No# 136

ARBITRATION

Inland Steel Company :

and : Grievance No. 4-E-2

United Steelworkers of America, Local Union 1010 :

The Submission to Arbitration

On September 7, 1955, the parties jointly requested the services of the impartial umpire to hear and decide the above-numbered grievance. "The question to be decided is whether the company was in violation of Article XIV, Section 6, and Article VI, Section 11 of the Collective Bargaining Agreement when it denied the Union's request to utilize an additional hot metal crane and an additional scrap crane on the 4-12 and 12-8 turns during a nine furnace operation at the #1 Open Hearth."

The pertinent language of the Agreement reads as follows:

Article XIV

"Section 6. Local Conditions and Practices. This Agreement shall not be deemed to deprive employees of the benefit of any local conditions or practices consistent with this Agreement which may be in effect at the time it is executed and which are more beneficial to the employees than the terms and conditions of this Agreement."

Article VI

"Section 11. In the exercise of its rights to determine the size and duties of its crews, it shall be Company policy to schedule forces adequate for the performance of the work to be done. When a force has been scheduled and a scheduled employee is absent from a scheduled turn for any reason, the Company shall fill such a vacancy in the schedule in accordance with the provisions of Article VII, and if the schedule cannot be so filled, the Company shall call out a replacement or hold over another employee, unless the work to be accomplished by or assigned to the short crew can be modified so that it will be within the capacity of such short crew."

The hearing was held at the Company's plant, Indiana Harbor, Indiana, September 29, 1955, and the following appearances were made:

For the Union --
Mr. Cecil Clifton, Representative
Mr. Joseph Wolanin, Assistant to Representative
Mr. Edward Perez, Grievance Committeeman

For the Company --
Mr. W. L. Ryan, Assistant Superintendent, Labor Relations

Mr. T. T. Murnane, Divisional Supervisor, Labor Relations
Mr. J. Durkos, Raw Materials and Crane Foreman, #1 Open Hearth

The matter was presented in written briefs and by oral testimony and argument. A transcript was prepared by the LaSalle Reporting Service and the record closed upon receipt of the transcript, October 11, 1955.

The Union's Position

The Union contends that past practice and local conditions in the #1 Open Hearth Shop has been to schedule two hot metal cranemen and three scrap cranemen on all turns when the nine furnaces are in operation. It is the Union's position that Article VI, Section 11 requires the Company to schedule the same number of cranemen when the nine furnaces are in operation. Such, it is claimed, has been the local condition and practice.

Nor has there been any material technological change which should lighten the individual employee's load, according to the Union. In spite of this, it is claimed, the amount of tonnage per single heat has been increased during the past ten years. Formerly the heats being made in these furnaces were from 90 to 100 tons, whereas they now average from 110 to 115 tons per heat. And the time per heat has been reduced from approximately 9 hours per heat to about 7½ hours per heat. This, in effect, has increased the work load of the operators rather than reduced it, according to the Union's claim. Therefore, the reduction of force under these circumstances, the Union claims, is a violation of the above-named provisions of the Agreement.

The Company's Response

The Company denies that there has been a violation of Article XIV, Section 6, or of Article VI, Section 11, of the Agreement. And it further insists that the Management Clause, Article IV, Section 1, specifically provides that the management of the plant; the direction of the working forces and the right to plan and control plant operations are vested exclusively in the Company.

Even Article VI, Section 11 provides that the Company has the right to determine the size and duties of its crews, and recognizes the Company's "policy to schedule forces adequate for the performance of the work to be done..." From this the section goes on to explain how to fill a vacancy of a scheduled employee who cannot appear.

As to Section 6 of Article XIV, the Company contends that it simply does not apply to the situation now before us. This was meant to cover such local working conditions as wash-up time, paid lunch periods, furnishing of safety gloves, and other special equipment. It was not, the Company contends, the intent of the parties to freeze such things as current schedules of work assignments.

The Company also claims that Article VIII, Section 1, prohibits the Union officers and grievance committeemen from attempting to exercise any authority or control over the functions of management as set forth in Article IV.

Also, according to Article VI, Section 1, "This Article shall not be construed as a guarantee of hours of work per day or per week, except as provided in Sections 7 and 8, which pertain to the preservation of employees' sequential rights in promotions and demotions.

Discussion and Conclusion

The question before us may be stated as follows: "Was the Company in violation of Article XIV, Section 6, and Article VI, Section 11, when it denied the Union's request to schedule one additional hot metal crane and one additional scrap crane on the 4-12 and 12-8 turns when nine furnaces were in operation at the #1 Open Hearth Department?"

There are twelve open hearth furnaces in the #1 Open Hearth Department, and the use of hot metal and scrap cranes normally varies with the number of open hearth furnaces in operation. During the week of August 23, 1954, nine furnaces were operated. Two hot metal cranes and three scrap cranes were scheduled for the 8-4 turn, and one hot metal and two scrap cranes were assigned on the 12-8 and 4-12 turns. From this the instant grievance arose (Tr. 19).

There is nothing in Article VI, Section 11, which we can regard as restricting the Company's assignments in the manner here suggested. The Company has the discretion and the responsibility to "schedule forces adequate for the performance of the work to be done." In so doing, if a scheduled employee is absent from one of his turns, the Company must fill his vacancy "in accordance with the provisions of Article VII." That is, the Seniority provisions apply, or if a replacement is not thus available, "the Company shall call out a replacement or hold over another employee, unless the work to be accomplished by or assigned to the short crew can be modified so that it will be within the capacity of such short crew." In none of this language do we find a requirement that the Company must assign any particular number of employees to any particular shift.

The parties are in dispute as to just what "Local conditions and practices" are covered by Article XIV, Section 6. The Company says this only applies to a number of established practices and does not limit its discretion in the matter of crew assignments from week to week. The Union considers crew assignments of the kind here involved as being fixed on the basis of what it considers normal in terms of previous assignments and that "local conditions and practices" encompass these.

Our attention has been called to Grievance 4-B-35, filed November 7, 1945, wherein an additional craneman was requested on a ten-furnace operation. This grievance also applied to #1 Open Hearth. It was denied and was not appealed to arbitration (Company Exhibit 2).

It is claimed that prior to 1952-53, this department rarely had a nine furnace operation. During 1952-53, the furnaces of #1 Open Hearth were reconstructed and a nine furnace operation was then in effect. But during this period, the Company points out, all hot metal cranes were operated on all turns because, in addition to supplying hot metal to the furnaces, the cranes were also used in construction work (Tr. 30). From the early part of 1954 until September 1954, the Company operated from 8 to 12 furnaces. It was after the August 23, 1954 schedule was posted that Grievance 4-E-2 was filed (Tr. 30-31).

The Union has failed to prove that any particular number of either hot metal or scrap cranes has been regularly assigned with a nine furnace operation. Therefore, we are left without any basis upon which to conclude that there was an established local condition or practice to be maintained. And there is no proof of a violation of Article XIV, Section 6, and no basis upon which to sustain the grievance.

Award

The Company was not in violation of Article VI, Section 11, and/or Article XIV, Section 6, when it denied the Union's request to schedule an additional hot metal crane and an additional scrap crane on the 4-12 and 12-8 turns when nine furnaces were in operation at the #1 Open Hearth.

/s/ John Day Larkin
John Day Larkin
Impartial Umpire

Dated at Chicago
November 1, 1955