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United States Steel Corporation Sheet and Tin Operations Irvin Works and United Steelworkers of America Local Union 2227

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BOARD OF ARBITRATION

Case No. USS-5015-S

June 4, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. SI-64-100

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Contracting Out

Statement of the Grievance: "Company contracted out work of the bargaining unit employees and did not comply with Appendix C-Page 124 and 125 of the Labor Agreement."

This grievance was filed in the Second Step of the grievance procedure July 11, 1964.

Contract Provisions Involved: Section 2 of the April 6, 1962 Agreement, as amended June 29, 1963, and Section A of the Experimental Agreement effective August 1, 1963.

Statement of the Award: The grievance is sustained; appropriate reimbursement shall be made to bargaining unit employees.

BACKGROUND

Case USS-5015-S

Employees in the Tin Finishing Department at Irvin Works grieve the contracting out of cleaning and painting of No. 4 Tin Temper Mill, beginning July 11, 1964, as a violation of Section 2 of the April 6, 1962 Agreement, as amended June 29, 1963, and Section A of the Experimental Agreement effective August 1, 1963.

To assure proper processing on the electrolytic tinning line, coils coming from a Tin Temper Mill have to be kept free from oil and grease spots. Therefore, the Temper Mill crew washes down operating parts with various detergents whenever time is available. They also endeavor to paint the mill, or parts of it, frequently since fresh paint aids detection of oil streaks which in turn lead to the sources of oil leaks.

In May of 1964, oil and grease spots on coils processed on No. 4 Tin Temper Mill became a serious problem. Since piecemeal cleaning and painting performed on various down turns was considered insufficient to cope with the problem, the General Supervisor decided that the entire mill should be cleaned and painted at one time. (Such work can only be done when the mill is idle for a few consecutive turns, possibly over a week end.) Since, in the two years of his assignment to this unit, he had never supervised its complete cleaning and painting, he did not know how many man-turns would be required to do the job; and right at the time he was under considerable pressure to obtain maximum production. He knew that the Ace Painting Company (formerly known as Ace General Painting Company) was on the premises of Irvin Works which, he had heard, had painted the mill before. Therefore, he discussed the problem with the contractor who pointed out that his men could perform the work in less than three turns. Finding this assurance persuasive, the Supervisor recommended

sub-contracting the work. A purchase order was written on June 18, 1964, for the cleaning and painting of the Temper Mill at a cost of \$450. The contractor was to furnish his own employees but seemingly was provided with detergents by the Company. No special equipment was used nor were any special skills required. The Company does not claim that the work could not have been performed by its own employees.

Cleaning and painting of mill structures and some operating facilities has been contracted out at Irvin Works for many years. At the hearing the Company submitted a list of allegedly representative sub-contracts, dating back to 1949, involving, for instance, the cleaning and painting of walls, ceilings, partitions in the Ferrostan Metallurgical Office; of the interior of the Tin House Repair Shop; of identification signs of the Control Room equipment at No. 3 Sheet Temper Mill; of No. 31 Crane and Roll Coil Pickling Building, of No. 1 Galvanizing Line Tower; of the exterior of precipitator building and stack; and of the Hot Strip Mill Motor Room Floor.

In 1961, No. 4 Tin Temper Mill was modified by an outside contractor. As part of this work, Ace General Painting Company painted the tension reel hood, handrail at belt wrapper, brake guard at tension reel, mill drive stands, handrail and guards at uncoiler, hydraulic accumulators and piping.

It was anticipated that the work on No. 4 Temper Mill would be performed during the week beginning August 2, 1964. However, late in June so many No. 4 line coils were kicked out at the electrolytic line on account of oil and grease spots that supervision decided to have the cleaning and painting done as soon as possible. It contacted the outside contractor and arranged to have him come into the mill during the 16-hour period from 4 p.m. on Saturday, July 11, to 8 a.m. on Sunday, July 12, 1964. On Wednesday,

July 8, 1964, the Company addressed the following letter to Union members of the Local Committee on Contracting out:

"Dear Sirs:

"Plant management is planning to contract out the following work to be performed in the Tin Finishing Department to start approximately the week of August 2, 1964.

"Degrease and wash down No. 4 Tin Temper Mill.

Very truly yours,"

This letter was not mailed until Monday, July 13, 1964, and received by the Union on the same date.

In support of its grievance, the Union submitted that bargaining unit employees have traditionally cleaned and painted Tin Temper Mills; that they were able to perform this work; and that an outside contractor never has done it. Further, it complained, that the notice given by the Company was untimely under Section A-5, marginal paragraph C-10, of the Experimental Agreement. 7

The Company replied that the work was not day-to-day maintenance and therefore covered by Section A-2, marginal paragraph C-6, of the Experimental Agreement: it could be contracted out since "the circumstances existing as of the time the decision to contract out was made can be demonstrated by the Company to have been the more reasonable course than doing the work with bargaining unit 8

employees, taking into consideration the significant factors which are relevant." The Company argued that, at the time the sub-contract was let in June of 1964, none of the employees in the Tin Finishing Department were on layoff and that, in the week the work was performed, all but one of the Tin Finishing employees had worked five days. (In the week starting Sunday, July 12, 33 employees of the Tin Finishing Department were on layoff.) Ace Painting Company guaranteed performance in a time certain (a condition not spelled out in the purchase order). In addition, the Company insisted that this type of work traditionally has been performed by outside contractors.

With respect to the lateness of the notice, the Company argued that work performed in 16 man-turns cannot be considered significant within the meaning of Section A-5, marginal paragraph C-10, of the Experimental Agreement, and that therefore no obligation existed to give notice. Furthermore, the delay in mailing the notice was not intentional.

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FINDINGS

The record does not support the view that, under the provisions of the Experimental Agreement, the cleaning and painting of No. 4 Tin Temper Mill by an outside contractor was a more reasonable course than doing the work with bargaining unit employees. The documentary evidence does not show that similar work ever had been performed by an outside contractor. None of the earlier purchase orders specifically refers to the cleaning and painting of a Tin Temper Mill; the wording of the 1961 purchase order issued

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to Ace General Painting Company supports the claim of the Union that it was part of construction work performed by another outside contractor.

Bargaining unit employees usually clean and paint the Tin Temper Mill as part of their regular maintenance; this work requires no special skills, no special equipment, and no special supplies. The apprehension of the General Foreman that his men would have been unable to do the job in a specific time needs no discussion since he could have obtained guidance from experienced maintenance supervisors.

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This leaves the question of notification under Section A-5, marginal paragraph C-10, of the Experimental Agreement. It is academic to speculate now as to whether 16 man-turns are significant items of work within the meaning of that Section since the Company itself saw fit to give notice to the Union. Supervision decided in May of 1964 that the particular work should be performed by an outside contractor, and notice should have been given then.

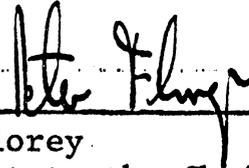
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AWARD

The grievance is sustained; appropriate reimbursement shall be made to bargaining unit employees.

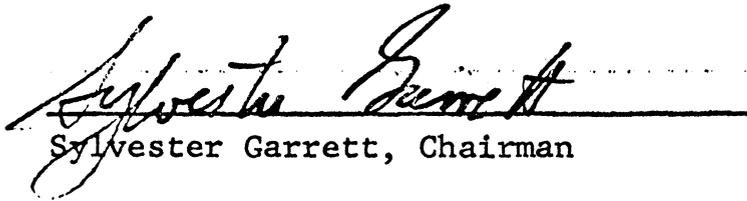
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Findings and Award recommended pursuant to Section 7-J of the Agreement, by



Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman