INLAND STEEL COMPANY)
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and)
)
UNITED STEELWORKERS OF AMERICA)
Local Union 1010)

Grievance No. 12-F-23
Docket No. IH-207-202-8/19/57
Arbitration No. 235

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
F. O'Donnel, General Foreman, Galvanizing Department
M. S. Riffle, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Representative
Alberto Garza, Vice President, Grievance Committee
C. C. Crawford, Grievance Committee

This case presents a straight issue of fact. Did the grievant, J. De La Rosa on April 4, 1957 request that he be demoted from Shipping Weighmaster to Loader in the Shipping Sequence of the Galvanize Department?

In June, 1954, while he was Weighmaster, it is agreed grievant requested a demotion to Loader because at that time he was having trouble with the English language. After attending school he withdrew this request in January, 1955, and the Company granted his request finding that he could then adequately perform the clerical and other duties required of a Weighmaster. He performed satisfactorily thereafter as Weighmaster for some 18 months, with only one reprimand for an error he made.

During the week of March 31, 1957 it became evident the Company would need only three crews in the week starting April 7, 1957, rather than the four then on duty. Grievant spoke to his Foreman indicating he would work as Loader and let an employee junior to him, O'Neill, continue as Weighmaster. The Foreman advised him that this was a request for demotion, and subsequently the General Foreman called him in and similarly advised him. The grievant was apparently under the impression nevertheless that he was simply accomodating O'Neill for the one week. On April 4 the schedule was posted listing De La Rosa as Loader on Crew No. 2. On April 8 a formal notice was sent to grievant, the Union Grievance Committeeman, Department Superintendent, Personnel Department, and the Divisional Supervisor of Labor Relations confirming the requested demotion from Shipping Weighmaster to Loader and quoting in full Article VII, Section 8 (b) of the 1956 Agreement. The provision is:

> "Employees who have or shall request permanent demotion to a lower job may later change their minds, or employees who have been or are denied promotion in accordance with the provision of this Article, and employees demoted for cause under

> Article IV, may later correct the cause for such action. In such cases the employees shall again be considered eligible for promotion, but they shall not be permitted to challenge the higher standing of the jobs above of those who have stepped ahead of them until they have reached the same job level above (by filling a permanent opening) as those who have stepped ahead of them."

The grievance was presented on May 13, 1957, and, since the relief requested was that "the waiver be removed from his record, and that he be given the proper place in the Shipping Sequence standing," the Company treated this as a request for the withdrawal of the demotion request. In the meantime, however, other employees had moved ahead of him in the sequence, and it is the Company's view that pursuant to Article VII, Section 8 (b) they must retain this superiority over grievant until they are again at the same level.

Grievant has a fair understanding of the language, as observed at the hearing and as acknowledged by the Company in reporting the satisfactory nature of his work over the past 18 months at least, in fact for the entire period since he concluded his outside schooling in English. His knowledge is of course still not as facile as that of a native American.

On the other hand, this grievance did not arise out of the oral demotion notice to De La Rosa, nor even from the formal confirmation given to him and his Grievance Committeeman on April 8, but rather from a curious mistake on Management's part. In the week of April 21, 1957 and for two days the following week grievant worked as a Weighmaster. At that point the General Foreman noticed the mistaken assignment and had him removed from the job and placed in the Loader job. This led to the grievance.

This error was explained simply as an error. Indeed, it must be so accepted in the face of the confirmation notice of April 8 delivered to all the designated Management and Union people. The delivery of this notice at the time indicated is not disputed.

Under all the circumstances, it must be found that grievant requested the demotion on April 4, 1957, that he was fairly advised of the effect of his act, with full notice to all parties in interest, and that this request was not withdrawn until May 13, 1957. The standing of employees who stepped ahead of grievant in the interim may be challenged only as provided in Article VII, Section 8 (b), of which due notice was given both grievant and his Grievance Committeeman.

AWARD

This grievance is denied.

Dated: February 10, 1958

David L. Cole
Permanent Arbitrator