

9-24-1965

# United States Steel Corporation Sheet and Tin Operations Fairfield Works and United Steelworkers of America Local Union 1013

Sylvester Garrett

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BOARD OF ARBITRATION

Case No. USS-5072-S

September 24, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Fairfield Works

and

Grievance No. SFS-64-148

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1013

Subject: Contracting Out

Statement of the Grievance: "The week-end of June 6, 1964  
Management contracted out truck No. 9109 that  
services the Operation Carpenters to an outside  
concern for removal and replacement of the  
wooden bed.

"We charge Management with  
violation of the April 6, 1962 Agreement as amended  
June 29, 1963 between the United States Steel  
Corporation and the United Steelworkers of America.

"We request that Management  
cease contracting out this type of work and also  
request pay for the time these contractors were  
working on our work."

This grievance was filed in the  
Second Step of the grievance procedure June 8, 1964.

2.

USS-5072-S

Contract Provisions Involved:

Sections 2-A and 13-A of the  
April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award:

The grievance is denied.

BACKGROUND

Case USS-5072-S

Carpenters in the Carpenter Shop at the Fairfield Steel Plant of Fairfield Works grieve that the replacement of a wooden flat-bed on a 1-3/4 ton truck in the Motor Transportation fleet (normally assigned to the Carpenter Shop) by an outside contractor violates the provisions of the April 6, 1962 Agreement, as amended June 29, 1963. 1

On Friday, June 5, 1964, the Mobile Equipment Department sent Truck No. 9109 to an outside concern to have the wooden flooring on the flat-bed replaced. The truck was returned to the Fairfield Steel Plant at approximately 2:00 p.m. the next day, Saturday, June 6, 1964. No special tools or skills were required to perform the work which also had been assigned to grievants in the past. 2

At the time the work was contracted out, there were 26 employees with seniority rights as Carpenters in the Carpenter Shop, all of whom were scheduled forty hours per week. No employee with service in the Carpenter Shop was on layoff. 3

The Company decided to contract out because the Carpenters needed the truck during the regular workweek and overtime work would have been required on the truck, and because the following flat-bed trucks and trailers had been refloored by various outside concerns since January of 1962: 4

<u>Date</u>	<u>Truck Number</u>	<u>Item</u>
1-20-62	8114	Fontaine Low Boy
9-17-62	9173	Flat-bed Truck, M. & E. Shop
12-26-62	8112	Trailer
1-29-63	9247	Flat-bed Truck at Ensley
1-24-64	9077	Flat-bed Truck in Fleet
5- 9-64	9105	Trailer

The Union points to Cases T-687 and T-829 in support of the grievance: the reflooring of the truck was not an emergency repair, and the work could have been performed by the Carpenters. It also relied on the settlement of a prior grievance, involving the laying of tile within the plant in which the Company compensated the Carpenters for the hours worked by the outside contractor within the plant. The Chairman of the Grievance Committee testified that assurances had been given by the Company that small items of work would not be contracted out in the future.

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The Company explained that payment was made in settlement of that previous grievance because it had inadvertently omitted to give notice to the Union as required by Section A-5 of Appendix C, the so-called Experimental Agreement. The Chairman of the Company members of the Contracting Out Committee denied his alleged promise to have all small items of work performed in the mill.

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### FINDINGS

The parties' recollections of the discussions following the settlement of the "tile laying" grievance reflect an honest difference of opinion. The record does not show that the alleged promise was spelled out in a written settlement. Since Section A-5 requires notification, should significant items of work be performed in the plant by outside contractors, and since the grievance was settled because notice of the tile laying had not been given, it is quite conceivable that the representatives of the Company had the notice requirement in mind, when they spoke of "small" items of work. In any event, the evidence does not show that the Company members of the Contracting Out Committee were aware of the claimed implication derived from the discussion by the Union members, or reasonably should have been.

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The records in Cases T-687 and T-829 speak of work which always had been performed by members of the Bargaining Unit; it is undisputed here that the reflooring of flat-bed trucks and trailers had been contracted out on occasion. Since the equipment here involved was sent out of the mill to a sub-contractor, the Experimental Agreement is not literally applicable here. The general approach reflected in the Experimental Agreement on the other hand seems to reflect a useful approach for present purposes under Section A-1-(b) of the Experimental Agreement. Past practices remain in effect where repair has been performed within the plant under some circumstances by employees in the Bargaining Unit and under some circumstances by employees of contractors. There are no factors present in this case which would justify embracing a different basic approach for purposes of the present type of problem.

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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



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Peter Florey  
Assistant to the Chairman

Approved by the Board of Arbitration



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Lester Garrett, Chairman