

10-23-1964

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

Sylvester Garrett

Follow this and additional works at: http://knowledge.library.iup.edu/garrett_series

Recommended Citation

Garrett, Sylvester, "United States Steel Corporation Irvin Works and United Steelworkers of America Local Union 2227" (1964).
Arbitration Cases. 395.

http://knowledge.library.iup.edu/garrett_series/395

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, sara.parme@iup.edu.

BOARD OF ARBITRATION

Case USC-1828

October 23, 1964

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
Irvin Works

and

Grievance No. A-63-44

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Seniority.

Statement of the Grievance:
from Line 1."

"Employee was assigned to Line 3

This grievance was filed in the
First Step of the grievance procedure April 12, 1963.

Contract Provisions Involved: Section 13 of the April 6, 1962
Basic Agreement and the Local Seniority Agreement
dated December 12, 1956.

Statement of the Award:

The grievance is denied.

BACKGROUND

Case USC-1828

This grievance from the Tin Finishing Department of Irvin Works protests assignment of Electrolytic Tinning Line Operator Lucas to the No. 3 Electrolytic Tinning Line, after he had been working some weeks as Operator on the No. 1 Line, while a junior service Operator, who had been working as Shearman on the No. 3 Line, was assigned as Operator on the No. 1 Line.

The problem arises because incentive earnings on No. 1 Line ran at 151% compared with an average of about 135% on No. 3 Line. The Union asserts that the assignment of Lucas to No. 3 Line violated Sections 1, 2-B-3, and 13 of the April 6, 1962 Agreement, as well as provisions of the 1956 Local Seniority Agreement.

The Irvin Works Tin Finishing Department includes three Electrolytic Tinning Lines, with each direct crew headed by an Operator. The three Operators are on the same job level in the established promotional sequence of the Seniority Unit. For purposes of promotion and demotion, length of continuous service is determined by job service dates. Promotions in the established promotional sequences are made from job, or job level, to the next higher job, or job level. Each Electrolytic Tinning Line Operator acquires a job service date from the time of first regular assignment as Operator on any one of the three Lines. The number of Operators scheduled for any given week is based on the number of operating turns for all three Lines; the required number of Operators is selected on the basis of job service dates on the Operator job. Only when there are not enough Operators to cover the turns anticipated is it necessary to promote an employee from a lower ranked job in the sequence.

On April 6, 1963, one Operator assigned to the No. 3 Line died. Five days later Management posted a schedule showing that Grievant Lucas would be one of three Operators on the No. 3 Line for the week ending April 20, 1963. According to the Company, this assignment was made pursuant to a custom of scheduling on any given Line Operators who were experienced on that

particular Line; Lucas had more experience on the No. 3 Line than all except one of the other Operators--excluding the two Operators who long had been assigned to No. 3 Line. Lucas had been working as Operator on No. 1 Line for some weeks prior to April 11, 1962. When he was moved to the No. 3 Line, an employee named Egressy (who had an Operator service date going back to 1955) was assigned as Operator on No. 1 Line. In prior weeks Egressy had worked as Shearman on No. 3 Line.

The Union contends that there is a long established practice in this seniority unit (protected under Section 2-B-3), whereby vacancies on the Operator job for any given Line are filled by promoting a qualified employee on the Line on which the vacancy occurs. The Union further seems to imply that all Electrolytic Tinning Line Operators have a right to choose the Line on which they wish to work, on the basis of their relative length of continuous service on the Operator job. 5

The Company denies that there is any practice which requires filling a vacant assignment as Operator on a given Line by promoting an employee from the Line on which the vacancy arises. Rather, the Company urges that it can make any Operator assignment which it deems advisable in order best to serve the Company's business interests, as long as the Operators assigned are those with the longest service on the job. The Company finds nothing in either Section 13 of the Basic Agreement, or in the Local Seniority Agreement, which would confer any right on an Operator to exercise seniority to claim any particular Operator assignment. The Company notes that there was no "promotion" in this case, but only assignments of Operators who already were qualified as such: Egressy was recalled to the Operator job when the need arose because of the death of an older service Operator. 6

The No. 3 Line can produce all types of product which can be run on No. 1 Line (mostly quarter-pound coated coiled product), as well as on No. 2 Line (mostly quarter-pound coated 7

sheet product), and also product which cannot be run on either of the other two Lines. According to the Company, No. 3 Line requires greater Operator experience to insure maximum operating efficiency and quality product, and is more likely to operate during periods of curtailed demand. Prior to the inception of this grievance, all three Operators on No. 3 Line were the most experienced in the operation of that facility. Notably, two of these Operators had greater continuous Operator job service than did Grievant Lucas. If there actually had been any right to choose assignments as Operator, such as the Union suggests, it is hardly likely that these two long-service Operators would have remained on No. 3 Line while junior service Operators (including Lucas) enjoyed higher earnings on No. 1 Line.

General Foreman Klingensmith testified that in scheduling Operators for the three Lines for any given week, he first ascertained the number of turns to be operated, and thus the number of Operators required. Then he selected that number of Operators from the list of men who had qualified on the Operator job, in terms of their length of continuous service on such job, and placed them on the given Lines in accordance with his judgment as to where they could perform the best work.

In the grievance procedure there apparently was recognition that the basic problem reflected in this case might best be solved by local agreement as to promotional sequences in this unit. Although Management expressed willingness to negotiate on this matter, the Union feels it is desirable to await the outcome of another case now pending before the Board as to the level of incentive earnings on No. 2 Line, before deciding what to do about the promotional sequence.

FINDINGS

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.

Through the grievance procedure, and in its brief, the Union claimed a uniform past practice to promote employees on the Line on which a vacancy occurs in the Operator job, under circumstances such as involved here. At the hearing, however, the Union also asserted that the case was controlled by Section 1 under "General Provisions" of the December 12, 1956 Local Seniority Agreement, reading as follows:

"Service on a job shall date from the time of regular assignment to that job and no job service credit shall be recognized for temporary service on a job. Temporary service includes service resulting from absenteeism, sickness, vacations, leaves of absence, knockout schedules, transfers due to layoff, etc. Temporary vacancies due to absenteeism, sickness, vacations, leaves of absence, knockout schedules, etc., up to and including six months duration may, at the discretion of management, be filled by employees on the same turn on which the vacancy occurs except where a written agreement to the contrary exists. Temporary vacancies extending more than six months due to sickness or leaves of absence shall be negotiated with the grievance committeeman as to whether the vacancy shall continue to be filled on a temporary basis or on the basis of regular assignment. Failing to obtain agreement, the vacancy shall be filled on the basis of regular assignment."

The evidence does not support the Union's claimed practice, which appears to conflict with provisions of the Local Seniority Agreement. Section 1 of the General Provisions of the Local Agreement, above quoted, applies to temporary vacancies and has no apparent bearing on the present grievance.

13

The record of assignments of Operators to the various Lines over the years does not seem to reflect any exercise of choice by them based on their relative length of continuous service. Over a 6-year period (1957 through 1962) the various Operators (excluding the deceased Operator) worked on the various Lines as follows:

14

Operators (Listed in Order of Length of Operator Service)	Number of Weeks Worked on Each Line		
	Line 1	Line 2	Line 3
1. Guthrie	234	44	27
2. Enterline	19	1	280
3. Davis	1	15	285
4. Lucas	45	168	79
5. Crosby	45	219	0
6. Miller	28	216	0
7. Pierallini	75	1	91
8. Keenan	41	1	0
9. Egressy	87	31	0
10. Fox	53	16	6
11. Doby	1	22	0
12. Toth	15	0	0

During 1962 there were 19 weeks in which grievant himself worked on No. 3 Line while other Operators, with lesser continuous service as such, worked on the No. 1 Line. The evidence also reveals instances in which longer service Operators were moved from the No. 1 Line to the No. 3 Line when it became necessary to increase the total number of Operators.

Finally, although grievant makes a strong claim on equitable grounds, the fact is that when the grievance arose, Lucas was only fourth on the list of Operators in terms of continuous service on the job. Operators Guthrie, Enterline, and Davis all had greater Operator continuous job service than Lucas. Had the assignment of Operators been based upon a choice determined by Operator service date, Lucas would have had an opportunity to choose only after three other Operators, and only three were assigned to No. 1 Line.

A final word may be in order to further emphasize the limited scope of the Findings in this case. Whatever relevant practice exists in this seniority unit would have to be traced back for some years. On this score it may be significant that up to around 1958, according to General Foreman Klingensmith, the three Lines were "...for all practical purposes, identical." About 1958, however, changed customer requirements led to substantial modifications and improvements on the various Lines, which produced the differentiation among the three Lines which now exists--including the substantial spread of incentive earnings. In 1961, moreover, the No. 1 Line was converted to the cleaning and chemical treating of Ferrolite and so used for substantial periods. Management placed the Operator job in Class 15 while the Line was used for this purpose, and the job remained so classified until a September 10, 1963 Award of this Board held that the job belonged in Class 16.

17

Meanwhile, an incentive case had come before the Board (USC-1471) involving earnings on the No. 2 Line as a result of significant equipment changes in 1960. This case revealed reference period incentive earnings of over 150% on this Line, but final disposition of all issues was not possible in the Board's June 11, 1963 Award, because of the incomplete nature of the evidence. The parties later returned the case to the Board for final decision, and a decision therein may remove one of the obstacles to local agreement which would eliminate the problem reflected in this case.

18

AWARD

The grievance is denied.

19

BOARD OF ARBITRATION


Sylvester Garrett, Chairman