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United States Steel Corporation Sheet and Tin Operations Fairless Works and United Steelworkers of America Local Union 4889

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BOARD OF ARBITRATION

Case No. USS-5068-S

March 23, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Fairless Works

and

Grievance No. A-63-239

UNITED STEELWORKERS OF AMERICA
Local Union No. 4889

Subject: Termination of Job.

Statement of the Grievance: "We, the grievants, request that Management assign the proper employee at the proper job class to the position of Bradford Breaker.

"Facts: Management is circumventing the contract by assigning Laborers to perform work that through history has been performed by the Operator.

"Remedy Requested: Schedule employee on the Bradford Breaker job and pay all monies lost."

This grievance was filed in the Second Step of the grievance procedure December 19, 1963.

Contract Provision Involved: Section 9 of the April 6,
1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. USS-5068-S

This grievance from the Coke Plant at Fairless Works protests Management's termination of the Job Class 6 Crusherman (Bradford) job and its refusal to assign an employee to that job when the Bradford Breaker equipment operates, as violating Section 9 of the April 6, 1962 Agreement, as amended June 29, 1963.

A related problem was before the Board in USC-1860. The grievance there claimed that Management was compelled by Sections 2-B-3 and 9 to man the Crusherman (Bradford) job during turns when the Bradford Breaker equipment was not operating. That grievance was denied but without expression of opinion on the present issue, i.e., whether the Company was obliged to fill the Crusherman (Bradford) job when the equipment was operating. Thus, although USC-1860 dealt with the same equipment and job, and while it may contain some helpful statements, that Award does not necessarily rule the present problem.

The Bradford Breaker equipment was used in the past to crush and size run-of-mine coal and to remove foreign objects from coal. It operated only on day turn, seven days per week, since the plant received coal only on day turn. Management says that the run-of-mine coal formerly used at Fairless included much large-size coal and contained considerable contaminants.

In the past the Crusherman (Bradford) job, which manned the Bradford Breaker equipment, observed the conveying of coal at the breaker, watched to avoid blockages and mechanical failures and malfunctions of equipment, and engaged in substantial cleaning-up of spillage.

Over recent years, however, as found in USC-1860, the job had not performed Working Procedures 1, 2, 4, 6, and 12, which were its main operating duties.

Working Procedures 5, 7, 8, and 10 were its clean-up duties, which were substantial when handling run-of-mine coal. Management estimates that in the past the terminated job spent one and one-half to two hours out of eight in clean-up duties. The Company says that gradually it went from all run-of-mine, unwashed coal to 100% pre-washed and pre-sized (2" or less) coal by February of 1963. With clean coal and allegedly reduced spillage resulting from improved skirting on belts, installed in October and November of 1963, it is claimed that only about one to two hours per week are spent on clean-up at this location, and that is done now by Coal Handling Laborers, who always have performed clean-up duties throughout the Coke Plant. 6

Moreover, Management claims that 100% pre-washed coal is, for all practical purposes, substantially free of foreign objects, at least when compared to the volume of contaminants formerly received with unwashed, unsized coal. 7

Working Procedures 3 and 9 were the terminated job's main observing duties, and the Company feels that thermal overload controls (automatic heat detectors) and side-alignment limit switches on belts, both said to have been installed in September and October of 1963, which now shut off the equipment if main bearings become over-heated or if belts become misaligned, have made constant human attention unnecessary. 8

Since coal now comes pre-sized, the Bradford Breaker equipment is not operated for its former primary purposes of crushing and sizing coal. It is operated now only sporadically in order to remove contaminants and, during freezing weather, to break up lumps of frozen coal. 9

When routine operation of the Bradford Breaker was discontinued, Management ceased assigning an employee to fill the terminated Crusherman (Bradford) job, and that issue was resolved in USC-1860. 10

Since Management feels that pre-washed coal contains only a small fraction of the volume of contaminants formerly received and removed at the breaker with unwashed coal, that improved side-skirting on belts has materially reduced ordinary spillage there even when the breaker does operate, and that heat detectors and alignment switches have eliminated need for constant observation of equipment when the breaker does operate, it terminated the Crusherman (Bradford) job effective November 24, 1963, and now no employee is assigned there even when the equipment does operate. 11

Clean up of spillage now is performed by Coal Handling Laborers. The Top Conveyorman is responsible for starting and stopping the belt system through the Bradford Breaker at the beginning and end of the turn, as it always was. In changing to and from operation of the Bradford Breaker, maintenance employees flip the diversion gate, as they always did. 12

Management thus claims that when the Bradford Breaker operates under present circumstances, it is merely removing a substantially reduced volume of contaminants and breaking up frozen lumps of coal and not really crushing and sizing as before and, therefore, that the only duties of the terminated job which still remain are clean-up functions and that these properly are assigned to Job Class 3 Laborers who always have done that kind of work. 13

The Union claims that the Crusherman (Bradford) formerly was occupied about 99% of its time on clean-up duties and that that still remains true and, thus, that the job must be reinstated and filled. 14

FINDINGS

Since the evidence makes it clear beyond question that nearly all the duties once performed by the terminated Crusherman (Bradford) job have been eliminated, Management was not obliged to continue assigning an employee there to perform unnecessary functions and was entitled to terminate that job. Those clean-up duties which still are required in that area now are assigned to Job Class 3 Laborers who traditionally have handled such work throughout the belt system. Thus, there is no basis on which the grievance could be sustained.


15

AWARD

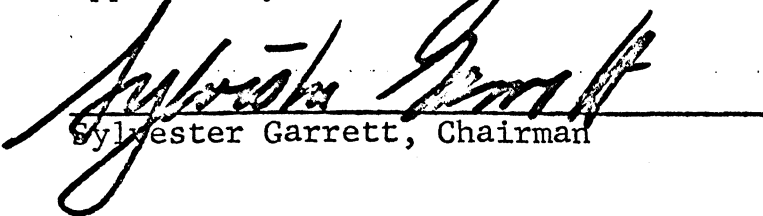
The grievance is denied.

16

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