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United States Steel Corporation Tubular Operations Fairless Pipe Mill, Lorain Works and united Steelworkers of America Local Union 5030

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BOARD OF ARBITRATION

Case USS-4867-T

February 14, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
TUBULAR OPERATIONS
Fairless Pipe Mill, Lorain Works

and

Grievance No. NL-F62-106

UNITED STEELWORKERS OF AMERICA
Local Union No. 5030

Subject: Local Working Condition - Assignment of Work

Statement of the Grievance: "We question Management's right to direct others than the incumbents of the Shipping seniority group who have done all the shipping of material from National Tube, Lorain - Fairless Works.

"That Management did without just cause discriminately violate the basic labor agreement by circumventing the grievance committee.

"That the job of shipping coils be properly restored to the warehouse shipper and that he be compensated for earnings lost."

This grievance was filed in the Second Step of the grievance procedure October 22, 1963.

2.

USS-4867-T

Contract Provisions Involved: Sections 2 and 13 of the April 6, 1962 Agreement, as amended June 29, 1963, and the July 14, 1959 Local Seniority Agreement between Fairless Division of Lorain Works and Local Union 5030.

Statement of the Award:

The grievance is denied.

FINDINGS

Case USS-4867-T

This grievance protests the assignment of coil shipments to destinations outside of Fairless Division of Lorain Works to the job of Stocker (Coils) in the Weld Mill Division as a violation of Sections 2-B and 13 of the April 6, 1962 Agreement, as amended June 29, 1963, and the July 14, 1959 Local Seniority Agreement.

1

Shipments of skelp coils out of the mill were made by Fairless Pipe Mill for the first time in May of 1962. The shipping work was assigned to the so-called Seamless Yard Shipping Crew in the Warehouse and Shipping Department. When the Seamless Yard activity was discontinued in October of 1962, the intermittent coil shipments to outside destinations were handled by a Loader, Job Class 9, also from the Warehouse and Shipping Department, who was dispatched from there to the Coil Storage area in the Skelp Mill Department. A Loader Helper was upgraded to this job for the duration of the assignment.

2

At that time Management was not certain whether outside skelp coil shipments would continue. However, in September of 1963 it became certain that they would remain a regular function.

3

Management then reviewed shipping procedures and decided to assign the shipping of coils to outside destinations to the job of Stocker (Coils) who already handled the transfer of coils to the Weld Mill.

4

The Primary Function of the job of Stocker (Coils), Job Class 13, is:

5

"Transfers coiled skelp from Skelp Mill storage and selects, loads, and delivers the proper number, size, and grade of coils to Continuous Weld Mills."

Working Procedure No. 5 reads as follows:

6

"Selects coils of proper size, gauge, grade and heat number from storage and directs crane by signals in loading transfer car for delivery to Continuous Weld Mills in accordance with predetermined production schedules. Records weight of each coil delivered to Weld Mills on prescribed form."

The Company added the following Working Procedures to the job description and classification of that job by Form G:

7

"Selects coils of proper size, gauge, grade and heat number from storage and directs crane by signals in loading cars and trucks according to customers specifications, loading and shipping regulations, and shipping schedules.

"Positions and fastens bulkhead in cars.

"Records coils shipped on prescribed forms."

The duties described by these new working procedures are similar to those already encompassed by the job description except that they refer to shipments to "customers" instead of to the "Continuous Weld Mill." In practice, the Stocker loads coils destined for the Continuous Weld Mill on a transfer car while coils going to outside customers are loaded on trucks. Paperwork is involved in either case.

8

The Union claims that the work should remain assigned to employees in the Warehouse and Shipping Department, specifically to the job of Loader whose Primary Function is:

9

"To direct and participate in storing pipe and in assembling, preparing and loading pipe for shipment by car or truck."

Assignment of the job of Stocker (Coils) to intermittent work, performed at his regular work station and embraced as to function by his job description even prior to the issuance of the Form G can hardly be considered a violation of Section 13 of the Basic Agreement under the circumstances here present, particularly since the change did not reduce the number of employees in the Warehouse and Shipping Department.

10

Also, the initial relatively short assignment of the work to Loaders cannot be considered as establishing a working condition under Section 2-B of the Basic Agreement.

11

AWARD

The grievance is denied.

12

4.

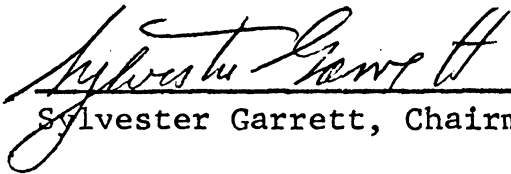
USS-4867-T

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