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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 USS-5061-S

June 4, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. SI-64-116

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Seniority

Statement of the Grievance: "The week beginning 8-16-64, grievant was laid-off from the Hot Strip Maintenance and assigned to #6 Shop while a junior employee was retained in the Hot Mill Maintenance. The grievant, Mr. Hutcheson-Check No. 54027 has a plant date of 5-1-55 while the junior employee, Mr. Seseck-Check No. 54116 has a plant date of 3-17-59. They were both assigned to the Hot Mill Maintenance for week beginning 8-9-64. The grievant was laid-off from this Unit and assigned to #6 Shop for W/B 8-16-64."

"Remedy Requested: "The grievant be compensated for monies lost and be reassigned to the Hot Mill Maintenance."

This grievance was filed in the First Step of the grievance procedure September 16, 1964.

2.

USS-5061-S

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 grievance is denied.

FINDINGS

Case USS-5061-S

At issue in this case is the job assignment within "Groups" under the Reduction in Force provisions of the December 12, 1956 Irvin Works Local Seniority Agreement. 1

This case arises against the background provided by the decision in Case USC-1215 and it is unnecessary here to repeat that background. 2

Grievant Hutcheson and employee SeseK had been displaced from their home Seniority Unit No. 25, Tin Finishing Maintenance, sometime prior to August 9, 1964, under the Reduction in Force provisions of the Local Seniority Agreement. Both employees had been placed by the Company in "Group" jobs in Seniority Unit 22, 80" Hot Strip Maintenance. Grievant has a plant date of May 1, 1955; SeseK of March 17, 1959. Grievant commenced to work in Unit 22 on the same date, August 9, 1964, as SeseK but on an earlier turn. In the following week the Company assigned grievant to a group job in Seniority Unit 33, No. 6 Shop of Central Maintenance. In that week he earned \$11.30 less than SeseK who remained as a "displaced employee" in Seniority Unit 22. 3

The Union argues that under the Local Seniority Agreement "displaced employees" assigned to group jobs can be transferred from a "foreign" unit only in accordance with their service accumulated in that foreign unit or, in cases of identical foreign unit service, on the basis of their plant seniority. In this specific case, it is also submitted that grievant had superior rights to stay in the foreign unit since he commenced to work on a turn previous to SeseK. 4

The Company relies on Section 5-d of the Reduction in Force provisions of the Local Seniority Agreement which provides that "Job assignments within each group shall be determined exclusively by Management and shall be considered temporary."

5

The evidence in this case indicates that the Company in some instances has transferred employees from group jobs in accordance with the service accumulated in foreign seniority units even though there is no contractual requirement to do so.

6

Under Section 1 of the Transfer provisions of the Local Seniority Agreement, an employee who is temporarily transferred from one seniority unit to another, shall continue to accumulate service in the unit from which he is transferred and shall not accumulate service in the unit to which he is transferred. There is no provision either in the Local Seniority Agreement or in the Basic Agreement which provides for unit service of displaced employees who have been assigned to "Group" jobs under the Reduction in Force provisions of the Irvin Works Local Seniority Agreement.

7

The provisions of Section 5-d of the Reduction in Force provisions of the Local Seniority Agreement are specific by giving Management the exclusive determination for placement of employees into "Group" jobs. This exclusive right cannot be restricted to the original placement of an employee into a "Group" job since the very operation of the Local Seniority Agreement may require the Company to make successive moves of employees within available "Group" jobs. In view of the specific provisions of Section 5-d of the Reduction in Force provisions of the Local Seniority Agreement,

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there can be no doubt that grievant cannot lay claim to a specific "Group" job on the strength of time spent in a "foreign" seniority unit as a displaced employee or on the basis of plant seniority.

AWARD

The grievance is denied.

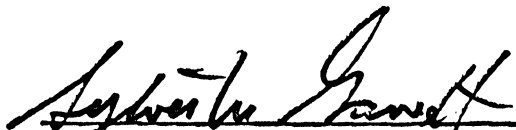
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Findings and Award recommended pursuant to Section 7-J of the Agreement, by



Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman