

2-10-1965

United States Steel Corporation Sheet and Tin Operations Rail Transportation and United Steelworkers of America Local Union 3662

Sylvester Garrett

Follow this and additional works at: http://knowledge.library.iup.edu/garrett_series

Recommended Citation

Garrett, Sylvester, "United States Steel Corporation Sheet and Tin Operations Rail Transportation and United Steelworkers of America Local Union 3662" (1965). *Arbitration Cases*. 378.
http://knowledge.library.iup.edu/garrett_series/378

This Article is brought to you for free and open access by the Sylvester Garrett Labor Arbitration Collection at Knowledge Repository @ IUP. It has been accepted for inclusion in Arbitration Cases by an authorized administrator of Knowledge Repository @ IUP. For more information, please contact cclouser@iup.edu, sara.parme@iup.edu.

BOARD OF ARBITRATION

Case No. T-1032

February 10, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Rail Transportation

and

Grievance No. 237-65

UNITED STEELWORKERS OF AMERICA
Local Union No. 3662

Subject: Claim of Changed Job.

Statement of the Grievance: "We, the undersigned, request that management develop a new rate for the job of Conductor.

"Facts: Management has modified the occupation of Conductor by adding the new duties of operating a 'Walkie-Talkie' radio in addition to their regular duties, thereby adding additional responsibilities. This is in violation of Section 4-E, Basic Agreement, dated July 1, 1962."

This grievance was filed in the Second Step of the grievance procedure June 12, 1963.

2.

T-1032

Contract Provision Involved: Section 4-E-2 of the April 6,
1962 Conductor Agreement.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. T-1032

This grievance from the Conductor Unit of the Rail Transportation Department at Ensley Steel Works requests that Management develop a new rate for the Conductor job under Section 4-E-2 of the April 6, 1962 Conductor Agreement because of alleged changes in job content.

Prior to June 1, 1963, Conductors working at the Ensley Open Hearth-Mills area, referred to as the Steel Hole, had been supervised by a Yardmaster at that location on all three turns. On June 1, 1963, use of that Yardmaster was terminated on the A and C turns on weekdays and all turns on the week end, and Conductors at that location on those turns were given "Walkie-Talkie" radios to provide two-way communication with the Yardmaster stationed at the Ensley Blast Furnace area, about three-quarters of a mile away. That distance may be greater or less, as the two employees move about in their routine duties.

The Conductors involved are thus supervised now on weekday B turns by the Yardmaster at the Steel Hole, as before, but on A and C turns on weekdays and all turns on the week end are supervised by the Yardmaster at the Blast Furnace, with whom they communicate by use of the radio.

Section 4-E of the Conductor Agreement reads as follows:

"E. New or Changed Jobs

1. When Management establishes a new job or occupation for which no rate exists, or
2. When Management materially changes jobs or occupation responsibilities,

Management will develop an appropriate rate for the new or materially modified job or occupation by the regular procedure in effect in the Company. The appropriate rate developed will be fully explained to the grievance committee with the objective of obtaining their agreement to the installation of the proposed rate. In the

" event Management and the grievance committee fail to reach an agreement as to the new or modified rate, such rate may be established by Management and the Union may carry the grievance, if any, through all steps of the contract procedure established for the settlement of grievances, including arbitration, to determine whether the rate of pay received by the employees involved is proper, based upon the duties, responsibilities, and working conditions of the occupation involved as compared with the duties, responsibilities, and working conditions of other jobs or occupations within the collective bargaining unit. If the grievance is submitted to the arbitration procedure, the decision shall be effective as of the date when the new job was established or the change or changes installed but in no event earlier than 30 days prior to the date on which the grievance was filed."

The Union contention that Management has materially changed job or occupation responsibilities of the Conductor rests upon two main arguments: (1) Alleged added responsibilities and changed working conditions resulting from operation of the radio and (2) claimed performance by Conductors of certain supervisory duties formerly handled by the Yardmaster, who no longer is scheduled on the A and C turns during the week or on any turns on the week end.

Regarding the "Walkie Talkie" radio, the Union notes that it costs about \$700 and urges, therefore, that an expensive piece of equipment has been added to Conductors' responsibilities; that the approximate 28-inch extended length of the antenna is an added hazard in that it could jab the eye of the Conductor who carries the radio on a strap at his waist; that the antenna could become caught on moving cars; that a Conductor had a near accident when the carrying strap caught on a moving car and he had to run alongside the car until he could disengage the strap; and that the 35-ounce weight of the radio is objectionable.

The Union notes that the operating instructions for use of the radio state "Never use profanity, when transmitting messages on the Radiophone." It is said that posted bulletins repeat that rule, and the Union stresses that Conductors could be subject to discipline for violation of that prohibition. A Union witness said that one Conductor had been disciplined because of use of profanity on the radio. It is alleged, moreover, in very general terms and without citing any source, that a posted bulletin said that there was a Federal Communications Commission regulation prohibiting use of profanity on the radio and imposing a \$10,000 fine for its violation, as well as possible loss of the Company's license to use the equipment.

