

12-8-1964

United States Steel Corporation Gary Sheet and Tin Works and United Steelworkers of America Local Union 1066

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BOARD OF ARBITRATION

Case USC-1857

December 8, 1964

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
Gary Sheet and Tin Works

and

Grievance No. A-63-104

UNITED STEELWORKERS OF AMERICA
Local Union No. 1066

Subject: Seniority.

Statement of the Grievance: "We, the undersigned, charge management with violating Section 7A of the Local Seniority Agreement, Section 2-B, and Section 9J3 of the Basic Labor Agreement."

This grievance was filed in the Second Step of the grievance procedure August 27, 1963.

Contract Provisions Involved: Section 9-J-3 of the April 6, 1962 Agreement as amended June 29, 1963, and Sections VI-B and VII-A of the Local Seniority Agreement dated July 16, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case USC-1857

This grievance from the Temper Mill and Shear Section of Tin Finishing Department, Gary Sheet and Tin Works, claims that two grievants were paid too little under Section 9-J-3 of the April 6, 1962 Agreement, as amended June 29, 1963, when they were assigned to fill the jobs of Roller and Assistant Roller on the 48" Double Cold Reduction Mill in August of 1963.

Grievants Richardson and Nebe are seniority list Assistant Temper Mill Rollers in the Temper Mills and Shears seniority unit. Beginning July 14, 1963, various employees were assigned, at the direction of Management, as members of picked crews to operate the 48" Double Cold Reduction Mill. As noted in Case USC-1835, also decided today, the 48" Double Cold Reduction Mill was a new unit, and Management felt that a satisfactory sustained operation could not be maintained on it because of changing of personnel. During this period of picked crews, deviations from the normal application of local seniority provisions were recognized and earnings of affected employees were protected under Section 9-J-3.

During the disputed week (ending August 31, 1963), Richardson was assigned as a 48" Double Cold Reduction Mill Roller and Nebe as a 48" Double Cold Reduction Mill Assistant Roller. In order to comply with Section 9-J-3, an application of the Local Seniority Agreement was made by Management each week during this period to determine the jobs to which employees would have been assigned had the picked crew arrangement not been in effect. For the disputed week, Management determined that each of the grievants would have been assigned as 42" Slitter Helpers and provided them earnings protection under 9-J-3 on this basis.

The Union claims that during the disputed week a proper application of the Local Seniority Agreement would have resulted in grievants being assigned (for purposes of Section 9-J-3) as 42" Slitter Operators--one level above the Slitter Helper in the agreed promotional sequence.

The problem arises against the background of Section VII-A of the July 16, 1963 Local Seniority Agreement, reading as follows:

"SECTION VII - Demotions

"A. Following the general principle that seniority-listed employees of any unit shall be retained over non-listed employees of that unit, regardless of service, demotions of seniority-listed employees shall be made from job level to job level on the basis of their plant continuous service provided the factors of ability and physical fitness are relatively equal. This means that where reductions are necessary from any job level, the employee or employees to be demoted shall be moved down to the next existing job level in the sequence involved. In the event that the employees of that job level have greater length of plant continuous service than the employee or employees being demoted, ability and physical fitness being relatively equal, the employee or employees being demoted shall then be moved down in the same manner to successively lower job levels of the sequence until they can displace employees with less seniority."

(Underscoring added.)

In relevant part Section VI-B of the Local Seniority Agreement reads:

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"SECTION VI - Promotions

"B. Jobs grouped within a single promotional sequence bracket shall be considered as one job for purposes of promotion and demotion but not for recall purposes..."

(Underscoring added.)

Finally, the agreed promotional sequence chart is as follows:

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42" TEMPER MILL ROLLER
48" TEMPER MILL ROLLER
42" DCR ROLLER
48" DCR ROLLER

42" TEMPER MILL ASST. ROLLERS
48" TEMPER MILL ASST. ROLLERS
42" DCR Asst. ROLLERS
48" DCR Asst. ROLLERS

FLYING SHEARMAN

42" SLITTER OPERATORS
ROTARY SHEAR OPERATORS
45" SLITTER OPERATORS

42" SLITTER HELPERS
ROLLER LEVEL OPERATOR
WEIGHMASTER
REGULAR SHEAR PACKER
LONG CUT SHEAR OPERATOR
45" SLITTER HELPER

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The Union urges that the two grievants would have worked as Slitter Operators, rather than as Slitter Helpers, during the disputed week if the Company had not assigned them to work on the 48" DCR Mill. The Company replies that neither man ever before had worked as a Slitter Operator, so was not entitled to operate the Slitter under the express language of Section VII-A of the Local Agreement. The Union in turn relies on a claimed local working condition in this seniority unit under which demotions are made one job sequence at a time without regard to whether or not an employee previously had performed on a job to which thus demoted. Its brief asserts that there is: "an established practice in this unit to the effect that demotions are made one job sequence at a time and by the displacement of employees with less plant continuous service in lower promotional sequences." It adds: "This bumping procedure has been used over the years without regard to whether or not an employee has previously performed on the job to which he is assigned." In the grievance procedure it listed employees Evertz, Bennett, Smidt, and Lough as individuals who had been accorded this privilege in the past; its brief listed seven others.

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The Company suggests that the claimed practice flies in the face of Section VII-A of the Local Seniority Agreement. It stresses that the Union evidence consisted only of testimony by one individual who recited a few instances of claimed application of practice commencing around 1954, and who agreed that there might be contrary instances of which he was unaware. A Company witness asserted that an informal rule of thumb had been applied over the years to the effect that where a demotion appeared likely to last about three weeks or more, employees were assigned to lower rated jobs in accordance with their continuous service even though they had not operated the given equipment before. It denied, however, that this policy ever had been applied in situations where it seemed apparent the demotion would not last for at least three weeks.

FINDINGS

It appears that the various promotional levels in the promotional sequence in this seniority unit include, in most instances, a number of jobs in different job classes, with substantially different incentive earnings, and calling for different skills. In the sequence cited by the Union, for example, there are six separate jobs at one "promotional level" with job classes which range from Class 5 through 11. It is obvious that some commonsense approach is necessary in such a situation in applying a principle such as set forth in Sections VI-B and VII-A of the Local Seniority Agreement.

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The present case, however, provides no occasion for a broad review of relevant practices implementing the Local Seniority Agreement. Rather, the sole issue in this case is whether the Union evidence now before the Board is sufficient to warrant a finding of the local working condition relied upon. The Board concludes that it is not. The Union has not presented enough affirmative evidence to show the existence of the claimed practice, and to illustrate its application in the past. Solely on the presentations made in this case, therefore, the grievance will be denied.

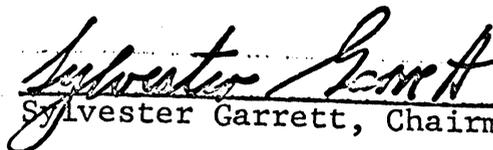
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AWARD

The grievance is denied.

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BOARD OF ARBITRATION


Sylvester Garrett, Chairman