

February 1971

# United States Steel Corporation Western Steel Operations Joliet Works and United Steelworkers of Americ Local Union 1445

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## Recommended Citation

Garrett, Sylvester, "United States Steel Corporation Western Steel Operations Joliet Works and United Steelworkers of Americ Local Union 1445" (1971). *Arbitration Cases*. 35.

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BOARD OF ARBITRATION

Case No. USS-7686-H

February 5, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
WESTERN STEEL OPERATIONS  
Joliet Works

and

Grievance No. WJ-69-64

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1445

Subject: Crossing Seniority Units to Avoid Overtime;  
Right to Specific Work; Local Working Conditions

Statement of the Grievance: "We are protesting Managements  
action--in not scheduling us on Monday to repair  
or reset the reel pins on #2 reel, which has  
always been the work of the Millwright crews  
assigned to the rod mills.

"Facts: Grievants were scheduled  
'off' for Monday, while men from the central machine  
shop, crossed over seniority units, and performed  
work which has always, repeat always, been done by  
the millwrights in the #1 & 2 rod mill seniority  
unit.

"Remedy Requested: Payment of any money lost by grievants, and assurance that this type of work will continue to be assigned to the proper personnel."

Contract Provisions Involved: Sections 2-B, 3 and 13 of the Basic Labor Agreement of August 1, 1968.

Grievance Data:

	<u>Date</u>
Grievance Filed:	November 6, 1969
Step 2 Meeting:	November 18, 1969
Appealed to Step 3:	December 15, 1969
Step 3 Meeting:	December 18, 1969
Appealed to Step 4:	January 8, 1970
Step 4 Meeting:	February 20, 1970
Appealed to Arbitration:	March 25, 1970
Case Heard:	August 3, 1970
Transcript Received:	None

Statement of the Award:

The grievance is denied.

Grievants, three millwrights in the No. 1 and No. 2 Rod Mills, assert that the Company improperly assigned millwrights from the Central Machine Shop -- a different seniority unit -- to perform work in those rod mills. 1

During the week ending Saturday, November 8, 1969, the rod mills were originally scheduled to operate only four days due to a shortage of billets. The mill operating crews were scheduled for twelve turns. The mill maintenance crews were scheduled for fifteen turns as follows: the 11-7 turn from Tuesday through Friday and also on the day turn on Saturday; and the 7-3 and 3-11 turns from Monday through Friday. However, toward the end of the preceding week billets became available and the operating crews were scheduled for three additional turns. The maintenance crews were also re-scheduled as follows: the 7-3 and 3-11 turns each were scheduled to work and did work six days, Monday through Saturday and the 11-7 turn was scheduled to work and did work five turns from 11-7 from Tuesday through Saturday. However, on the 7-3 turn on Monday, November 3, the Company also assigned three Central Maintenance Shop Millwrights to supplement the regular crew to straighten fingers on coiling reels at the exit end of the No. 1 and No. 2 Rod Mills. Grievants claim that as Rod Mill millwrights on the 11-7 turn, they should have been called in to work on the 7-3 turn on Monday. It was improper, they say, for Central Machine Shop millwrights to cross over seniority units to perform this work which, the grievance states, "has always, repeat always, been done by the millwrights in the #1 and 2 rod mill seniority unit." 2

Relying on Section 2-B of the Agreement, the Union asserts that there is a local working condition which prohibits the Company from assigning millwrights in the Central Shop to work on machinery in the rod mills except when there is an emergency or the rod mill maintenance crews are working overtime on an 18-turn schedule. The Company denies that there is any such local condition, practice or agreement. The Company states that it merely utilized available shop personnel to supplement the assigned 7-3 millwright crew on Monday and that this was within Management's prerogative under §3 of the Agreement. It claims that on numerous occasions shop millwrights have supplemented rod mill crews rather than calling out other mill maintenance crews to work extra turns at overtime. 3

### Findings

The Company relies on USC-1150 where the Board held (Marg. ¶6) that "the Company is entitled to assign men across seniority lines in order to avoid the payment of 4

overtime if the Union could not show a contrary local working condition." The Union pins its case on the existence of such a local working condition and it has the burden of proof. As the Board observed in Case N-146 (Marg. ¶28): "The circumstances under which shop customs arise, and the period of time which may pass before they take clear and specific form, may vary greatly from one situation to another. The background of such a practice, and illustrations of its use, where appropriate, should be presented to the Board by the party relying upon it. This is not to say that the entire evolution of the custom must be shown, but rather that the party relying on the practice must present sufficiently clear evidence to justify the Board in making a finding in the matter."

