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

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BOARD OF ARBITRATION

Case USS-5290-S

February 24, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
Irvin Works

and

Grievance Nos. SI-65-44;
-46; -63

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Claimed Local Working Condition.

Statement of the Grievances: Grievance SI-65-44:
"Management assigning duties of
Unit 49 employees to Unit 13 employees."

Grievance SI-65-46:
"Management assigning duties of
Unit 49 employees to Unit 11 employees."

Grievance SI-65-63:
"Management assigning duties of
Unit 49 employees to Unit 13 employees."

These grievances were filed in
March and April, 1965, in the First Step of the
grievance procedure.

2.

USS-5290-S

Contract Provisions Involved: Sections 2-B-3 and 13-B of
the April 6, 1962 Agreement.

Statement of the Award: The grievances are denied.

BACKGROUND

Case USS-5290-S

1
These three grievances from the Tin Finishing Department and the Metallurgical and Inspection Department of Irvin Works claim that Coilers, Coil Feeders, and Shearmen on the Electrolytic Tinning Lines (Seniority Unit 13), and Stockers in Black Plate Finishing (Seniority Unit 11) now are being required improperly to use micrometers to gauge each coil as processed and that this work should be done by Inspectors from the Metallurgical and Inspection Department (Seniority Unit 49).

2
Because of increasing customer complaints about off-gauge product, starting late in 1964, Management decided that production workers should check gauge in various stages of processing to better meet specifications. The various electronic gauges on the operating equipment which are designed to measure product thickness were found not to be sufficiently dependable.

3
Inspectors from the Metallurgical and Inspection Department had been used to spot check product in various stages of processing up to this time. The Inspectors have continued to perform this function, so that the checking of gauge by production workers is in addition to the normal work of Inspectors, and was not a substitute for the Inspectors' functions as performed up to early 1965.

4
The job descriptions of the various production jobs, here involved, list micrometers among equipment used, although use of micrometers on these jobs had been infrequent in the past.

5
The Union claims that a long established practice requires that the use of hand micrometers be the exclusive province of Inspectors in Seniority Unit 49, but there is no evidence to establish any exclusive franchise of Inspectors to use micrometers to the exclusion of other employees. The Union also argues that some men (on the production jobs here involved) never were instructed in the use of hand micrometers until after the present grievance arose. The Union also

believes the present case to reflect an expectable consequence of earlier Management action which led to the grievance in Case USC-1820. This dealt specifically with problems resulting from a reduction in use of Metallurgical Inspectors in the Tin Finishing Department. In Case USC-1820 the Union referred to various instances where it believed members of Management had performed inspection duties which should have been performed by Inspectors in the bargaining unit. In Case USC-1820 the Board found some substance to this contention, even though the record was not sufficiently detailed to permit fashioning a detailed remedy. The Award in Case USC-1820, however, directed Management to discontinue use of Foremen to inspect, in violation of Section 2-A of the Basic Agreement, stating:

"The performance of routine bargaining unit inspection duties by Inspection Turn Foremen violates Section 2 of the Basic Agreement and should be discontinued."

In the present case the Union has presented a November 23, 1965 grievance form asserting that Inspection Department Foreman Stoken performed bargaining unit work on October 12, 13, 14 and 15, 1965. During oral discussion of that grievance, the Metallurgical and Inspection Department Superintendent indicated that there was some substance to the grievance. The grievance is still pending, and the parties fell into dispute in the present hearing as to the extent of work improperly performed by Stoken. Nothing in the present decision is intended to express any opinion as to the extent of possible merit in the November 23, 1965 grievance, or as to the extent of remedial action which might be required.

In the present case the Company stresses that the Inspectors have not been unique in using micrometers over the years. Some incumbents of the specific production jobs now in issue have performed this function from time to time. Micrometers have been available to them for this purpose and their job descriptions indicate that micrometers may be used. The Company also stresses that Metallurgical Inspectors never have checked all product as a regular routine; they have spot checked in the past as they now do (except for brief periods when all coils were checked because of special problems). The Company regards the present case as essentially the same as Case USC-1820, and suggests that it represents simply an effort to re-try or expand the earlier one.

The Union holds that the Company is attempting to divide duties of Inspectors among production workers so as to eliminate the Inspectors eventually. In the Union view, Case USC-1820 provides a significant indication of what Management ultimately intends.

FINDINGS

The evidence in this case shows no further reduction in the amount of inspection work performed by Inspectors in Seniority Unit 49 (going beyond that revealed in Case USC-1820) in relation to the current volume of production. The fact that the use of micrometers now is required of production employees does not mean that the work of Inspectors can be, or will be, discontinued. If any such situation were to arise, an appropriate grievance could be filed addressed to that situation. In the present case, the principal Company witness stressed that there was no intent to replace any of the Inspectors by transferring their duties to other employees. And there is no doubt that use of micrometers properly is within the scope of production jobs.

Union evidence that a specific Inspection Foreman recently had performed some bargaining unit work does not warrant sustaining the present grievances. A grievance dealing with that specific problem still is pending. This very kind of situation was dealt with in Case USC-1820. The problem in the pending grievance cited by the Union is to ascertain the extent of any remedial action which might be required in view of the Award in Case USC-1820 requiring that Inspection Foremen cease performance of routine bargaining unit inspection.

10

Since the evidence in the present case reveals no violation of either Section 2-B-3 or Section 13-B, there is no basis to sustain these grievances.

11

AWARD

The grievances are denied.

12

BOARD OF ARBITRATION


Sylvester Garrett, Chairman