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In the Matter of Arbitration Between:

THE INLAND STEEL COMPANY  
(Indiana Harbor Works)

Arbitration Award No. 389

Grievance No. 22-F-65

- and -

Appeal No. 126

UNITED STEELWORKERS OF AMERICA,  
AFL-CIO, Local Union 1010

PETER M. KELLIHER  
Arbitrator

APPEARANCES

For the Company:

William F. Price, Attorney  
D. L. Arnold, Attorney  
Herbert Cummins, Supervisor, Industrial Engineering Dept.  
J. F. Herlihy, Superintendent, Industrial Engineering Dept.  
A. M. Kroner, Superintendent, No. 3 Open Hearth  
J. Stanton, Asst. Superintendent, Labor Relations  
L. T. Lee, Industrial Engineering Department

For the Union:

Cecil Clifton, International Representative  
Joseph Gyrko, Grievance Committeeman  
Al Gaza, Secretary, Grievance Committee  
Lyndal St. Clair, Witness  
Walter Nagaiera, Witness  
Fred Killmore, Witness

STATEMENT

A hearing was held on November 17, 1960, at Gary, Indiana.

## DISCUSSION AND DECISION

The principal question is whether Wage Incentive Plan, File No. 85-0318 has become inappropriate since the Company added a sixth man to the Charging Car and Ladle Crane crew on December 14, 1958. The plan itself which was made effective on August 4, 1957, was found to be equitable in relation to the customary criteria in Award No.283.

No showing has been made by the Union that the work load has increased. The Company testimony is that since the sixth crew member was added there has actually been a decrease in the work load. The Union's principal argument is that the expected margin for crew per turn was 30.4 percent and that the employees under a six man crew with six and seven furnaces in operation are not able to reach that level that they formerly did with a five man crew. The controlling consideration, however, is that when the expected margin was 30.4 percent the percent work load was 86.8 percent. With the addition of the sixth man the percent work load has been decreased to 72.2 percent and the expected margin for the crew per turn is now 25.3 percent. All of the evidence requires a finding that if the Company had acceded to the Union's request or in the alternative if the Arbitrator had required a sixth man in the crew prior to or at the time of the Award in Arbitration No. 283 that then the expected margin for the crew per turn would be 25.3 percent. Because of the consequent decrease in the percent work load with the addition of a sixth man there can be no question that while the work the crew performs per 100 tons produced

has not increased that with the addition of a sixth man the work load of the individual members of the crew has decreased. This requires a consequent reduction in the expected margin and explains the decline in the individual earnings of the crew members.

This is not a case similar to Grievance No. 22-F-68 cited by the Union where there was an increase in the work load after the incentive plan was made effective.

The standard wage incentive practices which have become established fully contemplate that where the crew is increased and the same amount of work to be performed is thus divided among more employees in the crew that earnings are expected to decrease. (See Arbitration Award No. 284). This Arbitrator understands the natural disappointment of the members of this crew when their earnings are decreased under this or any other situation. This, however, is fully contemplated by the plan and if the number of crew members were decreased there would be a consequent increase in work per employee and in resulting earnings.

AWARD

The Grievance is denied.

  
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Peter M. Kelliher

Dated at Chicago, Illinois  
this 16th day of January 1961.