

INLAND STEEL COMPANY	)	
	)	Grievance No. 1-F-22
and	)	Docket No. IH-280-273-3/3/58
	)	Arbitration No. 275
UNITED STEELWORKERS OF AMERICA	)	
Local Union No. 1010	)	Opinion and Award

Appearances:

For the Company:

Henry Thullen, Attorney  
 J. I. Herlihy, Superintendent, Industrial Engineering  
 H. C. Cummins, Supervisor, Industrial Engineering  
 L. E. Davidson, Assistant Superintendent, Labor Relations

For the Union:

Cecil Clifton, International Representative  
 Fred A. Gardner, Chairman, Grievance Committee  
 Joe Stutz, Griever, Blast Furnace  
 John Wilson, Griever, #3 Plant  
 Jack Wabington, Griever, Blast Furnace

In this case, Ore Bridge Operators (Winter) with code numbers 70-0217 (in Plant No. 2) and 80-0214 (in Plant No. 3) demand that average hourly earnings be paid to them for the period starting December 14, 1957.

Wage Incentive Plan 70-0217, effective July 6, 1953 contained two parts. Part I provided incentive rates based upon total tons of burden less coke charged into blast furnaces. Part II provided incentive rates for unloading cargo. Part I was stated therein to apply to "Ore Bridge Oper. Winter" (70-2017 and 80-2014); and to "Ore Bridge Oper. Summer" (70-0208 and 80-0204); Part II applied only to "Ore Bridge Oper. Summer".

Changes in equipment led the Company to decide that the plan was inappropriate insofar as unloading cargo from boats was concerned, by Ore Bridge Operators Summer. Accordingly, it developed a new plan and incentive rate for boat unloading operations. On October 6, 1957 it placed that new plan into effect as File No. 70-0217-1. Pursuant to the Agreement it paid average hourly earnings on boat unloading until December 14, 1957, the end of the season. Average hourly earning payments were

suspended for Ore Bridge Operators Summer until the boat unloading activities were resumed in the Spring of 1958.

The "new plan", 70-0217-1, however, did not restrict itself to boat unloading operations only. The "Part I" and "Part II" organization of the 1943 plan was abandoned and the "new plan" covered both a rate for boat unloading and burden charged into blast furnaces; but these two operations were treated separately. In accordance with an understanding reached by the parties in the course of negotiating the 1956 Agreement the Occupational Incentive Rate was no longer set forth as a rate per 100 tons but in Standard Hours per Item. The Company claims, and the Union concedes, that there has been no change in the incentive plan or rate for burden charged to blast furnaces except in the form in which the rate is expressed.

The Union position is that the Company has claimed, on other occasions, that if an incentive plan is inappropriate in some respects it is inappropriate in toto and that a "replacement" plan is a "new" plan even if there are changes in only some of the rates for some of the operations or occupations covered by the original plan. It describes as inconstant the Company's position in this case that the older plan was inappropriate in part and asserts that the "new plan" (70-0217-1), even if the rates for the charging of burden into blast furnaces by Ore Bridge Operator Winter are unchanged, is a "new incentive" under Article V, Section 5, subsection 5, for the purpose of requiring average hourly earnings to be paid to incumbents of that occupation.

I do not agree. The incentive plan and rates for boat unloading and burden charging, although both are set forth in a single document, are clearly separable and are distinct. Indeed, it appears that before they were brought together in the same document (in an earlier version of the incentive plan), they were separate plans identified by different numbers. Whatever the Company may or may not have claimed in other cases, the facts here do not justify the conclusion that there has been a "new incentive" in 70-0217-1 for loading burden for charging into blast furnaces which requires the payment of average hourly earnings to incumbents of the job.

AWARD

This grievance is denied.

Approved:

Peter Seitz,  
Assistant Permanent Arbitrator

David L. Cole,  
Permanent Arbitrator

Dated: August 20, 1958