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United States Steel Corporation American Steel and Wire Division Waukegan Works and United Steelworkers of America Local Union 2353

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BOARD OF ARBITRATION

Case A-1019

April 22, 1964

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
AMERICAN STEEL & WIRE DIVISION
Waukegan Works

and

Grievance No. WKC-299

UNITED STEELWORKERS OF AMERICA
Local Union No. 2353

Subject: Displacement From Job

Statement of the Grievance: "I, the undersigned employed in the Cost Analysis Department at Waukegan Works, contend that Management's action in displacing me from the job of Cost Standard Clerk on 11/19/62 is in violation of the basic agreement between the parties dated April 6, 1962, with particular reference being made to Sections 2-A, 2-B, 9-B, 9-C and Section 13 of said agreement. In addition, circumstances surrounding this infraction also constitutes a violation of the salary rate inequities agreement between the parties dtd May 6, 1950."

This grievance was filed in the Second Step of the grievance procedure January 25, 1963.

Contract Provisions Involved: Section 9 of the April 6, 1962 Salaried Agreement and the May 6, 1950 Salary Rate Inequities Agreement.

Statement of the Award: The grievance is denied.

BACKGROUND

Case A-1019

Waukegan Works employee Sisolak protests his displacement from the Cost Standards Clerk, Class 9 job in the Cost Analysis Section of the Accounting Department on November 19, 1962 as being a violation of Sections 2-A, 2-B, 9-B, 9-C, and 13 of the Basic Agreement and an infraction of the May 6, 1950 Salaried Rate Inequities Agreement.

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The Union believes that the principal and other functions of the job are being performed as in the past, but this is being done by a person or persons other than Cost Standard Clerks--more specifically, by non-eligible personnel. Particularizing its position, the Union asserts that Waukegan Works is comprised of two separate salaried bargaining units, one at the Cyclone Fence plant and the second at the American Steel and Wire plant about one-half mile distant. In 1962 the Company determined to transfer several salaried jobs from Cyclone to the Wire Mill. The Union initially became concerned and eventually incensed when it appeared, to the Union, that new jobs established at the Wire Mill were fewer than jobs eliminated at Cyclone Fence. In any event, Sisolak was assigned to the Cost Standards Clerk job at the Wire Mill as a result of this reshuffling and reassignment of duties. The Cost Standards Clerk functions, however, were doled out to Sisolak on a "piecemeal" basis, thereby giving rise to an inference that the Company, through non-eligible employees, was hedging on expeditious explanation of job duties to Sisolak and others, thereby denying to the bargaining unit full job functions. When Sisolak's Cost Standards Clerk job was terminated in November 1962, the grievant was denied his seniority rights and the Company evinced near bad faith, and certainly contract violation, by permitting non-eligible personnel to continue thereafter to perform a large segment of the Cost Standards Clerk's work.

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The Union's suspicions were aroused by the Company's reluctance to furnish an up-to-date description of job duties performed by non-eligible personnel at the Wire plant and the Cyclone Fence plant, thereby depriving the Union of solid ground from which it could determine what and how much bargaining unit work was being performed by excluded personnel. This does violence to the May 6, 1950 Agreement, particularly the "Basis for Determining Scope of Bargaining Unit" and "Part 1--Determination of Excluded Status." The non-eligible employee

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most strenuously objected to by the Union as encroaching on bargaining unit work--i.e. Sisolak's Cost Standards Clerk functions--is Class 11 Cost Analyst (Appropriations) Kretschmer.

At the threshold of its presentation the Company attempted to clarify the point that it has not eliminated the Cost Standards Clerk job but has displaced one of two incumbents, the less senior Sisolak being assigned on November 19, 1962 to his former Budget Control Clerk job, also Class 9. This move was prompted by a reduction of about 50% of the volume of work available for the Cost Standards Clerk job. It is true, says the Company, that the Cyclone Cost Standards Clerk job was transferred to the Wire Works and assigned to Sisolak as a result of job posting on March 19, 1962. At that time it was deemed necessary to subject Sisolak to extensive training for a prolonged period of time and this instruction and training was supplied by Kretschmer, who had learned the Cyclone job while formerly at Cyclone and who taught Sisolak in addition to performing his non-eligible Cost Analyst (Appropriations) job. There was no practical alternative since, contends the Company, "there was literally no one at Waukegan Works, either in or out of the bargaining unit, who knew how to do the work in relation to Cyclone products." Instruction continued from March 19, 1962 until the Fall of that year when, the Company avers, accumulated changes reduced by one-half the work available for the two Cost Standards Clerks. After November 19, 1962 and the reassignment of Sisolak, Kretschmer reversed field and began instructing the remaining incumbent, Kapter, on Cyclone operations, still performing his, Kretschmer's, regular non-eligible job.

The changes relied on by the Company as justification for displacement of Sisolak are summarized in the Step Three minutes as follows:

- "1. Effective 8/1/62 consolidation of Cyclone-Oakland operations with Columbia-Geneva Division operations resulted in the reduction of approximately 20% or 35 hours per month of the workload on M. Sisolak's job, Cost Standards Clerk, Plant Code No. 419-201, Job Class 9 (Position B).

- " This consolidation also reduced the total workload on V. Kapter's job, Cost Standards Clerk, Plant Code No. 419-201, Job Class 9 (Position A) approximately 3% or 5 hours per month.
2. Effective 10/1/62 Standard Product Costs were established for posts, gates, and other items which were formerly developed on an individual basis for each order. The reduction in the workload on M. Sisolak's job resulting from this change was approximately 23% or 40 hours per month.
 3. Effective 11/1/62 the interim revision of standards required additional Standard Product Costs for chain link fence, although additional Standard Product Costs were developed, they were used only for 'work done' purposes. Also, the 'old' product costs were required to be used for inventory purposes. This resulted in maintenance of two sets of Standard Product Costs for each product involved. Subsequently on 12/1/62 the 'general revision of standards' made it possible to eliminate these two sets of costs for chain link fence. The elimination of this work reduced the workload on M. Sisolak's job approximately 12% or 20 hours per month.
 4. Effective 12/1/62 the revision to standards change installation scheduled became effective. Prior to this date all minor standards changes were installed as they occurred. Currently the changes are held until the cumulative effect of the individual changes is significant enough to warrant installation. The proposed standards changes are evaluated by the Industrial Engineers to determine the impact on the accounting system. The reduction of work related to this change on M. Sisolak's job is approximately 8% or 15 hours per month of the total workload. Also the reduction of work involved

" above resulted in the reduction of approximately 29% or 50 hours per month from the total workload on V. Kapter's job."

The Company's arithmetic indicates a gross monthly reduction of 165 hours and a net reduction from Sisolak's job of 110 hours. Supervisor of Cost Planning Fossland adopts 173 hours per month as the norm for a salaried employee.

The Company denies that the Union requested job descriptions for all non-eligible jobs at Waukegan and Cyclone. It concedes, however, that some non-eligible jobs have not been brought up to date with G Forms but this is immaterial since the Company has no obligation to do so.

Company witness Fossland testified that Kretschmer has performed no Cost Standard Clerk work since March or April 1963, when incumbent Kapter took over the job in toto. This admission, coupled with Supervisor of Labor Relations Etter's statement under date of November 27, 1962 (Union Exhibit 4) establishes that Kretschmer did perform eligible work before and after the grievant's displacement on November 19, 1962.

DISCUSSION AND FINDINGS

The preponderance of the evidence establishes that non-eligible employee Kretschmer ceased all instruction and training of a Cost Standards Clerk in March or April, 1963, after having trained first Sisolak and then Kapter for some 12 or 13 months. The suspicion that this training for such a long time was a subterfuge or ruse for retaining certain job functions in the hands of a non-eligible employee dissipates rather effectively before a thorough study of the job description of this Class 9 salaried Cost Standards Clerk job and consideration of the dissimilarities of the job as actually worked in connection with Waukegan and Cyclone products. Training was necessary and it is difficult to discover, and the Union has not established, any unwarranted invasion of the bargaining unit. This difficulty is fed by

certain overlappings between Kretschmer's Cost Analyst (Appropriations) and the Cost Standards Clerk job descriptions. To this overlapping can be attributed Union witness Streib's sure knowledge that Kretschmer furnishes certain information to him on request. Kretschmer apparently is entitled to do so under Item 3 of his job description, although the information furnished may be worked up by the remaining Cost Standards Clerk.

At the Fourth Step meeting "the Union stated that in their opinion enough work remained in this section after the grievant's job was terminated to require an additional employee." It is this suspicion, amounting to conviction, that troubled Grievance Committee Chairman Canelakes, who testified clearly that the remaining duties cannot be in limbo but must be performed, are not being performed by bargaining unit people and, ergo, are being done by non-eligible persons. This position is eroded by failure to delineate with precision the duties to which objection is taken and by the fact that it is apparent from the assertions, presentations, and testimony of both parties (including Chairman Canelakes' candid statement on cross examination) that the changes quoted in Background did reduce the workload on Cost Standards Clerks to some extent. Without adopting the Company's conviction that 165 hours per month have been eliminated, and assuming that the Company's estimate may err on the high side, the sum and total of this record requires a finding that a substantial segment of Sisolak's former duties and workload simply does not exist. This should be read along with reiteration that the weight of the evidence establishes that non-eligible employees no longer perform any Cost Standards Clerk functions other than those legitimately within the grey area between the Cost Analyst (Appropriations) and Cost Standards Clerk jobs sanctioned by the respective job descriptions. Thus the Company, on this record, was entitled to rely upon the substantial changes to displace a no longer needed Clerk.

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There is no evidence on which to base a finding that the grievant's seniority rights were violated at the time of his displacement and the parties did not address themselves to Section 13 at the hearing.

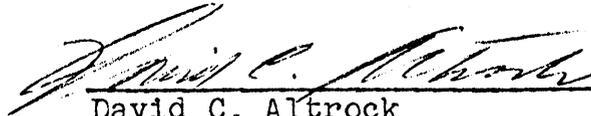
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AWARD

The grievance is denied.

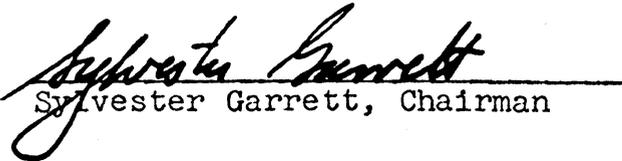
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Findings and Award recommended
pursuant to Section 7-J of the
Agreement, by



David C. Altrock
Assistant to the Chairman

Approved by the Board of Arbitration


Sylvester Garrett, Chairman