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United States Steel Corporation Sheet and Tin Operations Fairless Works and United Steelworkers of America Local Union 7246

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BOARD OF ARBITRATION

Case No. 8085-S

March 23, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Fairless Works

and

Grievance No. WFL-69-37

UNITED STEELWORKERS OF AMERICA
Local Union No. 7246

Subject: Assignment of Work - Trade or Craft

Statement of the Grievance: "MANAGEMENT IS IN VIOLATION OF SECTION 2 OF THE BASIC AGREEMENT.

"Facts: EVER SINCE THE INSTALLATION OF AIR COMPRESSERS IN THE WELDED FABRIC AND ROD MILL BUILDING, THE AIR COMPRESSERS HAVE BEEN SERVICED AND MAINTAINED BY LOCAL 7246 MAINTENANCE (MILLWRIGHT, ELECTRICICTIONS). NOW SINCE A CHANGE IN MANAGEMENT OCTOBER 1, 1969, THE COMPANY IS SENDING IN AUX. PUMP TENDERS FROM THE UTILITIES DEPT. OF LOCAL 4889 TO SERVICE AND MAINTAIN AIR COMPRESSERS. LOCAL 7246 HAS BEEN MAINTAINING AIR COMPRESSERS IN WIRE MILL FOR 2½ YEARS, ALSO IN THE ROD MILL FOR OVER A YEAR. THIS

"HAS BEEN ESTABLISHED AS A LOCAL WORKING PRACTICE.

"Remedy Requested: GIVE AIR COMPRESSERS BACK TO LOCAL 7246 MAINTENANCE MEN TO SERVICE AND MAINTAIN. PAY MEN FOR SHIFTS SINCE OCTOBER 1, 1969 THAT OTHER LOCAL HAS BEEN MAINTAINING AIR COMPRESSERS."

Contract Provisions Involved: Sections 9 and 13 of the August 1, 1968 Agreement.

Grievance Data:

Date

Grievance Filed:	October 17, 1969
Step 2 Meeting:	Not Available
Appealed to Step 3:	October 27, 1969
Step 3 Meeting:	November 6, 1969
Appealed to Step 4:	December 3, 1969
Step 4 Meetings:	April 2, 1970
	June 25, 1970
Appealed to Arbitration:	October 9, 1970
Case Heard:	January 18, 1971
Transcript Received:	None

Statement of the Award: The grievance is sustained as set forth in the Findings.

BACKGROUND

USS-8085-S

In this grievance from the Trenton Division of Fairless Works, the Union protests the assignment of work connected with the service, maintenance and repair of air compressors to the job of Pump Tender from the Utilities Department of Fairless Works, represented by Local Union No. 4889, rather than to Millwrights or Motor Inspectors, represented by Local Union No. 7246. Violation of Section 2 of the August 1, 1968 Agreement is alleged.

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The air compressors involved here are connected with the Welded Fabric facilities that commenced operations in May 1967 and the new Rod Mill that began operating in late 1968 or early 1969. These facilities, although located on the Fairless Works side of the Delaware River, were originally viewed as constituting the Fairless Wire Plant of Trenton Works, with a separate Local Union representing the employees at that plant. Later in October 1969 it became, under a Company reorganization, a part of the Trenton Division of Fairless Works. Yet for purposes of the incentive coverage dispute it was viewed as a separate plant and the Company really does not dispute that contractually the operations that include the Welded Fabric and Rod Mills are a plant separate from Trenton Works or Fairless Works.

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At the Welded Fabric facility one air compressor was installed at the outset which proved to be a constant source of trouble and in January 1970 a second air compressor was installed and since that time the other compressor has been relegated to a standby status. At the Rod Mill there now exist five air compressors to be serviced and maintained.

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In December 1966 or January 1967 the Company described and installed new Millwright and Electrician (Wiremen) jobs that have respectively the following Primary Functions:

Millwright:

"To inspect, repair, replace, install, adjust, and maintain all mechanical equipment in a major producing unit or assigned area."

Electrician (Wireman):

"To inspect, repair, install and wire all electrical apparatus, devices and circuits and any voltage in the plant or assigned area."

To the extent any employee of the Company performed mechanical or electrical service, maintenance and repair functions on the air compressors at Fairless Wire, the duties were assigned to one or the other of these two jobs depending on the nature of the work. This situation prevailed at both the Welded Fabric and Rod Mills up to October 1969. As the Company notes, there was extensive maintenance and repair work that was performed, particularly on the troublesome air compressor originally installed at Welded Fabric, by employees of outside contractors during the period this equipment was under warranty. Even then, however, the Millwrights and Electricians assisted in these repairs and also performed minor repairs on their own. It is also clear that up to October 1969 these two jobs performed the day-to-day service and maintenance on the air compressors at Welded Fabric and also at the Rod Mill after its installation.

This grievance was filed in reaction to the Company's decision implemented in October 1969 to assign certain service functions such as checking gauges and maintaining oil levels on each turn to Pump Tenders (J.C. 8) from the Utilities Department at Fairless Works proper. These employees are represented by Local Union No. 4889. These duties are said to consume some 10 to 15 minutes per turn. It is said further in the Company brief that Pump Tenders are also doing the more extensive maintenance and repair work on the air compressors which the Company asserts was formerly performed by the outside contractor. Evidence from the Union would indicate at least one occasion where such extensive repair work on an air compressor was performed by Utilities Department personnel after October 1969. Finally it is said by the Company that grievant Millwrights or Electricians have continued to start up and shut down the air compressors and perform certain duties incidental to these functions.

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The Union relies essentially on the evidence that since the Fairless Wire Plant first opened with the Welded Fabric operation in May 1967 Millwrights or Electricians have maintained, serviced and repaired the air compressors. In light of this practice it is said to have been improper under Section 2-B for the Company to now assign such work after October 1969 to the Pump Tenders from an entirely different bargaining unit.

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The Company stresses the fact that the entire facility here was a totally new operation beginning in 1967. Because of this, it is said that whatever the manner in which the work in question was assigned, no history of a clear practice providing exclusive jurisdiction to a given trade

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or craft job could have developed. It is said that this would be particularly true of the more difficult maintenance and repair work on the air compressors in that this work was usually performed by outside contractors particularly on the first air compressor that had such a high incidence of breakdown. As to the more routine service and maintenance work, the Company states that such work does not require the particular skills of either the Millwright or the Electrician and, in light of the newness of the operation with the inevitable changes that must be made during a "shake down" that is said to have extended here into 1969, no exclusive right to perform these duties could have accrued to the crafts involved between 1967 and October 1969.

FINDINGS

The problem here is not so much the performance of the work in issue by employees from another Local Union. Rather, it involves the protection afforded by Sections 9 and 13 of the Agreement to trade or craft jobs under the principles established under USC-419. From the very beginning of the newly established Fairless Wire Plant, the new Millwright and Electrician jobs involved here enjoyed the unique trade or craft nature. Nor is it seriously disputed that the Fairless Wire operation constitutes, under the contract, a separate and distinct plant from either Fairless Works proper and Trenton Works.

Therefore it is important that as described the scope of these two jobs includes the repair and maintenance of all mechanical equipment and all electrical equipment in an assigned area or the plant. Thus it cannot be denied that the service, maintenance and repair work in issue here regardless of its degree of difficulty is within the broad scope of

the Millwright and Electrician job descriptions. Although some of the service work such as the daily checking on the equipment and even some of the minor repairs may not call for the full scope of the skills of the two crafts involved here, the hard fact is that for two and one-half years these duties were performed exclusively by one or the other of these two jobs depending on the nature of the work. It is true that at first, particularly on the troublesome air compressor originally installed at the Welded Fabric facility, most of the major repairs were performed by outside contractors. However, no employee of the Company other than the Fairless Wire Millwrights and Electricians ever made any repairs on the air compressors and, on each occasion when an outside contractor worked on the equipment, these Millwrights or Electricians worked along with them performing duties in line with their respective crafts.

It may be that at Fairless Works proper an overlap in the assignment of service and maintenance work on air compressors has existed between the Pump Tenders and certain craft jobs. It may even be true that as a matter of practice at that plant craft jobs seldom work on air compressors. This however has not been the case at Fairless Wire where no Pump Tender job has ever been established and all the work involved in servicing, maintaining and making minor repairs on air compressors had been performed for two and one-half years by Millwrights or Electricians established at that plant. Indeed, when outside contractors were performing some of the more difficult repair work, these two jobs were assigned to assist and to observe the work for purposes of training and, therefore, it can be safely said that it was intended from the outset that these two craft jobs would be performing all maintenance and repair work connected with the air compressors.

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The Company brief suggests that the Pump Tenders have been assigned, or will be assigned, to do the more extensive maintenance and repair functions. Referring to the job description and classification of this job it defies the imagination that such assignments would be given to a Job Class 8 Pump Tender, a job limited in description and classification to the performance of "semi-routine tasks" and "minor repairs and adjustments" even when the work is performed at Fairless Works proper. On the other hand even the more difficult maintenance and repair jobs are clearly within scope of the Millwright and Electrician jobs and the two and one-half years of practice indicates that these jobs have done this work or participated in this work with outside contractors to the exclusion of any position rated or other trade or craft jobs.

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Thus on the basis of the principles set forth in USC-419, the instant grievance will be sustained. The Company will cease assigning Pump Tenders to perform the service, maintenance and repair work on the air compressors at Fairless Wire and will make the appropriate Millwright or Electrician grievants whole for all loss of wages suffered due to the improper assignment made to Pump Tenders after October 1969.

AWARD

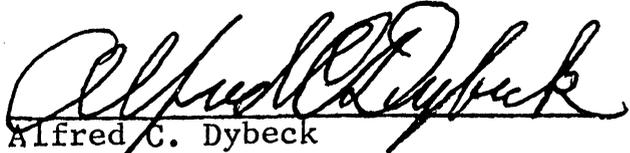
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The grievance is sustained as set forth in the Findings.

7.

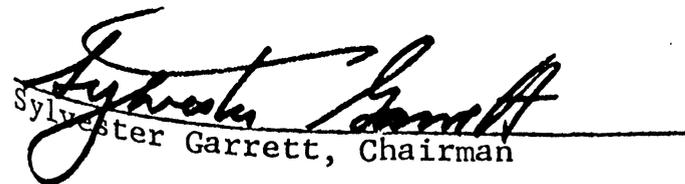
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Findings and Award recommended
pursuant to Section 7-J of the
Agreement, by



Alfred C. Dybeck
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman