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

Grievance No. 14-F-73
Appeal No. 71
Arbitration No. 375

Opinion and Award

Appearances:

For the Company:

E. R. McGaughey, Superintendent, No. 3 Blooming Mill, No. 4 Slabbing Mill
W. A. Dillon, Assistant Superintendent, Labor Relations Department
K. Hohhof, Supervisor, Industrial Engineering
R. Sutter, Industrial Engineer
G. P. Bittner, Occupational Hygiene Technician

For the Union:

Cecil Clifton, International Staff Representative
Don Black, Chairman, Grievance Committee
Frank Stack, Assistant, Grievance Committee
J. Wolanin, Secretary, Grievance Committee

Violation of Article V, Sections 4 and 6, and Article VI, Section 8 is charged by reason of the Company's action in cutting the size of the crew of Hot Steel Hookers in the No. 3 Blooming Mill from four to three.

These Hookers perform the hooking duties in removing hot steel material from piler skids and transporting it to the slab yard or transfer car. For many years the crew consisted of four men. The job description was revised July, 1957 to include the duty of operating the transfer car, and became effective August 11, 1957. Observation and engineering studies subsequently convinced Management that the new work pattern (procedures, conditions and work load) called for no more than a three-man crew, and this reduction was effectuated on October 23, 1958, after notice to the Union. The employees thereupon filed this grievance, citing Sections 4 and 6 of Article V, and later Article VI, Section 8.

Article V, Section 4 provides, in Paragraph 50, that all job descriptions and classifications shall remain in effect for the life of the Agreement, except as changed by mutual agreement or pursuant to Section 6. In Paragraph 51, a similar provision is made for existing incentive plans (including rates, methods, bases, standards, guides and guaranteed minimums under said plans), except as changed by mutual agreement or pursuant to Section 5 of Article V.

Section 6 (Paragraph 60) deals with the development of a new job description and classification for a new or changed job, i.e., when the requirements of the job as to training, skill, responsibility, effort or working conditions are altered.

Article VI, Section 8 (Paragraph 127) provides at the outset:

> "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."

It then spells out the course to be followed where a scheduled employee is absent from the scheduled force.

It is difficult to see how the Company's action in reducing the size of a crew is forbidden by Sections 4 or 6 of Article V. Neither the job description and classification, nor the incentive plan, applicable to grievants has been discontinued or changed, and these are the only subjects dealt with in these sections of the Agreement. On the contrary, provisions are set forth by which the employees may demand correction of incentive plans which have become inappropriate by reason of changed conditions or by which they may insist that a new job description and classification be developed in such circumstances. There is no reference in these sections to the maintenance of crew sizes, nor is the size of the crew mentioned in the job description.

Only in Article VI, Section 8 is there a mention of crew size, and it is significant that the reference there is coupled directly to the Company's right to determine the size and duties of the crews.

In Arbitration 168 I ruled that this right of the Company is subject to challenge by the Union under the grievance procedure. But neither in Arbitration 168 nor in any of the subsequent cases dealing with the determination of crew size was it held that the Company could not reduce the size, or decline to increase the size where duties were added, so long as it observed the underlying requirement that it "schedule forces adequate for the performance of the work to be done." In Arbitration 330, the attack on the Company's action was predicated in substantial part on the local conditions and practices provision of the Agreement (Article XIV, Section 5), and the differences between the collective bargaining agreements in other steel companies and at Inland were carefully pointed out, and this approach was not sustained. The Union in the instant case does not refer to Article XIV, Section 5. However, it should be mentioned that there are circumstances in which the past practices provision does have practical meaning, and these are discussed in Arbitration 238. Other cases in which crew size was the issue are Arbitration Numbers 315 and 331.

This is largely an issue of fact. Is the workforce adequate? Time studies, established crew sizes, actual experience, changes in the work load or surrounding conditions since the crew size was initially determined, all have a bearing on this issue.

The four-man crew has been used at least since 1945. In 1953 the Superintendent issued a communication in which was discussed a plan to install a hot connection transfer, which would lighten the work load of the Hookers leading eventually to a reduction in crew size to two men. This experiment apparently did not work out. Upon review, the Union maintains that there have been no changes in job content warranting a reduction in crew size.

The Company witnesses, however, described the changes made. In 1957-1958 a new slab yard with twice the slab capacity came into use. This resulted in far smaller storages of steel, with relatively little of it hot in comparison with the former condition, and when hot at a far greater distance from the Hookers than formerly. The work area is now much more open, with much less congestion and greater safety, superior ventilation and lighting. The delays caused by slabs being piled up by the slab transfer necessitating straightening out by the Hookers have been cut down very substantially. There has also been a reduction in the No. 3 Blooming Mill production, which has cut down the work of the grievents to some extent. The Company's studies demonstrated that the present work load of the Hookers, including personal time, averages 19.8%, and on the heaviest work day would reach 30.2%. These are levelled figures. If actually observed times were used, these figures would be 22.7% and 35.2%, respectively. No deterioration in environmental factors was found, in fact, conditions of gas, heat and humidity were studied and found to be entirely satisfactory for the nature of the job in question, and improved since the opening of the new slab yard.

The Company explained the former four-man crew size by referring to historical reasons, a carry-over from other blooming mills, and certain heavy duties performed by Hookers in former years.

On the whole, the evidence of Management concerning the changes in this job that have occurred over a period of time and by virtue of the new yard, and of the workload and environmental factors now prevailing was not seriously controverted or shaken by witnesses in a position to do so effectively.

Upon all the evidence, it is my opinion that Management is scheduling forces now adequate to perform the work in question, under the conditions now prevailing .

This leaves open the possibility that the Union may still raise the types of question suggested in Article V, Sections 4 and 6. Section 4, of course, also refers directly to the provisions of Section 5. This possibility was discussed at the hearing, as an alternative to the approach made by the Union. Having determined to sustain the Company for the reasons mentioned, the Union should still be given the opportunity to raise the type of question suggested in this paragraph if it believes the facts warrant it, and if so such questions, if they are not resolved in re-opened grievance discussions, should be entertained in arbitration as an unfinished part of this case.

AWARD

Subject to the possibility mentioned in the preceding paragraph, this grievance is denied.

Dated: November 7, 1960

/s/ David L. Cole

David L. Cole
Permanent Arbitrator