

9-10-1965

# United States Steel Corporation Tubular Operations Lorain Works and United Steelworkers of America Local Union 1104

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BOARD OF ARBITRATION

Case No. USS-5057-T

September 10, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
TUBULAR OPERATIONS  
Lorain Works

and

Grievance No. N-L62-542

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1104

Subject: Work Assignment

Statement of the Grievance: "We request the company refrain from using equipment and personnel from outside our seniority unit to perform work belonging in our Truck Service Department.

"Facts: This equipment and operators should be in the Truck Service Department.

"Remedy Requested: Asking that the company cease and desist from such action; that this job be properly described and classified; and for all monies lost from the first day this job started."

This grievance was filed in the First Step of the grievance procedure May 5, 1964.

2.

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Contract Provisions Involved: Sections 2 and 9 of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award:

The grievance is denied.

BACKGROUND

Case USS-5057-T

Several employees in the Truck Service Department of Lorain Works protest the assignment of operation of a new Pitman hydra-lift truck to employees outside their seniority unit after acquisition of the truck on April 29, 1964. This action is said to violate Section 2-B-3, Section 9-A, -B, and -D, and Section 13 of the Basic Labor Agreement.

The truck-mounted hydraulic crane is capable of lifting up to 8,000 pounds. The crane is equipped with a telescopic boom, dual operation platforms, dual hydraulic outriggers, and boxes for cables, and hand tools. The Union contends that the boom truck, excepting its boom feature, is used for the same purposes as Truck Service Department trucks. It is essentially a stake-type truck with a certain added superstructure and is used to transport materials to job sites in the manner to which Truck Drivers are normally accustomed. Prior to its purchase, grievants transported sheeting, structural iron, and angles to the area where Riggers and other Craft employees doing maintenance work were located.

The Union notes that the Rigger job description does not call for operating trucks, but merely specifies tools. Riggers have taken over possession of the boom truck and use it daily, moving it from place to place as required by their work assignments.

The Company emphasizes that the boom truck, although concededly used for transporting some materials and for unloading and loading them, is also used for erecting on job sites and is therefore a proper tool for Riggers and others. With this distinguishing feature, it is apparent to the Company that the new boom truck is not basically the same as the Truck Service Department driven truck which it replaced. The driver is a working Rigger for whom truck driving is a periferal and

even minimal function compared to rigging. Since the boom truck is driven an average of 50 miles a week, it is apparent to the Company that it would be impractical to assign a Truck Driver. Such a driver would merely drive the boom truck from one location to the next job site and would either stand around for the balance of the turn or have to be picked up by another truck and transported back to the Truck Service Department, leaving the boom truck for the Riggers to employ in performing their jobs. This would be unwieldy and a waste of time.

The boom truck, continues the Company, is frequently kept in the Gas Garage or in close proximity to the Riggers Building.

The General Foreman of the Mobile Equipment Operations Department testified that his department operates nothing remotely similar to the new boom truck and considers that it would be impractical for his department to take it on and fit its particular use into the dray order system pursued by the department when a truck's services are requested. He agreed that the department has three boom trucks and attempted to indicate their differences from the truck here in question.

Evidence was introduced to establish that other departments employ trucks and motor vehicles that are operated by employees other than those in the Truck Service seniority unit.

### FINDINGS

The total bundle of evidence in this case requires the conclusion that the boom truck is a standard truck for purposes of Truck Service unit jurisdiction and control only in the sense that a cabin cruiser and a canoe are both boats. Seemingly the Union witnesses conceded this at the hearing by agreeing that a boom truck would be a standard truck if its superstructure

(boom, outriggers, dual operator platforms, etc.) were to be removed, and yet it is these very items of equipment that make the boom truck suitable for its highly specialized purposes.

It is true that the boom truck has been transporting materials that could be delivered by the Truck Service unit, but this is an incidental, periodic, and not very time-consuming phase of the duties of Riggers and others in maintenance work. As such, it closely resembles the duties performed by other non-Truck Service unit employees - for example, Quality Control Division employees operate a truck which delivers test samples; Crane Service drives a truck to deliver parts and fuel; the Payroll Bureau possesses a panel truck driven by the Time Keeper who delivers materials - time cards; the Welder Craft operates a truck equipped with a welding machine and welding materials; and Linemen (Electric) utilize a truck in performing their duties. These various trucks are garaged at or near the office or headquarters of their respective departments and all transport the materials that are essential to their basic duties, just as Riggers use the boom truck to carry materials and equipment used by them in rigging.

Thus, it would seem that the Section 2-B-3 practice which grievants rely upon, in part, is not substantiated by the record of such assignments at Lorain Works. Moreover, the conclusion seems reasonable that the boom truck is, in a real sense, a "tool" within the meaning of the Riggers' job description.

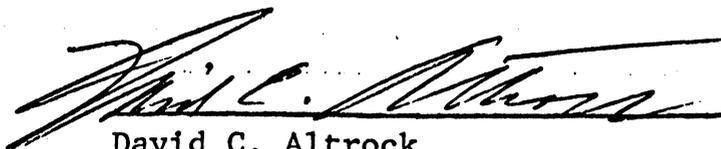
AWARD

The grievance is denied.

4.

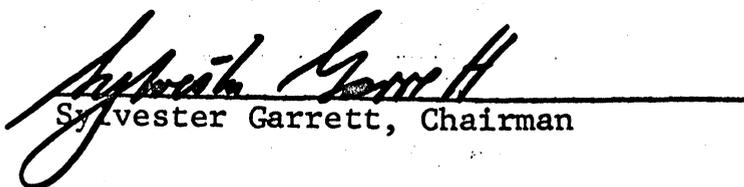
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Findings and Award recommended  
pursuant to Section 7-J of the  
Agreement, by



David C. Altrock  
Assistant to the Chairman

Approved by the Board of Arbitration



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Sylvester Garrett, Chairman