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United States Steel Corporation Tubular Operations Lorain Works and United Steelworkers of America Local Union 1104

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BOARD OF ARBITRATION

Case No. N-542

December 14, 1964

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
TUBULAR OPERATIONS
Lorain Works

and

Grievance No. N-L62-340

UNITED STEELWORKERS OF AMERICA
Local Union No. 1104

Subject: Assignment of Work.

Statement of the Grievance: "Grievants request to be compensated for all monies lost 8-17-63 on the 3 to 11 turn at 1-1/2 time rates.

"Facts: On the above mentioned date the grievants comprised the shipping crew in number 3 smls mill on the 7 to 3 turn, on the 3 to 11 turn the 3 smls finishing floor crew was held over to complete a order but the shipping crew was sent home. Number 3 smls turn foreman and other 3 smls personnel were performing shipping crew duties. The number 3 smls shipping crew should have been held over the same as the 3 smls finishing floor crew.

"Remedy Requested: Make grievants whole for all monies lost 8-17-63 on the 3 to 11 turn at 1-1/2 time rates."

This grievance was filed in the Second Step of the grievance procedure August 17, 1963.

Contract Provisions Involved: Sections 2-B and 13 of the
April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is sustained.

BACKGROUND

Case N-542

Six employees, assigned to the shipping crew of #3 Seamless Mill of Lorain Works on the 7-3 turn of August 17, 1963, grieve because they were not held over for 1½ hours while finishing floor employees worked overtime, and because allegedly other employees performed their work, as a violation of Sections 2-B and 13 of the April 6, 1962 Agreement, as amended June 29, 1963.

The shipping crew, consisting of a Shipper and five Pipeloaders, ships pipe coming from the finishing floor of #3 Seamless Mill after operations such as cutoff, facing, testing on the pump, stencilling, and oiling. The flow of material on the finishing floor of #3 Seamless Mill is similar to that outlined in Case N-535.

Prior to February 25, 1962, when Incentive Application 288-3, covering the activities of the shipping crew, was installed by mutual agreement between the Company and the Grievance Committee, the shipping crew had consisted of nine men.

Several discussions preceded the installation of the incentive which, in its original proposal, contained provisions for a variable crew, depending on the operations, because, in the opinion of Management, such a large crew is not needed for the unloading or loading of bolsters; this operation can be accomplished by a two- or three-man shipping crew. However, as a result of strong Union resistance, the Company finally provided in the new incentive application that a six-man crew is scheduled "when the pump is operating."

After the installation of the incentive, a grievance was filed alleging that there had been no agreement on the size of the crew, and that the Company should continue the assignment of nine men. In Case N-451, issued on December 20, 1963, the Board denied the grievance and found that there had been a firm understanding between the parties during the negotiations preceding the installation of the incentive application that a six-man crew would be scheduled "when-
ever the pump is operating."

Four months prior to the issuance of N-451, on August 17, 1963, the finishing end of #3 Seamless Mill processed 20" O.D. pipe, and the shipping crew loaded it into

railroad cars. Early in the day, Management received a rush order for 24 pieces of 26" O.D. pipe. As happens very rarely, the customer had requested that the pipe meet certain additional qualifications; for this reason, the pipe had to be brought back into the mill finishing area for testing, and it was decided to hold over certain members of the finishing floor crew on overtime to do this work. The Workload Planner for Warehousing and Shipping did not request the shipping crew to stay over. He was under the impression that only additional stencilling would be needed.

At the end of the turn, the pump was changed over to test the 26" O.D. pipe. The 24 pieces were moved to the unloading area by the yard crew in eight bolsters, as they normally would do, three pieces of pipe to each bolster, where they were hooked up by finishing floor employees, moved to the pump, tested, stencilled, and then moved back to the bolsters. The bolsters were taken out to the yard by straddle carrier where the pipe was loaded into railroad cars by the yard crew in the performance of their usual duties. (The yard crew is in the same seniority unit as grievants.) Had the shipping crew been held over, the pipe would have been loaded directly into railroad cars by the shipping crew in their regular work area.

Throughout the grievance procedure, the Company spokesmen were under the impression that the rush order was received near the end of the turn, and that the Company's decision not to retain the grievants was made in full knowledge of the testing to be done. The record discloses, however, that the shipping method was decided upon at the beginning of the turn under the mistaken belief that the pipe would not go over the pump, and that it could be loaded into railroad cars by "straight time men." By the same token, the grievance was not filed in reliance on the Board's decision in N-451, which had not yet been issued, but because the grievants felt that finishing floor employees had performed their work, and that they should be entitled to the same amount of overtime as finishing floor employees.

After receipt of the Board's Award in N-451, the grievants also claimed that they should have been held over because pipe was tested "on the pump." The Company takes the

position that the language found in the incentive application, and the agreement alleged to exist between the Assistant Superintendent of Warehousing and Shipping and the shipping crew, relates only to times when there is a standard finishing floor crew operating and only to the original scheduling. It does not cover so-called "mill orders," i.e., pipe brought to the finishing area from the outside storage area, washed, restencilled, recoiled, more recently also recut to size and returned to storage. The record indicates that "mill orders" normally are processed by non-standard crews on non-operating turns or at #6 lap mill, depending on the size of the pipe.

The Company seems to regard the overtime work of the finishing floor employees in this case in the nature of a non-operating turn operation, while the Union considers the overtime as a continuation of the regular operating turn.

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FINDINGS

Under past practice, not affected by the incentive application or the negotiations preceding the installation of the incentive, as found by the Board in N-451, there can be no doubt that a local working condition existed at #3 Seamless Mill to schedule a full shipping crew whenever the pump is operating. The Company complied with this practice by scheduling grievants for the 7-3 turn.

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Involved here is the obligation of the Company to retain the crew under the circumstances present on the specific turn. It is not realistic to consider the continuity of operations broken when, at the end of the turn, an order of 26" O.D. pipe was injected which necessitated a size change on the test pump even though it would have required stand-by time for the shipping crew. Thus, work was available at grievants' regular work location to which the Company should have assigned them; since grievants, under the local practice, had to be scheduled for the 7-3 turn, and since these operations stretched into overtime, grievants were entitled to perform that overtime work.

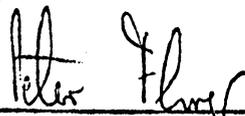
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AWARD

The grievance is sustained.

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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