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United States Steel Corporation Eastern Steel Operations Fairless Works and United Steelworkers of Americ Local Union 4889

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BOARD OF ARBITRATION

Case No. USS-7709-S

March 31, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
EASTERN STEEL OPERATIONS
Fairless Works

and

Grievance No. SFL-69-330

UNITED STEELWORKERS OF AMERICA
Local Union No. 4889

SUBJECT: WORK ASSIGNMENT

Statement of the Grievance:

"We, protest management assigning machine repairman from S & T to do pipefitters in the H.N.X. Bldg.

"The Company has assigned the following jobs, steam leaks, insulations on Reversion heater box and also repairing hydrogen leak on 4" expansion loop line and cleaning and repairing condensers

"Cease and desist and pay all monies lost."

Contract Provisions Involved: Section 2-B of the Basic Labor Agreement of August 1, 1968.

Grievance Data:

Date:

Date filed:	May 7, 1969
Step 2 Decision	May 29, 1969
Appeal to Step 3	July 1, 1969
Step 3 Meeting	July 9, 1969
Appeal to Step 4	August 8, 1969
Step 4 Meeting	September 24, 1969
Appeal to Arbitration	April 7, 1970
Case Heard:	January 13, 1971

Statement of the Award:

The assignment of a Machinist to repair the heater box insulation in the HNX Building was incorrect. The Company is directed to cease and desist making such assignments, and to pay each of the grieving Pipefitters four hours' pay. The remainder of the grievance is denied.

BACKGROUND

This grievance, filed by two Pipefitters from Central Shops, Fairless Works, claims Management assigned certain work at the HNX Building to Sheet and Tin Machinists, when it should have been assigned to Grievants, as properly within the scope of their craft.

The function of the HNX Building is to take natural gas and crack it into its components, by the addition of a catalyst. Hydrogen is one of the resultant products. Nitrogen, manufactured elsewhere in the plant, is then added. The end product is transported to various annealing facilities at Fairless, to serve as a protective atmosphere. Since the building makes use of steam, natural gas and various solutions, all under high pressure and at high temperatures, there are special maintenance problems caused by heat, leaks and corrosion.

In maintaining and servicing the various units in the HNX Building, as well as other facilities under his jurisdiction, the General Foreman has available twelve Machinists from the Sheet and Tin Machine Shop, on a 21 turn basis. These men may do their work either in the field or in the Shop. Assignments of machinists are made, as required, by the General Foreman. When Pipefitters are required at the HNX Building, the General Foreman must submit a Shop Order to the Pipe Shop, in advance, requesting the assignment of one or more Pipefitters. Pipefitters do not work the first turn, although some maintenance and repair work must be done during that turn, when certain operating facilities are scheduled to be down.

The Union's basic complaint is that Management has allegedly embarked upon a purposeful campaign to assign as much work in the HNX Building as possible to Sheet and Tin Machinists, while correspondingly decreasing, and ultimately eliminating, Pipefitter assignments there. According to the Union, Management is accomplishing this by assigning to the Machinists work which is within the Pipefitter's craft and, prior to the filing of the grievance, was historically performed at the Building solely by Pipefitters. The Union points to the fact that there is now a locker in the Building where a specific Machinist keeps his tools, that among these is a pipe wrench and, asserts the Union, this Machinist appears to be more and more frequently assigned to perform Pipefitter work in the Building.

The Company denies the existence of any concerted effort to eliminate Pipefitter assignments to the HNX Building. It affirmately asserts that Pipefitters are needed, have been, and will continue to be, assigned to the Building, under proper circumstances. The existence of a locker in the HNX Building where a Machinist keeps his tools is, in the Company's judgment, irrelevant. The Company maintains a pipe wrench can be used by Machinists as well as by Pipefitters. The Company maintains that the same Machinist is not always assigned to perform work

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at the Building; most of the twelve Machinists have, from time to time, been so assigned.

Management, in 1969, made certain repair assignments in the HNX Building to Machinists, which gave rise to the grievance. According to the Union, these were: location of steam leaks and preparation of the area for welding; installation of insulation in connection with repairs to a heater box on the drying towers; and cleaning and repairing condensers. A total of 68 hours of Machinist time was involved.

The Union takes the position that all of the disputed work lies within the job description of the Pipefitter, and not within that of the Machinist. Therefore, in its view, proof of past practice is not necessary, and the work should have been performed by Pipefitters. If the Company claims this work, in the HNX Building, has historically been performed by Machinists, argues the Union, it is the Company's burden to prove a past practice to that effect. In the alternative, the Union maintains that, prior to the grievance, such work was historically and exclusively performed in the HNX Building by Pipefitters, thus constituting a protected practice under Section 2-B of the Basic Labor Agreement. The Union feels the repairs to the steam leaks were improperly performed, not in a workmanlike way as the Pipefitters would have done them. As to the insulation on the heater box under repair, Union testimony indicated Pipefitters had done the insulation work on one heater box, had left some materials on the job, only to find that the insulation for a companion heater box was then installed by the Machinist, using the same materials. According to the Union, it requires two Pipefitters five working days to clean and repair a set of condensers, consisting of taking apart the tubes, flushing them free of foreign material and putting them back together again; the job should hold for several years.

The Company contends the work in question could properly be assigned either to Pipefitters or Machinists, as being within the job description of both. According to the Company, the disputed work has been performed by outside contractors, by crafts other than the two involved here, and even by position-rated employees. In its view, if the Union is to prevail, the Union has the burden of proving a 2-B practice whereby such work has, in the past, been exclusively assigned to Pipefitters at the HNX Building. With respect to the location of steam leaks, the Company points out that such leaks are quite common in this Building. Many of them, in view of the necessity for continued production, constitute an emergency situation. It is not always feasible, the Company argues, to wait until a Pipefitter can be assigned, under a Shop Order, to perform the work. The Company further maintains that the leak repairs made by Machinists are limited in scope, intended only to keep the equipment in operation. When there is time, or when the work is substantial, the Company indicated it would continue to assign Pipefitters to perform it. As to the insulation of the heater

box, the Company draws a distinction between minor repair work, requiring only one man for a short period of time, and major repairs. Since the heater box work could be done by one man, on one turn, the Company viewed it as minor repair work, which could be assigned to Machinists, as was done in this case. Major repairs, says the Company, are reserved for Pipefitters. In connection with cleaning and repairing condensers, the Company first calls attention to the fact that certain of the operating units, known as Demarkus units, are handled only by Machinists and never by Pipefitters. The Company further points out that, some years ago, it used Machinists on an experimental basis, to work out a better system to clean the tubes, fashioning new tools to do the job. From this experimentation, claims the Company, it was determined that the work could be done with the new tools by one man, in a shorter period of time, and the results would hold up for longer, than merely flushing the pipes as had been done in the past. The Company therefore now views this work as minor along with minor repairs to this equipment. The Company asserts it has the basic right to assign work to meet the needs of the business.

FINDINGS

The Union does not challenge the minor repair work performed by a Machinist in the HNX Building in 1968 or any preceding year. Machinists so assigned function more in the nature of field machinists than as traditional Shop Machinists. The Union contends, however, that beginning in 1969, the Company made a concentrated attempt to eliminate Pipefitter assignments to the Building in favor of a permanent Machinist. Solely for proof of that assertion, the Union introduced testimony concerning a number of instances, all subsequent to the filing of the grievance, which it felt constituted expanding violations of HNX Building work assignments to Machinists instead of to Pipefitters. The Company introduced refuting testimony, as to each of these assignments. The Company further showed, for example, that in 1970, the number of recorded assignments of Pipefitters by means of Shop orders was almost the same as that of Sheet and Tin Machinists. Despite the Union's concern that one specific Machinist kept his tools in a locker within the Building, Company evidence indicated that most of the Sheet and Tin Machinists were, from time to time, assigned to work in that Building. While the Union pointed up the fact that a large pipe wrench was kept in the Building the Company adequately explained it was required by Operators as well as by others assigned to jobs there, to aid them in performing their appropriate tasks. Based upon all of the evidence submitted, the Union's concern is not borne out. Therefore, further consideration in this case must be limited to those challenged job assignments specified in the grievance itself which remained unresolved as of the time of the hearing.

