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# United States Steel Corporation Sheet and Tin Operations Fairfield Works and United Steelworkers of America Local Union 1733

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BOARD OF ARBITRATION

Case No. T-1035

February 10, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Fairfield Works

and

Grievance No. 157-JC-1

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1733

Subject: Job Classification.

Statement of  
the Grievance:

Job in Dispute : Car Inspector

Stipulation Dated: June 7, 1963

Contract Provision Involved: Section 9-D of the April 6, 1962  
Agreement, as amended June 29, 1963.

Statement of the Award:

The grievance is denied.

BACKGROUND

Case No. T-1035

This grievance from the Mechanical Department of Rail Transportation Works seeks to raise the classification of the Car Inspector job from Job Class 13 to 14 because of alleged changes in job content.

Until April of 1963, the Car Inspector's Primary Function was "To inspect all cars in Ensley Yard to determine defects and nature of repairs needed." There was a similar job at the Coke Works. Management terminated the Coke Works job and by Form G added the duty of inspecting cars at the Coke Plant Yard to the job in dispute, which now drives a truck between Ensley Steel and the Coke Works in order to carry out its inspection duties at both locations. The Stipulations indicate that the change was made on March 31, 1963.

The Car Inspector is scheduled on the 4-12 turn. The incumbent reports to work at Ensley, as before, inspects cars for about four hours, then drives the truck about three miles to the Coke Works, inspects cars there, and returns by truck to Ensley. There may be exceptions which would involve more truck driving, such as driving to Fairfield Steel for anti-freeze, but normally only about 20 or 30 minutes are occupied per turn in driving the truck. Some equipment for repairing cars is carried in the truck, but its main purpose is to provide transportation between plants for the Car Inspector. The Car Inspector does not service the truck with oil or water.

The classification details are in the table:

<u>Factor</u>	<u>Company Proposal</u>	<u>Union Proposal</u>
1	1.0	1.0
2	1.6	1.6
3	2.2	2.2
4	1.0	1.0
5	C 1.8	C 1.8
* 6	B .2	C .7
7	1.0	1.0
* 8	.4	1.2
9	1.0	1.0
10	.8	.8
11	.8	.8
12	.8	.8
	<u>12.6</u>	<u>13.9</u>

\* Factors in dispute.

As can be seen from the above table, the Union seeks to rate Factors 6 and 8 at the level of full-time Truck Driver jobs. In support of that point, it cited in the Stipulations, Specimens 1281, Automobile Driver; 1282, Truck Driver (Fire); 841 and 851, Truck Drivers; and 1201, Truck Craneman. All such Specimens, of course, are from the 1953 Job Description and Classification Manual.

The Company's position in the Stipulations rested squarely upon Specimen 1283, Fire Equipment Inspector, which drives a truck to and from locations where it performs its primary function of inspecting various kinds of equipment.

At the hearing the Union insisted that the January 1, 1963 Job Description and Classification Manual should be applied, since the alleged change occurred after that date. It is said that the parties' original reliance on Specimen Examples from the 1953 Manual resulted solely from the fact that they then had no copies of the new Manual in their possession.

Management believes that the result should be the same no matter which Manual should be used, since the Specimen it feels most comparable, 1283, Fire Equipment Inspector, was carried over intact to the new Manual as Master Classification 517.

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Subsequent to the hearing, the parties' top representatives entered into the following understandings regarding adoption of the 1963 Manual, in a letter agreement of September 1, 1964:

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"David J. McDonald, President  
United Steelworkers of America  
1500 Commonwealth Building  
Pittsburgh, Pennsylvania 15222

Dear Mr. McDonald:

This will confirm, on behalf of the ten companies who have heretofore adopted the January 1, 1963 Job Description and Classification Manual, the following understandings relating to the adoption of the Manual.

- (1) The Manual shall be applied to all new jobs including trade and craft jobs established on or after January 1, 1963, provided, however, that for pay purposes the job classification resulting from the application of the Manual shall be applicable on and after June 30, 1963.
- (2) The Manual shall be applied to all changed jobs, i.e. those changed to the extent of one full job class or more, occurring on or after January 1, 1963, provided, however that for pay purposes the job classification resulting from the application of the Manual shall be applicable on and after June 30, 1963, and provided, further, that

" the job description and classification manual, related procedures and practices including benchmarks and specimen examples, if any, in effect at each plant location prior to the adoption of the January 1, 1963 Manual, shall be used to determine when the changes in job content (requirements of the job as to training, skill, responsibility, effect on working conditions) to an existing job, or an accumulation of such changes, have resulted in a change in job class of one full job class or more.

- (3) The application of the January 1, 1963 Manual as provided in (1) and (2) above shall be in accordance with Section II (Basic Principles) paragraphs A, B, C and D of this Manual, and that for jobs so classified the provisions of paragraph E shall thereafter be applicable in any subsequent reclassification.

This letter agreement does not amend or modify the applicable Basic Labor Agreement, the Job Description and Classification Manual or any other agreement related thereto except to the extent necessary to implement the provisions of this letter agreement.

Very truly yours,

(Signed) R. Conrad Cooper  
Co-Chairman,  
Human Relations Committee

Confirmed by:

(Signed) David J. McDonald  
Co-Chairman,  
Human Relations Committee

"

FINDINGS

Aside from the fact that the job now inspects cars at two locations instead of one, the inspecting function remains the same as before. Moreover, the skill Factors (because of the inspection duties which constitute the Primary Function of the job) already are rated as high or higher than would be required by any arguably applicable truck-driving Specimens from the 1953 Manual or Masters from the 1963 Manual. Thus, the only matter now in dispute is the possible effect of the added truck-driving duty on the ratings of Factors 6 and 8.

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It seems clear under paragraph 2 of the parties' September 1, 1964 letter agreement that a job allegedly changed after January 1, 1963, raises two successive questions: (1) Using the 1953 Manual, have there been changes in job content resulting in a change of one full job class or more? (2) If that first question should be answered affirmatively, what should be the total rating of that changed job, applying the 1963 Manual? Viewed in logical order, the first question arises from the second proviso of paragraph 2 of the September 1, 1964 letter agreement and the second question stems from the opening clause of paragraph 2 of that agreement.

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The 1953 Manual contained several thousand Specimen Examples, but the 1963 Manual has only 597 Master Classifications, some being new and the great majority having been carried over from the earlier Manual, some changed and some unchanged. Of the five old Specimens cited by the Union in the Stipulation, only two, 1281 (Automobile Driver), and 1282 (Truck Driver (Fire)), were taken into the 1963 Manual, as Master Classifications 519 (Ambulance Driver) and 518 (Fire Truck Driver), respectively. The other three Union Specimens 841 and 851 (Truck Drivers) and 1201 (Truck Craneman), are not in the 1963 Manual, but loss of the latter is unimportant here for Specimen 1201 operated the truck crane but did not drive it from place to place. Specimen 1200 drove that crane, and it was incorporated in the new Manual as Master Classification 512, Truck Driver (Crane).

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The Basic Guides under Section C-4 of the 1953 Manual relating to Factors 6 and 8 which are in dispute here, were taken over without any change for present purposes as The Basic Factors and Instructions For Their Application in Section V of the 1963 Manual.

Factor 6 is now at B .2, and the Union seeks C .7, urging that moderate attention now is required in driving the truck through congested areas inside and outside the plant and through heavy traffic over the road. It is said that alternative routes to and from the plants are over main traffic arteries and in the future will involve use of a freeway.

Dealing with the first of the two questions raised by the two-step procedure required by the September 1, 1964 letter agreement, the initial problem is whether the added truck-driving duties "...have resulted in a change in job class of one full job class or more," under the 1953 Manual.

The Union cites Specimens 1281, Automobile Driver (Master 519, Ambulance Driver); 1282, Truck Driver (Fire) (Master 518, Fire Truck Driver); 841 and 851, Truck Drivers (omitted from the Master Classifications); and 1200, Truck Driver.

Management relies upon Specimen 1283 (Master 517), Fire Equipment Inspector, at B .2 in Factor 6. Its Primary Function is "To inspect and maintain all plant fire fighting equipment," and its Working Procedure notes that it "...may operate motor vehicle in making inspection tour." The Company feels that Specimen 1283 is a more appropriate comparison for present purposes than the Union's references because both the job in dispute and Specimen 1283 are essentially inspecting jobs, rated on all Factors on that basis, and drive a vehicle only to get from place to place on their inspection rounds, whereas the Union citations refer to full-time truck-driving jobs, rated as such on all Factors. In this regard, the Company notes also that Specimen 1284 (Master 516), Plant Guard, has "motor vehicles" listed in its Tools and Equipment, says

in Working Procedure "When assigned, drives motor vehicles in making patrols, handling mail or furnishing transportation to personnel," and is at B .3 in Factor 6 even though its blurb says "Some attention and care required to prevent damage to firearms and when occasionally driving of motor vehicles." (Emphasis added.)

The Union notes that truck-driving is now a regular part of this job and that the Form G does not say the Car Inspector "may" drive a truck or that it will do so only "occasionally." 18

The Board is thus faced with a job whose Primary Function was and is to inspect cars, but which now spends up to one-half hour per turn driving a truck, within the two plants and on city streets and highways. Management's classification expert agrees that at least a small portion of its driving time is in congested areas inside and outside the plants. In view of those considerations and in light of the Manual direction that responsibility under Factor 6 is determined by the probability and cost of damage which might occur "...at any one time," and the C level language "Prevent damage to light mobile equipment such as tractor, trucks, and light cranes," it might seem that Factor 6 of this job now should be raised to C .7. But, those very arguments could have been applied by the parties as well to Specimens 1283 and 1284, both of which drive a truck part of the time. Thus, the fact that those Specimens are not rated in Factor 6 for truck-driving, compels the same result here, since the Board must view them as detailed applications by the parties of the general language of the 1953 Manual. Hence, there is no basis to change the rating of Factor 6. 19

Factor 8 is now at .4, and the Union requests 1.2, urging that a sustained high degree of attention and care now is required to operate power driven mobile equipment in congested areas inside and outside the plant. 20

On this Factor, four of the Union's Specimens are at 1.2, and one is at .8. Specimens 1283 and 1284, Fire Equipment 21

Inspector and Plant Guard, cited by the Company, are at .4 and Base, respectively, even though they involve part-time truck-driving duties.

Specimens 1281, Automobile Driver (Ambulance), and 1282, Truck Driver (Fire), are rated at 1.2, but it seems that the driving of the job in dispute is clearly different from the emergency conditions under which the Ambulance Driver and Fire Truck Driver are required to drive and, therefore, that those two Specimens could not be relied upon realistically to raise Factor 8 of the job in dispute to 1.2. The truck-driving now required of the job in dispute appears to be similar to that of Specimen 1283 and 1284, Fire Equipment Inspector and Plant Guard. Thus, there is no need to change the rating of Factor 8.

Accordingly, it must be concluded that, applying the 1953 Manual, the job in dispute has not been changed to the extent of one full job class or more. Therefore, the grievance must be denied.

AWARD

The grievance is denied.

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