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# United States Steel Coporation Sheet and Tin Operations Fairfield Works and United Steelworkers of Americ Local Union 2210

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BOARD OF ARBITRATION

Case USS-7723-S

February 2, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Fairfield Works

and

UNITED STEELWORKERS OF AMERICA  
Local Union No. 2210

Grievance Nos.  
SF-69S-13  
SF-69S-14

Subject: Assignment of Work to a Job

Statement of the Grievances:

SF-69S-13

"THAT WE THE UNDERSIGNED EMPLOYEE'S  
HAVE BEEN GRIEVED BY MANAGEMENT VIOLATING SECTION NINE  
(RATES OF PAY-CLASSIFICATION).

"Facts: THAT ON 1/10/69 MANAGEMENT  
BEGAN TO REQUIRE MASTER SCHEDULER (ACCEPT) J C 10 TO  
PERFORM MASTER SCHEDULER (SERVICE) JC 11 WORK. THERE  
IS AN ESTABLISHED JOB TO PERFORM SERVICE WORK AND IT  
HAS NOT BEEN REDUCED IN ACCORDANCE WITH THE AGREEMENT.

"Remedy Requested: THAT MANAGEMENT  
STOP TRYING TO UNDERCUT OUR RATE STRUCTURE AND TO ABIDE  
BY THE JOB CLASSIFICATION PROGRAM."

SF-69S-14

"I HAVE BEEN GRIEVED BY MANAGEMENT IN THAT THEY HAVE DENIED ME THE RIGHT TO PROMOTE TO THE JOB OF MASTER SCHEDULER (SERVICE). JOB CLASS 11.

"Facts: ON 1/10/69 MANAGEMENT BEGAN TO REQUIRE MASTER SCHEDULER (ACCEPT) J. C. 10 TO PERFORM MASTER SCHEDULER (SERVICE) WORK. THIS HAS HISTORICALLY BEEN MASTER SCHEDULER (SERVICE) WORK & HAS BEEN PROPERLY CLASSIFIED AS J. C. 11.

"Remedy Requested: THAT THIS WORK BE DONE BY THE PROPER JOB & THAT I BE PAID FOR ALL MONIES LOST AS A RESULT OF THE ABOVE."

Contract Provision Involved: Section 9-C of the August 1, 1968 Salaried Employees Agreement.

Grievance Data:

	<u>Date</u>	
	<u>SF-69S-13</u>	<u>SF-69S-14</u>
Grievance Filed:	2- 3-69	2- 3-69
Step 2 Meeting:	2-12-69	2-12-69
Appealed to Step 3:	2-12-69	2-12-69
Step 3 Meeting:	4- 7-69	4- 7-69
Appealed to Step 4:	9-16-69	9-16-69
Step 4 Meetings:	9-23-69	9-23-69
	2-20-70	2-20-70
Appealed to Arbitration:	4-11-70	4-11-70
Case Heard:	8-19-70	8-19-70
Transcript Received:	9-10-70	9-10-70

Statement of the Award: A new job will be described and classified at the paint line incorporating the acceptance and service functions being performed at

3.

USS-7723-S

that location and the Form G heretofore issued with respect to the Master Scheduler (Plant Code 106-245) will be withdrawn. Grievance SF-69S-13 is denied in all other respects and Grievance SF-69S-14 is returned to the parties to be held pending resolution of the job description and classification issue that must be resolved.

BACKGROUND

USS-7723-S

In these two grievances from the Production Planning Department, Sheet Mill, Fairfield Works, the Union contends that the Company has improperly assigned service functions to the job of Master Scheduler, Job Class 10 (commonly known as Master Scheduler (Acceptance)) in violation of Section 9-C of the August 1, 1968 Salaried Employees Agreement.

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Throughout the years there have existed in the Production Planning Department--Sheet Mill the salaried jobs of Master Scheduler (Service), Job Class 11 and Master Scheduler (Acceptance) Job Class 10. (In 1963 the service job was changed and as a result of the elimination of certain directional duties the total classification was reduced from 10.6 to 10.1 but since the change was less than a full job class the job remained at Job Class 11. Despite several changes in the acceptance job up through 1967, its total classification has remained at 9.7 for a Job Class 10.)

