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United States Steel Corporation Sheet and Tin Operations Fairless Works and United Steelworkers of America Local Union 4889

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BOARD OF ARBITRATION

Case No. USC-1861

March 12, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET & TIN OPERATIONS
Fairless Works

and

Grievance No. A-63-176

UNITED STEELWORKERS OF AMERICA
Local Union No. 4889

Subject: Assignment of Duties

Statement of the Grievance: "We, the undersigned request Management cease assigning Sheet Metal Mechanics Welding duties. We also request compensation for the time utilized by Sheet Metal Mechanics in performing Welding Duties.

"Facts: The equipment in the Sheet Metal Shop is not a Spot Welder as suggested by Management. Welding (Including Tacking) has always been performed by Welders and is a recognized function of that Craft.

"Remedy Requested: That Management cease using Sheet Metal Mechanics as Welders."

This grievance was filed in the Second Step of the grievance procedure September 11, 1963.

Contract Provisions 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 USC-1861

Forty-five members of the Fairless Works, Central Maintenance Shops Department, Weld Shop, contend that Management violated Sections 1, 2, 9, and 13 of the Basic Labor Agreement when it introduced for use by Sheet Metal Workers in the Sheet Metal Shop a hand welding gun, commonly referred to as a "Beeco Six Shooter." Use of this welding gun by members of another craft is said to be an infringement on and a "pecking away" at the welding trade.

1

The Union appears to concede that Sheet Metal Workers operate the Beeco gun at present for the purpose of making spot, or tack, welds. Although contractually objectionable enough in itself, since welding of any nature by Sheet Metal Workers is disallowed by failure of the job description to refer to welding, the Union's primary fear stems from the potentialities of the Beeco gun, which is said to be capable of developing the full capacities of the standard electrode welding arm or "whip." It follows that the Beeco gun could be used for making continuous welds with the end result that a Welder's prolonged apprenticeship and years of experience would "go down the drain."

2

The Beeco welding gun was introduced into the Sheet Metal Shop in the Summer of 1963. Its use augmented that of a stationary pedestal welder. This the Union concedes, but places heavy emphasis on the allegedly basic difference between the Beeco and the pedestal welders. The pedestal welder fuses the metals on which it is used; the Beeco and, also, standard welding arms deposit additional metal. The Beeco gun enables Sheet Metal Workers to utilize the electrode principle for the first time. Welding rods inserted into the Beeco frame are actually burned and used up in the process of depositing metal.

3

The Union takes exception to the Company's position that the Beeco gun is a simple apparatus, the operation of which can be taught in a few hours. Union testimony is that Beeco operation requires skills that are inherent in the Welder craft--knowledge of metals, heat, electricity, etc.

4

The Company's threshold position is that the Beeco welding gun introduced "more of the same" to the Sheet Metal

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Shop. That is, it furnished a supplementary method for making the spot welds traditionally made in the Shop by another machine. A distinguishing feature of the Beeco gun is that the head or point of the rod, except at point of contact, is shielded by a brass hood. When used for its allegedly "proper" purpose--spot welding--a special carbon coated 3/32 rod is used in the gun. The brass hood eliminates the normal Welder's protective clothing, except gloves. Asbestos clothes and a Welder's hood are not needed because there is no sparking or flash.

The Company is unwilling to accept the Union position that there is an intrinsic difference in principle between the operation of the pedestal welder and the Beeco gun, although apparently it is conceded by the Company that a small amount of additional metal is deposited from the Beeco rod.

In addition to the Beeco gun and the pedestal welder, continues the Company, the Sheet Metal Shop also has an acetylene torch which is used for tacks and for soldering. No complaints have been filed regarding this torch.

The Company takes the flat position that welding skills are not necessary to operate the Beeco with the sole exception that a Beeco operator must possess the skill and knowledge required to set the heat. Moreover, the Beeco was not intended by its manufacturer, or by its actual use in the Sheet Metal Shop, as a tool for making a continuous type of weld. True, absent the fact that the Beeco is more expensive than regular welding rods and absent the fact that the Beeco is considerably heavier (and therefore less suitable for use over a matter of hours), the Beeco can make continuous welds if the operator wears a Welder's protective clothing. Such clothing is necessary for continuous welds because the brass shield must be raised so that the end of the rod will project. The result is that flashing will occur as it does in normal welding. Eye flashes would be a real hazard without a Welder's hood unless the operator averted his eyes. Such restriction of visibility would result in a sloppy and, perhaps, non-continuous weld. In any event, Sheet Metal Workers are not presently equipped with Welder's protective clothing and there is no intention to furnish them such protection because the Beeco gun is used only for spot-welding.

