

1-20-1971

# United States Steel Corporation National-Duquesne Works and United Steelworkers of America Local Union No. 1408

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BOARD OF ARBITRATION

Case No. USS-7845-T

January 20, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
National-Duquesne Works

and

Grievance No. TN-69-95

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1408

SUBJECT: JOB ELIMINATION - STORES ORDER CLERK

Statement of the Grievance:

"The job of order clerk store room dept. at National Duquesne Works was eliminated by the company and moved to another unit in National Duquesne Works and placed job in salary.

"Company moved job to Duquesne Works.

"Job to remain at National Works and place grievant on job."

Contract Provisions Involved: Sections 1, 2, 4, 9 and 13 of the Basic Labor Agreement of August 1, 1968; Section 13-E of the Salaried Employees Labor Agreement of August, 1968.

Grievance Data:

Date:

Date filed:	July 10, 1969
Appeal to Step 3	August 25, 1969
Step 3 Meeting	October 16, 1969
Appeal to Step 4	November 11, 1969
Step 4 Meeting	December 11, 1969
Appeal to Arbitration	May 19, 1970
Case Heard:	September 15, 1970

Statement of the Award:

This grievance is returned to the parties for further action in accordance with the recited Findings.

BACKGROUND

Grievant, a Stores Order Clerk, job class 11, in the Stores- Accounting Department, National Plant, National-Duquesne Works, contends that the functions of his job were transferred to the Duquesne Plant, while he was improperly retained at the National Plant, with a reduced job classification. 1

There were three Stores Order Clerks at the National Plant, all performing side by side. Two were members of the National Salaried Local; Grievant was a member of the P. and M. Local. All performed the same job, the only difference being the commodities assigned to each. Grievant handled safety equipment and electrical spare parts. According to his job description, his primary function is to review stores records and order stores materials necessary to maintain operating levels. He is concedely an excellent employee, having been first hired on April 30, 1936. 2

The problem giving rise to the grievance arose out of the Company's decision to merge the National Plant and the Duquesne Plant, effective February 1, 1969. The Company determined that requisitioning functions ought to be consolidated at Duquesne. Grievant was approached and asked if he was willing to move to Duquesne. He indicated he wanted to do so, either as a member of the P. and M. or the Salaried Local there. The Company stated it would effectuate Grievant's move by having him transferred from the National P. and M. Local to the National Salaried Local and then from the National Salaried Local to the Duquesne Salaried Local. 3

Effective April 21, 1969, the Company and the two Salaried Locals entered into an agreement concerning the seniority rights of salaried employees transferred because of the merger. Under that agreement, an employee transferred from one Plant to the other was given the opportunity to return to his home plant, and exercise his full seniority, within 90 days of his transfer to the new Plant. On the list of employees attached to that agreement, Grievant was carried with his National service date, but with no Duquesne Bureau Service or Job Service dates, indicating he was not considered for any transfer to Duquesne. The two other National Salaried Clerks though junior in Plant service to Grievant, were carried on the same list, at a higher job level, with Bureau Service and Job Service at Duquesne already recognized. Grievant's P. and M. Local was not a party to the agreement. 4

The Company proceeded to transfer requisitioning functions to Duquesne. There was no problem with the other two Clerks. However, the Duquesne Salaried Local declined to accept Grievant's transfer because he was not then a member of the National Salaried Local. The National Salaried Local declined to accept Grievant's transfer from the National 5

P. and M. Local. The Company then notified Grievant that he and his particular functions would remain at National while the rest of the requisitioning would move to Duquesne. The other two Clerks were given their appropriate option to transfer, but ultimately declined to do so. The Company did not advise Grievant's P. and M. Local of the Salaried agreement or of the developments adverse to Grievant's transfer.

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Within three or four weeks of this decision, the Company felt it would be more practical and efficient to consolidate all of the requisitioning at Duquesne. It therefore transferred most of Grievant's stores ordering functions to Duquesne effective July 6, 1969. The requisitioning of single purpose electrical spares was transferred, according to the Company, to the National Maintenance Department. Grievant claims this function too is being handled at Duquesne. The Company then demoted Grievant to the job of Senior Stores Receiver, job class 9, the lower job in the National P. and M. Seniority Unit of which he was already a part. This action resulted in the grievance.

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The Union emphasizes that the Company created the problem in the first place, by virtue of the merger, and should attempt to solve it equitably. The Union points to the possibility of transferring Grievant to the P. and M. Local at Duquesne, and permitting him to continue his job function there. It cites the further possibility of setting up a one-man bargaining unit for Grievant at Duquesne. The Union calls attention to the fact that, although the requisitioning is at Duquesne, the physical stores inventories remain at National. The Union is critical of the method by which the Company dealt with a long-service employee like Grievant. The Company, according to the Union, did not bother to contact the National P. and M. Local to advise it of the problems and enable it to help protect Grievant's position. The Company did not give Grievant the same option to move to Duquesne as it did to the junior salaried Clerks. The Union claims the company deliberately misled Grievant into believing, over a long period of time, that his problems would be satisfactorily solved. In the Union's view, these Company misfeasances and malfeasances constitute discrimination against Grievant.

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The Company views its decision to consummate the merger of the two Plants as a valid business judgment, proper under the Basic Labor Agreement. This merger, and the resultant transfer of the job functions to Duquesne led to the ultimate elimination of the Grievant's Order Clerk position at National. The Company states it has no objection to Grievant moving into the Duquesne Salaried Local. However, this attempt to accommodate Grievant was blocked by the failure of the Duquesne and the National Salaried Locals to both agree to the move. While conceding it did not attempt to move Grievant into the Duquesne P. and M. Local, the Company maintains it would encounter the same problem of negotiating a satisfactory agreement between it and the National P. and M. Local, should it attempt to do so. The Company emphasizes that problems such as this are bound to exist when P. and M. and Salaried employees work side by side on the same kind of job.

The Company points out that it attempted to solve Grievant's unique difficulty by retaining him and his job functions at National; this, however, did not prove to be efficient, so that sound business judgment dictated the final transfer of all the functions. It then became necessary, says the Company, to slot Grievant somewhere else at National, which it did. Now, the Company asserts, the job no longer exists, in any form, at either Plant.

FINDINGS

The Company transferred all the requisitioning functions to salaried personnel at Duquesne in connection with the merger of the two plants. This included the work of Grievant, as a P. and M. Order Clerk. The Company effectuated a written arrangement, in accordance with Paragraph 13-E of the Salaried Agreement, with the Salaried Locals at both plants, involving the possible transfers of Salaried employees.

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When the Company indicated to Grievant that he would be moving to Duquesne, in accordance with his expressed desire, it was on the basis that he would be first transferred into the National Salaried Local and then moved from that Local to the Duquesne Salaried Local, continuing all the while in his same job function. Grievant, as the only P. and M. employee involved, could not be so moved without the concurrence of both Salaried Locals. Once this concurrence was refused, this avenue to accomplish the desired transfer was closed. Management next attempted to retain part of the requisitioning work at National and keep Grievant on his job there. This solution was also found to be unworkable. At that point, Management chose to treat Grievant as an employee affected by a decrease in force at National, entitled to exercise his rights under Section 13-G of the P. and M. Agreement. His demotion followed. As a result, Grievant, who wished to move to Duquesne, was denied the opportunity, while two other Salaried personnel, performing the same function, were given such an opportunity, and declined.

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As ruled in Case USC-1182, the Basic Agreement does not bar the Company from moving a given type of work from one plant to another when it concludes in good faith that there are sound business reasons to do so. There is, moreover, no reason to find that the assignment of this particular work to salaried personnel at Duquesne Works was improper under the practices as to the scope of the bargaining units which prevailed there. Thus the real problem in this grievance falls under Section 13-E of the P. and M. Agreement as well as under Section 13-E of the Salaried Agreement. While the Company followed the provisions of the Salaried Agreement, it failed to do so, as to Grievant, under the P. and M. Agreement. Thus, Grievant has been prejudiced by a failure, up to this point, to follow a remaining available avenue for dealing with the kind of problem in which Grievant was caught up. Until the Company has made a good faith effort to exhaust the procedures under Section 13-E of the P. and M. Agreement, it cannot be concluded that the only solution was to retain Grievant at National and demote him.

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USS-7845-T

AWARD

This grievance is returned to the parties for further action in accordance with the recited Findings.

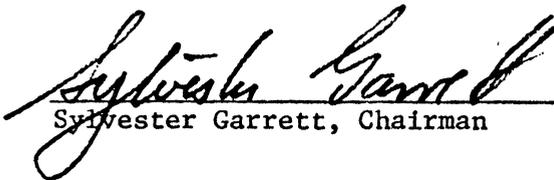
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Findings and Award recommended by



Hillard Kreimer, Arbitrator

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



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Sylvester Garrett, Chairman