

1-13-1971

# United States Steel Corporation Fairless Works and United Steelworkers of America Local Union 4889

Sylvester Garrett  
*Chairman*

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*Arbitrator*

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BOARD OF ARBITRATION

Case USS-7112-S

January 13, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
Fairless Works

and

Grievance No. SFL-68-399

UNITED STEELWORKERS OF AMERICA  
Local Union No. 4889

Subject: Local Working Condition

Statement of the Grievance: "We, the undersigned, protest management forcing us to a lower job class, when a furnace is down for a patch.

"Facts: Never in the history of Fairless Works has management forced employees to bump to a lower class job because of patch work.

"Remedy Requested: Same as statement and pay all monies lost."

Contract Provision Involved: Section 2-B of the August 1, 1968 Agreement.

Grievance Data:Date

Grievance filed:	October 22, 1968
Step 2 Meeting	November 27, 1968
Appealed to Step 3:	December 3, 1968
Step 3 Meeting:	December 11, 1968
Appealed to Step 4:	January 6, 1969
Step 4 Meeting:	February 19, 1969
Appealed to Arbitration:	July 16, 1969
Case Heard:	April 21, 1970
Transcript Received:	No transcript

Statement of Award:

The grievance is denied.

BACKGROUND

USS-7112-S

In this grievance from the Open Hearth Department at Fairless Works the Union protests as a Section 2-B-3 violation the bumping back of the three-man crew on No. 8 Furnace for two turns on which the furnace was down for a patch job. (A furnace crew consists of a First, Second and Third Helper.)

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No. 8 Furnace was taken off the line at 1:30 p.m. October 1, 1968, after the last heat was tapped, for a patch job on the roof, and remained down through the next two turns until 7 a.m. October 2. The crew working the shift on which the outage began was retained until 3 p.m., the end of the shift; and for the following two turns the furnace crews were rearranged in accordance with their seniority entitlement for a seven-furnace operation. In the latter part of the 11 p.m.-7 a.m. turn the First Helper normally assigned to No. 8 Furnace was returned to light up that furnace; and as of 7 a.m. October 2 the furnace crews were again arranged in accordance with an eight-furnace operation.

2

The Union's position is that in accordance with a long-standing practice, the crew members assigned to No. 8 Furnace should have been retained in their regular classifications on a standby basis for the period that the patch job was performed on the furnace. It contends that Open Hearth Superintendent William Maier could not recall a single case in which this practice was not followed; and that the Company's alternate argument of a 2-B-4 change has no basis in that the underlying reasons for retention of furnace crews, safety and performance of general maintenance duties, still remain.

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The Union's testimony in support of its position is to the effect that no crew member has ever been bumped back during a patch job; that the practice of retaining employees on a standby basis has been observed in all situations, including those of long duration or instances where patch jobs were anticipated and planned for; that there have been outages which have extended over three to four turns and the assigned crews were permitted to report in and remain on a standby basis.

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The Union witnesses testified also that when on standby they act as safety men to keep Masons away from the control panel and thereby prevent the accidental tripping of the emergency fuel valve. They also check the bulkheads in the basement, look for leakages and clean up behind the furnaces. Under cross-examination First Helper Harry Davis testified that the fuel lines are to be disconnected during a patch job but it is not done. 5

The Company argues that furnace crews were retained on standby in past outages for patching because less than a full turn was required for completion of the job; that the retention of crews on standby in outages extending beyond a turn has occurred only because the patch job lasted longer than expected due to unforeseen difficulties; that therefore, there is no past practice applicable to the circumstances of this case, where the patch job was planned and it was known in advance that the outage would last more than two turns; that should it nonetheless be found that a protected local working condition exists, the current method of pre-planning patch jobs of extended duration justified a change in the local working condition under Section 2-B-4. 6

In support of the Company's position Open Hearth Superintendent Maier testified that there have been one or two occasions when furnace crews were retained in outages extending beyond one turn. In one such case, cited by Union witness Davis, a new kind of brick was used, named Corhart. In "hot" patching of furnaces lined with this brick, Maier's testimony continues, the undamaged area will crumble while the patch job is being done. 7

Maier testified further that the change to bonded bricks, which are more durable but have the disadvantage of being difficult to hot patch, and the intensification of the hot box effect in the furnace because of the use of increased volumes of oxygen made "spur-of-the-moment" patching unfeasible; and that beginning in 1966 Management began to plan patch jobs to coincide to the extent possible with cleanouts and furnace rebuilds in order to reduce downtime. Planning of patch jobs has been facilitated, according to Maier, by the development of more durable brick and improved roof structure; and with the exception of patch jobs involving Corhart 8

brick, the completion time can be estimated within a maximum error of six hours.

### FINDINGS

The record does not support the Union's contention that consideration of safety and the need for the performance of general maintenance duties constitute the basis for retention of a crew on a furnace down for a patch job. The accidental tripping of the emergency fuel lines; and the other tasks the Union witnesses say they perform while standing by do not reflect a need for the retention of a three-man crew. The more reasonable conclusion is that a crew was retained, or permitted to report in, during outages because the furnace was expected to be put back in production before the end of the turn or reasonably soon thereafter; and that, as the term standby implies, the Company wanted a crew available at that time.

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Thus the true basis for application of the protected past practice cited by the Union does not exist under the facts in the present case, where the Company determined that the extent of the patch job would require the furnace to be down for over two turns and there was therefore no need for a crew to stand by. Accordingly, the Company did not violate Section 2-B-3.

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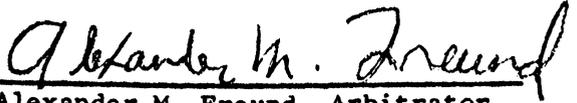
USS-7112-S

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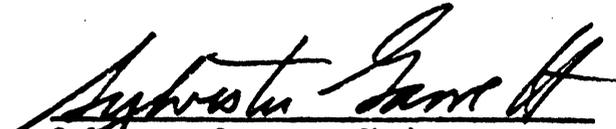
The grievance is denied.

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Findings and Award recommended by

  
Alexander M. Freund, Arbitrator

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

  
Sylvester Garrett, Chairman