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United States Steel Corporation Sheet and Tin Operations Fairfield District Works and United Steelworkers of Americ Local Union 1013

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BOARD OF ARBITRATION

Case No. T-1049

May 7, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Fairfield District Works

and

Grievance No. 225-10

UNITED STEELWORKERS OF AMERICA
Local Union No. 1013

Subject: Crew Size Reduction

Statement of Grievance: "We, the undersigned grievants protest Managements action in arbitrarily eliminating the job of Boiler Fireman at the Central Water Works. We further contend that the so-called elimination of the job of Boiler Fireman is in violation of Sections 2-B; 9; 13 and 14. We request that the job of Boiler Fireman be re-established and that we be compensated for all time lost as a result of the Companys actions."

This grievance was filed in the Third Step of the grievance procedure March 11, 1964.

Contract Provision Involved: Section 2-B-4 of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case T-1049

This case emanates from the Central Water Works Boiler House and Pumping Station of Fairfield Works and presents the request of two employees in the Power Production Department that Management be required to reestablish the job of Boiler Fireman (Job Class 5) by way of rectification of a violation of Sections 2-B, 9, 13, and 14. (The Section 14 argument was abandoned by the Union at the hearing.)

Union and Management are in agreement on the following facts: - Prior to January 31, 1964 the Boiler House was manned by a Job Class 12 Boiler House Operator and a Boiler Fireman. The Pumping Station, located some 50 feet across an intervening road, was manned by a Job Class 12 Pump Station Operator and a Class 7 Pump Station Helper. The Boiler House Operator Class 12 job, with appropriate changes, was continued in January 1964; the other three jobs were abandoned and were replaced by a Pump and Boiler House Groupleader (Job Class 14), and a Pump Tender (Job Class 8). The net effect was the elimination of the Boiler Fireman--one per turn around the clock. The grievants were Boiler Firemen and, subsequent to January 31, 1964, have been on layoff status or have filled temporary vacancies, or have worked on a Central Water Works pool job.

There are several prongs to the Union case. It is noted that Management has relied on Section 2-B-4 changes in eliminating a member of the Central Water Works crew operating near the Edgewater Coal Mine. The Union alleges that there have been insufficient changes in the basis for the crew size local working condition--at least since 1959 when the fuel utilized for firing Boiler House boilers was changed from coal to natural gas. The Union might concede that that 1959 conversion was basic and might then have justified a crew size change and the elimination of the Boiler Fireman. At this point, however, the Union swings into its primary allegation and states that grievants, being Negroes, have been historically barred from advancing to Pump Tender Helper, Pump Tender, Pump House Operator, or Boiler House Operator jobs because of the existence of separate lines of promotion. The grievants were in practice restricted to occupying Truck Driver, Boiler Fireman, and Boiler Cleaner jobs. Union testimony establishes that grievants have attempted to bid onto

higher jobs only to be consistently confronted by the fact that they were in a separate line of promotion. By 1963, states the Union, the white and colored lines of promotion were abolished as separate entities to conform with governmental requirements and, says the Union, to reflect the sincere desire of both Union and Company to embark on an equitable new departure. At this stage of development the Company "added insult to injury" by abolishing the Boiler Fireman job since this job, formerly in the grievants' line of promotion, was their springboard for attempts to obtain jobs then occupied by employees junior in continuous service. The transparency of this action and the alleged discriminatory motivation on which it was based is regarded by the Union as overriding the Boiler House and Pumping Station equipment changes enumerated by the Company in the Step minutes.

The Company attempts to rebut this challenge to its good faith by noting that four mechanical improvements had been installed at the Central Water Works by January 1964. These "improvements" were predicated on and made possible by the 1960 conversion from coal to natural gas but they constitute, in and of themselves, more than ample Section 2-B-4 changes in the basis for the crew which formerly included the Boiler Fireman. These changes affected every job in the Boiler House and Pumping Station operation and not merely the Boiler Fireman. The changes were: -

- (1) Installation of an electric feed water pump which eliminated the close observation of feed water pressure and the manual start-up of a steam pump before or after the shutdown of boilers as a result of low water pressure. Since January 1964 the automatic kicking in of the new water pump has eliminated close observation of water pressure and manual start-up.
- (2) Two electrically ignited oil burners with atomizers permit the start up of No. 3 Boiler should the natural gas supply fail and the No. 3 Boiler can then, in turn, atomize oil to start up No. 4 and No. 5 Boilers.
- (3) It is no longer necessary to observe the water level and manually adjust gauges to control that level since automatic water level controls have been installed on steam driven pump condensers at the Pump House.
- (4) A communications system has been installed between the Boiler House

and the Pump Station which enables the Pump and Boiler House Groupleader, the Boiler House Operator, and the Pump Tender to maintain constant communication with each other and to render prompt assistance when necessary. Since the Boiler Fireman had performed messenger services between the two locations, this duty has gone by the board.

The Company notes that the Boiler Fireman job was the lowest paid job in the group of four jobs, and considers it logical that the lowest paid job would be the one to be eliminated in a crew reduction. Moreover, it was part of the Boiler Fireman's duty to watch water level and pumps and to perform some of the manual functions eliminated as of January 1964. The automatic controls on water level and gas supply have largely eliminated actual manual labor, as well as attention time.

5

The Company attempts to counter the charge of discrimination by noting that of four Negro employees affected by the elimination of the Boiler Fireman job, two are permanently assigned to the Pump Tender job, a change of historical import at this particular location. Further, one of the grievants has filled the Job Class 8 Pump Tender job for as long as five months as vacation relief, the Pump Tender job being at a level of advancement which would have been closed to this grievant under the separate lines of promotion system.

6

The Company considers it unfortunate that these two grievants were affected by modernization and installation of automatic equipment, but states that equipment changes are based on cost and efficiency considerations which necessarily resulted in a reduction of the crew size and would have done so regardless of the racial antecedents of whatever employees had been assigned to the Boiler Fireman job.

7

FINDINGS

Essentially this case involves two problems: - were there Section 2-B-4 changes sufficient to justify the January 31, 1964 abolition of the Boiler Fireman Class 5 job;

8

and, if so, was there a discriminatory intent in effectuating such changes and changing the jobs as a result?

The series of equipment improvements based on automatic features affected the duties of assigned personnel at the Boiler House and the Pump Station to the extent of justifying the elimination of three jobs, including the Boiler Fireman job, the modification of the Boiler House Operator job, and the establishment of two new jobs--the Pump and Boiler House Groupleader and the Pump Tender. True, all of these changes did not occur in January 1964 but, being placed in operation in stages, reached their culmination in that month. It is also true that the changes on which Management bases its Section 2-B-4 contention were the result, in large degree, of potentialities for change stemming from the 1960 conversion from coal to natural gas as fuel, but the record does not justify a finding that the equipment changes could or should have been installed in late 1960--i.e., shortly after the fuel conversion. Rather, Management was justified on this record in making the cumulative changes and relying on them to realign job duties and reduce the crew.

9

The Union contention that the former duties of the Boiler Fireman job remain substantially intact is not persuasive. The grievance itself requests that the job be re-established and, in view of the foregoing, cannot be granted on the basis of Section 2-B-3 since no more than a residue of Boiler Fireman duties remained in existence subsequent to January 1964.

10

With regard to the second element in this case, this is really a seniority problem. If seniority rights of grievants were violated as part of some discriminatory scheme, the Union has the burden of showing the existence of such an illicit program. There may be situations, of course, where the circumstantial evidence would be substantial enough to carry reasonable conviction of a discriminatory intent. Such is not the case on this record, even though it is understandable that the elimination of the Boiler Fireman job, in view of the events occurring in years preceding 1964, should raise a suspicion in grievants' minds that they were being given a "fast shuffle." Thus the present case must be

11

approached simply on the basis of whether seniority rights of the grievants were overlooked. The two grievants believed that they were entitled to fill either the Class 8 Pump Tender job or the Class 12 Boiler House Operator job. The question of whether they in fact were so entitled cannot be decided on this record. There is no evidence, for example, to show just how these new jobs were filled: whether employees were permitted to bid on them, whether notices of vacancies were posted, what provisions of local seniority agreements were applicable, and the like. Nor is it now known what continuous service rights and dates were accorded to the grievants (in relation to other employees) after the two lines of promotion were merged.

The remarks of counsel in their closing statements indicated that at least one of the two grievants has filed a grievance to obtain a position on one of the three new jobs and that grievance will determine whether Management was justified in "not putting him on the job now, and forcing him to file another grievance." It will also decide whether the grievant was denied "some promotion or some appointment to one of these jobs because of his race."

12

A final note: - This grievance is denied on the basis that Section 2-B-4 changes existed to the extent that the elimination of the Boiler Fireman job was justified and that the elimination of that job was not motivated by discrimination directed toward these grievants. Nothing in this Opinion is directed toward deciding whether grievants' rights under Section 13 have been infringed in respect to other jobs in the new, merged line of promotion.

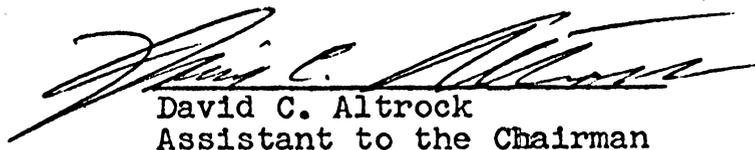
13

AWARD

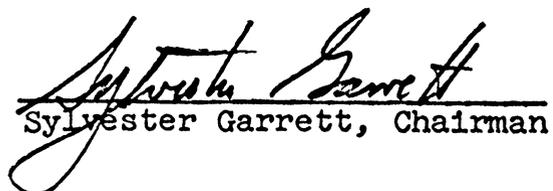
The grievance is denied.

14

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


David C. Altrock
Assistant to the Chairman

Approved by the Board of Arbitration


Sylvester Garrett, Chairman