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United States Steel Corporation Heavy Products Operations Gary Steel Works and United Steelworkers of America Local Union 1014

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BOARD OF ARBITRATION

Case No. USC-1894

October 1, 1964

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
HEAVY PRODUCTS OPERATIONS
Gary Steel Works

and

Grievance No. A-62-262

UNITED STEELWORKERS OF AMERICA
Local Union No. 1014

Subject: Performance of Bargaining Unit Work by
Supervisors.

Statement of the Grievance: "We, the undersigned employees
in Transportation Dept., contend that Management
is unfair and unjust, by not assigning a Truck
Driver to drive the truck that transports materials
throughout the mill yard to rerail Engines and
Buggies with, and the Foremen are driving the
truck which is P & M work."

This grievance was filed in the
Second Step of the grievance procedure October 19,
1962.

Contract Provisions Involved:
1962 Agreement.

Sections 2 and 9 of the April 6,

Statement of the Award:

The grievance is denied.

FINDINGS

Case USC-1894

Employees in the Railroad Transportation Department of Gary Steel Works allege that Foremen drive a truck and transport materials throughout the Mill Yard in violation of Sections 2 and 9 of the April 6, 1962 Agreement.

For many years equipment and materials utilized for rerailling of derailed transportation cars and locomotives were made available at the site of derailment by various means. Rerailers, wood blocking and cables normally were carried on spacer buggies of locomotives that were dispatched to the scene. In addition, extra rerailers and materials were available for pickup at the radio dispatch office. Frequently, under this system, if an engine carrying the rerailling equipment was not readily available, or if the equipment had been misplaced, supervision transported rerailling equipment in their personal cars.

On or about March 1, 1960, the Railroad Transportation Department acquired a pickup truck for the purpose of improving transportation arrangements for its supervisors in making their normal rounds and for getting to the scene of a wreck or derailment. It was determined at that time that rerailling materials would be kept on the truck at all times in order that such material would be immediately available, if needed, when the supervisor arrived at the scene of the wreck or derailment.

On October 19, 1962, two and one-half years later, the Union entered the subject grievance protesting the operation of the pickup truck by supervision when it contains reraill equipment and other materials.

The record in this case shows that the acquisition of the pickup truck had the primary purpose of providing transportation to supervisors who formerly had used their own personal cars. Moving about by car is incidental to the performance of normal supervisory duties. Studies submitted by the Company show that driving time to derailments where the emergency equipment placed on the truck is required, is negligible in frequency of occurrence. Under the long existing circumstances, the driving of the supervisor's truck on these isolated occasions need not be assigned to a bargaining unit employee, since it cannot reasonably be separated from the driving of the truck by the supervisor in the regular and normal performance of his duties as such.

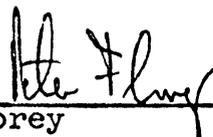
2.

USC-1894

AWARD

The grievance is denied.

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



Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman