

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA  
Local Union 1010

Grievance No. 21-G-58

Appeal No. 865

Arbitration No. 549

Opinion and Award

Appearances

For the Company:

William A. Dillon, Superintendent, Labor Relations  
Robert H. Ayres, Assistant Superintendent, Labor Relations  
Thomas C. Granack, Divisional Supervisor, Labor Relations  
Carey Pruitt, Assistant Superintendent, Metallurgical Department  
David Gott, Staff Analyst, Wage and Salary Administration

For the Union:

Peter Calacci, International Representative  
Cecil Clifton, International Representative  
Al Garza, Chairman, Grievance Committee  
John Wiseman, Griever  
George Germek, Witness

The issue is whether the Company violated Article II, Section 1, and Article V, Section 6, when it assigned certain testing functions to a new, excluded occupation, Reflectoscope Technician, in the Metallurgical Department.

Formerly, to detect internal defects in blooms the Company used a method known as the macro-etch test, in which a Machine Operator cut and ground a sample which was then sent to the Metallurgical Laboratory and subjected to certain tests conducted by a Senior Technician who is excluded from the bargaining unit. First on an experimental basis, and more recently as a regular process, the Company has been conducting similar tests in a non-destructive manner employing a new form of instrument known as an Ultrasonic Reflectoscope. This Reflectoscope is handled by the Reflectoscope Technician, who uses it as portable equipment in a variety of places in the plant. This Technician is responsible for decisions made as to usability of the steel in the light of quality standards and customers' orders, and he also must, among other things, discuss his findings and the customer's requirements and problems with them, sometimes at the customer's plant. The Company has treated this Technician as one not within the bargaining unit because of the exclusion of technicians stipulated in Article II, Section 1.

This dispute was raised in an earlier case which resulted in Arbitration No. 370, November 7, 1960, in which it was held that since the work involved was still on an experimental basis the grievance was premature. Subsequently, the work of the Reflectoscope Technician took definite shape, and the instant grievance was filed. In support of this grievance the Union originally cited Article VII, Section 14, but, recognizing that no supervisor is charged with performing work customarily performed by employees within the bargaining unit, the Union dropped its reliance on this provision of the contract.

The Union cites Article V, Section 6, as well as Article II, Section 1. The former would come into play, however, only if the Union is sustained in its contention that under the recognition provisions of Article II, Section 1, this work should be included in the bargaining unit, for Article V, Section 6 relates to the development of job descriptions and classifications for employees within the bargaining unit.

Macro-etch testing is still being carried on to a substantial extent, despite the introduction of this new form of ultrasonic testing. In addition, a new kind of impact testing is now in use. The result is that the complement of Machine Operators is practically unchanged. They still cut and polish samples as needed when the destructive types of tests are used.

The significant point is, however, that the Machine Operators have never done the testing when the macro-etch method has been used. This is a relatively old procedure, and the testing as such has been done in the laboratory by a Senior Technician excluded from the bargaining unit.

The Union points out that a good deal of responsibility and discretion is reposed in various occupations in the bargaining unit, typically Inspectors and Spectrographers, and that the Reflectoscope Technician's functions are essentially of the same order. Yet, it was not questioned for years that the Senior Technician who performed the tests in the macro-etch procedure was properly excluded from the bargaining unit.

We have had similar questions with respect to three other occupations which the Company placed in excluded categories. Two of these were ruled to be improperly excluded, in Arbitration Nos. 306 and 428, referring to the titles of Load Dispatcher in the Power Department and Production Recorder in No. 3 Cold Strip. The third, HNX Technician in No. 3 Cold Strip, was held to be properly excluded from the bargaining unit, also in Arbitration No. 428. The basis of each of these rulings is clear and the criteria which emerge are applicable to the issue we are now considering.

In Arbitration No. 306 the type of work assigned to the excluded occupation of Load Dispatcher was found to have been that previously performed by a bargaining unit employee, the 1st Switchboard Operator, and while the changes made by the Company required some additional skill and responsibility, this was not of "such an extent as to convert what was long accepted as a bargaining unit job into one that should now be excluded."

To the position of Production Recorder were assigned the duties normally carried on by the Weigher. The only difference was that the new position was expected to use an adding machine and teletype. In Arbitration No. 428, the ruling was in favor of the Union's contention, for reasons summarized as follows:

"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."

The second issue in Arbitration No. 428 related to the excluded position of HNX Technician. The Company was sustained for the reason that the type of work assigned to him had previously been performed by other non-bargaining unit people and not by any occupation within the bargaining unit, except to a nominal extent.

In the instant case the macro-etch testing which the new ultrasonic, non-destructive method is gradually replacing was always done by the Senior Technician who is outside the bargaining unit. The preparatory step of cutting and grinding the sample was all that was done by the Machine Operator. The new method requires no such cutting. The Reflectroscope enables the Technician to do his testing directly on the bloom. He is performing in a new way the work previously done by another salaried employee, the Senior Technician, and not the preparatory work which was all that was done by bargaining unit employees previously. Surely, it cannot be seriously disputed that this preparatory work was only a nominal part, and not the essence of the testing operation.

It should be observed that in determining this issue the fact that the Company has given the new occupation the title of "technician" is of no influence in itself. Article II, Section 1 excludes technicians from the bargaining unit but clearly new positions or occupations which are excluded require a substantive basis in terms of the work involved, rather than in the mere use of a title as such.

AWARD

This grievance is denied.

Dated: July 30, 1963

/s/ David L. Cole

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David L. Cole  
Permanent Arbitrator