

6-28-1965

United States Steel Corporation Sheet and Tin Operations Irvin Works and United Steelworkers of America Local Union 2227

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BOARD OF ARBITRATION

Case No. USS-4912-S

June 28, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. A-64-72

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Reassignment of Duties - Safety.

Statement of the Grievance: "The Union requests the present practice of Coil Markers - 80" Hot Strip Mill of roll changing be discontinued.

"Facts: The Coil Markers have never changed rolls. This practice has been established recently. It is unsafe due to oil and grease conditions.

"Remedy Requested: The Coil Markers changing rolls be discontinued."

This grievance was filed in the First Step of the grievance procedure March 13, 1964.

Contract Provisions Involved: Sections 2-B, 9-D, and 14 of
the April 6, 1962 Agreement, as amended June 29,
1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. USS-4912-S

In this grievance from the 80" Hot Strip Mill of Irvin Works, Coil Markers protest their being required to assist in roll changes as a violation of Sections 2-B, 9-D, and 14 of the April 6, 1962 Agreement, as amended June 29, 1963.

The Coil Marker chalks identification on coils off the mill and transcribes data to the Mill Production Order Master.

As a result of installation of new equipment at the finishing end of the 80" Hot Strip Mill, as explained in detail in USS-4911-S, various duties of the jobs working at that end of the mill were eliminated and some realigned. Part of that realignment was that Coil Markers were required to assist in roll changes. Their roll-changing assistance involves removing and then replacing strippers and counterweights at three finishing stands (8, 9, and 10) when a six-stand roll change occurs. On a four-stand roll change which includes two or three of their stands (8, 9, and 10), they handle only two stands, and the Assistant Strip Finisher and Crop Shearman take care of the other two. It seems that on the average Coil Markers would assist in roll changes approximately two or three times per turn.

Although the 1961 Coil Marker description states that the job will "Assist in clearing coiler pile-ups, roll changes, and all mill emergencies," the job in fact never has assisted in roll changes in the past.

The Union argues that, because Coil Markers never actually had been required to assist in roll changes previously, it is a violation of 2-B-3 to require them to do so now.

The Union notes also that grievants' assisting in roll changes subjects them to getting grease and oil on their clothes and charges that this creates an unsafe condition in that they are subject to the risk of having their clothes ignited when they return to close proximity to hot coils, said to reach temperatures of 1200°.

From information first revealed at the hearing by a Coil Marker, it appears that since 1961 the two Coil Markers have rotated, each working one-half hour marking coils and the next half hour in the pulpit checking data on production sheets and on passing coils. It seems that the class 5 Coil Marker job was created in 1961 when automatic scales and new coilers were installed. Prior to creation of the Coil Marker job in 1961, grievants had been class 3 Banders and had rotated, one-half hour banding and one-half hour working on other tasks. At present there are three class 3 Banders and two class 5 Coil Markers.

Based on that information, the Union argued at the hearing that there had been established in the past a spell-time local working condition founded on necessity periodically to relieve employees from intense heat at the marking area, which provided them the benefit of doing paper work in the pulpit every other half-hour. It then was argued that requiring Coil Markers to assist in roll changes improperly terminated that local working condition by compelling grievants to engage in heavier exertion than was called for when they did paper work in the pulpit and also exposed them to intense heat from which they had been relieved in the past.

FINDINGS

It is clear that requiring Coil Markers to assist in roll changes, which duty has been an integral part of their job description since 1961, does not violate Sections 9-D or 2-B in the circumstances of this case. The conditions which motivated the decision to have Coil Markers assist in roll changes were explained in detail in USS-4911-S, also decided today. In light of that explanation, the fact that Coil Markers never had assisted in roll changes before does not stand in the way of Management's requiring them to do so now in view of changed conditions within the scope of Section 2-B-4.

It seems reasonably clear also that grievants are not being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation under Section 14. A face shield and asbestos apron, sleeve, and gloves are available for their use when marking coils. If a particular employee found that he had unusual amounts of grease or oil on his clothing following his assisting in a roll change, he normally would be expected to wipe it off before returning to marking coils or, in an unusual case, he could change his clothes. On balance, therefore, it appears that Coil Markers who are required to assist in roll changes and then return to marking coils are no more exposed to unsafe or unhealthy conditions than are other mill employees who may get grease or oil on their clothes while changing rolls and who then are required, as in removing cobbles, to work close to hot strip in the mill, which actually is at higher temperatures than it is at the coil-marking station. 10

Assuming that there was a spell-time local working condition, and nothing in this Opinion is intended as foreclosing that question one way or the other, it does not appear to have been violated here. From Union evidence it is clear that it was not meant to provide grievants with one-half hour free of all work. On the contrary, they always have worked during their half-hour away from the marking area. Thus, its basis would have been necessity to relieve grievants from intense heat experienced while actually engaged in marking coils, and observation confirmed beyond doubt that when grievants assist in roll changes they are not exposed to heat in any way comparable to that encountered when marking coils. 11

Moreover, both Coil Markers always have been required to take over the banding operation when there is a pile-up at or near the coilers which requires that the Banders leave their station to assist in clearing the pile-up. That duty always has exposed Coil Markers, one of whom would have been in the pulpit at the time, to the very same heat they experience while marking. Furthermore, should the pile-up be a serious one, Coil Markers, too, always have been required to assist in clearing it, and that subjects them to similar heat. 12

Consequently, it could not be found on this record that grievants' assisting in roll changes perhaps two or three times during a turn exposes them in any way to the same intense heat which they experience while marking and from which they may have been relieved in the past while in the pulpit.

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Thus, the grievance must be denied.

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AWARD

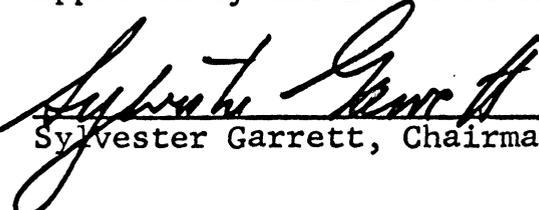
The grievance is denied.

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


Clare B. McDermott
Assistant Chairman

Approved by the Board of Arbitration


Sylvester Garrett, Chairman