

BEFORE

JOHN W. VANDERSLICE

IMPARTIAL ARBITRATOR

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
LOCAL UNION 1010

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ARBITRATION NO. 132

GRIEVANCE NO. 16-C-251

ARBITRATOR'S AWARD

Question To Be Decided

Does the 54" and 72" Tandem Mill Tractor Wage Incentive Plan, File #83-1-5, installed on May 15, 1950, provide equitable incentive earnings in accordance with the provisions of Article V, Section 5, of the Collective Bargaining Agreement?

Decision of the Arbitrator

The 54" and 72" Tandem Mill Tractor Wage Incentive Plan, File #83-1-5, does provide equitable incentive earnings in accordance with the provisions of Article V, Section 5, of the Collective Bargaining Agreement.

Respectfully submitted,

J. W. Vanderslice, Impartial Arbitrator

OPINION

Summary of Facts of the Case

The Company was requested to establish a separate incentive plan for 54" and 72" Tandem Tractor Operators so that the earnings of these tractor operators would be measured by the tonnage handled by them instead of by the tonnage handled by the group in which they were included (Incentive Plan #83-1-4).

Accordingly the Company developed Incentive Plan No. 83-1-5. This incentive plan was installed on May 15, 1950.

On August 9, 1950, Grievance No. 16-C-251 was filed. This grievance stated: "The rate installed for Tractor Operators 54" and 72" Tandem Mills, due to changed conditions, we find is insufficient."

The Union's Position

The Union requests relief, due to changed conditions, from Incentive Plan No. 83-1-5 and cites Article V, Section 5, Procedure 4:

"Should agreement not be reached, the proposed new incentive may be installed by the Company at any time after fifteen (15) days after the meeting between the Company representative and the International representative of the Union, and if the employees affected claim that such new incentive does not provide equitable incentive earnings in relation to other incentive earnings The decision of the Arbitrator shall be effective as of the date when the new incentive was put into effect."

The Company's Position

Incentive Plan No. 83-1-5 was not installed as a result of changed conditions, but at the request of the Tractor Operators so that their earnings for a given period of time would be more closely related to the work performed. Under the prior plan, during an approximate 90-day period immediately before installation of the plan in question, incentive earnings were \$0.204 per hour for handling 28 coils per tractor turn. In the approximate 90-day period following the installation of the plan, incentive earnings were \$0.207 per hour for handling 29.2 coils per tractor turn.

Arbitrator's Opinion

The Arbitrator agrees with the Company's position that the only proper test of the Incentive Plan No. 83-1-5 is an earnings comparison of the occupations in question immediately preceding and following the installation date. Changes that may or may not have taken place subsequent to the filing of the grievance must be excluded from any discussion of the dispute in question.

No evidence was presented to the Arbitrator to show that Incentive Plan No. 83-1-5 was developed to adjust for changed conditions.

November 3, 1950.