In establishing the practice concerning the three challenged

work assignments, the Union relied heavily upon the testimony of one of the grieving Pipefitters. He conceded, however, that there might be a time lapse of as much as three months between his own individual assignments to the HNX Building so that his own observations were, at best, infrequent. The Union also placed considerable emphasis on the contents of "log books". These books are kept by HNX Operators on a turn-by-turn basis. Entries are made which reflect tests taken by the Operator, instructions given by the General Foreman, equipment problems and a notation of individuals seen by the Operator entering the Building. However, the only such "log books" available for inspection in connection with this case were those covering the period from January 24, 1968 to May 14, 1969 inclusive. The Company submitted "repair logs" for the #1 and #2 Surface Combustion Units. These logs were kept by the appropriate General Foreman and cover the period from December of 1957 to November of 1970 for each Unit. They reflect those repairs which the scrivener felt important enough to note and indicate whether the work was done by the Refrigeration Shop, the Pipe Shop, the Utility Shop or the Sheet and Tin Maintenance force (Machinists, Motor Inspectors or Welders). The Company also presented the testimony of the General Foreman, who was in constant contact with the HNX Building, to buttress its contentions concerning the work assignment practices in question. All of this is taken into account in dealing with each one.

The first item question by the Union concerns the location and repair of steam leaks. Any welding required in the repair of these leaks was not performed by a Machinist, so that it is the assignment of the individual to locate these leaks which is challenged. The evidence shows that, as a matter of past practice, Machinists have been assigned, when an unexpected leak appears, to locate that leak and, except for welding, to take immediate stopgap repair measures, so that the equipment could remain in operation, without a shutdown. Pipefitters were also assigned to locate such leaks, but not on an exclusive basis. There was no evidence to indicate that the specific questioned assignments were made to Machinists in a manner different from the past practice.

The next matter raised by the Union concerned the alleged cleaning and repairing of tubes in condensers. Although the original grievance protests both "cleaning and repairing condensers", the third step minutes as well as the testimony presented indicated that the sole matters challenged by the Union were assignments to clean the tubes in these condensers. The work in contest involved only the cleaning of tubes or pipes whose interiors had become clogged with foreign material so as to limit their effectiveness. The method formerly used was merely to flush the tubes or pipes which proved to be inadequate. Some time ago, the Machinists were directed to devise special tools to scrape the tubes or pipes. Thereafter, the cleaning jobs were assigned, as a matter of continuing practice, to Machinists, on occasion, to Pipefitters, on occasion, and, sometimes, to others. Again, there was no evidence

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in this case that an assignment was made in contravention of that practice.

Finally, the Union challenged a work assignment to a heater box, atop a drying tower. According to the Company, the insulation is an integral part of the original heater box when purchased. A Sheet and Tin Machinist was assigned, because of a hole in the insulation, to make a temporary repair, on an alleged emergency basis, until a new heater box could be secured. This assignment admittedly consumed about eight hours. Repairs to heater box insulation would appear to come within the accepted concept of the craft of Pipefitter, not that of Machinist. Thus, to prevail, the Company would have to affirmatively show that, in practice, the specific disputed work had been assigned, within the HNX Building, to either craft. The Company can hardly justify an assignment for as long as eight hours on the basis of it constituting a "minor repair". Nor does the Company's categorization of the work as "emergency" solve the problem. The General Foreman's assertion at the hearing that Masonry Department employees performed insulation work in the HNX Building would not be helpful since the specific challenged assignment involves heater box insulation repair, and, in addition, the dispute is between Pipefitters and Machinists. The Company presented no other specific evidence. Union testimony indicated that a Pipefitter had, shortly prior to the challenged incident, been assigned similar work on an adjoining heater box. Solely on the basis of the evidence submitted, this portion of the grievance must therefore be sustained.

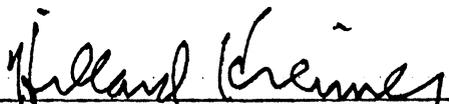
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AWARD

The assignment of a Machinist to repair the heater box insulation in the HNX Building was incorrect. The Company is directed to cease and desist making such assignments, and to pay each of the grieving Pipefitters four hours' pay. The remainder of the grievance is denied.

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Findings and Award recommended by


Hillard Kreimer, Arbitrator

This is a decision of the Board of Arbitration, recommended in accordance with Section 7-J of the Agreement.


Sylvester Garrett, Chairman