In the Matter of the Arbitration Between

INLAND STEEL COMPANY

AND

UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL UNION NO. 1010

Grievance No. 27-M-3
Appeal No. 1245
Award No. 648

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on July 20, 1978.

APPEARANCES

For the Company:

Mr. W. P. Boehler, Arbitration Coordinator, Labor Relations

Mr. Robert H. Ayres, Manager, Labor Relations, Industrial Relations

Mr. T. L. Kinach, Senior Labor Relations Representative

Mr. H. C. Easter, Superintendent, 10" and 14" Mills

Mr. T. J. Peters, Assistant Superintendent, Labor Relations

For the Union:

Mr. Theodore J. Rogus, Staff Representative

Mr. Joseph Gyurko, Chairman, Grievance Committee

Mr. John C. Porter, Grievance Committeeman

Mr. James Carpenter, Assistant Griever

Mr. Jose Lezama, Grievant

Arbitrator:

Mr. Bert L. Luskin

BACKGROUND

Jose Lezama was employed by the Company on September 23, 1953. Between June 1, 1964, and July 20, 1969, Lezama had held various hooker and hooker-related positions. Lezama became a craneman on July 20, 1969, and he thereafter operated various cranes and held positions as a gantry craneman, shipping craneman and a finishing craneman. In the period between January 12, 1970, and June 26, 1972, he worked on various craneman jobs at the 12" Mill.

In the period between October 7, 1971, and June 26, 1972, Lezama has become involved in five different incidents of improper crane operations. On October 7, 1971, he was charged with failure to observe equipment and personnel on the floor while operating a billet crane. He was charged with damaging equipment and causing injury to a fellow employee. Lezama was suspended for one day for that offense. On February 28, 1972, he was reprimanded for using improper hoist procedures while operating a mill crane, causing damage to Company equipment. On March 20, 1972, and again on March 29, 1972, Lezama, while operating a billet crane, was charged with safety violations. In the first instance he carried lifts over the heads of floor personnel. In the second instance he failed to pull the main switch when leaving the crane cab causing damage to equipment. On June 26, 1972, he was issued a safety warning for colliding with another crane while he was operating the transept crane. A crane was damaged and an employee injured. The injured employee suffered lacerations and contusions to her skull. The injured employee was disabled, did not return to work, and was eventually terminated from employment pursuant to the provisions of Article 13, Section 11 b. (7), of the Collective Bargaining Agreement.

On June 26, 1972, Lezama was informed that he was being permanently demoted from the crane position which he had held at the 12" Mill since January 12, 1970. A grievance was filed protesting that demotion. That grievance was processed through the grievance procedure and was withdrawn in Step 4 of the grievance procedure.

On October 1, 1974, a grievance was filed on behalf of Lezama contending that the demotion should be rescinded because the grievant had corrected the cause that led to his demotion. The grievance requested that Lezama be permitted to promote to craneman and be permitted to operate overhead cranes.

The Union contended that the demotion should not be so permanent in nature as to preclude for all time the possibility of Lezama's return to the craneman classification. The Union contended that Lezama's additional experience as a hooker permitted him to achieve additional knowledge in the operation of cranes and should be considered to constitute the "correction of the cause" that led to his initial demotion.

The Union further contended that the position of hooker is the entry job in the same promotional sequence with the crane positions listed for the 12" Mill Department. The Union contended that the contractual language presumes that an employee on a lower-rated job in a promotional sequence will be obtaining the experience that will qualify him to move up the ladder in the promotional sequence. The Union contended that there was no place that Lezama could go from the hooker position except to the next higher crane job in the promotional sequence. The Union contended that a denial of an opportunity to Lezama to demonstrate that he can safely and efficiently operate the crane will result in

permanently freezing Lezama into a low rated job and would serve to deny promotional opportunities to an employee with some twenty-five years of service with the Company.

The Company contended that it was not contractually obligated to provide Lezama with a training period or a trial period under the circumstances prevailing in this case. The Company contended that Lezama has never demonstrated that he has corrected the cause that led to his demotion. The Company contended that all that Lezama had done since his demotion is to work as a hooker and, since he had at least five years of prior experience as a hooker (1964 to 1969), the additional period of service as a hooker would not provide him with the innate abilities and operational judgment necessary for the safe and efficient operation of overhead cranes.

The grievance was denied and was processed through the remaining steps of the grievance procedure. The issue arising therefrom became the subject matter of this arbitration proceeding.

DISCUSSION

The provisions of the Agreement cited by the parties as applicable in the instant dispute are hereinafter set forth as follows:

"ARTICLE 13

"SENIORITY

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13.10 "SECTION 3. SENIORITY SEQUENCES. Seniority sequences are intended to provide definite lines for promotion and demotion, insofar as practicable, in accord with logical work relationships, supervisory

groupings and geographic locations, and such sequences shall be set up in diagram form. It shall be a specific objective to establish such promotional sequences, insofar as possible, in such manner that each sequence step will provide opportunity for employees to become acquainted with and to prepare themselves for the requirements of the job above.....Unless the parties otherwise agree, where the realignment of the jobs within the sequence is required, in accordance with the foregoing sentence, sequential length of service shall govern promotions or demotions resulting therefrom, provided the employees have the ability and physical fitness to perform the work.

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13.11 "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....

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"SECTION 8. OTHER CONDITIONS AFFECTING LENGTH-OF-CONTINUOUS-SERVICE FACTOR (SEQUENTIAL OR DEPARTMENTAL).

13.43 "a. Employees on leave of absence, employees who are temporarily unable to promote or inactive because of established bona fide illness, employees temporarily demoted for cause, disciplined with time off, or temporarily demoted to a lower job at their own request for good cause, shall, upon return, resume their former position in the sequence in accordance with the provisions of this Agreement.

13.44 "b. 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 provisions of this Article, and employees demoted for cause under Article 3, 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 on 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 other than those resulting from operations in excess of fifteen (15) turns in noncontinuous departments or the twenty-first (21st) turn in continuous departments) as those who have stepped ahead of them." [Underscoring supplied.]

The Union contended that the language of Article 13, Section 3, clearly provides for promotional opportunities within a sequence under circumstances where employees working in the lower-rated positions are provided with the opportunity to gain experience and to promote to the higher-rated occupations in the sequence. It was the contention of the Union that, although Lezama may have been demoted for cause from the crane occupations in 1972, he remained in the same occupational sequence as a hooker and achieved additional crane-related training which, over a period of time, would have eliminated the cause for his original demotion in 1972. The Union contended that the demotion language cannot be interpreted in a manner which would permit an employee to be permanently demoted without being provided with an opportunity to achieve training in a higher-rated occupation and to be permitted to demonstrate that the original cause for the demotion no longer exists. The Union contended that the refusal to permit Lezama to return to the crane occupations in his sequence serves to deny Lezama his seniority and promotional rights and causes Lezama to suffer substantial financial losses.

The Company conceded that demotions are not necessarily permanent, but the Company contended that in instances where an employee has been demoted from an occupation (for cause) the Company is not required to re-train an employee nor is the Company required to provide that employee with a trial period on the job from which he has been demoted unless there is evidence that the cause for the original demotion has either been corrected or eliminated.

There can be no question but that Lezama, who had worked as a hooker for five years between 1964 and 1969, and who thereafter held various craneman

positions for a period of three years between July, 1969, and June, 1972, was properly demoted for cause on June 26, 1972. The demotion was made pursuant to the applicable contractual provisions and the right of Lezama to be restored to the craneman's position would be based upon the contractual language appearing in Article 13, Section 8 b, of the Collective Bargaining Agreement.

The fact that Lezama has worked as a hooker for a period of some six years since his demotion in 1972 would not necessarily mean that his added experience as a hooker has resulted in the elimination or correction of the cause for his demotion in 1972. It should be noted that Lezama worked as a hooker for five years before he entered the craneman classification and he worked as a craneman on various types of cranes for three years preceding his demotion. Additional experience and knowledge relating to hand signals, the balancing of lifts and the general procedures involved in crane movements would do very little toward helping Lezama correct the problems that caused his demotion from the craneman occupation in 1972.

The Union has pointed to the inequity of the promotional sequence for the craneman occupation when it argues that there is very little opportunity for a hooker to gain experience in the operation of cranes. The Union contended that the sequence (as it is established) can create an inequity since employees in the hooker occupation can be dead-ended in the promotional sequence if they are not permitted to promote to the craneman occupation. The Union contended that if there is a problem in that respect, the problem rests with the establishment of the original sequence. The sequence has been established and

is not being contested in this proceeding. It must be followed exactly as the parties have established the sequence pursuant to applicable provisions of the Collective Bargaining Agreement.

There is evidence in the record that out of seventeen shipping hookers currently established in the crane sequence, fourteen have either requested waiver of promotion or have been demoted and denied promotion. Lezama is not in an unusual position. Lezama's seniority rights have been significantly broadened and expanded since his demotion in 1972. As an employee with twenty-five years of service, Lezama (since the 1977 Agreement) is in a position to exercise various options and alternatives available to him to move out of the promotional sequence where he is currently limited and into a sequence where he can move up and where his advancement may not be precluded because of lack of innate ability to operate overhead cranes.

Lezama's contractual rights must be protected. The Company, however, has a basic obligation to provide for the safety and well being of employees who work in the same general area as does Lezama. The record as it related to Lezama's work performance on the cranes completely justified his removal from the cranes for his own protection as well as the protection of all employees working on other cranes and other areas of the department.

There is nothing in this record that would support a contention that Lezama has in some manner corrected the problems which led to his original demotion and removal from the cranes in 1972. Everything in this record leads to a conclusion that Lezama demonstrated that he did not have the basic qualifications and the innate abilities necessary to operate overhead cranes. The

Company was justified in denying Lezama's request for promotion from the hooker occupation to the crane position.

For the reasons hereinabove set forth, the award will be as follows:

AWARD

Grievance No. 27-M-3
Award No. 648

The Company did not violate any provision of the Collective Bargaining Agreement when it denied the request of Jose Lezama for promotion to the craneman occupation. The grievance is denied.

Bert L. Luskin
ARBITRATOR

9/14/78, 1978

CHRONOLOGY

Grievance No. 27-M-3

Grievance filed (Step 3)	October 1, 1974
Step 3 hearing	June 23, 1976
Step 3 minutes	July 8, 1976
Step 4 appeal	July 14, 1976
Step 4 hearing	August 19, 1976
Step 4 minutes	June 2, 1978
Appeal to arbitration	June 5, 1978
Arbitration hearing	July 20, 1978
Award issued	September 14, 1978