

INLAND STEEL COMPANY
Indiana Harbor Works

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 16-E-67
Docket No. IH-28-28-6/6/56
Arbitration No. 183

Opinion and Award

Appearances:

For the Company:

T. G. Cure, Assistant Superintendent, Labor Relations

For the Union:

Cecil Clifton, International Staff Representative
Fred Gardner, Chairman, Grievance Committee
Joseph Wolanin, Secretary, Grievance Committee
S. Logan, Vice Chairman, Grievance Committee
John Sargent, Grievance Committeeman

The grievant, C. L. Wilson, requests that he be given a "steady days" assignment as 1st Class Pipefitter and alleges that the Company has departed from a "local condition and practice" of filling nine such jobs. Violation is charged in the grievance notice of Article VII Section 6 (Filling of Vacancies) and Article XIV Section 6 (Local Conditions and Practice). At the hearing the Union also charged violation of Article VI Section 11 (Size of Crews and Scheduling of Adequate Forces). The Company objected that the absence of reference by the Union to the last cited section as part of its affirmative case in the grievance notice and in the steps of the grievance procedure disqualifies it from reliance thereon at the arbitration step. It seems to be clear, however, that the Company argued and discussed the application of that section as part of its own case in the grievance steps, and, accordingly, the grievance will be determined in the light of Article VI Section 11 as well as the others relied upon.

The grievance has two related aspects. One is the claim of the grievant that he is entitled to be assigned to the permanent job of 1st Class Pipefitter on regular day assignment vacated when one Alex Majchrowich was on February 21, 1956 promoted to Pipefitter Welder. The other aspect of the case is that it has been the past practice and custom to schedule nine pipefitters for the day turn and that since the promotion of Majchrowich there have only been eight. It is claimed that this is an inadequate force.

The Union's case is grounded primarily on the argument that the complement of pipefitters traditionally has varied with the level of operations (turns per week); that this is the most constant and dependable index of the need for pipefitters; that when the level of operations is reduced the Company would be justified in reducing the crew; but that in the instant case the reduction to eight was effected without any reduction in the number of turns per week.

The Company rejects this test of the need for pipefitters; it concedes that for some years there have been nine men on the day turn, but that this crew size was maintained because of the need for pipefitters for special projects. In December of 1952 one Jurich was added to a force of seven pipefitters to assure proper maintenance of the heating systems in the No. 3 Annealing Department and the No. 2 Cold Strip. This crew continued its "abnormal maintenance" up to and partially through the winter of 1953-1954. An order to rehabilitate and replace these heating systems was placed in July, 1953 at an expenditure in excess of \$54,000. In November, 1954 Wade was added to the crew of eight, making nine in all. After the completion of that job, in May, 1955 the crew of pipefitters was called upon to replace sulphuric acid distribution lines in the Pickle House. Several thousand feet of piping were then replaced. This work was completed in the latter part of 1955. A Pipe Welder having terminated his service in January, 1956, Majchrowich, a Pipefitter, was promoted to the post vacated by the Pipe Welder. By this time, says the Company, its work force exceeded expected work requirements and the vacancy created by Majchrowich was not filled.

In addition to the special projects referred to, the pipefitter crew of course performed normal maintenance functions. Some units of equipment were removed or placed in inactive status during this period, but, according to the Company, others were added. On balance it would seem that the normal work requirements for the pipefitting crew have not varied materially. At any rate, there is no evidence in the record that would require me to make such a finding of fact.

The additional men were not told that they were to work on jobs of temporary duration; rather the foreman testified that at the time each was taken on the day turn the foreman had no way of knowing the extent of deterioration of the pipe lines, the amount of work that would be needed nor the size of the appropriation which the Company would make available for rehabilitation or replacement when the facts became known. His statement that he "explained the story just as thoroughly to the grievance committeeman as I explained it here today" went uncontested.

Article VII Section 6 merely prescribes the procedure for filling a vacancy when one exists. Before applying that section it must be found that a vacancy in fact exists.

Article XIV Section 6 affords no support to the Union because on the facts found, as stated above, there is no showing of a practice or custom from the recognition of which the Company has departed. It seems clear that the crew size was augmented to nine because of special jobs. There was no showing, whatsoever, made by the Union that nine pipefitters were normally carried for routine pipefitting maintenance.

Finally, there is no showing that the crew of pipefitters presently scheduled is inadequate for the performance of the work required to be done, or that it was so at the time of the grievance. The Union has a right to grieve when Article VI Section 11 is violated. The Company may not act unreasonably in determining what is an adequate crew. However, in order to establish a violation the Union is obliged to do more than it has done here: it must show that the Company's decision is unreasonable, dictated by caprice, or that the complement of the crew as set by Management imposes an undue burden on the men. This it has not shown. On the contrary, the Company

has proven that there is a reasonable basis for operating with a crew of eight men, and that, therefore, there is no vacancy to be filled.

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Dated: July 19, 1957