

In the Matter of Arbitration Between:

ARBITRATION AWARD NO. 488

INLAND STEEL COMPANY

- and -

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

Appeal No. 494

Grievance No. 3-G-20

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. William A. Dillon, Assistant Superintendent, Labor Relations
Mr. R. Ayres, Assistant Superintendent, Labor Relations
Mr. C. McMorris, Assistant Superintendent, Coke Department
Mr. C. Walz, General Foreman, Coke Department
Mr. T. Peters, Division Supervisor, Labor Relations
Mr. W. Valiant, 5891, Coke Plant Employee
Mr. J. Smith, 5829, Coke Plant Employee
Mr. J. Maynor, 5714, Coke Plant Employee

For the Union:

Mr. Cecil Clifton, International Representative
Mr. Al Garza, Secretary, Grievance Committee
Mr. D. Black, Chairman, Grievance Committee
Mr. T. Cobb, Grievant
Mr. J. McChristian, Witness
Mr. I. Gothelf, Griever
Mr. R. Morris, Assistant Griever

STATEMENT

Pursuant to notice, a hearing was held in East Chicago, Indiana on May 17, 1962.

THE ISSUE

The grievance reads:

"Aggrieved employee, T. Cobb, #20671, contends that on the week of March 13, 1960, employees W. Walton, #5547 and J. Maynor, #5714, were promoted to Doorman coke side. The aggrieved contends that he should have been promoted.

Request that the aggrieved be promoted to Doorman coke side ahead of the above mentioned employees and paid all moneys lost."

DISCUSSION AND DECISION

The following contractual provisions are controlling:

"Paragraph 138: The existing promotional sequence diagrams, together with a list of the employees in the sequence and their relative relationship therein shall be posted upon the bulletin boards in the department involved, and such sequence diagrams shall remain in effect for the life of this Agreement unless changed by mutual agreement or as hereafter provided in this section.

Paragraph 139: The lists of employee relationships shall be kept up to date by the departmental management. Where a new department is established, such sequence diagrams and lists shall be established under the principles set forth above. Where a permanent change in the relationship of jobs in a sequence takes place or new jobs are installed, the sequence diagrams and lists referred to this Section shall be revised under the principles set forth above. Such diagrams and lists shall take effect at the time of posting, subject to being revised under the grievance procedure of Article VIII hereof, beginning with Step 2, by grievance filed within thirty (30) days from the date of posting."

The grievance in this case is based upon a claim that the promotions during the week of March 13, 1960 were improper because the Grievant actually had greater sequential standing than the employees who were promoted.

The evidence in this case is that there had been some confusion prior to late 1957 due partially to problems arising with reference to waivers and withdrawals. The Company then initiated a comprehensive study in both Plants 2 and 3 based upon an analysis of time sheets and schedules to determine the actual standing of the employees. Supervision of both Plants worked together in preparing this study. On February 1, 1958, the Company states that it did post a seniority list. The Company testimony is, however, that the list then posted did not show in numerical order the sequential standing of the employees. Supervision, however, had a work sheet that set forth the sequential standing and this was used in making promotions. On February 23, 1959, a new seniority list showing the numerical sequential standing was posted. Although this first column listing sequential standing was not headed by the title or identification of "sequential standing", the Company testimony is that the Grievance Committeemen were advised that this was the sequential standing of the employees. Several employees were also told

that this constituted the sequential standing. Lists exist in other departments setting forth sequential standing. Article VII, Section 3, Paragraph 138 quoted above, requires the posting of "a list of the employees in the sequence and their relative relationship therein". The only way that the "relative relationship" of the employees can be indicated is by a numerical description of sequential standing. Certainly the employees upon seeing this list would be concerned with their sequential standing. The Arbitrator cannot find that the employees would fail to understand the significance of the numerical designation in the first column on the lefthand side of the sheet. The important consideration is not simply the seniority date of the employees, but their "relative relationship". The Parties were concerned with the "lists of employee relationships" as that language appears in Paragraph 139. These lists are to "take effect at the time of posting", subject to being revised under the grievance procedure beginning with Step 2, by "a grievance filed within thirty (30) days from the date of posting". Considering the comprehensive study that took place beginning in 1957 and also taking into account the appearance of numerical designations on the February 23, 1959 lists, the Arbitrator must find that the Grievance Committeemen in Plant No. 2 and Plant No. 3 were fully apprised of the importance of these lists in terms of the sequential standing of the employees. If such lists had not been posted, a Grievance Committeeman upon receiving a copy of the lists would have immediately filed a grievance. All of the evidence indicates that the Grievance Committeemen in both Plants 2 and 3 did receive copies of these lists. Mr. Cobb, the Grievant, did testify that seniority lists had been posted ever since he started there in 1953. The two Supervisors who testified stated that seniority lists had been posted throughout these areas. This Arbitrator is unable to find that the Company failed for a period of one year and one month after February 23, 1959, to post these seniority lists showing the relative relationship of the employees. This grievance essentially constitutes a challenge to the correctness of both the seniority lists of February 23, 1959, and the list of March 7, 1960, which carried forward the earlier relative relationship between the employees here involved. Such a grievance should have been filed beginning with Step 2 within thirty (30) days within the date of posting on February 23, 1959. This grievance which was filed on April 12, 1960, is clearly beyond the "statute of limitations", i.e., thirty (30) days, set forth in this Contract because over one year has expired since such a grievance could be considered, i.e., since February 23, 1959.

Because in this case we are concerned with the "relative relationship between employees", the granting of this grievance would decisively affect the relationship of many other employees. The Parties set forth a thirty-day time limitation on the presentation of these grievances in order to maintain stability in the administration of

the seniority provisions. Such time limitations exist by statute both as to civil and criminal actions in every state of the Union. For example, regardless of the justice of a claim involving an automobile collision, the plaintiff is barred from suit if he does not file the complaint within the time specified in the statute of limitations. The Arbitrator here under the clear language of the Contract is barred from considering the justice of the claim on its merits. The reason for such time limitations is because after a period of time records become lost and witnesses are no longer available. In terms of the administration of the seniority provisions of this Contract, all of the employees and the Company must know the relative relationships of the employees in order that daily decisions can be properly made.

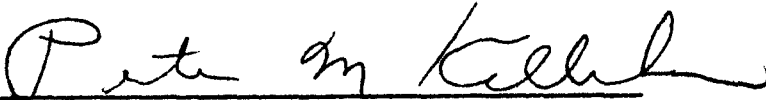
In view of this "statute of limitations" set forth in this Contract, certainly the Grievance Committeeman and the employees were put on notice that they would have to file grievances relative to these matters within thirty days after posting.

It is not necessary that there be written waivers. Constructive waivers as a result of failure to step up to take promotion are recognized.

The Arbitrator must find that the Company did properly fill the vacancies that occurred in the position of Doorman--Cokeside in the week of March 13, 1960, and that the relative sequential standing as set forth in the seniority lists post on February 23, 1959, and March 7, 1960, cannot now be challenged.

AWARD

The grievance is denied.


Peter M. Kelliher

Dated at Chicago, Illinois

this 17th day of December 1962.