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# United States Steel Corporation Heavy Products Operations Johnstown Works and United Steelworkers of America Local Union 1288

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BOARD OF ARBITRATION

Case No. USS-5352-H

March 28, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
HEAVY PRODUCTS OPERATIONS  
Johnstown Works

and

Grievance No. HJ-65-34

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1288

Subject: Seniority - Posting of Vacancies.

Statement of the Grievance: "We, Robert R. Moser and Henry Zwiener, Grievance Committeemen from Local 1288 are hereby filing a Union grievance, contending that Management is in violation of Section 2 and Section 13 of the Labor Agreement. The Union, in finding out that Management was about to hire Machinists from off the street, met with Management and requested that a job posting be posted in all departments concerned. Mr. Zwiener made this request to the Asst. Superintendent of the Lower Shop, Mr. J. Deshesando. Mr. Moser made his request to Mr. Croyle, Superintendent of the Upper Shop. These requests were ignored.

"In the Upper Shop Department it has always been the practice of posting for a Machinist when a vacancy existed, so as to give any machinist in the plant the opportunity to bid for this position. By not posting, Management has denied this opportunity to all people holding the Machinist rate. This includes a machinist in the Upper Shop Department who has been on temporary assignment as a machinist for the past few years.

"Remedy Requested: The Union requests that before hiring from the street, management continue the practice of posting for the positions that are vacant and fill positions with employees from the plant who are interested in transferring to another department. We request this be carried out promptly and thus correct the violation of the Labor Agreement that has taken place."

This grievance was filed in the Third Step of the grievance procedure April 16, 1965.

Contract Provision Involved: Section 3 of Local Seniority Agreement dated January 1, 1961.

Statement of the Award: The grievance is sustained to the extent of finding that Management failed to comply with the requirements of Section 3 of the Local Seniority Agreement when it did not post the Machinist vacancy early in 1965. Management is obliged to post all vacancies in the specified manner and should do so in accordance with practices which have emerged in implementation of the Local Seniority Agreement, including posting at the Employment Office and the main plant gate.

BACKGROUND

Case No. USS-5352-H

This grievance from Johnstown Works protests the direct hiring of an outside trade and craft Machinist in early 1965, without first posting the vacancy in the usual manner under the Local Seniority Agreement.

1

In not posting the vacancy, Management believed that all Machinists within the bargaining unit at Johnstown Works already were employed on a Machinist assignment somewhere in the plant. The grievance was not filed by any individual employee (claiming that he was entitled to fill the assignment), but instead was filed in Step 3 by two Grievance Committeemen claiming violation of the Local Seniority Agreement in failing to post. The Union reasons that the obligation to post may be enforced by the Union through the grievance procedure, rather than only by individual employees who feel that they would have bid for the job had it been posted.

2

The Union cites Section 3 of the January 1, 1961 Local Seniority Agreement which states that posting for job vacancies will be made "in the department in which the vacancy exists for a period of fourteen (14) calendar days" and shall include relevant information necessary for bidding. It also appears that in practice, postings of vacancies normally are made also on a bulletin board near the main gate of the plant and also at the Employment Office. While the Union contends that such postings also are made in all departments throughout the plant, the evidence does not substantiate this assertion, although it appears such postings have been made in some departments.

3

The Union stresses that over the years since 1947 there was no failure by the Company to post notices of vacancies. It cannot understand why the Company failed to post, as required in the Local Seniority Agreement, in the present case. While the Union seeks no remedial action for any particular employee, it does request the Board to find that the Company failed to meet its obligation under the Local Seniority Agreement, with a directive to the Company to avoid such oversight in the future.

4

The Company suggests that there is no proper grievance in this case, since neither of the Grievance Committeemen who signed actually claims any injury to himself. The Company sees no obligation to the Union itself involved in this case, within the meaning of Section 6-E of the Agreement. 5

On the merits, however, the Company stresses that the Union does not show any local working condition which would require posting of Machinist vacancies. It believes that the issue really is whether Machinists, working in other locations in the plant, would be entitled to bid for transfer to the particular location in which the opening occurred. There is no practice of granting transfers pursuant to postings of vacancies, hence the Company can see no substantive basis for the grievance. The Company also urges that all Machinists in Johnstown Works already were employed as such on a full-time basis, so that the grievance must be construed as an attempt to establish a seniority right to preferential work locations, contrary to existing practice and agreements at Johnstown. The Company finally emphasizes that the Union does not identify any specific employee who was damaged by the failure to post. 6

### FINDINGS

The language of the Local Seniority Agreement is clear in requiring posting of all vacancies including the one which arose here. Before hiring employees from outside of the plant, Management thus is obliged to make such a posting so that all employees in the plant who might be entitled to bid for the job (and believe they have basic qualifications to perform the work) may do so. It is possible that there was no such individual at Johnstown, but it was premature for Management to determine this in advance, without giving interested employees an opportunity to bid. This is not to suggest that such a posting, in any way, implies a right of Machinists to transfer laterally within the existing classification. 7

This simply is not the issue here and no opinion need be expressed concerning it, since this is a Union grievance and, as such, concededly does not present a proper claim on behalf of any specific individual employee. All that the Union now seeks is a ruling that Management should comply with the posting provisions of the Local Seniority Agreement in all instances.

The Union is entitled to such a ruling, and properly may seek it through a Union grievance. The Union in such an instance acts as collective bargaining representative of the employees, to police compliance with basic procedural provisions in the Seniority Agreement which underlie its functioning as collective bargaining representative of the employees.

8

AWARD

The grievance is sustained to the extent of finding that Management failed to comply with the requirements of Section 3 of the Local Seniority Agreement when it did not post the Machinist vacancy early in 1965. Management is obliged to post all vacancies in the specified manner and should do so in accordance with practices which have emerged in implementation of the Local Seniority Agreement, including posting at the Employment Office and the main plant gate.

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BOARD OF ARBITRATION

  
Sylvester Garrett, Chairman