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United States Steel Corporation Sheet and Tin Operations Pittsburg Works and United Steelworkers of America Local Union 1440

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BOARD OF ARBITRATION

Case USS-7629-S

February 15, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Pittsburg Works

and

Grievance Nos. SP-69G-4
SP-69G-5

UNITED STEELWORKERS OF AMERICA
Local Union No. 1440

Subject: Alleged Local Working Condition

Statement of the Grievances:

SP-69G-4

"The Union charges the Company with failure to assign a Guard to the vacancy created by the sick-leave of Guard Joe Everett, and of combining the duties of Guard (Watchmen) positions that have been distinctly separated in the past. The Union also charges a violation of 'Past Practice' in this particular instance.

"The Union requests that the Company assign a Guard temporarily to the duties performed by Mr. Everett prior to his sick leave."

SP-69G-5

"The Union charges Management with combining the duties of Foot and Motor Patrol assignments of the Guard Unit into combined assignments, thereby enabling Management to eliminate one Guard.

"The Union requests Management to separate these duties and let the duties remain as individual assignments as in the past, in accordance to the well established practice.

"Also that the Company reimburse the Plant Guard last placed on layoff any lost wages that could have been realized by said Guard."

Contract Provision Involved: Section 2-B of the August 1, 1968 Plant Protection Employees Agreement.

Grievance Data:

	<u>Date</u>	
	<u>SP-69G-4</u>	<u>SP-69G-5</u>
Grievance Filed:	7-10-69	9-26-69
Step 2 Meeting	Not Available	Not Available
Appealed to Step 3:	7-21-69	10- 3-69
Step 3 Meeting:	7-23-69	11-11-69
Appealed to Step 4:	9- 2-69	1- 6-70
Step 4 Meeting:	1- 9-70	1- 9-70
Appealed to Arbitration:	2-13-70	2-13-70
Case Heard:	10-29-70	10-29-70
Transcript Received:	None	None

Statement of the Award:

The grievances are denied.

BACKGROUND

USS-7629-S

These grievances from the Plant Protection Department, Pittsburg Works, protest the Company's alleged reduction in the total complement of Guards and its failure to fill a vacancy created by an absence of a Guard due to sick leave. Violation of Section 2-B of the August 1, 1968 Plant Protection Employees Agreement is alleged.

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These grievances appear to be prompted by a situation involving the manning of L-Gate and the establishment of a new Truck Gate. Prior to February 1968 all trucks entering the plant used the L-Gate which was kept open 24 hours a day and manned by a Guard or Watchman at all times. In February 1968 a new Truck Gate was opened at a different location and at this time the use of L-Gate for any purpose was restricted to the hours of 7 a.m. to 5 p.m. Monday through Friday with, apparently, the new Truck Gate being kept open at all times.

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Normally the Guards' schedules call for turns of 12 midnight to 8 a.m. (A turn), 8 a.m. to 4 p.m. (B turn) and 4 p.m. to 12 midnight (C turn). When the operative hours of L-Gate were restricted to 7 a.m. to 5 p.m. beginning in February 1968, the B turn Watchman at that gate began working from 7 a.m. to 3 p.m. and the C turn Watchman, working from 3 p.m. to 11 p.m., guarded L-Gate from 3 p.m. to 5 p.m. and then went on foot patrol through the plant for the remainder of his turn. At this time a motor patrol was carried on between 8 a.m. to 4 p.m. and between 4 p.m. and midnight by other Guards.

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On July 7, 1969 one of the Guards went on sick leave and the Company decided not to replace him. Rather, it discontinued the motor patrol for one hour from 4 p.m. to 5 p.m., eliminated the motor patrol between 11 p.m. and midnight and combined the foot patrol and motor patrol for the hours between 5 p.m. and midnight. These grievances were directed primarily

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at the effect of these changes resulting in a reduction by one in the total number of Guards scheduled. This protested reduction in force became more permanent in December 1969 when one Guard returned from sick leave but the former gate and patrol arrangement was not resumed.

The Union views the established Watchman assignments as a past practice protected under Section 2-B of the Agreement. It notes that at the time of the reduction in the extent of foot and motor patrols there was no change in the area to be covered by the Guards but there was simply less protection afforded by the Plant Protection forces.

The Union asserts that in the settlement of a grievance filed by the Production and Maintenance employees in 1966 protesting the inadequacy of the protection of private property at the plant, the Company agreed to increase the surveillance of the locker room and parking lots in an effort to curtail thefts. Evidence was introduced to indicate that such thefts have not abated. Particular reference was made to the continued breaking into of vending machines located in the various areas of the plant and to one apparently outstanding incident on February 7, 1970 when at dawn of that day an automobile was discovered approximately 100' from the watchtower in the parking lot with all four of its wheels removed.

Finally the Union stresses the alleged agreement made by the then Superintendent of Personnel Services, now retired, to the effect that the Guard forces would not be reduced beyond the level of 27 employees which is said to have been the number of Guards employed at the time of the agreement. According to one witness this agreement was made sometime in the fall of 1968. However, another Union witness who is alleged to have been present at the meeting would place the time of the

agreement to be earlier--perhaps in 1967 but after May of that year--and asserts that the commitment made by the Company was to keep the Guard force stable. This witness asserts that at that time there was 28 employees on the Guard force. The Union views the Company's action in 1969 protested here as a violation of this express agreement to keep the total Guard force at a fixed level.

The Company witnesses involved deny any agreement such as that alleged by the Union that would keep the level of the total complement of Guards employed at the plant at a fixed figure. It is denied that any practice enforceable under Section 2-B has been established limiting Management's discretion concerning the extent of Guard protection required at the plant or the manner in which it is to be carried out. Thus the Company would hold that its decision to combine the duties of the foot and motor patrols into one assignment was not improper under the Agreement.

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The Company further asserts that there never has been any fixed number of total Guards employed at Pittsburgh Works and that at times the complement has numbered as high as 65. Evidence was introduced to show that more recently the number of Guard man turns worked per day have varied from 19.0 to 20.7 in 1965 and 1966; dropped to 17.7 for several weeks in 1967 and 1968 and has varied from 16.3 to 17.3 man turns during 1969 and 1970. Apparently the present Guard force numbers 24 men. On this basis the Company contends that no practice establishing a fixed number of Guards employed at the plant has been shown by the evidence.

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The Company agrees that, at the discussions pertaining to Grievance SP-67-72 it agreed to increase the number of change room patrols during the C and A turns and move the

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watchtower in the main employees' parking lot to a more central location all in the interest of providing greater protection to the property of the Company and the employees. The Company asserts that it took this action and the total reported thefts dropped from 21 in 1968 to 12 in 1969 and only 7 were reported in 1970 through September.

FINDINGS

To the extent that the agreement can be viewed as requiring that the Company make some reasonable provision for the security of the private property of its employees at the plant, it cannot be concluded on the evidence presented here that the Company has failed in that duty or that the record of thefts of personal property is such that on that basis alone the Company should be required to increase the Guard force. Although no one denies that there continue to be instances of thefts, the hard fact is, that despite some reduction in the total Guard force since 1965, the total reported thefts have declined from a high of 79 in 1965 to 12 in 1969. This fact reflects adversely on any contention that the incidence of theft has increased in recent years or that the changes made in the size of the Guard force or in the manner of their assignment has had an adverse effect on the security of the employees' property.

The evidence here and in USS-5766 establishes that through the years there have been changes made in the manner in which the Guards have been assigned including at times the elimination as well as the addition of duties. There have also been fluctuations in the size of the total force but with a general trend to a smaller complement of Guards. Thus where the number of Guard man turns per day in 1965 averaged over 20 it declined in 1967 and 1968 to 17.7 and more recently to around 16 to 17 man turns per day.

Therefore, on the basis of the above, it cannot be concluded that a local working condition has developed at Pittsburgh Works that would prevent the Company from the action protested here of eliminating separate motor and foot patrol on C turn and having one Guard rather than two perform these duties on that turn. This is particularly true here since it has not been established that this action had any adverse effect on the quality of the plant protection as it might affect employees.

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The claimed practice of the existence of a fixed minimum total number of Guards at Pittsburgh Works is simply not supported by the evidence in light of the history of fluctuation in the size of the Guard force through the years. Indeed, the Union relies mostly on an alleged oral agreement made sometime in 1967 or 1968 to the effect that the total Guard force would not be reduced below a minimum figure said to be at the time 27 or 28 men. The Union points to a seniority list of the Guards dated November 18, 1969 showing a total of 27 Guards in the Unit as support for its contention.

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The weight of the credible evidence fails to establish the existence of any agreement providing for the continued employment of a minimum number of Guards at Pittsburgh Works. As has been noted, the affirmative evidence presented is vague as to when the commitment was allegedly made and the testimony even varies as to whether the agreement was to maintain a force of 27 or 28 men. Most significant, however, is the fact that even when the agreement was alleged to have been made--whether that be late 1967 or late 1968--there were less than 27 Guards actually working, according to the evidence relating to the average Guard turns scheduled per day. The Company could hardly have promised to maintain a working force of Guards at 27 or 28 when in fact, at the time, less than that number was being scheduled per week.

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Accordingly, based on all the above, the Board cannot conclude that the Company violated Section 2-B as alleged and the grievances will be denied. 16

AWARD

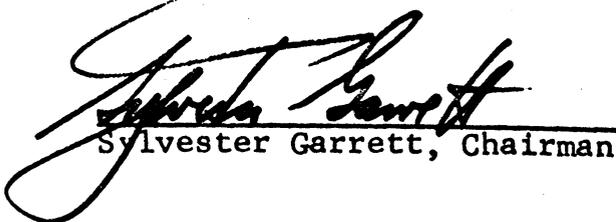
The grievances are denied. 17

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



Alfred C. Dybeck
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman