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United States Steel Corporation Sheet and Tin Operations Fairfield District Works and United Steelworkers of America Local Union 1013

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BOARD OF ARBITRATION

Case No. USS-4947-S

March 31, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Fairfield District Works

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 1013

Grievance Nos.
153-2636 and 153-2641

Subject: Assignment of Duties

Statement of the Grievances: Grievance No. 153-2636:

"We the undersigned Cranemen from the Electric Shop do hereby charge Management with violation of our rights as provided under Section 2-B and Section 13 of the Basic Agreement by removing us from our job as cranemen in the Electric Shop."

This grievance was filed in the First Step of the grievance procedure December 20, 1963.

Grievance No. 153-2641:

"We, the undersigned employees of the Motor Dept. Electric Shop do hereby charge Management with violation of our rights as provided under the Basic Agreement by unilaterally requiring us to run the Shop Crane by Pendant Controls."

This grievance was filed in the First Step of the grievance procedure December 23, 1963.

Contract Provisions Involved: Section 14 of the April 6, 1962
Basic Agreement, as amended June 29, 1963.

Statement of the Award: The grievances are denied.

BACKGROUND

Case USS-4947-S

In Grievance No. 153-2636 Fairfield Works Electric Shop Cranemen King and Ash protest Management's December 15, 1963 decision to discontinue assignment of Cranemen on the 3-11 and 11-7 turns Monday through Friday, inclusive, and on the 7-3 turns on Saturday and Sunday.

1

In Grievance No. 153-2641 thirty-four employees of the Electric Shop Motor Department grieve Management's December 1963 decision to require them to run the Shop crane by means of pendant controls.

2

The Union asserts that Sections 2-B, 13, and 14 of the Basic Agreement have been violated. The violation of Section 2-B is based on an asserted working condition in the Electric Shop, over a substantial period of time, of assigning crane operations to Cranemen only. The Union recognizes no underlying changes which would serve to eliminate the working condition.

3

Union testimony is to the effect that the large crane and (subsequent to the filing of these grievances) a small crane have been equipped with pendant controls operated from the floor of the Electric Shop. These cranes service, among other equipment, lathes, a shaper, a horizontal boring machine, drill press, and baking oven. Electric motors are brought into the Shop at any hour of the day or night and are certainly not delivered to the Shop only on day turns, Monday through Friday, when the crane is manned from the cab by a Craneman. An additional factor is that the volume of repair work at the Shop has increased 15 - 20%. This increase is partially attributable to an increase in level of operations at Fairfield Works and, in part, to a physical removal of equipment and motors from an Ensley location to the Fairfield Electric Shop. These changes have resulted in congestion in the Electric Shop comprised of two features-- numerous employees in the two areas served by the large and small cranes, and occasional blocking of walkways or aisles by electric motors and equipment. A non-Craneman operating cranes from the floor cannot observe his load, keep track of others in the vicinity, and simultaneously observe where he himself is walking.

4

The basis for the 2-B practice, continues the Union, is the necessity for efficient and safe operation of the

5

cranes. Installation of pendant controls located at chest height of the floor Operator contributes to neither.

The Union alludes to previous arbitration decisions which upheld the Company's position that Section 2-B-4 was applicable when pendant-controlled cranes completely supplanted cab-controlled cranes, and expressed its opinion that such decisions are not here applicable since the present fact situation indicates that Management supplanted cab-controlled crane operations only on some turns and retained Cranemen in the cab on others. The implication seems to be that Management occupies a half-way house which has never been found by the Board to be, in fact, Section 2-B-4 justification for elimination of a practice.

6

Grievance Committeeman Riley testified that Machinists and Electricians work together in operating the crane from the floor. This method is inefficient and hazardous since Electricians and Machinists are inexperienced in crane operation and might lose control of the crane.

7

Management purports to be unimpressed by the Union argument that Management's failure to convert the crane to pendant-control operation at all times on all turns differentiates this case from other arbitration cases purportedly ruling that conversion of crane operation from cab to pendant controls on the floor is a sufficient change to alter the basis on which a local working condition rested. True, Cranemen do operate the large crane from the cab on day turns, Monday through Friday. The reason given by the Company is that day turns contain the greatest activity by the largest number of employees. On back turns "there is very little going on" and pendant controls are appropriate. Employees operating pendant controls have been trained in proper operation both verbally and by reading a booklet on pendant controls and safety requirements. Moreover, the gear ratio has been modified to slow down the crane when it is under pendant controls, and a bridge brake has been installed on both the large and small cranes. There are two three-foot wide aisles that are "kept clear at all times," says the Company. More than a year has passed since the December 15, 1963 change here being grieved and there have been no accidents or near accidents when pendant controls have been utilized.

8

The Company calls attention to the testimony of Union witness Riley on cross-examination that the visibility in the area is "fairly good."

9

The Company asserts that this is not a crew size case; that it involves assignment of job functions and therefore cannot become a proper subject for a Section 2-B protected practice; and, in any event, Section 2-B-4 would justify the elimination of back-turn Cranemen since their services are no longer required.

10

FINDINGS.

The decision in Case CI-257 was issued in 1953 and has been pivotal since that time, and cited in scores of Board awards, on the point that performance of certain duties by employees does not require "...that they will perform such duties continuously in the future without any change." There is no crew size question in the instant case, but merely a question of whether one or more Cranemen will be scheduled at the Electric Shop. Management's decision that one Craneman on day turns five days a week would suffice was, seemingly, not a violation of a Section 2-B working condition.

11

No violation of Section 13 can be found, on this record, with regard to the two Cranemen who filed Grievance No. 153-2636 or the thirty-four employees who filed Grievance No. 153-2641.

12

Apparently there is no justification for sustaining Grievance 153-2636 on the basis of Section 14 since the hazard to which they were subjected by Management's action was economic and they were certainly not "being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation." Thus, it remains to be determined whether Operators of cranes by means of pendant controls correctly allege a violation of Section 14, and this is a matter of judgment to be based on the sum total and impression of crane functions, area involved, training, and persons involved. Since the operation of all cranes is potentially dangerous, a relative balance must be reached.

13

During a visit to the Electric Shop the Arbitrator arrived at the conclusion that the area is congested. Total utilization of the limited floor space available for storage of electric motors and equipment is relieved only by two three-foot wide walkways or aisles. Assuming that these aisles are free from motors the vast majority of the time (as they were during the plant visit), the aisles are just barely adequate.

14

When Management put in effect its December 15, 1963 change requiring crane operation by pendant controls, it slowed down the crane; installed a bridge brake; rearranged storage space; furnished special training to those expected to operate the pendant controls; and has improved the crane operating situation in recent months as a result of the experience gained by pendant-control Operators. (This latter point was admitted by Union witness Riley, who appeared knowledgeable and candid throughout his testimony.)

15

The pendant-control panel buttons must be depressed by the Operator's finger or thumb. Release of pressure, for whatever reason, stops the crane, although there will be some swinging of chain, hook, and load, as there is in the case of cab-operated cranes.

16

Placing all evidence in balance, the Board concludes that there has been no violation of Section 14 or any other section of the Basic Agreement.

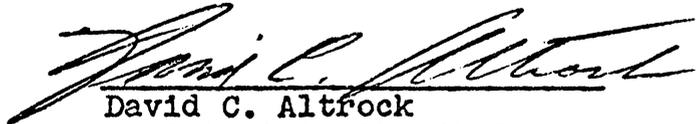
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AWARD

The grievances are denied.

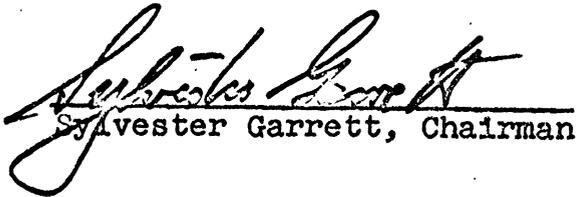
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Findings and Award recommended
pursuant to Section 7-J of the
Agreement, by



David C. Altrock
Assistant to the Chairman

Approved by the Board of Arbitration


Sylvester Garrett, Chairman