

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 21-E-22
Docket No. IH-4-4-1/20/56
Arbitration No. 168

Opinion and Award

Appearances:

For the Company:

T. G. Cure, Assistant Superintendent, Labor Relations Department

For the Union:

Cecil Clifton, International Representative
Fred A. Gardner, Chairman, Grievance Committee
Joseph Wolanin, Assistant to International Representative
James Evans, Grievant

This grievance was filed on behalf of the Quality Control Department Testers servicing the continuous galvanizing lines. The employees assert that the Company has started a third line without increasing the number of Testers, in violation of Article VI, Section 11, and request that the Company be required to "put on one additional Tester on each turn to test the No. 3 Line."

This presents two questions for determination: (1) does the Company have the exclusive right to determine the size of a work force or may this determination be challenged by the Union; (2) if it may be challenged, is the work force questioned in this instance adequate within the meaning of Article VI, Section 11?

Management maintains that the functions and rights vested exclusively in the Company, under the Plant Management provisions of the Agreement (Article IV, Section 1), include the exclusive right to determine the size of any work force or crew and that this right is not limited or qualified by Article VI, Section 11, on which the Union relies in this grievance.

There are two limitations or conditions included in Article IV, Section 1. The first is the opening clause: "Except as limited by the provisions of this agreement." The second is the concluding clause: "provided, however, that in the exercise of such functions the Company shall not discriminate against employees because of membership in or legitimate activity on behalf of the Union." The latter has no bearing on our present problem. The first restriction, however, requires that we examine other pertinent parts of the Agreement to see whether Management has contractually qualified or abridged its broad rights to manage and direct in any particular detail or circumstance. This leads us to Section 11 of Article VI, by which the Union believes Management has done so:

"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."

If no contractual obligation were intended to be imposed thereby, one may well ask why it was deemed necessary or advisable to agree that it shall be Company policy to schedule forces adequate for the performance of the work to be done. Obviously, it is of the essence of the normal managing function to schedule forces adequate to perform the necessary work. Here, however, the Company stipulated that it would do so in the Agreement it made with the Union. This imposed a contractual duty on the one hand and a right to have the duty observed on the other. Section 11, then, to the extent that it goes, is a provision of the Agreement limiting the unqualified rights vested in Management by the Plant Management article.

Section 11 does not say: "The Company shall schedule forces adequate for the performance of the work to be done." Its form is more indirect: "In the exercise of its rights to determine the size and duties of its crews, it shall be Company policy to schedule forces adequate" This ties this limitation directly to the Plant Management provision. What is the effect of the mandatory form of the words: "it shall be Company policy"? Suppose its conduct indicates that it is not observing such a policy, is the Company free to assert that it may nevertheless not be questioned or challenged? This would amount to saying that the first sentence of Section 11 is either meaningless or non-existent, a proposition which cannot be sustained under any rule of Contract interpretation.

If these words were unnecessary because of the obvious desire of any Company to conduct an efficient operation, then they should not have been included. Having been incorporated into the Agreement, they must be given their normal meaning. This leads to the answer to the first question, which is that the right to determine the size of a crew is the right and function of Management, subject, however, to the right of the Union to question whether in the exercise of this right Management has observed the requirements of Section 11 of Article VI.

The next question is whether Management has in this instance observed the policy of scheduling an adequate force.

In May, 1951 the Company installed a continuous galvanizing line to replace the existing galvanizing pots. One Tester per turn was assigned to the Galvanizing Laboratory. When a second line was started in May, 1954, although the employees protested, the Company continued to operate with only one Tester per turn. When, however, in September 1954 chemical

treatment of steel was introduced the Company enlarged this complement to two Testers per turn. A third line was put into operation in November, 1955 and the Company's refusal thereupon to increase the number of Testers to three led to this grievance.

The Testers urge that the new line operates at a rate of speed twice as great as the older lines, with material much wider, and that this has so enlarged their work duties as to make them too burdensome for the number of Testers assigned, with the result that they are unable to keep up with their duties. On many occasions the Company gives them temporary assistance either by an additional Tester, the line foreman, or by a special Tester who is assigned to the 8 - 4 turn normally to perform other kinds of test work. Testimony was offered by Testers describing in detail the duties they are expected to perform. These include a variety of kinds of tests, which since the installation of the third line occur at more frequent intervals. They described the pressure under which they work particularly when a test discloses that a defect is present, at which time one Tester must locate the lifts of defective material and tag them, generally being compelled to go off to the warehouse to do so, and thus leaving a greater load of work on the remaining Tester.

It would serve no purpose to list here all the duties the Testers are called upon to perform. As recited at the hearing, they make a very imposing list. Our inquiry must be simply: is the Company observing the policy of scheduling forces adequate to perform the work to be done?

That from time to time Management assigns additional help, especially when adherence tests are being run, or that the line foreman occasionally helps the Testers by transporting material to the laboratory, could lead to either of two conclusions: that the force is inadequate or that when there is an unusually heavy load Management sees to it that adequate manpower is assigned.

On all the evidence presented, I accept the latter alternative. There can be no reasonable doubt that the workload of the Testers has gone up since the third line began to operate. There are more coils to test and more work to do. The pressures are greater. It is significant, however, that although there have been some written warnings to Testers no one has ever been disciplined. Apparently it has been possible thereafter for the Testers, with intermittent help as described, to maintain the necessary work pace. If the evidence indicated this is so only because the Testers are driving themselves beyond normal or reasonable endurance, then my holding would be that the scheduled forces are inadequate. But a study made by Management over a period of eight days, shortly after the grievance was filed, showed that the average total work minutes per Tester per turn is 201, with a maximum of 254 minutes on one turn in the eight day period. This certainly leaves room for all normal allowances in addition to the actual work minutes and does not reveal a picture of such an overload as to indicate an inadequate work force or crew.

The employees are conscious undoubtedly of the periods when they are working under the greatest pressure. The nature of the work is such that the load is sporadic. The tendency is to call attention to the working

conditions when the stress is greatest. But this is by no means constant, as the above-mentioned study reveals. Management, on the other hand, is understandably interested in not over-manning any operation, but at the same time it cannot avoid the need of scheduling sufficient manpower to perform the necessary work in a satisfactory manner with respect to both quantity and quality. This is particularly true in this Quality Control function. It does not follow that the determination may not be cut too fine in some other situation. Each such situation must be judged by its own facts.

In view of the fact that the Union did not question Management's quantitative findings in the eight-day work study above mentioned, and on all the evidence presented in this case, it is my view that the Contractually stipulated policy of scheduling an adequate force has been observed.

AWARD

(1) It is the right and function of Management to determine the size of the work force or crew, but this right is subject to challenge by the Union through the grievance procedure by reason of the provisions of Article VI, Section 11;

(2) In this case Management has not violated the requirement of Article VI, Section 11 with respect to the policy to schedule forces adequate for the performance of the work to be done by these Quality Control Testers servicing the galvanizing lines;

(3) The Union's request is denied.

Dated: April 5, 1957

David L. Cole
Permanent Arbitrator