Respecting the charge that elimination of the Steel Hole Yardmaster on the weekday A and C turns and all turns on the week end has resulted in the Conductors' performing some duties formerly handled by that Yardmaster, the Union urges that Conductors now must know the location of rolling stock to be moved, whereas in the past the Yardmaster furnished that information to them; that Conductors now must spend considerable time walking around looking for cars, because the Yardmaster is not there to provide written switch orders; that Conductors now must convey more information to the Blast Furnace Yardmaster about the work to be done; and that in the past if the task of rerailing a wrecked or derailed car was a simple one, the Conductor would see to it, but if considerable damage resulted from wrecked or derailed cars, the Conductor could call the Steel Hole Yardmaster who could reach the scene quickly in order to supervise the rerailing, but now, with no Yardmaster in the area, the Conductor must call the Blast Furnace Yardmaster by radio and that the latter frequently asks the Conductor to supervise the rerailing for him.

Although asking that Management develop an appropriate rate for the allegedly materially modified Conductor job, the Union does not state what that rate should be.

Management believes that introduction of the radio amounts only to use of a new tool by Conductors to promote efficiency. The Company says that Conductors always have been

required to use telephones in order to communicate with Yardmasters and other employees and that the radios are no more than portable telephones which now provide better communication with the Blast Furnace Yardmaster, and that the added communication device did not materially change responsibilities of the Conductor job.

The Company notes that there is only one job specified by the Conductor Agreement, and that is Conductor, but that there are several different assignments where incumbents of that job may work. If an assignment is a desirable one, the senior Conductor will bid for it; if it is undesirable and no bids are made, the youngest Conductor on the "extra board" is given the assignment. The point argued is that there always have been differences between many of the Conductor assignments and that addition of radios on some turns is no more a significant difference for Conductors on those turns than the differences which always have existed between other Conductor assignments, for which no new rate ever has been requested. 11

Management cites additions of two-way radios to P&M jobs at various plants of the Corporation, with no change in rating, as showing that no new rate is required by such addition here. 12

Management next says that, although it eliminated one Yardmaster on some turns, it did not eliminate supervision, because Conductors at the Steel Hole now are supervised by the Blast Furnace Yardmaster, with whom communications now are maintained by use of the two-way radio, which is superior to the contact previously had between Conductors and the Steel Hole Yardmaster by telephone. This is said to follow because, although grievants work out of the Ensley Steel Hole, they move to more than 20 other areas in this and other plants and, in the past often were completely cut off from contact with the Steel Hole Yardmaster because they were in the field and isolated from communication by telephone, whereas now they may communicate by radio at all times. 13

The Company contends that Conductors always have looked for empty cars, even before elimination of the Steel Hole Yardmaster on some turns, and notes that Conductors always have rerailed cars, as well. Thus, Management concludes that Conductors took over no significant elements of Yardmaster duties.

14

FINDINGS

It must be noted initially that the Conductor Agreement makes no provision for a detailed and jointly administered Job Description and Classification Program, in any way comparable to those of the P&M or Salaried Agreements. This is perhaps explained by the fact that, except as changes may be made under Section 4-E, there is only one occupation, with one hourly wage rate, listed in Section 4-A of the Conductor Agreement, and that is Conductor, at \$3.135. But Section 4-E does not contain any predetermined steps at which a new rate must be set or a changed one must progress. It simply states, as to an existing job, that when Management "materially changes job or occupation responsibilities," it "will develop an appropriate rate for the...materially modified job or occupation by the regular procedure in effect in the company."

15

Thus, the initial question is whether, on the two grounds asserted by the Union, Management has "materially" changed "job or occupation responsibilities" of the Conductor job.

16

Treating the second charge first, it is clear that the grievance as filed originally and as processed through Step 3 claimed that Management's introduction of the radios had enabled it to eliminate a supervisory Yardmaster on some turns, and that Management should consider the resulting savings in evaluating the Union request for a new rate for Conductors. It was not until Step 4 that the Union initiated the allegation that elimination of the Steel Hole Yardmaster on some turns had caused Conductors to assume what formerly had been Yardmaster duties.

17

But, the record shows that there had been a Yardmaster who supervised Conductors at the Ore Yard on all turns in the past, and there is no suggestion that elimination of that Yardmaster some years ago resulted in a requested change of rate for Conductors. Moreover, several routine runs of these Conductors always have taken them to isolated areas, (such as Pine Pole), out of all personal or telephone communication with the Yardmaster. Thus, the existing situation presents nothing new in that regard, except that communication by use of the radio has been improved, as the Union agrees.

It is clear, therefore, that the duties of knowing the location of rolling stock, searching out the Yardmaster for switching orders, looking for cars, conveying information to the Yardmaster, and rerailling cars, are not new to Conductors and, even if they now are performed more frequently than in the past, it is not seen how that would amount to a material change of job or occupation responsibilities.

