United States Steel Corporation Heavy Products Operations Gary Steel Works and United Steelworkers of America Local Union 2695

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UNITED STATES STEEL CORPORATION
HEAVY PRODUCTS OPERATIONS
Gary Steel Works

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 2695

Grievance Nos.
S-62-51 &
S-62-52

Subject: Seniority - Demotion

Statement of the Grievances: Grievance No. S-62-51:

"I, J. Yetsko, check #90-048, request that I be assigned properly to a Job Class 6 position in the Time & Payroll and Tab Seniority Unit.

"I also further request that I be made whole for all loss of monies due to the Company's action."

This grievance was filed in the First Step of the grievance procedure December 14, 1962.

Grievance No. S-62-52:

"I, J. Suchovsky, check #90-428 request that the Company reassign me back to my Job Class 5 position from which I was bumped improperly by J. Yetsko."
"I further request that I be made whole for all loss of monies due to the Company's action."

This grievance was filed in the First Step of the grievance procedure December 14, 1962.


Statement of the Award: The grievances are denied.
Gary Steel Works Accounting Department is the source of two grievances reading as follows: -

**Grievance No. S-62-51**, filed by employee Yetsko, requests:

"...that I be assigned properly to a Job Class 6 position in the Time & Payroll and Tab Seniority Unit."

**Grievance No. S-62-52**, filed by employee Suchovsky, requests:

"...that the Company reassign me back to my Job Class 5 position from which I was bumped improperly by J. Yetsko.

"I further request that I be made whole for all loss of monies due to the Company's action."

In view of the causal relationship between the moves protested in these grievances, denial of Yetsko's grievance will result in denial of Suchovsky's.

The Union states that Yetsko was a Payroll Clerk (Salary) (9144), Class 6, on December 2, 1962, when he was demoted to Wage Scale Clerk, Job Class 5, the practical effect of this demotion being the displacement of Suchovsky from the Wage Scale Clerk position to a Job Class 4 level. These moves would have been avoided, states the Union, had the Company recognized its obligation under Section 13-N of the Salaried Agreement and provided training to Yetsko on the job of Tabulating Technician (9198) (Job Class 6); rather, asserts the Union, Management elected to retain an employee junior to Yetsko on the Tabulating Technician job. It is apparent to the Union that the Payroll Clerk (Salary) Class 6 job had been affected by mechanical preparation of payroll data and it follows that Section 13-N applies and should provide "full training arrangements provided by the Company if new skills are required." The Tabulating Technician Class 6 job was "available" in a contractual sense since it was being performed by a junior person.
The Union concludes from the foregoing that Management has recognized an obligation, formalized in Section 13-N, to furnish reasonable training for available jobs.
The Company states that the Tabulating Technician, Job Class 6, retained on that job was junior in the seniority unit to both Yetsko and Suchovsky. Retention of the incumbent, in the Company's judgment, was required by Section 13-A-2, since Yetsko did not possess the "ability to perform the work" of Tabulating Technician. The Union, says the Company, is attempting to obtain under Section 13-N a training right barred by the terms of Section 13-A-2. "It is the Company's position that Section 13-N, of itself, provides no job placement right as such; that it merely sets forth the training requirement to provide an opportunity for an employee to become qualified for available jobs. It does not establish a right for an employee to particular job placement as is alleged by the Union for Grievant Yetsko with respect to the job of Tabulating Technician."

Section 13-A-2 apart, there are three thrusts to the Company's contention that 13-N is not applicable to the facts of this case. First, 13-N indicates on its face that an employee must be affected by mechanical or electrical installations to qualify for training. Such was not the case here because the computer equipment, as such, was installed in mid-1961 and many months elapsed before a substitution was made in the paper produced on the IBM computer—i.e., the new graphic portrayal on newly designed paper reduced workload to the extent that Yetsko was no longer needed as a Payroll Clerk (Salary) (9144) Class 6. Additional months passed before Yetsko's elimination from the job in December 1962 because he was needed to fill in for vacationing employees. The Company concludes that the moves involved in this case did not result from mechanical or electrical installations and that Section 13-N is therefore inapplicable. The Company notes, moreover, that both Yetsko and Suchovsky were returned "to their former jobs as a result of subsequent permanent vacancies occurring some two months after the demotions here protested."

Second, Section 13-N provides for reasonable training arrangements. An effective Tabulating Technician requires a minimum of 12 months' training, and this would be unreasonable under the circumstances here in the Company's view.

Third, applicability of Section 13-N is predicated on there being "available" jobs. There were no available
Tabulating Technician jobs in December 1962; all were filled by trained and fully qualified employees.

The Company attempts to distinguish the 14 instances cited by the Union on the grounds that they either involved jobs not eliminated by the installation of mechanical or electrical equipment, or involved situations where employees were moving into open jobs and therefore were not "bumping."

**DISCUSSION AND FINDINGS**

In view of the fact that Grievants Yetsko and Suchovsky were returned to their respective Class 6 and Class 5 jobs approximately two months after the demotions protested, this case does not constitute the most appropriate vehicle for definitive interpretations of the broad language contained in paragraph 2 of Section 13-N of the April 6, 1962 Salaried Agreement.

The Company position that the December 1962 reduction in the total force of Payroll Clerks was not predicated on mechanical or electrical equipment installations appears untenable. True, the 1401 IBM computer was installed as early as December 1961, but General Supervisor Ray testified that "We had trouble with the way the 1401 was displaying the information on the policy run," which information did not agree with the so-called output cards from the machine. The problem was taken to the "methods people," who produced the changed format enabling the checking of policy runs and the making of corrections in much reduced time. Yetsko continued on the Class 6 job until late 1962 due to heavy vacations. In balance, Yetsko's ultimate demotion seemingly finds its primary causation in the 1961 introduction of the new computer and not in a methods adjustment (the ironing out of "bugs") occurring some months later.

The parties entertain conflicting concepts of the intent and meaning of Section 13-N, the Union appearing to interpret it as requiring that an employee be given training on a job in the same job class as his previous position, and the Company reasoning that Section 13-N merely requires that an employee be given reasonable training for a job, apparently
regardless of job class. Additional problems are whether the Tabulating Technician job to which Yetsko aspired was an "available" job under Section 13-N and, if so, whether the parties contemplated thus hobbling Section 13-A-2 which might otherwise justify the retention of a qualified, although junior, employee in preference to a senior but unqualified employee. Further, it is clear from the preponderance of the evidence that Yetsko would require a minimum of one year's training to perform the job and this raises the question of whether such prolonged training is "reasonable." The Union considers, of course, that training is not a given length of time but is what the job requires.

It is not apparent in this record that Grievant Yetsko could have been trained to perform the Tabulating Technician job in less than one year. In light of this fact, Yetsko's reassignment to his former Payroll Clerk Job Class 6 job two months after his reduction from that job indicates that training would have been an exercise in futility in actual fact. Determination of "reasonable training" in any given case cannot be isolated from the problem of ascertaining what are the "available jobs" and there is no indication in the record that an opening on the Tabulating Technician job would have become available shortly after December 1962 through an anticipated retirement, expansion in number of incumbents, or otherwise.

The Union's position, however, is seemingly that the parties intended to establish the stringent requirement that an employee would be trained for and would exhaust, in sequence, all jobs on his given job class level before being assigned to a lower job class job and that the training program on which he might, by right, embark would be either very prolonged or indefinite for each job on which training was sought. (Obviously some jobs are more complex than others and require longer periods of training.) Such a result would require clear, affirmative language not presently in Section 13-N and the result cannot be justified on the particular fact situation in this case.

AWARD

The grievances are denied.
Findings and Award recommended pursuant to Section 7-J of the Agreement, by

David C. Altrock
Assistant to the Chairman

Approved by the Board of Arbitration

Sylvester Garrett, Chairman