

1974 WL 10524  
United States District Court, N.D. Alabama.

United States  
v.  
H. K. Porter Company, Inc., et al.

No. 67-363.  
|  
Mar. 22, 1974.

### Opinion

LYNNE, Senior District Judge: -

\*1 The Court having jurisdiction over the subject matter of this action and of the parties, and the Court being advised in the premises,

It is hereby ORDERED, ADJUDGED and DECREED that the defendants, the H. K. Porter Company, Inc. (hereinafter the Company), the United Steelworkers of America, AFL-CIO, and Local Union No. 2250, United Steelworkers of America, AFL-CIO (hereinafter the Union) and each of them, their officers, agents, employees, successors and all persons in concert or participation with them be, and hereby are, enjoined and restrained from engaging in any acts or practices which have the purpose or effect of discriminating against any individual because of race or color and are ordered and directed as more specifically set out in the body of this Decree:

1. AFFECTED CLASS - All black employees hired prior to October 4, 1962, for purposes of this Decree.

#### [SENIORITY]

2. LENGTH OF PLANT CONTINUOUS SERVICE - (a) Except where the Basic Labor Agreement or other agreements entered into between the Company and the Union provide for the use of Company continuous service or some greater measure of service length than plant continuous service (i.e. date of hire at the Connors Works), plant continuous service (hereinafter plant

service) shall be used beginning the first new pay period after the entry of this Decree for all purposes in which a measure of continuous service is presently being utilized; provided, however that the change to plant service shall be accomplished without that change in and of itself affecting the relative position of any employee within a line of progression. In other words, there shall be no leap frogging over or bumping between employees solely as a result of the entry of this Decree. However, all future permanent and temporary promotions, step-ups, demotion, lay-offs, recalls and other practices affected by seniority shall be in accordance with plant service provided that, (1) demotions, layoffs, and other reductions in forces shall be made in descending job sequence order in each line of progression starting with the highest affected job and with the employee on such job having the least length of plant service, and (2) the sequence on a recall shall be made in the reverse order so that the same people shall return to their jobs in the same positions relative to each other that existed prior to the reductions.

(b) Where an employee transfers subsequent to the effective date of this Decree from one department to another, his plant service shall be used for all purposes as provided for by paragraph 2(a) except he shall not be entitled to have any regular vacation schedule which has previously been established in his new department in accordance with the applicable Basic Labor Agreement changed because of his entry into that department. nor shall he be entitled to have any then existing shift or other schedule in such department changed until after more than a four week period following his entry into the department in cases where shift or other preferences are or will be based on a measure of continuous service. A transferring employee who was scheduled in his former department for a regular vacation in accordance with the applicable Basic Labor Agreement, shall be allowed to take such regular vacation as scheduled except as the orderly operations of his new department preclude it. Schedules for extended vacations of Senior Group and Junior Group employees under the Savings and Vacation Plan shall be maintained to the maximum extent possible and any change in scheduling after previous notification shall be in accordance with the provisions of the Savings and Vacation Plan and the applicable Appendices of the Basic Labor Agreement.

\*2 (c) The change to plant service shall not result in the changing of 1974 vacation schedules except as orderly operations require, nor shall it be necessary that shift or other scheduling practices, where length of service governs, be altered to conform to the change to plant service until the next scheduling or until 4 weeks have

elapsed following the date of the change to plant service, whichever occurs first.

**[PERMANENT VACANCIES]**

3. PERMANENT VACANCY AND TRANSFER RIGHTS - Permanent transfers between departments shall only be accomplished in accordance with the procedures set forth in this paragraph 3 and in paragraph 5.

(a) A permanent vacancy is a vacancy created by an employee promotion or demotion (permanent), death, discharge, quit, retirement, or transfer out of the department.

(b) A two-step procedure for filling permanent vacancies shall be established. A permanent vacancy shall be filled from within the first step of competition (incumbent employees working in or laid off from the line of progression within the department). Each succeeding vacancy shall be filled in the same manner and the resulting vacancy in the entry level or advanced entry level job (or other job if not filled by employees working in or laid off from the line of progression within the department) shall thereafter be filled on a plant-wide basis by employees with at least 6 months of plant service on the date the vacancy is posted, provided, however, that only members of the affected class shall be entitled to newly enter a department at an advanced entry level job.

(c) An employee who transfers pursuant to this Decree shall have the right to return to the department from which he transferred within a 30 work day period commencing from the date of his transfer. Furthermore, if Management should return him to this former department because he cannot meet the requirements of the jobs to which he has been assigned in his new department, such return shall be made within such 30 work day period. In either event, his return to his former department within such 30 work day period shall be without loss of his seniority standing in such department.

(d) Permanent vacancies on entry level and advanced entry level jobs (or other job if not filled by employees working in or laid off from the line of progression within the department) in plant-wide competition as provided in paragraph 3(b) above shall be posted on a plant-wide basis in accordance with paragraph 8 of this Decree and such other administrative rules as the Company and Union shall agree to, provided, however, such rules shall

require that (1) the notice of vacancy posted shall indicate the department, job title, job class, estimated number of employees needed, date of posting, and the time and location where bids can be filed for the vacancy involved, (2) the bids shall be in writing, and (3) the subsequent notice of the prevailing bidders shall indicate their plant continuous service dates.

\*3 (e) Permanent vacancies may be filled by temporary assignments until such time as the prevailing bidder is selected and assigned.

**[TESTING]**

4. DEPARTMENTAL APTITUDE TESTING - (a) The Company may test or provide for the testing of applicants for transfers between departments, provided: (1) the test used is the General Aptitude Test Battery of the United States Employment Service, (2) the cutoff scores are those validated by USES for the entrance job and the next higher job in the line of progression to be worked by the applicant and are no higher than those required of any white employee entering that department since July 1, 1955, (3) the failure of a member of the affected class hired prior to July 1, 1955 to obtain a passing score on such test shall not bar his transfer but his transfer shall instead be subject to a reasonable probation period (not in excess of 30 work days) in which to demonstrate his ability to perform the job to which he transfers, and (4) such test is permissible under the present and any future collective bargaining agreement. Any grievance of an affected class employee hired before July 1, 1955 regarding the reasonableness of the probation period referred to above may be subject to the grievance-arbitration procedure.

(b) In the event that the use or availability of the General Aptitude Test Battery of the United States Employment Service should hereafter be withdrawn or restricted or otherwise become unsuitable, any party to this cause may petition the District Court for appropriate instructions with regard to the course of action to follow.

5. BY-PASSING JOBS - (a) Temporary and permanent promotions and assignments shall be in accordance with the lines of progression as constituted as of the date of this Decree, and shall be on the basis of each employee having served on temporary or permanent assignment in each of the lower-rated jobs in a line of progression below the vacant job in question, except as described below.

(1) *Advanced Entry Level*: Members of the affected class who transfer to a new department pursuant to this Decree may enter such new department:

(a) at the present entry level job in that department, or

(b) if he so elects, at any of the following jobs in the indicated departments, (which were the entry level jobs for white employees prior to October 4, 1962), or any jobs below such jobs, provided he has greater plant seniority than any of the employees already in the department who would otherwise be entitled to promote up to the job he elects, and provided further he is qualified to perform the job:

- (1) *Railbreaker* - Burner
- (2) *Electric Furnace* - Stacker Operator
- (3) *Brickmason* - Stopper Rod Maker
- (4) *Mill Tonnage* - Roll Changer Grade III
- (5) *Mill Auxiliary* - Yardman
- (6) *Finishing* - Weighman
- (7) *Fabricating* - Shear Leaderman
- (8) *Cold Draw* - Schumag Helper
- \*4 (9) *Electrical* - Finishing Crane (Promotions limited to crane jobs)
- (10) *Electrical* - Electrician Helper 3rd Class (Promotions limited to electrician jobs)
- (11) *Roll Shop* - Roll Shop Craneman
- (12) *Laboratory* - Laboratory Technician Trainee
- (13) *Welder* - Oiler Helper
- (14) *Millwright* - Oiler Helper
- (15) *Carpenter* - Carpenter Helper
- (16) *Painter* - Painter

(2) *By-Passing Certain Intermediate Jobs*: (a) With respect to permanent promotions and temporary step-ups, members of the affected class may by-pass any job below the following advanced entry jobs (which prior to October

4, 1962 served as the entry jobs for whites):

- (1) *Railbreaker* - Burner
- (2) *Electric Furnace* - Stacker Operator
- (3) *Brickmason* - Stopper Rod Maker
- (4) *Mill Tonnage* - Roll Changer Grade III
- (5) *Mill Auxiliary* - Yardman
- (6) *Finishing* - Weighman
- (7) *Fabricating* - Shear Leaderman
- (8) *Cold Draw* - Schumag Helper
- (9) *Electrical* - Finishing Crane (future promotions limited to crane jobs)
- (10) *Electrical* - (Electrician Helper 3rd Class (future promotions limited to electrician jobs)
- (11) *Roll Shop* - Roll Shop Craneman
- (12) *Laboratory* - Laboratory Technician Trainee
- (13) *Welder* - Oiler Helper
- (14) *Millwright* - Oiler Helper
- (15) *Carpenter* - Carpenter Helper
- (16) *Painter* - Painter

(b) Any affected class employee who elects not to by-pass a job where he has the opportunity to do so, shall not be considered to have waived his right to future promotion to the job above the "by-passable" job when such higher job again becomes vacant.

(c) When a permanent or temporary vacancy, or "step-up" opportunity, occurs in a job immediately above a "by-passable" job or group of jobs, all members of the affected class in the "by-passable" job or jobs, if qualified, are eligible for selection to fill the vacancy.

[RESIDENCY]

6. RESIDENCY - Any employee who transfers to a new line of progression, and any employee who has transferred to a new line of progression within the 12 months prior to the date of this Decree, shall not progress on the basis of permanent assignments beyond the first job above the job classifications established as entry jobs or advance entry jobs by this Decree during the first 12 months (2,080 hours worked) subsequent to the date of his transfer, unless a newly hired employee entering the department on the same date would have progressed further.

7. TRAINING - All employees shall continue to have reasonable opportunity to acquire on-the-job training for jobs next-in-line to which they are eligible for permanent or temporary assignments within their line of progression.

8. NOTICES, RECORDS AND REPORTS - (a) The Company shall publish and post the terms of the Decree in prominent places throughout the plant. Further, copies of this Decree and the attachments hereto shall be available in the Company's Personnel Office to all employees.

\*5 (b) Notices of all permanent vacancies which occur in the current entry job or any advanced entry job as provided for by this Decree (or other job if not filled by employee working in or laid off from the line of progression within the department) shall be posted throughout the plant at least five days in advance of their being permanently filled so as to insure that all eligible employees will be notified of their existence and eligible employees have an opportunity to make application therefor.

(c) Notices of the filling of all permanent vacancies in any jobs shall be posted for ten days throughout the plant. The notice shall show the name, badge number, and plant service date of the employee selected, the department and job title of the job involved, and the effective date of the selection.

(d) The Company shall maintain appropriate personnel, payroll, bidding and other records necessary to monitor compliance with the progress made under the provisions of this Decree. Such records shall include for every vacancy posted on a plant wide basis the job title, job class, department and, in order of plant service dates, the name, badge number, race, and plant service date of every bidder, with an indication of the prevailing bidder. Where a prevailing bidder is other than a bidder with the earliest plant service date, the reason(s) therefore shall be indicated. The Company shall allow the plaintiff, upon 15 days written notice, to inspect such records at reasonable times.

#### [GRIEVANCE PROCEDURE]

9. GRIEVANCE PROCEDURE - Any differences arising between the Company, the Union and/or employees as to the interpretation or application of, or compliance with, the provisions of this Decree may be submitted to the grievance procedures set out in the current, and any future, collective bargaining agreement in effect between the Company and the Union, provided that in no way shall this provision infringe upon or in any way limit this Court's continuing jurisdiction of this action, nor shall it in any way limit the right of any employee to seek judicial review, or affect the rights provided any employee by Title VII of the Civil Rights Act of 1964.

10. DETERMINING QUALIFICATIONS - The Company, subject to the collective bargaining agreement, shall have the right to refuse to promote or assign on a temporary or permanent basis, or to allow transfer, of any employee it determines is unqualified and this right is in no way affected by any provision of this Decree.

11. COLLECTIVE BARGAINING AGREEMENT - The seniority rules and regulations to be effective upon entry of this Decree are hereby established in the form of Appendix "A", attached hereto and made a part of this Decree by reference. The lines of progression are set forth in the form of Appendix "B", attached hereto and made a part of this Decree by reference. These seniority rules and regulations and lines of progression may be altered or added to by the parties thereto, provided that any such alteration or addition is consistent with the purposes of this Decree and the principles of seniority established herein.

\*6 With the exception of the seniority rules and regulations set forth in Appendix "A", each and all provisions of the current, and any future, collective bargaining agreement in effect between the Company and the Union, not in conflict with the provisions of this Decree, shall remain and be in full force and effect.

12. COSTS - By agreement of the parties, each party shall bear its own costs in this litigation not previously assessed.

13. RETENTION OF JURISDICTION - The Court retains jurisdiction of this action for the entry of any and all additional decrees as may be necessary to effectuate

full and complete compliance with Title VII of the Civil Rights Act of 1964.

14. RESOLUTION OF CASE - This Decree resolves all of the claims of the complaint.

15. This Decree is and shall be applicable to the Company's plant located in Birmingham, Alabama.

## APPENDIX "A"

### SENIORITY

#### SECTION 8 - SENIORITY

##### A. SENIORITY STATUS OF EMPLOYEES

The parties recognize that promotional opportunity and job security in event of promotions, decrease of forces and recalls after lay-offs should increase in proportion to length of continuous service, and that in the administration of this section the intent will be that wherever practicable, full consideration shall be given continuous service in such cases.

All seniority shall be on a departmental basis. No employee shall hold seniority in more than one department. In recognition, however, of the responsibility of the Management for the efficient operation of the Works, it is understood and agreed that in all cases of:

1. Promotion, (except promotions to positions excluded under the definition of employees in Section 1 hereof) the following factors as listed below shall be considered; however only where factors "a" and "b" are relatively equal shall length of continuous service be the determining factor:

- (a) Ability to perform the work;
- (b) Physical fitness;
- (c) Continuous service

2. Increase or decrease in forces - the following factors as listed below shall be considered; however, only where both factors "a" and "b" are relatively equal shall continuous service be the determining factor:

- (a) Ability to perform the work;
- (b) Physical fitness;
- (c) Continuous service

3. If in Management's opinion the comparison of: (a) ability to perform the work, (b) physical fitness does not justify placing the employee with the greatest continuous service on a job it shall be Management's right to place on the job the employee who Management considers better qualified. If the employee or employees who have been denied the job feels that he or they have not been justly treated, he may process his case through the grievance procedure of the contract. Nothing in this Section 8 shall prevent Plant Management and the Grievance Committee from mutually agreeing to fill an equal or lower job in a promotional sequence with a senior employee.

\*7 4. Calculation of Continuous Service - Continuous service shall be calculated from date of first employment or reemployment following a break in continuous service in accordance with the following provisions provided, however, that effective date of employment prior to the date of this Agreement shall be the date of first employment or reemployment after any event which constituted a break in service under the practices in effect at the time the break occurred:

- (a) There shall be no reduction for any time lost which does not constitute a break in continuous service except as provided in Paragraph c below.
- (b) Continuous service shall be broken in the manner set forth in Paragraph c below, and by:

- 1. Quit
- 2. Discharge, provided that if the employee is rehired within 6 months the break in continuous service shall be removed.
- 3. Permanent shutdown of a plant, department or subdivision thereof, provided that if the employee is rehired within two years, or, if greater, a period equal to his length of continuous service shall be removed.

(c) If an employee shall be absent because of layoff or physical disability, he shall continue to accumulate continuous service, during such absence up to a maximum of two years, and he shall retain his accumulated continuous service for an additional period equal to (i) three years, or (ii) the excess, if any, of his length of continuous service at commencement of such absence over two years, whichever is less; provided, however, that in order to avoid a break in service after an absence of two years, the employee must give the Company annual written notice that he intends to return to employment when called, if the Company at least 30 days prior thereto has mailed him a notice at the most recent address furnished by him to the Company that he must file such notice.

(d) Absence due to a compensable disability incurred during course of employment shall not break continuous service provided such individual is returned to work within 30 days after final payment of statutory compensation for such disability or after the end of the period used in calculation a lump sum payment.

(e) Leaves-of-absences for the purpose of accepting positions with the international or local union shall be available to a reasonable number of employees. Adequate notice of intent to apply for leave shall be afforded the plant management to enable proper provisions to be made to fill the job to be vacated. Leaves-of-absence shall be granted for a period not in excess of one year. Continuous service shall not be broken by the leave-of-absence but will continue to accrue.

#### 5. Probationary Employees

New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first two hundred and forty (240) hours of actual work and will receive no continuous service credit during such period. Probationary employees may file and process grievances under this Agreement but may be laid off or discharged as exclusively determined by Management. Probationary employees continued in the service of the Company subsequent to the first two hundred forty (240) hours of actual work shall receive full continuous service credit from date of original hiring.

\*8 Seniority units, job progression and regression charts and rules and regulations governing their application, to which the factors referred to in this Seniority Section shall be applied, have been mutually agreed upon by Plant Management and the Grievance Committee, and such agreements shall remain in effect unless and until modified by agreement of Plant Management and the

Grievance Committee.

The Company shall post, and maintain on a current basis, a schedule for each seniority department. Such schedule will show the order of progression of employees to each job within a department.

It is recognized that new departments or capacities may be added or expanded, necessitating transfer of employees. It is agreed that problems arising out of the transfer of employees, or the retransfer of employees from new departments back to the departments from which they were originally transferred are matters for which adjustment shall be sought between Management and the Grievance Committee.

#### B. SENIORITY PRIVILEGES AS APPLIED TO EMPLOYEES PROMOTED TO FOREMAN OR DEPARTMENT HEAD

An employee promoted to the job of Foreman or Department Head will retain his seniority accumulated to date of promotion and may exercise it to the extent and under the conditions following:

1. If, within 6 months following the date of promotion, the employee is removed from the promoted to job because of his failure to satisfactorily perform the duties of it, he may exercise his retained seniority within his seniority unit.
2. If a reduction in force occurs within 2 years following the date of promotion, and the employee is displaced on the promoted to job as a result thereof, he may exercise his retained seniority within his seniority unit.

#### C. TEMPORARY VACANCIES

The following rules shall apply in filling temporarily unfilled jobs which are subject to seniority.

1. A job which becomes open after the start of a work shift shall be filled, for the balance of that shift, as best suits the occasion and not necessarily in accordance with seniority. In the event Management elects to fill such opening by advancement of personnel within the

particular crew involved, such personnel shall have the right to refuse, for the balance of that shift, such advancement.

2. A job open for eight (8) hours only, or for the first eight hours of a longer period, shall be filled as follows:

a. The personnel within the crew shall exercise their seniority on the open job provided an unscheduled employee (not subject to overtime) is available for the lowest rated job, or;

b. If there is not available an unscheduled employee (not subject to overtime), the employee working the job on the previous shift shall be doubled on the open job and;

c. If this employee does not desire to double, the personnel within the crew shall exercise their seniority in filling the open job and an employee from the previous shift shall be doubled on the lowest rated job.

\*9 3. A job which becomes open within a work-week shall, after the first eight hours, be filled for the remainder of that work-week by the seniority within the personnel of the crew involved, insofar as skill and ability allow.

4. If the temporarily filled job continues from one work-week into another work-week, it shall be filled in accordance with regular seniority procedures. (Unscheduled employee referred to in (2) above will, in seniority order, be utilized in a manner to provide consecutive work days when it is possible and practical to do so and provided the Company's overtime liability is not thereby increased).

5. Notwithstanding the foregoing, an employee losing a shift during a work-week as a result of a schedule change (provided such change is made for reasons other than those specified in Section 5-D-3) will be utilized (within his department) to fill subsequently occurring open jobs in preference to younger (not subject to overtime) unschedule employees.

#### D. DECREASE OF FORCE

In the event a decrease of work, other than decreases which may occur from day to day, results in the reduction to an average of 32 hours per week for the employees in the seniority unit and a further decrease of work appears imminent, which in the Company's judgment may

continue for an extended period and will necessitate a decrease of force or a reduction in hours worked for such employees below an average of 32 hours per week, the Management of the plant and the grievance committee will confer in an attempt to agree as to whether a decrease of force shall be effected in accordance with this Section or the available hours of work shall be distributed as equally between such employees as is practicable with due regard for the particular skills and abilities required to perform the available work. In the event of disagreement, Management shall not divide the work on a basis of less than 32 hours per week.

#### E. SENIORITY STATUS OF GRIEVANCE COMMITTEEMEN AND LOCAL UNION OFFICERS

When a decrease in force continues to point at which a grievance committeeman would otherwise be laid off, he shall be retained in active employment (for such hours per week as may be scheduled for an employee on the job to which he is assigned) for the purpose of continuity in the administration of this Agreement in the interest of employees and the Company so long as a work force is at work in the plant area which he represents on the grievance committee. When a grievance committeeman is retained in active employment pursuant to the preceding sentence, he shall be assigned to a job in the plant area which he represents on the grievance committee. In any event, no grievance committeeman shall be retained in employment under this paragraph unless work which he can perform is available in the plant area which he represents on the grievance committee.

The principles set forth in the preceding paragraph shall apply on a plant-wide basis to employees who hold any of the following offices in the local union; President, Vice President Recording Secretary; Financial Secretary and Treasurer. When there are not sufficient jobs available to provide employment in accordance with both this paragraph and the preceding paragraph, priority shall be given to employees covered by the preceding paragraph.

\*10 Notwithstanding the provisions of any local seniority agreement service accumulated by an employee in a seniority unit or on a job solely as the result of retention at work in accordance with this Section shall not enable any such employee to claim relative seniority status in excess of that which he would have had except for such service.

**APPENDIX "B"**

*LINES OF PROGRESSION*

(LISTED IN ORDER OF HIGHEST JOB DOWN TO  
THE BOTTOM JOB)

*BRICKMASON*

Brickmason Leaderman  
Brickmason  
Brickmason Helper  
Stopper Rod Maker  
Clean Up

*CARPENTER SHOP*

Carpenter Leaderman  
Carpenter  
Painter  
Car Blocker  
Carpenter Helper  
Painter Helper  
Carpenter Laborer

*COLD DRAW*

Schumag Operator  
Inspector  
Record Clerk/Shipping  
Draw Bench Operator/Shapes  
K & R Straightner Operators  
Draw Bench Operator/Rounds  
Straightner Operator-Line  
Shot Blast Operator  
Wide Flat Inspector  
Shear Operator  
Cold Saw Operator  
Grinder  
Burner  
Shot Blast Helper  
Schumag Helper  
Feeder K & R  
Crane Follower  
Draw Bench Helper  
Tableman  
Stacker  
Grinder Helper  
Clean Up

*ELECTRIC FURNACE*

First Helper



Second Helper	Charging Crane
Tower Leaderman	Spell Crane - Charging and Scrap
Towerman	Scrap Crane
Ladleman	Scrap Crane (Furnace Dormant)
Gate Setter	Fab Crane
Gate Setter Helper	Roll Change Crane - # 2 Mill
Utilityman	Roll Change Crane - # 3 Mill
Weighman	# 2 Mill Crane
Torch Cut Off Operator	# 3 Mill Crane
Stacker Operator	Yard Crane - West
Crane Follower	Yard Crane - East

*ELECTRICAL (ELECTRICIAN)*

Foreman	* Shop Helper/Oiler
Leaderman	* Clean Up
Electrician	
Electrician Helper	
Mill Operator	
* Shop Helper - Oiler	
* Clean Up	

*ELECTRICAL (CRANES)*

Ladle Crane - Tower	
Ladle Crane - Spell	
Ladle Crane - Furnace	
	<i>FABRICATING</i>
	Spiral Machine Operator
	Punch Press
	Layout
	Shear Leaderman
	Bender Operator
	Stirrup Machine Operator
	Abrasive Saw
	Gauger
	Bundler Tagman

Bundler Shear

*LABORATORY*

Bundler Stirrup

Spectrometer Operator

Trucker

Lab Technician

Tableman - Bender

Lab Technician Trainee

Tableman - Shear

Lab Laborer

Loader

Scrap Shear

Clean Up

*MILL AUXILIARY*

Inspector

Foreman Assistant

Catcher

*FINISHING*

Yardman

Straightner Operator

Shearman # 2 Mill

Inspector

Charger

Weighman

Gauger

Gauger

Feeder

Furnace Helper

Off Bearer

Shearman # 3 Mill

Tableman Straightner

Roll Change Clean Up

Bundler

Roll Change Scrap Cutter

Crane Followers

Roll Change Extra Man

Loaders

Shearman Helper

Shearman

Skidman

\*11 Tableman - Shear

Trucker

Scrap Reel

Crane Follower

Clean Up

Bundler # 3 Mill

Extra Man (Shear)

Charger Helper

Pull On # 3 Mill

Scrapman # 2 Mill

Scrapman # 3 Mill

Ingot Straightner

Bundle Straightner # 3 Mill

Hot Bed Greaser # 3 Mill

Hot Bed Straightner # 3 Mill

Clean Up

Manipulator Operator - # 3 Mill

Manipulator Operator Spell

Layover

Spellman - Saw/Transfer

Saw Operator

Transfer Operator

Grade III Roll Changer # 2 Mill

Grade III Roll Changer # 3 Mill

Ringout Saw Operator

Grade IV Roll Changer

*MILL ROLLING (TONNAGE)*

Roller No. 2 Mill

Roller No. 3 Mill

Roll Change Roller No. 2 Mill

Roll Change Roller No. 3 Mill

Guideman

Roller Helper No. 2 Mill

Roller Helper No. 3 Mill

Heater # 2 Mill

Heater # 3 Mill

Heater Roll Change

Rougher

Heater Helper # 2 Mill

Heater Helper # 3 Mill

Enterer

Grade 2 Roll Changer - # 2 Mill

Grade 2 Roll Changer - # 3 Mill

Manipulator Operator - # 2 Mill

*MILLWRIGHT*

Millwright Foreman

Millwright Leaderman

Millwright

\* Handyman

\* Hyster-Traxcavator Operator

\* Millwright Helper

\* Lubrication-Maintenance Man

\* Oiler Helper

\* Clean Up

*WELDER*

Welder - 1st Class

Welder - 2nd Class

\* Handyman

\* Hyster-Traxcavator Operator

\* Millwright Helper

\* Lubrication Maintenance Man

*MACHINIST*

\* Oiler Helper

Machinist

\* Clean Up

Machinist Sub-Journeyman

Machinist Apprentice (over 36 months)

Machinist Apprentice (0-6 months)

*RAILBREAKER*

Burner

Crane Follower

*MECHANIC*

\*12 Mechanic

Mechanic - 2nd Class

*ROLL SHOP*

Roll Turner

Sub-Journeyman

Apprentice

Craneman

Helper - Yard

Helper - Shop

*BLACKSMITH*

Blacksmith

Blacksmith Apprentice

Blacksmith Helper

*BUILDING MAINTENANCE*

*SCRAP YARD*

Locomotive Crane Operator

Locomotive Engineer

Locomotive Helper

Locomotive Crane Hooker

Maintenance Man

Welder - 2nd Class

**All Citations**

Not Reported in F.Supp., 1974 WL 10524.

**Footnotes**

- \* These jobs are common to both the Electrical and Crane lines of progression.
  - \* These jobs are common to both the Crane and Electrical lines of progression.
  - \* These jobs are common to both the Millwright and the Welder lines of progression.
  - \* These jobs are common to both the Welder and Millwright lines of progression.
-