills utilized on one group of machines in the Department are easily transferrable to the other. They may be said to bear a logical work relationship to each other. The operation of both groups of equipment is under the direction and control of the same supervisors. They are located in the same general area. Experience on jobs in the existing Shear and Slitter sequence provides training for work on the Stamco Slitter. Article VII Section 3, in the first paragraph thereof, refers on three separate occasions "to promotional sequences." If promotional opportunity is to be regarded as one of the important objectives of these sequences, it would seem that the objective would be advanced more satisfactorily by placing these "new jobs" in the existing sequence than in a separate new sequence. Similarly, job security and reinstatement after lay-off, referred to in the preamble of Article VII as among the objectives of that Article, would be promoted by placing the Stamco Slitter jobs in the existing sequence.

The Company does not attempt to demonstrate how or why the objectives of Article VII will be served by the creation of a new and separate sequence. Its position is characterized by the answer given to the Arbitrator's question as to what consideration moved the Company in establishing a separate sequence. That answer was "The consideration in this case is that the Company saw fit to put it in a sequence by itself * * * And we need not to advance any other reasons other than that so long as we formulate this sequence and this sequence meets the criteria as set forth in Article VII Section 3." (Transcript p. 52).

I do not agree with the Company's view that its authority is as broad and unrestricted as it represents it to be, nor that in applying the criteria to the facts of this case attention is to be focused solely on the two new jobs to the utter exclusion of any relationship they may bear to jobs in an existing sequence. The attainment of the purpose and intention of the parties and the goals and objectives of Article VII require a wider range of consideration. On the record of this case I conclude that the criteria are satisfied and fulfilled to greater measure by including the Stamco Slitter jobs in the existing Shears and Slitter Sequence.

AWARD

The grievance is granted.

Peter Seitz,
Assistant Permanent Arbitrator

Dated: July 19, 1957