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To establish its case the Union relied mainly on millwright job descriptions for various locations in the plant (Un. Exs. 1-10). But the descriptions do not state that shop millwrights or rod mill millwrights have the exclusive right to perform work within the shop and rod mills, respectively. Nor do they state that shop millwrights may perform work in the rod mills only if all rod mill millwrights are working overtime on an 18-turn schedule or if there is an emergency. If anything, the job descriptions tend to negate the alleged practice. The primary functions of the millwright in the Central (Collins Street) Machine Shop (Un. Ex. 5) and in the Rod Mill (Un. Ex. 10) are the same: "to inspect, repair, replace install, adjust and maintain all mechanical equipment in a major producing unit or assigned area." Both descriptions contain the following identical working procedures: "Inspects mill equipment for defective or worn parts, misalignments, improper lubrication, etc. Determines the best way of making repairs to cause the least interruption to production. Advises when immediate shutdown of equipment is necessary \* \* \* . Dismantles, cleans, repairs, replaces, installs, maintains and assembles and lubricates mechanical equipment. \* \* \* Works with repair crews as directed on major breakdowns." Based on these descriptions it would seem that shop millwrights could be expected to perform in the mills the kind of work here involved.

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That is precisely what a turn superintendent said they have done on a number of occasions during the year prior to this grievance. He listed several dates when shop millwrights performed work in the rod mill during periods when the rod mill maintenance forces were working less than 18 turns. On November 23, 1968, the shop millwrights worked on the 7-3 turn with the regular Rod Mill millwrights to realign reel fingers. The mill millwrights on the 3-11 turn were scheduled for five turns that week and did not work on

Saturday, November 23. They were not called in and no grievance was filed. During the week beginning Sunday, August 3, 1969, the rod mill crews were scheduled for ten turns over five days. On Sunday, however, Shop millwrights were assigned to change pinions without the assistance of the regular crews who were not scheduled that day. On Sunday, September 28, 1969, the Shop millwrights worked together with one of the regular mill repair crews to realign reel fingers even though the latter crews were scheduled for only 15 turns that week. On Friday, October 24, 1969, broken pins on the drag conveyor were replaced by Shop millwrights who worked together with the mill repair crew on day turn even though the mill millwrights were working only five days that week. In rebuttal, a Union grievance committeeman in the Hot Mill department stated that it has been the practice in the No. 1 and 2 Rod Mills to have regular assigned incumbents do all of the available work. This general testimony, however, does not refute the specific data offered by the Company through its superintendent.

The Union also relies on the settlement of various plant grievances (JOL-479, Un. Ex. 11, 11a), JOL-571 (Un. Ex. 12), JOL-274 (Un. Ex. 13), JOL-386 (Un. Ex. 14), JOL-428 (Un. Ex. 15), an interpretation of an "Hours of Work" local agreement (Un. Ex. 16), a local agreement concerning the filling of vacancies due to absence (Un. Ex. 17) and several awards (USS-7353, A-1038, USS-6705, A-945 and A-876). We find, however, that none of them is relevant to the facts here and none supports the local condition here alleged.

Since the Union has failed to establish by clear evidence the existence of the local working condition upon which it relies, the grievance must be denied.

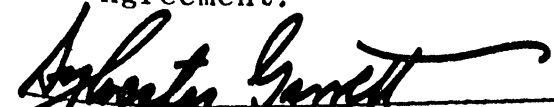
Award

The grievance is denied.

Findings and Award recommended by

  
 \_\_\_\_\_  
 Aaron S. Wolff, Arbitrator

This is a decision of the Board of Arbitration, recommended in accordance with Section 7-J of the Agreement.

  
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 Sylvester Garrett, Chairman