In closing rebuttal argument, the Union said that although Conductors had rerailled cars in the past, they had not supervised rerailling. But that is not an accurate view of the evidence, since the only Union testimony on the point is that, since elimination of the Steel Hole Yardmaster on some turns, the Blast Furnace Yardmaster sometimes has asked the Conductor to reraill cars if he thought he could, without the Yardmaster's coming to the site. Although in different language, that is practically identical to the Union description in Step 4 of the customary arrangement in the past.

Consequently, the Union charge that the Conductor job has been changed "materially" by its taking over supervisory duties from the Yardmaster fails for lack of proof.

If the Conductor Agreement covered several different jobs, with varying duties and a series of graduated rates, it would be possible to compare the duties in question here with some of the other jobs, as an aid in determining what was meant by a "material" change in job or occupation responsibilities.

No such guidance is provided by the Conductor Agreement, however, as to the magnitude of the change which the parties contemplated as being sufficient to require a different rate. But their use of the word "material," while it may include something less than "substantial," would appear to indicate that nothing less than "significant" was intended. In that light, it must be concluded that the Conductor job, always required as a matter of course to exercise the necessary care safely to move onto, climb over, and off of, moving cars, could not be said to have had its responsibilities materially changed by the additional requirement that it carry a 35-ounce radio while doing so. This is not to say that Conductors may not have been required initially and for a short time to be consciously careful with the then unfamiliar straps and antenna, but only that that rather insignificant factor is not a "material" change of job or occupation responsibilities.

Moreover, the addition of a \$700 radio could not "materially" change job responsibilities of a Conductor, who always has been responsible for equipment worth thousands of dollars.

23

If the present grievance had arisen because Management felt that it had made such additions to the Conductor job as to "materially" change "job or occupation responsibilities," and if it then had developed "an appropriate rate for the... materially modified job...by the regular procedure in effect in the Company," under the opening sentence of 4-E-2, and if the parties here were in dispute about whether that rate was "proper," under the third sentence of 4-E-2, then the only legitimate comparisons would be with "the duties, responsibilities, and working conditions of other jobs or occupations within the collective bargaining unit." Since there is only one job in this bargaining unit, however, there are no "other jobs or occupations" whose duties, responsibilities, and working conditions may be used as comparisons, and in that situation it well might be necessary to compare the Conductor job with the added duties, to the Conductor job without the added duties, which would be a

24

simple "before and after" comparison. At any rate, on the question of whether a rate developed by Management for a "materially modified job" is a "proper" one under the third sentence of 4-E-2, the parties agree that comparison with jobs classified under the P&M Agreement would be improper.

But this grievance does not raise that question, since the initial point on which the parties differ is whether, under the first sentence of 4-E-2, Management has "materially" changed "job or occupation responsibilities" of the Conductor, and on that question the Conductor Agreement does not limit comparison to other jobs within the bargaining unit. Indeed, it provides no guidance at all as to what comparisons may be made, aside from factors suggested by use of the word "materially," itself. Thus, on the issue actually raised, i.e., whether the addition alleged by the Union has "materially" changed "job or occupation responsibilities" of the Conductor, it would not appear improper to look to situations where reasonably similar additions have been made to P&M jobs.

The P&M classification system requires a Form G for many changes of job content which are nevertheless not sufficiently significant to require a change in classification or even a change in coding of any of the twelve factors. Thus, that classification system requires that account be taken of finer changes in job content than the "material" change, required by the Conductor Agreement to trigger a changed rate, and the evidence shows addition of two-way radios to five P&M Job Class 8 Truck Driver jobs in the former TCI Division, without change in any Factor of any of the five jobs. There would be little foundation, therefore, to conclude that the additional responsibility of operating the radios in question here had "materially" changed "job or occupation responsibilities" of the Conductor job.

Although the Union resists use of P&M jobs as comparisons on the question of whether the Conductor job has been "materially" changed under the first sentence of 4-E-2, it then suggests that the Board be persuaded in some unspecified measure that such a change has occurred by noting the experience on

the Birmingham-Southern Railway, where addition of stationary two-way radios, affixed to engines, resulted in a negotiated change of rate for employees in that bargaining relationship, under some kind of classification scheme about which the Board could only guess, since no information about it was given in this record. Thus, the Union, too, appears to recognize that decision of whether the job has been "materially" changed, under the terse language of the Conductor Agreement, may be aided by comparison with other reasonably similar situations.

Thus, it is clear that the Conductor job has not been "materially" changed by its taking over any significant duties from the Yardmaster or by the added responsibility of carrying and operating the radio.

28

Accordingly, the grievance must be denied.

29

AWARD

The grievance is denied.

30

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

Clare B. McDermott
Clare B. McDermott
Assistant to the Chairman

Approved by the Board of Arbitration

Sylvester Garrett
Sylvester Garrett, Chairman