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United States Steel Corporation Sheet and Tin Operations Irvin Works and United Steelworkers of America Local Union 2227

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BOARD OF ARBITRATION

Case No. USS-5328-S

March 31, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. SI-65-66

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Trade and Craft Jobs - Assignment of Work

Statement of the Grievance: "The grievants and the Union request the Company to fill the job vacancy created by Mr. E. Payne's retirement-Check No. 12607.

"Company failed to fill the vacancy with a Seniority Unit #30 incumbent.

"The Company assign a Unit 30 Incumbent to the duties previously performed by Mr. E. Payne."

This grievance was filed in the First Step of the grievance procedure December 15, 1964.

2.

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Contract Provisions Involved: Sections 2-B, 9, 13, and 14
of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award:

The grievance is sustained.

BACKGROUND

Case USS-5328-S

Boilermakers in the Central Maintenance Structural Shop of the Central Maintenance Department of Irvin Works assert that certain building inspecting duties should remain in their seniority unit under Sections 2-B, 9, 13, and 14 of the April 6, 1962 Agreement, as amended June 29, 1963.

1

At the start-up of Irvin Works in the late 1930's, employee Payne was recruited from National Works where he had twenty years experience as a Boiler Shop employee. At Irvin he was first assigned as an hourly-rated Foreman over incumbents of occupations that years later emerged from the Inequities Program as Boilermakers and Boilermaker Helpers. After a few months of this supervisory activity, he was reassigned as an hourly rated bargaining unit employee. He was then paid the highest rate in the Boiler Shop and was given a special assignment of making roving plant inspections. In this capacity, he first checked up on the construction work which was then under progress. After the construction program was completed, he inspected buildings and other structures for defects. Similar plant inspections were then made by hourly rated Engineering Department employees who prepared budget estimates for sheeting, painting, and structural repair to buildings, including crane runways. As a rule, Payne channeled his repair orders to Central Maintenance, the Engineering employees to outside contractors. Under the Inequities Program, Payne eventually was slotted as a standard rated Boilermaker.

2

In 1953 Management instituted a formalized program for inspecting buildings and structures for budget purposes, establishment of priorities and dealing with outside construction firms, and established the bargaining unit salaried job of Building Inspector, similar to that

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existing in other plants of Central Operations.* Initially, Payne cooperated with the Building Inspector but, gradually, Engineering employees assumed full responsibility for their aspect of the building inspection work until, in 1959, they discontinued any contact with Payne, and a second Engineering employee was assigned to assist the salaried Building Inspector.

Payne continued to make his building inspection trips and noted defects in his so-called "Butcher Book." He continued, as before, to write shop orders for items which he found to require immediate attention. Specifically, Payne checked for cracks in the rails and girders of crane runways, defects in downspouts, floors, steps, and handrails; he also looked out for defective equipment, such as compressors and generators. After completion of jobs by American Bridge, he inspected the performance of the work, particularly for plant safety.

Boilermaker Pingree took Payne's assignment when the latter was on vacations, with the exception of the 13-week extended vacation prior to Payne's retirement.

None of the Engineering employees ever wrote, or now writes, shop orders. Their findings are formalized in written memoranda and forwarded to various offices for consideration. Thus, it could happen that repairs were proposed in the building repair program for future attention which already had been performed by virtue of a shop order written by Payne, or by a Supervisor in an Operating Department.

* This job was given excluded status at some later date.

As early as 1960, Management allegedly concluded that Payne's informal daily inspections were a duplication of those made by the Engineering employees and served no useful purpose. In recognition of Payne's 40 years of service, Supervision is said to have decided nonetheless to continue his job until he retired. Payne remained at his work assignment until December 1, 1964 when he retired. He continued to write shop orders for necessary repairs up to that time.

