

12-16-1965

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

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Recommended Citation

Garrett, Sylvester, "United States Steel Corporation Sheet and Tin Operations Fairfield Works and United Steelworkers of America Local Union 1013" (1965). *Arbitration Cases*. 203.
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BOARD OF ARBITRATION

Case No. USS-5247-S

December 16, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Fairfield Works

and

Grievance No. SFS-64-285

UNITED STEELWORKERS OF AMERICA
Local Union No. 1013

Subject: Trade or Craft Jobs - Assignment of Work

Statement of the Grievance: "We, the undersigned, charge the Management with violation of the 1963 Agreement between Fairfield Works Division of U. S. Steel Corp. and the United Steel Workers of America.

"Facts: On 12-16 and 17-1964 at #4 Slab Yard of Fairfield Works, Construction Carpenters were installing steel plates approximately 14 feet long, 12 in. wide and 1-1/2 in. thick. This work has previously been performed by Const. Iron Workers.

"Remedy Requested: Eight Hours pay for each grievant."

This grievance was filed in the Second Step of the grievance procedure December 23, 1964.

2.

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Contract Provisions Involved: Sections 9 and 13 of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case USS-5247-S

This grievance from the Construction Department, Fairfield Steel Works, protests assignment of Boilermaker (IW) duties to Carpenters in alleged violation of Sections 9 and 13 of the April 6, 1962 Agreement, as amended June 29, 1963.

1

On December 16 and 17, 1964, a gantry crane runway was installed at the No. 4 Slab Yard. Trade and Craft Carpenters built a wooden form for the foundation. After the cement had been poured to within two inches of the rods, prefabricated steel plates, about 18 feet long, 14 inches wide, and one and three-quarter inches thick, were placed on the foundation by Riggers with the aid of a truck crane. Field Engineers established an elevation on some dowels, and a Welder welded angles at the proper elevation. As the Riggers lowered a plate on the angles, they, together with the Welder and Carpenters, aligned it, and the Welder tacked it to the angles to hold it in place. Concrete again was poured after the Carpenters had built the forms high enough so that additional cement would enclose the anchors of the plate. Later on, Boilermakers (IW) fastened rails to the wear plate.

2

It is undisputed that, at Fairfield Steel Works, Trade and Craft Carpenters have traditionally imbedded curb angles, channels, and at times rails or beams, in concrete. Mostly, these metal parts are fastened to the wooden forms. Occasionally Boilermakers (IW) install the metal parts.

3

There is no indication in the record that Boilermakers (IW) were not fully employed in the week when the disputed work was performed. The Union nonetheless feels that the Company's action disregarded the Trade and Craft principle and will diminish employment security of Trade and Craft employees over the long run, particularly since additional jobs now will be given Trade and Craft status.

4

In the instances cited by the Company, the metal parts protect corners or edges, facing concrete walls, against wear or damage. Here, however, Carpenters aligned plates designed to distribute load on the crane foundation.

The Union points to the Job Description of Boiler-maker (IW) which, in its Primary Function, provides: 5

"To fabricate, assemble, erect and repair all types of structural and plate work both in shop and field."

(Underscoring added)

This language is compared with the Primary Function of the Carpenter's job description: 6

"To perform any type of rough and finish carpentry work as required in the maintenance and construction of mill and office buildings and equipment."

(Underscoring added)

The Company, on the other hand, relies on the long-standing practices at Fairfield Steel Works, and also points to a Working Procedure in the Job Description of the job of Carpenter which provides: 7

"Locates and installs prefabricated wood and metal parts."

(This language, the Union believes, merely refers to metal locks and hinges which usually are found on prefabricated parts handled by Carpenters.)

The Company also argues that no justifiable grievance exists since the disputed work was reassigned to another Trade and Craft job.

8

FINDINGS

In its past decisions the Board has ruled that tasks traditionally performed by a Trade and Craft job at a given plant cannot be broken out and assigned to position rated employees at that plant. This principle would apply where work is transferred from one Trade and Craft job to another, thereby lessening the seniority rights of the given trade and craft.

9

There can be no doubt that plates traditionally have been aligned by Boilermakers (IW), and that this work differs somewhat from placement of curb angles and other metal parts at the edges of concrete forms.

10

However, the alignment of plates is only incidental to other work and mostly connected with steel erection and construction projects assigned to Boilermakers (IW). In this case, plates had to be aligned as a concrete foundation was built by the Carpenters. Only a fraction of the total concrete work performed by the Carpenters was taken up by the disputed task. Therefore, in this particular instance, the alignment of the plates became an incident of cement work, and was similar to the placing of curb angles, a task Carpenters have performed in the past at Fairfield Steel.

11

Sections 9 and 13 of the Basic Agreement have been interpreted by this Board as protecting the basic seniority rights of Trade and Craft jobs. The record does not show that the work performed by Carpenters in this case invaded the seniority rights of Trade and Craft Boilermakers, and the grievance cannot be sustained.

12

4.

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AWARD

The grievance is denied.

13

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