

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA  
Local Union 1010

Grievance No. 23-G-5

Appeal No. 257

Arbitration No. 428

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations  
J. L. Federoff, Divisional Supervisor, Labor Relations  
R. L. Smith, Superintendent, Wage and Salary Department  
D. L. Gott, Job Analyst, Wage and Salary Department  
Norman Florian, General Supervisor, Production Planning, No. 3 Cold Strip  
T. Powell, Assistant General Foreman, Annealing, No. 3 Cold Strip  
R. Brozovich, Job Analyst, Wage & Salary Department  
T. Pavlides, General Anneal Foreman, No. 1 and No. 2 Cold Strip  
S. Onoda, Labor Relations Representative, Labor Relations

For the Union

Cecil Clifton, International Representative  
Peter Calacci, International Representative  
Al Garza, Secretary, Grievance Committee  
J. Tharp, Griever  
Fred Gardner, Witness  
Nick Cirrincione, Witness  
D. Bratton, Witness  
C. Blackburn, Witness

This grievance raises the question whether the occupations of HNX Technician and Production Recorder in No. 3 Cold Strip Department should not be placed in the bargaining unit, pursuant to Article II, Section 1 (Paragraph 6). This is a new department, the first unit of which, the No. 5 Radiant Tube Anneal, was started up on October 6, 1958. Seven other major units were put into operation between that date and December 2, 1958. Neither of the occupations named above was included in the bargaining unit.

Timeliness

This grievance was not filed until February 25, 1960, and the Company urges that it is untimely and may not be considered on its merits because of the provisions of Article II, Section 1, and Article VIII, Sections 3 (Paragraph 201) and 5 (Paragraph 209).

The Paragraph 209 objection may be disposed of quickly. Paragraph 209 limits each grievance to only one matter. Here two separate jobs are mentioned. The Company, however, did not raise this objection in the Step 3 meeting, nor did it, as provided in Paragraph 209, return the grievance to the grievance committeeman for revision and refiling. It is not proper under these circumstances to consider such an objection in arbitration.

Paragraph 201 states:

"Except as otherwise specifically provided in this Agreement, grievances shall be presented promptly and in all events must be filed in writing within thirty (30) calendar days from the date the cause of the grievance occurs, or within thirty (30) calendar days from the time the employee should have known of the occurrence of the event upon which the grievance is based."

Section 3 of Article VIII also provides for extending the time limits specified in Section 2 by agreement in each of the steps of the grievance procedure which are set forth in said Section 2.

It should be noted at this early point that disputes arising under Article II, Section 1, are to be initiated in Step 3 of the grievance procedure.

This section has two paragraphs, Paragraphs 5 and 6. In Paragraph 5 the Company recognizes the Union as the exclusive bargaining representative of the hourly paid production, transportation, construction and maintenance employees on the Company's payroll at the Indiana Harbor Works, with certain named exclusions, among which are office and salaried employees and technicians.

Paragraph 6 is the one more directly involved in this case. It provides:

"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."

The list of occupations in the bargaining unit, it should be emphasized, may be revised as occupations 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."

While the Company points out certain facts on the basis of which it contends the employees and Union representatives should have known in 1958 that it was substituting for the HNX Operator, a non-bargaining unit Technician and for the Scalemen or Weighers, an excluded Production Recorder, it never advised the Union that it was doing so by a specific notice so stating.

Article II, Section 1 accords exclusive representation rights to the Union. A grievance charging a violation of these rights is a grievance of the Union itself, and not of the particular employee who may be assigned to the work in question. Such grievances are evidently deemed to be important and to

merit expeditious handling, for it is provided that they be taken up "beginning with Step 3."

Article VIII, Section 3 is plainly concerned with the customary types of grievances in which the grievant is an employee or group of employees. It speaks of the time "the employee should have known of the occurrence of the event upon which the grievance is based," and it refers back to the procedures described in Section 2, which treat in detail with how such grievances are initiated and processed through Step 1, Step 2, Step 3, and Step 4.

There is little point in discussing at length the grounds upon which the Company asserts the employees or certain Union representatives should have known it was revising the list of bargaining unit occupations by replacing those involved here with two non-bargaining unit titles. The Company did notify the Union that a few employees were being eliminated from the checkoff list because they were transferred to these new titles, and there is no doubt that it could have been seen in the latter part of 1958 and in 1959 that men were operating the HNX equipment and scales along with teletype machines, and that the lists of classifications, job descriptions, and sequence diagrams presented to the Union did not include those of HNX Operator or Scaleman or Weigher. However, 1959 was the year of the long strike, which continued from July 16 to November 8, with the confusions of both the pre-strike and post-strike period. No. 3 Cold Strip was a totally new installation in which the operations were started up in series, with no regular grievance committeeman assigned for a considerable period of time, and some questions as to the restrictions placed on those temporarily handling matters there.

The controlling point, however, is that Article II, Section 1 sets forth a basic right of the Union itself, with a special, expedited way of initiating grievances in which a violation of this right is charged. This Section requires that the Union be advised promptly if the list of bargaining unit occupations is revised. This requirement, relating as it does to something so basic in this relationship, cannot be satisfied by saying the Union should have known, even though it was not advised as Paragraph 6 stipulates it should be. The "should have known" provision in Paragraph 201 relates only to employees in the various kinds of employee grievances, and cannot be made to apply to the Union when it believes its rights under Article II, Section 1 are being violated. The 30 day limitation period set forth in Paragraph 201 would start to run in such cases when the Union receives the notification from the Company.

Moreover, if either party seeks to hold the other to the technical requirements of the Agreement, it must itself observe the technical requirements which the Agreement imposes.

The list of bargaining unit occupations was not revised in the manner the Agreement stipulates. The Company did not give the Union the advice Paragraph 6 requires. Therefore, the Company's objection to the timeliness of the Union's grievance in this case must be overruled.

## The Merits

### HNX Technician

The HNX Gas Generating Units have the function of providing a protective gas atmosphere to exclude oxygen and thereby prevent the formation of oxide or scale during annealing and normalizing. Two HNX Units have been used in the Tin Mill since 1954, two more being added in 1960, and four were put into use in the No. 3 Cold Strip Department in 1958.

In the Tin Mill the Company insists these units have always been operated by non-bargaining unit people, -- from 1954 to 1960 by the Anneal and Cleaning Turn Foreman and since 1960 by the HNX Technician. The Union has never protested the use of these excluded classifications. Throughout this period there have also been a Gas Equipment Attendant, and a Gas Equipment Attendant-Assistant, both in the bargaining unit. They inspect and maintain this equipment. In addition, laboratory technicians constantly do checking and analyses. These laboratory technicians are not in the bargaining unit.

A similar situation prevails in No. 1 and No. 2 Cold Strip, where Deox Machines are used. These are far simpler and perform fewer functions than the HNX units. Once they have been started and adjusted, which is done by a foreman, their operation is almost automatic. As in the Tin Mill, there are Gas Equipment Attendants and Assistants who inspect and maintain the equipment. If it becomes necessary to adjust or to shut down the equipment, this is the responsibility of the foreman.

Neither in the Tin Mill nor the No. 1 and No. 2 Cold Strip Departments have there been any bargaining unit employees designated as HNX Operator or Deox Operator.

In No. 3 Cold Strip the functions performed by the foremen in the Tin Mill and in No. 1 and No. 2 Cold Strip, and the checking and analyses duties performed by laboratory technicians have been assigned to the HNX Technician. He records all readings, makes the adjustments to regulate the flow of gas and MEA, changes the drying beds and tests or analyzes the gas and dew points. At the same time there was established in No. 3 Cold Strip a bargaining unit occupation of Gas Equipment Repairman, whose duties are essentially the same as those of the Gas Equipment Attendants in the Tin Mill and in No. 1 and 2 Cold Strip, and all of them are in Job Class 16.

The Union argued that the occupation of Furnace Tender in the Tin Mill actually operates the HNX equipment. The stronger evidence, however, leads to the finding that he does not operate these units, but rather has been confined to a much more limited function similar to that of the Furnace Tenders in the No. 1 and 2 Cold Strip Departments, with respect to either the Deox or HNX units. The primary function of the Furnace Tender is, as set forth in this job description in the Tin Mill to:

"Control prescribed annealing temperature and heating cycles in heat treating of steel coils in operating gas fired annealing furnaces."

It is not without significance that although the HNX Technician has been operating the four HNX units in the Tin Mill since February, 1960 the Union has raised no objection or protest, lending credence to the assertion of the Company that he has simply replaced other non-bargaining unit people in doing so (the foreman and to a lesser extent the laboratory technician), and not any bargaining unit employee who could be called the HNX Operator.

All this leads to the ruling that in No. 3 Cold Strip Department the use of the HNX Technician does not amount to a violation of Article II, Section 1. Bargaining unit work has not been transferred to some excluded occupation or classification because the work being performed by the HNX Technician has previously in all but a nominal way been performed by excluded employees in other departments before and since No. 3 Cold Strip was put into operation.

#### Production Recorder

The Union's position is that the Production Recorders employed in the No. 3 Cold Strip Department perform the same duties as are performed elsewhere by bargaining unit employees, particularly in No. 1 and No. 2 Cold Strip, specifically the Weigher No. 3 Pickle Line, Pickling Weighers, Weighmaster Tandem and Steckle Mill, and Weighmaster General. The Primary Functions of these occupations are similar, that of the Weigher on the No. 3 Pickle Line, for example, being:

"Weigh coils, mark coils and identification tags, record tonnage and time information on Scale report. Control movement of pickled coils on runout ramp and conveyor."

Management maintains that such work is essentially not production work, as contemplated in Article II, Section 1, -- that it is associated with production planning and control which is conducted by the excluded Expediter, and that this is especially so in this new No. 3 Cold Strip Department where it has been decided to make the operation more efficient by using teletype and adding machines. It is argued that this requires clerical or commercial skills which the bargaining unit Weigher classifications do not possess, and which are generally associated throughout the steel industry with the clerical and technical employee groups, and not with production and maintenance employees.

The evidence reveals that the use of teletype or typing in place of the handwritten records kept by the Weigher classifications is the main difference in this work as now constituted. Certainly, at this late date, in light of the language of Article II, Section 1 (Paragraph 6), it would be highly improper for me to rule that the Weighers should not have been included in the bargaining unit. The parties have seen fit through one contract after another to leave them in the bargaining unit.

The grievance before us does not question the Company's right to modify jobs, or to improve functions. The only question is whether in the process of doing so it in fact has discontinued an existing occupation or so changed it as to merit its elimination from the bargaining unit.

The Production Recorder is a Weigher; he has taken over and still performs the primary duties of the Weigher. That he records the data

he obtains on teletype instead of by hand, or that he adds figures on an adding machine rather than by the use of arithmetic, does not change the essential nature of the job. An additional qualification may be needed, and this award does not pass on how this qualification shall be procured or developed, or what effect if any it may have on the classification.

AWARD

1. This grievance is not untimely.
2. The occupation of HMX Technician in No. 3 Cold Strip Department was properly excluded from the bargaining unit.
3. The occupation of Production Recorder in No. 3 Cold Strip Department should be included in the bargaining unit.

Dated: March 29, 1962

/s/ David L. Cole

David L. Cole  
Permanent Arbitrator