

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 1010

) Grievance No. 22-F-36

) Docket No. IH 396-289

) Arbitration No. 324

) Opinion and Award

This case, involving a dispute as to the incentive plan applicable to the Payloader Operator in the No. 3 Open Hearth Department, was heard on August 13, 1957. It was the subject of an opinion and an interim award in Arbitration No. 287. The interim award is quoted in the footnote below for the purpose of convenient reference.^{1/}

From supplemental data submitted it appears that the Company conducted check time studies of six turns on January 21 and 29, 1959. Those time studies indicate a work load, at the expected 5.56 heats per turn, to be 55.9% or 9.4% lower than originally anticipated. They also reflected some readjustment in the standard times for some of the work elements which resulted in a net decrease in the total work time per heat, attributable, in large part, to the fact that "the Floor Payloader is now receiving substantial assistance from the Labor Payloader".

= The results of the check study were communicated to the Union which commented thereon in a letter to the Permanent Arbitrator dated March 12, 1959. These comments were the subject of further observations in a letter of Mr. J. I. Herlihy, Superintendent of the Industrial Engineering Department dated March 19, 1959 which was transmitted to the Permanent Arbitrator under date of March 26, 1959. All of these materials were made available to Mr. Paul Edwards who served as Consultant to the Permanent Arbitrator in this and the associated No. 3 Open Hearth Department incentive cases. The Consultant has analyzed these materials and has duly made his recommendations to the undersigned which are regarded as sound and consistent with the prior awards made by the Permanent Arbitrator in incentive cases. The conclusions stated below are in harmony with those recommendations.

1/ "Final decision is withheld pending a check time-study of the job to be undertaken under properly representative conditions at the earliest convenient opportunity. Such study shall be submitted to the Arbitrator and to the Union which shall notify the undersigned whether it desires to be heard further in the case with respect to the additional data presented."

The Consultant was satisfied, and the undersigned concurs, that there is no substantial reason to question the projections made by the Company with respect to stocking materials in the change-over from the 299 ton to the 320 ton heats.

The plan, however, is based on measured work and the work load computations are made with reference to assistance that will be afforded to the Floor Payloader by the Labor Payloader. It is amply demonstrated that such assistance is given; but so far as can be ascertained, it is informal in nature and its extent and amount is not fixed or ascertainable. The record does not disclose any specification of duties or amount of work assigned to the Labor Payloader in assisting the Floor Payloader in stocking materials. The Floor Payloader on the days of the check studies spent about half of the time in "Restock Furnace Materials" (.220 standard hours per 320 ton heat) as that was computed for compensation under the plan (.404 standard hours). Was this because of a greater amount of Labor Payloader assistance during the check studies? The answer is not found in the record. These circumstances impel the inquiry as to what occurs when the Labor Payloader assistance is unavailable or is withdrawn, as indeed it could be, inasmuch as there is no formal requirement in the plan that it be furnished. This question is not put to rest by the statement of the Superintendent of the Industrial Engineering Department in his letter dated March 19, 1959 that the management of the Department

"considers it good operating practice to provide such assistance and to the best of our knowledge this assistance will continue." (Underscoring supplied.)

Neither is it sufficient to state, as it was in that letter, that

"The Union has recourse in the event future changed conditions warrant a review of the Floor Payloader Wage Incentive Plan."

Inasmuch as the present "condition" with respect to Labor Payloader assistance is not known, difficulties can be foreseen with respect to the evaluation of any future claim that the conditions have changed.

The measured work of the Floor Payloader, under the plan is a variable quantity affected by the extent or availability of the assistance furnished by the Labor Payloader. Accordingly, it is held that the Plan requires further refinement and adjustment.

AWARD

The matter is again remanded to the parties for modification and supplementation of the plan with respect to the assistance afforded to the Floor Payloader by the Labor Payloader as to the element "Restock furnace materials". The parties shall confer and seek to reach agreement on such amendment to the plan as the Company shall present to the Union. If agreement cannot be reached within sixty days after such amendment is presented the matter shall be placed upon the docket for final disposition by the Permanent Arbitrator. Jurisdiction is reserved.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: May 16, 1959