In the Matter of Arbitration Between:

INLAND STEEL COMPANY
- and -
UNITED STEELWORKERS OF AMERICA,
Local Union 1010

Arbitration Award No. 382
Grievance No. 7-F-66
Appeal No. 106

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. W. A. Greene, Asst. Superintendent, Plant No. 2 Mills
Mr. W. A. Dillon, Assistant Superintendent, Labor Relations Dept.
Mr. V. Hansell, General Foreman, Plant No. 2, Electrical Dept.
Mr. G. Cox, Foreman, Plant No. 2, Electrical Department
Mr. M. S. Riffle, Divisional Supervisor, Labor Relations Dept.
Mr. M. G. Jacobson, Supervisor, Industrial Engineering Dept.
Mr. H. S. Onada, Labor Relations Representative, Labor Relations Department
Mr. R. J. Stanton, Assistant Superintendent, Labor Relations Department

For the Union:

Mr. Cecil Clifton, International Staff Representative
Mr. C. Szymanski, Grievance Committeeman
Mr. A. Gardison, Witness
Mr. A. Garza, Secretary, Grievance Committee

STATEMENT

A hearing was held in Gary, Indiana on October 13, 1960.

THE ISSUE

The Grievance reads:

> "Aggrieved employees in the Electrical Department allege that in the No. 3 Finisher are not scheduled adequate forces for performance of work to be done. Aggrieved employees request the Company schedule forces adequately for work in the No. 3 Finisher for work to be performed."

DISCUSSION AND DECISION

The Union has not presented specific evidence to show that the Company has failed to "schedule forces adequate for the performance of the work to be done" as required by Article VI, Section 8. There is no basis for a finding that the Motor Inspectors here are required to drive themselves "beyond normal or reasonable endurance". The evidence would indicate that at least as of the time of the grievance, there was not a single finishing unit in operation. After September, 1958, the three cranes were being serviced by the Motor Inspectors assigned to the No. 1 and No. 2 Finishing Motor Inspectors for a period of approximately three years prior to the shutdown of rail finishing. On the eight to four turn, whenever rail finishing was not operating, they had been serviced by the Motor Inspector assigned to No. 1 and No. 2 Finishing. The Union did not refute the Company's statement that no Motor Inspector had been assigned to Rail finishing on downturns and no grievance had been filed alleging that due to this fact the Company has scheduled an

inadequate Motor Inspector force.

The Union's principal claim, however, is that in agreeing to the April 2, 1956, Mutual Agreement, it did so on the understanding that the Company did represent "that it had no intention of using" this Agreement "to reduce the working force" and that it "would maintain the same work force in the future" as it "did in the past". The Union urges also that when the Company furnished the Union with the work assignment sheet (Union Ex. 1), that this then constituted an agreement as to what would represent an "adequate work force" or a "normal work force:. The Arbitrator must first observe that a reading of the Mutual Agreement of April 2, 1956, makes no reference to this concept of a set adequate work force. The Union agrees that the only attachments were the sequence diagrams. There is no question that there was a "quid pro quo" i.e., "a this for that", that constituted the consideration for the entry into this Agreement. The incentive earnings opportunities were increased and the classification of most of the jobs was increased. If the Parties actually intended to adopt what amounts to a "crew consist" provision, as a further inducement to the Union's entering into this Agreement, considering the importance and the somewhat unusual nature of such a provision, then clear language would have been written into this document.

The Mutual Agreement is a carefully drawn instrument. A "crew consist" understanding would not be based upon the mere delivery of a work assignment sheet to the Union.

Inasmuch as the Arbitrator cannot find a "crew consist" understanding to be in existence--then the only test is that set forth in the prior Awards as to whether the present scheduling represents an "undue burden" upon the employees. Even if consideration were to be given to the situation prevailing since January 26, 1959, the date of the grievance, there is no specific evidence that would permit such a finding in this case.

AWARD

The grievance is denied.

Peter M. Kelliher
Arbitrator

Dated at Chicago, Illinois
This 21st day of November 1960