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United States Steel Corporation Sheet and Tin Operations Geneva Works and United Steelworkers of America Local Union 2701

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BOARD OF ARBITRATION

Case No. USS-5047-S

September 20, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Geneva Works

and

Grievance No. CP-9-48-64

UNITED STEELWORKERS OF AMERICA
Local Union No. 2701

Subject: Determination of Appropriate Seniority Unit.

Statement of the Grievance: "We protest Management's action of unilaterally installing the job of Mobile Crane Operator in the Tool Room, Oiler line of progression.

"This job should properly be filled as stemming from the Labor Group."

This grievance was filed in the Second Step of the grievance procedure April 17, 1964.

Contract Provision Involved: Section 13-B of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. USS-5047-S

This grievance from the Nitrogen Plant of Geneva Works claims that "...the most appropriate seniority unit..." for the new Job Class 8 job of Mobile Craneman is the Truck Driver Seniority Unit stemming from the Nitrogen Plant Labor Pool, rather than the Toolman-Oiler and Greaser Seniority Unit, under Section 13-B of the April 6, 1962 Agreement, as amended June 29, 1963.

In March of 1964 the Company bought a new mobile crane to handle overhead pipe work, heat exchanger removals, pump and equipment repairs, and associated maintenance work in the Nitrogen Plant. A job description was developed, and the new Mobile Craneman job was placed in Job Class 8.

When the local parties were unable to agree as to the seniority unit in which the new job should be placed, Management, as directed by 13-B, placed it in the seniority unit which it felt was "the most appropriate," which was the Toolman-Oiler and Greaser Seniority Unit. Both those jobs always work in the Nitrogen Plant.

The Company explains that the mobile crane is not in constant use and thus is not scheduled in advance for regular operation by the week or even by the day but is used "as needed" for irregular periods which may vary from one hour to a full turn and which are said to average about 20 hours per week. Since the job is not scheduled regularly in advance, it has no regular incumbents. The Company says, therefore, that it is essential that there be a source of trained and qualified operators who will be readily available to run it without delay as the need arises from time to time and that that source of qualified operators is best furnished from incumbents of the class 6 Oiler and Greaser job.

This is said to follow from the fact that the Oiler and Greaser is a maintenance job located in the Maintenance Building, where substantial portions of the mobile crane's activities are performed. Moreover, the Toolman and Oiler and Greaser jobs have a stable group of incumbents and, therefore, once trained to operate the crane, they would provide an ever-ready

source of qualified operators. Finally, it is said that placement of the new class 8 job in this seniority unit provides a logical step-up for the Toolman and Oiler and Greaser incumbents, who formerly were the only ones in that dead-end seniority unit.

The Union insists that the new job should be in the seniority unit stemming from the Nitrogen Plant Labor Pool, along with the class 8 Truck Driver job, which drives a pick-up truck.

Management's reason for not putting the job in that seniority unit lies in its belief that it would be impossible to have a source of qualified operators to run the crane "as needed," because the Nitrogen Plant Labor Pool is made up from day to day by a constantly shifting group of the youngest Laborers in the plant who rarely stay there for any length of time because there is no incentive coverage in the Nitrogen Plant and thus they move quickly to fill temporary vacancies on higher-rated incentive jobs in the Coke Plant. Thus, composition of the Nitrogen Plant Labor Pool fluctuates greatly from day to day, and Management feels that it would be unreasonable for it to have to train all such employees in order to have some available to operate the mobile crane "as needed."

Management refers also to the annual physical examination required for those who operate mobile equipment, and says it would be impracticable to provide such examinations for all employees who constantly move in and out of the Nitrogen Plant Labor Pool.

FINDINGS

The parties agree that the Truck Driver and Toolman-Oiler and Greaser "lines of progression" are synonymous with "seniority units" under the Local Seniority Agreement, and also that move-ups to the Mobile Craneman job properly are considered as the filling of "temporary" vacancies.

