

In the Matter of Arbitration Between:

INLAND STEEL COMPANY

ARBITRATION AWARD

- and -

Grievance No. 20-F-62

Appeal No. 121

UNITED STEELWORKERS OF AMERICA,  
AFL-CIO, Local No. 1010

Arbitration Award No. <sup>327</sup>~~384~~

PETER M. KELLIHER  
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Asst. Superintendent, Labor Relations  
R. J. Stanton, Asst. Superintendent, Labor Relations  
H. S. Onoda, Labor Relations Representative  
A. T. Anderson, Divisional Supervisor, Labor Relations  
Clarence Sanders, General Foreman, Trucking Operation, Stores  
and Refractories  
Jack Decker, General Foreman, Trucking Mechanical, Stores and  
Refractories

For the Union:

Cecil Clifton, International Representative  
Ernest Gonzalez, Aggrieved  
Alberto Garza, Secretary, Grievance Committee  
James Balanoff, Grievance Committeeman

STATEMENT

A hearing was held in Gary, Indiana, on November 14, 1960.

## THE ISSUE

The grievance reads:

"Aggrieved employee, E. Gonzalez, #2146, alleges that the letter of discipline resulting in three (3) days off given to him, namely, December 16, 17, and 18 were unwarranted and unjust in light of all the circumstances.

Grievant requests that said disciplinary action on the part of the Company against him be removed from his personnel record and that he be compensated for all monies lost."

## DISCUSSION AND DECISION

Article VIII, Section 3 of the current Collective Bargaining Agreement provides the following:

"Except as otherwise specifically provided in this Agreement, grievances shall be presented promptly and in all events must be filed in writing within thirty (30) calendar days from the date the cause of the grievance occurs, or within thirty (30) calendar days from the time the employee should have known of the occurrence of the event upon which the grievance is based."

On September 22, 1958, the grievant, E. Gonzalez, received a Discipline Statement which put him on notice that he would be given a disciplinary lay-off of three (3) working turns. It further stated: "You will be advised of the designated days of your lay-off."

Two hundred six (206) of the employees also received a similar notice because of their participation in the unauthorized work stoppage. By posting of the schedule on September 17, 1958, the first group of disciplined employees were notified of their lay-off starting in the week of September 21, 1958. About fourteen to sixteen employees were placed on disciplinary lay-off each week thereafter. The Grievant was thus off on December 16, 17, 18, pursuant to a notice dated September 12, 1958. The subject grievance was filed on January 9, 1959.

The Arbitrator is required to determine the date upon which the "cause" of the grievance occurred. Certainly by the letter issued on September 22, 1958, the employee was told "you will" be disciplined and "you will" be advised of the days designated for your lay-off. That the Grievant understood that the letter was the real "cause" is shown by the wording of his Grievance that the "letter of discipline resulting in three (3) days off being given to him." (emphasis added) The relief, in part, sought is that this letter of discipline "be removed" from his personnel record. That this letter set in motion his disciplinary lay-off is demonstrated by its indication that he would be advised of the designated days off. As a Grievance Committeeman he certainly knew of the program of staggered disciplinary lay-offs which were announced on September 18, and which began on September 23, 1958.

Nothing in this letter could possibly lead him into thinking that discipline was not to be actually imposed upon him. The letter of discipline was in his personnel record from and after at least September 22, 1958. This in itself constituted "cause" for a Grievance. Other employees were then under similar notice and some had actually been advised of their designated days off.

There is simply no basis for an assumption that the "cause" did not occur until after the disciplinary lay-off. Wording of the Grievant's complaint negatives this. This Grievance Committeeman

must have understood that it is not necessary to actually lose money in order to have a Grievance. By a simple analogy to commonly understood court procedure, the Grievant was "sentenced" on September 22 and he should not have waited until after he "served his time" to make an appeal. By virtue of the clear wording of the Contract the Arbitrator simply lacks jurisdiction in this matter.

AWARD

The Grievance is not arbitrable.

  
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Peter M. Kelliher  
Arbitrator

Dated at Chicago, Illinois

this 1st day of March, 1961.