INLAND STEEL COMPANY	Grievance No.	Appeal No.
and	5-G-44	683
	5-G-45	684
UNITED STEELWORKERS OF AMERICA Local Union 1010	Arbitration No. 527	

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. H. Ayres, Assistant Superintendent, Labor Relations
L. Kraay, Superintendent, No. 2 Open Hearth
M. Howard, General Foreman - Cranes, No. 2 Open Hearth

For the Union:

Cecil Clifton, International Representative
John Shebish, Grievance Committeeman
S. A. Ballard, Assistant Grievance Committeeman
William E. Bennett, Secretary, Grievance Committee

In this grievance violations of Article XIV, Section 5 and Incentive Plan 60-0317, Sheet 3d-5, were charged. In the grievance steps the Union also cited Article VII, Section 8.

Grievance 5-G-44 was filed on behalf of the Ladle Cranemen in the No. 2 Open Hearth and 5-G-45 on behalf of the Hot Metal Cranemen. The complaint in each is that the Spell Craneman has been removed, contrary to "the prevalent local condition and past practice" and despite the fact that the applicable incentive plan provides for a Spell Craneman.

In 1951 the Cranemen complained because they were being required to oil and grease the cranes. It had been the practice to relieve the Cranemen for one hour each turn during hot weather. The Superintendent agreed that if the employees would continue to do the oiling and greasing, the Cranemen would be given one hour off duty each turn throughout the year. The grievants insist that he also agreed to employ a Spell Craneman to operate each crane during the spell period. The Company disputes this latter point.

In any event, Spell Cranemen were consistently employed thereafter to spell the Ladle Cranemen and the Hot Metal Cranemen for some 10 years. During this period there was some fluctuation in the number of furnaces serviced by the Cranemen, but not until 1961 did the number of furnaces in operation drop to the 10 - 12 level, the full complement being 24. Until January, 1961, when the number of furnaces in use declined, the number of cranes used also declined, maintaining roughly a ratio of one crane of each type to three furnaces. But a Spell Craneman was always scheduled until shortly before these grievances were filed in February, 1961.

In the period complained of, the Company operated 10 to 12 furnaces. It used three Ladle Cranes for three weeks and four in the fourth week; in the

weeks in which three Ladle cranes were in use the Company scheduled a Ladle Craneman - Spell, but not in the fourth week when four cranes were in use. The number of Hot Metal Cranes, however, varied as among turns from three to four until the fourth week when four such cranes were operated on all three turns, but at no time during this four-week period was a Hot Metal Craneman - Spell scheduled.

The grievants' complaint is that when a Craneman leaves his crane during the spell period, with no Spell Craneman to take over, the workload of the remaining Cranemen is substantially increased, since they have to cover the furnaces which would have been serviced by the crane that is down. When a Spell Craneman is on duty, however, he operates this crane during the spell period and the other Cranemen simply perform their normal work. Grievants also complain that it is customary for Cranemen to have spots of time without active duties and that they work toward these spots and look forward to them. Sometimes they may do their greasing and oiling work at such times, but often they are periods of relaxation. But when they must absorb the work of another Craneman who is off duty for his rest period, these spots tend to disappear or to be absorbed in their own spell period, the result being that their workload becomes considerably heavier.

The determining question is whether Article XIV, Section 5, the Local Conditions and Practices provision, or the terms of the incentive plan are violated when the Company follows the course complained of.

The Company insists that the reasoning in Arbitration No. 330 supports its contention that its right to determine crew sizes (Article IV and Article VI, Section 8) overrides the employees' claim to the continued benefit of local conditions and practices under Article XIV, Section 5, because of the consistency requirement set forth in Article XIV, Section 5.

It is true that such a test applied in the cited case, under the facts of that case, resulted in a ruling in favor of the Company's contention. The facts, however, are distinguishable. In the instant case there was a definite understanding reached in this department some years ago that a Spell Craneman would be assigned in connection with the one hour of relief each turn promised to the Cranemen. The Spell Craneman has in fact been used for over ten years, at various furnace levels. If one was assigned when there were seven Ladle Cranemen and five Hot Metal Cranemen on duty, from the viewpoint of the Cranemen it is equally burdensome to eliminate the Spell Craneman when there is a smaller number of Cranemen scheduled. Each has a full workload regardless of the total number of furnaces in operation, and they must pick up the servicing duties of the Craneman on spell. When there are only three or four Cranemen on duty, the Spell Craneman relieves each of them for one hour, has one hour of spell himself, and is then used as a regular Craneman on these or other jobs, to fill out his turn.

Workload is an important factor in determining incentive rates, and these grievances specifically mention Incentive Plan 60-0317, Sheet 3d-5 where express provision is made for the Spell Cranemen. The use of a Spell Craneman does not adversely affect the incentive earnings, -- the Spell Craneman is simply paid "equivalent" earnings. But the addition of a regular Craneman does cut into the incentive earnings of the other Cranemen, and this is the logical result of eliminating the Spell Craneman.

The Union does not, and cannot, properly question Management's judgment as to the number of cranes to operate, except on general grounds of unreasonableness, or of inadequacy of force under Article VI, Section 8 as construed in several awards, particularly Arbitration No. 168.

In essence, the Union's claim is that the long prevailing practice conforms with a departmental agreement with the Company, is protected by the contract provision that all incentive plans not under dispute in the grievance procedure (including all rates, methods, bases, standards, guides) shall remain in effect for the life of the Agreement, and is therefore not inconsistent with the Agreement, within the fair meaning of Article XIV, Section 5. In this respect, other contract provisions are not inconsistent with the asserted local condition and practice. It is more logical and reasonable to hold under the facts of this case that the assertion of the managerial right in question is limited by other provisions of the Agreement. Essentially, the reasoning used in Arbitration No. 238 applies to this situation. It has never been ruled that Article XIV, Section 5 has no force. It simply must give way when the practice advocated is not consistent with other specific parts of the Agreement, normally those dealing with the subject under consideration.

AWARD

These grievances are granted.

Dated: February 6, 1963

/s/ David L. Cole
David L. Cole
Permanent Arbitrator