

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 6-F-29
Docket No. IH-307-299-4/24/58
Arbitration No. 306

Opinion and Award

Appearances:

For the Company:

R. J. Stanton, Assistant Superintendent, Labor Relations
P. Thanos, Assistant Superintendent, Labor Relations
L. R. Mitchell, Divisional Supervisor, Labor Relations
W. L. Reid, Load Dispatcher
G. A. Applegate, Job Analyst, Wage and Salary Administration
A. W. Grundstrom, Supervisor, Wage and Salary Administration
A. J. Scolnik, Industrial Engineer

For the Union:

Cecil Clifton, International Representative
Fred A. Gardner, Chairman, Grievance Committee
J. Wolanin, Secretary, Grievance Committee
J. Bierman, Grievance Committee

This grievance disputes the Company's action in creating a new supervisory occupation, Load Dispatcher, in the Power Department. The Union maintains that the Company simply transferred the major duties of the 1st Switchboard Operator to this new occupation and removed them from the bargaining unit, in violation of Article II, Section 1, and it requests that the Load Dispatcher be included in the bargaining unit.

Article II, Section 1 (Paragraphs 5 and 6) provide:

"The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of the hourly paid production, transportation, construction and maintenance employees on the payroll of the Company at its Indiana Harbor Works and its Chicago Heights Works, excluding superintendents, assistant superintendents, foremen, assistant foremen, office employees, salaried employees, technical engineers, technicians, draftsmen, chemists, bricklayers, timekeepers, watchmen and nurses.

"The occupations included within the above described bargaining unit as shown by the list thereof furnished to the Union on November 13, 1951, as revised to the date hereof, shall continue in force for the duration of this Agreement. Such listing shall be revised from time to time hereafter as occupations which are within said

unit are added to or removed from the list by reason of the establishment of new occupations or the changing or discontinuance of existing occupations, and the Union shall be advised promptly of such revisions. Should any dispute arise as to whether a new or changed occupation is within or excluded from the bargaining unit above described, such dispute may be taken up under the grievance procedure set forth in Article VIII hereof, beginning with Step 3."

Since the occupation of 1st Switchboard Operator was within the bargaining unit as of the date when the current Agreement was made on August 5, 1956, the issue for consideration is whether the new occupation set up by the Company as a salaried occupation outside the bargaining unit on the ground that it is in the category of foreman, technical engineer, and/or technician should have not been included in the bargaining unit.

Otherwise, the Union argues, the Company would be disregarding the provisions of Article VII, Section 14, which stipulates that "A supervisory employee shall perform no work of the type customarily performed by employees within the bargaining unit ..." with certain exceptions here not germane.

At the third step hearing on January 29, 1958 the Company contended that the Load Dispatcher was a supervisory employee and hence excluded from the bargaining unit, although in its subsequent answer of March 25, 1958 it referred to him as a foreman, technical engineer or technician. The Union urges that his duties are essentially those which for years were performed by the 1st Switchboard Operator, and that it was therefore improper as of December 15, 1957 to create this new title in the salaried category and place it outside the bargaining unit on the claim that his duties are now those of an excluded character.

The Company was motivated by the fact that because of certain changes the work had become more complex and responsible.

In the job description of November 29, 1948 the primary function of the 1st Switchboard Operator is stated to be:

"Lead and direct the employment of suitable generating equipment, auxiliary apparatus and distribution facilities for the proper generation and/or distribution of electric energy and steam; coordinate actions of A. C. Stations and substation to increase, decrease, or re-distribute loads as requirements change or emergencies arise."

Under the heading "Supervision" it is indicated that this Operator is supervised by the Power House Foreman and that he directs the 2nd Switchboard Operator and Operator Repairman. Among the items of Work Procedure listed on his job description, the 1st Switchboard Operator, in brief, is expected to control, operate and observe a variety of switches, generators, auxiliary apparatus, gauges and regulating devices to meet changing conditions in the plant, to see that there is proper operation

and to prevent faulty operating conditions. He must "constantly observe load conditions ... and employ the minimum number of circuits without overloading ..." He acts as coordinator with other stations and operating departments and makes decisions as to power distribution under varying conditions "for most efficient utilization" of fuel and equipment. His work procedure also includes the following:

"In cases of emergencies within his own or other departments, resulting in immediate changes in load demands, must make accurate and rapid decisions to increase, decrease, or redistribute loads, and direct other power or pumping stations in doing likewise; during such emergencies maintains close and constant contact with personnel in power and operating departments.

"Directs and assists in the maintenance and repairs of apparatus and in emergencies decides practicability or necessity of shutting down equipment for repairs.

"Makes out operating and performance reports and supervises instruction of crew members in their duties."

The job classification factors indicate a high degree of skill, discretion and responsibility, the total point value being 112, leading to job class 24. Sixty months of experience are indicated, and under "Education" it is stipulated that he must: "Understand principles of electricity and power distribution. Interpret prints and supervise others."

With this high level of qualifications and evaluation, what were the changes which prompted the Company in deciding in December, 1957 that the job required a "foreman, technical engineer, and/or technician"?

In July, 1957 the Company began to purchase 60 cycle power from Northern Indiana Public Service Company (NIPSCO), having previously generated its own 25 cycle power. For some months the purchased power was used only in the No. 3 Open Hearth Department, but in January, 1958 some of it was used elsewhere, being converted to 25 cycle by means of a Sherbius converter. The conversion process, together with two sources of power, in the Company's judgment, made the job more complex than anything previously encountered by the 1st Switchboard Operator. The problem was further complicated by the contractual arrangement with NIPSCO, under which at certain hours power rates are relatively low, while at times any excessive use of power would result in large monetary penalties, and also by a somewhat similar arrangement which started in May, 1958 for the purchase of natural gas. All in all, the Company believes that the higher degree of discretion and responsibility required justified the creation of the new occupation, holding that the duties as theretofore performed by the 1st Switchboard Operator had been eliminated and no longer exist, since Inland-produced power is no longer distributed by itself.

The Company finds fault with the Union's contention at the third step meeting that the Load Dispatcher's major duties "are of the same type and nature" as those traditionally performed by the 1st Switchboard Operator,

holding that it is unrealistic to make such a comparison. Management itself, however, asserts that the Load Dispatcher occupation is "similar to that of foreman, technical engineer, and/or technician," although the Agreement, in Section 1 of Article II, defines the bargaining unit and excludes, among others, foremen, technical engineers, technicians, but not occupations similar to the excluded group. As a matter of fact, some duties have been added because of the changes listed, to those customarily performed by the Operators; it is not accurate to say their duties have been eliminated.

The facts present some insuperable difficulties, which the Company's presentation has not overcome. The most direct coordination with the Load Dispatcher of NIPSCO is that which the 1st Switchboard Operator at the No. 5 AC Station has every hour over a private wire. The former job description governing the occupation of 1st Switchboard Operator conveyed a large degree of discretion, authority, and responsibility with regard to efficient distribution, decisions in time of emergency or abnormal operations, and in supervising or directing subordinates, including the preparation of performance reports. To a substantial extent the language employed in the occupational analysis sheet of the new Load Dispatcher overlaps and is almost synonymous on the whole, in practical terms, with that in the former job description of the 1st Switchboard Operator.

When duties become more complex it does not necessarily follow that a new, non-bargaining unit occupation should be created. There is a very broad range of bargaining unit jobs, and the scope of the levels and degrees provided for in the factors considered in the process of classifying jobs indicates definitely that an enlargement of skill or responsibility or of complexity does not automatically call for elimination from the bargaining unit.

The 1st Switchboard Operator's job has for a long time had the characteristics of a technician's occupation, and some characteristics of a supervisory job, and yet it has remained for 10 years since 1948 in the bargaining unit. This continued for some months after power was purchased from NIPSCO and while a certain amount of conversion was necessary from one type of cycle to the other; also while some natural gas was being employed in addition to more conventional fuels. As a matter of fact, in Arbitration No. 107, the Company was sustained by the Arbitrator when it minimized the importance of the converting operation in a classification case involving the Motor Tender in the No. 2 Cold Mill.

The difference between the job before December, 1957 and since seems to be only in degree. The 1st Switchboard Operator always had the problem and the responsibility of deciding as between by-product fuels, as a matter of efficiency and economy; he carried the burden of making decisions in emergencies or break-downs; he had to supervise others; and, most important, he coordinated with other stations and operating departments and made decisions as to the distribution of power under all sorts of conditions. Unquestionably, complicating factors have been added, but not to such an extent as to convert what was long accepted as a bargaining unit job into one that should now be excluded from the bargaining unit.

Under such circumstances, if, as Arbitrator Updegraff ruled in Arbitration 137, it is improper to transfer duties customarily performed by an employee in the bargaining unit to one outside the unit, then all the more should such duties not be transferred to an occupation outside the bargaining unit newly created for this very purpose.

In other words, work of the type customarily performed by the 1st Switchboard Operator is now assigned to the new occupation of Load Dispatcher. It follows that this new occupation should be in the bargaining unit.

AWARD

The grievance is granted.

Dated: March 6, 1959

/s/ David L. Cole

David L. Cole
Permanent Arbitrator