

March 1971

United States Steel Corporation (Eastern Steel Operations) Fairless Works and United Steelworkers of America Local 5092

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BOARD OF ARBITRATION

Case No. USS-7594-S

March 23, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
(EASTERN STEEL OPERATIONS)
Fairless Works

AND

Grievance No. SFL-69S-44

UNITED STEELWORKERS OF AMERICA
Local Union No. 5092

Subject: Job Description and Classification - Production
Record Clerk and Production Statistical Clerk for
the Galvanizing Department.

Statement of the Grievance: "The Company has failed to give
the Union new job descriptions in Accounting as dis-
cussed on March 28, 1968 in the Galvanizing Dept.

"Facts: The Union has asked
the Company to give new job descriptions on a Pro-
duction Statistical Clerk, and a Production Record
Clerk. & all other new positions created due to
Manning of Galv. Dept.

"Remedy Requested: That the Company give the Union new job descriptions as per letter dated March 28, 1968."

Contract Provisions Involved: Section 9-C of the Salaried Agreement dated August 1, 1968.

Grievance Data:

	<u>Date</u>
Grievance Filed:	June 18, 1969
Appealed to Step 3:	August 22, 1969
Step 3 Meeting:	August 28, 1969
Appealed to Step 4:	September 19, 1969
Step 4 Meeting:	October 29, 1969
Appealed to Arbitration:	January 15, 1970
Case Heard:	February 2, 1971

Statement of the Award:

The grievance is sustained.

BACKGROUND

USS-7594-S

When a new Galvanizing facility was established at Fairless Works, the production and maintenance jobs, as well as various positions in Production Planning covered by the Salaried Agreement, were given new job descriptions, although substantially similar jobs then were in existence in the Sheet and Tin Mill. However, Production Record Clerk and Production Statistical Clerk in the new facility were not issued new job descriptions. 1

There is a single seniority unit for Sheet and Tin Mill Accounting. These two jobs were included in that unit. For that reason, and also because the work was the same as the work performed in other Sheet and Tin facilities, according to the Company, they were not new jobs requiring new job descriptions. That the work took place in a different location was immaterial, the Company said. In Step 3 both parties agreed that Form G's should be issued covering the Galvanize line, but the Union subsequently insisted upon new descriptions. 2

According to the Union, the fact that new job descriptions were issued for every job in Galvanize except the two in question demonstrates that the Company has erred. The Union contends that the reason for the discriminate treatment is that the Production Record Clerk and the Production Statistical Clerk were improperly classified initially and the Company seeks to avoid the need to issue a job description in this case and permit a fresh look at the classification. In any event, the Union argues, the job description presently in force for these jobs in Sheet and Tin Mill Accounting do not accurately portray the duties on the Galvanize line and therefore new job descriptions are appropriate. 3

The Company maintains that there is no basic distinction between the Record Clerk and the Statistical Clerk on the Galvanize line as compared with those same positions in other facilities in the Sheet and Tin Division. Although there are separate job descriptions in existence in the different facilities, the Company noted, this was simply because at one time each was in a separate seniority unit. When all 4

were combined into the same seniority unit, separate descriptions became superfluous for work in separate locations, and the parties did not intend to "clutter the classification program with meaningless paper." It has staffed other new facilities without creating new jobs, the Company noted.

The Company also said that the Agreement does not require it to create a new job and a new job description when a new line is established and incumbents are put on it for the same work; Section 9-C-1 requires a new description "when and if the Company at its discretion establishes a new job."

FINDINGS

Since the Company has the discretionary authority, it may for any reason treat certain of the jobs in Galvanize as new ones and write new descriptions, it was said, while not choosing to do the same in other cases. Establishment of a new job undeniably is a matter purely within the Company option. Section 9-C-1, Marginal Paragraph 119, states in part, as follows:

When and if from time to time the Company at its discretion, establishes a new job...a new job description and classification for the new...job shall be established...

In any case where a new job is established, this provision of the Agreement requires the Company to develop a description and classification. That is what the Company has done in connection with both hourly and salaried jobs in the Galvanize facility. Although there are Schedulers in other areas of the Sheet and Tin Division, a new job description was prepared for that position in Galvanize. The same was

true of other Production Planning jobs, although they also do essentially the same work as their counterparts elsewhere in Sheet and Tin. The explanation why this procedure was not followed in connection with the two jobs at issue was that the Company had the sole right to decide whether it wanted to establish new jobs and in these cases it did not.

Presently, the Production Record and Production Statistical Clerks in Sheet and Tin are covered by separate job descriptions applicable to the facility in which the work is performed. Thus the Production Record Clerk is coded at 0653 in Sheet Finishing Mill Accounting, at 0654 in Cold Reduction Mill Accounting and at 0704 in Sheet Shipping and Billing Mill Accounting. The job of the Production Record Clerk in Galvanize is not identical with the others, which vary somewhat among themselves. During the Third Step discussions, "the Company agreed that the present job descriptions used do not reflect the Galvanizing operating area and is willing to include this via Form G into the present job descriptions." 8

While the differences among the various accounting jobs in question in the Sheet and Tin Mill Division may or may not be substantial, they are not identical and have different "Primary Functions" and "Working Procedures." Because these Sheet and Tin Mill Accounting positions all are in the same seniority unit does not mean that a new description is not proper when a job, acknowledgedly different from the others, is established in a new facility. The question is whether or not an existing job and its job description are applicable because it represents performance of the same work under the same conditions merely in a different location. If it does not, it cannot fairly be termed the same job, and given a Form G, when each facility has its own description, and each job includes some variations. 9

The Board lacks authority to require the Company to establish a new job. The Agreement specifically reserves that to the Company alone. However, if the Company itself establishes a new job, then the Board may properly require the procedures of Section 9-C-1 to be followed with respect to the preparation of a new job description. 10

When a new facility is opened, whether or not new jobs have actually been created is a matter for objective determination. The Company's unrestricted authority to decide upon establishing new jobs does not extend to deciding if a function performed in a new facility does or does not constitute a new job. If it did, the Company would have broader powers than envisaged by Section 9-C-1. For it would then be the judge not only of whether to establish a new job, but also of whether or not a function it has assigned constitutes a new job or is part of an existing one.

Creation of the Galvanize line and staffing it is solely within the Company's province. But whether the jobs now being performed there are "new" or not is a proper subject for arbitral determination.

The Company's Section 9-C-1 authority is not thereby vitiated. Analogously, Marginal Paragraph 119 also refers to the Company's sole right to change job content. Only the Company can decide to do that, but whether or not it has been changed is a question which the Board may answer. In other words, Marginal Paragraph 119 does not permit either the Union or the Board to require the Company to create a new job or to change a job's content. But it permits a grievance and a resolution of whether or not that has actually occurred. Such is the issue present here.

In view of the Company's acknowledgment in Step 3 that existing job descriptions in Sheet and Tin Mill Accounting "do not reflect the Galvanizing operating area," and since this is an entirely new facility manned by a number of other positions which the Company itself has held to be new jobs, the evidence indicates that the Company has, in fact, established new jobs for Production Record Clerk and Production Statistical Clerk. Under those circumstances, the Agreement is not satisfied by the suggestion that a Form G be prepared. A new job description and classification are required, since the Galvanize jobs differ from each of their existing counterparts in other Sheet & Tin facilities.

Based on the Company's own statement, the two jobs in Galvanize will have different descriptions from each of those in force, despite various similarities. Consequently, because the Company has established new jobs it must furnish descriptions and classifications for them. To the extent that differences in substance may result, the Union is entitled to the appropriate classifications.

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AWARD

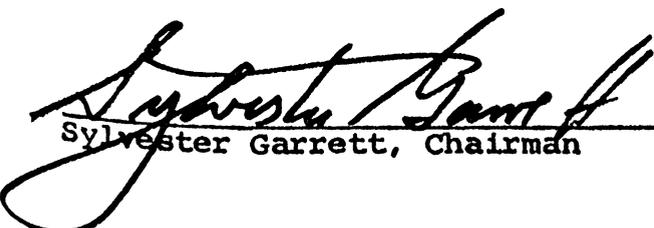
The grievance is sustained.

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Findings and Award recommended
by


Milton Friedman, Arbitrator

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


Sylvester Garrett, Chairman