LUNCH PERIOD FOR CRANEMEN
— PARTIAL GRANT.

INLAND STEEL COMPANY	)	Grievance No. 8-G-55
	)	Appeal No. 590
and	)	Arbitration No. 513
	)	
UNITED STEELWORKERS OF AMERICA Local Union 1010	)	Opinion and Award

Appearances:

For the Company:

William A. Dillon, Assistant Superintendent, Labor Relations Department
Robert H. Ayres, Assistant Superintendent, Labor Relations Department
M. S. Riffle, Divisional Supervisor, Labor Relations Department
J. Bomersback, Industrial Engineer, Industrial Engineering Department
M. Jacobson, Industrial Engineer, Industrial Engineering Department
G. Fiegle, General Foreman, 28" Finishing Department
W. A. Greene, Assistant Superintendent, 28" Finishing Department
R. Jennison, Turn Foreman, 28" Finishing Department

For the Union:

Peter Calacci, International Representative
William E. Bennett, Acting Chairman, Grievance Committee
William Young, Vice Chairman, Grievance Committee
Walter Green, Grievance Committeeman
Lonnie Walters, Witness
Buddy Hill, Witness
Raymond Lopez, Grievance Steward

The grievants are Crane Operators in the No. 1 and 2 Finishing Ends of Plant No. 2 Mills. The grievance states that they "are requesting a lunch period which so far has been denied them," and the request is "that these employees should have a daily lunch period," citing Article VI, Section 1, and Article XIV, Section 2.

For many years these grievants have been eating "on the fly," because the cranes must be operated or available 24 hours per day to service other operations. The trouble leading to this grievance occurred when the Foreman interrupted one of the grievants who was lowering some money from his perch in the crane to another employee who was going to the canteen. The grievant was told he could file a grievance if he disliked the Foreman's action, and on other occasions it had been made clear that if a Crane Operator leaves his post to go to the canteen he would be subject to discipline.

At the arbitration hearing the Union dropped its reliance on Article VI, Section 1, and concentrated on Article XIV, Section 2 (Paragraph 259). Paragraph 259 provides:

> "Reasonable provisions in the opinion of the Company shall be made for in-plant feeding. The Lunch Committee of the Local Union shall have the right to advise and consult with the Superintendent of Labor Relations concerning the provisions for and maintenance of such service."

While the discussions in the grievance procedure included a demand that a designated lunch period be given by the Company, the grievance itself merely requests a daily lunch period, which, as in the past, would not necessarily be identical for all these Crane Operators. The nature of the operation precludes a set lunch period for all at the same time, and this has been recognized for years.

It is the Company's view that it has discharged its obligation under Paragraph 259 by physically setting up a satisfactory canteen. This paragraph, however, speaks of reasonable provisions for in-plant feeding. This means that reasonable access in one manner or another must be provided for the employees who have paid lunch periods and must eat "on the fly."

Studies were offered by the Company to demonstrate that these grievants have almost 40% of their time unoccupied, and that they therefore have plenty of opportunity to find time to eat. This, however, does not give a fair picture of the conditions under which grievants work. Their unoccupied time may be in installments of considerably less than 20 minutes; much of it comes at either end of their work turn, not in the middle; and they are not permitted even during these breaks to leave their cranes but must stand by awaiting the signals to proceed as needed.

The Management representatives who appeared at the hearing acknowledged these facts and said they have cooperated by letting these Crane Operators have other employees fetch food or coffee for them from the canteen. It was the refusal of one Foreman to let one of the grievants do so that led to this grievance. This Foreman was present at the hearing and did not dispute the statement of this grievant.

For a long time supervision and the Crane Operators have managed to work cooperatively under these difficult conditions, thus satisfying the access to the canteen facilities which is implicit in the expression "Reasonable provisions in the opinion of the Company shall be made for in-plant feeding. The denial of the opportunity of these Crane Operators to eat at all, or only at the early or late part of their eight-hour turn, and then with no chance to go, or have some other employee go for them, to the canteen to procure food or beverage, does not constitute compliance with the requirements of Paragraph 259.

Nor would this be in accordance with past practice. This does not mean that a scheduled or designated lunch period must be established for all these Crane Operators at the same time, nor that each one's lunch period should be scheduled in advance. It means, however, that the Foreman must let each individual make or find time for lunch sometime during the three mid-shift hours, and that each Crane Operator should have the right and opportunity to request some other employee to obtain something for him from the canteen. Essentially, the testimony was that this has been the practice, and that it has been followed with due regard to operating requirements. The one unfortunate incident mentioned above represented a departure and caused this grievance to be processed.

AWARD

This grievance is granted to the extent indicated above.

Dated: November 30, 1962

/s/ David L. Cole

David L. Cole
Permanent Arbitrator