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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. N-541

December 16, 1964

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
TUBULAR OPERATIONS  
Lorain Works

and

Grievance No. N-L62-254

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1104

Subject: Assignment of Painting to Trade and Craft  
Painters.

Statement of the Grievance: "Management is infringing on  
the painters craft. The assignments of painting  
to non craft employees in the Fuels and Power  
Department is managements way of doing away  
with the craft painters and eventually destroying  
the craft program. Painting is not comprehended  
in the job descriptions of the Fuels and Power  
employees required to do same.

"Facts: A boiler cleaner helper  
in the Open Hearth boiler house was assigned the job  
of painting stairway railings and lockers. Railings  
and floors have been painted in the old and new  
bessemer power houses. Craft painters are on layoff.

"Remedy Requested: Refrain from  
assigning non craft employees with craft work."

This grievance was filed in the  
Second Step of the grievance procedure April 2, 1963.

2.

N-541

Contract Provisions Involved: Sections 9 and 13 of the April  
6, 1962 Agreement.

Statement of the Award: The Company shall refrain from  
assigning non-craft employees to the painting of  
stairways as set forth in the Opinion.

FINDINGS

Case N-541

Employees assigned to various operating jobs in the Fuels and Power Department of Lorain Works grieve that Management assigned them to trade and craft painting in violation of Sections 2, 10 and 13 of the April 6, 1962 Agreement. Although the grievants in this case are non-craft employees, the Company waived any procedural objections it might have had and treated this case as if the grievance had been filed by trade and craft Painters.

1

According to the Company, between January 1, 1963 and April 1, 1963, the following paint work was performed by Boiler Cleaner Helpers in the Open Hearth Boiler House:

2

	<u>Time Required</u>
Safety gate at No. 12 boiler.	20 minutes
Projecting handles on all 24 damper windlasses.	24 minutes
Pipe rails at Nos. 4, 11 boiler fan inlets.	1 hour
6 turbine steam valve stem protectors.	6 minutes
3 pumproom safety gates.	1 hour, 30 min.
Pumproom tool lockers and doors.	1 hour
4 feedpump valve steam protectors.	10 minutes
Handrails on steps leading to locker room.	2 hours
Backs of lockers around eating space.	1 hour*
Dropleg outside No. 8 boiler.	10 minutes

\*This work was done by the Boiler Operator, Job Class 13, on a voluntary basis simply because he wanted to improve the surroundings where he ate his lunch.

3

During the same time, more than 600 hours of trade and craft Painters' time was spent in the whole Fuels and Power Department, none in the Boiler House: supervision had placed an order for trade and craft Painters, but none were assigned to the Boiler House during that time.

4

At the hearing, the Union presented evidence concerning the painting of handrails and sides of a steel staircase leading from the pumproom to the locker room and certain safety gates. This work was performed on two successive turns by a Boiler Cleaner Helper at the direction of a Foreman who supplied him with yellow safety paint, brushes, and paint cleaner. The paint was applied after only superficial surface cleaning. The grievant at one time had assisted, voluntarily, in the painting, with gray paint, of the compressor station, to make it more attractive for the employees assigned to it. The staircase painting had been the first time he painted at the request of a Foreman.

5

The Union takes the position in this case that non-craft employees cannot perform any painting unless it is specifically mentioned in their job description; trade and craft Painters were on layoff in the Spring of 1963, and the over-all force of trade and craft Painters has been reduced from around 30 to 12 over the years.

6

"Housekeeping painting work" has been assigned to non-craft employees for many years and has been the cause of constant friction between the parties.

7

Recently, Case N-481 was appealed to the Board which did not reach the merits of the dispute because the record was insufficiently detailed to make a finding of fact.

8

Previously, a grievance, N-L56-862, involving mill clean-up painting of mill shields, pulpits and lockers, was settled in the Butt Mills on August 12, 1960, on the basis that employees who are not craft Painters will not be assigned to painting work for a full turn exclusively. The Company stated in that case that craft Painters will be used for work on walls and buildings.

This grievance settlement was referred to in Grievance N-L60-491, which arose in the 1-2-3 Seamless Finishing Department. This case involved about three hours of painting of rails on inspection tables. The Union pointed out that painting was not included in the job description of the grievants. The Company answered that the type of work performed by the Laborers was properly compensated and that, had no painting been assigned to them, the employees would have been sent home. This grievance was withdrawn by the Union on the basis of the understanding reached in N-L56-862, although at the time the grievance had been filed, three trade and craft Painters were on layoff.

9

(The Union argues that these two grievance settlements should not be considered precedents because in each case it was concerned with saving operating employees from layoff.)

10

Grievance N-L60-45 involved the painting of scaffolding by Pipefitters and Pipefitter Helpers for a period of about two weeks. This grievance was settled in 4th Step with the understanding that "in the future work will not be assigned to plant employees which will carve work out of the painting craft."

11

(The Company would like to deny precedent value to the grievance settlement because it involved two groups of craft employees.)

12

Management also distinguishes between "housekeeping painting" involving, for instance, the painting of locker rooms, and trade and craft work which requires an analysis of the surface to which weather-proofing or other protective paint is to be applied, the proper cleaning of the surface and the removing of rust, the use of the proper primer, the erecting of scaffolding, and the selection of proper type of paint.

13

The record shows that, at one time, a full-time trade and craft Painter was assigned to the painting of yellow safety markings exclusively. When this Painter left the Company on sick leave, she was never replaced.

14

Both Company and Union expressed hope at the hearing that the parties locally would reach a workable agreement on the extent to which painting can be assigned to non-craft employees, but pressed for a resolution of this case by the Board.

The previous grievances have already narrowed the area of conflict between the Company and the Union. It is clear that, on the one hand, the Company cannot assign employees other than trade and craft Painters to painting jobs for two weeks or longer; on the other hand, it seems to be permissible to assign employees to painting for less than a full turn on jobs which have not been traditionally performed by trade and craft Painters at Lorain.

The area of trade and craft painting can be delineated at Lorain by two criteria: (1) the amount of time spent on painting and (2) the type of painting performed.

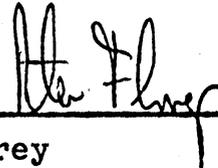
As long as painting is merely the daubing with safety paint of isolated protrusions, or "housekeeping painting," i.e., work not concerned with proper application of protective paint, thorough cleaning of the surface, selection of the correct primer or paint, not involving scaffolding or done merely to make work stations more attractive, it can be assigned to non-craft employees provided it can be considered incidental to the job duties of the non-craft employees who do the painting.

On the basis of the record in this case, the painting of a staircase with yellow safety paint, occupying one man on two successive turns, falls in the category of painting traditionally performed by trade and craft Painters at Lorain Works: it is the painting of part of a building, and also extensive safety marking, work either recognized as belonging to trade and craft Painters, or traditionally performed by them.

#### AWARD

The Company shall refrain from assigning non-craft employees to the painting of stairways as set forth in the Opinion.

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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Sylvester Garrett, Chairman