

6-28-1965

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BOARD OF ARBITRATION

Case No. USS-4862-S

June 28, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. A-64-32

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Female Employee Working
Alone - Safety and Health.

Statement of the Grievance: "One (1) Assorter scheduled.

"Facts: Management scheduled
one (1) Assorter. This created an unsafe condi-
tion. * This was on 1st Turn.

"Remedy Requested: Management
schedule more than one (1) Assorter."

* This sentence was added to grievance form by
Union after Second Step answer was issued.

This grievance was filed in
the First Step of the grievance procedure January
3, 1964.

Contract Provision Involved: Section 2-B-3 of the April
6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. USS-4862-S

This grievance from the Assorting Department of Irvin Works claims that Management's scheduling only one female Bench Assorter on first turn (midnight to 8:00 a.m.) during the week ending January 4, 1964 violated a local working condition within the protection of Section 2-B-3 and required the lone female Bench Assorter to work under conditions which were unsafe or unhealthy, contrary to the requirements of Section 14 of the April 6, 1962 Agreement, as amended June 29, 1963.

Grievants are all female Bench Assorters who work rotating turns and who sort tin sheets at the assorting tables which are located in a large mill building. Since the week grieved, the number of Bench Assorters scheduled on first turn has fluctuated from one to several, depending upon the need to back-up the electrolytic tinning lines and upon the volume of hand assorting to be done which, in turn, is governed by the amount of sheet production off the electrolytic tinning lines.

The Union makes two general claims. First, it says that traditional scheduling patterns on the Bench Assorter occupation indicate that there always have been two or more Bench Assorters scheduled on first turn. Management denies this.

Second, the Union contends that requiring a woman Bench Assorter to work alone on first turn is unsafe and unhealthy under Section 14. It is said that she could be cut by the sharp tin and might be unable to call for assistance, or her calls would not be heard, since at any given times the nearest employees might be those on the three noisy electrolytic tinning lines which are, on the average, approximately 375 feet away and who usually have no direct line of vision to the assorting area. Sometimes no Assorting Turn Foreman is assigned on first turn, and the Union contends that absence of Supervision in the immediate area adds to the alleged unsafe conditions. It is said that there are large rats in the area, that it is not well lighted, and that strange male employees

of the Company and of outside railroad and truck companies sometimes pass through on their way to and from the cafeteria, all of which creates a sense of discomfort and uneasiness on the part of the lone female Bench Assorter. The Union notes that the scheduled electrolytic tinning lines may break down part way through a first turn and, if the trouble is serious, those crews may be sent home early, and thus the single Bench Assorter is even more alone for the balance of the turn.

FINDINGS

Consistently throughout the grievance proceedings and its brief, the Union claimed that examination of past schedules would show that two or more Bench Assorters always had been scheduled on first turn. At the hearing, however, this was changed so that the allegation then was that, when there had been only one Bench Assorter scheduled or working that turn, there always had been at least one employee on the Mechanical Assorter occupation, working about 300 feet away from the general bench assorting area. 5

In seeking to prove its changed claim, the Union introduced a draw-off from schedules covering a period from April of 1961 up to the grievance in January of 1964. It soon became clear, however, that there were many instances in that period when only one Bench Assorter was scheduled to work alone on first turn (contrary to the original contention), and also that there were numerous occasions in that period when only one Bench Assorter was scheduled on first turn and no Mechanical Assorter was scheduled, contrary to the changed Union contention. Periods when only one Bench Assorter was scheduled apparently began about October of 1960 when the hot dip stacks were shut down, which event lessened the need for hand assorting. 6

Moreover, the system traditionally followed regarding use of these Bench Assorters as fill-in's for temporary unexpected vacancies on the Inspector job on the electrolytic tinning lines, necessarily resulted in the past in many more instances of a female Bench Assorter's working alone on first turn. That is, each electrolytic tinning line employs women as Inspectors, which job must be filled when the lines operate. When one of those Inspectors fails to report for work, one of the Bench Assorters is moved up to fill that Inspector vacancy. Thus, inevitably there have been many occasions in the past when two Bench Assorters were scheduled, but one worked first turn alone because the other had moved up to the Inspector job on the electrolytic tinning lines.

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Thus, it was not proved that there always had been at least two Bench Assorters or one Bench Assorter and one Mechanical Assorter scheduled or working on first turn. Even if either of those claims had been supported, however, it would not have advanced the Union position since, whatever the scheduling patterns might have been, it is clear that they were developed, not in order to provide companionship, assistance, or protection for Bench Assorters, but rather on the basis of Supervision's decision as to the volume of sorting work which had to be done and the need for fill-in's on the electrolytic tinning lines. Moreover, whether one or several Bench Assorters are scheduled does not affect grievants' work load since each incumbent handles her own work. Thus, there is no crew-size problem in this case.

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On a somewhat similar basis, the Union's Section 14 argument, too, cannot be embraced. That is, there is no indication that any of the conditions relating to grievant's safety or health under Section 14 were different in any way at grievance time from what they had been over the years in the past. For example, when grievants worked alone in the past they sorted sharp tin sheets with some risk of being cut (use of protective gloves and rubber gauntlets has not changed) and with no greater ease in calling for assistance, there was the

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same chance of encountering rats, some of the surrounding areas were equally dark (lighting at the immediate sorting station must be and is adequate for visual inspection of sheets), and male strangers might have passed through the area. In light of existence of those circumstances over the years and with no suggestion that they have deteriorated in any degree, absence of any prior claim of an undue safety and health hazard when grievants worked alone on first turn casts substantial doubt on present existence of any such hazard. Moreover, the latter portion of the third turn presents largely the same conditions regarding working alone at night as does the first turn, and there is no indication that third turn circumstances ever were thought to be unsafe or unhealthy.

Nothing in evidence would suggest that the probability of disabling injury from the sharp sheets is such that Section 14 standards would demand constant presence of a companion Bench Assorter to come to the other's aid.

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Finally, there is nothing in the Agreement, or this record, or any prior Board Awards dealing with problems of employees working alone, which could support a conclusion that it is necessarily a violation of Section 14 to require employees who are women to work alone.

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Accordingly, the grievance must be denied.

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AWARD

The grievance is denied.

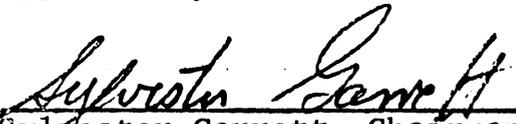
13

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



Clare B. McDermott
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman