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United States Steel Corporation Sheet and Tin Operations Geneva Works and United Steelworkers of America Local Union 5236

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BOARD OF ARBITRATION

Case No. USS-5027-S

August 10, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Geneva Works

and

Grievance No. PM-11-64

UNITED STEELWORKERS OF AMERICA
Local Union No. 5236

Subject: Assignment of Duties.

Statement of the Grievance: "We, member of Local 5236, charge Management with violation of Sec 9 D of the April 6, 1964 agreement.

"On March 20, 1964 the company submitted the the union a notice of Job Discription & Classification change to the Final Inspection Job. The job content or functions of final inspector has not changed, butthe existing job of X-ray Operator has been changed by the installation of the Fluoro-scopic equipment.

"Management, ' cannot alter or evade the wage rate provisions of the agreement by designating the duties of existing job discription & classification to other jobs."

This grievance was filed in the Third Step of the grievance procedure May 18, 1964.

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Contract Provision Involved: Section 9-D of the April 6,
1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. USS-5027-S

This grievance, filed as a Union grievance, from the Metallurgical, Chemical, and Inspection Department of Geneva Works Pipe Mill claims that Management's assigning operation of the new fluoroscope to the Class 12 Final Inspector rather than to the Class 10 X-Ray Machine Operator violates Section 9-D of the April 6, 1962 Agreement, as amended June 29, 1963.

Both the X-Ray Machine Operator and Final Inspector jobs were established in 1955. The Primary Function of the X-Ray Machine Operator is "To take, develop and interpret X-ray photographs of the welded seam of finished Large Diameter Pipe." The Primary Function of the Final Inspector is "To inspect welded seams, ends and surface of finished Large Diameter Pipe."

In 1964 a new fluoroscope was acquired, and Management issued a Form G, adding operation of the fluoroscope to the Final Inspector job.

The grievance alleges that "Management cannot alter or evade the wage rate provisions of the agreement by designating the duties of existing job description and classification to other jobs." It is said that both the X-ray and fluoroscope equipment operate on X-ray principles, one on film and the other on a screen; that functions of the X-Ray Machine Operator have been added to the Final Inspector; and that the fluoroscope equipment has no relationship to the Final Inspector since the flow of pipe is from the X-ray equipment through the expander, fluoroscope and end facers, to the Final Inspector station.

The Union fears that the fluoroscope will replace use of X-ray equipment. Shortly after installation of the fluoroscope, X-Ray Machine Operators were cut back, but customers requested X-ray inspection, and the number of X-Ray Machine Operators at hearing time was the same as before introduction of the fluoroscope.

No classification issue is raised by this grievance, which disputes only Management's adding the fluoroscope to the Final Inspector, urging in the alternative that that equipment should be placed (1) in the X-Ray Machine Operator job or (2) in a new job created solely for that function.

In the grievance proceedings, Management questioned the propriety of the filing of a Union grievance in these circumstances, urging that there was no indication of a violation of the obligations of the Company to the Union as such. After filing of the present grievance, the Plant-Union Committee filed a classification grievance which apparently is pending in the grievance proceedings. 7

FINDINGS

At the hearing the parties went into the details of alleged similarities and differences in operation of X-ray and fluoroscope equipment. But, this is not a question of placement of a new job in the "most appropriate seniority unit" under 13-B for purposes of seniority units or even of lines of progression. Both the X-Ray Machine Operator and the Final Inspector are in the same department and seniority unit, the former being immediately under the latter in the line of progression. 8

The Union's allegations of similarities between X-ray and fluoroscope equipment are not unreasonable, but they are no more persuasive for present purposes than the differences pointed to by Management. The case in any event is not governed by such considerations. The controlling point is that nothing in 9-D or in the Awards cited by the Union prevents Management from adding this new fluoroscope equipment to the existing Final Inspector job in the present circumstances. 9

Accordingly, the grievance must be denied. 10

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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

Clare B. McDermott
Clare B. McDermott
Assistant Chairman

Approved by the Board of Arbitration

Sylvester Garrett
Sylvester Garrett, Chairman