

6-28-1965

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BOARD OF ARBITRATION

Case USS-5041-S

June 28, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Fairfield Tin Mill

and

Grievance No. 155-2483

UNITED STEELWORKERS OF AMERICA
Local Union No. 2122

Subject: Local Working Condition - Crew Size - Termination of Job

Statement of the Grievance: "We, the following named employees,
protest Management changing the schedule and laying
off five employees."

This grievance was filed in the
First Step of the grievance procedure February 24, 1964.

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

Statement of the Award: The grievance is denied.

BACKGROUND

Case USS-5041-S

Employees in the Annealing Department of the Fairfield Tin Mill grieve termination of the jobs of Tractor Operator (Annealing) and Transfer Car Operator as a violation of Section 2-B of the April 6, 1962 Agreement, as amended June 29, 1963. 1

Prior to 1958, 41 box annealing furnaces occupied a whole bay in the Fairfield Tin Mill. Eleven furnaces had a processing capacity of 32 coils, and 30 furnaces could each anneal 12 coils. 2

In 1958, the continuous annealing line was put into operation and by 1960 the volume of coils processed on box anneal furnaces had dropped drastically. The monthly production record since 1955 is as follows: 3

Tonnage Per Month - Box Annealing

<u>Month</u>	<u>1955</u>	<u>1956</u>	<u>1957</u>	<u>1958</u>	<u>1959</u>	<u>1960</u>	<u>1961</u>
January	55,004	60,218	56,948	45,691	38,809	49,126	18,570
February	50,536	50,925	51,401	29,497	42,067	49,687	21,450
March	57,162	56,382	57,442	42,242	54,096	51,460	23,632
April	52,507	49,559	50,767	48,336	54,835	51,926	24,946
May	59,793		52,858	32,465	52,539	51,489	32,842
June	45,355		48,945	35,480	42,910	48,724	26,158
July	41,757		45,549	22,830		39,456	23,380
August	31,783	37,061	33,177	45,754		33,912	23,611
September	52,861	56,807	44,581	47,363		37,503	20,438
October	55,320	59,633	40,246	43,126		21,716	19,840
November	57,524	57,929	30,186	31,588	14,688	15,440	16,598
December	55,475	59,480	39,862	37,015	43,741	16,525	22,625

<u>Month</u>	<u>1962</u>	<u>1963</u>	<u>1964</u>	<u>1965</u>
January	19,920	14,894	9,958	18,885
February	20,738	13,315	8,015	22,163
March	32,085	18,854	12,138	21,558
April	27,980	20,626	15,300	
May	18,115	21,732	16,004	
June	19,510	19,380	16,014	
July	9,381	10,618	18,277	
August	22,414	9,464	18,636	
September	10,759	10,288	13,933	
October	15,360	8,669	14,493	
November	9,916	6,221	11,431	
December	11,849	5,809	11,121	

Today, ten 32-coil furnaces and one 12-coil furnace remain in the department; an average of seven furnaces continue to operate. This reduced volume enabled the Company to remove unused furnaces in the North End of the bay, adjacent to the cleaning lines and cold reduction mills. In the space which thus became available, the Company constructed No. 4 6-Stand Cold Reduction Mill which started operations in 1963.

Prior to 1963, coils were moved as follows:

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1. From the Cold Reduction Mills to a depressed track for shipment to the Sheet Mill. This job was performed by an employee classified as Tractor Operator (Miscellaneous) from the Cold Reduction Line of promotion.

2. From the cleaning lines to the box annealing furnaces. These coils were moved on two trains of small transfer cars, capable of carrying 24 coils each. They were pulled by a crawler-type Caterpillar tractor operated by the Box Annealing Operator on tracks which ran the full length of the box annealing bay.

3. From the box annealing furnaces to the coil cooling area adjacent to the south end of the box annealing bay. These coils were moved by an employee classified as Tractor Operator (Annealing) who operated two trucks with a load capacity of two coils each.

4. Miscellaneous moves of coils on the continuous annealing line were also made occasionally by the Tractor Operator (Annealing).

The Box Annealing crew consisted of a Box Annealer Operator, an Assistant Box Annealer Operator, and the Tractor Operator. The duties of the Box Annealer Operator were described as follows:

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"Primary Function

To direct Craneman and Loaders, Box Annealing in the correct charging of proper coils in all annealing furnaces.

Working Procedure

1. Checks to see if furnaces are packed and covered.
2. Checks temperature on bases cooling down to determine which ones can be properly uncovered and unloaded on his turn.
3. Checks coils to determine proper location in furnace charge, identifying coils accordingly. Direct Loaders - Box Annealing and Cranemen to place coils on furnace bottom.

4. Makes inspection of inner covers as required.
5. Directs Cranemen and Loaders - Box Annealing in changing furnaces.
6. Sets pyrometer board for new furnace charge.
7. Operates track tractor in transporting coils on cars from one end of the department to the other.
8. Inspects furnace for open burner valves and for proper adjustment of de-ox plugs.
9. Determines when coils have cooled to proper temperature for uncovering. Turns off de-ox gas and directs uncovering and unloading of furnace bases.
10. Keeps record of turn's operation."

(Underscoring added)

The duties of the Assistant Box Annealer Operator were described as follows:

"Primary Function

To make necessary adjustments to see that all bell type annealing furnaces are operating properly as to desired time and to keep hourly record of temperature readings of these furnaces.

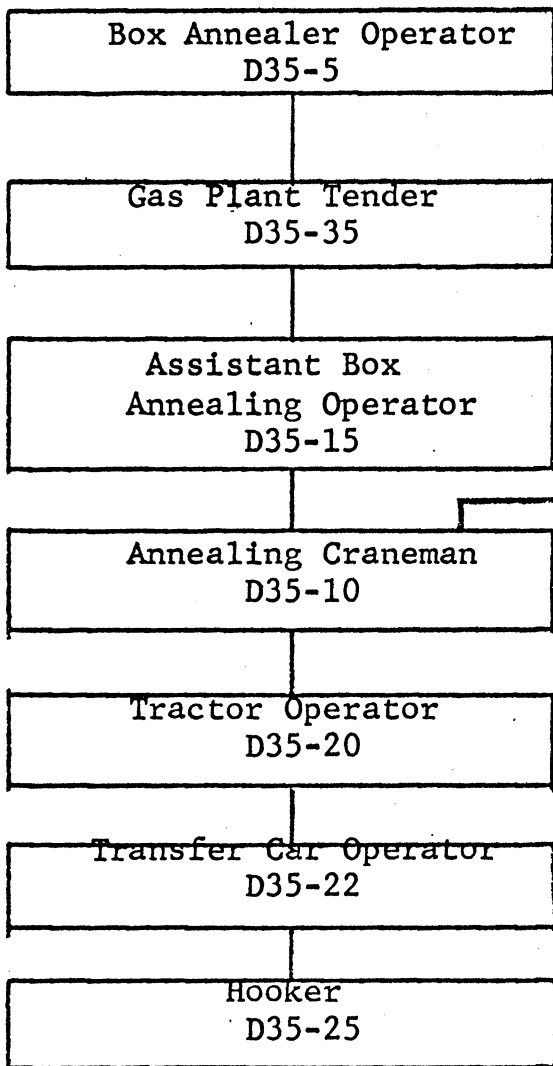
Working Procedure

1. Notifies Box Annealer Operator when furnace is properly purged and ready to change.
2. Takes and records thermocouple readings and adjusts pyrometer controls and furnace burners.
3. Checks all furnaces to determine if any have black tubes or other defects that would tend to keep furnace from operating properly.
4. Checks pyrometer board to see that automatic control is set at proper temperature, writes up pyrometer sheet and records readings and records in proper place.
5. Directs the stocking of coils in continuous annealing storage and the stocking of coils to the continuous annealing conveyor as scheduled or instructed."

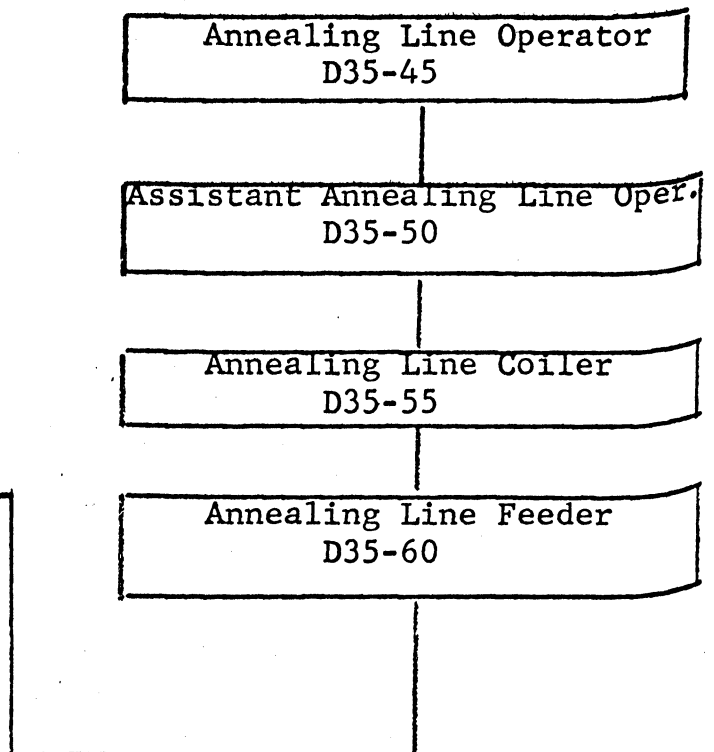
When the Company constructed the new No. 4 6-Stand Cold Reduction Mill in the North end of the box annealing bay, it also installed new trackage leading from No. 3 Cold Reduction Mill to the South end of the bay, and equipped it with six diesel electric transfer cars. Four of them have a capacity of 24 cold, or 20 hot coils; two carry 10 coils each. The small transfer cars were intended to transport cold reduced sheet mill coils to their shipping area; the large cars to move cleaned coils to the box annealing area. They were initially operated by employees classified as Transfer Car Operators. This job thus took over duties formerly performed by the Tractor Operator (Miscellaneous) in the Cold Reduction Line of promotion and the Box Annealer

Operator in the Annealing Line of promotion. It was slotted in the Annealing Line of promotion which at that time looked as follows:

BOX ANNEALING



CONTINUOUS ANNEALING LINE



In 1963 tonnage processed in box annealing furnaces dropped further. To effect economies, the Company extended a spur of the transfer car trackage from the area of the box annealing furnaces to the coil cooling area so that annealed coils could be moved to that area on the large transfer cars. This change made it possible to terminate the job of Tractor Operator (Annealing). Miscellaneous duties formerly performed by this job were assigned to various employees on the continuous annealing line, and, to some extent, to the Tractor Operator (Miscellaneous).

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At the same time, the Company terminated the job of Transfer Car Operator and assigned its duties in part to the Box Annealer Operator and in part to the Assistant Box Annealer Operator. In the grievance procedure it was stated that the Assistant Box Annealer Operator now moved sheet mill coils from cold reduction mills to the sheet mill shipping area, and cleaned coils to the box annealing furnaces; the Box Annealer Operator annealed coils to the coil cooling area. At the hearing it was testified that the Assistant Box Annealer Operator operates the two small transfer cars and moves sheet mill coils from the cold reduction mills to the sheet mill shipping area. This requires six moves per turn, each lasting about ten minutes. The Box Annealer Operator operates the four large transfer cars and moves coils from the cleaning lines to the furnaces. This requires two to three moves per turn, each lasting about ten minutes. He also moves coils from the furnaces to the coil cooling area. This requires two to four moves per turn, each lasting ten minutes.

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At the time of these new assignments, the Company reduced hourly temperature readings in the working procedure of the Assistant Box Annealer Operator to one reading every two hours.

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The Union alleged generally that the new assignment of duties takes the Operator and Assistant Operator too far away from the furnace area, and that they cannot properly perform their functions. Specifically, it claimed the existence of a Section 2-B crew which the Company could not reduce absent underlying changes in the duties performed by the Tractor Operator (Annealing) or the Transfer Car Operator.

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The Company questions whether under the facts of this case the "crew" ever had included the Transfer Car Operator, particularly under the principles spelled out by the Board in Case USC-846, -848, -850, -869. But even if a crew were found to exist sufficient changes in underlying conditions took place to justify the change in working condition under Section 2-B-4 of the Agreement. The Company pointed to the drop in production on the box annealing furnaces, the construction work and extension of trackage, and the change in duties of the Assistant Box Annealer Operator.

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FINDINGS

Although the grievance is based on a single change in operations by the Company, the facts call for separate analysis of the termination of the job of Tractor Operator and that of Transfer Car Operator.

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The record supports the claim of the Union that, prior to March of 1963, the crew servicing the box annealing furnaces consisted of the Box Annealer Operator, the Assistant Box Annealer, and the Tractor Operator (Annealing). When, in the early months of 1964, the Company extended the transfer car tracks from the box annealing furnace area to the coil cooling area, it became possible to utilize transfer cars, with a

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capacity of 20 coils each, for moving coils to the cooling area, thereby replacing two trucks with a capacity of two coils each. Using the transfer car was more efficient, and the change in operations was sufficiently great to justify a Section 2-B-4 crew reduction affecting the job of Tractor Operator (Annealing).

The termination of the job of Transfer Car Operator and the assignment of its duties to the Box Annealer Operator and Assistant Box Annealer Operator presents more complex problems. The Box Annealer Operator did operate two transfer cars for many years. This operation was described in Working Procedure 7 as "Operates track tractor in transporting coils from one end of the department to the other." This meant that he moved coils from the cleaning line to the furnaces. Now, this Operator moves coils from the cleaning lines to the furnaces, and from there to the coil cooling area with four transfer cars. The record indicates that the operation of the new transfer cars is easier than that of the old track tractors, and that the Operator spends as much time now on coil transportation as he did prior to Spring of 1963.

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The workload of the Assistant Box Annealer Operator was substantially reduced by eliminating the requirement of hourly furnace temperature readings. He now has to operate two transfer cars and to move Sheet Mill coils from cold reduction to the shipping area.

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These facts could properly provide the basis for a finding that the termination of the job of Transfer Car Operator was justified by Section 2-B-4 changes. The action of the Company however does not violate Section 2-B-3 of the Basic Agreement in this instance, since the Board is unable to find

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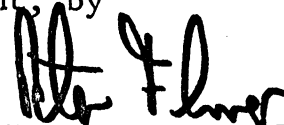
that the job of Transfer Car Operator had become part of the box annealing crew. It was in operation for less than one year before it was terminated by the Company, and during that year conditions in the box annealing bay were quite abnormal, due to the intensive construction connected with No. 4 6-Stand Cold Reduction Mill and the removal of box anneal furnaces in preparation to the extension of transfer car tracks. Also, the job of Transfer Car Operator was not added to the existing crew to perform additional duties: it performed temporarily some of the duties of the Box Annealing Operator, and some of the Tractor Operator (Miscellaneous), who never was a member of grievants' crew. Thus, in effect, the over-all duties of the Box Annealing crew have remained the same except that the somewhat increased movement of coils is no longer performed solely by the Box Annealer Operator, but also by the Assistant Box Annealer Operator whose workload has been substantially reduced. For these reasons, the termination of the job of Transfer Car Operator does not violate Section 2-B-3 of the Basic Agreement.

AWARD

The grievance is denied.

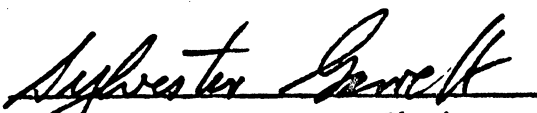
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Findings and Award Recommended
pursuant to Section 7-J of the
Agreement, by



Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman