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

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BOARD OF ARBITRATION

Case No. USC-1766

February 5, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
Gary Steel Works

and

Grievance No. S-62-31

UNITED STEELWORKERS OF AMERICA
Local Union No. 2695

Subject: Elimination of Job; Assignment of Duties

Statement of the Grievance: "I, Marge Adams, request that Management return me to position 9122-9705 and that I be made whole for all loss of monies since date, due to the Company's action.

"I, further request that Management cease assigning functions of this position to personnel outside of the Salaried Bargaining Unit."

This grievance was filed in the First Step of the grievance procedure September 13, 1962.

Contract Provisions Involved: Sections 2-B, 9 and 13-N of the April 6, 1962 Salaried Agreement.

Statement of the Award: The grievance is denied.

BACKGROUND

Case USC-1766

Grievant Marge Adams of the Accounting Department (Central Mills - Mill Accounting) of Gary Steel Works requests that:

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"...Management return me to position 9122-9705 and that I be made whole for all loss of monies since date, due to the Company's action.

"I further request that Management cease assigning functions of this position to personnel outside of the Salaried Bargaining Unit."

Violations of Sections 1, 2, 9, and 13-N of the April 6, 1962 Basic Agreement are alleged.

This case bears marked similarities to USC-1763, decided this same date. In USC-1763 the four grievants were consistently referred to as Coordinators although they were carried as Department Clerks (9705) for payroll purposes. In substance, they performed only Item 7 of that job description. Present grievant, Adams, in the estimation of both parties, is more properly regarded as a Department Clerk in the technical sense of application of the job description duties.

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It is noted that the USC-1763 grievants were removed from their jobs on June 17, 1962, and the job of Department Clerk was eliminated from the wage structure on July 29, 1962, the date on which grievant Adams was reassigned from the Class 5 Department Clerk job to a Class 4 job previously performed by her.

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The Union presentation at the hearing had a double thrust: -

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1. Grievant's Department Clerk (9705) job should not have been eliminated.
2. If, however, it was properly eliminated, in the Board's judgment, grievant should have followed the mechanized functions of the eliminated job into the Inventory Clerk (Mills) Class 4 job (9687) eventually created to take over a major portion of Department Clerk duties, and Section 13-N training should have been afforded her.

When the present incumbent of the Inventory Clerk (Mills) job was assigned to that job, she was removed from Production Record Clerk (Mills) (9707). The new job--Inventory Clerk (Mills) (9687)--was comprised of functions transferred from the Department Clerk and Production Record Clerk job descriptions. Items from the old working procedures amounted to approximately three hours and ten minutes per turn for the new job. The Union reasons that the Coordinators in Case USC-1763 performed Item 7 of the Department Clerk job description. Had this Item 7 function been assigned to the newly created Inventory Clerk (Mills) job, there would have been a total of something like 13 hours of work performed by the Inventory Clerk in a single turn. This, of course, would have been impossible except that the Union believes the Foreman is doing some of the work. It is clear to the Union that sufficient work remained for the eliminated Department Clerk job to justify and, indeed, require retaining grievant Adams on that job. If the Board does not accept that interpretation, the second thrust of the Union case comes into play and grievant should have been assigned to the newly created Inventory Clerk (Mills) Class 4 job to which the formerly manual functions of the Department Clerk job had been transferred and mechanized. "Had she not been able to perform the mechanized functions of the job, she should have been trained under Section 13-N of the Agreement." Section 13-N of the April 6, 1962 Salaried Agreement reads as follows: -

"Automation

When the installation of mechanical or electronic equipment will have an effect on the job status of employees, Management shall review the matter with the Local Union Grievance Committee in advance of such installation.

In the event such mechanical or electronic equipment is installed, Management shall provide reasonable training arrangements for the employees affected by such installation in order that such employees may have an opportunity to become qualified for available jobs."

The Company maintains that the 46" Slab Mill was reduced to 12 turns at the time when the Department Clerk job

was eliminated in July, 1962. At a higher level of operations the Department Clerk had 6 or more hours per turn of job functions outlined in the Department Clerk job description. Reduction in the level of operations to 12 turns and elimination of work involved in Items 4 and 8 of the Working Procedure left only 2-1/2 hours of work time per turn when the job was discontinued. This work was assigned to the Production Record Clerk (Mills) (9707) and was shortly mechanized and assigned to Inventory Clerk (Mills) (9687) and was assigned to employee Harmon who was familiar with the mechanized and all other aspects of the job.

The Company cites numerous Board cases in an effort to establish that Management did not err in eliminating the Department Clerk job since specific functions had been discontinued and others had been mechanized. Furthermore, the Company refers to Case USC-1763 and notes that the Coordinators in that case were only nominally and for pay purposes carried as Department Clerks (9705). Their working procedures differed from those of grievant when she filled the Department Clerk job and therefore the Union is mistaken when it proposes to add Coordinator and Department Clerk hours per turn. Thus it cannot be said that two employees were functioning as Department Clerks on a single day turn--a Coordinator and grievant Department Clerk--and it is not valid to add their hours to produce a total well in excess of 8 hours and to then say that sufficient work remained to retain grievant on the Department Clerk job.

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It is apparent to the Company that its right to manage the work force includes the right to reassign specific job duties and to eliminate others. The Department Clerk job had been eroded by elimination and reduced operations. The mechanization features did not come into being until after the elimination of the Department Clerk job and they bear no causal relationship to the elimination.

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Directing itself to Section 13-N, the Company notes that it refers to training for "available jobs." Since residual Department Clerk duties were reassigned to Job 9707 and were later mechanized into Job 9687, and were performed on the latter two jobs by qualified employees, first on a manual and then on a mechanized basis, former Department Clerk duties, as distinguished from other duties inherent in the other two jobs, did not retain their identity as comprising a distinct job.

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The Company notes that grievant, when her job was eliminated, was assigned to a Class 4 Blast Furnace Division Clerk job and that residual Department Clerk duties are performed by a job also classified in Class 4. It is said that grievant's income, hours, and working conditions remained unaffected.

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FINDINGS

The factual situation in this case is clouded and complicated by the apparent procedure under which employees performed some of the duties specified in their job descriptions and additional duties that are not so specified. For example, grievant Adams stated that she did not perform Item 7 of her Department Clerk (9705) Working Procedure and it is apparent from her testimony and testimony in Case USC-1763 that Coordinators, also known as Department Clerks, performed Item 7. Management discontinued grievant's job as a result of low level production in the Slab Mill--12 turns per week--and reassigned remaining duties to the Production Record Clerk (Mills) (9707). These remaining duties consumed less than half a turn. The record does not indicate any impropriety in the elimination of the Department Clerk job. Management's action in this case appears to be in harmony with previous Board rulings to the effect that jobs within a bargaining unit are never static but are subject to the conditions of the business as it contracts or expands. Here a contraction occurred and a study of its effects indicated that termination of this job was proper.

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Section 13-N appears to be inapplicable on this record. Grievant stated that she wished to follow her job--i.e., wished to continue performing the residual functions of the Department Clerk job regardless of where they were relocated in terms of job descriptions. But there is no showing that she could adequately perform the duties of a full turn on a job comprising her former, but now mechanized, duties and additional duties. The incumbent on the Inventory Clerk (Mills) (9687) job was and is trained to perform the full range of that job, including the mechanized former Department Clerk duties. Thus Section 13-N does not entitle grievant to the job claimed.

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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