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United States Steel Corporation Sheet and Tin Operations Fairfield Works and United Steelworkers of America Local Union 1131

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BOARD OF ARBITRATION

Case USS-6623-S

February 2, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Fairfield Works

and

Grievance No. SFSH-68-43

UNITED STEELWORKERS OF AMERICA
Local Union No. 1131

Subject: Dispute Between Two Local Unions Relative to Seniority

Statement of the Grievance: "We the undersigned grievants protest management's action in refusing to comply with Section 13 N of the basic agreement in manning the new #4 Galv. Line facilities.

13 N"

"Remedy Requested: Comply with

Contract Provisions Involved: Sections 13-B, 13-E and 13-F of the September 1, 1965 Agreement.

Grievance Data:Date

Grievance Filed:	June 5, 1968
Step 2 Meeting:	July 30, 1968
Appealed to Step 3:	July 30, 1968
Step 3 Meeting:	August 13, 1968
Appealed to Step 4:	September 3, 1968
Step 4 Meeting:	September 23, 1968
Appealed to Arbitration:	November 5, 1968
Withdrawn by the Parties (Returned to Step 4):	February 14, 1969
Reappealed to Arbitration:	April 13, 1970
Case Heard:	August 19, 1970
Transcript Received:	September 18, 1970

Statement of the Award:

The grievance is denied.

BACKGROUND

USS-6623-S

This grievance, filed by a number of employees from the Sheet Mill, Fairfield Works, protests the manner in which the Company has manned the new No. 4 Galvanizing Line facilities located within the Fairfield Steel Plant. Violations of Sections 13-B and 13-N of the September 1, 1965 Agreement are alleged.

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Within the scope of the Company's Fairfield Works are a number of entities that the parties have traditionally viewed as separate plants in each of which the employees are represented by a different Local Union and have separate and different seniority rules. Among these separate plants are the Sheet Mill, represented by Local Union No. 1131, and the Fairfield Steel Plant, the employees of which are represented by Local Union 1013.

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On July 1, 1966 the Company began construction of a new No. 4 Galvanizing Line and auxiliary facilities. As originally planned this 64" continuous coating line was to be erected within the confines of the Sheet Mill but problems were experienced with the suitability of the available land at that location for the erection of the required structures and it was finally decided to build the facility on land that is within the confines of the Fairfield Steel Plant. This location is a little more than one-half mile from the Sheet Mill proper.

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Operations commenced on the No. 4 Galvanizing Line on or about October 27, 1968. Prior to this time there had been some discussions with the Union's District Director concerning the manning of the facility. At this time the Company suggested that, since the new line was within the confines of the Fairfield Steel Plant, the employees manning the facility should be considered as within the jurisdiction of Local Union

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1013 which represents the employees at that plant. It appears that the District personnel indicated that this could raise a troublesome problem since Local Union 1131, representing the Sheet Mill employees, might well have an interest in the representation of the employees manning the new operation. However, nothing further seems to have been derived from these meetings other than the Union personnel making the suggestion that the Company discuss the problem with the Grievance Committees of both Local Unions.

On May 13, 1968 the Company entered into a written agreement with Local Union 1013 establishing a separate seniority unit within the Fairfield Steel Plant for the 8 jobs that would man and service the No. 4 Galvanizing Line. Recognizing that the Fairfield Steel Plant employees had no previous coating line experience, it was agreed that the top jobs (those of Coating Line Operator, Coating and Treating Operator, Exit End Operator--Inspector, and Entry End Operator) would be filled by the transfer of personnel from the Sheet Mill pursuant to bid notices posted at that location. Under the agreement the successful bidders for these jobs would be transferred at the employee's request to Fairfield Steel "relinquishing all seniority rights at the Sheet Mill but carrying with them to Fairfield Steel their Corporation service and the 'plant continuous service' which they held at the Sheet Mill." Under this same agreement all lower rated jobs and apparently subsequent openings in the 4 higher rated jobs were to be filled in accordance with the seniority rules and regulations of the Fairfield Steel Plant Local 1013.

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Although there were discussions with the Sheet Mill Local 1131 grievance representatives both before and after the date of the above agreement, these discussions appear to have been largely of an informative nature and no attempt was made to

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obtain agreement by Local Union 1131 to the above arrangements nor was any such agreement forthcoming.

At any rate, by June 17, 1968, twelve Sheet Mill employees had been appointed pursuant to the posted bid notices posted at the Sheet Mill. Pursuant to the agreement these 12 employees were assigned to the top 4 jobs in the seniority unit that would be manning the No. 4 Galvanizing Line.

This grievance was filed by the employees in the Sheet Mill Local 1131 contending that the new galvanizing facility should be under Local 1131 for representation purposes and that all jobs on the new facility should be filled by employees from the Sheet Mill using Sheet Mill Plant continuous service as a basis for selection. The Union views the threshold question here as whether the Sheet Mill or the Fairfield Steel Plant constitutes "the most appropriate unit" for the employees manning the No. 4 Galvanizing Line. It sees Board authority for determining this issue in Section 13-B (Marginal Paragraph 211a) of the Agreement dealing with the determination of the most appropriate seniority unit in which a new job or jobs should be placed when local agreement cannot be consummated concerning such placement. Pursuing this theory, the Union notes and stresses the fact that the function of coating coils of strip product at Fairfield Works has always been performed by Sheet Mill employees on the 3 continuous coating lines located within the confines of the Sheet Mill. It is stressed that none of this type of work has ever been performed in the Fairfield Steel Plant and therefore the No. 4 Galvanizing Line is substantially more closely related functionally to the Sheet Mill operation than it is to the operation at the Fairfield Steel Plant. It is noted that the Company itself has established common supervision for the

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three preexisting coating lines in the Sheet Mill and the new No. 4 Galvanizing Line as though the latter facility was actually located in the Sheet Mill. In light of these facts, the Union would hold that the employees manning No. 4 Galvanizing Line should be included in the bargaining unit represented by Local 1131 and the jobs in question should be included in the existing single seniority unit that now covers the crews on the 3 continuous coating lines located in the Sheet Mill. It is suggested by the Union that as the newer, more sophisticated No. 4 Line becomes fully operational it can only have an adverse effect on the 3 older coating lines in the Sheet Mill and notes that by the middle of 1969 the operations on the Nos. 1 and 2 Lines had been reduced from 20 to 15 turns per week and the No. 3 Line has not operated since the middle of 1968.

The Company asserts that the construction of the new No. 4 Galvanizing Line was designed to supplement rather than replace the 3 older continuous coating lines with the end in view of increasing the Company's participation in the galvanizing sheet market in the south. Although the galvanizing tonnage shipped by United States Steel has increased since the new facility became operational, the anticipated share in the market has not been increased nor has the full potential of Fairfield Works' present galvanizing capacity been realized largely because of a marked increase in the importation of foreign made galvanized product. The Company notes that the No. 3 Line in the Sheet Mill has always been unique in that it can only process sheet product and, indeed, was shut down in 1968 well before any saleable product was produced on the new No. 4 Galvanizing Line.

The Company contends that the Board has no authority under the Agreement to determine which particular Local Union has jurisdiction over a particular operation. It asserts that collective bargaining rights were first established by the

International Union, with no Local Union on the ballot, in a single national Union representation election that covered a unit of all the steel producing plants at Fairfield Works. It is inferred that it was only after the Union attained collective bargaining rights that separate Local Unions were established for the various plants.

The Company asserts that it entered into a special manning agreement with Local Union 1013 because the facility in question was located within the Fairfield Steel Plant the employees of which have always been represented by that Local Union. It is stressed that Fairfield Steel Plant has always been viewed by the parties as a plant separate and distinct from the Sheet Mill and that, therefore, the employees at the Sheet Mill cannot be viewed as having any greater rights to jobs in the Fairfield Steel Plant than they would to jobs in other more distant plants of the Corporation. It is pointed out that a local agreement has been reached with the Grievance Committee of Local Union 1013 placing the new jobs manning the No. 4 Galvanizing Line in a newly established seniority unit to be administered under the seniority rules and regulations established by agreement with that Local Union. Thus the Company fails to see how the cited portion of Section 13-B could have been violated.

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The Company also stresses that Section 13-N, dealing with the manning of new facilities, is replete with references to "in the plant" and to "existing plants" and, therefore, the Company does not see any violation of that section in its failure to accord the Sheet Mill employees greater employment rights at the No. 4 Galvanizing Line than to which were accorded them by special agreement with Local Union 1013.

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FINDINGS

It is clear that the No. 4 Galvanizing Line is located within the confines of the Fairfield Steel Plant where hourly employees are all represented by Local Union 1013 with the sole exception of the employees of Rail Transportation--Shops and Roadway who may perform functions within not only the Fairfield Steel Plant but other locations throughout Fairfield Works. It is also clear that Fairfield Works is made up of a number of well defined areas each of which the parties have viewed as a separate and distinct plant under the Agreement. The problem is further complicated by the existence of a separate Local Union for each plant such as the Tin Mill, the Wire Mill, Fairfield Coke, Ensley Steel, Fairfield Steel and the Sheet Mill. There also exists a history at Fairfield Works of the Local Union at each plant assuming jurisdiction over the work at that plant on occasions when facilities on particular operations have been transferred from another plant. The sole exception to this pattern has been the Rail Transportation--Shops and Roadways that is viewed as a separate plant but whose employees may perform work in any or all of the various other plants that comprise Fairfield Works.

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Thus it was in the midst of this maze of separate plants each with an individually established Local Union having separate and distinct local seniority rules and regulations that the Company erected the No. 4 Galvanizing Line within the confines of the Fairfield Steel Plant. This facility is functionally much more akin to operations at the Sheet Mill and is, indeed, quite unrelated to those at the Steel Plant. The failure to locate the new facility in the Sheet Mill appears to have been due solely to an inadequate amount of suitable space at that plant and this decision as such has not been challenged by the Union.

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In seeking here to afford greater opportunity for Sheet Mill employees to fill the new jobs on the No. 4 Galvanizing Line under Section 13-N, the Union seems to recognize that, in light of the location of that facility in a different plant, it must first be resolved whether the Sheet Mill employees have any basis to complain about how the jobs were manned. Thus it urges that, regardless of its location, the No. 4 Galvanizing Line is so closely related to traditional Sheet Mill operations and so totally unrelated to those at the Fairfield Steel Plant, it must be viewed as part of the "unit" at the Sheet Mill represented by Local Union 1131.

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The Union seems to see the problem as no different than the placement of a new job or jobs in a seniority unit under Section 13-B which reads as follows:

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"B. Determination of Seniority Units

Seniority shall be applied in the seniority units, which may be an entire plant or any subdivision thereof, as established or agreed upon. A job may be in one seniority unit for one purpose, such as promotions, and may be in a different seniority unit for another purpose, such as layoffs. Subject to the revision required elsewhere in this Section 13, the existing seniority unit or units to which the seniority factors shall be applied and the rules for application of the seniority factors, including service dates within these units, covered by existing local agreements, shall remain in effect

"unless or until modified by local written agreement signed by Management and the chairman and secretary of the grievance committee of the local union. Hereafter local seniority agreements, including agreements covering departments or units thereof, shall be signed on behalf of the Union by the chairman and secretary of the grievance committee of the local union, and shall be posted in the plant.

"In any case in which local agreement cannot be consummated as to the seniority units in which a new job or new jobs are to be placed, Management shall include such job or jobs in the most appropriate seniority unit or, if more appropriate, establish a new seniority unit, subject to the grievance procedure of this Agreement."

It is apparent from the above that the parties were intent upon establishing seniority units within the various plants for the purpose of applying the seniority factors and setting forth the procedure for the placement of jobs within seniority units. Significantly the entire tenor of Section 13-B indicates that a seniority unit may be as broad as an entire plant or much more narrow in scope depending on the agreement between local Management and the Chairman and Secretary of the Grievance Committee of the Local Union. It is only when local agreement cannot be consummated as to the seniority unit in which a new job should be placed that the Section indicates possible appeal to the Board through the grievance procedure.

Here agreement has been attained as to the seniority unit in which the new jobs in the No. 4 Galvanizing Line will be placed. This agreement has been made with Local Union 1013, the entity that represents the employees in the plant where the facility is located. Thus it would seem that the provisions of Section 13-B are completely satisfied unless some other basis can be established affording Local 1131 some contractual standing to successfully invalidate the existing local agreement and assert jurisdiction over the employees manning the No. 4 Galvanizing Line. Thus the Union has raised a broader and really different issue here--one dealing with the appropriate unit for purposes of collective bargaining with a Local Union over seniority problems.

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Certainly the close functional relationship between the Sheet Mill operation and the No. 4 Galvanizing Line would be a relevant and perhaps even controlling factor in favor of Local Union 1131 if it were not for the unique multi-plant, multi-Local Union arrangement at Fairfield Works coupled with the contractual importance placed upon the plant as the entity for determining seniority rights. Section 13-B does not confer on the Board the authority to determine the jurisdiction of a Local Union or confer seniority rights to employees from a plant other than that where the operation in question exists.

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Indeed, problems such as that presented here would seem to have been contemplated by the parties in agreeing to the provisions of Section 13-E, entitled Interplant and Intraplant Transfers that reads as follows:

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"E. Interplant and Intraplant Transfers

It is recognized that conflicting seniority claims among employees may arise when plant or department facilities are created, expanded, added, merged, or discontinued, involving the possible transfer of employees. It is agreed that such claims are matters for which adjustment shall be sought between Management and the appropriate grievance representatives or committees.

In the event the above procedure does not result in agreement, the International Union and the Company may work out such agreements as they deem appropriate irrespective of existing seniority agreements or may submit the matter to arbitration under such conditions, procedures, guides and stipulations as to which they may mutually agree."

This provision, however, is permissive not compulsory to the extent that it contemplates intervention by the International Union and the Company. This proceeding was not brought to the Board by the agreement of the parties under that provision.

Thus no issue under Section 13-E properly is before the Board for decision in this proceeding. Nor has it been established on this record that grievants have any rights under Section 13-N other than those provided by the local

agreement with Local 1013. Since no contractual authority has been established under the Agreement for determining what is essentially a jurisdictional dispute between two Local Unions over the representation of the employees at the No. 4 Galvanizing Line, this grievance must be denied.

AWARD

The grievance is denied.

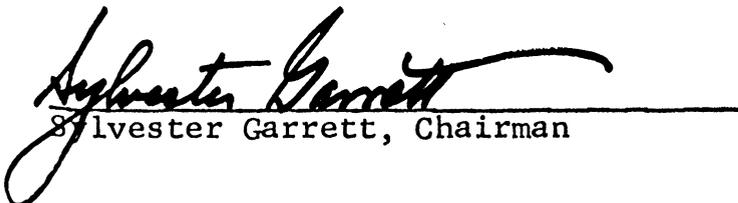
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Findings and Award recommended pursuant to Section 7-J of the Agreement, by



Alfred C. Dybeck
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman