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United States Steel Corporation Heavy Products Operations Gary Steel Works and United Steelworkers of America Local Union 2695

Sylvester Garrett

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BOARD OF ARBITRATION

Case No USS-5062-H

September 30, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
HEAVY PRODUCTS OPERATIONS
Gary Steel Works

and

Grievance No S-63-13

UNITED STEELWORKERS OF AMERICA
Local Union No. 2695

Subject: Assignment of Duties

Statement of the Grievance: "We, the undersigned, request Management to cease and desist from assigning us duties that belong to job #9737 and job #9735. We also request to be made whole for all monies lost. We also request to go home at 4 o'clock on the day shift."

This grievance was filed in the First Step of the grievance procedure May 2, 1963.

Contract Provisions Involved: Sections 9-D and 10-C of the April 6, 1962 Salaried Agreement.

Statement of the Award: The grievance is denied.

BACKGROUND

Case USS-5062-H

Five salaried employees in the Gary Steel Works Production Planning Department assert that the Company violated Sections 1, 2, 9, and 10 of the Labor Agreement when it began assigning to the Production Record Clerk (Job No. 9739, Job Class 4) work functions which properly belong to incumbents of the jobs of Master Scheduler (Job No. 9735, Job Class 10) and Scheduler (Job No. 9737, Job Class 8) without compensating the grievants for the additional duties. The grievance also protests that the Company erroneously failed to change the hours on the day shift from 8:00 a.m. to 5:00 p.m. to 8:00 a.m. to 4:00 p.m.

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Up until February 11, 1963, Production Record Clerks worked straight days from 8:00 a.m. to 5:00 p.m. with an unpaid lunch hour between noon and 1:00 p.m. In an attempt to meet the exigencies of the business, the Company assigned one Production Record Clerk to the 12 midnight to 8:00 a.m. shift. On February 25, 1963, an additional Production Record Clerk was appointed. Four such Clerks worked from 8 to 5 and one worked from 12 midnight to 8:00 a.m. each week. An arrangement was devised for incumbents to share night shift work by rotating onto the night shift once every five weeks. An increase in business in May, 1963 necessitated the presence of Production Record Clerks on a 24-hour basis and the schedule was changed to one Production Record Clerk on 12-8, five on 8-4, and two on 4-12.

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The functions of Master Scheduler and Scheduler which were superimposed on the lower job class Production Record Clerk are described by the Union as "cutting production" and "promising orders." The former involves adding steel tonnages on production sheets and comparing this data with the weight of particular items on order, thereby arriving at an estimate of the status of order completions. With respect to the latter function, the Production Record Clerk "validated" orders by consulting the six-week projected schedule to ascertain when an order can be filled. The proper date was then entered on all orders. The Company concedes that Master Schedulers and Schedulers have performed

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the greater part of cutting production and promising orders, but maintains that the Production Record Clerk had also performed this work. The assignment of the functions to the Production Record Clerk was motivated, says the Company, to give customers better service by freeing Master Schedulers and Schedulers from this "elemental but time-consuming requirement."

The Union referred to the job descriptions for the three jobs of Master Scheduler, Scheduler, and Production Record Clerk and concluded that nothing therein contained indicates that the parties contemplated that the Production Record Clerk would cut production and promise orders. Quite to the contrary, line 5 of the Master Scheduler Working Procedure indicates that that job is responsible for the decisions and determinations which have allegedly been foisted on the Production Record Clerk job, which job in fact is a comparatively low-rated job for the very reason that the job entails copying of figures but not the making of decisions.

A second but equally important thrust of the Union case is that when the Company departs from assigning a particular job to the day turn only (i.e., when a Production Record Clerk was assigned to the midnight - 8 a.m. turn) the job automatically becomes a "shift job" and past practice at Gary Works and Section 10-C-6-a obliges the Company to abandon an 8 - 5 schedule and apply an 8 - 4 schedule.

The Company denies that any established practice or section of the Labor Agreement prevents the assignment of the specified duties to the Production Record Clerk and cites several Board awards as allegedly being on point. Management was trying to streamline its customer service to remain competitive. As a step in this direction the Production Record Clerk simply began doing on the day and back turns what he or she had been called upon to do in the past. The General Supervisor of Production Planning testified to past occasions when these Clerks did what is now protested. He emphasized that the Production Record Clerk does not re-schedule. He also stated that a Form G issued in April 1960 specifically added the cutting production duty to the Production Record Clerk job. The assignment of promising orders is merely the

recording of order information on forms and requires no skills additional to those ordinarily required of a Production Record Clerk.

It has been traditional for Production Record Clerks to work from 8 - 5 with an unpaid lunch hour. Assignment of Production Record Clerks to one or both back turns, in the Company's view, does not entail any commitment to install an 8 - 4 schedule absent a practice to this effect. The Company asserts that there is no such practice at Gary Works. In 1963 an 8 - 5 schedule enabled Production Record Clerks to maintain telephone contact with District Sales Offices which are open until 5:00 p.m.

(There is evidence in the record that Management, for whatever reason, has reassigned cutting production and promising orders to the Master Scheduler and the Scheduler and that, beginning with the week of May 18, 1963, the day turn hours were changed from 8 - 5 to 8 - 4.)

FINDINGS

This record establishes that the Production Record Clerk, formerly known as Backlog Clerk, has engaged in cutting production and promising orders on more than one occasion. Although not specifically mentioned in the Production Record Clerk job description (apparently the tonnage duty of cutting production was added by a Form G in April, 1960), these duties do not appear to be particularly foreign to the general type of performance expected of a Production Record Clerk. For example, the first paragraph under Working Procedure reads: -

"Receives mill orders from Specification Group. Examines backlog record to determine whether or not there is sufficient open space in the requested rolling period to accommodate a particular order, based on instructions on mill limitations.

"Enters ordered tonnage in backlog record according to entering unit, product and producing unit."

Certainly a Production Record Clerk does more than the straight, hundred per cent copying which one expects to find in a Class 2 job, not a Class 4 job.

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Section 10-C-6-a and -b read as follows: -

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- "a. Daily hours of work shall be consecutive except for regular rest and lunch periods in accordance with practices heretofore prevailing at each place of work.
- "b. The final right to arrange working schedules rests with Management in order to avoid adversely affecting the work of the offices, plants, and other operations and such schedules may be changed from time to time to suit the varying conditions of the business."

There is no concrete evidence that a practice exists to the effect that employees at this location may not be assigned an 8-5 schedule in a 24-hour period in which the same job is worked on one or two back turns. There is merely an assertion. In and of itself the fact that Management, after a delay of some months from initial assignment of a Production Record Clerk on the midnight - 8 a.m. turn, did install an 8-4 schedule apparently cannot be attributed to belated recognition of the claimed practice, but was merely the exercise of "the final right to arrange working schedules."

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AWARD

The grievance is denied.

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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