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UNITED STATES STEEL CORPORATION
Fairfield District Works
Ensley Steel

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 1489

Grievance No. 151-2325

Subject: Local Working Condition - Seniority.

Statement of the Grievance: "We, the undersigned employees of the Brickman Department protest management's action in sending work we ordinarily perform to other works."

This grievance was filed in the First Step of the grievance procedure January 22, 1964.


Statement of the Award: The grievance is denied.
This grievance from the M. and E. Shops at Ensley Works protests a relining of Ensley submarine ladle "E-2" at Fairfield Steel Works as a violation of Ensley Bricklayers' seniority rights protected under Sections 2-B-3 and 13 of the April 6, 1962 Agreement as amended June 29, 1963.

During the week when the disputed ladle lining job was performed, six Ensley Bricklayers were on layoff and were not recalled until two weeks later. The Union particularly stresses the layoffs in arguing that a violation of Section 13-A occurred when the Ensley ladle was relined at Fairfield. Ensley Works has 4 submarine ladles as part of its regular equipment, and Fairfield Works has 13 of somewhat larger dimensions and capacity. Ladles assigned to the two plants are separately designated, but often are used to transport hot metal between the two plants; occasionally they may be loaned between the plants for substantial periods when need arises.

In the present case, Ladle E-2 was sent from Ensley to Fairfield because of a ladle shortage there, and was put to use transporting hot metal between the Blast Furnaces and Open Hearths at Fairfield. When E-2 was sent to Fairfield, it appeared that its lining still had several months of useful life, but on December 17 a hot spot was detected, and on December 19 E-2 was removed from service for a patch job. Later close inspection revealed that Ladle E-2 actually required a complete relining rather than a patch.

About the same time, another ladle (E-3) which was in use at Ensley also came out of service for a required reline. Both ladles were needed as quickly as possible, and it was not believed feasible to reline first one and then the other, because (1) another Ensley ladle (E-4) had developed a hot spot which required daily checking; (2) a Fairfield ladle was in the shop being enlarged, and (3) the linings on two other Fairfield ladles were getting so thin they could not be counted upon for much more service.
Ensley Bricklayers never before had relined more than one ladle at a time, and Division Superintendent (Shops and Construction) Walters did not believe that the Ensley relining facilities could accommodate more than one ladle for relining without undue inefficiency. Accordingly, Superintendent Walters directed that Ladle E-2 be relined at Fairfield (using Fairfield facilities and Brick Masons) while Ladle E-3 was relined by Ensley Brick Masons at Ensley.

The E-2 relining job commenced January 6 on B turn, and was completed January 12 on C turn. The E-3 job started on January 7, B turn, and was completed January 15 on the B turn.

When the dispute arose, Ensley Brick Masons relined submarine ladles in the "Shell Shop" so as to utilize a depressed rail track, an overhead crane, and other facilities there. Years before, such relinings had been done in the Blast Furnace Brick Shed, where there was no depressed track, or crane, and which otherwise was less suitable. The Brick Shed still is available, but had not been used for ladle relinings for some three years; the work was moved to the Shell Plant in the interests of efficiency and steel scaffolding was fabricated there for recurring use with each ladle relined. This is the only set of such scaffolding at Ensley. There is a second depressed rail track in the Shell Plant which the Union believes could have been used to reline E-2 while E-3 was relined on the other track; the Union suggests that half of the prefabricated steel scaffolding might have been used for each ladle job. The Union also urges that Management could have used the Brick Shed for the E-2 relining job if it had wished to recall the six laid-off Ensley Brick Masons.

One Brick Mason testified that in his 18 years' experience at Ensley, he never had known of an Ensley ladle being relined at Fairfield, although some years ago some Fairfield Brick Masons had been brought over to Ensley to reline ladles there. The Union believes that an established local working
condition protects the seniority rights of the Ensley Brick Masons by assuring that they will reline all Ensley ladles. It cites the decision in Cases T-953 and -957, where an established local working condition protected trade and craft Riggers in defining the scope of the work covered by their Seniority Unit for purposes of the exercise of seniority rights under Section 13. The Union also cites Case USC-1159, where the Board ruled that Management was not entitled to use Bricklayers from one Seniority Unit to supplement Ladle Liners in a different Seniority Unit when the latter group was scheduled only on a 32-hour per week basis.

The Company stresses Case USC-1182, which it believes to require a ruling here that Management in no way is restricted from assigning work as between the two plants, absent some arbitrary or unreasonable basis for the decision. The Company also argues that its action here simply was a reasonable reaction to a situation which had not previously arisen, and that there is no basis to find any potential long-range invasion of the seniority rights of grievants such as might have been inferred in Cases T-953 and -957.

FINDINGS

The Board sees no proper occasion here to embrace broad arguments of either Company or Union. The evidence does not warrant a finding that Management never can have an Ensley ladle relined at Fairfield, under any circumstances, nor does it provide occasion to declare that Management enjoys unrestricted discretion to have Ensley work done at Fairfield as long as there is no arbitrary or unreasonable basis for the decision to do so.

It seems more appropriate to decide this case strictly on its own unique facts. Ladle E-2 was in use at Fairfield on a loan basis, which originally seemed likely to last for several months. The need for relining E-2 was discovered at Fairfield,
when it was clear that Ladle E-3 required relining at Ensley. There is no evidence that more than one Ensley ladle ever had been relined at any one time at Ensley, and there is no doubt that both Ladles E-2 and E-3 were needed back in service as soon as possible. Facilities and personnel were available at Fairfield to perform the work immediately, without any need to improvise additional facilities at Ensley to get the work done there.

In these circumstances, the Board can find no violations of any provision of the Agreement or of any established local working condition. This precise situation never had arisen before.

In denying this grievance, of course, the Board finds only that the way Management dealt with this specific reline job did not violate either Section 2-B-3 or Section 13. The case differs substantially from Cases T-953 and -957, where a change of policy as to the assignment of work to Riggers was made, contrary to long established practice, and depriving them of work for the indefinite future, by assigning it to Millwrights and Motor Inspectors. The present case also is unlike Case USC-1159, since it does not involve Section 13-G. In USC-1159, Management imported (into the grievants' Seniority Unit) employees from another Seniority Unit in order to share available work when the grievants themselves were scheduled only for a 32-hour week. The Board's decision there was based specifically upon the policy set forth in Section 13-G. No issue under Section 13-G is presented here.

AWARD

The grievance is denied.

BOARD OF ARBITRATION

Sylvester Garrett, Chairman