

Inland Steel Co.)
Indiana Harbor Works)
and)
United Steel Workers of)
America, Local No. 1010)

Grievance No. 10-C-7

THE PROBLEM

1. Did the company violate Article V, Section 8, of the existing contract between the parties in directing a 24" Bar Mill crane man to operate #9 crane in the 19" Mill Transit Building, and in paying the tonnage rate applicable to the handling of 24" Bar Mill Warehouse material instead of paying the tonnage rate applicable to the 19" Mill.

2. Did the company violate Article VII, Section 6, of the existing contract between the parties in not filling the job in issue from the 19" and 36" Mill crane sequence.

The Union contends that the company is in violation on both issues and petition that:

1. The 24" Bar Mill crane man operating #9 crane in the 19" Mill Transit Building be paid the difference "of the two jobs retroactive to the first day of this practice."

2. The job in issue be filled from the 19" and 36" Mill crane sequence in accordance with the "Promotional Sequence Diagrams" and Article VII, Section 6 of the agreement.

THE FACTS

(as seen by the arbitrator)

Excluded evidence presented
at the hearing of April 9, 1951

The company presented Exhibit #3, "This crane occupation is tentatively described and classified for handling 24" Mill Warehouse material", for crane man #9. (P. 37 of hearing proceedings).

Since the agreement between the company and the union (Article V, Section 6B) requires that proposed descriptions and classifications be submitted to the grievance committee of the union for approval, the arbitrator considered exhibit #3 as inadmissible evidence, for such approval had not been obtained. It was not, therefore, considered.

The rates involved

1. The point evaluation for crane man #9, and for warehouse crane man (Index No. 53-0207, and Index No. 52-0604, union Exhibits #2 and #1 respectively) place both jobs in Job Class 7.

The base rate per hour, therefore, is not an issue.

2. The earned rate per hour in the 19" Mill differs from the earned rate in the Bar Mill Warehouse by some 8¢ per hour - the former being the higher. (Company brief, Page 40 of hearing record).

The union did not contest this figure, but implicit in the union contention is a higher earned rate in the 19" Mill.

Preciseness in terminology
used in identifying jobs.

1. In the Promotional Sequence diagrams for the 24" Bar Mill, Union Exhibit #3, and for the 36" and 19" Mills, Union Exhibit #4, crane sequences are diagramed.
2. In both sequences referred to in (1), crane jobs are sometimes noted by function - pit crane operator and warehouse crane operator; sometimes by number - #8 crane operator; and, in one case, by both function and number - charging crane operator #4.

The arbitrator considers that:

1. Part of the difficulty in the instant case is due to the variability in crane job designations.
2. Crane sequences noted on union Exhibits #3 and #4 are intended to apply to the work indicated: namely, 24" Bar Mill in the first case; and 36" and 19" in the second case. This point is further elaborated under the heading "work performed by #9 crane".

Promotional Sequence
Acceptance

"---these sequences were set up in compliance with the agreement of 1947 ---" (Mr. Sladoik, page 16 of hearing record). The arbitrator - "These were set up in 1947?" Mr. Sladoik - "That is right." (page 17 of hearing record).

Since Grievance 10-C-7 was filed June 28, 1949, the arbitrator is justified in assuming that operation under these sequences was satisfactory both to the company and to the union between 1947 and same date in 1949 near June 28 when the instant grievance was filed.

Change in Function of
the South Section
of the "Mill Transit
Building".

1. The company (company brief, page 23 of hearing record) described at some length the necessity for increased storage space due to stepped up production and shortage of Rail Cars. This shortage of storage space was alleviated by loading cars in the Bar Mill Warehouse, backing the cars out of this warehouse and then forward into the south end of the 19" Mill Transit building where the steel was unloaded and placed in storage. (Plant layout, company Exhibit No. 1.)
2. The area referred to in (1) is serviced by the #9 crane, which is in issue in this case, and 24" Bar Mill Warehouse material is handled.
3. The union position on points 1 and 2 above:
 - a. states that the division line, dotted, shown in the Mill Transit building (company Exhibit #1) is incorrectly drawn --- "only leaving a small portion of this area for where they are putting this particular steel ---". (page 49 of hearing record.)
 - b. The material handled by #9 crane is not in issue "at this particular time". (page 62 of hearing record).

- c. "There has never been anything brought to my attention that this is becoming a part of the Bar Mill warehouse ---" (page 51 of hearing record).
- d. In step 2 of the grievance procedure dated July 14, 1949 it was stated that "Due to a temporary congested condition --- an available area in the 19" Billet Mill is being used for storage and handling of certain Bar Mill material".

The union states that "until that time there was nothing said about it" (page 52 of hearing record); and "they didn't say it in that way" (page 60 of hearing record).

4. Duration of the change in function.

The union states "that is only a temporary situation and that thing can fluctuate from day to day ---" (page 52 of hearing record); and the company states "when the need for it washes away and the existing warehouse facilities are enough to handle the materials, there will be no need for using that; but until it does, that area will be used". (page 53 of hearing record).

The arbitrator concludes that:

1. The south end of the Mill Transit Building is presently being used to store 24" Bar Mill Warehouse material.
2. This situation has existed from at least June 28, 1949 (date of filing grievance in step 1) until the date of the hearing on April 9, 1951. It is not, therefore, a condition which has fluctuated "from day to day".
3. Until the second step grievance dated July 14, 1949, the union was not fully informed of the change in the south end of the Mill Transit building to a storage area for 24" Bar Mill material, and even then "they didn't say it in that way". The arbitrator will elaborate on this point later.
4. The material presently handled, and handled since about June 28, 1949, is very much at issue. The arbitrator cannot, therefore, accept the union position that it is not as noted in 3b above.

Work Performed by

#9 Crane

1. Was #9 crane an extra crane in the 36" and 19" sequence prior to its use in handling 24" Bar Mill Warehouse material?
 - a. The company
"The second crane, #9, is an extra crane" (page 24 of hearing record).
"The other crane (#9) on the south end of the runway remained idle most of the time. No crane was assigned to operate it regularly, and it was used only when #10 crane was out of order or when most irregular conditions arose". - - - In fact, in such cases when #10 crane did not operate, the crane from #10 crane moved to #9 crane and serviced the #19 Mill hot bed with it". (page 28-A). "There was only need for one crane --- But during the great part of the time this crane remained idle and was used only when this one was out of service". (p 46).

"--- in emergency or crane breakdown the No. 9 crane would be used to replace No. 10" (page 83). "They put another man on the crane, use the same crane. It would then become a Billet Mill crane for that time". (p 85).

b. The union:

The arbitrator can find no specific proof presented by the union in the record of the hearing which would invalidate the position outlined in (a). On page 58, both Mr. Sladick and Mr. Jeneske deny the correctness of the company position, but this does not constitute proof.

It seems to the arbitrator that the company position is in accord with common industrial practice - the maintenance of standby equipment at critical points to avoid shut-downs. Between June 28, 1949 and April 9, 1951, however, #10 crane must have required maintenance service which would take it, temporarily, out of 19 and 36" service and require the substitution of #9 crane. Since the company had notice of a grievance during this time, positive proof could then have been presented that "if and when #9 crane is used --- with the 19 and 36" Mill, it will be filled with a man from the 19 and 36" Mill and paid the rate of the 19 and 36" Mill" (page 54). The Union, however, did not cover this point and the arbitrator is forced to accept the record as stated.

2. Comparison of job descriptions for #9 crane and #24 Bar Mill Warehouse crane (union Exhibits #2 and #1)

a. The company

- 1) The total point values of the two cranes place them in job class 7 with the same Base rate, although the #9 crane rates 2 points lower due to greater ease in operation.
- 2) The company calls attention to par. 3 and 4 (union Exhibit #1 index no. 52-0604) of the job description for 24" Bar Mill Warehouse crane-man as indicating greater difficulty in operation. (page 34 of hearing record).
1 and 2 are intended to show that the employee was not directed to take a higher rated job and not paid for it.
- 3) The company calls attention to par. 2 and 3 in the work procedure for the #9 crane (union exhibit #2, index no. 53-0207) as indicating that these items can be performed only in the 19 and 36" Billet Mill sequence (page 39 of hearing record).
This is intended to show that there is a definite identity of work performed by the #9 crane when operating in the 19 and 36" Billet Mill sequence.

b. The Union

The Union rests its case, on this point, on par. 4 and 5 (union Exhibit #2, index No. 53-0207), which states: "operates crane to make lifts required ---, and operates crane, when required, for Mill repair ---"

This position is reiterated in several places in the record of which that on page 59 is typical. "---the man makes lifts as required. It doesn't make any difference whether it is 24" material or 19", or what place in the sequence for the man to come from."

The company agrees that: "now, No. 9 and 10 crane when operating in the unit of No. 19 and No. 1 Billet Mill shipping does perform No. 5 as Joe says. ---now, to that must be added 'as related to No. 19 and No. 1 Billet Mill shipping'.

The arbitrator does not consider the paragraphs under the work procedure of union Exhibit #2; index No. 53-0207 as severable: They must be read in their entirety as applying to 19" and #1 Billet Mill shipping.

The Sequence
Diagrams

1) The union position.

The promotional sequence diagrams (union Exhibits No. 3 and 4) indicate that #9 crane is in the 19 and 36" sequence, and that there is no such crane indicated on the 24" Bar Mill sequence.

"Can the Bar Mill craneman be lateraled over from one sequence to the other---" (page 66 of hearing record). "I would like to point out to the arbitrator there is no No. 9 crane in the 24" Bar Mill sequence". (p. 76). "The fact that you have given it additional duties or assigned the duties to the particular stuff that comes out of the 24" Bar Mill doesn't mean you have changed that particular sequence, and you haven't requested a change from the union in this instance". (p 89-91).

2) The company position.

a) The company counters: "---no change has been made in the sequence either in the Bar Mill or in the 19 and 36" Mills. The sequence remains the same. The only change that has been made, facilities that were formerly used in the 19 and 36" Mill have now been changed to vacancies on these facilities are filled by upgrading people from the 24" Bar Mill sequence who are entitled to the job." (p 75).

b) Article IV.

"I want to point out that the contract does not establish any procedure for the company and union to pursue in planning the operations of the plant, designating or changing the facilities of the plant". (p.68).

The union: "---all these management provisions --- are subject to the terms and provisions of the agreed upon contract". (page 72).

Article IV, Section 1. "Except as limited by the provisions of this agreement, the management ---". (p. 5 agreement dated May 7, 1949)

The arbitrator believes the record indicates that:

1. Paragraphs under work Procedure (union Exhibit #2, index No. 53-0207) are not severable, and read in their entirety indicate a recognizable job in the 19 and 36" Billet Mill shipping differing in character from work performed on 24" Bar Mill Warehouse material.
2. The 24" Bar Mill Warehouse craneman was not lateraled over to do the identifiable job of craneman in the 19 and 36" Billet Mill sequence.
3. The company, in changing the character of work performed in the lower section of the Mill Transit Building, and hence the function of the #9 crane, proceeded in accordance with Article IV, but more brusquely than necessary.

Summary

Before proceeding to the specific terms of the award, the arbitrator wishes to summarize what, to him, seems the gist of the case.

1. Varying terminology used in designating crane jobs in the Promotional sequence diagrams is, to some extent, responsible for confusion.
2. Operation under the promotional sequence diagrams was satisfactory from 1947 to some date in 1949 near June 28, 1949 when step 1 grievance was filed.

3. The south section of the mill transit building was changed to an area servicing the 24" Bar Mill Warehouse, and became an extension of the 24" Bar Mill Warehouse.
4. The change noted in (3) has persisted for a considerable period and has not fluctuated from day to day.
5. The job description applicable to the #9 crane identifies it specifically as a job which may be identified in the 19 and 36" Billet mill sequence.
6. The change in work procedure noted in (3) has resulted in a change in the function of the #9 crane: it no longer performs the duties outlined in the 19 and 36" sequence.
7. Prior to the change noted in (3) #9 crane was an extra crane with no regularly assigned operator.
8. For the Promotional Sequence Diagrams to be at all meaningful, the jobs noted therein must apply to the work performed in the respective sequences - namely, 24" Bar Mill and 19 and 36" mills.
9. The crane operator now operating crane #9 cannot influence, favorably nor unfavorably, the tonnage output of the 19 and 36" Billet Mill work sequence, for he is engaged in handling 24" Bar Mill Warehouse material.

The Award

1. The union request (page 9 of hearing record) is hereby denied.
2. In the future the company is required, when #9 crane is substituted for #10 crane because of a breakdown in the latter (the #10 crane) and used on material involved in the 19 and 36" Billet Mill work sequence, to pay the tonnage rate applicable to this job in the 19 and 36" Billet Mill sequence; and to operate crane #9 from the 19 and 36" Promotional Sequence.

obiter dictum

Observation of the arbitrator not to be construed as a part of the award.

The union presented a good case, and the presentation was made by obviously capable negotiators who were alert to protect the interests of the members of their union.

The arbitrator wishes to call attention to two quotations, typical of a frequently reiterated union point of view:

"There has never been anything brought to my attention that this is becoming a part of the Bar Mill Warehouse" (page 51 of hearing record); and "The second step answer indicates there that that's become a portion of the warehouse, and they didn't say it in that way" (p.60)

The arbitrator wishes to point out that, even though Article IV conveys certain rights, it contains no prohibitions against informing the union in advance of contemplated changes in existing methods or facilities.

Chas. B. Gordy
Impartial Arbitrator