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

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BOARD OF ARBITRATION

Case No. USS-5060-S

July 20, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. SI-64-104

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Seniority

Statement of the Grievance: "Grievant protests loss of regular job and loss of wages for the week ending August 1, 1964."

This grievance was filed in the First Step of the grievance procedure July 24, 1964.

Contract Provisions Involved: Section 13 of the April 6, 1962 Agreement, as amended June 29, 1963, the December 12, 1956 Irvin Works Local Seniority Agreement, and the October 1, 1962, Irvin Works Galvanizing Warehouse Line of Promotion Agreement.

Statement of the Award: The grievance is sustained and grievant shall be reimbursed accordingly.

BACKGROUND

Case USS-5060-S

Grievant Brier, a Tractor Operator (Job Class 8) in the Galvanizing Warehouse at Irvin Works, alleges that he was scheduled as a Loader Helper (Job Class 5) in the week ending August 1, 1964, in violation of Section 13 of the April 6, 1962 Agreement, as amended June 29, 1963, the December 12, 1956 Irvin Works Local Seniority Agreement, and the October 1, 1962 Irvin Works Galvanizing Warehouse Line of Promotion Agreement.

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Under a Local Agreement effective October 1, 1962, promotions in the Galvanizing Warehouse are made from any job in Job Level 3 to a job in Job Level 2 and from there to a job in Job Level 1. All jobs in Job Level 3: Corrugating Machine Helper (Job Class 4) Resquare Helper (Job Class 3) Wrapper (Job Class 4) and Laborer (Job Class 2) are "bumpable" jobs included in the Production group in Appendix I of the Local Seniority Agreement. Jobs in Job Level 2 include Loader Helper (Job Class 5) Inspector Helper (Job Class 5) Tractor Operator (Job Class 8) Sawyer (Job Class 5) and Hooker (Job Class 5). Job Level 1 includes jobs covered by direct incentives: Resquare Shearman (Job Class 9) Wrapper Group Leader (Job Class 6) Corrugating Machine Operator (Job Class 9) Paper Inspector (Job Class 9) and Product Loader (Job Class 9) and jobs covered by indirect incentives: Expediter (Job Class 9), Stocker (Job Class 9) and Craneman (Job Class 8).

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Grievant is regularly assigned to the job of Tractor Operator in Job Level 2. In the week ending August 1, 1964, a vacation vacancy occurred in the job of Product Loader in Job Level 1 which was filled by the Company with an employee regularly assigned to the job of Loader Helper in Job Level 2. Since Management expected heavy end-of-the-month shipments, it was anxious to place

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the most experienced employee into the job of Loader Helper and decided on the grievant who has a reputation as an efficient and hard-working employee. In turn, it promoted an employee from Job Level 3 into the vacancy of grievant's Tractor Operator job.

The Union claims existence of a practice in the Galvanizing Warehouse whereby senior employees have a right to be assigned to, or to remain in, the "most desirable" jobs within a job level. Thus, grievant considered the job of Tractor Operator as the most desirable at the time, and took the position that the Company should have moved the Job Level 3 employee directly into the vacancy of the Loader Helper job, particularly since he would have been qualified to fill that job, or else could have been trained in a short span of time.

It was explained at the hearing that the desirability of jobs depends not solely on earnings but also on location, scheduling, and other factors. In the opinion of the grievant, the most desirable job in this job level is that of Inspector Helper, followed by Tractor Operator, Loader Helper, Sawyer, and Hooker. Management is aware of the preferences of individual employees and, as efficiency of operation permits, tries to place employees in jobs, considered more desirable by them, on the basis of their ability and seniority.

The parties were not in agreement whether the earnings of the Loader Helper job are, on the average, higher or lower than those of the Tractor Operator job. Also, they disagreed whether incumbency rights exist in specific jobs or only in the job level. The grievant's undisputed testimony about his "job date" on the Craneman's job would indicate that the Line of Promotion Agreement has not affected incumbency rights.

The record contains no specific reference to the ability of the Job Level 3 employee to fill the temporary vacancy. The evidence showed that a number of employees help out as Loader Helpers whenever shipments "bunch up"; one of these employees was DeJohn who would have been available for upgrading

in the week in question. (Such temporary assignments do not necessarily show up either in work schedules or payroll records.) The Company failed to refer to any specific prior instance in which Job Level 2 employees had been unilaterally "reshuffled."

FINDINGS

Case USC-1828 cannot be considered as dispositive of the issues presented here. Not only were the facts entirely different, but the decision in that case was specifically limited to the facts and presentations in that case as set forth in marginal paragraphs 10 and 11 as follows:

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"The kind of problem underlying this case is by no means uncommon. Logically, it would be possible for each Operator assignment on each Line to be deemed a separate 'job' for promotional, demotional, and recall purposes. It may be equally logical for the parties locally to treat all work stations, where employees under a common job description are assigned, as being a single job for seniority purposes, with none of the individual employees having any recognized right to work at any specific work station covered by the job. Section 13 of the Basic Agreement implies no compulsion that the parties locally should follow either of these alternative approaches, or any one of numerous other alternatives for dealing with this type of situation. This is a matter as to which local flexibility seems to be recognized and protected under Section 13-B, and in some instances under Section 2-B-3.

"In view of the presentations in this case, and since the parties locally have had under consideration the possibility of revising the promotional sequence, the present grievance will be disposed of on the narrowest possible

"basis, with no thought of establishing any precedent, or of generalizing as to other kinds of situations. Accordingly, this decision turns solely on the evidence before the Board, as evaluated in light of the parties' arguments."

The Company has claimed that lateral movements between jobs in a particular job level, at its discretion, are consistent with what had been done in the past on those occasions when necessity allegedly would not permit senior unit employees to remain on their regular jobs. This broad assertion is not supported by any specific evidence. Before the Company can place weight on such a claimed practice, it must be established by affirmative evidence. Instead, the record here indicates that longer service employees in fact are given preference in choosing job assignments on the various job levels (above the Pool); the Company has only claimed that there are qualifications to this "policy," but the record does not define what such qualifications may be. 9

The Company also seems to imply that an employee is entitled only to some job within a job level, (above the Pool) and that all assignments within a job level may be made in the Company's discretion, so that no individual is entitled to any specific job in his job level. There is no authority for such a view under the Local Agreement, as to jobs above the Pool level, and such a policy surely could not be sustained under Section 13-A, (as to promotions and demotions) without either a clear local agreement or well defined practice. Such a broad claim, of course, goes well beyond the Company claim in Case USC-1828 that it could treat employees "under a common job description" as being susceptible to assignment within its discretion on the same job. The present case deals with entirely separate jobs, described and classified on their individual bases. 10

Since the opening as Loader Helper was a temporary vacancy, an employee could have been moved up from a Job Level 3 job under the provisions of Section 13-F of the Basic Agreement. The Local Agreement itself contemplates application of that Section in such a situation.

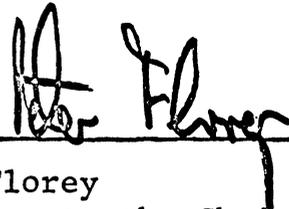
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AWARD

The grievance is sustained and grievant shall be reimbursed accordingly.

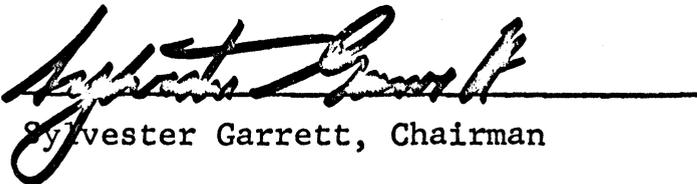
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Findings and Award recommended pursuant to Section 7-J of the Agreement, by



Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman