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United States Steel Corporation Heavy Products Operations Duquesne Works and United Steelworkers of America Local Union 1256

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BOARD OF ARBITRATION

Case No. USS-5159-H

October 26, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
HEAVY PRODUCTS OPERATIONS
Duquesne Works

and

Grievance No. HD-64-149

UNITED STEELWORKERS OF AMERICA
Local Union No. 1256

Subject: Request for Assignment of Ingot Shipper Helper
in Basic Oxygen Furnace Department.

Statement of the Grievance: "We the ingot shippers of OSM
Department, request a helper in the performance
of our duties. Settlement to be retroactive
to people who should now be assigned to that
work."

This grievance was filed in the
Second Step of the grievance procedure August
12, 1964.

Contract Provisions Involved: Sections 2-B and 14 of the April
6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case USS-5159-H

Several Ingot Shippers (Job Class 12) in Duquesne Works Basic Oxygen Furnace Department (hereinafter referred to as BOF) grieve that Management violated Section 2-B and Section 14 of the Basic Labor Agreement when it failed to assign Ingot Shipper Helpers (Job Class 7) to the BOF Department.

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It appears that it was a practice for many years to assign an Ingot Shipper Helper to work with the Ingot Shipper in the No. 2 Open Hearth Department and, until its abandonment, in the No. 1 Open Hearth Department. It is also apparent that the BOF Department is an entirely new facility built from the ground up and going into operation in December 1963. The steel making process at BOF is considerably faster than in open hearths, but the duties of the Ingot Shipper remain largely unchanged; the same steel is sent to sister plants from BOF as from Open Hearth No. 2; once ingots have been poured, shipping procedure is identical to that at Open Hearth No. 2.

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The parties agree that the job of Ingot Shipper Helper is in existence and its description and classification are not here challenged. The Union simply requests that the job be filled at BOF as it is presently at Open Hearth No. 2, since the primary function of the Helper job and various items of working procedure in the job description are very much in existence at BOF but are, in large part, being performed by the Ingot Shipper, an onerous and unconscionable telescoping of two jobs into one--that of Ingot Shipper.

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Grievance Committeeman Sancosky, and Ingot Shipper in BOF, testified that the Ingot Shipper Helper was carried over intact from Open Hearth No. 1 to Open Hearth No. 2 and that his services are equally needed in BOF today to assist in clerical work. The existing Helper job description and classification would apply without substantial changes. Sancosky

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himself has the same duties now as in Open Hearth No. 2 plus enumerated new duties. Although Sancosky is working under a new job description for the BOF Ingot Shipper, he and the Union are not requesting a new description for the Helper, merely that the position be filled in BOF, thereby honoring the claimed Section 2-B practice, the services of a Helper being a "benefit" to the Ingot Shipper. The Section 14 violation is found in the increased tension, "nothing physical but mental."

The Company explains that the two 150 ton furnaces and servicing facilities in the BOF Department began operations on December 21, 1963. For some months prior to that date, Management and the Grievance Committee discussed new jobs and crew sizes for BOF and, in response to a specific inquiry, Management stated that there would be no Ingot Shipper Helper in BOF because, states the Company, a Helper was not needed.

At the threshold of its presentation the Company raised several procedural objections to this case being before the Board. The case was filed on August 12, 1964 by Ingot Shippers. Passage of some eight months between the BOF start-up and the filing of the grievance renders it untimely and Ingot Shippers are not proper grievants since Section 9-D-8 specifies that the Plant Union Committee is the proper moving party, if it files promptly, to obtain a new job description and classification. The Company concludes that the case should be dismissed short of a determination on the merits.

The Company agrees that Ingot Shipper Helpers were and are used in Open Hearth No. 2 but urges that there is no contractual basis for carrying a local working condition over from one department to a new facility. Section 2-B-3 does

not contemplate an automatic assignment in a new working environment differing sharply in working procedures from Open Hearth No. 2 Department. The Board is said to have recognized this in several decisions, particularly Case A-812. Furthermore, in effect, this grievance requests that a new Ingot Shipper Helper job be established at BOF. It cannot be considered as requesting a re-establishment or assignment of the Open Hearth No. 2 Ingot Shipper Helper to BOF since the jobs at BOF are new positions tailored to the needs of the BOF operation, said positions not being interchangeable with Open Hearth No. 2 positions even though some job titles may be the same as those used in non-BOF departments.

Company Exhibit 11 is the December 3, 1963 Union-Management Manning Agreement for the Oxygen Steelmaking Department (BOF). Neither the Agreement nor its six appendices indicate that the parties expected an Ingot Shipper Helper to be used. In fact the Ingot Shipper is listed as a member of the Mold Yard crew without a Helper.

Obviously the BOF operation is located at a different geographic area than Open Hearth No. 2; the new jobs provided for in the Manual have different incentives than those obtaining at Open Hearth No. 2; there is a full-time Mold Yard Foreman at BOF but not at Open Hearth No. 2; there is different supervision; the BOF Ingot Shipper job description and present practice do not require him to carry tests, as the Shipper or Helper must do in Open Hearth No. 2. The BOF Department at Duquesne Works is said to be far more compact than the Open Hearth No. 2. There are only two furnaces and only one operates at a time. Thus, there are no "bunching of heats" such as expectably occur in Open Hearth No. 2 and which require considerable walking by the Ingot Shipper.

In substantiation of its position that a local working condition obtaining in one department does not carry over to a new department, the Company notes that Duquesne Works also possesses an electric furnace which is served by neither an Ingot Shipper nor a Ingot Shipper Helper.

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As examples of variations in working procedure followed by the Ingot Shipper in Open Hearth No. 2 and the BOF Ingot Shipper the Company notes that the Open Hearth No. 2 Shipper, walking from furnace to furnace, obtains and records information in the middle of the shop. In BOF this information is furnished to the Steel Pourer and is relayed to the Ingot Shipper over a teletype machine or delivered to him on cards. The Shipper now has no occasion to go to the upper floor, although apparently he did so for a period of seven months after the commencement of BOF operations. Reverting to the matter of bunching of heats at Open Hearth No. 2, it is stated that bunching becomes a problem when eight or more open hearths are operating. At this high level a Helper is used to make out bills for the Ingot Shipper. It is rare in BOF for more than two heats to be poured at the same time, although pouring of three heats is mechanically possible. Comparing three to eight heats leads the Company to the conclusion that the BOF Ingot Shipper is able to and does perform his work.

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That the Open Hearth No. 2 Ingot Shipper walks more often and longer distances than the BOF Shipper is said to be apparent to the Company. The Open Hearth No. 2 Shipper makes 10 or 12 trips a turn to the Mold Shop; a trip is 300 - 400 feet. The Mold Yard in BOF is only about 50 feet from the Shipper's station and he goes there five or six times a turn and then returns to the Pit Foreman's office. In August, 1964 a Mold Yard Foreman was assigned to BOF and he renders

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assistance to the Ingot Shipper. This assistance is particularly meaningful says the Company, because a Mold Yard Foreman is only available in Open Hearth No. 2 to aid that Ingot Shipper on day turns, five days a week. One result is that the Open Hearth No. 2 Shipper devotes approximately half of his time to "chasing molds" and only ten percent of his time in BOF.

The Company recognizes no safety and health problem for the Shipper in BOF. It is admitted that the Shipper is quite busy. He wouldn't be if a Helper were assigned. 13

The Union stresses the fact that the BOF operation is extremely fast. At times it outruns the capacity of Production Planning to furnish the Ingot Shipper with necessary cards. The BOF Shipper is responsible for "alloy checking" and is held accountable for errors; the Open Hearth No. 2 Shipper is not saddled with this responsibility. The Union notes the stress placed on bunching of heats in Open Hearth No. 2 and finds this inconsistent with the ten or twelve trips to the Mold Shop each turn. 14

This case is said to be properly before the Board since the "bugs" were ironed out of the new BOF operation only a short time before the grievance was filed. Prior to that the Union relied on the Company statement that no Helper was needed, only to find from hard experience that a Helper was definitely required. Production figures indicate that the BOF reached expectations in about July, 1964 and this production was equivalent to that of Open Hearth No. 2 at an eight-furnace level. There was nothing procedurally wrong with the fact that Ingot Shippers signed the grievance rather than the Union Committee since Ingot Shippers were the men who had been deprived of a benefit protected by Section 2-B-3. The Company is requiring one man to do two jobs. The 15

Union, of course, recognizes that BOF is a new installation but the end product is the same--ingots which, after pouring, are processed and handled in the same manner as they are at Open Hearth No. 2.

FINDINGS

It is apparent that there is no practice at Duquesne Works' BOF Department for an Ingot Shipper Helper to be assigned to work with the Class 12 Ingot Shipper and there never has been in the short history of this installation. The Union inferentially recognized that a Helper was not going to be utilized in BOF when the President, Chairman of the Grievance Committee, and Secretary of the Grievance Committee signed the Manning Agreement on December 3, 1963. The job of Ingot Shipper Helper nowhere appears in this Agreement or its appendices, which appear to be comprehensive rather than mere guidelines. Thus, the record must show as a practical matter that working procedures, functions, and conditions at BOF are so substantially similar to Open Hearth No. 2 conditions that a recognized 2-B-3 condition in Open Hearth No. 2 can be reasonably expected to continue in BOF. Such a demonstration is lacking. 16

The new jobs established in BOF were specifically described and classified to meet BOF needs, and without reference to needs and procedures in other departments, including Open Hearth No. 2. There were quite drastic changes in what was expectable from the BOF Ingot Shipper. The record establishes that he is not simply a carbon copy of the Open Hearth No. 2 Shipper and the Union itself recognized this when the Ingot Shipper was established as a new job in BOF. In addition to working procedures, physical conditions have also been altered in that the walking, stair climbing, and data-gathering are markedly different at BOF. Men in the Casting Group are now responsible for the test carrying which the Ingot Shipper is responsible for in Open Hearth No. 2. 17

The Board does believe that the BOF Ingot Shipper worked from December, 1963 to August, 1964 in a tumultuous shakedown atmosphere while he learned a new job. There must have been many occasions when a Helper would have been most welcome and when a speculative eye must have been cast at the Helper-provided Open Hearth No. 2 Shipper. But this does not require a finding that a foreign local working condition automatically hops from one department to another.

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The conclusion seems justifiable that Management eased the Ingot Shipper's situation in August, 1964 by assigning a full-time Mold Yard Foreman. Union testimony is to the general effect that this was a boon.

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Nothing in the foregoing language should be interpreted to mean that the Board is wed to the concept that a local working condition is restricted to its particular department under all circumstances. For present purposes the posture of the parties leading up to the Manning Manual, the Manual itself, the new and different operation, differing Ingot Shipper responsibilities and procedures, and calls on energies establish that the BOF Department, at least vis-a-vis the Ingot Shipper, has not inherited the Open Hearth No. 2 Helper working condition.

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Since this grievance must be denied for substantive reasons, no useful purpose would be served by grappling with the procedural objections.

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AWARD

The grievance is denied.

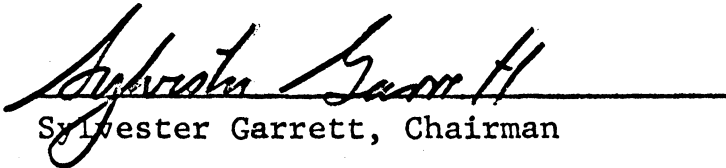
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Findings and Award recommended
pursuant to Section 7-J of the
Agreement, by

A handwritten signature in cursive script, appearing to read "David C. Altrock", written over a horizontal line.

David C. Altrock
Assistant to the Chairman

Approved by the Board of Arbitration

A handwritten signature in cursive script, appearing to read "Sylvester Garrett", written over a horizontal line.

Sylvester Garrett, Chairman