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# United States Steel Corporation Sheet and Tin Operations Plant Protection and United Steelworkers of America Local Union 2927

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BOARD OF ARBITRATION

Case No. T-1038

February 5, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Plant Protection

and

Grievance No. 197-153

UNITED STEELWORKERS OF AMERICA  
Local Union No. 2927

Subject: Rates of Pay.

Statement of the Grievance: "I, J. M. Smith charge Management with violation of the Agreement by working employees on more than one rate of pay during a biweekly pay period and not paying said employees the higher rate of pay for entire biweekly period.

"Facts: For a number of years Management has been doing this on several job. Arbitration award #USC-1047 sets a precedent in this case.

"Remedy Requested: That Management pay said employees the higher rate of pay and that they be required to run a payroll check back to the time this started and pay all back time due said employees."

2.

T-1038

This grievance was filed in the Second Step of the grievance procedure May 22, 1963.

Contract Provision Involved: Section 9-A of the April 6, 1962 Plant Protection Agreement.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. T-1038

This grievance from the Plant Protection Department of Fairfield Tin Mill claims that when Management schedules salaried Plant Protection employees on different jobs of different job classes during a biweekly pay period, it must pay the rate of the higher rated job for the entire biweekly pay period, under Section 9-A of the April 6, 1962 Plant Protection Agreement, rather than an amount prorated according to the time spent on each job.

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The facts are undisputed, and the hearing was devoted entirely to contractual argument.

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From time to time over the past 15 years or more Plant Protection employees have been scheduled for four days during a given week on the Fire Patrolman job and one day as relief on the higher rated Fire Truck Driver job, in order to cover 21st turns on the latter job at Fairfield Tin Mill, Ensley Steel, and Fairfield Steel Works. In such cases the employees were paid a composite of the two designated rates. A similar situation has existed at the Tin Mill for about the past nine years when Plant Protection employees from time to time were scheduled one day on the Fireman job and four days on the higher rated Fire Patrolman job.

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Section 9-A of the Plant Protection Agreement reads as follows:

4

"SECTION 9 - RATES OF PAY

A. Biweekly Salary Rates

1. The biweekly salary rates for the respective jobs shall be those set forth below:

<u>Occupation</u>	<u>Biweekly Salary Rates</u>
Patrolman	\$202.39 *
	209.46 **

- \* During first 60 days, no uniform required.
- \*\* Includes allowance for purchase and maintenance of uniform.

" <u>Occupation</u>	<u>Biweekly Salary Rates</u>
Fireman	209.46
Fire Patrolman	212.99
Fire Truck Driver	217.69
Sr. Fire Patrolman	217.93

2. There is established for each biweekly salary rate a corresponding hourly equivalent rate equal to one-eightieth of the biweekly salary rate.
3. Each hourly equivalent salary rate established under the foregoing paragraph 2 is recognized as the straight time regular rate from which to calculate overtime."

The other three subsections of Section 9 deal with shift differential, Sunday premium, and cost-of-living adjustment. 5

The Union urges that the biweekly salary provisions of Section 9-A of the Plant Protection Agreement are in principle similar to the biweekly salary provisions of Section 9 of the Salaried Clerical and Technical Agreement, and it concludes, therefore, that the Award in USC-1047, which held that Salaried Clerical and Technical employees who were scheduled on a lower rated job but regularly worked higher rated jobs for significant portions of a biweekly pay period were entitled to the rate of the higher rated job for the entire biweekly pay period, must be applied here with like result. 6

The Company notes that USC-1047 was based upon interpretation of the Salaried Clerical and Technical Agreement, which it says is different from the Plant Protection Agreement. 7

Management argues specifically that one of the important bases for the result in USC-1047 was the conclusion that the method of payment there in dispute violated the job classification program negotiated in the Salaried Clerical and Technical Agreement. The Company feels it significant in this regard that the Plant Protection Agreement contains no job classification program.

#### FINDINGS

The sole Agreement before the Board in USC-1047 was the one covering Salaried Clerical and Technical employees in a broad range of locations throughout the Corporation. The result reached in that case was based upon substantive provisions of that Agreement and not solely upon the fact that the parties and Board had come to use the shorthand expression "salaried" to describe the general category of employees who were not under the P&M Agreement. Thus, if the holding of USC-1047 is to be applied to the present problem, it would be only because analysis of significant provisions of the Plant Protection Agreement would require application of the principles stated in USC-1047. 8

In this regard, it is worth noting the bases for the holding in USC-1047, as stated in Paragraphs 29 and 30: 9

"Section 9 proceeds on the assumption that the parties established a biweekly standard salary scale, based on the job descriptions and classifications which they developed in the Inequities Program. If employees may be scheduled consistently on low rated jobs, but regularly assigned to perform higher rated jobs during significant portions of given biweekly pay periods and paid a composite salary, this does violence to the

"salaried classification program; it tends to isolate higher level skills from other skills normally and regularly performed by employees so as to deprive them of a proper rate classification for their actual duties under Section 9-C.

"If Management desires to combine performance of two or more jobs on a recurring basis for substantial periods, in situations such as revealed here, its proper approach lies under Section 9-C in preparing new or changed job descriptions and classifications, subject to any relevant safeguards against abuse which stem from other provisions in the Agreement. If this approach is not taken, under circumstances such as reflected in these grievances, then the employee must be paid the biweekly salary rate for the highest job performed in the given biweekly period."

In the Plant Protection bargaining relationship, Management could not pursue the alternative stated in Paragraph 30 of USC-1047 because that Agreement includes no provisions for a program of job description and classification. Thus, one of the significant underlying reasons for the result reached in USC-1047 is absent from the Plant Protection Agreement here in question. 10

Even more important, however, is the fact that the Clerical and Technical Agreement interpreted in USC-1047 covered some two score plants throughout the country, with rates of pay practices varying from plant to plant. In contrast, the Plant Protection Agreement here in question covers only six locations at the former TCI Division and, moreover, the prorated payment system involved here has been followed since inception of the Plant Protection bargaining relationship, without question until after the Award in USC-1047 had been issued. 11

This grievance was not filed until nearly two years after issuance of the Award in USC-1047. It clearly is not based upon any long-felt sense of injustice over practices which had been followed jointly for 15 years or more, but was introduced rather to test whether "salaried" Plant Protection employees automatically fell within the coverage of principles established in USC-1047 after detailed analysis of the unique provisions of the Salaried Clerical and Technical Agreement. With the Plant Protection Agreement in its present form, Plant Protection employees do not automatically come under such principles. The grievance must be denied.

12

AWARD

The grievance is denied.

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



Clare B. McDermott  
Assistant to the Chairman

Approved by the Board of Arbitration

  
Sylvester Garrett, Chairman