

2-12-1971

# United States Steel Corporation Eastern National-Duquesne Works and United Steelworkers of America Local Union 1408

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BOARD OF ARBITRATION

Case No. USS-8058-T

February 12, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
EASTERN STEEL OPERATIONS  
National-Duquesne Works

and

Grievance No. TN-70-38

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1408

Subject: Reassignment of Duties

Statement of the Grievance: "Revision No 12, Incentive application 037-00-01 is improper and unacceptable to the men and union. The Company is transferring inspector work to floor man with one inspector being eliminated from the present plan.

"Facts: Management is changing crew size in Rev 12, application 037-00-01 requires a minimum of 8 inspectors, also the company has always assigned at least 8 inspectors in the past, there are no new or changed conditions, also the incentive application should remain the same.

"Remedy Requested: Withdraw Rev. 12, assign the proper crew size as outlined in incentive application to the proper people also pay employees all loss of earnings."

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Contract Provisions Involved:  
1968 Agreement.

Sections 2-B and 9 of the August 1,

Grievance Data:

Date

Grievance filed:	March 12, 1970
Step 2 Meeting:	April 9, 1970
Appealed to Step 3:	April 13, 1970
Step 3 Meeting:	April 16, 1970
Appealed to Step 4:	May 13, 1970
Step 4 Meeting:	June 10, 1970
Appealed to Arbitration:	September 25, 1970
Case Heard:	February 4, 1971
Transcript Received:	None

Statement of the Award:

The grievance is denied.

This grievance from the Pipe Mills Quality Control Unit of National Works claims violation of Sections 1, 2, 4, and 9 of the August 1, 1968 Agreement in Management's ceasing to assign a Shipping Table Inspector to inspect coated pipe near the Weigher Station.

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The Shipping Table Inspector was established in Job Class 10 in 1946. Various incumbents of that job work at several stations throughout the Mill. In 1959 some customers for large-diameter, submerged-arc, electric weld pipe began requesting that an internal coating of an epoxy substance be applied to their pipe. Beginning then and continuing to the present, application of that internal coating was done by outside contractors, using leased National Works facilities. The contractors from the beginning were held responsible for meeting customer specifications on coating. Thus, contractors always have inspected that coating and still do so.

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In partial duplication of that inspection, the Company in 1962 assigned an additional one or two Shipping Table Inspectors (locally known as Paint Inspector) to check the condition of pipe coating, as an internal check for Management on the quality of the coating, which was a new function for National Supervision, and to inspect quality of the exterior and end-finishings of pipe.

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The "Paint Inspector" accomplished this by a close visual inspection of the exterior and ends of coated pipe and by inspection of the interior by use of a 150-watt spotlight. This was done near the Weigher's Station. The job also delivered to the paint contractor at the beginning of the turn eight blank metal and glass slides and received from the contractor at the end of the turn the same slides with paint samples on them. These the job sent to Quality Control. When the work station was added in 1962, the appropriate incentive application was revised to comprehend one or two additional Shipping Table Inspectors per turn. The ordinary final inspection of this pipe was made in the past and continues to the present, as the final check on product before release for shipment.

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In early 1970 Management decided for cost-reduction reasons that some of the work of the "Paint Inspector" no longer was necessary. The giving of slides to, and receiving of samples from, the paint contractor and delivery of them to Quality Control were eliminated. The Union witness said that the job used to gauge depth of the paint coating with a depth gauge. The Company denied that at the hearing but, assuming that the "Paint Inspector" did do that, it is clear that it no longer is done by any Company employee and is performed now only by the paint contractor. Finally, the job used to inspect welds and compile all necessary inspection reports. Those tasks no longer are performed at this location.

Thus, those functions of the "Paint Inspector" were eliminated, and no Shipping Table Inspector thereafter was assigned at that station. The incentive was revised accordingly. A function of the "Paint Inspector" job (visually examine painted surface on pipe and mark type of imperfections on end of pipe) was added to the Job Class 4 Weigher (Coated Pipe), which then was raised to Job Class 7.

This grievance followed, the Union arguing that Management's ceasing to assign the "Paint Inspector" violated a crew-size local working condition under 2-B-3. The Union urged also that a local working condition arose from the statement in the incentive brochure that the application covered a crew of eight to eleven Inspectors per turn. It was said, moreover, that Management's utilizing a Shipping Table Inspector from 1959 to 1970 created a 2-B-3 practice prohibiting it from reassigning those duties to other jobs. The Union claims that cost reduction is not a proper basis for eliminating a job.

#### FINDINGS

The Union's claim under 2-B-3 is without support in the evidence or the Agreement. The "Paint Inspector" carried out its functions alone, and there was no suggestion of a "crew,"

of which that job could be a part. The statement in the incentive brochure is significant for incentive purposes but has no bearing on Management's right to reassign duties between these jobs, as was held in N-294, USC-846, and G-156. Finally, it is clear under the Award in CI-257 that 2-B-3 does not stand in the way of Management's assigning and reassigning duties between position-rated jobs, in the circumstances of this case, including this work station of the "Paint Inspector" job.

Thus, the significant factors here are that Management decided that it no longer needed duplicate performance of some of the inspection of the coating on pipe, and it therefore eliminated part of that work at this station and assigned the balance to another position-rated job. Final inspection continues as in the past. The Company did not eliminate the Shipping Table Inspector job; it simply stopped assigning one incumbent at that location who had performed the specific function of paint inspection.

The "Paint Inspector" really performed only a very limited part of the Shipping Table Inspector job, and part of that was eliminated, with one function being transferred to the Weigher job. Thus, in light of the legitimate Management decision to eliminate some duplication of work, no violation of the Agreement was presented by the resulting transfer of some duties to another position-rated job.

The Union claim that Foremen now are delivering slides to and from the contractor did not hold up under the evidence, which indicates that those slides no longer are being delivered to or from the contractor by anybody. Finally, Management's reducing one incumbent from a job, which it properly could do in these circumstances, was not rendered improper by reason of the fact that that decision was motivated by cost-reduction concepts. Management may not reduce a crew protected by 2-B-3 solely for reasons of cost, but here there was no 2-B-3 crew.

Accordingly, since no violation of the Agreement has been shown, the grievance will be denied.

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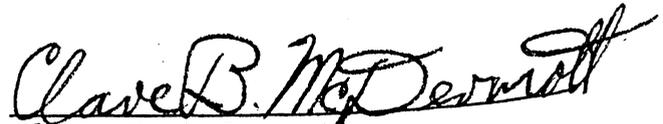
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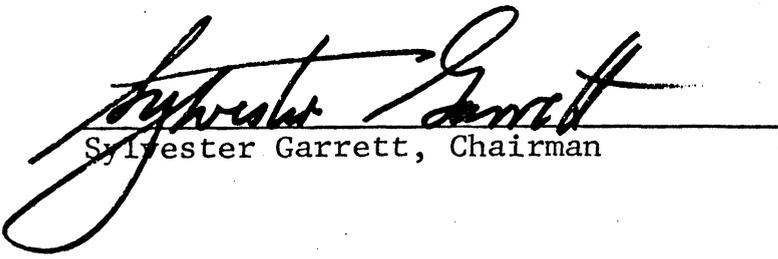
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The grievance is denied.

Findings and Award recommended  
pursuant to Section 7-J of the  
Agreement, by

  
Clare B. McDermott  
Assistant Chairman

Approved by the Board of Arbitration

  
Sylvester Garrett, Chairman