

3-7-1966

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

Sylvester Garrett

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## Recommended Citation

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BOARD OF ARBITRATION

Case No. USS-5326-S

March 7, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Irvin Works

and

Grievance Nos. SI-65-7; -52

UNITED STEELWORKERS OF AMERICA  
Local Union No. 2227

Subject: Incentive Administration

Statement of the Grievances: Grievance SI-65-7

"The Warehouse Sheet Finishing Service Crew requests that Change #12 to Incentive Application #678 be cancelled and the standards be restored to the level in effect previous to the cut in rates applied in Change #12."

This grievance was filed in the First Step of the grievance procedure January 25, 1965.

Grievance SI-65-52

"Due to changed conditions and increased crew size the Warehouse Sheet Finish Service Crew request increased standards for:-

2.

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1. Two extra Stockers.
2. One extra Weigher.
3. Lumber cut for slit iron on #10

Shear Line-H. S. F."

This grievance was filed in the First Step of the grievance procedure February 18, 1965.

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

Statement of the Award: The grievances are denied.

BACKGROUND

Case USS-5326-S

This case combines two grievances questioning the administration of Incentive Application No. 678, covering the Warehouse and Shipping Service Crew in the Sheet Finishing Department of Irvin Works, under Section 9-C of the April 6, 1962 Agreement, as amended June 29, 1963.

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The incentive covers a maximum crew of 38 employees in various jobs whose work is described in the application as follows:

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"The work of the crew is to provide necessary services to the Sheet Finishing Packaging and Loading Crew and to provide warehouse stocking service to assure proper flow of material through Sheet Finishing Warehouse and Shipping Department including the unloading of incoming packaging and loading supplies. The amount of work performed by the crew is reflected by the number of lifts and coils warehoused, the number of sheet, plate, coil, and circle packages made, the number of lifts of bundled sheets made, the number of sheet, plate, coil, and circle packages loaded for shipment, the number of lifts of loose sheet and plate product loaded for shipment, the number of sheet, plate, coil, and circle packages unloaded, the number of lifts of loose sheet and plate product unloaded, the number of lumber trucks unloaded, the number of slabs check weighed, the number of lifts and coils returned to

"Cold Strip Finishing and Hot Strip Finishing for retreatment, and the number of coils handled that were packaged in Cold Strip Finishing."

Late in 1962 the Company installed rotating crane hooks on a number of cranes in the warehouse. Up to that time two Hookers had been assigned to each one of these cranes: one was stationed at the spot where the lift was picked up and the other one where it was deposited. After the introduction of the new rotating crane hooks, a single Hooker was usually stationed at the place of deposit. The Company recognized this crew reduction in Change No. 12, effective January 20, 1963, which reduced the maximum number of Hookers assigned per turn from 14 to 11 and adjusted standard time values accordingly.

Installation of Change No. 12 was grieved in Grievance A-63-24 filed on March 12, 1963. Besides a general allegation that the change did not preserve the integrity of the incentive application, the grievance itself listed specific shortcomings of the change. Among them was the claim that work previously performed by the service crews had not in fact been eliminated. The Fourth Step Minutes from this grievance specifically reflect the position of the Union that "Management has frequently assigned the same number of Hookers as were used prior to the introduction of Change No. 12, and this has had the tendency to depress earnings." These same minutes reflect the following earnings performance of the incentive before and after the effective date of Change No. 12:

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3.

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| <u>Pay Period Ending</u> | <u>Index of Measured Performance</u> |
|--------------------------|--------------------------------------|
| 11-10-62                 | 125%                                 |
| 11-24-62                 | 124                                  |
| 12- 8-62                 | 123                                  |
| 12-22-62                 | 126                                  |
| 1- 5-63                  | 124                                  |
| 1-19-63                  | 124                                  |
| <u>Change No. 12</u>     |                                      |
| 2- 2-63                  | 123                                  |
| 2-16-63                  | 125                                  |
| 3- 2-63                  | 124                                  |
| 3-16-63                  | 127                                  |
| 3-30-63                  | 126                                  |
| 4-13-63                  | 125                                  |
| 4-27-63                  | 124                                  |
| 5-11-63                  | 126                                  |

The Company's rejection of Grievance No. A-63-24 was not appealed to arbitration. The earnings performance after the period covered by the Fourth Step Minutes in that grievance until the payroll period ending January 1, 1966, was as follows:

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| <u>1963</u> |            | <u>1964</u> |             | <u>1965</u> |             |
|-------------|------------|-------------|-------------|-------------|-------------|
| <u>PPE</u>  | <u>IMP</u> | <u>PPE</u>  | <u>IMP</u>  | <u>PPE</u>  | <u>IMP</u>  |
| 5-25        | 126%       | 4-11        | 125%        | 3-27        | 125         |
| 6- 8        | 125        | 4-25        | 126         | 4-10        | 123         |
| 6-22        | 124        | 5- 9        | 124         | 4-24        | 126         |
| 7- 6        | 123        | 5-23        | 124         | 5- 8        | 125         |
| 7-20        | 123        | 6- 6        | 124         | 5-22        | 126         |
| 8- 3        | 121        | 6-20        | 122         | 6- 5        | 128         |
| 8-17        | 121        | 7- 4        | 125         | 6-19        | 125         |
| 8-31        | 123        | 7-18        | 124         | 7- 3        | 127         |
| 9-14        | 124        | 8- 1        | 123         | 7-17        | 127         |
| 9-28        | 121        | 8-15        | 124         | 7-31        | 127         |
| 10-12       | 125        | 8-29        | 126         | 8-14        | 125         |
| 10-26       | 121        | 9-12        | 124         | 8-28        | 127         |
| 11- 9       | 125        | 9-26        | 126         | 9-11        | 123         |
| 11-23       | 122        | 10-10       | 127         | 9-25        | 128         |
| 12- 7       | 126        | 10-24       | 125         | 10- 9       | 124         |
| 12-21       | 123        | 11- 7       | 125         | 10-23       | 127         |
|             |            | 11-21       | 124         | 11- 6       | 123         |
|             |            | 12- 5       | 125         | 11-20       | 127         |
|             |            | 12-19       | 125         | 12- 4       | 124         |
|             |            |             |             | 12-18       | 125         |
|             |            |             | <u>1965</u> |             | <u>1966</u> |
|             |            | 1- 2        | 124         | 1- 1        | 127         |
|             |            | 1-16        | 123         |             |             |
|             |            | 1-30*       | 123         |             |             |
|             |            | 2-13        | 121         |             |             |
|             |            | 2-27**      | 122         |             |             |
|             |            | 3-13        | 124         |             |             |

\*\* Grievance SI-65-52 filed  
\* Grievance SI-65-7 filed

Early in 1965 operations in the warehouse reached a high level of activity, and Management assigned two Hookers to certain cranes as it had done in the past in times of increased operations. (There is no evidence indicating that

the maximum number of Hookers assigned to the crew in any given turn exceeded the maximum number set forth in the incentive.)

On January 25, 1965, Grievance SI-65-7 was filed requesting cancellation of Change No. 12. The Union argued that the number of employees had reached the same level as prior to the installation of that change.

A few weeks later Grievance SI-65-52 was filed pointing out other crew changes in the warehouse and requesting standards for the cutting of lumber for slit iron processed on No. 10 Shear Line of the Hot Sheet Finishing Department.

The Company agreed that jobs had been changed in the warehouse and issued Change No.13 on April 25, 1965 retroactive to February 14, 1965, showing the then correct crew composition in the warehouse. With respect to the additional work for the saw crew, the Company took the position that this work did not warrant the engineering of new standards.

The correction of crew composition by Change No. 13 was not disputed at the hearing. The Union restricted its arguments in Grievance No. SI-65-52 solely to the additional work performed by the saw crew. The saw was added to the equipment of the warehouse in 1962 as reflected in Change No. 11. The saw is manned by two Supplymen who service it a full eight-hour turn. New packaging methods in the Hot Sheet Finishing Department require some lumber which is also cut on the saw, but this has not affected the number of hours of operation of the saw.

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The Union points out that this incentive already provides standards for work performed by warehouse employees for other departments. The Union feels that under the Board's decision in Case USC-1084 standards for the cutting of H. S. F. lumber should be established under the facts present in this case.

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It is undisputed that the performance under the incentive is affected by the level of operations on the back turns which tend to have a depressing affect on earnings, and that, occasionally, hours have been misapplied. Investigation by the parties has resulted in some correction of incentive earnings for the latter reason.

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The incentive shows a weighted average performance of 124% in 1962, 124% in 1963, 125% in 1964, and 125% in 1965.

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#### FINDINGS

The Union has argued that the assignment of additional Hookers results in a charge of excessive work hours against the incentive and has a depressing affect on earnings. However, the number of Hookers assigned per turn never exceeded the maximum number specified in the incentive application. Also, the alleged relationship of increased Hooker hours to decreased earnings is not supported by Union Exhibit No. 4 which shows high earnings in periods of actual work hours exceeding 7,000 and low earnings in pay periods of less than 4,000 hours. In addition, Grievance No. SI-65-7, in effect, is a renewed attack on Change No. 12, an issue already considered, and rejected, in Grievance A-63-24. Therefore, the adequacy of Change No. 12 cannot be questioned again.

14

The record also does not support the claim, advanced in Grievance No. SI-65-52, that the cutting of lumber for the Hot Sheet Finishing Department has increased the workload of the crew covered by the incentive to any significant extent and therefore should be recognized by additional standard time values. It is undisputed that the two Supplymen who service the saw have spent a full turn on this operation before and after the saw started to supply lumber to the Hot Sheet Finishing Department. As long as it is not shown that the cutting of lumber has increased the workload of the crew covered by the incentive to any measurable extent (and that such additional workload had a depressing affect on the earnings generated by the incentive) there is no obligation to provide additional standard time values.

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The decision of the Board in Case USC-1084 is not applicable to the facts of this case. It concerned the request that certain hours worked by Cranemen be treated as unmeasured. There, the operation serviced by the crane constituted unmeasured work for the Operators, since it was a service to other producing units in the mill and not related to the disputed incentive. There is no evidence in this record that the cutting of lumber normally is handled at another location where such work is covered by incentives.

16

AWARD

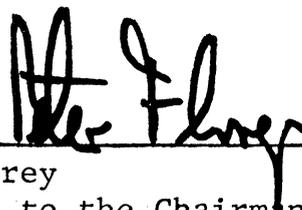
The grievances are denied.

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8.

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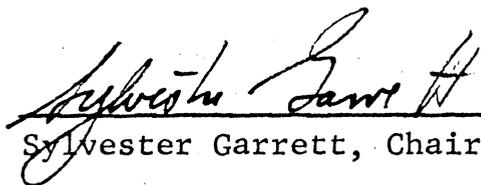
Findings and Award recommended  
pursuant to Section 7-J of the  
Agreement, by



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Peter Florey  
Assistant to the Chairman

Approved by the Board of Arbitration



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Sylvester Garrett, Chairman