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United States Steel Corporation Clairton Works and United Steelworkers of America Local Union 1557

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BOARD OF ARBITRATION

Case USS-5249-H

December 30, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
Clairton Works

and

Grievance No. HC-65-6

UNITED STEELWORKERS OF AMERICA
Local Union No. 1557

SUBJECT: Determination of Appropriate Seniority Unit.

Statement of the Grievance: "The Union protests the assignment of the new stake body truck to Electrical Dept. without an driver from Unit #33 (Garage) L & T Dept."

This grievance was filed in the Third Step of the grievance procedure January 25, 1965.

Contract Provisions Involved: Section 13-B of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case USS-5249-H

This grievance from the Yard and Transportation Department of Clairton Works asserts that a new job of Truck Driver (6557) in Seniority Unit No. 55 - Electric Shop Crew - should have been placed in Seniority Unit No. 33 - Garage.

Around October 1, 1964 a centralized electric motor storage pool was established at Clairton Works to service the electric motor needs of U. S. Steel plants in the Monongahela Valley area. Spare electric motors for Homestead, Duquesne, Edgar Thomson and Irvin Works, as well as other nearby facilities now are serviced and stored in the Clairton pool. Prompt pick-up and delivery of motors to the various plants involved is essential to success of the centralized electric motor storage pool arrangement. In order to assure flexibility and efficiency in achieving this goal, Management leased a new specially equipped truck for exclusive use of the Electric Shop. The new equipment is a six-ton, flat bed truck with a three-ton hydraulic hoist, a hydraulically powered tailgate, hydraulic out-riggers, and a two-way radio. Although steps to obtain the new truck were commenced before October 1, 1964, it was not actually put into service until January 26, 1965. Between October 1 and January 26, 1965, motor pick-ups and deliveries for the Electric Shop were made either by a Truck Driver from the Garage Seniority Unit (No. 33) or by trucks and drivers obtained from outside contractors.

When the new truck went into service, the Electric Shop installed a new job of Truck Driver (6557) in Class 8, to be filled on an as-needed basis by stepping up a Shop Electrician Helper (Class 5). It was concluded, moreover, that the new Truck Driver job should be in Seniority Unit No. 55 - Electric Shop, for reasons of convenience and efficiency.

The Union believes that this decision was contrary to an oral understanding reached between Clairton Management and the Grievance Committee when several grievances were settled on

January 22, 1962. Although the letter embodying this settlement does not so indicate, the present Chairman of the Grievance Committee testified that he understood Management had committed itself to the proposition that thereafter all new trucks and mobile cranes which were not replacements of existing similar equipment already operated in other units, would be assigned to either the Truck Driving Seniority Unit (No. 33) or the Crane Crews Unit (No. 35). The Union holds that the January 22, 1962 grievance settlement reflects the first application of this new principle, which was to be applied thereafter in dealing with all similar problems as to selection of an appropriate seniority unit for a new job, under Section 13-B.

Irrespective of the existence of the claimed oral agreement, the Union also believes that Management's present decision conflicts with established practice at Clairton recognizing that such truck driving belongs exclusively to employees in Seniority Unit No. 33. Grievants from Unit No. 33 believe that if the present assignment is permitted, then further assignments of this nature will be made so that eventually the Truck Drivers' job security in Unit No. 33 will become meaningless. The Union also urges that the Company Step Three answer is so worded as to imply an intention to use the new truck for purposes other than furtherance of Electric Shop work. Finally, the Union notes an instance in 1963 when the parties agreed that sporadic operation of a tractor assigned to the Benzene Department thereafter would be the responsibility of Seniority Unit No. 33 employees. This tractor long had been maintained in the Benzene Department on a standby basis for occasional use on from 5 to 8 consecutive turns, with only a few such occasions throughout an entire year. On such occasions, it had been operated by Benzene Department employees up to the 1963 special agreement.

The Company denies any oral understanding in connection with the grievance settlement of January 22, 1962. It stresses that nothing in the language of the settlement suggests existence of such an oral agreement. If an agreement actually had been made on a matter of this importance, it seems incredible to the Company that it would not have been put in writing. 6

The Company also stresses that the new truck was obtained specifically for Electric Shop use in hauling motors serviced and stored in the centralized electric motor storage pool. The Company deems it essential to have a truck and driver available at all times to provide prompt service to the Pittsburgh District plants. Between October 1, 1964 and January 26, 1965, there were many occasions when no employee from the truck driving unit was available, and it was necessary to hire an outside contractor to make required deliveries. Thus the Company feels that the present arrangement really is a substitute for use of outside contractors, and cannot be regarded as substituting a Truck Driver in the Electric Shop Unit for a Truck Driver in Unit No. 33. The Company also asserts that the man who drives the truck should have some familiarity with the various types and sizes of motors, as well as the storage locations, so that the right motors will be picked up without having a Foreman or other Electric Shop employee present. 7

Finally, the Company presents a table showing that over the entire period since January 26, 1965, the amount of time spent by the Electric Shop employees driving the new truck ran considerably less than 40 hours per week and could occur on any one of the 21 turns in each week. 8

FINDINGS

The evidence does not suffice to show any oral agreement such as the Union claims arose in January of 1962. There is no suggestion of such an agreement in the written grievance settlement cited by the Union, and it is unlikely that a matter of such importance would have been left unrecorded had there actually been a clear understanding to this effect. The present grievance thus will be settled on the basis of all of the available evidence as to what is the most appropriate unit for the new job under Marginal Paragraph 211-a of Section 13-B of the April 6, 1962 Agreement as amended June 29, 1963. 9

The newly leased truck is used only for Electric Shop functions and is kept on a standby basis for this specific purpose. The driving involved represents a new function at Clairton, in addition to the truck driving normally performed by employees in Unit #33 and thus does not serve to erode or undermine job security of employees in that unit. The new truck is used only sporadically--on none of the three shifts per day is there enough work for a full-time Truck Driver. In all of September of 1965 the new truck was driven a total of 130.8 hours, or less than 1-1/2 hours per turn, when averaged over the entire month. This last fact seems particularly significant in view of Paragraphs 5 and 6 of the January 22, 1962 grievance settlement which the Union itself so greatly stresses in this case. That settlement reads as follows: 10

"January 22, 1962

"Mr. C. R. Cameron, Chairman
Grievance Committee - Local #1557
United Steelworkers of America
332 State Street
Clairton, Pennsylvania

"Dear Mr. Cameron:

"We have discussed with you on a number of occasions Clairton Works Grievances A-61-1 and A-61-28 which deal with the request that the Boiler Shop, Pipe Shop and Carpenter Shop Tractor Operators be placed in Seniority Unit #43 - Truck Crews, Labor and Transportation Department. Since the Carpenter Shop and Pipe Shop Tractors are no longer in use it was agreed that this issue is no longer involved.

"Therefore, it was mutually agreed that these grievances should be considered settled and withdrawn from the grievance procedure on the following basis:

- "1. The Tractor Operator Description and Classification presently in effect in the Boiler Shop (5943) will be amended through the Form G procedure to comprehend changes in assignment from the Maintenance Shops Department to the General Services - Yard Department.
- "2. The Tractor Operator job will be posted in Seniority Unit #43 - Truck Crews.
- "3. The successful applicant will man and perform the job as outlined in the description, as well as other duties considered to be within the scope of this job as directed by Maintenance/General Services - Yard Department management.

- "4. The successful applicant from the General Service - Yard Department will not be eligible for temporary promotions in the General Service - Yard Department except as assigned by Management.
- "5. Employees from Seniority Unit #43 will be scheduled to man this tractor, as required, on the 8 to 4:30 shift Monday through Friday.
- "6. Employees from the Maintenance Shop Department will operate this tractor except as stated in Item 5 above.

"On the foregoing basis Grievances A-61-1 and A-61-28 are considered settled and we are so noting our records.

"If the above is contrary to your recollection of our transactions, will you please advise us immediately.

Very truly yours,

(Signed) H. A. Long

H. A. Long, Superintendent
Industrial Relations

ATP/ms"

Seniority Unit #33, here involved, was designated as Unit #43 at the time of the above settlement. While a full-time Tractor Operator position was assigned to Unit #43 for day turn 5 days per week, it was agreed that the tractor would be operated by Maintenance Shop employees on the other turns.

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Under these circumstances, the Board cannot hold that Management erred in concluding that the Electric Shop Seniority Unit was more appropriate for inclusion of this work than Unit #33. This determination is based upon the evidence now before the Board. If relevant circumstances hereafter are materially changed, the parties locally may review the situation in light of such changed conditions.


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AWARD

The grievance is denied.

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BOARD OF ARBITRATION


Sylvester Garrett, Chairman