

2-19-1971

United States Steel Corporation Fairless Works and United Steelworkers of America Local Union 5092

Sylvester Garrett
Chairman

Alexander M. Freund
Arbitrator

Follow this and additional works at: http://knowledge.library.iup.edu/garrett_series



Part of the [Dispute Resolution and Arbitration Commons](#)

Recommended Citation

Garrett, Sylvester and Freund, Alexander M., "United States Steel Corporation Fairless Works and United Steelworkers of America Local Union 5092" (1971). *Arbitration Cases*. 4.
http://knowledge.library.iup.edu/garrett_series/4

This Article is brought to you for free and open access by the Sylvester Garrett Labor Arbitration Collection at Knowledge Repository @ IUP. It has been accepted for inclusion in Arbitration Cases by an authorized administrator of Knowledge Repository @ IUP. For more information, please contact cclouser@iup.edu, sara.parme@iup.edu.

BOARD OF ARBITRATION

Case No. USS-7430-S

February 19, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
Fairless Works

and

Grievance No. SFL-69S-42

UNITED STEELWORKERS OF AMERICA
Local Union No. 5092

Subject: Failure to Post a Vacancy

Statement of the Grievance: "WE THE UNDERSIGNED FEEL THAT OUR
CONTRACTUAL RIGHTS HAVE BEEN VIOLATED UNDER THE BASIC
LABOR AGREEMENT WHEREAS:

"Facts: THE JOB OF EXPEDITER
WHICH WAS PERFORMED BY MORT CAFFEY IS TO BE POSTED
AS PRESCRIBED IN SECTION 13G - PARAGRAPH 214.

"Remedy Requested: POST JOB
AND MAKE WHOLE ALL MONES LOST."

Contract Provision Involved: Sections 13-A and 13-G of the
August 1, 1968 Salaried Employees Agreement and
Section F of the Local Seniority Agreement.

Grievance Data:Date

Grievance filed:	May 21, 1969
Appealed to Step 3:	June 20, 1969
Step 3 Meeting:	June 26, 1969
Appealed to Step 4:	July 17, 1969
Step 4 Meeting:	August 25, 1969
Appealed to Arbitration:	October 20, 1969
Case Heard:	September 9, 1970
Transcript Received:	No transcript

Statement of Award:

The grievance is denied.

BACKGROUND

USS-7430-S

This grievance claims that a vacancy was created in May 1969 in the salaried job of Billet & Bar Maintenance Expediter in the Rolling Division which the Company failed to fill in violation of Sections 13-A and 13-G of the Salaried Employees Agreement and Section F of the Local Seniority Agreement.

1

Following the quit of an incumbent of the Billet & Bar Maintenance Expediter job, M. Caffey, on May 16, 1969, E. Brizell, who too holds that job, assumed his duties. The number of Expediters in the Rolling Division was thereby reduced to three, Brizell and two Strip & Slab Maintenance Expediters. The Union contends that the work Brizell performed prior to his assumption of Caffey's duties is being done by trade and craft employees assisted by Laborers in violation of the Agreement and requests that a vacancy in the Billet & Bar Maintenance Expediter job be posted. The Company's position is that it is management's right to determine whether or not a vacancy shall be filled.

2

The following background information is from the testimony of the General Foreman of Maintenance in the Bar, Billet & Bloom area, L. Belcher. Originally the Rolling Division was divided into two areas, the Strip & Slab Mill and the Billet and Bar Mill, and a Maintenance Expediter was assigned to each area under the supervision of a General Foreman, Maintenance. Later, in 1958 or 1959, three areas were established, Slab, Hot Strip and Bar, Billet & Bloom, with a General Foreman and Expediter assigned to each area, a Strip & Slab Maintenance Expediter each in the Slab & Hot Strip areas and a Billet & Bar Maintenance Expediter in the third area. In 1966, in which year the installation of a new spares control system was begun, another Billet & Bar Maintenance Expediter, Caffey, was added. Brizell was relieved of his duties as Expediter in the Bar & Billet area for General Foreman Belcher and assigned to assist in the installation of the new spares control program. According to Belcher, Brizell was assigned to help set up the project because of his knowledge of and experience with spares, having worked in the Central Maintenance Shops for many years.

3

About three years later, in 1968 or 1969, a fifth Expediter was added to the Rolling Division, in the 45" Slab Mill. A grievance

4

was filed on behalf of a more senior employee who claimed the opening. The Company removed the less senior employee, made the grievant whole for loss of earnings, but did not give him the job, the number of Expeditors remaining at four. And in May 1969, after Caffey quit, Brizell who was still working in the spares control program, was returned to his former work, which the Union refers to as "regular" expediting and Belcher calls area expediting. According to Belcher, a fourth Expediter was not added because it was felt that the work of installing or setting up the new spares control system which was the occasion for adding the fourth Expediter, had progressed to the point where it was "self sufficient" so that an additional man was not needed.

The spares control program and the work Brizell performed in it are described in his testimony. Very briefly, the new system appears to be based on what Brizell calls a spares control card (Union Exhibit 1), on which is listed the identifying information of the spares, their location, vendor's name, unit price, quantity on hand, the order point (the number of units at which more of the item is ordered), etc. Each spare is tagged when placed in inventory, the tag being removed and placed in a box when the spare is withdrawn from stock. Periodically the container is emptied and the accumulated tags deducted on the spares control cards; and when the order point is reached, an order is placed.

The new system was set up first in the 45" Mill, Brizell spending about two and one-half years in that area. Most of his time was spent on the control cards; he also identified spares part of the time. A Millwright and several Laborers were assigned to the area "more or less" permanently, whom he directed, instructing them in installing the system. The Millwright and a Motor Inspector, who was occasionally assigned, assisted in identifying spares. Initially foremen had been assigned to identify parts.

From the 45" Mill he went to the 80" Mill for a short time, another Expediter taking over in the former area. He did not participate in the spares control program in the 80" Mill area, his work there being regular expediting. He was then reassigned to

help set up the new spares control system in the Bar, Billet & Bloom area. There too he directed Laborers, a Millwright and, on occasion, a Motor Inspector in setting up the new system. He worked there eight to ten months, when he was reassigned to regular expediting in place of Caffey.

Since then, Brizell's testimony continues, he has not worked on the spares control cards so that a vacancy was created when he was moved to regular expediting; and his work on the control cards is being done by a Millwright, a Motor Inspector and Laborers. He adds that it had been said by Management that the number of Expeditors was expected to double, to six, with the installation of the new spares control system in the 45" Mill, 80" Mill and Bar, Billet & Bloom areas, each area having an Expediter for spares and another for regular expediting.

8

With respect to Brizell's claim that a vacancy exists in the spares control program, General Foreman Belcher testified under direct and cross-examination that the installation of the new system in the Bar, Billet & Bloom area has not yet been completed; that about 60 percent of the Millwright's and Motor Inspector's time is spent on the spares program; that the Maintenance turn foreman directs the production and maintenance forces, including the Millwright, Motor Inspector and Laborers, and instructs the latter employees what to do as Brizell previously did.

9

Belcher testified further that when the new spares program was begun in 1966, spares were located in various areas throughout the plant. Decisions had to be made as to how and where the spares were to be stored, racks and bins erected in the designated areas, and the spares gathered together in those areas from the various locations in the plant. The planning and organizing entailed, in which Brizell participated, was all done in connection with setting up the new spares control program in the 45" Mill area. Therefore, in installing the spares control program in the Bar, Billet & Bloom area the only work involved was the moving of the parts to the designated area, the identifying and tagging of the spares, and the recording of the inventory on the control cards, the last task taking very little time.

10

The use of Millwrights, Motor Inspectors and foremen to identify and tag spares, Belcher's testimony continues, had been done prior to 1966, the only change in that year in the spares control system being in the method of keeping track of inventory. And in the installation of the new system, Millwrights and Motor Inspectors as well as Brizell tagged and identified spares.

11

The Parties' Arguments

The Union argues that only the 1966 spares control program is involved here; that General Foreman Belcher admits that trade or craft employees are performing Brizell's work in this program and that a turn foreman is directing them in this work; that accordingly, in not filling the Expediter vacancy caused by the removal of Brizell from the spares control program and assigning its duties to other employees, the Company violated the Agreement.

12

The Company argues that management determined that it was unnecessary to fill the vacancy, and that the performance of spares control tasks by a Millwright or Motor Inspector is not contractually improper.

13

FINDINGS

The work which continues to be performed in the spares control program in the Bar, Billet & Bloom area since Expediter Brizell's removal from the program is essentially the identifying and tagging of spares and the recording of them on the new spares control cards. It is readily apparent from the record that this is the work which Millwrights and Motor Inspectors performed without protest by the Union for the more than three years that Brizell was assigned to the spares control program. In fact, according to General Foreman Belcher's uncontested testimony, trade or craft employees identified

14

and tagged spares for inventory control purposes even before 1966. Accordingly, contrary to the Union's main premise, it cannot be found that the identifying and tagging of spares and the recording of them on control cards is work that only Expediters may perform.

15

To put it in other words, the installation of the new spares control system is a project which has required the services of a number of employees including trade or craft employees, who use spares and have some familiarity with them. Brizell, because of the expertise in spares he had acquired while working in the Central Maintenance Department, was relieved of his duties as an area Expediter and assigned full time to the project to assist management in the installation of the new system. He was in on the planning and organizing of the program and instructed the trade or craft employees assigned to the project in the new system. However, it appears from Brizell's testimony and, in fact, from the nature of the Union's claim itself, that once the planning and organizing stage was completed, he and the trade or craft employees were performing the same work, identifying and tagging spares and recording them on the new spares control cards. Thus the situation presented in the completion stage of the installation of the new system is that of a group of employees from several classifications performing work in common which does not belong exclusively to any one of the classifications involved. Therefore, the vacancy created in the spares control program by the reassignment of Brizell to area expediting is not the same as a vacancy in the Expediter job.

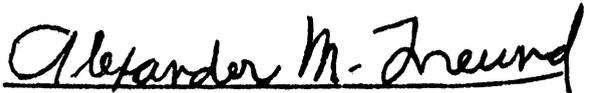
16

Accordingly, the Company did not assign Expediter's duties as such to trade or craft employees when it elected to have them complete the installation of the new spares control system in the Bar, Billet & Bloom area and returned Brizell to his former work of area expediting to replace the Expediter who had quit. Therefore, the Company's decision to decrease the number of employees engaged in completing the installation of the new spares control system rather than retain Brizell in the program and post a vacancy in the Expediter job was not a violation of the Agreement.

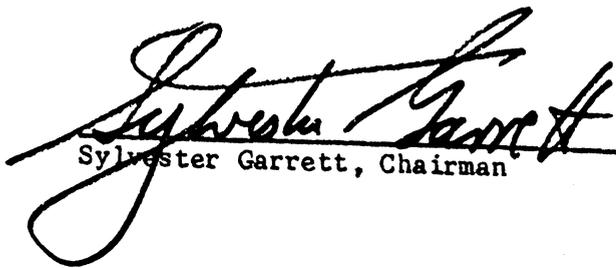
AWARD

The grievance is denied.

Findings and Award recommended by


Alexander M. Freund
Alexander M. Freund, Arbitrator

This is a decision of the Board
of Arbitration, recommended in
accordance with Section 7-J of
the Agreement.


Sylvester Garrett, Chairman