INLAND STEEL COMPANY )
)
and )
)
UNITED STEELWORKERS OF AMERICA )
Local Union 1010 )

Grievance No. 16-E-53
Docket No. IH-39-39-7/3/56
Arbitration No. 294

Opinion and Award

This opinion should be read in conjunction with that rendered in Arbitration No. 240 on February 5, 1958. It was there found that the incentive plan covering the slitting of cold rolled steel had not become inappropriate by reason of the changes made by the Company in January, 1956 on the 74" Wean Slitter in the Cold Strip Department. Among the changes then made was the addition of some welding equipment. At the hearing the Union had argued that the existing incentive plan should have included this welding operation along with the slitting of cold rolled steel; that otherwise the Company could successfully "fragmentize" jobs. As to this, it was proposed in the opinion in Arbitration 240 that the Permanent Arbitrator consult an industrial engineer as to whether the Company had properly separated the parts of the job for incentive plan purposes.

The Company has taken serious exception to this proposed course, contending that the Arbitrator's finding that the existing incentive plan had not become inappropriate completely disposed of the grievance under consideration.

In an exchange of correspondence the Union questioned the Company's right to say when the Arbitrator may make use of the services of an industrial engineer, under Paragraph 197 of the Agreement. The Company urges that it is not raising such a question, but rather is pointing out that no issue remains for further ruling by the Arbitrator, with or without the advice of such a consultant.

A careful review of Grievance 16-E-53 and of the answers in the first three steps of the processing of the grievance reveals that the issue raised and debated by the parties was only that relating to the inappropriateness of the incentive plan covering the slitting of cold rolled steel. The fragmentizing argument of the Union appears not to have been raised until the arbitration step. Indeed, the addition of a new mechanical procedure to a job which already had several parts, only one of which was covered by the existing incentive, could hardly support an argument that the job was thereby being fragmentized. The other parts of the job had long been compensated by certain "special rates," and the Company proceeded along somewhat similar lines with the welding operation. The other operations which were paid for by a fixed bonus were, and still are, as the testimony showed at the hearing, the slitting of hot roll pickle and reconditioning winding. When the grievance was in the early steps, only 10% of total operating time was on slit material.

It has been observed by the Permanent Arbitrator in earlier cases that he understands the parties do not expect him to confine himself solely to the facts known at the date of the grievance. Both sides have not hesitated to submit evidence indicating later developments to assist him in ascertaining what the relevant facts are. This is quite different,

however, from introducing a totally new issue for the first time in the arbitration steps, particularly one not reasonably within the scope of the grievance as submitted, however literally one may read the grievance.

The issue raised by the Union under its fragmentization point is essentially that the welding operation should be covered by an incentive, under Paragraphs 52, 53 and 59 of the Agreement. This is quite different from a complaint that an existing incentive covering the slitting of cold rolled steel has become inappropriate. That it is possible and acceptable to have part of a job under incentive and other parts not is self-evident from the facts of this case as they were prior to the changes made in January, 1956, and from the facts found and discussed in Arbitration 184. This issue calls for a separate and independent grievance, predicated on different contract provisions and theories from those involved in Grievance 16-E-53.

From the foregoing comments, it is clear that the Permanent Arbitrator must acknowledge that he improperly went beyond the limits of the grievance under consideration in Arbitration 240 when he proposed that he would delve into the question as to whether the Company was properly leaving the welding operation out of the incentive covering the slitting of cold rolled steel. He regrets this, and hastens to add that the present ruling is not to be construed as a ruling either way on the fragmentization point raised by the Union. All he is saying is that this point has no place in Grievance 16-E-53.

## AWARD

The grievance complaining that the incentive plan relating to the slitting of cold rolled steel has become inappropriate is denied.

Peter Seitz
Assistant Permanent Arbitrator

Approved:

S/ David L. Cole

David L. Cole
Permanent Arbitrator

Dated: January 5, 1959