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University of Dayton vs. The Dayton Public Service Union Local 101 Ruled in Favor of the University of Dayton

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DAYTON, Ohio, December 21, 1971 --- The University of Dayton today announced through Mr. Theodore Woloson, Director, Personnel Services, that Mr. Leo W. Walsh, Federal arbitrator from Grand Rapids, Michigan, had ruled in favor of the University in the case, The Dayton Public Service Union Local 101 vs. the University of Dayton.

Mr. Woloson said that the issue involved the interpretation of a portion of the negotiated contract of 1969-71 which dealt with the University's right to subcontract work normally performed within the Bargaining Unit. The arbitrator's decision denied the grievance filed by the Union on June 22, 1971.

Mr. Woloson issued this official University statement on the matter:

"The arbitrator who heard the case of the Dayton Public Service Union Local 101 vs the University of Dayton relative to the interpretation of the negotiated contract of 1969-71 and the right to subcontract work normally performed within the Bargaining Unit, rendered his decision on December 20, 1971, in favor of the University of Dayton, thereby denying the grievance filed by the Union on June 22, 1971.

"Because of reduced enrollments over the past 3 years the University of Dayton found it necessary, as part of an austerity program, to enter into a contract with an outside firm to provide custodial services for the total campus in order to reduce operating costs. This action resulted in the lay-off of all persons in the Custodial Department effective June 30, 1971.

"The DPSU argued that the University of Dayton was required to bargain on the matter of subcontracting even though the language in the negotiated contract specifically permitted subcontracting if it was economically advantageous for the University to do so.

"In rendering his decision the arbitrator, Mr. Leo W. Walsh, Grand Rapids, Michigan, cited the Fibreboard and Shell Oil cases as significant in regard to this matter.

"Other matters still pending on the issue of subcontracting are alleged unfair labor practices filed by the Union with the NLRB and an action in the United States District Court of the Southern District of Ohio."