

8-12-1964

# United States Steel Corporation Tubular Operations Lorain Works and United Steelworkers of America Local Union 1104

Sylvester Garrett

Follow this and additional works at: [http://knowledge.library.iup.edu/garrett\\_series](http://knowledge.library.iup.edu/garrett_series)

---

## Recommended Citation

Garrett, Sylvester, "United States Steel Corporation Tubular Operations Lorain Works and United Steelworkers of America Local Union 1104" (1964). *Arbitration Cases*. 462.  
[http://knowledge.library.iup.edu/garrett\\_series/462](http://knowledge.library.iup.edu/garrett_series/462)

This Article is brought to you for free and open access by the Sylvester Garrett Labor Arbitration Collection at Knowledge Repository @ IUP. It has been accepted for inclusion in Arbitration Cases by an authorized administrator of Knowledge Repository @ IUP. For more information, please contact [cclouser@iup.edu](mailto:cclouser@iup.edu), [sara.parme@iup.edu](mailto:sara.parme@iup.edu).

BOARD OF ARBITRATION

Case No. N-493

August 12, 1964

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
TUBULAR OPERATIONS  
Lorain Works

and

Grievance No. N-L62-261

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1104

Subject: Request for Incentive Coverage.

Statement of the Grievance: "We the hookers in east by are forced by Management to participate in two incentive plans without incentive earnings."

This grievance was filed in the Second Step of the grievance procedure April 3, 1963.

Contract Provisions Involved: Sections 2-B and 9 of the April 6, 1962 Agreement.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. N-493

This grievance from the Finishing End of the Continuous Weld Mill of Lorain Works claims that transfer of weighing, recording, and tagging pipe to the Hooker job in the East Bay requires incentive coverage for that job under Sections 1, 2-B, and 9-F-2 and -J-2 of the April 6, 1962 Agreement, because the jobs of Bundler and Stenciler, from which those duties were transferred, were and are covered by incentives.

1

Before March of 1963 final table inspection of pipe was done in the West Bay of the Continuous Weld Mill. During that period, weighing, recording, and tagging lifts of pipe were handled by the Stenciler (Mechanical) or Bundler (Machine) after pipe was inspected at the West Bay bundling and stenciling areas. Those jobs are covered by different incentives.

2

On March 25, 1963, Management changed the final inspection site from the West Bay of the Continuous Weld Mill Finishing End to the pump table in the East Bay Finishing End, and added to the Hooker job the duties of weighing, recording, and tagging pipe, which function, the Company says, takes about 10% of the Hooker's time. The Union estimates that those duties sometimes consume 25% of the Hooker's time. The Primary Functions of the Bundler and Stenciler jobs remain undisturbed since the duties removed from them and added to the Hooker were at most incidental phases of those jobs. The Hooker job never has been covered by incentive.

3

The Union urges that elimination of the narrow gauge crew has increased the Hooker's workload by necessitating considerable double-handling of lifts which cannot be loaded in one movement but which first must be racked and then lifted again from rack to car.

4

The Union argues that the Company did not have the right under 9-F-2 to discontinue the incentive earnings formerly paid the Bundler and Stenciler jobs for performance of weighing, recording, and tagging pipe, which are performed now in the same manner as before the transfer.

5

Since the grievant Hookers handle pipe off the bundling machine and the three-headed test pump, which operations are on incentive, it is argued that grievants are being forced to work at incentive pace without being paid incentive earnings, in violation of 9-J-2.

6

Finally, the Union contends that Management is obliged to provide incentive coverage for the Hooker job since it allegedly promised to do so in conversations with the Grievance Committeeman.

7

#### FINDINGS

The incentive question aside for the moment, it is clear that transfer of weighing, recording, and tagging from the class 7 Bundler and class 7 Stenciler to the class 5 Hooker was within Management's power. That transfer was part of the larger decision to move the final table inspection function from the West Bay to the East Bay of the Continuous Weld Mill Finishing End and included also termination of the Stenciler Helper (Mechanical) job. Moreover, weighing, recording, and tagging were only incidental parts of the Bundler and Stenciler jobs and surely did not become the primary function or predominant duties of the Hooker job. Thus, the mere transfer of those duties did not violate the Agreement.

8

The Union argues, however, because those duties were paid for at incentive when performed by the Bundler and Stenciler, since they were part of the total content of those jobs, which were on incentive, that the removing of them from those jobs violates the direction of 9-F-2 that "All...incentive plans...shall remain in effect until replaced...or adjusted..." as there stated.

9

But nothing in this record gives any ground for believing that either of the two different incentives which cover the Bundler and Stenciler jobs, respectively, do not continue

10

to "remain in effect." Relatively minor duties have been removed from the jobs covered by those two incentives, but the incentives themselves have not been changed in any way violative of 9-F-2.

The Union really appears to be saying that, because weighing, recording, and tagging duties were paid for at incentive when performed by the Bundler and Stenciler jobs which were and are on incentives, that they must continue to be paid for at incentive when performed by the Hooker. The Hooker job never has been covered by incentive, and the Union argument amounts to the contention that under the Agreement incentive applications follow individual duties, but 9-C-2-b requires the Company to establish new incentives to replace existing incentives because of new or changed conditions of certain magnitude. It is clear that the incentives covering the Bundler and Stenciler jobs need not be replaced and, even if they were, it would not help these Hookers, who never have been covered by that or any other incentive.

11

The Union argument that in these circumstances incentive applications follow transfer of relatively minor duties is not supported by the Agreement. Section 9-C-1-b, as explained in A-481, puts it within Management's discretion as to whether a new incentive is to be installed to cover the Hooker job, which now is a job "...not presently covered by incentive applications."

12

Next, the Union urges that the nonincentive Hookers have had performance standards established for their job, because they must handle product off the automatic bundling machine and three-headed test pump at the incentive pace maintained by the incentive employees who work those operations, and that this violates 9-J-2.

13

The difficulty with that contention is that it is related only remotely, if at all, to the transfer to the Hookers of the weighing, recording, and tagging functions,

14

which gave rise to this grievance. Even if it were more directly related, however, the mere addition to the Hooker job of those duties did not establish performance standards for that job, if, as is clear, no such performance standards had existed before that addition. That is, Hookers handled pipe from the two incentive operations and, therefore, were required to keep up with them before weighing, recording, and tagging duties were added to the Hooker job. Thus, addition of the transferred duties did not constitute establishment of performance standards for Hookers.

The Union is really arguing that any nonincentive job which follows or services an incentive operation is, for that very reason alone, operating under performance standards in violation of 9-J-2. It is true that grievants must keep up with the flow of pipe from the two incentive operations, and the evidence makes clear that they "get hell" from Foremen and the incentive employees if they do not, in the sense that they are exhorted, not always in polite terms, to work faster. But they never have been disciplined in any way for falling behind, nor is there any specific quantity of material set for them to handle over a turn; they simply must handle the flow of pipe which comes to them at the pace worked by the incentive operations which, as explained in A-461 and CI-257, is not the establishment of performance standards for a nonincentive job within the meaning of 9-J-2.

15

Finally, the Union says that Management representatives promised to cover the Hooker job under an incentive and that its not having done so as yet constitutes violation of 2-B.

16

It is unnecessary to recite the evidence in detail for the Union testimony cannot be interpreted as a definite commitment by Management to install a new incentive for the Hooker job or to include it within any existing incentive. It is clear that the discussions between the Grievance Committee-man and Management representatives were of an informal nature

17

such as would occur when they would happen upon each other in the Mill or would meet on other problems in the office and the subject of Hooker incentive coverage naturally would arise. Management explained its view that the allegedly low level of workload of the Hooker made it unsuitable for incentive coverage then and mentioned that contemplated equipment additions, which, if and when they might occur (they had not occurred at hearing time), would furnish justification for it at that time to consider whether such coverage would be provided. Out of this it could not be concluded that there was any definite agreement on the matter, which the Board could enforce under 2-B.

Accordingly, the grievance must be denied.

18

AWARD

The grievance is denied.

19

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

Clare B. McDermott

Clare B. McDermott  
Assistant to the Chairman

Approved by the Board of Arbitration

Sylvester Garrett  
Sylvester Garrett, Chairman