In the Matter of Arbitration Between:

ARBITRATION AWARD NO. 518

INLAND STEEL COMPANY
- and -
UNITED STEELWORKERS OF AMERICA,
Local Union 1010

Grievance No. 2-G-12
Appeal No. 621

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. C. E. McMorris, Assistant Superintendent, Coke Department, Plant No. 2
Mr. W. A. Dillon, Assistant Superintendent, Labor Relations Department
Mr. E. McConnell, Industrial Engineer, Industrial Engineering Department
Mr. R. H. Ayres, Assistant Superintendent, Labor Relations Department
Mr. G. H. Applegate, Job Analyst, Wage & Salary Administration Department
Mr. T. J. Peters, Divisional Supervisor, Labor Relations Department

For the Union:

Mr. Cecil Clifton, International Representative
Mr. Robert Morris, Witness
Mr. John Wilson, Grievance Committeeman
Mr. John Gathelf, Witness
Mr. William E. Bennett, Acting Chairman, Grievance Committee

STATEMENT

Pursuant to proper notice, a hearing was held in MILLER, INDIANA, on November 14, 1962.

THE ISSUE

The Grievance reads:

"The Company is in violation of Collective Bargaining Agreement by not aligning the occupations of Car Dumper Operator, Index No. 69-0430; Locomotive Operator, Index No. 69-0434; Car Dumper Operator Helper, Index No. 69-0436; Thawman, Index No. 69-0438; in the Coal Unloading Sequence which are like and similar."

The Relief Sought reads:

> "The Union requests that the above named occupations be placed and aligned in the Coal Unloading Sequence according to their total earnings."

DISCUSSION AND DECISION

The Union does not dispute the fact that "new jobs" were installed. Under these circumstances, the language of Article VII, Section 3, Paragraph 139, contemplates that "the sequence diagrams and lists referred to in this Section shall be revised under the principles set forth above". The principles are contained in Paragraph 137 which reads:

> "Section 3. Seniority Sequences. Seniority sequences are intended to provide definite lines for promotion and demotion, insofar as practicable, in accord with logical work relationships, supervisory groupings and geographic locations, and such sequences shall be set up in diagram form. It shall be a specific objective to establish such promotional sequences, insofar as possible, in such manner that each sequence step will provide opportunity for employees to become acquainted with and to prepare themselves for the requirements of the job above. The arrangement of occupations within a promotional sequence shall be in ascending order of total average earnings on the jobs concerned, and any permanent change in such earnings shall be the basis for realignment of the jobs within the sequence. Where job earnings are approximately equal, the job generally regarded as most closely related to the next higher job shall be the higher in the sequence arrangement."

It is the Union's position that these seven new jobs involving this new integrated operation should have been placed in the existing Car Unloading Sequence because the basic function of unloading coal still exists. It is the Union's additional principal argument that these employees would have greater promotional opportunity and greater protection in the event of a decrease of force if they were placed in the existing sequence. The Union believes that this position is substantiated by the preamble to Article VII.

Unlike the situation in Arbitration Award No. 186, the Company here does not concede that it might have equally placed the new jobs in either existing sequence or the sequence that it selected. In that Award it must be noted that Arbitrator Seitz made the following statement with reference to what he considered the essential facts:

"It would appear, insofar as the facts placed on the record are concerned, that we are dealing here with new equipment not differing significantly from the older Streine Slitters. We seem not to be involved with a radically changed and entirely different process (such as might be illustrated by the changes that took place on the galvanizing line) but the addition, simply, of equipment characterized by technological improvements and more efficient and economical performance that the machinery previously utilized. The record of the case compels the conclusion that in the general function performed by the Stamco Slitter and in its mode of operation it is related intimately to the equipment operated by employees who were in the Shears and Slitters Sequence."

He also stated:

"The Company regards the two jobs on the Stamco Slitter as 'new jobs' within the meaning of the last paragraph quoted and, accordingly, requiring revision of the diagrams of sequences under the principles contained in the Agreement. It concedes that it might have placed the new jobs into existing sequences or have established a new sequence, stemming from the Labor Pool (as it did in this case)."

His conclusion is expressed as follows:

"I conclude that it was the intention of the parties to confer a large measure of authority and choice upon the Company in determining whether a new job should be included in an existing sequence or in a separate sequence stemming from the Labor Pool. But, despite this, the Union may question Management's determination in situations like that presented by the facts in this record. There are abundant indications of comparability and relationship in the function and mode of operation of the new Stamco equipment and the older equipment. The skills utilized on one group of machines in the Department are easily transferrable to the other. They may be said to bear a logical work relationship to each other. The operation of both groups of equipment is under the direction and control of the same supervisors. They are located in the same general area. Experience on jobs in the existing Shear and Slitter sequence provides training for work on the Stamco Slitter."

Based upon the evidence in this case the Arbitrator cannot find that the skills involved are easily transferrable. In this case the operation of "both groups of equipment" is not under the direction and control of the same Supervisors. The Arbitrator is not able to accept the Union's conclusion that an employee is not likely to easily forget what he learned two or three years ago. With reference to logical work relationships, it is noted that employees in each of these occupations are assigned to jobs engaged in the unloading of boats or railroad cars and that there is a logical relationship between the work performed by each. This is an integrated operation and provides experience for higher rated jobs. All of these jobs are performed only in Plant No. 2 and are supervised by the same Foreman. To accept the Union's criteria of geographical location would mean that these employees would have to go to a distant area to fill temporary vacancies. There can be no question that it would be easier to administer seniority within the same geographical area. Because the employees work together as a team in an integrated operation there is greater opportunity for them to learn the higher rated jobs.

There can be no question that under the language of Paragraph 139 that the Parties did contemplate that when new jobs were to be installed they should be in accordance with the principles "set forth in Article VII, Section 3". This is a specific contractual provision and the Parties by listing various criteria are assumed to have included all of the proper criteria. There is a well-known maxim of contract interpretation that to express a series of conditions or circumstances is to exclude all that is not listed. There is no contractual support nor is there any arbitration authority for the proposition that all new occupations must be included within the existing sequences. The Parties and the Arbitrator are directed to observe the criteria. What may not have been possible under one set of circumstances may be possible under new and changed conditions. The Parties have indicated that "it shall be a specific objective to establish such promotional sequences, insofar as possible, in such a manner that each sequence step will provide an opportunity for employees to become acquainted with and prepare themselves for the requirements of the job above".

Based upon an analysis of the factual situation here involved, this Arbitrator cannot conclude as Arbitrator Seitz concluded under the facts presented before him that the Company could have equally accepted the existing sequence or the sequence it finally chose and that the contractual criteria would be met under either alternative.

AWARD

The grievance is denied.

Peter M. Kelliher

Dated at Chicago, Illinois
this 11 day of March 1963.