3-23-1965

United States Steel Corporation Sheet and Tin Operations Fairfield District Works and United Steelworkers of Americ Local Union 1733

Sylvester Garrett

BOARD OF ARBITRATION

Case No. T-1052

April 23, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Fairfield District Works

and

Grievance No. 157-253

UNITED STEELWORKERS OF AMERICA
Local Union No. 1733

Subject: Changed Job Assignment

Statement of the Grievance: "We request that the Car Inspector job at the Fairfield Coke Works, the 8 to 4 turn, be put back on and that the incumbent of the job be paid for all money lost due to the changed job."

This grievance was filed in the First Step of the grievance procedure May 3, 1963.

Contract Provisions Involved: Sections 2-B and 14 of the April 6, 1962 Agreement.

Statement of the Award: The grievance is dismissed.

This case protests Management's decision, effective April 1, 1963, to no longer assign a Car Inspector from the Rail Transportation Department to the Fairfield Coke Plant from 8:00 p.m. to 4:00 a.m. and alleges violation of Sections 9-D, 2-B, and 14 of the Basic Agreement. (The position of the parties at the hearing established that Section 9-D is no longer a factor for present consideration, since applicability of that Section was disposed of in Case T-1035.) 1

Union witness Stack, formerly the Car Inspector on the night turn at the Fairfield Coke Works and presently a Car Repairman, testified that his former duties encompassed inspection of brakes, air lines, doors, etc., and maintenance duties. Inspection and maintenance duties were performed before and after coal and coke railroad cars had been unloaded. His work volume was directly related to the number of cars arriving for unloading and this number of cars, in turn, is dependent on the number of operating coke batteries. There was a low level of coke production April 1, 1963 and this level has been substantially increased due to improvement in business conditions. 2

Union and Company agree on what occurred subsequent to the decision not to assign a Car Inspector at the Fairfield Coke Works: - The comparable Car Inspector at the Ensley Steel plant was furnished a pick-up truck and was assigned, in part, the inspection and maintenance duties formerly performed by the Car Inspector at the Coke Works, i.e., he spent part of his eight-hour turn at Ensley, drove approximately three miles to the Coke Works, did some inspection at the Coke Works, and then returned to Ensley where the truck was housed. There are marked discrepancies in the positions of the parties as to how much time was spent at the Coke Works by the Ensley Car Inspector. Apparently hours and minutes per night turn varied and it also seems clear that there were occasions when the Ensley Car Inspector did not appear at the Coke Works at all. 3

The Union cites Cases T-849, 850, 851 and 852 as establishing "that the number of assigned maintenance men can constitute a local working condition in absence of changed conditions." In the instant case, there have been no changed conditions. Railroad cars still arrive at the Coke Works for 4

dumping; safety still requires that the brakes be checked and that quick repairs be made; knuckles, which frequently break in cold weather, must be located; key bolts must be occasionally replaced, drawing on a supply which Management has made available; air hoses are burned through in cold weather when a car and load are heated prior to dumping.

In the face of an entrenched practice of assigning a Car Inspector to the Fairfield Coke Works for a full eight hours, which the Union considers protected by Section 2-B, the removal from the job of the Fairfield Coke Works Car Inspector and the assignment of his duties to another Car Inspector who cannot, from the very nature of his duplicate responsibilities at two locations, render maintenance and inspection services at the Coke Works in a manner comparable to the services prior to April 1, 1963, constitutes a hazard. This deficiency is the root of the Union's claim that Section 14 has been violated, since a lesser amount of inspection is correlated with a greater degree of hazard and danger stemming from defective equipment going undetected. This matter, of course, is compounded by the increased number of cars now being unloaded to service a larger number of operating batteries and to stockpile. The Company's decision to telescope two jobs into one has contributed materially to the work hazards of train crews and Car Droppers. At this point the Union notes that the Fairfield Coke Works Car Inspector did not restrict his efforts to Company owned cars, but performed the same duties with regard to so-called "foreign cars"--railroad cars owned by such companies as the L & N Railroad. 5

The Company presentation has several aspects. First, the Company's grieved action does not involve any violation of the obligations of the Company to the Union as such. Second, the grievance is signed by a single employee, the Chairman of the Grievance Committee, and this employee was not assigned to the Coke Works here involved and therefore was not "being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question." It follows, per the Company rationale, that a safety question is not properly before the Board in this case. Third, Management maintains that it is the Company's responsibility to decide the degree and percentage of car inspection to be done and that there is no 6

enforceable local working condition under Section 2-B which requires the assignment of two full-time Car Inspectors--one at the Fairfield Coke Works and one at Ensley.

The Company, of course, asserts that sufficient inspection is still being done. Management testimony is to the effect that less inspecting is being done at the Coke Works but Management then points out that there are several other plant and mine locations where inspection is done with the end result that railroad cars are inspected, at one place or another, at sufficiently frequent and satisfactory intervals. Management here notes that the number of Car Inspector turns have varied over the years and alludes to the fact that railroad cars may arrive at the Coke Works at any hour in a 24-hour period despite the fact that 24-hour car inspection was not provided at the Fairfield Coke Works either before or after April 1, 1963. In fact, the end result of the April 1, 1963 decision not to assign a 8:00 p.m. to 4:00 a.m. Car Inspector at the Coke Works and to farm out part of his duties to the Ensley Car Inspector, resulted in a net reduction of eight Inspector hours per day at both the Coke Works and Ensley. 7

FINDINGS

Seemingly the decision of the Company not to assign a Car Inspector on the 8:00 p.m. to 4:00 a.m. turn at Fairfield Coke Works did not violate an obligation of the Company to the Union as such and Section 6-E is not applicable. 8

The record requires the conclusion that some inspection was discontinued, although it is seemingly impossible to ascertain the percentage with precision. In any event, there is no obligation under Section 2-B that any given type or amount of inspection must be maintained. 9

All persons concerned agree that there is probably less inspection work being performed at the Coke Works now than before April 1, 1963, the Company characterizing present inspection as adequate and the Union regarding it as inadequate and unsafe. It is at this point that the 10

Board is confronted by the fact that this case was not filed by or processed for an employee who was "being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question." This fault, coupled with a less than complete record on the merits of the safety argument, is fatal insofar as Section 14 is concerned. It must be apparent, however, that any diminution of safety standards which might result from a somewhat less intensive inspection of railroad cars at the Coke Works would be of Section 14-C interest to employees being required to work under the new conditions.

AWARD

The grievance is dismissed.

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