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

Grievance No. 20-G-77
Appeal No. 589
Arbitration No. 514

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Department
R. H. Ayres, Assistant Superintendent, Labor Relations Department
A. T. Anderson, Divisional Supervisor, Labor Relations Department
J. J. Matusek, Assistant Superintendent, Mechanical Department
G. G. Gustauson, General Foreman, Rigger Shop
J. Federenko, Turn Foreman, Rigger Shop

For the Union:

Peter Calacci, International Representative
William E. Bennett, Acting Chairman, Grievance Committee
James Balanoff, Grievance Committeeman
Ted Ciastko, Witness
Arthur Frechette, Witness

This grievance raises the question whether the Company violated Article VI, Section 8, when on December 22, 1960 a three-man Rigger crew was directed to place the front wheels of a pit crane trolley back on the tracks in the No. 1 Blooming Mill. The grievance asserted that this "gang worked shorthanded, doing a full gang's work with only half the men." The request is general in nature: that the Rigger Shop stop working with short gangs and call out enough men to do the job safely and adequately.

The reference to "half the men" was inaccurate. The Union actually contends that a crew of four men should have been used instead of three.

On the turn in question one scheduled Rigger of a crew of four reported off. This was the 4-12 turn. No large jobs were scheduled for that turn, so the Company did not hold over or call out a replacement, treating the crew as on stand-by duty. Normally, major jobs are done on the day turn, when a larger crew is on duty. At 7 p.m. a call was received from the No. 1 Blooming Mill to send in Riggers because the front wheels of the No. 1 Pit Crane trolley had left the tracks. Such assignments had been performed in the past by either three or four-man crews, and Management decided to have the available three-man crew do it in this instance.

The grievants' objections are similar to those considered in numerous previous awards, running back at least to Arbitration No. 152 in 1957. The question is whether Management's decision to have work performed in three hours which could be done in materially less time by the larger crew constitutes a "modification" within the meaning of Article VI, Section 8 (Paragraph 127) so as to obviate the requirement that a replacement be held over or called out when a scheduled crew member is absent. Paragraph 127 is as follows:

"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. When a force has been scheduled and a scheduled employee is absent from a scheduled turn for any reason, the Company shall fill such a vacancy in the schedule in accordance with the provisions of Article VII, and if the schedule cannot be so filled, the Company shall call out a replacement or hold over another employee, unless the work to be accomplished by or assigned to the short crew can be modified so that it will be within the capacity of such short crew."

The issue is whether the work assigned to the short crew was modified so as to be within its capacity.

Three-man Rigger crews had previously done this job, although four men have also done it. When the larger crew has been used, the job has taken from one-half hour to one hour less time. Flags and bumpers must be placed, an area roped off, and jacks and blocks used on both sides of the trolley. When four employees are on the job, the placing of the flags and bumpers and the roping off can be done by two men, who can cover the area involved in less time. The jack used on the trolley job is a 25-ton hydraulic jack and is best operated by only one man. This is to be distinguished from the 100-ton ratchet jacks used on other similar jobs; when, for example, a ram must be replaced on the tracks the Company would not assign less than four men, two to each side.

"Modified" is a very broad term, and a series of arbitration awards have recognized its normal meaning. Several collective bargaining agreements have been negotiated since this series of awards began to be issued and the contract provision has remained unchanged, from which it must be assumed that with its meaning thus interpreted it is understood and accepted by the parties.

There is no point in restating the reasoning set forth in this series of awards. The parties are quite familiar with them. Reference need merely be made to their numbers: 152, 168, 183, 245, 315, 330, 382, 450, 477.

The grievants also raised the question of safety hazards, but on all the evidence it cannot be found that the use of a three-man crew on the job in question in fact unduly or unreasonably increased this hazard beyond that normally inherent in work of this kind. The Rigger's job, by its nature, involves a certain amount of hazard, and it does not appear that the three-man operation conducted necessarily at a slower pace than that with four men, materially or unduly enlarges this hazard factor.

AWARD

This grievance is denied.

Dated: November 30, 1962

S/ David L. Cole

David L. Cole
Permanent Arbitrator