

3-23-1971

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

Sylvester Garrett
Chairman

Milton Friedman
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 Friedman, Milton, "United States Steel Corporation (Eastern Steel Operations) Fairless Works and United Steelworkers of America Local Union 5092" (1971). *Arbitration Cases*. 59.
http://knowledge.library.iup.edu/garrett_series/59

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-7964-S

March 23, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
(EASTERN STEEL OPERATIONS)
Fairless Works

AND

Grievance No. SFL-70S-59

UNITED STEELWORKERS OF AMERICA
Local Union No. 5092

Subject: Seniority (Job Posting): Timeliness of the Grievance

Statement of the Grievance: "We the undersigned feel that our contractual rights have been violated under the basic labor agreement whereas:

"Facts: The Union contends that the Company failed to post the position of Head Design Draftsman and did assign the direction to an excluded person.

"Remedy Requested: Post position JC 15 and make whole all monies lost."

Contract Provisions Involved: Sections 2-A, 9-G, 13-A and 13-G of the Salaried Agreement dated August 1, 1968, and Section F-6 of the Local Seniority Agreement.

Grievance Data:

	<u>Date</u>
Grievance Filed:	March 5, 1970
Appealed to Step 3:	March 18, 1970
Step 3 Meeting:	March 24, 1970
Appealed to Step 4:	April 6, 1970
Step 4 Meeting:	June 3, 1970
Appealed to Arbitration:	August 11, 1970
Case Heard:	February 2, 1971

Statement of the Award:

The grievance is dismissed.

BACKGROUND

USS-7964-S

This grievance arose in the Engineering Department of Fairless Works and concerns the failure of the Company to post the (Head) Design Draftsman position (JC 15) when an incumbent in the Mechanical unit, R. Miller, retired on January 31, 1970. The job description of the position includes assigning work to Layout Draftsman (JC 10) and Detail Draftsman (JC 7), reviewing and checking it. Such work apparently requires one and one-half to two hours per day; otherwise the duties are similar to the Design Draftsman's (JC 14). However, there is now only one Layout Draftsman in the Mechanical unit and no Detail Draftsman. 1

Basis for the grievance is that the function of the JC 15 position is being performed by non-unit personnel. The evidence discloses that supervisors have made the assignments and handled the JC 15 directional duties since 1959 when the squad structure of the Drafting Room terminated. Under the squad system there were groupings consisting of (Head) Design Draftsman, Design Draftsman, Layout Draftsman and Detail Draftsman. But from the time that this form of organization was abandoned, all work assignments have been made by supervision and none has been made by the (Head) Design Draftsman, despite the latter's job description. 2

In the 1950's the Engineering Department had four (Head) Design Draftsmen, three in the Mechanical unit and one in the Electrical, which is the only position presently filled. In 1966 one of the three in the Mechanical unit retired. When the Company did not fill the position, a grievance was filed. It was processed to Step 4 and then withdrawn without prejudice. In November, 1969, another (Head) Design Draftsman was promoted out of the Mechanical unit and his position remained unfilled. No grievance was filed. Thus only one incumbent remained, Mr. Miller. He actually did not perform the duties of his position since 1968, but instead worked with an Engineer processing drawings in connection with the development of the Galvanize line; he did not work in the Drafting Room at all. During all this time, supervisory personnel were the only ones performing the JC 15 directional duties. 3

The Union stated that so long as at least one incumbent remained on the job in the Mechanical unit, it did not press the issue when the Company stated that it had no need to fill the position. That is why the grievance was withdrawn in 1966 and why none was filed in 1969, the Union stated. But since the Company has now eliminated all employees occupying bargaining unit positions as (Head) Design Draftsmen in the Mechanical unit, the Union urges that such directional work as comes within their job description should not be performed by Management. The Union cited a 1962 Award in the Fairless Salaried unit, USC-1232, in which it was held that the Company could not refuse to post vacancies and instead have directional duties of bargaining units positions taken over by Management.

According to the Company, the Union's grievance is not well founded for the following reasons: 1) Management personnel had been handling the directional duties of the (Head) Design Draftsman position for many years; 2) the Union has not grieved (or followed through on a grievance) when two other incumbents left the position; 3) no change in work resulted from Mr. Miller's retirement, since he had not been performing the functions of the job for two years; and 4) if Mr. Miller's directional duties should not have been handled by Management, then there should have been a grievance in 1968 when Mr. Miller ceased performing all the functions of the (Head) Design Draftsman position.

In any event, the Company contends, the grievance is untimely. Mr. Miller retired on January 31, 1970, it was noted, but the grievance was not filed until March 5, more than 30 days later, despite the requirements of Section E-6 of the Local Seniority Agreement.

FINDINGS

The evidence which has been introduced is essentially undisputed. However, it is unnecessary to analyze the respective arguments of the parties on the merits. For the determination in this case must rest not on the substantive question but on the procedural one.

Section F-6 of the Local Seniority Agreement provides: 8

Any grievance pertaining to the application of seniority factors shall be initiated in accordance with the provisions of the grievance machinery of the Basic Labor Agreement, but in all cases shall be filed in writing within thirty (30) days after the cause thereof arose.

No challenge was made by the Union to the Company's procedural argument which was raised in the Fourth Step and in the hearing. The relevant dates are uncontested. Mr. Miller retired on January 31, 1970. His position was vacant on February 1 (and presumably the vacancy was anticipated before that). If the failure to post a (Head) Design Draftsman's position was improper, the impropriety arose no later than February 1. 9

Aside from any waivers flowing from the Union's failure to protest removal of directional duties a decade ago and its failure to contest other unfilled vacancies in this job, the instant grievance must necessarily fall as untimely. 10

A grievance involving posting of a job must "in all cases...be filed in writing within thirty (30) days after the cause thereof arose." The latest date that the grievance could have been filed under Section F-6 of the Local Seniority Agreement was March 2, 1970. Under the circumstances, the grievance must be dismissed. 11

AWARD

The grievance is dismissed. 12

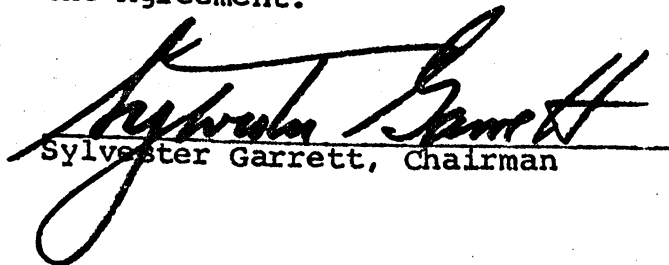
4.

USS-7964-S

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