

7-20-1965

United States Steel Corporation Sheet and Tin Operations Irvin Works and United Steelworkers of America Local Union 2227

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 Irvin Works and United Steelworkers of America Local Union 2227" (1965). *Arbitration Cases*. 278.

http://knowledge.library.iup.edu/garrett_series/278

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. USS-4953-S

July 20, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. A-64-52

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Job Classification.

Statement of the Grievance: "Grievants and Union protest the Job Description and Classification pertaining to the General Laborer working with the Locomotive Crane in the outside Slab Stocking area.

"Facts: The job description for General Laborer does not adequately describe the duties performed by above mentioned Laborer.

"Remedy Requested: That Company develop a new job description for above mentioned Laborer."

This grievance was filed in the First Step of the grievance procedure February 14, 1964.

2.

USS-4953-S

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. USS-4953-S

This grievance from the Central Maintenance Department of Irvin Works requests a new job description for that part of the General Laborer job which works with the locomotive crane in the Slab Stocking area and seeks to raise its classification from Job Class 2 to 6, because of alleged changes in job content. 1

The General Laborer job at Irvin was described in 1945, and its 2.0 classification was reviewed and approved by top representatives of the parties during the Inequities Program. 2

The 1945 description reads as follows: 3

"Primary Function

Perform any common labor work.

"TOOLS AND EQUIPMENT:

Including air hammers and drills, picks, shovels, bars, wrenches, tongs, sledges, brooms, and wheelbarrows.

"MATERIALS:

Including sand, gravel, concrete, cement, rails.

"SOURCE OF SUPERVISION: Shop Foreman

"DIRECTION EXERCISED : None

"WORKING PROCEDURE:

1. Perform rough labor work in pouring, mixing, drilling and chipping concrete.
2. Serve as truck drivers' helper and as member of track gang.

- "3. Load, unload and store materials.
4. Work on general cleaning up inside and outside of mill."

Although assignments to the General Laborer job shift from day to day and take the differing incumbents to many varied sites throughout the plant where such tasks are performed from time to time, it appears that, once a man is assigned as the General Laborer who works with the Slab Stocking crew, he reports there regularly for extended periods of time until some change in employment levels takes him away from that crew. 4

The Union theory is that when described in 1945, those incumbents of the General Laborer job who then worked with the locomotive crane loading and unloading slabs, were performing the general nature of common labor work but that gradually over the years those General Laborers who routinely were assigned to work with the locomotive crane crew were given additional duties which finally resulted in their performing a bundle of tasks essentially indistinguishable from those handled by the class 6 Locomotive Craneman Helper. Thus, the basic claim is that there has been a change in job content of more than one full job class in the General Laborer functions performed at the Slab Stocking area, which thus requires recognition as a new "break out" job of Outside Slab Stocking Laborer, a new description, and a total rating of 5.5, for Job Class 6. 5

The Company denies that there have been any such significant changes in content in the General Laborer job, insisting that, whether or not spelled out in the job description, all items of alleged change as listed by the Union were in fact performed at the time the job was described in 1945. It concludes, therefore, that there is no classification problem properly before the Board now, urging that the Union really is asserting that a "mistake" was made during the Inequities Program and citing numerous Board decisions to the effect that such "errors" may not be "corrected" by the Board. 6

At Management's Step 4 suggestion, the Union submitted a written list of duties allegedly added gradually over the years (without indication of approximate date of addition) to the Slab Stocking work station of the General Laborer, as follows:

7

- "1. Receive loading, unloading and stocking instructions.
- "2. Cooperate with Locomotive Craneman Helper in throwing switches, coupling and uncoupling railroad cars, guiding crane to proper locations, setting brakes on railroad cars and blocking crane as required.
- "3. Signal Craneman as required to properly position slabs on piles or in cars.
- "4. Use positioning poles and blocks to properly pile and load slabs.
- "5. Spots cars in relation to slab piles.
- "6. Acts as Watchman at road crossings.
- "7. Clean switches as required.
- "8. Places and removes warning devices on railroad tracks as required.
- "9. Assists in refueling, greasing, oiling and making minor adjustments to crane.
- "10. Clean slabs on piles and in cars of snow, ice and scale as required."

The Company said that its investigation of the above duties disclosed that all of them always had been performed by incumbents of the General Laborer job assigned to the Slab Stocking area.

8

At the hearing a Union witness who had worked as Crane-
man in the Slab Stocking area for some months in 1945, testified
that at that time the General Laborer assigned to that crew had
removed snow, ice, and scale from slabs to facilitate piling
them, and that his duty was to "Help the crane helper to stock
steel and level off a place so they could stock steel, and that
was all during that time." He said also that at that time the
Locomotive Craneman Helper's duties were to cut and switch cars
and see that slabs were stocked in the right place. 9

Another Union witness who worked as General Laborer
with the Slab Stocking crew for various periods in 1962 and at
grievance time in February of 1964, said that the job then had
to work hand-in-hand with the Locomotive Craneman Helper, per-
forming generally the same duties as the latter job. Some of
these duties were to set brakes on cars; climb into cars and
spot slabs; spot cars; throw switches; place warning devices on
tracks; and lock crane wheels. He said also that the job di-
rected traffic at crossings and removed snow and ice from slabs,
as it always had done. 10

At the hearing and according to its view that the
Union had not shown significant changes in job content of one
full job class or more within the meaning of Section 9-D, Man-
agement objected to Union testimony and arguments regarding
individual Factors and did not cross-examine such testimony.
Moreover, the Company insisted that no change was shown to have
occurred within any time reasonably near that of the grievance
and thus argued that it was untimely under 9-D-8 because not
filed "promptly." 11

The classification details are in the table: 12

<u>Factor</u>	<u>Present Ratings</u>	<u>Union Proposal</u>
1	Base	Base
2	Base	Base
* 3	Base	1.0
4	Base	Base
* 5	Base	.3
6	Base	Base
* 7	Base	.5
* 8	.4	.8
* 9	Base	.5
10	.8	.8
* 11	.4	.8
* 12	<u>.4</u>	<u>.8</u>
	2.0	5.5

* Factors challenged by Union.

FINDINGS

Before the Board may rule on whether a new job description is required or whether ratings of individual Factors are proper, it first must be shown that there has been a change in job content of one full job class or more, according to Paragraph 126 of Section 9-D, reading as follows:

13

"When and if from time to time the Company, at its discretion, establishes a new job or changes the job content (requirements of the job as to training, skill, responsibility, effort, and working conditions) of an existing job to the extent of one full job class or more, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:"

It is clear, indeed, Management admits, that that General Laborer assigned to the Slab Stocking area now performs generally all functions listed by the Union. The difficulty is, however, that the record also compels the conclusion that the General Laborer in fact performed those duties at the time of description during the Inequities Program in 1945. 14

The description as written did not spell out those tasks, of course, for it was developed in the terse language commonly used for General Laborer jobs. But, the Superintendent of Central Maintenance, who has been at Irvin since 1938, who actually described the job in 1945, and who has observed it over the years since then, testified in convincing detail that when described in 1945 one of the job's assignments was to work with the Slab Stocking group and that that assignment then handled all tasks listed by the Union as alleged changes in job content. The Union witness who testified to the contrary in rather general terms said that he knew "a little of it," but he did not have similar opportunity to observe details of that General Laborer assignment in 1945 and, moreover, working off and on as a Locomotive Craneman, did not have similar motive to pay close attention to precisely what that General Laborer did then. 15

The central fact is thus established that the General Laborer working with the Slab Stocking group when the job was described, and when it was reviewed and approved by top level participants in the Inequities Program (Vogt for the Union and Jody for the Company), actually performed all duties essentially similar to those handled at grievance time, although they were not listed in the description for the composite job. Absence of such listing in the description does not change the conclusion, however, since as was stated in Case G-105: 16

"...The description and classification of jobs must be interpreted and applied in light of the actual facts as they prevailed when the job was described and classified. Thus, even though some duties were not mentioned specifically in the Working Procedure of a job, this fact - standing alone - has provided no basis for the Board later to direct redescription

"and classification of the job in absence of actual change in the duties performed, whether or not such duties were spelled out in the description. This is but one aspect of the broad policy that the Board must refrain from 'correcting' what amount to claimed 'errors' in job descriptions and classifications as they were mutually agreed upon. This policy has been developed and applied in numerous cases, such as CI-217; T-202; T-230; T-232; T-234; USC-293; and A-406. Adoption of a contrary view would invite a flood of efforts to change or 'correct' job descriptions and classifications where no real change in actual job duties had taken place, and so tend to undermine the parties' policy of maintaining stability in the agreed rate structure."

Since there was no significant change in job content since the job was described in 1945, the essence of the only remaining claim which the Union could assert would be that an "error" had been made by the parties during the Inequities Program, in that they then "failed" to recognize that work of the General Laborer at the Slab Stocking area was a separate job, which then should have been broken out and described and classified as such, with a higher rating than the class 2 General Laborer. And the relief sought would be that the Board "correct" that "mistake" now. But, the Board is without authority to grant such relief, as was made clear in the line of cases cited in the immediately preceding quotation from G-105. 17

Since that relief may not be granted, it is unnecessary to rule that no triggering changes in job content occurred within any reasonable time before the grievance, so that it was not filed "promptly" under 9-D-8. No opinion is expressed on any of the classification arguments. 18

8.

USS-4953-S

AWARD

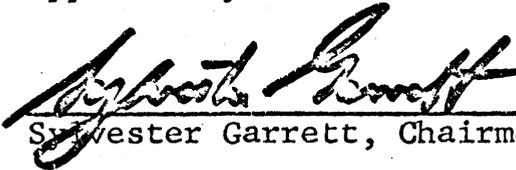
The grievance is denied.

19

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


Clare B. McDermott
Assistant Chairman

Approved by the Board of Arbitration


Sylvester Garrett, Chairman