Award No. 732
In the Matter of the Arbitration Between
INLAND STEEL COMPANY
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL UNION 1010
Grievance Nos. 18-P-22, -23 and -24
Appeal Nos. 1343, 1344 and 1345
Arbitrator: Mr. Burt L. Luskin
July 1, 1983

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on June 13, 1983. Pre-hearing briefs were filed on behalf of the respective parties and exchanged between them.

APPEARANCES

For the Company:
Mr Robert B. Castle, Arbitration Coordinator
Mr. Joseph A. Mahala, Superintendent, Yard Department
Mr. Charles W. Ireland, Assistant Superintendent, Yard Department
Mr. Timothy L. Kinach, Assistant Superintendent, Labor Relations
Mr. Pete Boer, Mobile Equipment General Foreman, Yard Department
Mr. Stanley Mudy, Burner Field Foreman, Yard Department
Mr. David L. Trachtenberg, Supervising Industrial Engineer, Industrial Engineering Department
Mr. John Perham, Project Analyst, Purchasing Department
Mr. Richard L. Griffith, Yardmaster, Transportation Department
Mr. James R. Dobson, Safety Engineer, Safety Department
Mr. Robert V. Cayia, Staff Coordinator, Personnel Department
Mr. Andrew Burns, Representative, Labor Relation Department
For the Union:
Mr. Thomas L. Barrett, Staff Representative
Mr. Joseph Gyurko, Chairman, Grievance Committee
Mr. Frank Gonzalez, Griever
Mr. William Love, Grievant
Mr. Gene Gajewski, Grievant
Mr. Arturo Torres, Witness
Mr. Victor Sotto, Witness

BACKGROUND

William Love has been employed with the Company since September, 1952. He has worked as a hooker for approximately twenty-eight years. During his period of employment he has served as a hooker in connection with the operation of most of the mobile cranes operated by the Company, including diesel cranes, locomotive cranes and the now obsolete locomotive steam cranes.

On October 9, 1980, the parties entered into a Yard Department Pick System Agreement. For the months of January, February and March, 1982, Love applied his seniority date to "pick" a hooker assignment in connection with the operation of crane No. 512.

For many years cranes were operated by a crane operator working with an assigned hooker. The duties of the hooker were described in the hooker's job description which has been in effect since December, 1945. The primary functions of the hooker had been to hook and unhook all types of material or equipment and to serve as a switchman when working as a hooker in connection with the operation of a locomotive crane. In addition thereto the hooker would hook and unhook cables, chains, buckets and magnets, and he would hook and unhook material or equipment that had to be loaded or unloaded in connection with the operation of railroad cars, trucks and other forms of mobile equipment.

When a hooker had worked in connection with the operation of a locomotive crane, he placed warning devices ahead of and behind the crane. The hooker maintained a daily record of the number of cars loaded or unloaded and the time spent on each job. When the Company was operating steam cranes, the hooker had shoveled coal into the bin. When the Company was operating diesel cranes, the hooker used a hand pump to refuel the crane, and he supplied water to cranes that required that water supplies be replenished. Additionally, when a crane had to move from one location to another location that involved crossing areas

