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BOARD OF ARBITRATION

Case No. USS-4874-S

June 28, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. A-64-23

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Elimination of Matron -
Sanitary Conditions.

Statement of the Grievance: "No matron scheduled in Unit
20.

"Facts: For week ending
January 4, 1964, no matron was scheduled in
Unit 20. This is contrary to past practice
and Section 14.

"Remedy Requested: Management
schedule a matron in Unit 20. Adjustment be
retroactive."

This grievance was filed
in the First Step of the grievance procedure
January 28, 1964.

2.

USS-4874-S

Contract Provisions Involved: Sections 2-B-3 and 14 of the
April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. USS-4874-S

This grievance by female Assorters from the Assorting Department of Irvin Works claims that Management's ceasing to schedule a Matron in the women's Welfare Building violates Sections 2-B-3 and 14 of the April 6, 1962 Agreement, as amended June 29, 1963.

The Matron job apparently was established when Irvin Works began operations in 1938, and it has been filled consistently since that time on day turn only, Monday through Friday, until January of 1964.

The Welfare Building is maintained for use of female employees, mostly women Assorters, during relief and lunch periods, when indisposed, and for changing clothes. It has toilet, shower, locker, kitchen, dining room, and lounge facilities.

In the week ending January 4, 1964, for reasons which will be explained later, Management ceased scheduling a Matron. It then made arrangements with the Sanitation Department to have a Janitress handle the cleaning duties formerly performed by the Matron. The Janitress now spends about two hours on first turn three days per week and four hours on the two other days cleaning the Welfare Building.

The Union contends that since elimination of the Matron, conditions in the Welfare Building have become unsanitary in that floors are dirty, the shower room is too filthy to use, toilets are not cleaned properly, the sink is piled with dirty dishes, grievants' clothes are being soiled by dust on lockers, and supplies of soap, toilet tissue, and hand towels are not maintained.

The argument is that traditional day-turn scheduling of the Matron had established a local working condition regarding sanitary conditions in the Welfare Building under Sections 2-B-3 and 14, and that elimination of the Matron resulted in the Welfare Building's becoming unsanitary, which amounted to elimination of the local working condition without proper justification.

At the hearing, the Union noted also that the Matron not only had maintained the Welfare facilities in a state of cleanliness, but also had ministered to the comfort and convenience of the women employees who used it. It pointed to the Matron's job description, which shows that in addition to cleaning the building, the Matron heated coffee and light lunches for the women, furnished blankets when they had to lie down, referred cases meriting medical attention to the hospital, and otherwise made them comfortable when in the building. Those benefits of the local working condition clearly have been eliminated in the Union's view since no one performs such services for grievants since elimination of the Matron. 7

Management emphasizes the distinction that while the Matron always was scheduled on week-day day turns, she never was scheduled on week-day off turns or on any turns on the week end. 8

Up to late 1960, the number of female Assorters working on week-day day turns and therefore using the Welfare facilities was substantially greater than on week-day off turns and all week-end turns. That is, except for some turn-to-turn variations or other short periods when fewer women were scheduled, the day-turn force of women Assorters who would use the Welfare facilities over the years up to 1960 ran up to 250, whereas the number of female Assorters on back turns and week-end turns was about 15 to 20. Just prior to October of 1960, when the Hot Dip operation, which employed substantial numbers of women Assorters was shut down, female Assorters on day turn numbered between 150 and 160. 9

When the Hot Dip operation was shut down, the number of female Assorters on day turn declined to a range of 25 to 50, with 9 to 12 women Assorters on each of the two back turns. In January of 1961, use of female Assorters working day turn only was eliminated, and the number of women Assorters using the Welfare facilities on day turn dropped further to a level of 9 to 12, approximately equal to the number of female Assorters on back turns, when no Matron ever had been scheduled. 10

The Company says that in January of 1961, when the number of female Assorters on day turn declined to a level comparable to the number of female Assorters on off-turns, it then reviewed the question of continuing to assign a Matron. It asserts that there was an employee who previously had been a Gangleader and who then had only two years until retirement at age 65 and whose physical condition would have made it difficult for her to act as a Machine Assorter. It was decided not to discontinue the Matron job then but to assign that employee to fill it until her retirement. Another factor in that decision was said to be that, although the Hot Dip operation had been shut down, it had not been abandoned officially and Management thus was not certain that it would not operate again. The employee who had been assigned as Matron in 1961, retired as of December 30, 1963, and assignment to the Matron job was terminated then. The Hot Dip operation officially was declared abandoned in February of 1964.

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In light of the traditional scheduling pattern whereby the Matron always worked five day turns per week, when use of the Welfare facilities was greatest, and never worked week-day off turns or any week-end turns, when substantially fewer women used the facilities, Management urges that the basis of the local working condition regarding presence of the Matron was related solely to the necessity to keep those facilities clean. This is said to be shown by the fact that the Matron was scheduled only when the Welfare Building was used by several hundred women on day turn and naturally would become cluttered and would require cleaning, and never was scheduled when those facilities were used by only 25 or 50 women and thus would not become so dirty and would require less cleaning. The conclusion is that the Matron's presence was based only on necessity to clean the building during turns of substantial use and that the basis of the local working condition was in no way related to comfort or convenience of female Assorters.

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At the hearing the main dispute was whether minimum sanitary standards were being maintained in the Welfare Building. Union witnesses were firm in their conviction that it has been in a filthy condition since the Matron no longer is scheduled.

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Company witnesses agreed that there had been an initial 14
mix-up as to the Sanitation Department's responsibility for
cleaning the Welfare Building which lasted for several months in
early 1964 and that, as a result, the building was not cleaned
properly during that period. They insisted, however, that since
that confusion was cleared up the building has been kept very
clean and probably in better condition than when the Matron was
on duty. Management agrees that the Matron was in the Welfare
Building 40 hours per week in the past, but is certain that her
cleaning duties did not occupy the full eight hours per day.

FINDINGS

Clarification is required initially as to the exact 15
basis and scope of the local working condition which reasonably
may be asserted on the ground of past scheduling of a Matron on
day turn only. If the Matron had been scheduled on all turns,
it then could be said with reason that the basis of the local
working condition was to provide cleanliness of the physical
facilities and to minister to the comfort and convenience of
the women who used them. Since the Matron was scheduled only
on day turns, however, when use of the facilities and corres-
ponding need for cleaning them were high, and was not sched-
uled on other turns, when substantially fewer women used them
and therefore there was less need for immediate cleaning, it
cannot be concluded that comfort played any appreciable part
in scheduling of the Matron. Surely if comfort had been a
significant factor in necessity to schedule a Matron in the
past, she would have worked all turns since there was as great
a need for comfort of female Assorters on back turns and all
week-end turns as there was on week-day day turns. Consequently,
the basis for the local working condition was necessity to keep
physical facilities clean and not to minister to comfort of the
employees.

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It seems probable that less time is spent on cleaning the Welfare facilities now than when the Matron was scheduled, even if there be something in the Company's assertion that the Matron really was not fully occupied for all of her eight hours per day, for now the Janitress spends about 14 hours per week on that activity. Thus, were the facilities still used by several hundred women per day or on day turn, as in the past, the conclusion might be inescapable that minimum sanitary conditions were not being maintained. But that would be deciding some other case, for the fact is that the number of women using the facilities per day turn and per day has decreased substantially from what it had been in the past. In fact, so far as can be determined from this record, the decrease in number of users per day appears to have been proportionately greater than the decrease in time per day devoted to cleaning the facilities.

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Thus, since the basis of the local working condition regarding scheduling of the Matron was necessity to keep the facilities clean, which clearly was affected directly by the number of women who would use them per day or per day turn, and since that number has been substantially reduced, there has been an obvious 2-B-4 change of basis of the local working condition, thus justifying elimination of the Matron.

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The Union notes that there were times in the past when the number of female Assorters was down considerably and when the Matron nevertheless was scheduled. These were periods of short duration, however, and cannot be compared realistically to the substantial and long term drop in the force of women Assorters which began in 1960 and has continued to date. Nor is it fatal to Management's 2-B-4 argument that it did not eliminate the Matron immediately in January of 1961 when the number of women Assorters on day turn declined to a level comparable to that always assigned on off turns but continued to assign a long service employee as Matron. Nothing in evidence here casts any significant doubt on the explanation that that was known to be a special arrangement to fill out her time to retirement. Indeed, a major part of one of the present grievant's disappointment is that a similar accommodation was not made for her.

The critical question, therefore, is whether sanitary standards of Section 14 have been maintained in the Welfare Building since elimination of the day-turn Matron. A related matter is whether necessary supplies have been maintained. 19

Dealing first with the question of supplies, which was of particular concern to grievants, replacement of burned-out light bulbs is handled by Tin Division Maintenance, and there would be no automatic violation of 2-B or 14 in Management's suggesting, if the Janitress should fail to notice burned-out bulbs, that grievants report that fact to Supervision. This would not in itself make grievants act as Matrons, as they appear to believe. 20

Grievants, of course, are entitled, entirely aside from 2-B arguments, to an adequate and constant supply of soap, toilet tissue, and hand towels, and this should be maintained by the Janitress. If it were not, however, it would not follow automatically that the Matron would have to be reinstated. Closer supervision of the Sanitation Department Janitress, who formerly was an Assorter, should be sufficient. Again it should be said that if supply of those commodities should fail occasionally, it would not seem unreasonable that grievants would bring this to Supervision's attention. Moreover, if powdered soap has been missing for years, as was alleged, that could not be attributed to absence of a Matron because the Matron was scheduled up to the beginning of 1964. 21

Turning to the basic question of cleanliness or lack of it in the Welfare Building, it is clear that for an initial period of about two months after the changeover and because of confused lines of responsibility within Management ranks, the Welfare facilities were not maintained properly. Grievants agree, however, that this was subsequently corrected at least for a time, and that temporary situation, standing alone, would not justify sustaining this grievance, and the Union does not so argue. It may be, however, that grievants' justifiable sense of dissatisfaction with circumstances during that first two-month period has carried over to later times even though conditions have been improved in the meantime. 22

Since the initial confusion was cleared up and the Sanitation Department was made aware that cleanliness of the Welfare Building was its responsibility, a Janitress spends two hours cleaning it on first turn three days per week and four hours on each of two other days, for a total of 14 hours per week.

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The three days on which two hours are devoted to the Welfare Building are spent in cleaning and sanitizing commodes, cleaning wash basins, mopping the lavatory floor, dusting table tops, lounge furniture, and kitchen area, dust mopping the lounge, kitchen, and dining room floor, sweeping the locker room floor, and maintaining supplies of powdered soap, toilet tissue, and towels.

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On the two days per week when four hours each day are spent in the Welfare Building (these may be any two days of the week), in addition to the housekeeping work done on the other three days, the shower room is hosed down once each week, the locker room floor is mopped, the waxing and buffing machine is used as needed, locker tops are dusted, and the refrigerator is defrosted. It is worth noting that waxing and buffing of floors had not been done by the Matron since 1960 and thus complaints of insufficient waxing and buffing cannot be related to elimination of the Matron at the beginning of 1964.

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The Union charges, however, that after the initial clean-up, about four months went by before the floors were washed, waxed, and buffed again, and the locker room scrubbed down, in response to complaints by grievants. The next thorough cleaning was said to have been just prior to the hearing of this case. Thus, the charge is that since elimination of the Matron, Supervision cleans up only for "company" and because of repeated complaints.

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Any possible doubts on that score were largely dispelled, however, by the Arbitrator's inspection of the facilities, made at the parties' suggestions without forewarning to them. This inspection made shortly before noon of a mid-week day turn, showed the Welfare facilities generally in a very

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clean and orderly condition. Cement floors in the toilet, shower, and locker rooms were clean, as were composition floors in the dining, lounge, and kitchen areas, which had been waxed and buffed or polished in some manner. Commodes and sinks were clean, and there was full supply of towels, toilet tissue, and both kinds of soap in all dispensers.

This is not to say that everything was perfect. Some dust was seen on locker tops, towel dispensers, dishes stored in kitchen cabinets, and in kitchen drawers. Some dining room chairs were dusty and should be cleaned. Some light bulbs were burned out. On the whole, however, these communal Welfare facilities were quite clean, and inspection disclosed nothing which reasonably could support the assertion that they were too dirty to use or had fallen below minimum sanitary standards of Section 14. 28

Of course, complaints of defective equipment, including those relating to some inoperative burners on the electric range and ripped upholstery on a couch in the lounge, do not relate in any way to presence or absence of a Matron. 29

Thus, in light of all evidence, including observation of the facilities, it must be concluded that there was no violation of Sections 2-B or 14 in elimination of the Matron. 30

Accordingly, the grievance must be denied. 31

AWARD

The grievance is denied. 32

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

Clare B. McDermott
Clare B. McDermott
Assistant Chairman

Approved by the Board of Arbitration

Sylvester Garrett
Sylvester Garrett, Chairman