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United States Steel Corporation Eastern Steel Operations National-Duquesne Works and United Steelworkers of America Local Union 1408

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BOARD OF ARBITRATION

Case No. USS-8131-T

February 12, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
EASTERN STEEL OPERATIONS
National-Duquesne Works

and

Grievance No. TN-70-51

UNITED STEELWORKERS OF AMERICA
Local Union No. 1408

Subject: Reassignment of Duties

Statement of the Grievance: "Transferring jobs out of dept. to another.

"Facts: All foreman performing work that is covered by collective bargaining regulations hinders production.

"Remedy Requested: Put inspector back on grinding."

Contract Provisions Involved: Sections 2-B and 9 of the August 1, 1968 Agreement.

Grievance Data:Date

Grievance filed:	April 3, 1970
Step 2 Meeting:	April 13, 1970
Appealed to Step 3:	Not Available
Step 3 Meeting:	April 16, 1970
Appealed to Step 4:	May 13, 1970
Step 4 Meeting:	June 10, 1970
Appealed to Arbitration:	October 22, 1970
Case Heard:	February 4, 1971
Transcript Received:	None

Statement of the Award:

The grievance is denied.

BACKGROUND

USS-8131-T

This grievance from the Electric Weld and High Strength Products Department of National Works alleges that Management's decision to cease assigning an Inspector (Magnaglo) to work with Grinders violates Sections 1, 2, 4, and 9 of the August 1, 1968 Agreement. 1

Three incumbents of the Job Class 11 Inspector (Magnaglo) always have worked in the dark "tent," where magnetic particles are run over magnetized pipe. The particles collect at seam, shear, and cut defects and glow under black light. The Inspectors (Magnaglo) then mark the site of such defects with chalk. Pipe then is brought out to one of three grinding tables, and Swing Grinders (High Strength Products) or Portable Grinders (High Strength Products) grind out the marked defects. 2

In the past, there was a fourth Inspector (Magnaglo), and he worked with the Grinders. As a Grinder would grind out a defect, he would call the Inspector (Magnaglo) who would pass on whether or not the defect properly had been ground out. That Inspector (Magnaglo) also performed a few other functions of the Inspector (Magnaglo) job. 3

Inspection of pipe actually took place at three stations in the past. First, inspection for these defects occurred and still does go on in the "tent" by three Inspectors (Magnaglo). Second, the fourth Inspector (Magnaglo) used to check in order to determine whether or not marked defects had been ground out at the grinding tables after Magnaglo inspection. And third, after the pipe has gone through the cut-off machine, threading machine, coupling process, and hydrostatic testing, it goes to the final inspection table where it is inspected for acceptance or rejection for shipment to the customer. At that final inspection stage, along with other checks, the efficiency of the grinding out of marked defects was and is inspected, similar to the inspection at the grinding tables. 4

The Company says that it reviewed its processes in early 1970 and decided for cost-reduction reasons that it did not need the Inspector (Magnaglo) at the grinding tables. It 5

thus ceased assigning an incumbent at that station. At the same time the duties of checking pipe for wall tolerance after grinding by use of a depth gauge and marking pipe for recuts, as required, were added to the two Grinding jobs, with resulting impact on two factors of those jobs.

The result is that the three Inspectors (Magnaglo) continue to inspect pipe in the "tent," as before, and final inspection also is maintained, as in the past. The difference, which gave rise to this grievance, is that the Inspector (Magnaglo) no longer is assigned at the grinding tables to inspect efficiency of the grinding out of marked defects. To the extent that that still is done at the grinding tables, it is done now by Grinders.

The Union claims that Management thus has reduced the crew of Inspectors (Magnaglo) from four to three, in violation of 2-B-3. It is argued also that assignment of an Inspector (Magnaglo) at this station has gone on for so long as to become protected by 2-B-3, which assignment thus could be changed only for a reason justified under 2-B-4.

It is said also that the Company improperly transferred duties from the Inspection Department to another department, and that cost reduction is not a proper reason for elimination of a job. The Union feels in essence that Management did not eliminate this in-process inspection but, without any change in equipment or methods, simply transferred it to grievants.

FINDINGS

It should be made clear at the outset that not all of a regular Inspector's (Magnaglo) duties were assigned to Grinders, nor even all of the relatively small portion of those duties which were done by that Inspector (Magnaglo) who used to be assigned at the grinding tables. The Grinders now "inspect" only the area they have just ground, and they mark pipe for recuts. Moreover, the Inspector (Magnaglo) job has not been eliminated; what has

happened is that an incumbent no longer is assigned at the grinding tables. Furthermore, final inspection continues to check for grinding defects, as it always did.

No violation of 2-B-3 appears in the circumstances of this case, for the Inspector (Magnaglo) assignment that was discontinued never was part of a "crew" with the other three Inspectors (Magnaglo) who work in the "tent." In dealing with a position-rated job such as this one, it is clear that an assignment of an incumbent at a given station or assignment of a particular set of duties to that incumbent does not ripen into a local working condition which could prevent reassignment of the duties and elimination of the assignment. 10

Absent crew-size concepts, the fact that Management eliminated the assignment without any triggering change in equipment or methods and in order to reduce costs presents no violation of the Agreement. 11

Accordingly, the grievance will be denied. 12

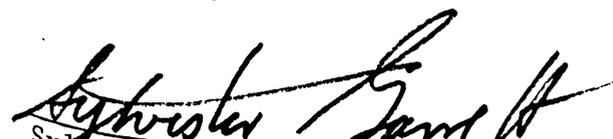
AWARD

The grievance is denied. 13

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


Clare B. McDermott
Assistant Chairman

Approved by the Board of Arbitration


Sylvester Garrett, Chairman