where traffic was present, the hooker preceded the crane and acted as a flagman, stopping traffic whenever necessary to permit the crane to make a safe crossing.
The hooker, together with the crane operator, lubricated the crane as often as lubrication might be required. When the Company installed an automatic lubricating device on crane No. 512, it removed a hooker from his position on crane No. 512 on or about February 1, 1982. Love submitted an oral complaint protesting the action of the Company. The Union thereafter filed two companion oral complaints covering employees who claimed that their rights had been affected as a result of the Company action. One of the complaints was filed by an employee named Smith, a hooker who contended that he was improperly bumped from his crane assignment and was required to "step back" to the labor pool as a result of the crew reduction. Smith also contended that he was affected by the application of the "work sharing provisions" contained in Appendix B-2 of the Agreement. Another complaint was filed by an employee named Gajewski, who was the crane operator assigned to crane No. 512 at the time that the hooker was removed from his position. The three oral complaints were thereafter reduced to writing and identified as Grievance Nos. 18-P-22, 18-P-23 and 18-P-24 (March 12, 1982). The parties could not agree upon a resolution of the issues in Step 3. They did agree, however, on May 4, 1982, that the three grievances could be combined for presentation at a single arbitration hearing.
DISCUSSION
The No. 512 crane is a four-wheeled (rubber-tired) wagon crane. From the time that the crane went into operation it was operated by a crew consisting of a craneman and an assigned hooker. At the time that the hooker was removed from the crane, the crane was operating in the burner field where employees in the burner and burner helper classifications work. It was in that area where scrap was prepared for removal to an area where it would be used in the steel-making process.
The hooker job description had been in existence since 1945. Hookers were originally supervised by locomotive crane foremen. Supervising procedures had changed significantly, and in recent years hookers assigned to crane No. 512 were supervised by burner field supervision.
When the No. 512 crane was being utilized in the burner field in 1982, the operating characteristics of the crane bore no resemblance whatsoever to the duties covered in the job description for the hooker classification. The switching duties had been eliminated for many years. There was no longer any need to couple and uncouple cars. There was no longer any need to watch clearances between tracks. There are no overhead obstructions in that area. There is no need to stop traffic at road or walkways except when the crane was in motion. The crane did not operate in an area where track crews had to be alerted, and there was very little (if any) need for the hooker to signal the craneman.
There is evidence in the record that for substantial periods of time the crane would operate under circumstances where the hooker was not present at the job site. The task of hooking and unhooking cables, chains and buckets was no longer being performed. There was no longer any need to remove any equipment from the hoods of locomotive cranes. After 1982 crane No. 512 operated exclusively with a magnet, and there was no need to use slings or other types of lifting devices.
The No. 512 crane was not a locomotive crane and did not operate on a main line, so that there was no need to place warning devices to signal the movement of the crane. The hooker would record the number of cars loaded and unloaded and the time spent on each such assignment. That task, however, was duplicated by the crane operator, and, when the hooker's position was eliminated, the Company no longer required a duplicate record of car loadings and unloadings. The task of shoveling coal into bins on steam cranes and the task of using a hand pump to refuel diesel cranes were no longer performed. There was no longer a need to supply water to cranes.
In substance, almost each and every task identified in the hooker job description had been eliminated for many years as a result of changes in procedures and changes in working equipment. The only tasks that remained to be performed by the hooker were that of assisting the craneman in the lubrication of crane fittings and that of serving as a flagman when the crane was being moved from one position to another position. The hooker had in the past helped set the outriggers that permitted the crane to lift very heavy loads. The Company had set a limit on the lifting capabilities of the No. 512 crane, thereby eliminating the need to set outriggers.
There can be no question but that most of the duties which had been included in the job description had been eliminated for many years, and the Company continued to utilize the services of the hooker in the No. 512 crane even though the vast majority of hooker duties were no longer being performed.
The fact that there had been a gradual elimination of the duties set forth in the job description would not necessarily mean that a crew-size local working condition no longer existed. The fact that a local working

condition could be deemed to have been in existence would not necessarily mean that the Company was precluded from eliminating a member of the crew provided the basis for the existence of the local working condition had been changed or eliminated (Article 2, Section 2).

In the instant case the Company exercised its right to make a managerial decision under the provisions of Article 3, Section 1, when it concluded that the few remaining duties of the hooker's position with respect to the operation of crane No. 512 had been eliminated or did not need to be performed because of a duplication of effort. Under those circumstances, the Company would have had the right to conclude that the basis for the existence of the local working condition had been changed or eliminated and there was no longer a contractual requirement that the hooker be kept on the job with respect to the operation of crane No. 512.

The key element in the Company's decision to eliminate the hooker from the crew was the introduction of a piece of equipment which permitted the crane operator to lubricate the crane from his operating position. The major lubrication function no longer needed to be performed by hand and, since the crane operator had always participated in the performance of the crane lubrication function, the assignment of the lubricating duties to the crane operator could not be deemed to violate any provision of the Collective Bargaining Agreement. It was not, therefore, inappropriate to assign the full scope of the lubricating duties to the crane operator, especially under circumstances where no new skills were required to perform that function and no added undue or onerous duties were imposed upon the crane operator as a result of the assignment of the entire lubricating function to that person.

The one remaining duty that a hooker had been performing was that of serving as a flagman to watch for and to control traffic whenever the crane had to be moved. The movements of crane No. 512 were limited since the crane was being utilized in the burner field. The crane was separated from other employees working as lancers or burners by substantial distances. On those occasions when the crane had to be moved where traffic hazards were involved, the Company assigned a laborer to serve as a flagman to alert others to the presence of the crane. That type of assignment is not unusual, and employees in that classification have always been used on occasion to perform flagman duties. Members of supervision made certain that whenever a laborer was assigned to work as a flagman, he received preliminary training in the safety procedures that had to be followed while performing that function. Serving as a flagman is not a function which had been exclusive to employees in the hooker classification, and the assignment of a laborer to work as a flagman is consistent with and in accordance with operating procedures that have been followed in other areas of the operations at this plant.

It would follow, therefore, that the evidence would conclusively establish the fact that almost without exception the duties of the hooker had been gradually eliminated over a period of many years. When crane No. 512 was assigned to the burner field to work only with a magnet, there was no further need for the services of a hooker to change lifting equipment. There was no further need for crane No. 512 to use outriggers. The recording of loading data was a function that was duplicated by an employee in a different classification, and the Company had every right to determine that it did not need duplicate records.

All of the evidence in the record would firmly establish the basis for any crew-size local working condition that had been established or was in existence concerning utilization of a hooker as part of the crew in the operation of crane No. 512, had been eliminated. Under the provisions of Article 2, Section 2 d, of the Agreement, the local working condition that may have existed had been eliminated as a result of action taken by the Company under the provisions of Article 3 (Management). Since the basis for the existence of the local working condition had been changed or eliminated, there was no further need to continue the local working condition. The arbitrator must, therefore, find that the elimination of a hooker from the operation of crane No. 512 did not constitute a violation of Article 2, Section 2, of the Collective Bargaining Agreement.

The Union contended that the Company had violated the seniority rights of an employee who had been removed from the hooker classification as a result of the elimination of the hooker's job in connection with the operation of crane No. 512. The removal of an employee from a classification where his services are no longer required cannot constitute a violation of the seniority provision of the Agreement, provided that the removal of such an employee is based upon the application of the appropriate seniority provision of the Agreement. In the instant case, the evidence will not support a conclusion or finding that the grievant who had been removed from the classification had been improperly removed in accordance with his established seniority rights.

The Union contended that the Company may have violated the Wage Article of the Agreement in connection with the changes made to the incentive plan affecting crane operators and hookers. The

Company did change the plan when the hooker was removed from the performance of any duties in connection with the operation of crane No. 512. Since the Company was contractually required to follow that procedure, the Company in effect complied with the provisions of the Agreement by making the required adjustments to the plan based upon the impact on the operation occasioned by the removal of the hooker from the crew of crane No. 512.

The Union contended that the Company had violated the pick system by the removal of an employee from a position which had been covered under the pick system. Inherent in the operation of the pick system is a requirement that the job must contractually exist. If the Company has not breached the Agreement by the removal of an employee as a member of the crew, his removal from that crew cannot constitute a violation of the pick system since the removal of the hooker from the crew did not constitute a violation of seniority principles. The hooker job in connection with the operation of crane No. 512 was subject to the pick system so long as the job was in existence. When there was no longer any contractual requirement for the Company to assign a hooker to crane No. 512, the pick system no longer would be effective to require that an eligible employee be granted the right to "pick" a non-existent hooker job in connection with the operation of crane No. 512.

The Union contended that removal of the hooker in connection with the operation of crane No. 512 created a safety hazard and thereby constituted a violation of the provisions of Article 14, Section 1, of the Collective Bargaining Agreement (Safety and Health). The Union contended that the removal of the hooker from the operation of crane No. 512 created a safety hazard for the crane operator who would be working alone, and would additionally create a safety hazard for employees who would be working in the area of the crane during periods of time when the crane was making lifts in connection with the performance of the duties assigned to the crane operator. The Union contended that traffic moved in and out of the area, employees worked in the area, and it was basically hazardous for the crane operator to work alone. The Union contended that it was hazardous for other employees working in the burner field to work in conjunction with the operation of the crane under circumstances where no other employee was present to signal the crane operator that a dangerous condition might exist. The Union pointed to the fact that crane operators have sustained injuries that could have been extremely serious if no one else was working in the immediate area. The Union contended that, under those circumstances, the operation of crane No. 512 made it necessary to have a hooker assigned in order to make "reasonable provisions for the safety and health of employees at the plant."

The evidence in the record would support a conclusion and finding that safety considerations would not require the constant presence of a second employee to work with the crane operator whenever crane No. 512 would be in operation. The burner field when crane No. 512 was operating is a large, open and unobstructed area. The crane was not performing its functions under circumstances where it would be exposed to high-tension wires. Trucks can move in only one direction. Great care is taken by supervision to make certain that trucks do not move into the area unless a member of supervision is not aware of the presence of such vehicles. Although there is a wide separation in working positions between burner crews and the crane, the area is open and there is a sufficient degree of visibility to permit members of supervision and bargaining unit employees to be observant of any problem that would constitute an impending danger. The type of accidents described by Union witnesses would be a possibility regardless of whether a hooker was or was not a member of the crew. As a matter of fact, where the crane operates exclusively with a magnet, it would be much safer for the crane to function where there was no danger of material being released anywhere near where a hooker might be stationed. The only matter of a safety concern would be in instances where the crane had to be moved, and under those circumstances ample provision has been made by the Company to make certain that all persons in the area are alerted to the presence of the moving crane. The removal of the hooker from the crew did not in any way increase the possibility of accidents. The operation of crane No. 512 is a relatively safe operation since the operator is not exposed to any unusual or abnormal conditions. The fact that the hooker had been removed does not mean that the crane operator has been placed in a position where he is exposed to any increased hazards resulting from the crane operation.

In substance, the arbitrator must find that the job description for the hooker that was established in 1945 bore very little (if any) resemblance to the duties performed by the hooker assigned to crane No. 512 in 1982. The arbitrator must further find that any local working condition which had resulted from the long history of the assignment of a hooker to the operation of crane No. 512 had been eliminated as a result of action taken by the Company under provisions of Article 3. The arbitrator must find that the basis for the existence of the crew-size local working condition had been changed or eliminated when the remaining

primary duty of the hooker in connection with the lubrication of crane fittings had been properly assigned for performance by the crane operator. The remaining duty of the hooker serving as a flagman when the crane was in motion, had been appropriately and properly assigned for performance by a different bargaining unit employee. The duty of maintaining a record of loadings was eliminated when the Company concluded that it did not need such a record in view of the fact that a similar record was being maintained by the crane operator who had performed that function for many years.

The arbitrator must find that the basis for the local working condition which could have resulted in the establishment of a contractual requirement for the utilization of a hooker in connection with the operation of crane No. 512, no longer existed and the removal of the hooker could not constitute a violation of a local working condition under the provisions of Article 2 of the collective Bargaining Agreement.

The arbitrator has heretofore found that the removal of the hooker from the performance of any duties in connection with the operation of crane No. 512 did not constitute a violation of any provisions of the Seniority Article of the Agreement. Removal of the hooker did not constitute a violation of the incentive provisions of the Agreement since the Company had correctly followed the contractual procedures that had to be followed in an instance where a change of that nature had taken place. The arbitrator has heretofore found that the removal of the hooker from any duties in connection with the operation of crane No. 512 did not constitute a violation of any provisions of the "pick system," and he has heretofore found that the removal of the hooker from any duties in connection with the operation of crane No. 512 did not violate any provisions of Article 14 (Safety and Health) of the Collective Bargaining Agreement. The arbitrator must find that the absence of a finding of any contractual violation in connection with the removal of the hooker from the operation of crane No. 512 would require the denial of Grievance Nos. 18-P-22, 18-P-23 and 18-P-24.

For the reasons hereinabove set forth, the award will be as follows:

AWARD NO. 732

Grievance Nos. 18-P-22, -23 and -24

The Company did not violate any provisions of the Collective Bargaining Agreement when it removed a hooker from his duties in connection with the operation of crane No. 512. Grievance Nos. 18-P-22, 18-P-23 and 18-P-24 are hereby denied.

/s/ Burt L. Luskin

ARBITRATOR

July 1, 1983