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

Sylvester Garrett

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BOARD OF ARBITRATION

Case No. USS-4937-S

July 20, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Irvin Works

and

Grievance No. A-63-188

UNITED STEELWORKERS OF AMERICA  
Local Union No. 2227

Subject: Recall from Layoff.

Statement of the Grievance: "Younger man recalled and younger man retained.

Facts: For week beginning 11-17-63, Harold Douglas-Check No. 36113-Plant date 4-6-50 was recalled to the Cold Reduction Maintenance. Mr. Ludwick-Check No. 54041-Plant date 4-11-49 is the senior employee. He has worked in the C. R. Maintenance. Also, Mr. F. J. Schmidt-Check No. 58059-Plant date 3-4-50, a younger employee was retained at work on a bumpable job while the senior employee was laid off.

Remedy Requested: That the senior employee be recalled to work and be compensated for monies lost."

This grievance was filed in the Third Step of the grievance procedure January 8, 1964.

Contract Provision Involved: Recall from Layoff provisions of the December 12, 1956 Local Seniority Agreement.

Statement of the Award: The grievance is sustained, and Management shall reimburse grievant for all earnings lost as a result of improper failure to recall him to the Mechanical Repairman job in Cold Reduction Maintenance.

BACKGROUND

Case No. USS-4937-S

This grievance from the Maintenance Group of Irvin Works claims violation of the Recall from Layoff provisions of the December 12, 1956 Local Seniority Agreement in Management's recalling employee Douglas rather than grievant, who had greater continuous plant service, to a class 10 Mechanical Repairman job in Seniority Unit 24, Cold Reduction Maintenance.

Prior to the week of November 17, 1963, grievant and Douglas both were on layoff. Management then determined that an additional Mechanical Repairman was needed for the following week in Cold Reduction Maintenance. It recalled Douglas to that vacancy as of November 17, 1963, and grievant was recalled to the Labor Gang in Central Maintenance in late December of that year.

Grievant's continuous plant service dates from 4-11-49, and Douglas' from 4-6-50. Prior to his previous layoff, Management asserts that Douglas had worked over 3700 hours as Mechanical Repairman in Cold Reduction Maintenance, as compared with grievant's 72 hours in Cold Reduction Maintenance as a Millwright Helper and no time as a Mechanical Repairman there.

The Union says that prior to his previous layoff, grievant had over 18,000 hours as Mechanical Repairman in Tin Finishing Maintenance, Seniority Unit 25, and 120 hours as Millwright Helper and 8 hours as Mechanical Repairman in Cold Reduction Maintenance.

The Company agrees that grievant is a competent Mechanical Repairman in Tin Finishing Maintenance but argues that the equipment on which he would have had to work in the Cold Reduction area is sufficiently different from that in Tin Finishing to support the conclusion that Douglas, who is regarded as extremely competent, had appreciably greater ability as a Cold Reduction Mechanical Repairman than grievant because Douglas had substantially more experience with that equipment. Management urged also that Douglas was more familiar with the location of spare parts in the Cold Reduction area than grievant.

The Union denies that Cold Reduction equipment is in any significant degree different, for mechanical-maintenance purposes, from Tin Finishing equipment with which grievant has worked as Mechanical Repairman for years.

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### FINDINGS

Under the Recall provisions of the Local Seniority Agreement, as was explained in detail in USC-1215, recall from layoff is made initially to the respective Groups, here the Maintenance Group, on the basis of length of continuous plant service and, when employees are recalled directly to a job above the Group pool, as here, plant service continues as the decisive factor, where ability and physical fitness are relatively equal. Physical fitness is not an issue here.

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Thus, this is a relative ability case in which Management, under principles established in CI-31, has the burden of demonstrating that the junior plant service employee who was recalled had appreciably greater relative ability on the duties of the job in question than the senior plant service grievant.

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The location of the work experience of the two employees constitutes the sole basis for Management's conclusion that Douglas had greater relative ability than grievant as a Cold Reduction Mechanical Repairman. This point might have considerable force in some other setting, but it seems to break down on this record and in the present context of mechanical-maintenance functions of a Mechanical Repairman.

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The Job Descriptions and Classifications for Mechanical Repairman at each location are identical. Grievant and an older Tin Finishing Mechanical Repairman who had some experience in Cold Reduction, testified that the equipment, for purposes of mechanical-maintenance functions, is essentially similar at each location. It was notable that the General Foreman of Cold

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Reduction Maintenance supported that conclusion in nearly all instances. The only example where he insisted that there was a substantial difference was with the uncoilers in Cold Reduction.

The General Foreman went on, however, to lay considerable stress on a stranger's inability, without being told or without looking at the card-index system or "black books," to know where spare parts might be located in Cold Reduction. But that seems a rather insignificant factor on which to disqualify an otherwise able and senior Mechanical Repairman. If applied with the force it was given by Management here, it would run to the disadvantage of the most competent Mechanical Repairman in the plant, if he were a newcomer to Cold Reduction Maintenance. Assuming that grievant has been able to master the mysteries of spare-parts locations in Tin Finishing Maintenance, and there is nothing to suggest the contrary, he surely could discover where spare parts are kept in Cold Reduction without any significant loss of time simply by asking, or by consulting the card index and "black books," as any stranger would. 11

Although the General Foreman of Cold Reduction Maintenance did not know anything about the level of grievant's ability as a Mechanical Repairman, he felt that Douglas was an amazingly competent employee. The record indicates that, aside from catching turns, Douglas did not reach the Mechanical Repairman rate in Cold Reduction Maintenance until November 17, 1963, the day on which the disputed assignment began, whereas grievant had achieved the Mechanical Repairman rate in Tin Finishing Maintenance in 1954. The General Foreman stressed, however, that Douglas was a wonderfully competent employee who could be used on many difficult assignments, and that he later had worked as Millwright and even as Vicing Foreman, both apparently after the recall in question. He said that Douglas had been very helpful to him in developing, designing, repairing, and changing entire hydraulic systems in Cold Reduction and that, regarding hydraulic systems, he would consider Douglas as among the top three men of about 160 employees in Cold Reduction Maintenance. 12

There is no reason to doubt any of that, but it has little to do with the present problem for it shows with striking clarity that the General Foreman was not confining his comparison of grievant's and Douglas' relative ability to the duties demanded of a Mechanical Repairman job. The Foreman obviously uses Douglas as a kind of general and all-around trouble-shooter and often on tasks which employ considerably greater mechanical-repair skills than are called for by a class 10 Mechanical Repairman, whose Primary Function is "Under the direction and advice of a Millwright, to perform mechanical repair, replacement, installation, adjustment, and maintenance tasks of a lower job content than a Millwright job...." Thus, although it may be that Douglas has greater relative ability as Millwright, or Vicing Foreman, or even as a sometimes "Mechanical Engineer," that is not a proper basis for comparison here, since grievant disputes Douglas' recall as Mechanical Repairman, calling for a lower level of mechanical-repair skills than the General Foreman used to justify recall of Douglas. It is worth noting that the General Foreman asked Personnel Services "...for a man and particularly Douglas or a man of his ability..." when he initiated the recall.

On balance, therefore, it has not been established that Douglas possessed such superior ability as Mechanical Repairman in Cold Reduction as to justify overriding grievant's greater continuous plant service. The grievance will be sustained.

#### AWARD

The grievance is sustained, and Management shall reimburse grievant for all earnings lost as a result of improper failure to recall him to the Mechanical Repairman job in Cold Reduction Maintenance.

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USS-4937-S

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

Clare B. McDermott  
Clare B. McDermott  
Assistant Chairman

Approved by the Board of Arbitration

Sylvester Garrett  
Sylvester Garrett, Chairman