

7-20-1965

United States Steel Corporation Sheet and Tin Operations Fairfield Tin Mill and United Steelworkers of America Local Union 2122

Sylvester Garrett

Follow this and additional works at: http://knowledge.library.iup.edu/garrett_series

Recommended Citation

Garrett, Sylvester, "United States Steel Corporation Sheet and Tin Operations Fairfield Tin Mill and United Steelworkers of America Local Union 2122" (1965). *Arbitration Cases*. 309.
http://knowledge.library.iup.edu/garrett_series/309

This Article is brought to you for free and open access by the Sylvester Garrett Labor Arbitration Collection at Knowledge Repository @ IUP. It has been accepted for inclusion in Arbitration Cases by an authorized administrator of Knowledge Repository @ IUP. For more information, please contact cclouser@iup.edu, sara.parme@iup.edu.

BOARD OF ARBITRATION

Case No. USS-5050-S

July 20, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Fairfield Tin Mill

and

Grievance No. 155-2393

UNITED STEELWORKERS OF AMERICA
Local Union No. 2122

Subject: Local Working Condition - Crew Size

Statement of the Grievance: "We, the undersigned employees of Tin Finishing Maintenance charge Management with violation of Sec. 1, Sec. 2-B, Sec. 10 & Sec. 13 of the Basic Agreement. We contend that they are completely ignoring all past practices as they pertain to hours of work and crew size and scheduling."

This grievance was filed in the Second Step of the grievance procedure November 20, 1963.

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

Statement of the Award: The grievance is sustained; the case is returned to the parties for further consideration in light of this Opinion.

BACKGROUND

Case USS-5050-S

Millwrights and Motor Inspectors in the Tin Finishing Department of the Fairfield Tin Mill protest reduction of Millwright and Motor Inspector Crews in November of 1963, as a violation of Section 2-B-3 of the April 6, 1962 Agreement, as amended June 29, 1963.

The Tin Finishing Assigned Maintenance Crews, composed of Millwrights and Motor Inspectors, have the primary function of maintaining three electrolytic tinning lines, one recoiler, several wrapping lines, plus miscellaneous equipment in the Warehouse and Box House.

The Union claims that since at least 1955 five Millwrights and five Motor Inspectors were assigned when all three electrolytic lines were operated on a given turn; four Motor Inspectors and four Millwrights when No. 1 and No. 4 Line were operating; and three Millwrights and three Motor Inspectors when No. 3 Line was operating together with either No. 1 or No. 4 Line; (No. 3 Line does not normally operate by itself;) and two Millwrights and two Motor Inspectors when either No. 1 or No. 4 Line is operating alone on a given turn. In November of 1963, the "five and five" and "four and four" crews were cut by one Millwright and one Motor Inspector. The Company did not justify this crew reduction on account of changes in maintenance requirements or for other reasons under Section 2-B-4 of the Basic Agreement.

The Union argues that the prior assignment of these crews is a local working condition under Section 2-B-3 of the Basic Agreement. The Union points to Cases T-846 and T-849 etc., as sustaining its position that protected crew sizes can be found among assigned maintenance personnel.

Despite the Board's Awards in these two key decisions, the Company argued again that, in order to prevail here, the Union must establish a relationship between the alleged practice

and some given set of underlying circumstances in order to make the practice an enforceable local working condition under Section 2-B. This, the Company, submitted, is required by the Board's Awards in N-146 and USC-846 etc. In addition, the Company relied on Case T-314 in which the Board found that the evidence introduced by the Union failed to show any established local working condition governing the size of assigned maintenance crews in the Cold Reduction Department. The Company claimed that the maintenance work performed in the Tin Finishing Department, and the practices concerning assignment of maintenance men there, cannot be distinguished from those found in the Cold Reduction Department, and that, therefore, the Board's Award in T-314 is conclusive. In support of this position, the Company attached the following table to the Fourth Step minutes:

<u>Number of Ferrostan Line Turns</u>	<u>Millwrights Scheduled</u>		<u>Motor Inspectors Scheduled</u>	
	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
60	16	20	17	19
55	16	20	16	17
50	17	22	16	19
45	15	22	15	20
40	9	23	8	20
35	15	26	13	20
30	14	22	12	21
25	14	19	14	20
20	14	19	13	17

It is apparent that this schedule resembles closely the table included in the Board's Opinion in Case T-314. In addition, the Company showed the following relationship of M. and E. hours to direct operating hours:

RELATIONSHIP OF USAGE OF M&E HOURS
PER DIRECT OPERATING HOUR

<u>Year</u>	<u>Pay Period Ending</u>	<u>Direct Hours</u>	<u>Assigned M&E Hours</u>	<u>Ratio of M&E to Direct Hours</u>	
1958	11/29	3,288	2,682	.82	High
	7/12	5,008	2,804	.55	Low
1959	11/14	32	1,917	59.91	High*
	11/28	4,017	3,633	.90	High
	4/4	6,707	3,667	.55	Low
1960	11/26	2,155	2,110	.98	High
	3/19	7,196	4,172	.58	Low
1961	12/23	2,937	3,612	1.23	High
	7/22	5,402	3,694	.68	Low
1962	7/21	696	1,103	1.58	High
	1/6	3,321	2,025	.61	Low
1963	11/9	2,156	2,259	1.05	High
	4/27	3,520	5,712	.62	Low

*Not representative

At the hearing the Union presented witnesses in the classifications of Millwright Group Leader and Motor Inspector Group Leader who testified without qualification that crews of Millwrights and Motor Inspectors had been scheduled consistently for the varying levels of operations since 1955, and

that this practice had been changed in November of 1963. These witnesses also explained that, in addition to the regular "five and five" and "four and four" crews, the Company scheduled a varying number of Motor Inspectors and Millwrights as special needs arose, particularly on day turns or repair turns when more than "operational" maintenance is required on the Ferrostan Lines; also, units which were added recently to the scope of maintenance work of the Tin Finishing Department have to be serviced.

The Company did not present any operating witness to deny the direct testimony of the Union witnesses. Instead, it presented numerous work schedules of Motor Inspectors and Millwrights in the Tin Finishing Department, and a correlation of Motor Inspectors' and Millwrights' turns scheduled to line operating turns. Thus, for example, for the week ending August 19, 1961, the following appears:

FERROSTAN MAINTENANCE - TIN MILL

Week Ending 8-19-61

	S			M			T		W			T			F			S			
	A	B	C	A	B	C	A	B	A	B	C	A	B	C	A	B	C	A	B	C	
Lines Operating	-	-	-	-	3	2	2	3	2	2	3	2	2	3	2	2	3	2	2	-	-
Millwrights scheduled	-	4	-	4	7	5	4	6	4	4	6	5	4	7	5	5	7	4	4	8	5
Motor Inspectors scheduled	-	2	-	4	5	5	4	4	5	4	5	5	5	5	5	4	4	5	5	5	5
Total Ferrostan Line Turns for Week																			35		
Total Millwright Man Turns for Week																			98		
Total Motor Inspector Man Turns for Week																			86		

Being confronted with a few exhibits showing less than "five and five" or "four and four" crews on some turns, the Union witnesses examined the sheets and pointed out that the alleged deviations could, in all instances, be explained either by the occurrence of holidays in a given week; by unusual operating conditions encountered in the department; by unexpected absences, or by vacation replacements not shown on the schedules. The Union witnesses pointed out that schedules do not necessarily show the actual assignment of men on a given turn. Union counsel reflected on the absence at the hearing of Supervisor Walters who has scheduled maintenance men for many years, who is still an employee of the Corporation, and who could have explained crew practices in the department, if they had been, in fact, different from those claimed by the Union to exist prior to November of 1963.

8

Thus, the record permits no other conclusion, but that minimum rotating crews of "five and five" and "four and four" were reduced to "four and four" and "three and three" in November of 1963. This was recognized by counsel for the Company who, in concluding argument, narrowed the issue presented in this case to the precise question whether under Section 2-B-3 of the Basic Agreement, and past decisions of the Board, a minimum assigned maintenance crew size can become a protected local working condition.

9

FINDINGS

It is clear that Section 2-B-3 may apply to protect a crew size for assigned maintenance men if the evidence clearly establishes the claimed crew complement and shows the basis on which it rests. The basis for this view appears in the decisions in Cases T-846 and T-849 etc., and need not be restated here. To dispose of the present issues, however,

10

some analysis of the decision in Case T-314 seems required.

The direct testimony of the Union witnesses is not undermined by the facts appearing in the documents submitted by the Company. Since 1955 the Company has scheduled crews of Motor Inspectors and Millwrights, consisting at least of five Millwrights and five Motor Inspectors or "four and four," at given operational levels. In November of 1963, these minimum crew sizes were cut by one man each. Up to that time the record reflects a Management recognition that assigned maintenance in the Tin Finishing Department required at least the assignment of these specific crews. There has been no claim that minimum maintenance requirements had changed in 1963 when these crews were reduced, nor is it claimed that the maintenance work has been redistributed so that it may be performed on other than operating turns. The principles which underlie crew size decisions involving fixed crews, also require recognition under the facts present in this case that Section 2-B-3 protection can extend to minimum crew sizes even though in some turns that minimum has been exceeded on many occasions.

Case T-314 was decided May 27, 1955, before the basic problems considered in Cases USC-846 etc. had been presented for careful analysis. The earlier decision in Case T-314 clearly must be read in the light of the later key decision in Cases T-846 and T-849 etc. Case T-314, incidentally, involved only one of several grievances arising in the department after an incentive application for assigned maintenance employees was installed in 1952. Careful review of the record in that case reveals that the Union testimony there established only a general pattern of scheduling of assigned maintenance employees. This general pattern was

admitted by Superintendent Henry. The latter, however, categorically denied that any given number of assigned maintenance employees ever was scheduled in relation to any given number of operating units. As a result, the substance of the Board's decision appears in the following language:

"The evidence fails to show any established local working condition governing the size of the assigned maintenance group in the Cold Reduction Department."

In this case, on the other hand, the record clearly establishes that from at least 1955, if not sooner, until 1963 rotating crews of specific minimum numbers were scheduled in direct relationship to the number of electrolytic tinning lines operating. Under the principles elaborated in Cases T-846 and T-849 etc., the evidence requires a finding that minimum crew sizes existed prior to November of 1963 and were protected by Section 2-B-3.

The Board received no guidance at the hearing with respect to a remedy should the grievance be sustained. Therefore, the case is returned to the parties for further consideration in light of this Opinion.

AWARD

The grievance is sustained; the case is returned to the parties for further consideration in light of this Opinion.

13

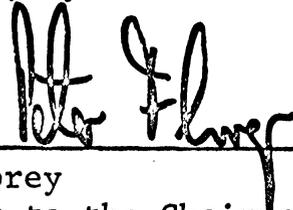
14

15

8.

USS-5050-S

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