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# United States Steel Corporation Sheet and Tin Operations Fairfield Steel Works and United Steelworkers of America Local Union 1013

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BOARD OF ARBITRATION

Case No. USS-4948-S

June 30, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Fairfield Steel Works

and

Grievance No. 153-2683

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1013

Subject: Claim of Local Working Condition as to Crew Size

Statement of the Grievance: "Installation of the occupation Structural Mill Asst. Heater (Job Class 14) when six (6) reheating furnaces are used in the Structural Mill."

This grievance was filed in the First Step of the grievance procedure February 23, 1964.

Contract Provision Involved: Section 2-B-3 of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is sustained in light of the Opinion.

BACKGROUND

Case USS-4948-S

This grievance from the Fairfield Works Structural Mill asserts that Management violated Sections 2-B, 9, and 13 of the Basic Agreement when it failed to assign an Assistant Structural Mill Heater, Job Class 14, when operating six reheating furnaces on certain days in early 1964.

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The facts can be rather briefly stated. Up until March 21, 1960, the Structural Mill used Nos. 1, 2, 3, and 4 In-and-Out Furnaces and No. 9 Continuous Furnace; on March 21, 1960, No. 10 In-and-Out Furnace was placed in service and Management first began scheduling an Assistant Structural Mill Heater; in December 1960, the No. 9 Furnace was shut down and has stayed down since; on July 22, 1962, Management felt justified in eliminating the Assistant Structural Mill Heater job as a result of the prior shutdown of No. 9 Furnace and the installation of new controls; Case T-977 resulted and Management's action in eliminating the Assistant Structural Mill Heater job was sustained by the Board.

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The Board's rationale in Case T-977 appears as follows: -

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"No. 9 Furnace is still physically located in the 24" Structural Mill; it was last operated in December of 1960. Sometime between December of 1960 and July of 1962, Mill Supervision came to the conclusion that a return to a six-furnace level of operations would be unlikely and that a reduction of the crew to the formerly established size for five furnace operations should be made on a permanent basis. Action was taken, when the installation of automatic fuel-air reversal controls further reduced the work load of the crew."

On isolated dates in early 1964, Management borrowed the use of No. 5 In-and-Out Furnace from the Plate Mill and thereby resumed operations at a six-reheating furnace level - In-and-Out Furnaces 1, 2, 3, 4, 5, and 10. When the Board found an Assistant Structural Mill Heater superfluous for operation of Nos. 1, 2, 3, 4, and 10 reheating furnaces, contends the Union, it must logically

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follow that the addition of another In-and-Out Furnace - whether it be No. 5 or No. 9 - demands reinstatement of the crew, including the Assistant Structural Mill Heater, recognized as appropriate for a six-furnace level.

The Company contends that the Board has never found, in T-977 or elsewhere, that an enforceable local working condition with respect to crew size obligates the Company to assign an Assistant Structural Mill Heater when six furnaces are operating. Rather, it has been found that Management was justified in eliminating the Assistant Structural Mill Heater job with the "Shutdown of No. 9 Furnace and subsequent modifications of the equipment." Thus it is incumbent on the Union to prove that a Section 2-B-3 local working condition existed between March 21, 1960 and July 21, 1962. Even if this could be affirmatively demonstrated, "An enforceable local working condition, by nature and definition (see N-146), must be based on a specific set of underlying conditions, and, once found to have been properly eliminated, cannot be reinstated by the Board on some subsequently existing set of conditions." (Company Brief, page 4) This is said to have been recognized by the Board in Case T-438, where it was stated that, "The contention that 2-B-3 requires reinstatement of a local working condition which existed on April 22, 1947, because the basic conditions underlying the original working condition have been restored, is novel." Further, "...when a Section 2-B-4 change occurred in underlying conditions, the Board would not undertake to review the changed local working condition to determine whether it was in precise relationship to the change in basic conditions."

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#### FINDINGS

In Case T-977 the Board was addressing itself to the question of whether the Assistant Structural Mill Heater job had been properly eliminated when In-and-out Furnaces Nos. 1, 2, 3, 4, and 10 were operating. In finding that it had, the language employed was implicit with the understanding that the Assistant Structural Mill Heater had been an integral member of the crew at six-furnace level. An apparent change is

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that the borrowed No. 5 In-and-Out Furnace was the sixth furnace instead of the now semi-abandoned No. 9. The No. 5 Furnace is of the In-and-Out type and No. 9 is described as a Rust furnace, and it is not apparent wherein the variation in type would alter the services and attention of an Assistant Structural Mill Heater, if present. The sum of the record dictates the conclusion that the six reheating furnaces in use on several days in early 1964 required the presence of an Assistant Structural Mill Heater as a member of the crew to the extent that such services were required prior to the elimination of the job on January 22, 1962.

It is true, of course, that the Board's decision in T-977 was predicated in part upon the reduction to a five-furnace operating level and, in part, on the installation of automatic fuel-air reversal controls, but the Company did not persuasively pursue a Section 2-B-4 argument at the hearing of the instant case and, seemingly, scotched that argument in T-977 in view of the statement under Background in that case that:

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"The Company abandoned at the hearing its prior contention that the installation of controls on No. 10 Furnace in July of 1962, by itself, could be the basis of a Section 2-B-4 change; but stressed the cumulative effect of this equipment change in addition to the reduction of furnaces to their former complement."

Restricting its reasoning exclusively to the record of the instant case, it appears less than persuasive to say that a Section 2-B-3 protected crew size is stone dead for all time following a temporary change in its bases and may never again apply even though the conditions which originally gave rise to the working condition have been very substantially renewed--i.e., return to six-furnace level of operations. Many specific crew size understandings and practices are based directly on the number of pieces of equipment - as furnaces - for which various size crews will be required.

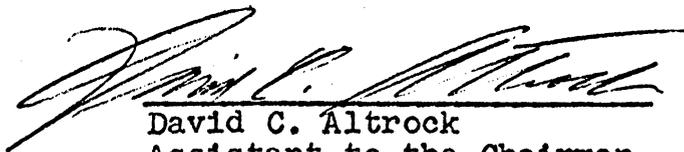
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The parties have access to records which will establish the days on which six reheating furnaces were operated in the Structural Mill without the presence of an Assistant Structural Mill Heater. They are directed to consult them and determine the dollar amounts which the Company will pay to proper recipients.

AWARD

The grievance is sustained in light of the Opinion.

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

  
David C. Altroek  
Assistant to the Chairman

Approved by the Board of Arbitration

  
Sylvester Garrett, Chairman