

In the Matter of the Arbitration Between

INLAND STEEL COMPANY

AND

UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL UNION 1010

Grievance No. 24-M-21

Appeal No. 1240

Award No. 645

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on June 15, 1978.

APPEARANCES

For the Company:

Mr. W. P. Bohler, Arbitration Coordinator, Labor Relations
Mr. T. L. Kinach, Senior Labor Relations Representative
Mr. J. L. Federoff, Assistant Superintendent, Labor Relations
Mr. W. W. Gillespie, Senior Labor Relations Representative
Mr. L. L. Young, Assistant Superintendent, Field Forces
Mr. W. B. Stallard, Assistant Superintendent, Stores and Trucking
Mr. D. Chism, General Foreman, Truck Operations, Stores and Trucking
Mr. R. Hamilton, Wire Shop Foreman, Field Forces

For the Union:

Mr. Theodore J. Rogus, Staff Representative
Mr. Joseph Gyurko, Chairman, Grievance Committee
Mr. Israel Gonzalez, Griever
Mr. Phil King, Griever

Arbitrator:

Mr. Bert L. Luskin

BACKGROUND

In November, 1974, the Company placed an order for the purchase of a 1975 Ford F700 series, heavy duty 2 1/2 ton, winch truck (Leland Model Body) with an A frame and with a specific type of winch and winch head. The purchase order indicated that the truck was to be delivered to Plant No. 2 Field Forces. The truck was thereafter delivered and further modified by the Company. A two-headed power winch with extended shafts was added and an arc welding machine was mounted on one side of the bed. Acetylene and oxygen racks and a ladder-holding device were mounted on the side rails. The acetylene and oxygen racks were removed at a later point in time and the winch was modified by extending it an additional thirty inches in order to permit its use in conjunction with a Tensioner that was purchased subsequent thereto.

Wiremen generally perform the installation, testing and operation of all classes of electrical systems, transmissions and controls throughout the plant. When the truck was assigned to the wireman craft, a group of wiremen were combined into a crew and the truck was used by that crew and driven by a member of the crew.

During preliminary discussions held between the parties, Union representatives were informed that the primary function of the truck would be for the use of the equipment thereon to pull cable. In addition thereto, the lifting devices could be used to move and carry welding equipment and to lift and

set cable reels on ground jacks. The truck would also be used to transport Field Forces' tools, materials and personnel to and from various job sites.

The Company has an established Trucking Department, which includes several hundred drivers and hundreds of different types of equipment which are used throughout the plant by Trucking Department Forces whenever the services of the equipment and personnel would be required. Trucking Department Forces and the wiremen from the Field Forces Department are in separate seniority units and are in separate and distinct seniority sequences.

A grievance was filed on September 13, 1975, requesting that the newly purchased truck be removed from the Field Forces - wiremen sequence and assigned to the Trucking Department for use and operation by Trucking Department personnel. It was the contention of the Union that the Trucking Department had, for many years, supplied a truck or trucks (upon request) to the wiremen, and those trucks (and Trucking Department drivers) performed all of the hauling functions necessary to service the line gang in the performance of its duties.

It was the contention of the Union that the Trucking Department trucks (operated by a Trucking Department employee) hauled supplies, tools and equipment, removed scrap and generally performed each and every hauling function required by the wireman craft working in line gangs including the transportation of line-gang personnel whenever transportation was required. It was the contention of the Union that a firm practice had been established requiring that the functions being performed by the wiremen assigned to drive the newly

purchased truck had historically and without exception been performed by Trucking Department equipment and employees and that nothing had occurred which could be considered to constitute a basis for the change or the elimination of the established practice.

The Union further contended that truck driver forces are permitted to "pick" from among a number of pieces of equipment which they will operate and the assignment of the truck in question to Field Forces for use by wiremen under circumstances where a wireman would drive the truck, would result in a decrease of truck driver forces and would eliminate an established "pick" opportunity for a truck driver in his seniority sequence.

The Union contended that the truck in question has not been utilized as a "tool" and that the actual operating experience would indicate that the truck is used primarily to haul material, transport manpower, pick up equipment for use by wiremen, and that wiremen only occasionally use the truck as a tool.

The grievance was processed through the preliminary steps of the grievance procedure and the issue arising therefrom became the subject matter of this arbitration proceeding.

DISCUSSION

There is substantial conflict in the testimony offered by the parties concerning the manner in which the truck in question has been utilized since its purchase. Witnesses for the Company testified that the truck has been used primarily to pull wire, work in conjunction with a Tensioner purchased in 1976, lift

cable and move the welding equipment utilized by the crew on job sites. Company witnesses testified that the truck was incidentally used to pick up supplies while work was in progress and it was incidentally used to move some material, some tools and some wiremen personnel. Company witnesses testified that in prior years some material had always been moved by Field Force trucks and not exclusively by Stores and Trucking equipment. They testified that in prior years personnel were sometimes moved by trucks and vans (Field Forces) and not exclusively by Stores and Trucking equipment. They testified that in prior years lifts were made by cherry pickers and not by Stores and Trucking equipment.

The Union offered testimony that would indicate that for a substantial period of time the truck in question was used only occasionally to pull wire, only occasionally to move the Tensioner, only occasionally in conjunction with welding operations by wiremen, and for the most part the truck was used to haul supplies for the wiremen forces and to provide transportation for wiremen personnel.

The Company and the Union cited a decision of this arbitrator as support for their respective positions. They cited this arbitrator's decision No. BL-334, issued in 1971 in a matter between Republic Steel Corporation (Central Alloy District) and United Steelworkers of America. The Union contended that the fact situation in that case was identical to the fact situation in this case and the Union contended that this arbitrator found that the use of a truck by a line gang to haul supplies, tools, equipment and material for the line gang constituted a violation of an established local working condition. The Union pointed to the fact that the arbitrator found that transportation

department employees and equipment from that department should be utilized for the purpose of hauling supplies, tools, equipment and material for use by the line gang.

The Company cited the same decision and pointed to the language in the award wherein this arbitrator stated in effect that the issue would have to turn on the question of the use to which the truck was put and not on the assignment thereof. The Company pointed to this arbitrator's language in that decision wherein he stated that it would have been appropriate to assign the truck to the line gang if the truck was used thereafter "primarily as a working tool and device by members of the line gang to assist them in pulling wire, making repairs to overhead lines or to set poles into position." This arbitrator found in that case that, although the Company may have intended that the truck be used for those purposes, the evidence indicated that the truck was used "primarily and almost exclusively to haul equipment and supplies for the line gang...."

In the above-cited decision of this arbitrator, the facts indicated that for many years a trucking department piece of equipment (and driver) had been assigned to the line gang on an almost daily basis and the transportation department employee who drove that truck stayed with the line gang, provided them with transportation and was available to them at all times for purposes of movement of materials and to obtain needed materials to avoid operating delays.

The interpretation of the applicable contractual language in the above-cited case (BL-334) was based upon theories advanced by the respective parties which would have equal application to the theories and the contractual

language in this case. The principles enunciated in that decision in 1971 would be equally valid in this case predicated upon similar contractual language.

In reviewing the fact situation in this case, the arbitrator is convinced that the facts are different from and clearly distinguishable from the fact situation upon which the decision was based in BL-334 (Republic Steel and USW).

The evidence in this case would indicate conclusively that Stores and Trucking Department equipment did not exclusively haul material, equipment, tools and personnel for the wiremen forces. Stores and Trucking equipment did not exclusively provide lifts of heavy material for the wiremen forces. Equipment assigned to and operated by Field Forces and Central Services have also performed those functions. A Trucking Department truck was not assigned on a daily and exclusive basis to service wiremen forces. While it was a "pick" assignment, the assignment did not encompass a situation where a truck from the Stores and Trucking Department moved with the wiremen forces and stayed with them to provide them with a needed piece of mobile equipment.

The extent of pulling wire with the truck in question would depend on the weather conditions and the type of work being performed by the wiremen forces at any given period of time. The evidence is conclusive that on some occasions it was used only for an hour or two. On some occasions it was used in conjunction with a newly purchased Tensioner. The truck would tow welding equipment. It clearly served to replace a portable pneumatic winch powered by

a large diesel air compressor which had been used to pull cable and which had to be towed or physically moved to the job site and placed into position for use by the wiremen forces.

The Union pointed to a period between November, 1977, and June, 1978, when a member of the wiremen crew made notes concerning the use that was made of the truck in question. During a portion of that period of time the winch on the truck had been removed for repairs. While the truck was used fairly regularly to move material, obtain emergency material, and to move personnel, the fact remains that when cable had to be pulled, reel had to be moved or a lift had to be made, the truck was with the crew and available to accomplish those purposes.

The Union had contended that the utilization of a member of the wiremen forces to drive the truck in question would constitute a dilution of the craft. That was never a basic contention in the grievance, and is not directly in issue in this proceeding.

From an analysis of all of the evidence in the record, the arbitrator must find that the Company purchased the truck, equipped the truck and made modifications to the truck in order that it could be used primarily as a working tool for wiremen forces. The truck was designed to be utilized primarily for the pulling of cable, making a lift, providing for self-contained welding equipment and, at a later point in time, for use in conjunction with a newly purchased Tensioner. Those were the primary purposes and the truck was utilized for those purposes. The use of the truck for hauling supplies, tools and personnel and to obtain needed supplies (when necessary) was incidental and to that extent was similar to the use made of other pieces of equipment operated by other Field Forces employees.

The Union initially exhibited concern with respect to the loss of working opportunities and the loss of an opportunity of an available "pick" for Stores and Trucking drivers if the newly purchased truck was to be operated by wiremen forces. There is evidence in the record that there has been no reduction in the number of the available "picks" for truck drivers. There were 333 employees in the Truck Driver Forces in 1975 when the piece of equipment in question was purchased and delivered to wiremen forces. There were 416 employees in the Truck Driver Forces in 1977. That, however, would not be determinative of the issue. The issue would have to be determined on the basis that Truck Driver Forces are still making primary deliveries of equipment and supplies that are eventually used by wiremen forces. The truck that was purchased is basically and by design a working tool which is primarily utilized for that purpose. The use of the truck to move personnel, tools and equipment and to obtain supplies for wiremen forces is incidental.

The arbitrator must, therefore, find that the Company did not violate any applicable provision of the Collective Bargaining Agreement when it purchased the truck in question and thereafter permitted the truck to be utilized by wiremen forces after delivery thereof in 1975.

AWARD

Grievance No. 24-M-21
Award No. 645

The grievance is hereby denied.

Paul L. Lusk
ARBITRATOR

August 7, 1978

CHRONOLOGY

Grievance No. 24-M-21

Grievance filed (in Step 3)	September 13, 1975
Step 3 hearing	November 12, 1975
Step 3 minutes	December 15, 1975
Step 4 appeal	December 30, 1975
Step 4 hearing	November 9, 1977
Step 4 minutes	March 17, 1978
Appealed to arbitration	April 3, 1978
Arbitration hearing	June 15, 1978
Award issued	August 7, 1978