3-28-1966

United States Steel Corporation Johnstown Works and United Steelworkers of America Local Union 1288

Sylvester Garrett

BOARD OF ARBITRATION

Case USS-5353-H

March 28, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
Johnstown Works

and

Grievance Nos.
HJ-64-94; -95

UNITED STEELWORKERS OF AMERICA
Local No. 1288

Subject: Seniority: Assignment of Work on Labor Pool Jobs.

Statement of the Grievances: Grievance HJ-64-94:
"P. Biroscak, check No. 7056 request to be paid the days wages plus incentive he is losing while the company is scheduling a unit man of the Electric Foundry one day a week to perform his duties of the set-up man which is a job in the 'Foundries Area Seniority Pool.'"

Grievance HJ-64-95:
"W. Zimmerman, check No. 7127 request to be paid the days wages plus incentive he is losing while the company is scheduling a unit man of the Electric Foundry one day a week to perform his duties of sand slinger helper (drawer) which is a job in the 'Foundries Area Seniority Pool.'"

These grievances were filed in the First Step of the grievance procedure Dec. 7, 1964.

Contract Provisions Involved: Section 13-L of the April 6, 1962 Basic Agreement and Sections 3 and 8 of the October 19, 1962 Local Seniority Agreement.

Statement of the Award: The grievances are denied.

BACKGROUND Case USS-5353-H

These two grievances from Johnstown Works were filed by employees assigned to "labor pool" jobs in the Foundries Area Pool, as members of the Electric Foundry Sand Slinger Crew, who protest use of a regular Electric Foundry employee to fill their Sand Slinger Crew jobs two days per week. 1

The Sand Slinger is a semi-automated molding line installed in the Electric Foundry in 1961. When the grievances arose it was operated by a six-man crew including: 2

3 Sand Slinger Finishers (Core Setters) (Class 10)
1 Sand Slinger (Class 9)
1 Molding Machine Helper (Set Up Man) (Class 3)
1 Sand Slinger Helper (Drawer) (Class 3)

Each grievant was assigned to one of the last two listed jobs, which are within the Foundries Area Pool established in a Local Agreement dated October 19, 1962, which was negotiated to meet the seniority protection requirements of Section 13-L of the April 6, 1962 Basic Agreement. 3

Up to November, 1964 the Sand Slinger Crew normally worked 10 hours per day, Monday through Friday. By that time, however, accumulated orders required more production. Management concluded that the most practical way to achieve this (because of limitations imposed by the capacity of sand processing equipment) was to operate the Sand Slinger an additional 10 hours each Saturday. Rather than have the crew members regularly work 60 hours per week, each, a seventh man was added to work as a "swipe" or relief man on the crew. An employee who occupied a Class 8 job in the Electric Foundry seniority unit (and who was next in line for promotion to Sand Slinger) thus was assigned as 4

"swipe man." He worked on a five-day week basis, relieving on the Sand Slinger Finisher job three or four days and relieving on the two Pool jobs (Molding Machine Helper and Sand Slinger Helper) one or two days each week. In this way each of the six regular crew members (including the two grievants on the Pool jobs) received one day off each week while working 5 days of 10 hours each; each man also had an option to work six 10-hour days every sixth week on a rotating basis. The Sand Slinger was operated in this way from November 22, 1964 through April, 1965, when the operation was reduced to five turns a week and use of the "swipe man" discontinued.

The Union relies on both Section 13-L of the Basic Agreement and on language in the Local Seniority Agreement of October 19, 1962 in asserting that no employee can be assigned, except in an "emergency," to work on a Pool job unless he is laid off from his home seniority unit. In the present instance the "swipe man" already held a Class 8 job in his regular seniority unit. Hence the Union holds that the Company could not assign him to fill turns on a Pool job even for one or two days a week. The Union specifically cites Paragraphs 3 and 8 of the October 19, 1962 Local Seniority Agreement, reading:

> "(3) ... In filling <u>other than temporary vacancies in jobs in these two seniority pools, the Company will recall employees laid off</u> in the order of their plant continuous service; ...
>
> "(8) <u>An employee's rights to a pool job exist only for that period of time when he has no rights to a job in his home seniority unit</u> in accordance with the existing local seniority agreement."
>
> (Underscoring added.)

The Company stresses that Section 13-L and the October 19, 1962 Local Seniority Agreement deal with decreases in force and recalls from layoff and do not apply to the assignment of work from day to day. It notes that the "swipe man" was assigned to one or two turns per week on a Pool job only to meet a peak load requirement and to avoid excessive overtime. Throughout the period covered by the grievances, each grievant received full employment of 50 hours per week, including daily overtime, and the Company urges that nothing in the Basic or Local Agreements requires granting additional overtime work to grievants. 6

FINDINGS

This is one of two cases from Johnstown Works which reflect need for clarification of the nature and operation of the seniority pools contemplated under Section 13-L of the April 6, 1962 Agreement. In Case USS-5351-H, presented at the same time as the present case, the Union includes a claim that an overtime turn on any non-pool job in a seniority unit must be offered first to any qualified regular incumbents of a job in that seniority unit (above the Pool level) before any Pool employee (who happens to be working in the unit) can be upgraded to work an overtime turn. In the present case the Union holds that no work on a Pool job can be assigned to a regular incumbent of a job in the given seniority unit above the pool level, except in an "emergency." 7

Taken together, these two cases thus seem to reflect a conviction that there is some kind of wall, or fence, between Pool and non-Pool jobs for purposes of work assignments. A review of the basic essentials of Section 13-L thus may be helpful in putting these two cases in proper setting. 8

It should be clear, for example, that Section 13-L is designed to increase job security by creating opportunities for laid off employees to fill lower rated jobs in other seniority units, which are designated as "pool" jobs (and must include all Class 1, 2 and 3 jobs--and two-thirds of the Class 4 jobs--in any given pool area). Thus, Section 13-L is concerned with jobs, as such, and not with day-to-day work assignments. In any given seniority unit there typically may be a substantial number of employees at work who are regular incumbents of higher rated jobs in such unit, plus a number of men (who are regular incumbents of other seniority units) filling the lower rated Pool jobs. When unexpected temporary vacancies occur on jobs above the Pool level, it may be natural and reasonable to assign a Pool employee temporarily to fill the job (either as an application of Section 13-F or by analogy to it) rather than to use a regular incumbent of the seniority unit on an overtime basis. There is nothing in Section 13, or specifically in Section 13-L, which touches upon this problem at all. This is a matter thus left for local implementation--(1) by Management in the exercise of its initiative, (2) by local agreement, or (3) by established practice--in relation to the specific circumstances in each Pool area or seniority unit. 9

Section 13-L likewise cannot reasonably be construed to cut off the Pool jobs in a given seniority unit, so as to constitute them as a separate unit (with all other Pool jobs in the Pool area), thereby preventing Management from assigning or scheduling work so that occasional hours or turns on Pool jobs may be filled by regular incumbents of higher rated jobs in the given seniority unit. If the parties had intended thus to isolate Pool jobs from the seniority units in which they existed, they easily could have found language to accomplish this result in Section 13-L. What they wrote, instead, reflects a significant degree of care to avoid the impractical results implicit in separating Pool from non-Pool jobs for all purposes of scheduling and day-to-day work assignments. 10

Section 13-L-1 leaves no doubt at all that the parties intended to establish area seniority Pools "for the purposes of layoff and recall"; this limitation obviously extends through the related Pool provisions of 13-L. And Section 13-L-3 speaks of filling "other than temporary vacancies in jobs." It is to fill such other than temporary vacancies that qualified employees on layoff (from their regular seniority units) will be recalled. In view of these provisions, it hardly can be maintained that every miscellaneous turn, or every hour of work, on a Pool job must be assigned to a Pool employee rather than to an incumbent of a higher rated job in the unit. When such miscellaneous hours become sufficiently significant to permit or justify assignment of an additional employee, of course, there then will be a vacancy within the application of Section 13-L-3. 11

Nothing in Sections 3 or 8 of the October 19, 1962 Local Agreement is at variance with the above cited provisions of Section 13-L of the Basic Agreement. Section 3 of the Local Agreement uses the precise language of Section 13-L-3 when it speaks of "filling other than temporary vacancies in jobs" in the respective Pools. And Section 8 of the Local Agreement can be read reasonably only in the same way when it speaks of an employee's rights to a Pool "job." 12

In the present case it is of particular interest that the two grievants already were holding Pool jobs, and were working 50 hours per week when they filed their grievances. Thus they really are not seeking jobs in the pool at all; what they seek is an extra 10 hours of work per week at overtime. 13

AWARD

The grievances are denied. 14

BOARD OF ARBITRATION

Sylvester Garrett

Sylvester Garrett, Chairman