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United States Steel Corporation Heavy Products Operations Homestead Works and United Steelworkers of America Local Union 1253

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BOARD OF ARBITRATION

Case No. USS-5130-H

December 16, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
HEAVY PRODUCTS OPERATIONS
Homestead Works

and

Grievance No. A-62-43

UNITED STEELWORKERS OF AMERICA
Local Union No. 1253

Subject: Incentive Administration.

Statement of the Grievance: "We request that management install into the ore department, an incentive that is fair by lowering the standards of the present plan or installing a new plan. And that in either case our request be back dated until the time when our present plan failed to yeild any earnings."

This grievance was filed in the First Step of the grievance procedure January 5, 1962

Contract Provisions Involved: Section 9-C-2 or 9-F-2 of the January 4, 1960 Agreement.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. USS-5130-H

This grievance from the Ore Unloading Department of the Carrie Furnace Division of Homestead Works seeks adjustment or replacement of Incentive Application No. 1107 under Section 9-F-2 or 9-C-2 of the January 4, 1960 Agreement, because of alleged new or changed conditions affecting grievants' work.

Incentive Application No. 1107, an Alternate II, tabular process allowance plan, was installed under Section 9-C-1 in September of 1951. It covers employees in the Car Dumper Crew whose work involves the unloading of materials over the car dumper, handling material to and from the Sinter Plant, and the rehandling of furnace and Sinter Plant materials from yard to yard, or from Yard to Sinter Plant. Since 1955 the incentive has contained separate standards for Summer and Winter conditions.

True work performance standards are established for the number of cars dumped, 100 tons of sinter and oversize materials produced, 100 tons of materials rehandled from yard to yard or to Sinter Plant, and car dumper operating hours. Units of production multiplied by those standards, times 100, divided by total actual hours on measured work, give an index of true work performance which, by resort to the tabular process allowance table, results in a corresponding Index of Measured Performance.

At installation in 1951, the predicted earnings level was 119%. From installation to hearing time, the following changes were made in the incentive:

"

Change

- 1 (effective date April 16, 1955) recognized temporary standards as a result of the collapse of No. 3 and No. 4 Ore Bridge.
- 2 (effective date November 27, 1955) recognized change in standards to cover operation of the new No. 3 and No. 4 Ore Bridge and provided additional standards to cover winter operations.

Change

- 3 (effective date December 30, 1956) recognized the definition of unmeasured work as specified under existing incentive procedures.
- 4 (effective date April 7, 1957) recognized the loading of sinter from No. 1 and No. 2 Ore Yard for transfer to the Homestead Open Hearth.
- 5 (effective date November 8, 1957) provided an additional standard to be used during the production of manganese sinter at Carrie Sinter Plant and an additional transfer car.
6. (effective date March 8, 1959) recognized revision of standard hours for units of 100 tons of sinter or oversize material produced. The allowance for material rehandled was currently included in the standard for sinter and oversize produced. This change recognized the additional rehandling of materials by the transfer car, resulting from ore yard pile clean-up requirements.
- 7 (effective date May 29, 1960) recognized a separate standard for all materials rehandled from yard to yard - 'Standard Hours for 100 tons of Material Rehandled,' and the transfer of Open Hearth Slag from No. 3 and 4 Ore Yard to Nos. 1, 2, 6 and 7 Ore Yards.
- 8 (effective June 10, 1962) recognized standard time values for direct unloading of Sinter Plant materials during periods when Car Dumper is not operating. This change was the result of a change in unloading methods reflecting the use of a shaker engine. This operation was defined in the incentive application as 'Operating Condition No. 2'. Crew size was adjusted to meet this condition.

No grievance was filed shortly after installation of the incentive, and none of the above changes were grieved.

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Between Change No. 7 which was effective May 29, 1960 and Change No. 8 which was effective June 10, 1962, the present grievance was filed on January 5, 1962. By mutual agreement it was held pending in Step 2 until July 24, 1964.

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The table below, compiled from data submitted by the Union, shows average pay performance figures for the period from May of 1954 to May of 1965:

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INDEX OF PAY PERFORMANCE

<u>Year</u>	<u>Pay Periods</u>	<u>Average</u>
1954	16	109.19
1955	19	115.21
1956	24	114.13
1957	26	116.12
1958	26	107.38
1959	17	110.53
1960	24	109.29
1961	26	110.65
1962	24	111.83
1963	27	112.48
1964	26	111.69
1965	9	117.33

In the Step 3 minutes, Management attempted to state separately all the points made by the Union up to that time regarding alleged changed conditions, along with the Company responses. These amounted to eleven contentions, with a twelfth added later, which thereafter were adopted by both parties at the hearing as a complete listing of claimed changed conditions underlying the Union's request for adjustment or replacement of the incentive. The first eleven were published in Step 3 as follows, with the twelfth added later.

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- | <u>Alleged Changed Condition:</u> | <u>Company Response</u> |
|--|--|
| <p>1. Additional safety requirements with respect to operation of car dumper and Union Railroad engine placing material or pulling empties can affect incentive performance.</p> | <p>The car dumper operation is stopped when the railroad is pulling the outbound track as has been true for many years. The only changed condition in this procedure is that Management installed safety signal lights around 1955 in order to insure proper communications between railroad and dumping personnel.</p> <p>When the railroad is placing cars on the inbound track, the car dumper engine is not permitted on the inbound track; however, so long as cars are available at the car dumper, the dumper continues to operate.</p> |
| <p>2. Servicing of Sinter Plant by one transfer car thus restricting tipple operations to a single car.</p> | <p>There is no change in requirements from the conditions recognized in the incentive development. With oversized material reduced to a minimum and flue dust being dumped by truck, it is questionable that a transfer car is required full time at the Sintering Plant as sometimes occurs.</p> |
| <p>3. Servicing of Sinter Plant by six and seven Ore Bridge.</p> | <p>Car dumper operations are hindered due to plugged pits while bridge is at the Sintering Plant. However, this is an infrequent situation and the overall effect on the incentive is not great. Coordination between bridge and transfer car operations would reduce the plugged pits condition.</p> |

Alleged Changed Condition:Company Response

4. Increased transferring of materials from one yard to another.
- In the original incentive the average amount of transferring was credited in the sinter and oversize standard. With the dumping of Open Hearth slag in No. 3 and 4 yards in 1959, the incentive was changed to recognize this added transferring. In May of 1960 a separate standard was established to recognize increased quantities and varieties of materials transferred. Normally revert materials from Homestead or from nearby dumps are not stocked in the Carrie yards but at the present time we have Gascola scrap and scale in the yard. This material must be spread out to the various trestles and requires ore bridge and transfer car time. When the Sinter Plant is operating and the dumper is down, transfer cars are necessary to handle sinter and every effort is made to transfer bulk of materials between yards on these same turns.
5. Limited dumping space in pits due to variety of materials in all yards. Trucks unloading directly to No. 3 and 4 yard which requires bridge time to move material from the dumping ramps frequently.
- Both of these factors contribute to delays due to plugged pits and are a part of the miscellaneous category shown on the delay chart. Cooperation of the bridge operator is essential to minimize this type delay.

<u>Alleged Changed Condition:</u>	<u>Company Response</u>
6. Maintenance, Union Railroad, etc. delays.	Operating Management tried rescheduling the car tipple daylight turn at 7:00 A.M. to 3:00 P.M. to give the Maintenance Department opportunity to grease transfer car rails and ore bridge buckets at 3:00 P.M. when car dumper operating time will not be affected. Operating Management also made arrangements for the Union Railroad crew to start one half hour before the car dumper starting time in order that the dumper can be initially serviced by the Union Railroad before starting time. This setup proved to be non-beneficial and was therefore discontinued.
7. Frozen materials during winter operations.	Because of increased beneficiated material, which does not require thawing, dumping operations are near normal. The material that requires thawing can be given more time in the steam shed so that it does not need to be pulled only when partly thawed. Also, raw ore shipments have been decreased in cold weather. An average index of measured performance of 120% has been realized for winter pay periods from January 1960 to date.
8. Change in type of material handled on the dumper.	The effect of this is beneficial to the incentive since most of the materials are easier to dump. For example, with a few exceptions, the scrap is all of small size which dumps easy and very few turnings are received as compared to past years.

Alleged Changed Condition:Company Response

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|--|---|
| 9. Direct unloading on the trestle and direct unloading from trucks of some of the Sinter Plant materials. | Car dumper turns have been decreased to where, instead of a continuous operation, the operation must be started up and shut down daily. This can affect dumper performance in winter but there is still sufficient material for the dumper turns scheduled. |
| 10. Foreign material such as scrap, lumber, etc. in cars of miscellaneous. | The amount of foreign material in cars, especially scale, has decreased to the point where delays because of this have all but been eliminated. Presently when any foreign material is found in a car before dumping, that car is rejected and sent out as refuse. |
| 11. Using one transfer car operator to go along with the car cleaner to handle the steam shed doors thus restricting tipple operation to one transfer car. | Formerly the brakeman went with the car cleaner to the steam shed. However, for safety reasons, it was decided that to take the brakeman away from the tipple operation was unwise; and therefore, this assignment was changed to the transfer car operator. This change was also a result of close cooperation between Management and the working force in the interest of greater safety, and has not adversely affected performances as can be seen from the previously recorded winter performance average. |

12. The witness stated that the Union has also been alleging a changed condition in that only two of the four motors have been used in the operation since approximately 1957. He stated, however, that he wished to amend this argument to state that the changed condition was that governors were installed on the four motors, and accordingly, they do not pull fast enough to keep within the established allowance of twelve minutes per car.

To Item 12 the Company responded that wiring in the transfer cars had been changed from parallel to series in 1950, before installation of this incentive, which reduced their maximum speed by about 25% but that nothing had been done to affect speed since then. 9

Management noted that none of the alleged changed conditions were given any dates and, therefore, that it was impossible to relate them in time to the filing of the grievance in January of 1962. At the hearing the Union witness sought to meet this point by stating approximate dates when the claimed changed conditions occurred. 10

FINDINGS

The grievance was filed in January of 1962. Applying the dates given by the Union as the approximate times when the alleged changes occurred, it is seen that three of them took place in 1960 or earlier, one in April of 1961, one, (which was left without any accompanying date) was said to have been pretty well eliminated at hearing time, while another gradually had grown worse till June of 1962 but had caused no trouble for about one year before the hearing. 11

One of the relatively remote changes claimed had been the subject of Changes 6 and 7, installed without grievance in March of 1959 and May of 1960. One of the changes, said to have occurred in November of 1961, (relating to frozen materials 12

during winter operations) had been dealt with by Change 2 in November of 1955 when winter standards first were installed. From installation of the incentive in 1951 till Change 2 in 1955, summer operations were the only ones covered by the incentive, and all winter work was non-incentive.

On the merits, the Company claims either that each alleged changed condition represents nothing new but actually was contemplated in development of the original incentive in 1951, or was the subject of one of the seven changes made without grievance over the intervening eleven years before the present grievance, or that the claimed change really does not qualify under Section 9 as requiring adjustment or replacement of the incentive.

In the circumstances of this case, however, it is unnecessary to rule that the grievance is untimely under 9-C-3-e of the 1960 Agreement as to any particular claimed changed condition or to set out the mass of details for and against those contentions as to which the grievance might be timely, since the earnings data do not support the Union claims.

That is, since this incentive was installed without grievance in 1951, there now is no live issue of equitable incentive compensation.

Thus, the only question now before the Board is whether integrity of the incentive has been maintained in light of the claimed changed conditions. The grievance was filed in January of 1962, and six of the claimed changes were said to have occurred in November or December of 1961. Hence, if the Union view of the merits were correct, it reasonably would be expected that earnings would have tailed off over subsequent periods. But that has not been the case. The Index of Pay Performance, rounded to the nearest whole number, for all of 1961 was 111%. For each of the three following years during which the grievance was held pending in the grievance proceedings, the corresponding figure was 112%, and for nine pay periods in 1965 it was 117%.

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The same conclusion follows if various different periods are looked at. For example, the pay performance figures for six pay periods before and after the grievance were 108% and 118%, respectively. If longer periods should be examined, the figures for 85 pay periods (over three years) before and after the grievance, were 109% and 113%, respectively.

In light of all earnings data, it is therefore difficult to conceive any basis on which it could be held that alleged changed conditions required adjustment or replacement of this incentive. Accordingly, the grievance must be denied.

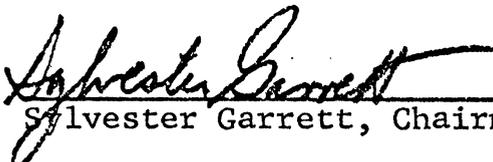
AWARD

The grievance is denied.

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


Clare B. McDermott
Assistant Chairman

Approved by the Board of Arbitration


Sylvester Garrett, Chairman