7

The Union strongly disputed the Company's assertion that Payne's work had not contributed to the safety and proper repair of the premises in recent years. It is admitted that his ability to climb on crane runways and other elevated structures was somewhat limited prior to retirement due to advanced years. But the Union stresses that Payne's "Butcher Book" was the only comprehensive record and check on the performance of certain types of essential day-to-day maintenance on the premises.

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The Union holds that employees in the mill thus enjoyed a substantial safety protection from Payne's regular inspection trips, in which he discovered and initiated action to correct unsafe conditions. The Union also notes that such building inspection duties long were part of the Boilermaker craft job; it suggests that such duties therefore cannot be assigned to employees outside the trade and craft job and in another bargaining unit.

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The Company emphasizes that some building inspection work has been performed by employees of the Engineering Department since at least 1953. It argues that Payne's

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contribution to the safety of the premises was marginal at best. Management has discretion to discontinue certain work entirely; there is no evidence that the specific tasks performed by Payne were reassigned to other employees at the time of his retirement, and the duties performed by the excluded job of Building Inspector in the Engineering Department were not affected in any way.

A summary of Management's appraisal of Payne's work can be found in the following statement of the Step Four Minutes:

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"Boilermaker Payne's work prior to his retirement consisted of inspecting roofing, sheeting, windows, and structures. A minor portion of Payne's work was in duplication of the formalized inspection carried out periodically by the Engineering Department with whom the responsibility rests, organizationally, within the Company. The principal portion of Payne's time, however, was devoted to a day-to-day, intense, or perhaps minute, inspection for continuing daily maintenance purposes. This largely consisted of such items as window glass, hand rails, damaged sheeting, missing bolts, etc. Payne daily prepared extensive handwritten notes and drawings to describe what in his view required attention, to

"locate the problem for supervision. He used these preparations in an effort to convince Supervision what work should be performed. It was these time-consuming functions, principally, of Mr. Payne that Management has elected to do without. No other employee has assumed this detailed daily inspection, patrolling, and detailed report write-ups formerly performed by Mr. Payne."

(Underscoring added.)

FINDINGS

Payne's position has remained unfilled since his retirement and his duties have not been reassigned. As in Cases USC-1858 and USS-5133-W, the Board is requested to decide whether performance of specific duties is necessary, in the words of Section 14 of the Basic Agreement, "for the safety and health of (the Company's) employees." 12

Ever since Irvin Works started operations, Payne routinely checked for hazardous or defective conditions on the plant premises; he sent shop orders to maintenance for correction of such conditions. This clearly seems to have been one of the "reasonable provisions for the safety and health of its employees" which the Company made over the years, within the meaning of Section 14-A of the Basic Agreement. 13

In this connection it is worth noting that the job of Building Inspector, in the Engineering Department, is not charged with immediate correction of unsafe conditions 14

existing in the mill; rather, these salaried employees survey buildings for the preparation of long-range and prospective budgets for the over-all maintenance of the premises; they did not and do not, originate shop orders for immediate repairs. The continued existence of this job thus cannot be considered as a substitute for the long established implementation of Section 14-A of the Basic Agreement at Irvin Works by use of a Boilermaker to inspect for unsafe conditions, nor is there any indication that the Company made other provision to assign Payne's duties in such a way as to continue this particular provision for maintaining the safety and health of Irvin Works employees. Since the record does not reflect any changes in underlying circumstances which would justify elimination of duties performed by Payne, an employee in Seniority Unit No. 30 shall be assigned to perform such duties.

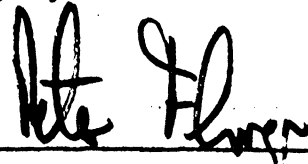
AWARD

The grievance is sustained.

7.

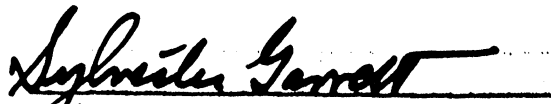
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Findings and Award recommended
pursuant to Section 7-J of the
Agreement, by



Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman