

5-21-1965

# United States Steel Corporation Sheet and Tin Operations Geneva Works and United Steelworkers of America Local Union 2701

Sylvester Garrett

Follow this and additional works at: [http://knowledge.library.iup.edu/garrett\\_series](http://knowledge.library.iup.edu/garrett_series)

---

## Recommended Citation

Garrett, Sylvester, "United States Steel Corporation Sheet and Tin Operations Geneva Works and United Steelworkers of America Local Union 2701" (1965). *Arbitration Cases*. 245.  
[http://knowledge.library.iup.edu/garrett\\_series/245](http://knowledge.library.iup.edu/garrett_series/245)

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](mailto:cclouser@iup.edu), [sara.parme@iup.edu](mailto:sara.parme@iup.edu).

BOARD OF ARBITRATION

Case No. G-182

May 21, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Geneva Works

and

Grievance No. RM-21-151-62

UNITED STEELWORKERS OF AMERICA  
Local Union No. 2701

Subject: Seniority

Statement of the Grievance: "I, Jack Jones #39424, charge management with violation of the April 6, 1962 agreement and the June 9, 1949 seniority agreement in that my occupation dates on the seniority list as an oiler is incorrect and younger people have been allowed to go ahead of me.

"Therefore, I request all monies lost."

This grievance was filed in the Second Step of the grievance procedure December 20, 1962.

Contract Provisions Involved: Section 13 of the April 6, 1962 Basic Agreement and Section D-2-a of the June 9, 1949 Local Seniority Agreement.

Statement of the Award: The grievance is sustained.

BACKGROUND

Case G-182

Geneva Works employee J. R. Jones charges "Management with violation of the April 6, 1962 agreement and the June 9, 1949 seniority agreement in that my occupation dates on the seniority list as an oiler is incorrect and younger people have been allowed to go ahead of me."

1

Company records indicate that Jones carries an occupational service date of April 18, 1948; a unit continuous service date of May 21, 1947; and a department continuous service date of April 25, 1947. No dispute exists as to the correctness of unit and departmental dates. It is the Union's position that the initial error occurred in 1949 and that the grievant's occupational service date should correspond with the May 21, 1947 unit date.

2

Jones began working at Geneva on April 24, 1947; he was assigned to the position of Millwright D on May 21, 1947 and to the position of Millwright C on October 2, 1947. In the course of implementing the Wage Rate Inequities Program lettered jobs were abolished and Jones began working as a Millwright Helper on April 18, 1948.

3

The parties entered into a Seniority Agreement on June 9, 1949, which provided, in Section D that:

4

"Occupational continuous service shall commence as of the first date on which an employee is permanently assigned to an occupation."

A Supplemental Seniority Agreement stated in Sections C and D that:

"Employees classified as Helpers or Apprentices in the Trades or Crafts as of April 18, 1948 will be credited with no prior occupational continuous service as Journey-men, and subsequent establishment of occupational continuous service for such employees will be governed by the provisions of D-2-a of the Seniority Agreement.

"Employees classified as Repairman Mechanical, Repairman Electrical or Helpers as of April 18, 1948 will be credited with no prior occupational continuous service as Millwrights or Motor Inspectors, and subsequent establishment of occupational continuous service for such employees will be governed by the provisions of D-2-a of the Seniority Agreement."

The Company contends that this grievance, based on an event which occurred some 14 years prior to filing-- i.e. the assignment to Jones of an occupational date of April 18, 1948--is a stale claim similar to well-aged grievances frowned upon by the Board in the past. The Union counters that there was no occasion to correct Jones' occupational date prior to the time when he became aware that he was possessed of a valid grievance.

5

The Company, says the Union, selected April 18, 1948 as the occupational service date and this resulted in depriving Jones of Millwright C and D service, since that service, in reality, represents the same type of work performed by Millwright Helpers subsequent to the elimination of lettered jobs. In effect, the Company and Union merely substituted a new title for old ones. Thus, it is a gross inequity, says the Union, to deprive a man of actual service on an occupation. Further, consistency of approach requires that the assignment of a unit service date--May 21, 1947--requires that the occupational service date correspond with the unit date.

6

The Company asserts that not all Millwright C and D's were assigned to the newly created Millwright Helper job in April, 1948. Those who were described and classified as Millwright Helpers at that time have carried an April 18, 1948 occupational date ever since without complaint.

7

The Company bears down hard on the stipulated fact that the June 9, 1949 Seniority Agreement and the later Supplement were negotiated with the local union. The Local and the Company agreed to Section D-2-a and the date when Jones was "permanently assigned to an occupation" had to have been

8

April 18, 1948 when the Millwright Helper position was created and put into effect. A contrary ruling would defeat the purpose of the parties.

FINDINGS

If it be found that an error occurred in assigning grievant Jones an occupational continuous service date as a Millwright Helper of April 18, 1948, the mere passage of many years would not bar a correction, since Section 13-K of the April 6, 1962 Basic Agreement provides, in part,

9

"The seniority rights of individual employees shall in no way be prejudiced by errors, inaccuracies, or omissions in such lists."

All or most Millwright D's were assigned the title of Millwright Helper effective April 18, 1948. The Company's stance is the narrow one that, under Section D-2-a of the Local Seniority Agreement of June 9, 1949, that 1948 date was the first time on which Jones was "permanently assigned to an occupation." This is literally true, obviously, with regard to the newly created title of Millwright Helper. Proceeding from form to substance, however, the preponderance of the evidence requires a finding that the Millwright Helper position was substantively the same as the former Millwright D. Jones began functioning as a Millwright D on May 21, 1947 (his unit continuous service date). It would seem that that date was the one on which he was "permanently assigned to an occupation." The subsequent change in job title, as distinct from the substantially unchanged work requirements, dictates the conclusion that grievant's unit and occupational continuous service dates, on this record, should be the same--viz. May 21, 1947.

10

It is, of course, impressive that Management and men have regarded April 18, 1948 as the proper occupational continuous service date. Nonetheless, the Board is charged with the responsibility for interpreting and implementing the language of the June 9, 1949 Seniority Agreement and Supplements. Sections C and D of the first Supplement (which was written contemporaneously with the Seniority Agreement) provide as follows: -

11

"C. Employees classified as Helpers or Apprentices in the Trades or Crafts as of April 18, 1948 will be credited with no prior occupational continuous service as Journeymen, and subsequent establishment of occupational continuous service for such employees will be governed by the provisions of D-2-a of the Seniority Agreement.

"D. Employees classified as Repairman Mechanical, Repairman Electrical or Helpers as of April 18, 1948 will be credited with no prior occupational continuous service as Millwrights or Motor Inspectors, and subsequent establishment of occupational continuous service for such employees will be governed by the provisions of D-2-a of the Seniority Agreement."

(Underscoring supplied.)

Nothing in this language deprived grievant Jones of time spent on Millwright C and D jobs prior to April 18, 1948.

The grievance requests "all monies lost." The parties will examine the appropriate plant records to determine what monies, if any, are due grievant and will apply Section 7-G-1-b of the applicable Basic Agreement.

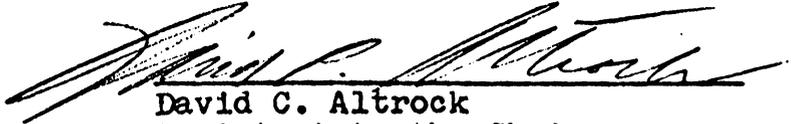
12

AWARD

The grievance is sustained.

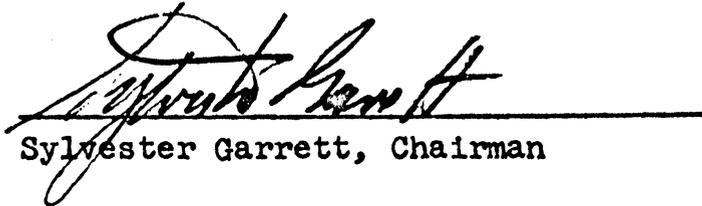
13

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



David C. Altrock  
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman