INLAND STEEL COMPANY	)	Grievance No. 15-F-31
	)	Docket No. IH 369-360-9/10/58
and	)	Arbitration No. 313
	)	
UNITED STEELWORKERS OF AMERICA Local Union No. 1010	)	Opinion and Award

Appearances:

For the Union:

Cecil Clifton, International Representative
Fred Gardner, Chairman, Grievance Committee
Joseph Wolanin, Secretary, Grievance Committee
D. Blankenship, Grievance Committeeman

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
Tom Tikalsky, Division Supervisor, Labor Relations
Dave Gott, Job Analyst, Wage and Salary Department
Ken Hohhof, Supervisor, Industrial Engineering
Stanley Murzyn, Industrial Engineer
Paul Buda, Industrial Engineer
Gordon T. Heim, Assistant Superintendent, 44" Mill

The grievance filed on behalf of the Heaters in the 44" Hot Strip Mill requests that an additional Heater be assigned to the occupation. It is stated that when the occupation of Heater was established in 1947, Heaters were required to service two furnaces. A third furnace was added in 1951 and a fourth furnace, distinguished from the others by a number of automatic or semi-automatic features, was added in 1958. In February, 1958, when the fourth furnace was added to the existing facilities, the Company states "the base rates and incentives of the occupations comprising the Heater force and the size and duties of the crews were reviewed. This review established that although an increase in the workload was anticipated and an adjustment in the incentive rates required, neither the base rates nor the crew size needed to be changed". The grievance filed following this determination alleged violation of Article VI, Section 8, the first sentence of which provides:

> "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. * * *"

The furnaces are serviced, on each turn, by a crew of three, a Heater, a 1st Heater Helper and a 2nd Heater Helper. (The latter occupation having clerical duties only may be disregarded for the purposes of this case.) Each of the furnaces is 23 feet in width. A distance of 17 feet separate Furnaces #1, #2 and #3 from each other. A distance of 65 feet separates Furnace #3 from the new Furnace #4. These furnaces process slabs of a variety of specifications, both as to size and metallurgical composition. It is important that the processes be uniform in the several furnaces which may be operating simultaneously with respect to a given lot of slabs or a heat. The Heater has the responsibility for the uniform treatment of the material and the operation of the furnaces. It was testified by a Heater that when there were two furnaces, so far as actual working procedures were concerned, the Heater was occupied with furnace adjustments and the helper was occupied with auxiliary services, so-called, constituting a variety of supplementary activities. With the addition of the third and fourth furnaces, it was said, the Helper took on, to an increasing extent, the Heater's duties of furnace observation, adjustment and control and the Heater, also, to an increasing extent, took on the auxiliary functions of the Helper. This was not specifically denied, in the record, by the Company. It was also made to appear that there was considerable variation of the practices of Heaters and Helpers in attending and operating the furnaces. The Heaters, apparently, each have their own modes of performing their duties, as to the locations in which they position themselves and the routines they follow. The Helpers accommodate to the routines and activities of the Heaters under whom they work.

The Union's case rests on the claim that the Helpers are performing Heaters' work and that this fact alone establishes the conclusion that Heater "forces adequate for the performance of the work to be done" (Article VI, Section 8, Paragraph 127) have not been scheduled. The Union also calls attention to the fact that another grievance, in which Helpers are requesting that they be paid for the performance of Heater work, is pending in the grievance procedure.

The Company contends that the forces scheduled are adequate for the performance of the work and that its workload and time studies of Heaters and Helpers on three turns in 1958 of four furnace operation and one turn in 1957 of three furnace operation confirm this conclusion.

The workload and time studies are objected to, in principle, by the Union, which also argues in the alternative that if regarded to be appropriate for consideration they are inadequate, inaccurate and misleading. The Union's position that workload and time studies are inappropriate for consideration, in principle, must be denied. There is nothing in the Agreement that prohibits such studies for the purpose of ascertaining facts which bear upon the adequacy of

a crew to perform the work. The relevancy of such studies, as evidence, in determining a proper incentive rate under the Agreement has long been established and recognized in arbitration awards both antedating and following the appointment of the Permanent Arbitrator. No sound reason has been suggested why such evidence, deemed relevant in incentive rate cases might not similarly be regarded as relevant testimony in a dispute involving the adequacy of the force scheduled to perform work. This is not to say, of course, that time and workload studies are conclusive and in their very nature are impregnable to attack. It is recognized that they are based upon personal evaluations and judgments. Accordingly, when offered, they must be accepted in evidence and appraised and weighed in the balance together with all other competent and material testimony presented to prove a fact. It might be noted here that in Arbitration No. 168 where a similar issue was presented to the Permanent Arbitrator he accepted and considered as relevant and material a time and workload study concerning the activities of Testers in the Quality Control Department.

The Company estimates that when the fourth furnace was installed the average workload per man on the 2 man crew increased 5.2% from 36.5% to 41.7%. Similarly, in Arbitration No. 168 the Permanent Arbitrator found and declared:

> "There can be no reasonable doubt that the workload of the Testers has gone up since the third line began to operate. There are more coils to test and more work to do. The pressures are greater. It is significant, however, that although there have been some verbal warnings to Testers no one has ever been disciplined. Apparently it has been possible thereafter for the Testers, with intermittent help as described, to maintain the necessary work pace. If the evidence indicated this is so only because the Testers are driving themselves beyond normal or reasonable endurance, then my holding would be that the scheduled forces are inadequate. * * *" (Underscoring supplied.)

Having found that the evidence did not so indicate, the Permanent Arbitrator denied the grievance.

In this case, also, if the testimony of the Union witnesses be accepted as given, the additions of furnaces augmented their responsibilities and movements - but there is no basis on which it can be found that they were "driving themselves beyond normal or reasonable endurance". Indeed, if similar weight should be given to the time and work studies presented by the Company

(discounting, for the sake of argument the several technical criticisms leveled at them by the Union) one would conclude that the Heaters were not working at an unusual or unduly burdensome pace.

At the hearing a considerable amount of discussion ensued as to the failureof the time-study engineers to credit "attendant time" observed in the "allowed minutes" column. I do not regard it as necessary in this opinion to elaborate the details and refinements in the arguments made by both parties. It is evident, however, that regardless whether all time not credited as checking, adjusting, walking or miscellaneous activity should have been credited, there is a substantial portion of the Heaters' time which is spent in passive observation and attention not involving physical effort. It is not required to accept all of the procedures and findings in the time and workload study challenged by the Union to reach this result. This conclusion, together with all the other evidence in the case requires the finding that the policy referred to in Article VI, Section 8 has been observed and that the Heaters have not established that the forces scheduled were not adequate for the performance of the work to be done.

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: March 31, 1959