

May 1953

American Steel & Wire Division Worcester Works and United Steelworkers of America, CIO Local 1885

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Recommended Citation

Garrett, Sylvester, "American Steel & Wire Division (Worcester Works) and USW Local 1885" (1953). Garrett Series. Paper 6.
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BOARD OF ARBITRATION

Case No. A-406

May 21, 1953

ARBITRATION AWARD

AMERICAN STEEL AND WIRE DIVISION
UNITED STATES STEEL CORPORATION
Worcester Works

and

Grievance No. WS-794

UNITED STEELWORKERS OF AMERICA, CIO
Local No. 1885

Subject: Job Classification.

Statement of the Grievance: "We, the undersigned, hereby claim a violation of Agreement as reached by the American Steel & Wire Company and the United Steelworkers of America - violation by the Company based upon memorandum of Understanding regarding Application of the May 8, 1946 Agreement as Amended leading to Agreement as of January 13, 1947 and identified as Appendix A, said violation occurring under heading of Conventions for Group Leaders."

This grievance was filed in the First Step of the Grievance procedure on February 22, 1949.

Contract Provision Involved: Section 9-D of the April 22, 1947 Agreement.

Statement of the Award: The grievance is denied.

BACKGROUND

This grievance requests that the job of Conductor (Standard Gauge) at South Works Plant of Worcester Works be raised from Job Class 13 to Job Class 15 by application of the Group Leader Conventions. 1

Although prior to February, 1947, the Conductors were considered as Foremen, they were told at that time that they were thereafter to work as "Group Leaders" in the bargaining unit. The Company then proposed a new job description for the Conductors, dated February 19, 1947, and a classification at Job Class 13. This proposed classification was on the basis of the Group Leader Conventions, relying on the fact that the Engineer (highest rated job in the group led) was classified at Class 11. 2

The local Union representatives did not sign the proposed classification for Conductor, but it was installed by local Management in March, 1947. As far as the local Union representatives were concerned, there was no dispute between the Union and the Company at this time, even though the classification was not signed by both parties. In fact, there was no indication of a difference of opinion locally as to classification of Conductors until December, 1948, when actions taken by the Company, described below, led to the present grievance. 3

The situation which arose in December, 1948 came after completion of a broad study undertaken by the Joint Wage Rate Inequity Committee covering transportation jobs throughout the bargaining unit. This over-all study resulted from numerous inquiries to the Joint Inequity Committee from various plants, as well as classification disputes in some, and continued through 1947 and into 1948, in an effort to develop a pattern for classification of transportation jobs in all plants covered by the Basic Agreement. Finally in May, 1948, the Joint Inequity Committee reached general agreement on a pattern of classification to be applied in the various Transportation Departments. 4

In the following months the Joint Inequity Committee reviewed the classifications of all Transportation Department jobs, including classifications previously agreed upon at the local level. Such classifications were adjusted where necessary to conform to the pattern agreed upon in May, 1948. As a result, some Engineer jobs were raised from Job Class 11 to Job Class 13. 5

In December, 1948, the job of Engineer (Standard Gauge) at Worcester was raised from Class 11 to Class 13; the Switchman was raised from Class 7 to Class 9; and the Fireman was lowered from Class 7 to Class 6. 6

At this time, however, the Conductors were not given an increase of two job classes under the Group Leader Conventions although there was no change in the duties required of them. This grievance in effect asks that the Company be directed to continue to treat the Conductors as Group Leaders, and give them two job classes above Engineers. 7

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FINDINGS

- The parties have agreed upon the description and classification of Conductor-Standard Gauge, at Worcester Works. 8
- The Company holds that this amounts to an agreement that Conductors no longer should be regarded as Group Leaders, since the agreed codings under the various factors of the job negative any inference that the job was being classified as a Group Leader job. 9
- The Union disclaims any knowledge, on the part of its Joint Inequity Committee representatives, that the Conductor job was treated as a Group Leader job. It insists therefore, that the Joint Inequity Committee could not be held to have decided that the job of Conductor no longer would be recognized as a Group Leader job. 10
- It is unnecessary for the Board to resolve this difference of opinion. If local Management erred in treating the Conductor as a Group Leader in February, 1947, and Management at a higher level later discovered the error in the course of the Joint Inequity Committee proceedings, this would seem to provide a sufficient basis for the action taken in December, 1948. At that time, Management was entitled to conclude that the Conductors at Worcester were properly classified under the agreed description for Conductor-Standard Gauge, and that there was no basis for continuing to treat them as Group Leaders. No agreement by the Union was necessary for Management to discontinue an erroneous treatment of the Conductor job, instituted without Union signature of the classification in February, 1947, and corrected by application of the agreed description and classification of Conductor-Standard Gauge in December, 1948. 11
- There is no showing that the Conductors at Worcester Works have any duties or responsibilities not covered by the agreed description of the job, hence the Board can find no basis to direct any increase in their job class. 12

AWARD

- The grievance is denied. 13

BOARD OF ARBITRATION

/s/ Sylvester Garrett
Sylvester Garrett, Chairman