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# United States Steel Corporation Tubular Operations Lorain Works and United Steelworkers of America Local Union 1104

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BOARD OF ARBITRATION

Case No. USS-5058-T

July 20, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
TUBULAR OPERATIONS  
Lorain Works

and

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1104

Grievance Nos.  
T-L64-589 and  
T-L64-590

Subject: Assignment of Work

Statement of the Grievances: Grievance No. T-L64-589

"We object to carpenters doing our work. This is an infringement on our craft job. This work is normally performed by us."

This grievance was filed in the First Step of the grievance procedure June 9, 1964.

Grievance No. T-L64-590

"We object to doing work which is not in our job description and which is normally performed by the rigger craft."

This grievance was filed in the First Step of the grievance procedure June 9, 1964.

Contract Provisions Involved: Sections 3 and 9 of the April  
6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievances are denied.

BACKGROUND

Case USS-5058-T

Grievance T-L64-589 from Lorain Works was filed on June 9, 1964 by several Riggers in the Field Services Department claiming that Carpenters had erroneously been assigned to work normally and properly performed by Riggers. Grievance T-L64-590 was filed by three Carpenters who object to being assigned to perform work "which is not in our job description and which is normally performed by the rigger craft."

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By May 1964 it was apparent to Management that the existing sheet metal roof of the Blast Furnace Filter Plant had been badly corroded by fumes emanating from chemicals used at the Filter Plant. The roof is said to have become "sieved." The metal sheeting was to be removed and replaced by a roof made of tongue and groove lumber and tar paper and the entire task was assigned to Central Maintenance Carpenters, who were to replace the roof on a piecemeal basis, removing only that amount of metal sheeting that could actually be replaced by new roof on a particular day and thereby insuring that the Blast Furnace Filter Plant equipment would not be exposed to the elements. Carpenters utilized hammers and chisels to cut through the eight rivets which held each section in place, and then dropped the sheeting to the ground. Each sheet was approximately thirty inches wide. The general foreman of the Building Department estimated that something in excess of 1600 feet of sheeting was removed.

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It is the position of Riggers that Carpenters have never performed comparable corrugated sheeting removal before, although Riggers and Carpenters have worked together in aligning and securing iron on top of wood. A clear violation of a practice of using Riggers is seen and this is said to fly in the face of the manifest intent of Rigger and Carpenter job descriptions. Grievance Committeeman Eyar quotes the Superintendent of Field Services - Central Maintenance as saying that Riggers would have been assigned to removing the old roof had he, the superintendent, known that the roof was metal. However the work continued for some three months on a piecemeal basis and Riggers were at no time involved. Riggers, because of their acquired skills

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and tools available to them, could have burned through the rivets and removed the sheets more efficiently than the Carpenters did by using cold chisels and hammers.

The Union considers that Case N-383 clearly supports the position put forward by the Union here:

"Accordingly, the Board finds that hanging corrugated plastic sheeting is the work of, and constitutes a significant part of the duties of the Rigger craft at Lorain Works, and therefore under the doctrine of the cited decisions, cannot be assigned to a position-rated job."

The General Foreman of the Building Department testified that removal of sheet metal roofing constituted approximately 5% of the total job of replacing the old roof with a new one. In removing sheeting, Carpenters had to place boards as walkways; if Riggers had performed the removal, Carpenters would still have had to put boards down, thereby unnecessarily prolonging and complicating the job. This same witness testified that he has seen Carpenters remove metal sheeting on many occasions in the past, as have members of the Sheet Metal Department and others.

The Company views this case as an example of flexibility needed by supervision, and points out that no Riggers were hurt by the action taken; all were working full time and many were on overtime. Management considers that its action avoided the alternative of contracting out the work, a decision which would have been more unpalatable to the Union than the one taken. Moreover, the Union has not and cannot show that a practice exists of assigning 5% removal work to Riggers, since no such practice exists.

#### FINDINGS

The Union sees violation of Sections 1, 2, and 9-D, and it also considers that "the job of sheeting work was settled in Case N-383." The difficulty with this

approach, however, is that the Board, from the very nature of the case with which it was then confronted, directed its reasoning toward the installation, repair and replacement of corrugated sheeting with all the factors that that entails. Hanging corrugated plastic sheeting was found to be a significant and accepted part of the duties of Riggers at Lorain Works. Such is not the situation in the instant case, which involved simple razing of a metal roof. It is clear that the Lorain Riggers have not enjoyed an exclusive right to such limited assignments; the preponderance of the evidence establishes that other trades and position-rated jobs have removed sheeting. Indeed, it appears that Carpenters have removed metal sheeting and Riggers, on past occasions, have removed wooden coverings in preparation for utilizing rigging skills.

Management's plea for flexibility would be to no avail if the evidence indicated that Riggers, and Riggers alone, had removed metal sheeting roofs at Lorain. The evidence, however, establishes the reverse and therefore no practice can be found. In this context there is no basis for the Board to second guess Management's decision that Carpenters could well remove, on a piecemeal basis, the section of a metal roof which could be replaced - on a daily basis - with the new wooden roof.

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AWARD

The grievances are denied.

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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



Silvester Garrett, Chairman