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# United States Steel Corporation Sheet and Tin Operations Fairfield Tin Mill and United Steelworkers of America Local Union 2122

Sylvester Garrett

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BOARD OF ARBITRATION

Case No. USS-4905-S

May 21, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Fairfield Tin Mill

and

UNITED STEELWORKERS OF AMERICA  
Local Union No. 2122

Grievance Nos.  
155-2373; -2377

Subject: Discontinuance of Pipefitter and Rigger  
Groupleader Rates on Some Turns

Statement of the Grievances: Grievance 155-2373

"We protest being demoted from pipefitter groupleader to standard rate and request that we be placed back on groupleader rate and also request money lost."

This grievance was filed in the Second Step of the grievance procedure October 28, 1963.

Grievance 155-2377

"We, the undersigned protest management's actions in reducing regular rigger groupleaders and regular rigger-relief groupleaders rates to rigger standard rate, because of circumstances beyond our control such as absenteeism or scheduling. Cases 155-2086, 2100, 2109, 2111, 2214, which were settled in third step."

This grievance was filed in the Second Step of the grievance procedure November 6, 1963.

Contract Provisions Involved: Sections 2-B and 9 of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievances are sustained.

BACKGROUND

Case USS-4905-S

These two grievances from the Fairfield Tin Mill differ only in the occupations of grievants and will be resolved together on the basis of the Board's application of appropriate Basic Agreement and Local Agreement provisions.

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The Union alleges that Sections 2, 9, 10, and 13 were violated when Management on October 20, 1963 discontinued paying the Pipefitter Groupleader rate (Grievance 155-2373) and the Rigger Groupleader rate (Grievance 155-2377) on turns when Groupleaders worked with only one other Trade and Craft Pipefitter or Rigger. In the Union's view this startling departure from a 20-year practice of scheduling a Groupleader to work with one other man flies in the face of Section 9-J-3, which reads as follows:

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"In the event an employee is assigned temporarily at the request or direction of Management from his regular job to another job, such employee, in accordance with the provisions of this Section, shall receive the established rate of pay for the job performed. In addition while performing work under such circumstances, such employee shall receive such special allowance as may be required to equal the earnings that otherwise would have been realized by the employee. This provision shall not affect the rights of any employee or the Company under any other provision of this Agreement."

In practice what the Company has done, claims the Union, is to pay the Groupleader rate on a turn-by-turn basis even though Groupleaders have traditionally been scheduled on a weekly basis, such schedules being normally posted each Thursday. Although the number of Pipefitters and Riggers with whom Groupleaders work may vary from turn to turn, admits the Union, there are no such variations in the duties performed by the Groupleaders who lay out and direct work when working with one man just as they do with two or three men. In the interests of clarity the Union readily conceded that weekly scheduling of Groupleaders is a Management prerogative and was so

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recognized by the Chairman in Case T-140. The problem is said to be Management's scheduling of Groupleaders to function as such on the following week and then, in this context, arbitrarily reducing Groupleaders to Pipefitters or Riggers whenever Groupleaders work with only one man. The scheduling of a Groupleader on Thursday is therefore no assurance that a Groupleader rate will be earned. Even when a Groupleader is scheduled to work with two or three Pipefitters or Riggers he may be reduced to a Pipefitter or Rigger by the mere fact that only one Pipefitter or Rigger reports to work with him on a given turn. The result is a turn-by-turn chaotic reduction or promotion never contemplated by the parties in agreements or in practice. To the contrary, they have consistently treated a Groupleader and one man as a crew. The grievants have been carried on seniority rolls as Groupleaders. Pipefitter Groupleaders and Rigger Groupleaders have been classified and the men have accumulated seniority on those jobs. The Company is said to be barred from cancelling out an understanding, practice, and course of conduct pursued for some twenty years.

The Union alludes to the Board's decision in Cases T-760 and T-761 (the so-called "Piler case") and draws the conclusion that "when an employee reports for work and Management reassigns him to a lower paying job, he must be paid make-up pay for not being allowed to work the job for which he was scheduled."

The Company contends that these cases involve three distinct types of situations: - (1) On 3-11 and 11-7 turns only two Pipefitters are scheduled. The Groupleader rate has been paid to neither since October 1963. (2) On some turns only two Riggers are scheduled. No Groupleader rate is paid. (3) On other turns three Riggers are scheduled; if all report, the Groupleader rate is paid to one; and if one Rigger fails to report, no Groupleader rate is paid.

It is basic to the Company's conception of this case that a Groupleader, by definition, leads a group and that one Pipefitter or one Rigger cannot be such a group. The Company refers to the Job Description and Classification Manual as defining a Groupleader job as follows:

"The term 'group leader job' as used herein refers to a job on which the employee has the combined responsibility of directing the work of a group of employees on other hourly rated production and maintenance jobs and performing some of the same work as that of the group directed. The direction generally consists of activities such as required to: (a) plan work to be performed by the group; (b) determine 'on-the-job' working procedure in the case of repair and maintenance work; (c) arrange for necessary tools, supplies, and facilities; (d) assign and instruct members of the group; and (e) inspect, coordinate, and record the work performed by the group. Such direction does not include activities such as required to: (a) hire, promote, demote, suspend, or discharge members of the group; (b) represent the Company in handling employee grievances; (c) determine the schedules of hours, days, and weeks during which members of the group shall work; (d) perform other general supervisory or Management functions; (e) and direct the work of crews on production machines or processes as in the case of Open Hearth First Helpers and Blooming Mill Rollers. (January 1, 1953 Job Description and Classification Manual, Section B-9.)

The Company also quotes from the Pipefitter Group-leader and Rigger Groupleader job descriptions: -

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"Pipefitter Groupleader:

Primary Function:

To direct and work with crew in laying out, installing, maintaining, (etc)....

Direction Exercised:

Directs Pipefitters, helpers and other workmen as required.

" Working Procedure:

Directs and works with crew in performing the following....

"Rigger Groupleader:

Primary Function:

To direct and work with crew in dismantling, erecting and moving (etc.)....

Direction Exercised:

Directs Riggers, helpers and other workmen as required.

Working Procedure:

Directs and works with crew in performing following...."

Basic to the Company position is its belief that it may dispense with a Groupleader at any time. The Company also notes that the men involved are craftsmen who may exercise some direction over a fellow worker without being automatically entitled to receive the Groupleader rate which is two classes higher than that paid Pipefitters and Riggers. In any event, as indicated in the testimony of Maintenance Department General Foreman Rhodes, Management does not expect Groupleader services when only two Pipefitters or Riggers are working and has made that known since October 1963 by varying its practice to the extent that the Foreman now lines up two men and tells them specifically what is expected. When three men are working, the assigned Groupleader assumes this directional duty. In either event, direction is minimal since these craftsmen are highly skilled.

The Company agrees that a Groupleader rate for many years has been paid to a Pipefitter or Rigger working with only one other craftsman, but attributes this to an oversight not discovered until a survey alerted the Company to

the fact that, in some instances, more Groupleader hours had been charged than the hours of those directed. This triggered the October 1963 correction which Management inaugurated to conform to Section 9-H's injunction that "Errors in application of rates of pay shall be corrected."

Management denies that Pipefitter and Rigger Groupleaders are scheduled on a weekly basis and states that the Thursday schedules do not employ the term "Groupleader." The Union counters that the grievants, senior men in their trades, consistently have their names posted at the top of the schedules and that all concerned have understood for years that this denotes the fact that they will function as Groupleaders the following week.

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#### FINDINGS

The Union contends that Groupleader functions are performed when only two men are working. One Company witness testified that said Groupleader functions are not performed in that situation; but another, Pipefitter General Foreman Blankenship, stated that "the men are working about the same as before" the change in 1963--i.e., Groupleader functions are performed to the same extent they were before Management ceased assigning and paying for Groupleaders. In balance, the evidence, when coupled with an understanding that Groupleader duties are carried out in an atmosphere of informality, engenders the conviction that there has been no appreciable change in the duties performed by a Groupleader working with one, two, or three men.

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Neither the Job Description and Classification Manual nor the dictionary precludes the parties from regarding two men as a "group." These particular local parties have defined the word group for their purposes by a consistent practice over a period of many years of assigning a Groupleader to work with one man.

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That grievants were assigned to work the Group-leader job on a weekly basis can hardly be questioned, since their names headed the Thursday schedules with the recognition of all concerned that this priority in listing meant they were to work the Groupleader job regardless of whether that word was actually typed on the schedule.

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If the error which Management seeks to correct under Section 9-H was an error in fact, it was one only to the extent that any contractually protected practice can be so regarded after being condoned, recognized, and applied by both parties. It appears untenable for the Company to unilaterally strike down an entrenched practice, hoary with age and universally recognized by all concerned, when the Company has not made it initially clear that Groupleaders were not being scheduled for certain turns.

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The foregoing should not be construed as a reversal of the Board's language in Case T-140 that:

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"The Board cannot direct that particular men be used as Gangleaders when Management has decided that no gangleading function is to be performed."

The situation where Gangleaders are assigned for a week and then moved in and out of that position in conformity with whether such a Groupleader is working with one or more men on given turns is clearly distinguishable from Management's basic and recognized unilateral prerogative of scheduling Groupleaders.

The two grievances request, respectively, "money lost" and "all money lost." The record is barren on the subject of monetary damages shouldered by grievants, but the parties should have access to appropriate records which will enable them to compute monies due each of the four grievants, and they are directed to make the necessary computations to arrive at figures which the Company will pay.

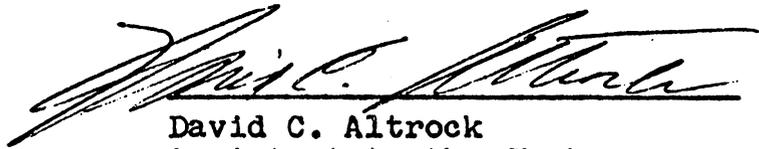
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AWARD

The grievances are sustained.

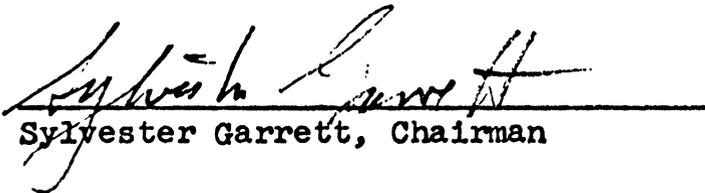
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Findings and Award recommended  
pursuant to Section 7-J of the  
Agreement, by



David C. Altrock  
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman