

9-10-1965

United States Steel Corporation Heavy Products Operations Duquesne Works and United Steelworkers of America Local Union 1256

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Recommended Citation

Garrett, Sylvester and Altrock, David C., "United States Steel Corporation Heavy Products Operations Duquesne Works and United Steelworkers of America Local Union 1256" (1965). *Arbitration Cases*. 282.
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BOARD OF ARBITRATION

Case USS-4966-H

September 10, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
Heavy Products Operations
Duquesne Works

and

Grievance No. A-63-54

UNITED STEELWORKERS OF AMERICA
Local Union No. 1256

Subject: Performance of Bargaining Unit Work by Supervisors.

Statement of the Grievance: "We the Detail Schedulers of the Conditioning Accounting Department, located in the 2lyd. office serving the Primary Mills, Production Planning, Bar Mills and Conditioning Departments contend it is unjust to eliminate the 11PM to 7AM Scheduler.

"The functions of this position exist and in part are being done by Management. There is also an added work load being placed onto the following scheduler."

This grievance was filed in the First Step of the grievance procedure July 22, 1963.

Contract Provisions Involved: Sections 2 and 13 of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case USS-4966-H

This grievance from Duquesne Works, as originally worded, protested Management's failure to assign a Detail Scheduler (Conditioning) (9638-9225) on the 11:00 p.m. to 7:00 a.m. turn and the contemporaneous assignment of certain Detail Scheduler functions to members of Supervision. Violation of Section 2-B-3 is seen in this Management action in July, 1963. At the Fourth Step level, and again at the hearing, both parties indicated to the Board that the failure to assign a Detail Scheduler on the 11:00 p.m. to 7:00 a.m. turn is no longer an issue, the sole matter for determination being the alleged performance of bargaining unit work by members of Supervision.

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The primary function of a Detail Scheduler is "To schedule all steel rolled in the Primary Mills to the various conditioning yards, stockfield, bar mills and trade customers; to expedite movement of steel to be conditioned from the Blooming Mills or storage area to and through the various conditioning yards." The Union specifically charges that Supervision invaded the work of the bargaining unit when it began performing functions restricted to the Detail Scheduler by Items 3 and 9 of Working Procedure.

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- "3. Expedites the movement of steel from the Blooming Mills or storage area to the various conditioning yards. Keeps mill personnel informed of scheduled rolling dates and the necessity of processing steel in time to meet scheduling dates or customer's promise dates.
- "9. Prepares, maintains and files various records and reports required in properly scheduling and expediting steel from Blooming Mills or storage to the various conditioning yards, such as, shipping tickets, shifting orders, stock disposition sheets, slow cool records, various production reports, test reports and demurrage sheets. Makes necessary corrections where discrepancies are found."

The protested action was the removal of a written schedule of requisitions, otherwise known as the Mill Schedule Log book, from the Detail Scheduler for use at a 1½ to 2 hour daily morning meeting of Supervision composed of the Conditioning Foreman and Management representatives from the Shipping, Materials Handling, and Production Planning Departments. At this meeting the Supervisors made additions and deletions to the Log book to render it current. These entries have been the exclusive prerogative of the Detail Scheduler for at least 25 years in the opinion of Union witness Pollak. Such Company usurpation is tantamount to "degradation" of the Detail Scheduler job. The Union recognizes no overlapping of managerial and Detail Scheduler functions as related to the proprietorship of and notations in the Log book although, of course, Detail Schedulers furnish information on request. In this crucial respect, contends the Union, the instant case is distinguishable from previous Board cases which did involve clear overlapping of bargaining unit and managerial functions or were based on fact situations where Management was reclaiming to itself duties previously done by it.

One prime thrust of the Company's case is that Supervisors of various departments at Duquesne Works perform the supervisory function of scheduling and expediting steel, drawing on data supplied by Detail Schedulers. A change in business climate in the last few years required that Management have more current information than was historically expectable from the Detail Scheduler's custody of the Log book 100 per cent of the time. Business and competitive changes are said to be that customers presently carry smaller steel inventories and therefore require speedier delivery from the Company. This, in turn, precludes the running of a single product for one or two weeks; requires frequent roll changes; and necessitates rigid adherence to meeting promised delivery dates. The possession of the Log book at the daily meeting of four different department heads, and their occasional penciled entries, is part and parcel of discharge of supervisory duties dictated by existing conditions. Correction of discrepancies, such as an improper delivery location or incorrect number of pieces, is seen by the Company as essential since, otherwise, Supervisors cannot fulfill their responsibility to

control product movement. On this very point--the control of product movement--the Company contends that this has always been a managerial function and never delegated to the Detail Scheduler. Anything in the job description to the contrary is considered misleading. Company testimony concedes that Detail Schedulers "normally" keep and maintain the Log book, making 99 per cent of the entries.

FINDINGS

The Board will take arbitral notice of the dynamic nature of changes in the business climate which may necessitate tighter controls of production, conditioning, and deliveries, but the hard core question in this case is whether a protected practice exists to the effect that the Detail Scheduler is the exclusive Log book custodian and scribe. Seemingly not. The nature and purpose of the Log is pivotal. It is a tool for Management's knowledge and control of steel orders being processed. Entries in the Log by responsible Supervisors acting to fulfill their responsibilities fall squarely within the realm of reclamation of management functions, and this has been previously found by the Board in cases to be permissible. Moreover, the record does not uncontrovertibly establish that Detail Schedulers have heretofore made all entries; there is evidence that Foremen have handled and made entries in the Log.

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Grievants' reliance on the appearance of certain duties in two items of the Job Description Working Procedure as a solemn guarantee that such duties must be performed for all time by Detail Schedulers only, seemingly rests on a fundamental misconception of the nature and purpose of Job Descriptions and Classifications. Their primary purpose is to slot jobs, in their relationship one to another, in such a manner as to permit payment of rates of pay that are as nearly equitable as fallible minds of men can attain. In actual practice, it is rare that all duties delineated under Working Procedure are performed at all times, and it

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is likewise true that some jobs perform functions not alluded to at all in their descriptions.

Since no Section 2-B-3 practice has been established beyond doubt and since Log-keeping may be delegated or reclaimed as dictated by business exigencies, the grievance must be denied.

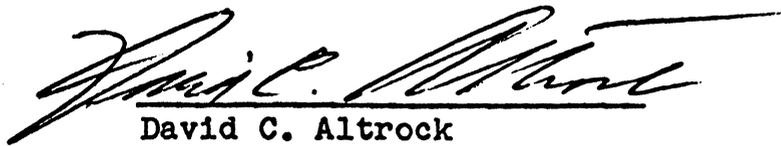
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AWARD

The grievance is denied.

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



David C. Altrock
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman