

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 1010

)
) Grievance No. 4-F-12
) Docket No. IH 257-250-2/3/57
) Arbitration No. 270
) Opinion and Award

Appearances:

For the Union:

Cecil Clifton, International Representative
Joseph Wolanin, Acting Chairman, Grievance Committee
Nick Koleff, Grievance Committeeman

For the Company:

L. E. Davidson, Assistant Superintendent, Labor Relations
R. J. Werntz, Divisional Supervisor, Labor Relations
T. G. Lutz, Assistant Director, Business Procedures
P. F. Connor, Assistant Manager, Production Control
H. H. Cummins, Supervisor, Industrial Engineering
D. L. Gott, Job Analyst, Wage and Salary

Four employees who had filled the occupation of Coordinator at the #1 Open Hearth complain that the Company eliminated the occupation, distributed the duties among other employees (some in the bargaining unit, some not) and ask to be restored to the occupation of Coordinator with back pay.

It appears from the record that prior to 1941, at a time when the demand upon the basic steel industry, and, in particular, this Company, was for fewer and simpler grades of steel and high standards of quality control were not as imperative as they are today, there was a relatively primitive system of communication among those in the #1 Open Hearth Department who had important decision-making duties to perform at various stages of the processing. Hand signals and other informal communicative devices were in common use. However, by 1941, because of steel scrap conditions and pressures for greater diversification in product and quality demands, it became necessary to assign employees to the job of maintaining a proper flow of information between Melters, Pit Foremen, Blooming Mill Foremen, Stock Chasers and others. The job of Coordinator was established; but it was not described and classified until August, 1951. The evaluation of the factors resulted in its assignment to Job Class 11. The four grievants in this case were incumbents of

that occupation until August 11, 1957 when the occupation was "discontinued" and the grievants were assigned to occupations in a lower rated job class.

On August 11, 1957 the Company placed into effect what it regards as the third stage in the evolution of the procedures relating to decision-making in the #1 Open Hearth Department. Drawing upon its favorable experience in the #2 Open Hearth Department where there are no bargaining unit employees who serve as Coordinator, it undertook a relocation of key personnel and a large installation of telephones, a telautograph system and a pneumatic tube system. The Company represents that this change involved an expenditure of \$225,000.00 - a figure mentioned only to demonstrate that the equipment installations and relocations of personnel were of substantial magnitude.

First, the Union makes a procedural claim that in the grievance procedure steps the Company justified its elimination or "discontinuance" of the Coordinator occupation by reference to Paragraph 6 (Article II, Section 1) which requires the Company to advise the Union of revisions of lists of occupations by reason of

"the establishment of new occupations or the changing or discontinuance of existing occupations". (Underlining supplied.)

This, argues the Union, is not a provision granting authority to eliminate occupations which were "in effect" on August 6, 1956 and, under Paragraph 50 (Article V, Section 4) are required to "remain in effect" for the life of the current Agreement except as changed by mutual agreement or as provided by Paragraph 60 et seq. (Article V, Section 6). The Union argues that the Company's only authority to "eliminate" occupations is to be found in Paragraph 29 (Article IV: the Plant Management Clause), not relied upon by the Company in the grievance steps. The Company, then, comes to the arbitration step, says the Union, basing its case on a provision which does not confer power to eliminate occupations, and without having previously referred (and without having referred at the arbitration step) to the provision which confers such power.

The Arbitrator does not regard this point as material to the disposition of the case. It is clear that the Union recognizes the right of the Company to "eliminate" or "discontinue" occupations in a proper situation, regardless of the source from which its right or power to do so may be derived. The Union was not misled or surprised, to its disadvantage or prejudice, in the preparation of its case for arbitration. Accordingly, the Union's procedural objections are overruled.

The Union argued, on the merits, that here there was no legal basis for the elimination of the occupation of Coordinator; that Paragraph 50 commands that that occupation "remain in effect for the life of this Agreement" and that if the Company had changed the methods of the performance of the Coordinator's duties, it should have proceeded to redescribe and reclassify the job under Article V, Section 6.

The Company's position is that the relocation of personnel and the installation of the new system of communication has completely eliminated the need for performance by Coordinator of the duties of the job.

The facts in the case are numerous and complex and will be dealt with broadly.

Important decision-making having to do with the processes in and the operation of equipment of the #1 Open Hearth Department has been confided, traditionally, to Melter, Pit Foreman, Stock Chaser, Quality Control Personnel, Pit Recorder in the #1 Bloomer and the Provider. The offices of these individuals were located at some distance from each other and the operations for which each bore a measure of responsibility covered a very considerable area. Efficient and responsible performance of their duties requires that they be kept well informed, in timely fashion, of all plans and schedules for plant operations in order that each might prepare himself and the area and personnel for which he is responsible for the demands that might be made upon them. This need is underlined by the number of unforeseen events which could occur in the Open Hearth operation that might materially affect operations and handling in later stages of processing, such as in the #1 Bloomer.

The need was met (until August 11, 1957) by the assignment of one Coordinator to each turn. As expressed in his job description, his primary function was to

"Coordinate Open Hearth stocking, melting, and tapping activities with 36" Mill rolling schedule."

The Coordinator ranged over the vast distances of the Department, observing, gathering information, supplying information and, in general, bringing to the various principal decision-makers in the stocking, melting, tapping and other processes intelligence as to what was occurring in other levels of operations in order that they might accommodate themselves thereto and plan and schedule their responsibilities accordingly. According to one Company witness, the Coordinator walked about 75 percent of the time.

The methods and avenues of communication between various decision-making employees in the period prior and subsequent to the "changes" instituted on August 11, 1957 may be shown, roughly, by the following:

1. Melter with Open Hearth Pit Foreman:
Prior: Personal contact with each by Coordinator.
After: Direct personal telephone communication between them.
2. Open Hearth Pit Foreman with Provider (day turn), Turn Foreman (night turns), and Pit Recorder located at #1 Bloomer:
Prior: Personal contact with each by Coordinator.
After: a) Provider was moved from #1 Bloomer to Melter's office and has direct personal telephone communication with Pit Foreman. He now talks to Melter instead of sending messages.
b) Providers on duty now around the clock. The Turn Foreman of #1 Bloomer and Pit Recorder of #1 Bloomer now use telephone and pneumatic tube to communicate with Provider.
3. Melter with Provider, Turn Foreman and Pit Recorder at #1 Bloomer:
Prior: a) Personal contact with each by Coordinator and telephone contact by Coordinator through telephones located at Quality Control and Melter's office on Open Hearth floor.
After: a) Melter and Provider now in same office and no other instrumentality of communication necessary.
b) Melter now has access to three telephones while attending to floor duties. Instruments were installed on every open hearth furnace. Instead of sending messages and reports via Coordinator Melter telephones #1 Bloomer Turn Foreman and Pit Recorder and there is a pneumatic tube between his office (shared with Provider) and #1 Bloomer.
4. Melter with Open Hearth Scrap Yard Stock Chaser:
Prior: Personal contact by Coordinator, frequently on Open Hearth floor.
After: Telephone line has been installed for Melter and Stock Chaser to communicate directly and personally if they do not have personal contact on Open Hearth Floor.

Previously, the Coordinator carried messages to #1 Blooming Mill personnel who changed and maintained the 24 hour lineup;

at present the lineup is prepared in the Provider's office which he shares with the Melter and is then sent by the pneumatic tube mentioned above to the Blooming Mill. Previously, the Blooming Mill Pit Recorder wrote the rolling instructions; presently, the Turn Provider does this and sends it to the Mill by pneumatic tube. The providing function, formerly was performed in the #1 Blooming Mill; now it is performed in a central providing office located on the Open Hearth floor in proximity to Quality and Production Control personnel.

It is evident that the installation of additional communication equipment (the Company's Exhibit B-1 shows 15 or more transmitting instruments now, as against five formerly) the relocation of the Provider to a more central position and the reassignment of some functions have completely changed the ways of communicating and the opportunities of the individuals, in the named occupations, to keep each other informed of developments and operating problems. The Company insists that the demands of efficient operation called for the money expenditures and the changes made. The Union does not dispute this but contends strenuously that the functions and the duties of the Coordinator have not been eliminated - only his job - and that those functions and duties are being performed by others both in and out of the bargaining unit. The Union representative stated

"And we contend that there is a big difference between the elimination of a job, so-called elimination of a job, and the elimination of the duties of a job. It is our position that under Article V, Section 6, that so long as the duties continue to be performed then the job description and classification must remain in effect unless changed, pursuant to Article V, Section 6."

This is the central question in the case, debated at considerable length by the parties.

As viewed by the Arbitrator on the whole record, the Coordinator was primarily and principally a courier and carrier of intelligence and information. When this is said it is not implied that he is properly described as a "messenger boy" or that he performed the mechanical messenger-carrying functions of a carrier pigeon. Manifestly, in his information-disseminating and reporting functions he was obliged to be highly knowledgeable of the operations in the department, observant of processes and discriminating. These qualifications are reflected in his job description, classification sheet and job class.

Testimony of a Union witness (one of the grievants) was presented to demonstrate that the Coordinator made decisions and exercised responsibility. The principal illustrations of this were his picking a furnace to be charged and estimating top times. *No useful purpose would be served by setting forth here the detail disclosed by a careful examination of the whole record which compels the following conclusion: that it is undoubtedly a fact that, to some extent, the Coordinator engaged in decision-making that was relied upon by others in the operation of the department; but this decision-making was not of a high order and did not involve the exercise of important authority, responsibility, or initiative.* Thus, it appears, in the processing of lower grades of steel, there are some standard guides and procedures prescribed. Within these established guides and procedures the Coordinator very probably made decisions - but this was not an important aspect of his over-all operations. He was the eyes, the ears and the verbal transmitter of the decision-makers (Melter, Provider, Pit Foreman, Pit Recorder, et cetera), rather than a decision-maker himself. Thus, even accepting, arguendo, the position of the Union that the responsibilities of the Coordinator were greater than those which the Company appears to be willing to concede, his function was to "coordinate", in the sense of transmitting information that would further and synchronize the work of others to the end that they might make their decisions with full knowledge of the impending circumstances, rather than in making important decisions himself and in telling others what to do and how.

This conclusion is not invalidated by the Union's observation that the "basis for rating" in the Coordinator's classification for the factor "Mental Exertion" includes "decide on changes and irregularities, etc."; or that other terms employed in his Job Classification or Job Description warrant a finding that he had decision-making responsibilities. One of the Company witnesses testified that

"The Coordinator was held accountable for transmitting the information to the people that needed the information. He was not held accountable for the actions that those people took."

The Coordinator, it may be assumed, was also held accountable for failure to observe what he was expected to report. Indeed, on one occasion, it seems, one of the grievants was disciplined not for the failure to make a decision, which resulted in damage and loss, or for making the wrong decision, but for the failure to inform another of the facts on the basis of which his decision would have been changed.

Thus, if it can be said at all, it is only in an extremely limited and in a very special sense that it can be said that the functions and the duties of the Coordinator persist and that they are currently being performed by others. The "coordination" of operations (in the sense of exchange and transmission of information) is as necessary today, of course, as it was before August 11, 1957. It is still important for the #1 Bloomer to be aware of the changes that might be called for in the event of unforeseen occurrences in the Open Hearth process; but the efficiency and harmony between successive stages of processing is now achieved by either face to face, directly telephoned or pneumatic tube communications between those responsible for the decisions to be made at each step. This is not a change in the Coordinator's "job content" * * * (requirements of the job as to skill, responsibility, effort or working conditions)" such as is referred to in Paragraph 60 (Article V, Section 6); it is, rather, transference of the responsibility of transmitting information and intelligence from a go-between, who walks from the sender of the message to its recipient, to the sender of the information himself. It means that the medium of exchange (the Coordinator) no longer reports his observations; rather, the responsible official where operations take place has the burden, directly, to report changed situations to other responsible officials at other stages in the production process.

In other terms, here, insofar as the greatest portion of the typical duties of Coordinator are involved, there was no change in the "method" of coordinating which involves a change in the "job content" of Coordinator. Instead, that particular species of the kind of "coordination" which the Coordinator did was abandoned, utterly, in favor of direct communication. An intermediary (Coordinator) is not needed where parties speak to each other.

Viewed in this light it is immaterial that, employing the term in its most general and imprecise usage, others are now performing the function of "coordination" previously performed by Coordinators. The major function of Coordinator has disappeared and the occupation has been discontinued because, except for occasionally performed and less significant duties, information is transmitted through different agencies and instrumentalities. Under the circumstances of this case it cannot be found that the Company violated the Agreement by discontinuing the occupation of Coordinator (Article IV; Article II, Section 1).

AWARD

These grievances are denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: June 30, 1958