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# United States Steel Corporation Wire Operations Joliet Works and United Steelworkers of America Local Union 1445

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BOARD OF ARBITRATION

Case Nos. USS-4930-W  
USS-4933-W

March 5, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
WIRE OPERATIONS  
Joliet Works

and

Grievance Nos. WJ-64-16  
WJ-64-23

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1445

Subject: Seniority: Trade and Craft Jobs.

Statement of the Grievances: WJ-64-16 (USS-4930-W)

"While part of millwright-rigger gang remained at home, our inherent work was performed by other employe's outside of our seniority unit + also outside of the bargaining unit. We are asking to be made whole.

"On a job at the Cleaning House Management did not schedule enough millwright-riggers to do the job. Other employes' had to perform our inherent work to get job done.

"Have enough riggers scheduled to do our work as in the past, and as has been agreed to thru grievances procedure."

2.

USS-4930-W  
USS-4933-W

WJ-64-23 (USS-4933-W)

"Other employees performed our work while remained at home Saturday, March 7, 1964 (pulling cable). We are asking this to stop + be made whole for same.

"4 riggers worked on other jobs while the remainder stayed home. We were available. Management should have abided by Griev. JOL-561."

These grievances were filed in the First Step of the grievance procedure March 9, 1964.

Contract Provision Involved: Section 13 of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievances are denied.

BACKGROUND

Cases USS-4930-W  
USS-4933-W

In these two cases Millwrights (locally called Riggers) of Joliet Works protest that employees in other classifications have performed their work, in violation of Section 13 of the April 6, 1962 Agreement, as amended June 29, 1963, and that this contract violation has adversely affected their earnings.

1

Both cases have their origin in events which took place Saturday, March 7, 1964 when four out of eleven Millwrights had been scheduled to work overtime. At that time scheduling practices concerning maintenance men were subject to much friction between the Company and Union as reflected in cases such as USS-4883-W, USS-4932-W, and USS-4935-W.

2

The record in Case USS-4933-W shows that Electricians were assigned the task of replacing an electrical cable which had been damaged. This had come to the attention of the Grievance Committeemen for the maintenance employees who worked the early morning shift. Prior to his going home, he went to the Foreman of the Electricians and told him that the number of Millwrights scheduled was not sufficient for all the work, that he expected Millwrights to assist the Electricians in the pulling of the electrical cable, and that additional Millwrights should be called out.

3

(For many years, cables have been pulled both by Electricians and Millwrights, depending on the size of the cable and the complexity of the job. Electricians use their own equipment which includes block and tackle and a light truck. Millwrights use block and tackle or hoists or a heavy tractor. As a rule, Millwrights always have been called in when the power of a tractor was required.)

4

In his conversation with the Foreman, the Grievance Committeeman also voiced his opinion that a deal had been made between Supervision and the Electricians to give them more overtime if they in turn performed work normally done by Millwrights.

5

The Foreman (who had been an Electrician for almost 30 years before he was promoted to his present supervisory position) denied the request, whereupon the Grievance Committeeman called the Superintendent at home. He was told again that the job scheduled for the Electricians fell properly within their competence and should be performed as planned.

6

As the job progressed, the Electricians encountered unexpected difficulties and, on their own, requested the help of a Tractor Operator from the Production Department who happened to be in the neighborhood, to provide additional power for the pulling of the cable. (Electricians have requested the help of a production tractor before but it is a most unusual occurrence.) As it turned out, the cable broke and the Electricians had to do the work over again.

7

The record does not show precisely at what time the help of the production tractor was requested and whether any one or all of the four scheduled Millwrights would have been available to assist instead. The record in Case USS-4930-W suggests that, on the day in question, the four Millwrights replaced a heater during the first three hours of the work day.

8

The Union takes the position that the Company, under a settlement of a grievance, JOL-561, was required to utilize Millwright-Riggers exclusively for the wire pulling and that the Foreman should have called out additional Riggers. Millwright-Riggers at Joliet Works are usually scheduled on day turns, but, in the past, have been more than willing to come in on other turns when their help was required in emergency situations, and are available within a relatively short time.

9

The need for additional Millwrights on that turn, it is argued by the Union in Case USS-4930-W, is also shown by the facts surrounding the first three hours of work of the four scheduled Millwrights, when they helped to install a heater over the lime tubs in the Cleaning House. The Millwrights hoisted the heater into the place so that it could be connected by Pipefitters. The lift was accomplished with block and tackle. The Pipefitter Foreman was standing by with two Pipefitters waiting to connect the heater when it was in place.

10

In the course of the lift, the tackle began to bind and one of the Millwrights requested help. Alternately, the two Pipefitters and their Foreman added their weight to the line for as long as it was necessary. A second block and tackle was hooked up with which it was possible to complete the lift. The Pipefitter Foreman (who had worked in the mill as a Pipefitter for more than 12 years and has been a Supervisor for the last three years) testified that it is not uncommon for employees other than Millwrights to give a hand with the lines when emergency situations arise. It was his recollection that he put his weight to the line for not more than three to five minutes.

11

None of the eleven Millwright-Riggers who signed the grievance appeared at the hearing.

12

#### FINDINGS

At the outset, the Board has to look at the grievance settlement in JOL-561 which was closed in Third Step on February 7, 1956. In that case assigned Millwrights replaced the hook conveyor cable on the sheave in No. 1 Rod Dock in the early morning hours of Wednesday, January 11, 1956. Supervision thought that it was a relatively easy repair and, in order to place the mill in operation quickly, Trade and Craft Millwright-Riggers were not called out. In order to settle the case, however, the Company promised that in the future Trade and Craft Millwright-Riggers would be called upon to aid in the handling of such repair work. It does not appear on the record how long this repair work took. This grievance settlement reflects local practices in which Management has established a line of demarcation between the work of assigned maintenance employees and trade and craft jobs, but it is of little guidance for the situation present here, where, emergency assistance was given by employees performing tasks within their job descriptions.

13

Under past decisions of the Board, the emergency assistance given for a few minutes by the Pipefitter Foreman must be considered well within the permissible bounds of a Foreman's job, also recognized by Section B-(c) of the Experimental Agreement effective August 1, 1963, and extended by the parties beyond December 31, 1964 in their recent negotiations.

14

The Union could prevail here only if the facts were such as to bring these cases within the principles of Cases such as T-953, -957, T-954, and N-536. In these Cases the Board protected work opportunities for trade and craft jobs where assignment of work to men outside the trade and craft job was clearly contrary to well defined practice or understanding which had emerged as an implementation of the seniority rights of the given craftsmen. The records in these cases contain insufficient evidence to warrant such a finding.

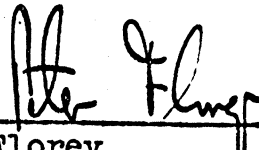
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AWARD

The grievances are denied.

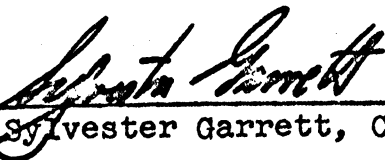
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Findings and Award recommended pursuant to Section 7-J of the Agreement, by



Peter Florey  
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman