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United States Steel Corporation Sheet and Tin Operations Irvin Works and United Steelworkers of America Local Union 2227

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BOARD OF ARBITRATION

Case No. USS-5287-S

March 23, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. SI-65-62

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Request for Installation of Incentive Rates

Statement of the Grievance: "The Union requests Management to correct the inequitable relationship existing among employees of the Production Planning Department, Unit 47-f by installing an equitable incentive plan to cover these employees commensurate with their efforts.

"Facts: Because of re-organizations, methods improvements, consolidation of functions, eliminations of jobs and men and changes in working procedures, these clerks, are entitled to incentive compensation.

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Case No. USS-5287-S

"Remedy Requested: Installation of an equitable incentive that will compensate Unit 47-f Clerks commensurate with their efforts."

This grievance was filed in the First Step of the grievance procedure April 15, 1965.

Contract Provisions Involved: Section 9 of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. USS-5287-S

This grievance by 30 employees in the Sheet Finishing Scheduling Group, Production Planning Department, Irvin Works protests failure to include the jobs in that Group under an incentive plan for other employees in Production Planning Department. The Union relies on Sections 1 and 9 of the April 6, 1962 Agreement, as amended June 29, 1963.

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In 1956 the employees in the Production Planning Department at Irvin Works accepted an indirect incentive plan (installed as Incentive Application #701) offered by Management covering the jobs then within that department. At the same time, the Sheet Finishing Scheduling Group, then organizationally part of the Sheet Finishing Department and not part of Production Planning, was offered the same incentive application but, when these employees refused to agree to its installation as proposed, Management declined to install it unilaterally. On June 5, 1961 the employees of Sheet Finishing Scheduling Group were placed under the supervision of Production Planning Department and on August 22, 1963, by agreement of the parties, incorporated into the Production Planning Seniority Unit (#47) as subdivision (f) thereof. Prior to that time they had constituted a separate Seniority Unit #38. However, the nine jobs within the Sheet Finishing Scheduling group never have been brought under the coverage of Incentive Application 701, or of any other incentive plan; it is this which gives rise to the present grievance.

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The Union contends that as a result of various factors (as, reorganization, methods improvements, consolidation of functions, elimination of jobs and changes in working procedure) the jobs in question work so closely with the other jobs in Production Planning and perform such similar functions, that the application of Incentive Application #701 to the

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grievants' jobs is warranted. Since the change in seniority units, the grievants and the other employees in Production Planning are now subject to interchange. The Union urges that the employees in the jobs in question contribute to the incentives earned by the other Production Planning employees and are forced to work at an incentive pace themselves because of the close functional relationship with these employees. For these reasons it is said to be only just and proper that the grievants enjoy the benefits of the incentive to which they in effect contribute.

The Company points out that the jobs in question have never been under any incentive coverage. Therefore it is contended that not only does Management have complete discretion under Section 9-C-1 in determining whether to provide incentive coverage for these jobs but the Union in this grievance really is claiming a wage rate inequity precluded by the provisions of Section 9-G. Finally, the Company urges that since the identical issue involved herein was the subject of a grievance in A-63-141 filed by the same group of employees which was not appealed to arbitration within the time allotted after it was denied in the Fourth Step, the Union may not now properly bring that issue to the Board.

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FINDINGS

In view of the controlling significance of Section 9-C-1, it is unnecessary to pass upon the Company's alternate contentions under Section 9-G or with respect to Grievance #A-63-141.

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The evidence clearly establishes that, despite the organizational changes made beginning June 5, 1961, the jobs within the Sheet Finishing

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Scheduling Group have fully retained their identity. They have always been solely responsible for preparing production schedules for the producing units in the Hot and Cold Sheet Finishing Departments. At no time have any of the functions of the incentive jobs in Production Planning been added to the jobs in the Group in question. Although it is true that the grievants have a functional relationship with the other employees in Production Planning in that they must receive product from other departments for scheduling on the mills for which they are responsible and then on occasion return this product to other mills for other employees in Production Planning to schedule, the evidence indicates that this relationship has always existed, even prior to June 1961. There is no evidence that management has installed any production quotas with respect to the employees in the Sheet Finishing Scheduling Group. It appears that any increase of work or production that has been required of these employees has resulted from increased stress by Management of "order performance."

In any event and despite the number of arguments raised by the Union, it is clear that they are all addressed to an attempt to justify its request that the Board order Management to apply Incentive Application #701 to the employees in question. This basic request and the issue raised by it is clearly covered by Section 9-C-1 of the Agreement which reads in relevant part as follows:

- "1. The Company, at its discretion, may establish new incentives to cover:
(a) new jobs on which the Company is not required to establish incentives; (b) jobs not presently covered by incentive application;..."

The jobs in the Sheet Finishing Scheduling Group have throughout the relevant period retained their identity and have consistently worked under straight hourly rates without incentives and are therefore "jobs not presently covered by incentive applications..." Since the jobs in question have never enjoyed incentive coverage, Incentive Application #701 would be as "new" an incentive to these jobs as any other incentive that might be developed by Management. The cited portion of Section 9-C-1 leaves the installation of incentives of this kind completely to the discretion of the Company. The Company, for various reasons, has refused to install an incentive. The Board is without authority to order the Company to install an incentive in such a situation.

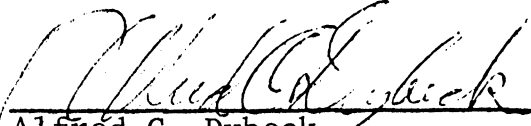
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AWARD

The grievance is denied.

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Findings and Award recommended pursuant to Section 7-J of the Agreement, by



Alfred C. Dybeck
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman