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United States Steel Corporation Heavy Products Operations Gary Steel Works and United Steelworkers of America Local Union 1014

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BOARD OF ARBITRATION

Case USC-1895

October 15, 1964

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
HEAVY PRODUCTS OPERATIONS
Gary Steel Works

and

Grievance No. A-63-17

UNITED STEELWORKERS OF AMERICA
Local Union No. 1014

Subject: Transfer of Job Duties.

Statement of the Grievance: "We, the undersigned, and in behalf of all other affected employees, working on our jobs as Spark Testers, contend that Management is in violation of our Basic Agreement between the United Steelworkers of America and the United States Steel Corporation, Gary Works, dated April 6, 1962, Sections 1, 2, 3, 4, 9, 10, and 13; also, the Local Seniority Agreement dated July 9, 1945 between United States Steel Corporation, Gary Works, and Local Union #1014, Gary, Indiana, when they (Management) placed non-incumbents on our Jobs without proper cause.

"We therefore request of Management to restore us to our Jobs, as Spark Testers, and reimburse us for all loss of earnings."

This grievance was filed in the Second Step of the Grievance procedure February 11, 1963.

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

Statement of the Award: The grievance is denied.

BACKGROUND

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Spark Testers (Class 8) in the Warehouse Seniority Unit, Merchant Mill Finishing and Shipping Department, West Mills Division, Gary Steel Works, allege that the work traditionally performed by them was assigned by the Company between February 10, 1963 and December 23, 1963 to Stockers, (Class 12) and Stockers (Checker), (Class 9) belonging to the Steel Yards Seniority Unit in violation of Sections 2, 9 and 13 of the April 6, 1962 Agreement.

Prior to February 10, 1963, the following Stockers were assigned by the Company to the Steel Yard servicing the West Mills: two Stockers for the 28", 18", and 14" Mills, one Stocker for the 12-1 and 12-2 Mills, one Stocker for the 10-1 and 10-2 Mills, one Stocker for the 9-1 and 12-3 Mills, one Stocker for the 12-4 Mill, and one Stocker for the 38" Mill. All of these except the one at the 38" Mill, worked together with one Spark Tester each. It was the responsibility of the Stockers to check the dimensions, weight and heat number of every piece of steel, in addition to maintenance of inventory records and the making of substitutions from inventory in charging steel to the Finishing Mills. The Spark Testers on the other hand had the responsibility of checking the chemical analysis of every piece charged into the reheat furnaces of all the Finishing Mills with the exception of the 38" Hot Strip Mill.

Culminating in February of 1963, the Company undertook a major program of realigning responsibilities and work functions between various jobs in the Production Planning Department, the Steel Yards Department and the Merchant Mill Finishing and Shipping Department. This major realignment program was installed to improve operations and to provide prompter customer service by placing inventory control and steel application functions in the hands of the Production Planning Department.

One of the end results of this realignment program was the deletion of the former functions of (1) maintenance of inventory records, (2) making of substitutions from inventory and (3) charging steel to the Finishing Mills, from the Stocker jobs on which they had spent about 30% of their time. The Company also decided to increase the number of Stockers from seven to ten per turn. This was intended to gain improved product and quality control by allocating one Stocker per turn to each mill with the exception of the 10-1 and 10-2 Mills. The

number of Stockers (Checker) was not increased and continued to be, at normal operations, seven per turn. With an increased number of Stockers assigned to the Steel Yards and with a decreased workload for these employees, the Company concluded that it would be possible to assign the spark testing functions to these Stockers. Underlying this decision was the fact that a new spark testing procedure had just recently been adopted in the Central Mills which increased the amount of testing done there. This was intended to result in better identification of steel coming from the Central Mills and, in the opinion of the Company, warranted a substantial reduction of spark testing in the Steel Yards. The Company decided that it would no longer perform 100% spark testing in the Billet Yard but only test a representative number of pieces in each wired lift, taken out of the Yard, and from each lift placed on the furnace charging beds directly upon receipt from the Central Mills. The Company then estimated that this testing change would reduce requirements for spark testing in the Steel Yards by some 40 to 45%. Since the Stockers already checked the dimensions, weight and heat number of every piece of steel, the Company, by adding the spark testing function to the job of the Stockers and Stockers (Checkers), intended to terminate the division of responsibility for checking steel which at times proved to be a source of trouble.

By December of 1963, it became apparent to the Company that the new system did not work satisfactorily and that the Stockers and their Helpers were able to give only a minimal amount of their time to spark testing. Because of this absence of adequate testing, customers became dissatisfied and the Company decided to restore the Spark Tester job commencing on December 23, 1963, and assign to it those Spark Testers who were the displaced incumbents of the job and who were available for the assignment. Concurrent with this reassignment, the Company again went to 100% spark testing of steel charged to the Merchant Mills.

In the course of the grievance procedure, and at the hearing before the Board, the Union stressed the fact that the Company had displaced competent Spark Testers with long years of continuous service with junior employees who were not as skilled in the performance of the spark testing function as the employees they had displaced. The events proved, it was pointed out, that the efficiency expected by the Company did not come about.

The Union further argues that the Company cannot assign the full scope of one position rated job to another position rated job. 7

FINDINGS

In Case T-1023 the Board stated: 8

"There is no need here to review the numerous decisions of the Board under Sections 9-D or 2-B in which the Board held that Management has retained discretion to vary job assignments and duties as the legitimate needs of the business dictate, and that the bare assignment of particular duties to incumbents of a given job over the years, does not give rise to a local working condition."

The record in this case amply supports the claim of the Company that the attempted change of spark testing procedures was undertaken in the good faith belief that the methods followed in the application of steel to rolling orders in the Steel Yards of the West Mills could be improved by a reorganization of work. Subsequent developments, which showed that Management had been over-optimistic and that spark testing was not performed as efficiently as it had been before, cannot confer any contractual rights on the grievants which did not exist at the time of the changeover. 9

AWARD

The grievance is denied. 10

4.

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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