INLAND STEEL COMPANY	)	Grievance No. 5-F-34
	)	Docket No. IH 375-366-9/29/58
and	)	Arbitration No. 326
	)	
UNITED STEELWORKERS OF AMERICA	)	Opinion and Award

Appearances:

For the Union:

Cecil Clifton, International Representative
Fred Gardner, Chairman, Grievance Committee
Joseph Wolanin, Secretary, Grievance Committee
L. Hernandez, Assistant Grievance Committeeman

For the Company:

L. E. Davidson, Assistant Superintendent, Labor Relations
R. H. Werntz, Divisional Supervisor, Labor Relations
Fred Krueger, Chief Clerk, #2 Open Hearth
A. W. Grundstrom, Supervising Job Analyst

The issue to be decided, as stated by the Union in its Statement, is whether the Company was in violation of Article V, Section 4 and Article VI, Section 8 of the Agreement when it assigned some of the occupants of the 40" and 46" Shipper occupation to perform the duties of both occupations thereby causing some employees to be demoted. The Arbitrator is requested "to direct the Company to schedule two (2) Shippers per turn as agreed upon between the parties. Separate and distinct job descriptions and classifications which were put into effect shall remain in effect. We further request that the aggrieved, who were demoted, be paid for all turns lost."

On November 19, 1945 the Company issued two job descriptions and in April, 1946 separately classified the two jobs described. The two job descriptions in the Shipping Unit of the #2 Open Hearth Department were identical in their reference to primary function, who supervised incumbents and in the listing of work procedures or job duties. On their faces, the job descriptions differed only as to the index number of each job and the payroll title. Index Number 60-0215 was denominated "40" Ingot Shipper" and Index Number 60-0216 was denominated "46" Ingot Shipper." The Job Classifications of these occupations were also identical with the following exceptions:

a) Quickness of Comprehension: The 40" Ingot Shipper was required to have "alertness to detect errors or irregularities that may result in steel mixup and was coded 3B1; the 46" Ingot Shipper had "no particular demand" on this factor and was coded 3A0.

b) Experience: 12 months for the 40" Ingot Shipper with a coding of 2B4; nine months for the 46" Ingot Shipper with a coding of 1D3.

c) Material: The legend with respect to this factor is the same in both job classifications, except that a value over $1000.00 in the case of the 46" Ingot Shipper leads to a coding of 3C9 and a value under $1000.00 in the case of the 40" Ingot Shipper leads to a coding of 2C6.

The total point value for the 40" Ingot Shipper is 49; for the 46" Ingot Shipper, it is 50. They are both in Job Class 7.

The primary function of each of these occupations is stated to be: "Records mould and ingot car numbers, also counts, classifies, and records ingots shipped to Blooming Mills".

The invariable practice in the past (and prior to February 23, 1958) was to assign a crew of two employees per turn to the ingot shipping duties to be performed at the #2 Open Hearth department. These Shippers serviced a battery of 24 furnaces, numbered 13 to 24, inclusive. The ingots produced by these furnaces might be 40" or 46" ingots and there never had been any allocation of duties with respect to ingots of a particular size to a particular employee on the two man crew. That is to say, each man historically and traditionally performed shipper's duties without regard to size of ingots (40" or 46") or destination (#2 Blooming Mill or #3 Blooming Mill). The men assigned divided the available work by drawing an imaginary line between the furnaces numbered 24 and 25. Thus, all shipping duties between furnaces numbered 13-24 normally would be handled by one Shipper and those between 25-36 would be handled by the other. This imaginary line allocating responsibilities would shift when special conditions called for adjustment to assure equality of treatment. This distribution of responsibility undertaken on the initiative of the incumbents of the job apparently was tacitly accepted by the Company. At least there is no indication that the Company objected to what had been done.

Because of reduced business activity and furnace operations on an unusually low level the Company decided to reduce the crew on each turn to one Shipper. It demoted Shippers, treating the force of Shippers in both occupations as though they were in one occupation. This scheduling practice was continued until May 11, 1958 after which the Company resumed the scheduling of two Shippers per turn.

The Union argues that there were two separate and distinct occupations and classifications here; that the Company combined the duties of the two occupations and required them to be performed by one individual; and that this was in violation of Article VI, Section 8 (Size and Duties of Crews); Article V, Section 4 (Job Descriptions and Classifications to Remain in Effect for the Life of the Agreement) and Article V, Section 6 (Procedure for New or Changed Job Descriptions).

Article VI, Section 8 (Paragraph 127) provides, in pertinent part,

> "In the exercise of its rights to determine the size and duties of its crews, it shall be Company policy to schedule forces adequate for the performance of the work to be done. * * *"

Although the Union complains that two jobs have been combined and the work of a crew of two has been assigned to a crew of one, there has been no allegation and no affirmative evidence here that an oppressive or undue burden has been imposed upon the employees performing the work. See Arbitration Nos. 168 and 315. A case of inadequacy of force for the performance of the work to be done is not made out by the mere statement that the work of two occupations has been combined and is being performed by one employee. On the other hand the Company has presented statistical data which tends to show that the force of one was not inadequate within the meaning of Paragraph 127. Thus, in a sampling of heats handled in 1957 prior to reduced operations, by a crew of two Shippers, its records show that the average per Shipper per turn was 9.07 heats. (Approximately 20 minutes working time per heat.) While on reduced operations in 1959 (after a return to a force of two in the crew) a comparable sample showed an average per Shipper per turn of 8.43 heats. In the period February 1, 1958 through February 22, 1958, while on reduced operations (but still retaining the crew of two Shippers, the average heat per Shipper per turn went down to 4.69. Then in the period February 23, 1958 through April 22, 1958 when one Shipper only was scheduled (the period with respect to which the grievance was filed) the average heat per Shipper per turn was 8.92, a figure that stands comparison with 9.07 and 8.43 as stated above.

The Union attacks this data, based on the number of heats as being an unsatisfactory index of what has occurred. It speculates that there must have been an increase in workload - but adduces no evidence to support that conclusion. In the opinion of the Arbitrator such evidence as has been presented by both sides warrants the finding that there has been no scheduling of forces inadequate for the performance of the work to be done such as would constitute a violation of Paragraph 127.

We now proceed to consideration of the question whether Paragraph 50 (Article V, Section 4) and Paragraph 60 (Article V, Section 6) have been transgressed.

Paragraph 50 provides that

> "All job descriptions and job classifications * * * which were in effect on the date hereof, shall remain in effect for the life of this Agreement, except as changed by mutual agreement or pursuant to the provisions of Section 6 of this Article."

Section 6 sets forth the procedure to be followed in changing such job descriptions and classifications.

The Union claims that the Company, when it scheduled but one employee per turn, ignored the separate and distinct classifications and occupations and wrongfully "combined them". It warns that if the Company is successful in this case it will be in a position to combine many of the duties of separate occupations and defeat utterly the purpose of the Wage Rate Inequity Agreement. It asserts that where an occupation is agreed upon and established under that Agreement, so long as there is work to be done by an incumbent of the occupation, he shall be scheduled therefor and the duties may not be merged with those of another occupation.

So far as the record reveals, however, the Company acknowledges the existence of two separate occupations. It does not admit to having consciously and formally merged or combined the job duties of the two occupations in violation of the Agreement - and there is no evidence that it has done so. What the Company has done is to recognize the fact that it and the employees involved for many years had treated the jobs as though they were indistinguishable. In its demotion of one man on each turn and its scheduling of one man crews on each turn it did not innovate or originate - it merely took action on the situation as it had existed for many years.

In response to the Arbitrator's questions the Union acknowledged that an employee in one occupation might occasionally perform duties of another occupation, and indeed, such a situation is specifically provided for in Article VI, Section 3. When this is done, that section requires that the Company pay the higher rate of the two occupations involved. The Union pointed out, however, that where this was done over an extended period of time as in the instant case (where, however the rates paid to both occupations are the same) what is permitted under Article VI, Section 3 becomes a violation of Article V, Sections 4 and 6.

For the purposes of a decision in this case, the Arbitrator does not feel called upon to state whether or not there is merit in this argument. This must await a case which presents the question more directly. The point here is that there occurred no more obliteration of the separate identity of two occupations than had occurred for the many years since they had been established, recognized and actively filled. The fact of the matter is that there has never been a separate 40" Ingot Shipper handling 40" ingots to the exclusion of 46" ingots. The same is true of the 46" Ingot Shipper. These are distinct occupations only theoretically, with no reality in practice or experience. Technically, one might say that there are pieces of paper and records that recognize two occupations; but having said this one must recognize that this reflects a fiction and not a fact. The parties over the years, either through neglect or to serve their convenience, have diverted their attention from the fiction and have been disposed to deal with the two occupations as though they were one occupation. Now, at long last the Union asks the Arbitrator to take a different view of the occupations than the parties have taken. This he cannot do.

The Union asserts that if there has been a prior failure to abide by the requirements of the Agreement and to treat the occupations as separate and distinct it has not known of it and has not condoned it. It states it now wants the Agreement enforced as it has a right to do. But even the enforcement of what it considers its right would be futile and illusory. It wants the "separate and distinct job descriptions and classifications which were put into effect * * * /to/ remain in effect". These separate job descriptions and classifications, clearly, were established but were never put into effect in practice. It has not been indicated how any award of the Arbitrator would, in the light of the production of both 40" and 46" ingots by the several furnaces in the battery of 24 result in 40" Ingot Shippers handling 40" ingots exclusively and 46" Ingot Shippers handling 46" ingtos exclusively. On the record made, the Arbitrator can only assume that the work procedure of each man in the crew would be as it has been traditionally and historically (and as it is today under two man crew operations), namely, each man would be a Shipper for both 40" and 46" ingots. This is the factual reality of the job whatever situation the parties may have created on paper. Accordingly, the decision in this case is for the Company.

Although it is repetitive, it is important to observe that in so holding the Arbitrator is not presuming to reflect upon the merits of the Union's argument as it might apply to other sets of facts in which it may appear that the job duties of two occupations claimed to have been merged are viewed against a different historical background than that which appears in this case.

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: May 16, 1959