

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA  
Local Union 1010

Grievance No. 5-G-34  
Appeal No. 523  
Arbitration No. 493  
  
Opinion and Award

Appearances:

For the Company:

W. F. Price, Attorney  
W. A. Dillon, Assistant Superintendent, Labor Relations  
R. J. Stanton, Assistant Superintendent, Labor Relations  
F. P. Johnson, Assistant Superintendent, No. 2 Open Hearth

For the Union:

Cecil Clifton, International Representative  
A. Garza, Secretary, Grievance Committee  
Leo Hernandez, Griever  
John Shebesh, Assistant Griever  
Sherman Ballard, Witness  
John Meehan, Witness  
M. Stimac, Witness  
C. Rowe, Witness

The Company installed Incentive Plan File No. 60-5306-2 for the Melting Furnace Crew, No. 2 Open Hearth, without discussing this plan with the International Representative of the Union. This the Union regards as a violation of Article V, Section 5, specifically Paragraph 56, which provides:

"If agreement is not reached within thirty (30) working days after the meeting at which such incentive is explained to the grievance committeemen, the matter shall be reviewed in detail by an International Representative of the Union and the Company for the purpose of arriving at mutual agreement as to the installation of the incentive. Such meeting shall be held promptly upon the request of either party."

Before installing this plan the Company had both orally and by letter requested a meeting with the International Representative for the purpose of reviewing the plan. He either declined to have such a meeting or ignored the request because he felt that the grievance committeeman had not been allowed 30 days in which to arrive at a possible agreement with the Company representatives, which Paragraph 56 stipulates he shall have.

The Company insists that it submitted the incentive plan to the grievance committeeman on September 15, 1960, and on the following day he rejected it, so that there was no point in waiting until the end of the 30-day period. As the Company expressed it, he agreed on September 16 to disagree. Furthermore, the Company points out that in the past the International Representative has met before the end of this period, and that the general desire to expedite

grievance handling dictates that this course should continue to be followed when there is no reason for delay.

The Union's approach is a literal one. The agreement, in Paragraph 56, provides for a 30-day period in which the grievance committeeman may decide whether to accept the incentive plan in toto or to let it be installed, reserving the right to grieve over the rates, and the Company has no right to deny this opportunity to him.

I cannot resist observing that needless moves might wisely be avoided, in a constructive effort to make the grievance procedure function effectively and as expeditiously as possible. But at the same time I have no authority to direct either party to waive any contractual procedures or other contract rights. That it has been done so in the past, as a cooperative matter, is good, but this is not a basis for saying it must be done in all situations.

It may have been a forlorn hope, as the Company viewed it, to expect the grievance committeeman within the allotted 30-day period to change his mind, in whole or in part, after his flat rejection of the incentive plan on September 16. But the explanation of the plan to him, called for in Paragraph 55, is for the purpose of arriving at agreement if at all possible, and Paragraph 56 does give him 30 days in which to arrive at his conclusion, of which neither the Company nor the Arbitrator may deprive him. It is conceivable that he may be persuaded during this time, based upon more facts or further consideration, to withdraw his earlier rejection.

The merits of the incentive plan itself are not involved in this grievance, there being another grievance which addresses itself to that problem.

AWARD

The Company and Union representatives shall meet, for the purposes and in the manner set forth in Article V, Section 5 (Paragraph 56).

Dated: August 31, 1962

/s/ David L. Cole

David L. Cole  
Permanent Arbitrator