United States Steel Corporation Tubular Operations Fairless Tube Works and United Steelworkers of America Local Union 5116

Sylvester Garrett
UNIVERSAL STATES STEEL CORPORATION
TUBULAR OPERATIONS
Fairless Tube Works

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 5116

Grievance No. NL-FS62-10

Subject: Transfer of Duties.

Statement of the Grievance: "Work that was performed by me is now assigned to persons outside the bargaining unit. This work has always been performed by an incumbent of my job.

"Facts: The duties of weighing trucks loaded with acid, fuel oil, lime slurry, zinc coating oil, and also the checking in of trucks for loads of pipe against the truck schedule are now being performed by Plant Protection.

"Remedy Requested: This work be returned to my job and cease being performed by persons outside the bargaining unit."

This grievance was filed in the First Step of the grievance procedure October 9, 1963.

Statement of the Award: The grievance is sustained respecting the weighing of stores commodities trucks, and that duty must be returned to the Salaried Bargaining Unit.

The grievance is denied as to the "clearing" of trucks entering the plant.
This grievance from the Production Planning Department of the Fairless Division of Lorain Works protests Management's transferring certain duties from the Salaried job of Shipping Clerk (Truck Scales) to Guards in the Plant Protection bargaining unit, represented by a different union, as violating Section 2 of the April 6, 1962 Salaried Agreement, as amended June 29, 1963.

From the beginning of operations at Fairless in 1953 and up to April 1, 1963, trucks coming into the plant to pick up pipe were weighed, light as they entered and heavy as they left, by the Salaried Job Class 7 Shipping Clerk (Truck Scales), using a scale near Gate No. 2.

Over the same period of time that job also weighed, heavy and light, trucks delivering stores commodities such as acid, fuel oil, lime slurry, zinc, and coating oil.

For approximately the same period of time, the Shipping Clerk (Truck Scales), on the basis of a shipping schedule prepared by the Shipping-Coordinator, would advise the Plant Guard at Gate No. 2, across the road and about 50 feet from the scale, as to whether each truck was authorized to enter the plant.

Those three duties were a relatively minor part of the Shipping Clerk's (Truck Scales) total responsibilities.

As of April 1, 1963, Management discontinued all weighing of pipe trucks, and the Company says that, with that weighing eliminated, it no longer was necessary to station the Shipping Clerk (Truck Scales) at the scale, and on July 29, the job's station was moved into the Warehouse, nearer the work to which most of its shipping duties were and are related.

Upon relocation of the Shipping Clerk (Truck Scales) into the Warehouse, the Salaried Job Class 4 job of Shipping Clerk (Warehouse) was eliminated. Abandonment of that job was not grieved.
Both light and heavy weighing of pipe trucks has been discontinued, and therefore there is no dispute about that task since it no longer is performed by any employee.

The dispute relates to the other two tasks formerly handled by the relocated Shipping Clerk (Truck Scales), heavy and light weighing of stores commodities trucks and authorizing entry of all trucks, since they now are performed by the Guard at Gate No. 2.

Since weighing of stores commodities trucks and passing on information relative to authority of all trucks to enter the plant always have been performed by the Salaried Shipping Clerk (Truck Scales), the Union argues that it is a violation of Section 2-B-3 for Management to transfer that work to jobs represented by a different union and excluded from the scope of the Salaried Agreement by Section 2-A.

**FINDINGS**

Dealing first with the dispute relating to the Guards' "clearing" trucks into the plant, proper resolution of that problem is clearly dictated by the evidence.

In the past, the Shipping Clerk (Truck Scales) looked to information on a shipping schedule prepared by Production Planning and if that schedule indicated that the proper truck had appeared at the gate at the proper time, he orally advised the Guard of that fact, and the Guard then followed his normal "admitting" procedure, such as registering the driver in, recording time of entry, and giving out a visitor's badge.

Under the present system, the Guard continues to follow the same "admitting" procedure, the only difference being that now, rather than being notified verbally by the Shipping Clerk (Truck Scales) as to whether the proper truck has appeared at the proper time, the Guard himself gets that information directly from a copy of the same shipping schedule which
is prepared in the same fashion as before by Production Planning. The Shipping Clerk (Truck Scales) did not make the shipping schedules; he merely passed on to the Guard one piece of information from it. The only change therefore is that one link in the chain of communication has been eliminated, and the Guard continues to work in this respect as he always did in the past.

Moreover, in light of the kind of duties traditionally performed by Guards in Plant Protection units, there is nothing unusual about their "admitting," "clearing," or "authorizing" entry of trucks into a plant. On the contrary, this is precisely in line with their normal functions and is one of the very reasons for their existence.

The Union notes that the copy of the shipping schedule now given to the Guard contains more information than he needs to perform his "clearing" function, and it suspects that he may be handling other duties as well. But there was no proof to support that suspicion. The relocated Shipping Clerk (Truck Scales) continues to receive his copy of the shipping schedule and to use it as he did in the past, and it would not be reasonable to require that, instead of using one of the ordinary copies of the uniform schedule, the Guard be furnished with a different sheet especially tailored to his needs.

Turning to the problem of weighing of stores commodities trucks, Management's reason for relocating the Shipping Clerk (Truck Scales) from the scale near Gate No. 2 to the Warehouse is persuasive and is not questioned by the Union.

Management's arguments seem to assume, however, that vast distances are involved here, but that is not so. The parties agree that the Production Planning Office in the Warehouse is about 150 feet from the scale, and surely walking that distance at normal pace cannot involve such a substantially greater period of time than it takes the Guard to walk the agreed 50 feet from the Guardhouse to the scale as to justify, solely on the basis of the difference in distances and times,
taking that duty from the Salaried Shipping Clerk and assigning it to Guards in the Plant Protection bargaining unit. Presumably it would take three times as long for the Shipping Clerk to walk 150 feet to the scale as it would the Guard to walk 50 feet from the Guardhouse to the scale, but the point is that the additional time, whatever it may be, is not sufficiently great to justify ignoring the fact that a salaried job always has weighed stores commodities trucks and that Management has transferred that duty to a job outside the Salaried Unit which never performed that task before.

It is true, of course, that no great period of time is required for weighing stores commodities trucks, and it is agreed that such trucks enter the plant at the average rate of about 1.3 per day. At that average and including walking, weighing, and recording, heavy and light weighing would take no more than six or seven minutes for the relocated Shipping Clerk and possibly a minute less for the Guard. That minute difference cannot justify Management's action, however, and the fact that the disputed duty is a minor one does not change that result. It is a separate and recognizable part of the Salaried job, and the Union is entitled to protest its being eroded by large or small invasions.

Some of the flavor of that conclusion is reflected in discussions which the parties agree were had in Step 4. Apparently, Management Representatives were asked if they could follow a Union suggestion of having a Salaried job weigh stores commodities trucks. They said it could be done but would be somewhat less convenient in that a Shipping Clerk would have to put on his coat if it were raining or cold. That kind and degree of inconvenience does not justify transferring the task to the Guard. Moreover, although no settlement agreement was reached, the witness admitted that from those discussions Union Representatives could have been led to believe that the problem had been resolved, particularly in light of the fact that just after the Step 4 meeting and for some time thereafter the Guard was ordered not to weigh stores commodities trucks.
In contrast to the present problem, the record in N-333, cited by the Company, clearly established that there the transfer of duties was firmly justified by the improved emergency ambulance service which resulted. Moreover, that case did not involve the Salaried Agreement, particularly Sections 2-A and 9-G-1.

Thus, it must be concluded that no violation of Section 2 of the Salaried Agreement appears in Management's having Plant Guards "clear" trucks entering the plant, but that the weighing of stores commodities trucks must be returned to the Salaried unit.

AWARD

The grievance is sustained respecting the weighing of stores commodities trucks, and that duty must be returned to the Salaried Bargaining Unit.

The grievance is denied as to the "clearing" of trucks entering the plant.

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

Clare B. McDermott
Assistant to the Chairman

Approved by the Board of Arbitration

Sylvestor Garrett, Chairman