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# United States Steel Corporation Sheet and Tin Operations Fairfield Works and United Steelworkers of America Local Union 2122

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BOARD OF ARBITRATION

Case No. USS-5227-S

December 30, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Fairfield Works

and

Grievance No. 155-JC-28

UNITED STEELWORKERS OF AMERICA  
Local Union No. 2122

Subject: Job Description and Classification

Job Description and Classification Stipulation:

Job in Dispute: Physical Tester

Stipulation dated: March 18, 1965

Contract Provisions Involved: Section 9-D of the April 6, 1962 Agreement, as amended June 29, 1963, and the January 1, 1953 Job Description and Classification Manual.

Statement of the Award: The case is returned to Step Four for further consideration in light of this Opinion.

BACKGROUND

Case USS-5227-S

This grievance from the Tin Mill Metallurgical and Inspection Department of Fairfield Works protests classification of Factor 5 of the changed job of Physical Tester under Section 9-D of the April 6, 1962 Agreement, as amended June 29, 1963, and the January 1, 1953 Job Description and Classification Manual.

1

The job of Physical Tester had the Primary Function of selecting samples and performing routine physical tests on tin plate or black plate for hardness, ductility, and bending properties.

2

Effective October 31, 1963, the following duties were added to his Working Procedure:

3

"Item 6:

"Rejects coils that fail to meet order requirements and recommends disposition of reprocessing of such coils.

...

"Item 12:

"Observes the handling of identification of coils and reports any discrepancies or questionable identities to operating foreman.

...

"Item 14:

"Observes strip at temper mills for shape and surface and notifies Roller and Foreman of failure to meet order requirements."

It is not disputed that these three additional working procedures in effect added the full scope of the duties formerly performed by the job of Strip Inspector (Temper Mill) which was described on March 9, 1956 and terminated on June 2, 1957. 4

The classification of the job of Physical Tester prior to October 31, 1963, and that of the terminated job of Strip Inspector are as follows: 5

Physical Tester

Factors	1	2	3	4	5	6	7	8	9	10	11	12	Total	
Classification	.3	1.6	2.2	1.0	C	1.8	CL.4	1.0	.4	1.5	.3	-	.4	10.9

Strip Inspector

Factors	1	2	3	4	5	6	7	8	9	10	11	12	Total	
Classification	.3	1.2	2.2	.5	D	3.5	CM.7	1.0	-	1.5	.3	-	.4	11.6

This comparison shows higher classifications in Factors 5 and 6 for the Strip Inspector, and in Factors 2, 4, and 8 for the Physical Tester. 6

The disputed Form G assigned to the job of Physical Tester the classification of the Inspector's job in Factor 6. In Factor 5 it increased the classification from the C to the D level but left the estimated cost of the material at 7

"up to \$500," giving it a classification of 2.4, rather than following the Inspector's classification which gave materials a value of "up to \$1,000." The net change shown is .9 for 11.8. Since the change is less than one full job class, the total classification remained at 11.8 for Job Class 11.

The Union questioned the material value arguing that it should be the same as that in the Strip Inspector classification. On the strength of actual production reports, the Union argued that the dollar value would exceed \$500 under the provisions of Section C-12-b-3 of the Manual, which provides:

"In determining the monetary loss to be considered in the application of this factor of classification; the material losses represented by the difference between good and bad inspection practice is considered to be 5 per cent of one turn's production for which the tester or inspector is responsible."

(Underscoring added)

There is no indication in this provision of the Manual, the Union argues, that the amount of production for which the Inspector is responsible should be reduced to the 100% level of incentive production.

The Union refers to Cases USC-1239, -1240, -1241 as supporting its position.

The Company, on the other hand, relied on Section C-5-e of the Manual which reads as follows:

"Classification of each job shall take into account the kinds of work performed and the surrounding circumstances when the employee on the job is performing at normal pace."

The Company argued that an incumbent of the Physical Tester job may be responsible for either (1) inspection on the newer No. 6 Temper Mill alone, (2) inspection on the combined operations of the older No. 4 and No. 5 Mills, or (3) inspection on No. 4 or No. 5 Mills individually. Taking representative periods of production and reducing tonnages to "normal pace" i.e., the 100% level of incentive performance, the Company obtained a dollar value of \$337 for turn tonnages on No. 6 Mill, of \$414 on No. 4 and No. 5 Mills, and of \$196 on No. 4 Mill alone, and of \$217 on No. 5 Mill alone, all below \$500. 12

The job description of the Strip Inspector spells out under "Materials" that inspection was to be performed normally on two or three mills. Incumbents of the Physical Tester job, however, were specifically instructed never to inspect materials on No. 6 Temper Mill and any other mill, at the same time, since their primary responsibility is physical testing of materials rolled on all mills, and their work load would not permit any other procedure. (Entries in the logbook to that effect are dated in the Spring of 1964, although Form G was issued in the Fall of 1963.) 13

The Company argued that the "normal pace" provision of Section C-5-e of the Manual is applicable to inspection jobs. If classification depends on actual performance, it would have to be adjusted whenever the incentive pace is increased or decreased by production crews. 14

#### FINDINGS

Cases USC-1239, -1240, -1241 did not pass on the issue involved in this case since it concerned classifications on a new No. 1 2-Stand Cold Reduction Mill for which an incentive plan had not been developed at the time 15

the job descriptions and classifications were established and where it was not possible to establish "normal pace" based on incentive performance. The precise problem involved here has been before the Board twice in Cases COL-76 and T-442 but the decisions in these cases did not turn on this point.

The record indicates, however, that there never was a meaningful discussion between the parties concerning the interpretation and relationship of Sections C-5-a, C-6 and C-12-6-3 of the Manual. The Union argued its theory of the applicability of "normal pace" to the facts of this case for the first time at the hearing. The case, therefore, is returned to Step Four in the anticipation that a full review of the Union's arguments will lead to a resolution of this grievance.

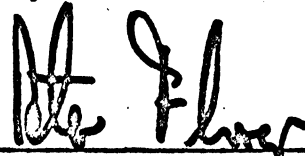
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#### AWARD

The case is returned to Step Four for further consideration in light of this Opinion.

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



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Peter Florey  
Assistant to the Chairman

Approved by the Board of Arbitration



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Sylvester Garrett, Chairman