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The basic difference between the service and acceptance functions has been adequately set forth in the Company's brief as follows:

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"Generally speaking, the distinction between acceptance and service functions is that 'acceptance' includes such items as the initial inquiry from District Sales offices, determination whether the base material can be provided, whether the paint system is compatible with the customer's end use, whether the Paint Line can produce the product desired, etc. If the inquiry develops into an order, the order is entered through the central office of Production Planning at the Sheet Mill.

"After the order is accepted and entered, it is scheduled for production and a promise or commitment is made as to when it will be shipped. The acceptance function ends when the order has been entered, scheduled, and promised. From that point the 'service' function assumes responsibility and is the contact for district sales with respect to such matters as order changes, including changes in quantity, size, specifications, mill treatment, method of shipment, promise dates, etc."

Ordinarily through the years since 1962 the production planning functions of these two jobs have been performed in a central office in the Sheet Mill where normally 4 Master Schedulers (Acceptance) and 5 Master Schedulers (Service) have handled respectively the acceptance and service functions for hot rolled and cold rolled product, galvanized sheets and paint line product.

This dispute involves the performance of the above functions as they pertain to the Continuous Strip Paint Line that began operations in late 1965. This facility consists of a 60" Continuous Paint Line for coating sheet in coil form, a 60" Shear Line for producing cut-length painted sheets and a 60" Slitting Line that was added in 1967.

During the early years of this operation which is the only type of its kind within United States Steel Corporation, a considerable amount of experimentation and development was necessary in addition to the normal start up problems experienced with any new facility.

In 1967 it became apparent that a substantially greater amount of orders had been accepted than could be produced on the line in accordance with their promise dates. This situation resulted in the necessity to make substantial changes in the promise dates for these orders and for a period of time no orders for painted product were accepted. As part of the endeavor to rectify this problem, employee Goodwin, a Master Scheduler (Service), was assigned from the central office to the paint line office to perform service work connected with the rescheduling of the painted product orders that had been accepted but could not be produced in accordance with their original promise dates. This assignment began on December 3, 1967 and ended on March 9, 1968 when he was returned to the central office of Production Planning. Throughout this period of assignment a Master Scheduler (Acceptance) in the central office continued to perform whatever acceptance work was necessary connected with the paint line.

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After Goodwin returned to the central office the service work connected with the paint line continued to be performed by a Master Scheduler (Service) from the central office and the acceptance work for that facility by a Master Scheduler (Acceptance) also working in the central office. According to the Company witnesses, more and more of the paint line scheduling work was now of an acceptance nature and less of it involved service work. However, unique problems existed with respect to accepting orders for painted product that often required detailed discussion between the Master Scheduler (Acceptance) and operating personnel. Because of this it was decided to have the acceptance work performed on the site by the assignment of a Master Scheduler to the paint line location full time. At the same time this individual was to be assigned any of the service work connected with the paint line that might be required.

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However, because the work was to be primarily of an acceptance nature, a Job Class 10 Master Scheduler (Acceptance) was reassigned rather than the Job Class 11 Master Scheduler (Service). Thus on January 10, 1969 a Master Scheduler (Acceptance), named Adair, was assigned to the paint line and has worked there since that time performing both the acceptance and service work required on the paint line. In order to comprehend the addition of the service work, the Master Scheduler (Acceptance), job was issued a Form G on January 31, 1969 adding the following as Item 10 of the Working Procedure:

"Provides customers service through collaboration with Sales Division in matters pertaining to shipping schedules, combination shipments, barge releases, export booking, credit arrangement, and preferencing special rush orders, etc."

Another grievance is now pending in Step 3 having to do with the classification consequences of this change.

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Grievance No. SF-69S-13 herein was filed as a protest against the Company's assignment of a Master Scheduler (Acceptance), Job Class 10, on the basis that this work has always been performed by a Master Scheduler (Service), Job Class 11, and, therefore, the Company's assignment of service work to the acceptance job would undermine the established rate structure in the Production Planning Department. It is noted that on the previous occasion when a Master Scheduler was sent to the paint line a Job Class 11 job was assigned to that location. It is also generally asserted that for undisclosed reasons the Company was motivated in its action by a desire to avoid the assignment of the grievant in the second

grievance herein (SF-69S-14) who is the most senior Master Scheduler (Acceptance) and would have been entitled to the assignment if the job of Master Scheduler (Service) had been utilized.

The Company contends that the one three-month assignment of a Master Scheduler (Service) to the paint line, made under special circumstances, could hardly ripen into a local working condition requiring that any future assignment to the paint line be that of a Master Scheduler (Service). It asserts that by the time the instant assignment was made the service aspect of the work had reached normal and what was really needed on the scene at the paint line was a Master Scheduler to perform primarily acceptance work. Since there was a small amount of service work to be performed, it was decided to assign that work also to the particular Master Scheduler assigned to the paint line and a Form G was issued to the acceptance job in order to reflect this additional duty. The Company points to such Awards as CI-257 and A-650 as establishing contractual justification for such a transfer and re-assignment of work requirements from one job to another. On the basis that its failure to fill the Master Scheduler (Service) job at the paint line was contractually proper, the Company points out that no vacancy in the service job existed to be filled by the grievant in SF-69S-14.

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#### FINDINGS

On the evidence presented here there is simply no basis for concluding that in making the protested assignment of work at the paint line the Company was motivated by a desire to prevent a particular employee from receiving that work in accordance with his seniority. At most the record contains only a bare allegation of such a capricious or arbitrary motive in making the assignment. Thus the rights of

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the grievant in SF-69S-14 must turn on whether the assignment at the paint line represented a promotion to which he was entitled by virtue of his seniority.

It is true that, prior to the assignment in question, service work had been assigned to the Job Class 11 Master Scheduler (Service) and acceptance work to the Job Class 10 Master Scheduler (Acceptance). But as indicated in CI-257 and related Awards such a past pattern of assignment provides no contractual basis for holding that Management is prevented from varying job assignments and duties as the legitimate needs of the business dictate so long as the proper classification of any resulting job is maintained. In other words, no basis has been established by the Union warranting a conclusion that work of a service nature must always be assigned to the particular job of Master Scheduler (Service). This is not a case of the Company's attempt to reassign duties of a trade or craft job where such duties have always been recognized as within the exclusive jurisdiction of such job. Here the Company acted upon a need to have a job assigned on the scene at the paint line to perform duties that, on the credited evidence presented here, must be viewed as consisting largely of acceptance work but with about 30 percent of the work consisting of service work.

There remains, however, the question of what is the proper job to which these duties should be assigned. The Union objects to the assignment of the work and the issuance of the Form G to the Job Class 10 job. But, given the right of the Company to assign both service and acceptance duties to the paint line to one job, it cannot be said to have been any less proper to change the acceptance job than it would have been to issue a Form G changing the Job Class 11 service job adding thereto the acceptance function. An objection to either course of action, if motivated largely on the basis of the present classification of the two jobs, would seem to have had equal validity.

An examination of all the relevant factors involved here leads to the conclusion that in reality the Company's assignment of duties did not constitute a true change of either job but rather the creation of a new job. Heretofore the two scheduling functions had been performed separately by two established jobs largely from the central office. The assignment in question did not change the basic nature of either of the two jobs since they continued to be performed in the same manner as always at the central office. Despite the broad language of the Form G in issue here, the service functions at the central office continue to be performed by the Job Class 11 Master Scheduler and the acceptance function by the Job Class 10 Master Scheduler. At the paint line there has not only been a change in the work site of the job but also a change in the function at that location since for the first time a Master Scheduler is performing not only the acceptance functions but also a significant amount of service work. Under these circumstances the job at the paint line must be viewed under Section 9-C as a new job performing the merged service and acceptance functions for the paint line and, therefore, entitled to a description and classification as a new job under the Manual.

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Therefore, under the peculiar facts of this case, the job at the paint line will be described and classified as a new job and the Form G heretofore issued with respect to the acceptance job will be withdrawn. The grievance will be denied to the extent that it protests the assignment of duties that have been made at the paint line and any action with respect to Grievance No. SF-69S-14 will be reserved until it is determined whether that grievant's seniority entitles him to the new job to be established at the paint line.

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AWARD

A new job will be described and classified at the paint line incorporating the acceptance and service functions being performed at that location and the Form G heretofore issued with respect to the Master Scheduler (Plant Code 106-245) will be withdrawn. Grievance SF-69S-13 is denied in all other respects and Grievance SF-69S-14 is returned to the parties to be held pending resolution of the job description and classification issue that must be resolved.

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

  
Alfred C. Dybeck  
Assistant to the Chairman

Approved by the Board of Arbitration

  
Sylvester Garrett, Chairman