It is clear also that there is no training relationship between the Toolman or Oiler and Greaser jobs and the Mobile Craneman from an operational standpoint. Similarly, there is no training relationship between the job in question and the Nitrogen Plant Laborer. Thus, neither party urges that any meaningful training on the Mobile Craneman job is provided by working the Toolman or Oiler and Greaser jobs or by working as Nitrogen Plant Laborer. 10

Thus, since neither of the competing seniority units furnishes any of the necessary training for operation of the mobile crane, some kind of training program would have to be established no matter which seniority unit ultimately won this job. 11

The Union's claim notes that the Truck Driver job, stemming from the Nitrogen Plant Labor Pool, drives mobile equipment (pick-up truck) on an as-needed basis and is filled by move-ups from Nitrogen Plant Laborer. Thus, the Union stresses alleged similarity of the equipment, urging that "the most appropriate seniority unit" for this Mobile Craneman is one already containing a job which operates another kind of mobile equipment. 12

While that factor is surely relevant on the question of "the most appropriate seniority unit," it is only one of several which may bear on that issue in a given factual setting, and, moreover, here it appears to be a relatively weak factor, since, although both are mobile equipment, the pick-up truck has little similarity to the new mobile crane. 13

The pick-up truck can be manned efficiently by move-ups from Nitrogen Plant Laborer apparently because any employee who drives an ordinary automobile may be able to drive the truck, with little or no preliminary training. That does not apply, however, to operation of the mobile crane, which is a 9-ton vehicle with 4-wheel steering and an 18-foot boom, which rotates 360° and is capable of lifting 7-ton loads. It does not follow, therefore, simply because an employee has ability to drive an automobile or a pick-up truck, that without preliminary training he could drive the mobile crane and operate its boom in making lifts in close quarters. 14

This is not to say that it would be necessary to establish an elaborate training program to qualify potential operators for the mobile crane, but only that some preliminary instruction and training obviously would be necessary. Once several incumbents of the Oiler and Greaser and Toolman jobs have been so qualified, they remain available in the Nitrogen Plant for assignment as needed on the Mobile Craneman job. This is not true, however, with regard to Nitrogen Plant Laborers. As explained above, they constantly shift in and out of the Nitrogen Plant Labor Pool from day to day and may be spread throughout the Coke Plant at any given time. For example, in an eight-month period in 1964 more than 160 employees moved in and out of that pool. Thus, in order to insure availability of some qualified operators at all times, all Nitrogen Plant Laborers would have to be trained and subjected to annual physical examinations if the new Mobile Craneman job were to be placed in the Truck Driver Seniority Unit. 15

Those cumbersome training and examination arrangements will be unnecessary, however, if the new Mobile Craneman job is placed in the Toolman - Oiler and Greaser Seniority Unit, since only a few men will have to be trained and examined, and once that has been done, some of them always will be readily available to operate the mobile crane when necessary. Thus, it cannot be said with reason that the Truck Driver Unit is "the most appropriate seniority unit" for this new Mobile Craneman job. 16

Availability of incentive coverage is not significant here, for under present circumstances the job would not be covered by an incentive in either unit. 17

It is true that the Oiler and Greaser job is manned only on day turn, but most use of the mobile crane is also on that turn. At any rate, that circumstance does not advance the Union position significantly, since the Nitrogen Plant Laborer, too, ordinarily is scheduled only on day turn. 18

Accordingly, the grievance must be denied.

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AWARD

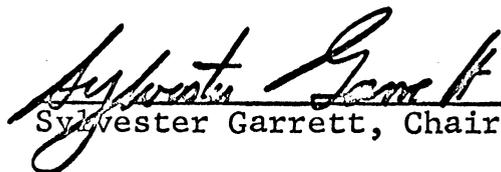
The grievance is denied.

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


Clare B. McDermott
Assistant Chairman

Approved by the Board of Arbitration


Sylvester Garrett, Chairman