

INLAND STEEL COMPANY

-and-

UNITED STEEL WORKERS  
OF AMERICA  
Local Union 1010

ARBITRATION AWARD No. 365

Appeal No. 58

Grievance No. 14-F-74

PETER M. KELLIHER  
Arbitrator

APPEARANCES:

FOR THE COMPANY:

MR. R. J. STANTON, Assistant Superintendent, Labor  
Relations Department  
MR. W. E. DILLON, Assistant Superintendent, Labor  
Relations Department  
MR. R. J. PETERSON, Assistant Superintendent, #3  
Bloomer Department  
MR. E. R. MC GAUGHEY, Superintendent, #3 Bloomer  
Department  
MR. R. SUTTER, Industrial Engineer, Industrial Engineering  
Department  
MR. K. HOHOFF, Supervisor, Industrial Engineering  
Department  
M. D. GOTT, Job Analyst, Industrial Engineering  
Department  
MR. R. BROZOVICH, Job Analyst, Industrial Engineering  
Department  
MR. T. R. TIKALSKY, Divisional Supervisor, Labor Relations  
Department

FOR THE UNION:

MR. CECIL CLIFTON, International Staff Representative  
MR. J. WOLANIN, Acting Secretary, Grievance Committee  
MR. R. LOPEZ, Safety Committeeman, and Aggrieved  
MR. F. STACK, Assistant Grievance Committeeman

### THE ISSUE

The grievance reads:

"Aggrieved employees, Bottom Maker, Index No. 74-0414, allege that the Company is in violation of Article V, Sections 4 and 6 when they eliminated the job of Bottom Maker. The Company took their duties and placed them on other jobs in the department."

Relief sought:

"The Company reinstitute the Bottom Maker description and classification and/or reclassify description and classification in accordance with the terms of the Collective Bargaining Agreement."

### DISCUSSION AND DECISION

The principles set forth in Arbitration No. 270 are controlling in this case. The first paragraph of the Award shows that the same essential issue was raised by the Grievants, who were Coordinators. The Union there asserted that "the Company eliminated the occupation, distributed the duties among other employees". The Grievants there asked "to be restored to the occupation of Coordinator with back pay". Both cases involved a method change.

In Award No. 270, the Union there also relied as it does in this case on Article V, Sections 4 and 6. In that case, the Company cited Article II, Section 1. It was the Union's claim then that Article IV was the Company's "only authority to eliminate occupations". The Arbitrator stated:

"It is clear that the Union recognizes the right of the Company to 'eliminate' or 'discontinue' occupa-

tions in a proper situation, regardless of the source from which its right or power to do so may be derived."

In the present case, the Union does not deny that the Company has that right.

The Union's principal argument in both cases is the same, i.e. in Award 270, the Union urged that "the functions and duties of the Coordinator have not been eliminated - only his job - and that those functions and duties are being performed by others". The Arbitrator there stated that he believed the "essential question" was set forth by the Union Representative in the following statement:

"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."

The Bottom Makers' primary function is to "make bottoms on the Soaking Pit Furnace". This function was discontinued when the Pit Crane was able to perform this work by utilizing a reamer, bar and special tongs to remove the cinder and a Coke Box to spread the braize. To paraphrase the language of Award No. 270, in relation to the present facts "the major function" of the Bottom Maker "has disappeared and the occupation has been discontinued because, except for occasionally performed and less significant duties" the essential functions which previously were done manually are now handled by the attachments made to the Pit Crane.

Even if it be assumed for the purpose of discussion that the Union correctly stated that not all of the type of duties of the Bottom Makers were "over-lapping duties" which had been previously performed by employees in other occupations - it is evident that in the words of the Arbitrator in the cited Award, "the major function . . . has disappeared and the occupation has been discontinued." (Emphasis added)

The facts here do not show a naked redistribution of existing duties of an employee - where the major or primary function still remains. The discontinuance here is the direct result of and was made possible only by a bona fide technological change and methods improvement which the company had a right to institute under Article IV. As the Union stated in Award 270, it is under this Management clause that the Company has the "authority to 'eliminate' occupations".

The specific mention of duties in job descriptions does not necessarily mean that they are all major functions. Although some duties may be required that are "too minor in extent to require detailed description", this statement would imply that there are degrees of minor "and some minor duties are described". (Emphasis added)

AWARD

The grievance is denied.

(signed) Peter M. Kelliher  
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PETER M. KELLIHER

Dated at Chicago, Illinois  
this 19th day of August, 1960