

6-4-1965

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

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Garrett, Sylvester, "United States Steel Corporation Sheet and Tin Operations Irvin Works and United Steelworkers of America Local Union 2227" (1965). *Arbitration Cases*. 304.
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BOARD OF ARBITRATION

Case No. USS-5035-S

June 4, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance Nos. A-64-61; -62

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Seniority

Statement of the Grievances:

Grievance No. A-64-61

"Employees Sniezek and Loreski should have been laid off from Unit 10 for week ending March 14, 1964.

Remedy Requested: "Employees be recalled to Unit and loss of earnings be retroactive."

This grievance was filed in the First Step of the grievance procedure March 14, 1964.

Grievance No. A-64-62

"Employees Schultz and Hiles should have been recalled to work in the Tin Temper Department for the week ending March 7, 1964.

Remedy Requested: Employees be recalled to Unit and loss of earnings be

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retroactive."

This grievance was filed in the First Step of the grievance procedure March 14, 1964.

Contract Provisions Involved:

Section 13 of the April 6, 1962 Agreement, as amended June 29, 1963, and the December 12, 1956 Irvin Works Local Seniority Agreement.

Statement of the Award:

The grievances are denied.

FINDINGS

Case USS-5035-S

Two employees from No. 1 Tin Temper Mill, and two employees from No. 7 Tin Shear of the Tin Temper Mill of Irvin Works, allege that the Company failed to return them into their respective home seniority units in the week of March 8, 1964, in violation of Section 13 of the April 6, 1962 Agreement, as amended June 29, 1963, and the December 12, 1956 Irvin Works Local Seniority Agreement.

The underlying facts in both grievances are the same. In the week of March 8, 1964, the four grievants were scheduled outside of their own home seniority units in accordance with the reduction in force provisions of the Local Seniority Agreement. After the schedules had been posted, and the workweek had commenced, Management decided to operate additional equipment in grievants' respective home seniority units. As the Company made up the required additional crews, two Laborer jobs remained vacant in each crew which were "bumpable" jobs enumerated as production group jobs in Appendix I of the Local Seniority Agreement and were filled in each case by the two oldest employees on layoff. In the week beginning March 15, 1964, all four grievants were returned to their home seniority units.

They claim here that the Company should have returned them to their home seniority units even though the vacancies arose in the middle of a workweek.

The Company finds the grievances without merit for five reasons:

1. Under the standards of reasonableness and practicality built into the Local Seniority Agreement as interpreted by the Board in Case USC-1215 immediate return of a displaced employee to a "group" job in his home seniority unit is not required.

2. The placement requested by the grievants would have, at least in one instance, resulted in the payment of overtime, and in two other instances in only four days of work for the grievants involved.

3. The grievants earned about \$30.00 more that week as temporary employees in the other seniority units than the employees who were recalled to "group" jobs in grievants' home units.

4. The issue involved in this case was resolved by the Board in Case USC-1866.

5. Underlying both grievances is a general complaint by the Union that Management attempted "to schedule the operations too close" in this area.

Since in the week in question grievants enjoyed earnings as displaced persons higher than those received by the displaced employees recalled to "group" jobs in their home seniority units, they did not suffer any damages for which the Board could compensate them with an award and, for this reason alone, the grievances cannot be sustained. However, the substantive question raised by the grievants has been adjudicated by the Board in Case USC-1866, and this decision need not be restated.

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AWARD

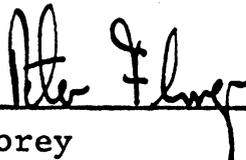
The grievances are denied.

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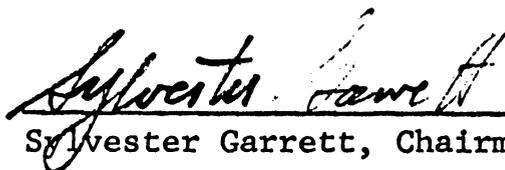
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Findings and Award recommended
pursuant to Section 7-J of the
Agreement, by



Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman