

3-5-1971

# United States Steel Corporation Sheet and Tin Operations Pittsburg Works and United Steelworkers of America Local Union 1440

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BOARD OF ARBITRATION

Case USS-7952-S

March 5, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Pittsburg Works

and

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1440

Grievance Nos.

SP-70-19

SP-70-20

Subject: Local Working Condition

Statement of the Grievances:

SP-70-19

"The Union charges the Company with doing away with the Annealing Gas Room Attendant job by assigning their work to the Boiler House Helpers.

"We request that the Company reinstate the job and make those affected whole for any loss of earnings."

SP-70-20

"The Union charges the Company with combining the Boilerhouse Helpers job and that of the Annealing Gas Room Attendant job.

"The Union requests that the Company stop requesting the Boilerhouse Helper to go to

"the Annealing Gas Room to perform the duties of Gas Room Operator."

Contract Provisions Involved: Sections 2-B and 9 of the August 1, 1968 Agreement.

Grievance Data:

	<u>Date</u>
Grievances Filed:	March 23, 1970
Step 2 Meeting:	Not Available
Appealed to Step 3:	April 9, 1970
Step 3 Meeting:	May 5, 1970
Appealed to Step 4:	June 2, 1970
Step 4 Meeting:	June 29, 1970
Appealed to Arbitration:	August 5, 1970
Case Heard:	October 30, 1970
Transcript Received:	None

Statement of the Award:

The grievances are denied.

BACKGROUND

USS-7952-S

In these grievances from the Central Maintenance Department, Pittsburgh Works, the Union protests the transfer of certain work from the job of Attendant, Annealing Gas System, that resulted in the elimination of that job and also protests the simultaneous addition of certain Gas Attendant duties to the job of Boilerhouse Helper. Violations of Sections 2, 9, 10, 13 and 14 of the August 1, 1968 Agreement are alleged.

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Since 1947 annealing gas has been produced at Pittsburgh Works for the various annealing processes. It consists of 5 percent hydrogen and 95 percent nitrogen and for some years was produced with so-called NX or DX equipment using natural gas as the raw product. In each case the equipment burned the natural gas to incomplete combustion. Using the NX equipment, the resulting gases were then heated and processed through catalysts, chemical absorbers and dryers to remove the carbon monoxide, carbon dioxide and other gases as well as the water. The DX equipment produced the same type of annealing gas but by a somewhat different method.

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In 1960 equipment for a new process known as HN was installed that used as a raw product gaseous ammonia and nitrogen that was purchased and piped into the plant from the Linde Division of Union Carbide Corporation. This method of producing annealing gas proved to be much simpler and produced a purer end product. The older equipment, however, was kept on standby since the HN process depended on the receipt of an adequate supply of nitrogen from Linde that for a period of some years was not available.

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Throughout the years since 1950 there has existed the job of Attendant, Annealing Gas System (J.C. 11), that was filled by one incumbent around-the-clock in each of the two annealing Gas Rooms that existed until 1960. At that time

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the use of one of these Gas Rooms was discontinued and thereafter the Gas Attendant job was filled by one incumbent on each turn stationed at the remaining Gas Room.

The job of Gas Attendant had the primary function of operating the gas producing equipment in the Gas Room making various required tests and inspections. When the NX and DX equipment was in use the amount of work involved appears to have been substantial. With the advent of the HN process, however, the duties are said to have been reduced to essentially that of monitoring the equipment. Several of the tests were eliminated and only a dew point test required. This test involves checking the temperature at which moisture will form in the gas, is made two or three times per turn and takes about 5 or 10 minutes per test. Despite the reduction in work load, the Company continued to man the Gas Room with one Gas Attendant each turn because it was not certain when it might be necessary to reactivate the standby NX or DX equipment, and in any event, it continued to be necessary to have someone monitor the equipment from that location.

In 1965 Linde expanded its plant in the area and assured the Company that it could now provide an uninterrupted supply of nitrogen for the HN process. By 1969 this assurance had proved to be true and the decision was made to abandon the NX equipment which was removed from the Gas Room in April of that year. Shortly thereafter the Company installed instruments and recording equipment in the No. 2 Boilerhouse about 350' from the Gas Room which made it possible for the operations in the Gas Room to be observed from the No. 2 Boilerhouse. An automatic dew point analyzer was also installed with a recorder located in the No. 2 Boilerhouse. Other equipment was also installed such as an alarm system and automatic safety valves.

Beginning March 23, 1970 the Boilerhouse Helper job (J.C. 6) was assigned the duty of monitoring the annealing gas operation from the Boilerhouse and the job changed to a J.C. 8 because of these added duties. The classification of this changed job is not in issue here. At the same time the job of Attendant, Annealing Gas System, was terminated. Later in 1970 the DX equipment was removed from the Gas Room and shipped to another plant of the Company.

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In protesting the termination of the Gas Attendant job and the combination of its duties with that of the Boilerhouse Helper job, the Union sees a violation of Sections 2-B and 9 of the Agreement. It contends that all the duties of Gas Attendant continue to exist and have now been simply added to the Boilerhouse Helper whose previous duties have not diminished whatsoever. It is said that the mere installation of the monitoring devices in the No. 2 Boilerhouse was too minor in effect to constitute a valid Section 2-B-4 change. In this respect the Union points to evidence indicating that the Boilerhouse Helper must spend segments of time amounting to a total of one to two hours per turn in the Gas Room away from the Boilerhouse performing the duties added to the job. To the extent itemized in evidence, these duties required in the gas room consist of making two dew point tests per turn as a check against the accuracy of the analyzer, making any adjustments that might be indicated by the monitoring equipment in the Boilerhouse and drying out the tower if moisture accumulates.

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The Union also asserts that supervisors have been seen in the Gas Room performing Gas Attendant's work. The only specific evidence on this issue refers to an instance said to have occurred on March 23, 1970, the very day the Boilerhouse Helpers were first assigned the duties in question.

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Finally the Union asserts broadly that the failure to have an employee in constant attendance in the Gas Room creates an unsafe condition in violation of Section 14.

The Company contends that the protested combination of duties was proper Management action in light of (1) the already reduced activity in the Annealing Gas Room (2) the decision to abandon and scrap the NX equipment and (3) the installation of remote monitoring devices in the Boilerhouse. It is contended that the Board has recognized the Company's right to transfer work in the interest of efficient management and indeed to eliminate jobs in cases such as that involved here. It is the Company's view that neither Section 2-B nor 13 of the Agreement can be viewed as restricting Management's right to transfer the monitoring work from the Attendant, Annealing Gas System, to the Boilerhouse Helper job where the work can be done efficiently by the latter along with his other duties. It is said that the need for an Attendant to be on the spot monitoring the gas equipment was eliminated with the installation of the remote equipment in the Boilerhouse. It is noted that these instruments register temperature readings, the percent of hydrogen, the dew point reading and various pressure and flow readings. In addition, a warning signal has been installed in the Boilerhouse to alert the Helper to any problems that might need his attention in the Gas Room. In light of all these changes and the already reduced work load in the Gas Room, it is the Company's view that the protested transfer of duties to the Boilerhouse Helper and the termination of the Gas Attendant job did not violate the Agreement.

With regard to the claimed adverse effect of the new arrangement on the safety of the employees, the Company notes that like equipment (an AX unit) has been operated unattended elsewhere in the plant since 1952. It stresses also that the annealing gas system is equipped with automatic valves that shut down the operation in case of malfunction and that the Division of Industrial Safety of the State of California has inspected the operation and found no violation of State safety regulations.

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It is denied that any members of supervision have performed Gas Attendant's work since the change in question. It is asserted that at first it may have been necessary to have supervision do some demonstration work for the purpose of training the Boilerhouse Helpers who had not been adequately trained by the Gas Attendants.

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#### FINDINGS

The Union's position here seems to be premised on the view that, because the Gas Attendant job has been filled for many years and because there still are duties that must be performed in the Gas Room the Company could not properly terminate that job and assign its functions to the Boilerhouse Helper job.

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As noted in USC-418, "...The assignment of job duties - apart from its direct and recognized effect on job classification - is simply not the sort of thing that both men and Management reasonably could regard as setting a pattern for the future within the protection of Section 2-B...." In that same case the Board also established the principle that Section 9-D, standing alone, does not prevent Management from changing the job duties or assignments of a position

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rated job such as that involved here. Neither job in question here is a trade or craft job.

In this case the duties required of the Gas Attendant diminished substantially with the advent of the HN process in 1960. However, the job was still required to monitor the HN equipment in the Gas Room, make dew point tests, adjust the equipment as necessary and be available to operate the NX or DX gas generators that remained on standby. By 1969 it became apparent that the outside supply of raw product, primarily the nitrogen necessary for the HN process, would be available and the NX equipment was dismantled and scrapped. Shortly thereafter monitoring equipment was installed in the No. 2 Boilerhouse. This change in equipment along with the installation of the automatic dew point analyzer, the alarm system and automatic safety valves rendered it unnecessary to have a job in constant attendance in the Gas Room. As installed, the monitoring equipment appears to provide the Boilerhouse Helper with all the information necessary for that job to observe the Gas Room operation from the Boilerhouse and these added functions have been recognized in that job's description and classification. Although the Helper must now make several trips per turn to the Gas Room that at the outset at least totaled about one to two hours over the course of the turn, it has not been established that this has placed any contractually improper burden on the Helper or the Boilerhouse Operator. As noted the mere addition of new duties to a position rated job violate neither Section 2-B nor Section 9-D. And with the changes made in the operation enabling the monitoring of the Gas Room from the Boilerhouse, the basis for keeping a job in constant attendance at the former location was eliminated and, therefore, even assuming the existence of a Section 2-B-3 local working condition with respect to the assignment of a Gas Attendant, the transfer

of duties and termination of the Gas Attendant job were, under the circumstances of this case, justified under Section 2-B-4.

The evidence provides no basis for the Board to conclude that the current operation of the Gas Room without a Gas Attendant on the spot in that location has created a safety hazard in violation of Section 14. As to the alleged performance of duties by supervision in the Gas Room, it would of course be improper under Section 2-B-3 for supervisors to perform the work formerly assigned to and performed by the bargaining unit job of Gas Attendant and now part of the duties assigned to the Boilerhouse Helper. However, even if a supervisor did perform such work improperly on the one specific instance noted, this would hardly be a basis for finding the transfer of duties and the termination of the job protested here to be improper.

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denied. Accordingly, the grievances involved here will be

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AWARD

The grievances are denied.

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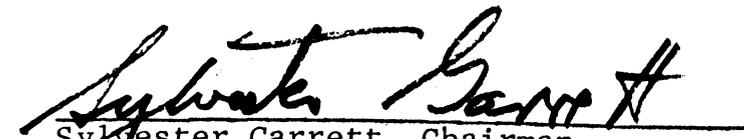
8.

USS-7952-S

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

  
Alfred C. Dybeck  
Assistant to the Chairman

Approved by the Board of Arbitration

  
Sylvester Garrett, Chairman