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The Company emphasizes that the spot welds made by the Beeco are temporary in nature and are used merely to retain metal sheets in a desired position until craft Welders arrive to make permanent welds. Also, only one Beeco gun is in use in the Sheet Metal Shop at a given time (with another gun in reserve). The Beeco is never used for more than 1 - 3 hours at a time; it is used perhaps six times a month for a maximum of 18 hours a month. The Beeco has made little or no inroads on the Welding craft. No Welder has lost time since the Summer of 1963.

9

The Company asserts that all welding processes involve the fusion of metals. Some processes require depositing an insignificant amount of metal, but this difference between the pedestal welder and the Beeco gun is not critical.

10

FINDINGS

This case poses two questions. First, is spot welding by a Beeco welding gun in the hands of a Sheet Metal Worker an infringement on the Welding craft? Second, if the answer be negative, is the Union reasonably entitled to expect that the Company will extend the use of the Beeco gun to other welding functions so clearly within the realm of craft Welders that the Union is now entitled to request what would, in effect, be a declaratory judgment barring such anticipated extension?

11

The record is convincing on the point that the Beeco gun is a limited purpose tool. It is "limited," as presently constituted, to making spot welds. Such welds are similar in purpose and nature to the welds made for years by the pedestal welder. The distinction between the Beeco welder and the pedestal welder--the former deposits some metal and the latter does not--is seemingly unhelpful for purposes of this case.

12

The Union does not prove that Welders have been noticeably prejudiced since the introduction of the Beeco gun. In any event, the record does not disclose a measurable deprivation of work.

13

The Beeco welding gun, as demonstrated by a highly skilled craft Welder on January 27, 1965, cannot now justify the fear that it will be extended to continuous welding or other encroachments on the Welding craft. The demonstrating Welder, when attempting to make a continuous weld with the Beeco gun without using the brass shield, prudently did not look at the flash with the naked eye. The continuous weld made in this manner was not straight. He wisely wore an asbestos shirt and pants. It follows that Sheet Metal Workers, if they continue unprovided with a Welder's hood and protective clothing, cannot as a practical matter commit the infringement which is the real fear of the Welders. An encroachment on the Welding craft will, therefore, throw up storm signals in ample time for the grievance procedure to be brought into play. This factor, coupled with the Company's statement that the Beeco welding gun--for reasons of weight, maneuverability, and expense--has been and will be used to a minimal extent, prompts the Board to forebear from ruling on a future and perhaps imaginary problem.

14

The Union correctly notes that the job description applicable to Sheet Metal Workers does not authorize them to make a spot weld or to engage in any other type of welding. Yet the record is clear that spot welds have been made for many years by Sheet Metal Workers and this fact is decisive when understood in the framework of the proper meaning of job descriptions. Such descriptions are not intended to be, and rarely are, definitive and all-inclusive descriptions of working procedures and tools used. The description itself is merely a tool to assist in classifying a job into the rate structure in as intelligent a manner as possible. Inclusion of a tool in a job description is no more an assurance that that tool will be used at all times than exclusion of a function by silence--welding in the present case--guarantees that the excluded tool will never be used, however briefly and on a low level of craft skill.

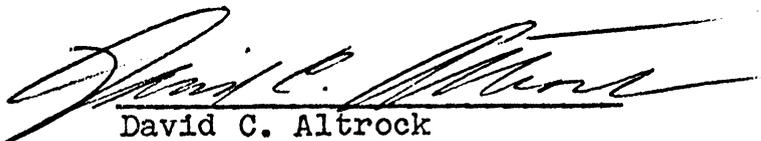
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AWARD

The grievance is denied.

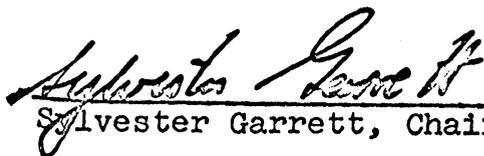
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Findings and Award recommended
pursuant to Section 7-J of the
Agreement, by



David C. Altrock
Assistant to the Chairman

Approved by the Board of Arbitration


Sylvester Garrett, Chairman