

Discharge

In the Arbitration Between:

INLAND STEEL COMPANY
(Indiana Harbor, Indiana)

and

UNITED STEEL WORKERS OF AMERICA,
Local 1010, CIO

Before
Harold W. Gilden,
Arbitrator

Hearing, April 6, 1945.

Article IX

PROVISIONAL REPORT AND DECISION OF ARBITRATOR

This arbitration involves one issue which was submitted to the undersigned for award pursuant to his appointment as Arbitrator on March 23, 1945, by the Sixth Regional Office of the National War Labor Board. A hearing was held at Indiana Harbor, Indiana, on April 6, 1945, at which all parties were represented and fully heard. The Union was represented by Mr. H. L. Harris, Staff Representative, Mr. Joseph B. Jeneske, International Representative, Mr. H. H. Powell, Local President, and Mr. J. A. Baltrukas, Grievance Committeeman, 76" Mill. The Company was represented by Mr. F. M. Gillies, General Superintendent, Mr. W. A. Blake, Industrial Relations Department, Mr. R. J. Beeswy, Assistant Superintendent Electrical and Power, Mr. B. R. King, General Electrical Foreman 76"-46"-44" Mills, Mr. E. R. Krick, Assistant Foreman 76" Mill and Mr. J. W. Holding, Foreman 76"-46" Electrical. Mr. Donald A. Markwalder appeared in person and was present throughout the entire hearing.

Issue - Has Donald A. Markwalder been unjustly discharged?

Facts - Donald A. Markwalder, age 43, an electrical maintenance man in the 46" Blooming Mill, has been in the employ of the Inland Steel Company since July 1933. On February 9, 1945, a crew of about 24 men were engaged in assembling two generators in the 46" Blooming Mill Motor Room. These generators had been dismantled for purposes of inspection, cleaning and repair. The performance of this job included the unbolting and removing of the top half of both generator frames and lifting out the armatures, weighing about 20 tons. This operation was required to be performed about every three years in the interests of efficient general maintenance and upkeep of equipment. Supervising the job were R. J. Beeswy, Assistant Superintendent of the Electrical Department, B. R. King, General Electrical Foreman of the Hot Strip Mills, and E. R. Krick, Assistant Electrical Foreman.

The armature in the generator north of the mill motor had already been lowered into position, and Markwalder and a helper (motor inspector) were assigned to the job of putting connections together preceding the bolting of the top half to the bottom half of the generator frame.

On the previous day (February 8) Markwalder had worked a sixteen hour shift, and due to the ineffective functioning of his automobile while traversing the 13 miles distance between his home and the plant, had received only 3 hours of sleep before

reporting for work on midnight of February 9. On this day (February 9) Markwalder was scheduled to work a twelve hour shift, and he worked all but about one hour of that shift when the incident occurred which culminated in his discharge.

The armature for the south generator, preparatory to its lowering into the bottom half of the generator frame, had been picked up by a crane and was hanging in an overhead position fastened to a cable, when Beeswy requested Krick to see to it that lights were hooked up for use in fitting the armature into place. Beeswy, who was supervising the assembling of the south generator, then went to the corner of the north generator, and said to Markwalder "We need lights at the south generator." Markwalder replied, "What kind should I get? Flood or Extension?" Beeswy said, "Extension preferred." Markwalder hooked up one extension light, and then came back to the location adjacent to the north generator which he had previously left.

Shortly thereafter, Krick went over to Markwalder, and requested him to hook up stand (flood) lights for use in lowering the south generator. Markwalder replied that he didn't have time. Krick suggested that he take time, and repeated the request. Markwalder did not answer, and when it was apparent that Markwalder would not comply, Krick sought out King, and told him that Markwalder had refused to obey his order. King and Krick walked over to Markwalder and King attempted to convince Markwalder that he should cooperate in working with Krick who had been newly appointed as assistant foreman on February 1, 1945. In reply thereto Markwalder said, "Ha, ha, ha, a jerk like that be my foreman - he has a lot to learn before he will be my foreman." King then turned to Krick and verified the fact that Krick had told Markwalder to hook up lights whereupon Markwalder said to Krick "Go F-K yourself". King then requested Markwalder to hook up those lights. Markwalder made no move to comply, and King walked over to Beeswy, and reported to him that Markwalder had failed to obey the directions of both him and Krick, and suggested to Beeswy that Markwalder be sent home. King again walked over to Markwalder and told him that he could either hook up the lights or go home. There being no response, King reported to Beeswy that Markwalder refused to hook up the lights, and he had asked him to go home.

Beeswy then joined both Krick and King and conferred with Markwalder. Markwalder said that if Beeswy would direct him to make the light connections he would do it, but he would not hook up the lights at the request of either King or Krick, referred to King as "the son-of-a-bitch politician," and again said to Krick "Go F-K yourself".

Beeswy told Markwalder to go home. This command was issued at about 11 A.M (February 9) or one hour before Markwalder's shift was scheduled to end. Markwalder protested this decision, and Beeswy told Markwalder to wait until Beeswy conferred with Mr. Schlossberg (another Assistant Superintendent of the Electrical Department). When Beeswy returned he said to Markwalder "Forget the whole incident. Go home now, this is the end of your shift, be sure to report for work tonight at midnight on your regularly scheduled turn, then later, if necessary, we will go into the incident."

At about 5:15 P.M. of the same day the Company called Markwalder and told him not to report for work but to see King at the employment office at 10 A.M. the next morning. When Markwalder appeared at the appointed time and place he was met by Schlossberg, Beeswy, King and Krick. King said, "Markwalder, I am fining you," and handed him a pink slip reading as follows:

Inland Steel Company

Separation Slip

Issue to Employee -- Take to Employment Office

February 14, 1945

Name - Donald A. Markwalder

Check Number 9180

Address - 129 Raymond Street, Telephone Number Griffith 501M
Griffith, Indiana

Explain Reasons for Separation

If Discharged - Why? - Insubordination and Use of Profane Language.

Last Date Worked - February 9, 1945.

Perry

Superintendent

On the next day the following grievance was filed by the Union:

State of Grievance

S.O.C. Local Union 1010

East Chicago, Indiana

February 10, 1945

Name - Donald A. Markwalder

Check Number 9180

Department Division - 46" Electrical. Occupation - Electrical
Service Record of Employee - 12 years. Maintenance

Description of Grievance: Employee requests reinstatement to his occupation. Because of disagreement between himself and E. Krick, he was discharged. This action is in violation of the existing agreement. Article VI, Section 17, states "Management agrees that a member of the Union shall not arbitrarily be discharged from and after the date hereof, BUT that in all instances in which Management may conclude that an employee's conduct may justify suspension or discharge he shall first be suspended, etc."

The action taken is unjust and severe. The unreasonable attitude of E. Krick in aggravating and his personal dislike towards this employee brought on this disagreement.

The Union requests immediate reinstatement.

/s/ Joe Baltrukas,
Grievance Committeeman.

The Grievance Committeeman presented the grievance to and conferred with the Superintendent of Industrial Relations who on February 12, 1945, rendered the following decision:

Inland Steel Company
Case Number 1519
February 12, 1945

Grievance Committeeman - Joe Baltrukas (Hot Strip Mills)
Subject - Donald A. Markwalder, Check 9180, 46" Blooming Mill,
Electrical Maintenance man.

This employee was discharged for insubordination and using obscene language in talking to foreman. It would be improper to record language which this employee directed to his foreman after foreman had instructed him to perform a certain task.

We believe the action taken by departmental supervision in discharging this man for offense committed, is warranted, and therefore sustain such action.

M. K. McClure
Supt. of Industrial Relations.

The grievance was next considered at a meeting between the plant grievance committee and the General Superintendent, and on February 21, 1945, the General Superintendent rendered the following decision:

February 21, 1945.

William Young, Chairman
Grievance Committee

Joseph Baltrukas, Grievance Committeeman
76" Hot Strip Mill

In regard to suspension and discharge of Markwalder, Maintenance Man, 76" Hot Strip Mill:

This office finds the charge of insubordination against Markwalder accurate and indefensible.

However, in consideration of his service period, plus his admission of wrongdoing, this office is willing to allow him to take a position as outside motor inspector after a period of discipline of 30 calendar days.

He will then maintain his plant seniority, but will, of necessity, start new seniority in the division to which he is assigned.

His permanent assignment to the new division will be based on his manner of handling his work in the new division in the first 60 days.

F. M. Gillies
General Superintendent

The matter was next considered at a conference between the Union's International Representative and the General Superintendent. The dispute was not resolved and on March 15, 1945, the parties submitted a joint request for the appointment of an arbitrator addressed to the Sixth Regional War Labor Board.

On March 16, 1945, Mr. Markwalder became employed by the Dodge-Chicago Plant, as a journeyman electrician at a straight time hourly rate of 1.25 plus night shift premiums of 5¢ or 7¢.

The Company testified that Mr. Markwalder's name was retained on the payroll until February 21, 1945, the date of the disposition of the Grievance by the General Superintendent. Mr. Markwalder was not employed during the period from February 9 to March 16, 1945, and did not file any claim, nor did he receive unemployment compensation benefits.

Mr. Markwalder's straight time daily rate as an Electrical Maintenance Man at the Inland Steel Company was \$8.04. The straight time day rate applicable to the position of Outside Motor Inspector is \$7.80. Due to the effect of the bonus or premium system installed at this plant, the difference in daily earnings accruing from these respective classifications would be approximately \$1.60. By the terms of the existing labor agreement, departmental seniority prevails with respect to promotions, increases or decreases of personnel, and plant seniority applies only to those subjects which similarly affect all employees, such as vacations, reserve labor status, etc.

The only previous record of disciplinary action taken by the Company against Markwalder consisted of a written notice, dated November 24, 1943, in the nature of a notice of a violation of the Company's labor policy. However, the terms of the existing contract, Article VII, Section 1, provides, "In all cases where one year elapses between violations requiring written notice, such violations will not influence an employee's record."

POSITION OF THE UNION.

1. That Markwalder was unjustly discharged by the Company, and that he should be reinstated in the employ of the Company with full seniority rights, and be remunerated for all time lost as a result of the discharge.

2. That the Company violated Article VI, Section 17, of the existing labor agreement in failing to first suspend Markwalder pending a consideration of the offense.

3. That during Markwalder's long period of service with the Company, he has proven to be a capable and qualified craftsman; that his absentee record has been exceptionally good, and the quality of his workmanship has not been impugned.

4. That at the time this incident accrued Markwalder had completed 27 hours of work interspaced with but three hours of sleep and that he was mentally and physically exhausted.

5. That the orders issued to him by the various supervisors were contradictory and that the supervisors were confused in requesting different types of light connections.

6. That he had been assigned to and was actively engaged in the performance of a responsible job when the assistant foreman directed him to hook up the stand lights; that he could not properly leave this task unless first discharged from responsibility for the correct performance of that work.

7. That there were other men present, subordinate in rating to Markwalder, who were capable of making the requested light connections.

8. That Markwalder was singled out for discharge because of his activity on behalf of the Union during a period in the past in which he acted as a grievance committeeman, and in so discriminating against Markwalder, the Company has violated the existing agreement.

POSITION OF THE COMPANY.

1. The labor agreement reserves to the Company the right to suspend or discharge employees for cause; that an employee's deliberate refusal to comply with a foreman's order, when made in the normal course of work, even though unaccompanied by words or acts intended to belittle and berate his superiors, constitutes justifiable cause for discharge.

2. That Markwalder was guilty of insubordination and abusive language on February 9, 1945; that this incident was the sole cause for his discharge.

3. That Markwalder may well have been disciplined for engaging in a series of other acts contrary to the established terms of the labor agreement, but the Company has been unusually lenient with him.

4. That Markwalder's alleged insufficient sleep is not a valid excuse for his conduct because all of the electrical force in the 46" mill had been working long and irregular hours, and the midnight to 8 A.M. turn on the day of this incident was actually a light one.

5. That it is imperative that the Company protect its prerogatives of management by disciplining, even to the point of discharging, where cause is shown, and where the failure to discharge could only be construed as an invitation to all workers to flout at will the authority of their supervisors.

6. That the failure of the arbitrator to sustain this discharge will not only be a crippling blow to the orderly and successful operation of the Company, but will also make a mockery of discipline, essential to the success of a well ordered society.

DISCUSSION.

The applicable provisions of the existing agreement, dated August 5, 1942, are the following:

Article VI, Section 17. Discharges. In the exercise of its rights as set forth in Article XI, Management agrees that a member of the Union shall not arbitrarily be discharged from and after the date hereof, but that in all instances in which management may conclude that an employee's conduct may justify suspension or discharge, he shall first be suspended. Such suspension shall be for not more than five (5) calendar days. During this period of initial suspension, the employee may, if he believes that he has been unjustly dealt with, request a hearing and a statement of the offense before his Superintendent, or the Superintendent of Industrial Relations, with the member or members of the Grievance Committee present. At such hearings

the facts concerning the case shall be made available to both parties. After such hearing, Management may conclude whether the suspension shall be converted into discharge or, dependent upon the facts of the case, that such suspension may be extended or revoked. If the suspension is revoked the employee shall be returned to employment and receive full compensation at his regular rate of pay for the time lost, but in the event a disposition shall result in either the affirmation or extension of the suspension or discharge of the employee, the employee may allege a grievance which shall be handled in accordance with the procedure of Article VI. Final decision on all suspension or discharge cases shall be made by the Company within five (5) days from the date of filing of the grievance if any. Should it be determined by the Company or by an umpire in accordance with the grievance procedure that the employee has been discharged or suspended unjustly, the Company shall reinstate the employee and pay full compensation at the employee's regular rate of pay for the time lost.

Article XI. Plant Management. The management of the plants and the direction of the working forces, including the right to direct, plan and control plant operations, the right to hire, promote, demote, suspend, or discharge employees for cause, or to relieve employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities, or to change existing production methods or facilities and to manage the properties in the traditional manner is vested exclusively in the Company, provided that nothing shall be used for the purposes of discrimination against employees because of membership in or activity on behalf of the Union."

Markwalder and a helper (motor inspector) were assigned by King to make connections for the operation of the generator north of the mill motor. The armature had already been lowered into the north generator frame. Markwalder testified that King had given him definite instructions to carefully observe that, in the doing of this job, extraneous matter, such as nuts, bolts, clamps or tools was not dropped into the armature windings. At Beeswy's direction Markwalder left this job, found an extension light, plugged it into the wall, uncoiled the wire, and went down into the pit and placed the light on the brush arms in the lower half of the generator frame. Markwalder stated that this light was positioned similarly to the one placed by Beeswy in lowering the north generator. Markwalder testified that after so doing he looked at Beeswy who nodded his approval, that he returned to the north generator, and while standing over the job which the motor inspector had continued to perform and while trying to take into account mentally what had transpired during his brief absence, Krick ordered him to connect the flood lights.

Beeswy testified that on the assembling of generators it was the custom in the mill motor room to have a light on all corners when the armature was being lowered into position, that this procedure had been followed when the armature was lowered into the north generator; that such light could be secured from either flood or extension lights, but on account of their individual maneuverability, he preferred extension lights; that the clearance between the armature and the generator frame was less than 1/4", and that great care had to be exercised while lowering the armature so as not to injure the

in which event, costly and time-consuming repairs would be required; that Markwalder knew that more than one light was needed and that he did not see or approve the single light connection that Markwalder had made.

Krick and King testified that when they made their several requests to Markwalder to hook up the flood lights, Markwalder was standing about 4 feet away from the north generator, holding an extension light in his hand and loafing. King also testified that when the south armature was finally lowered into position four lights had been installed, one at each corner, that such installation of lights had taken place while he was talking to Markwalder.

With respect to Markwalder's contention that he was responsible for the connecting of the north generator, and that he could not properly leave such work without being first relieved of those duties, it is significant that Markwalder was not so concerned when he left his job pursuant to Beeswy's statement to him that lights were needed, and it is also to be pointed out that since Markwalder had been originally assigned to his work on the north generator by King, a compliance with King's subsequent request that he hook up lights would have carried with it King's acquiescence that he leave such work while performing his newly assigned task. Moreover, the evidence fails to indicate that Markwalder requested from either King or Krick a release of responsibility while complying with their orders which demand it is reasonable to suppose would have been made, if that was the sole reason prompting Markwalder's refusal to obey.

The undersigned personally visited the two generators in the mill motor room involved in this dispute, and took notice of the general lighting of the room, the sizes of the generators and armatures, and the clearance between the armatures and the generator frames. Such visual inspection revealed that, giving consideration to the size and cost of the equipment, which at the time of this dispute was being then assembled, the request for either four extension lights or stand (flood) lights was reasonably required as a precaution against possible harm or damage to the armature windings. Both Beeswy and King testified that the north armature was lowered with the aid of four extension lights, and that this procedure was the accepted practice, which testimony the undersigned considers sufficient to rebut the statement of Markwalder that only one extension light was used at the north armature, especially since the evidence indicated that Markwalder did not make the light connections that were used in lowering the north armature.

It is true that the several requests for lights addressed to Markwalder, first by Beeswy, and subsequently by Krick and King, appear to be in conflict. Yet, if Beeswy's testimony is accepted, to the effect that by "extension" he meant four extension lights and that Markwalder knew or should have known that four lights were needed, the installation of the four lights by Markwalder would have removed the necessity of either Krick or King requesting additional lights.

But, let us assume for the moment that Markwalder sincerely believed that the single light connection made by him was completely in accordance with Beeswy's request, was approved by Beeswy, and was sufficient for the purposes intended. What then can be considered to be the normal response that could be expected to be made by a craftsman to a subsequent order issued by a subordinate supervisor, for the

doing of work which was entirely different from that which had previously been requested and already performed? It is reasonable to suppose that in this situation the worker may have replied, "I am working under orders from the top supervisor (Beeswy) and until he changes them either directly or through you, I feel that I cannot properly make the change." Had Markwalder used language similar to the foregoing in making his reply, it is likely that Krick and King would not have pressed their demands without first conferring with Beeswy, and ascertaining that the change in procedure met with his approval. Even if it was true that Krick heard Beeswy's initial order to Markwalder, (which Krick denied), that fact supports the conclusion that Markwalder, in replying to Krick, should have reminded Krick that he had immediately prior thereto, complied with Beeswy's request.

In the undersigned's opinion the evidence supports a conclusion that in issuing his order to Markwalder, Krick was performing his proper function and fulfilling the duties of his position, and was not, as the Union has contended, arrogantly displaying or arbitrarily exceeding his managerial authority. It follows, therefore, that Markwalder had two proper alternatives presented to him, (1) To obey Krick's order as an order issued by his immediate supervisor, or (2) To request that Krick verify the change in procedure.

The facts, however, disclose that Markwalder did not either obey Krick's order or attempt to rationalize his refusal or delay in obeying. Instead, he derided Krick's qualifications as a supervisor, and twice hurled at him the obscene oath. Furthermore, he carried over his attitude of disrespect by referring to King in outspoken profanity and magnified his insubordination by refusing to comply with King's orders.

Neither insubordination as such, or when accompanied by the reckless use of foul language can be condoned. It is well recognized that the maintenance of discipline is an essential element in the efficient and successful operation of any business. Union officials recognize and acknowledge this truism, and while they expect their members, in their relations with supervisory personnel, not to be obsequious, but to be frank, candid and direct, it is understood that such straightforwardness shall not include or assume an attitude of abuse.

The undersigned has concluded that the evidence fails to sustain the Union's contention that Markwalder's past service as a Grievance Committeeman, or his Union Activity, as a Shop Steward or in any other capacity, materially influenced the Company's decision to discharge Markwalder.

As a mitigating circumstance, some consideration must be given to Markwalder's alleged mental and physical exhaustion, which condition in his opinion, directly precipitated the incident. At or about the time this incident occurred, Markwalder had worked two consecutive shifts of sixteen and eleven hours each. Between shifts he had received but three hours of sleep. It is true that his lack of sleep was primarily attributable to the difficulties he encountered in operating his automobile, a circumstance probably not shared by the rest of the crew then engaged in performing this emergency job, all of whom worked a similar schedule. However, it must be admitted

that the loss of sleep did not prevent Markwalder from reporting for work on time. It is also understandable how, in the stress and tension of an abnormally long work schedule, a person with a lowered physical stamina may snap under the strain.

But, in this case, an additional factor is present which the undersigned believes to be highly significant. The Union has alleged that in failing to first suspend Markwalder, pending a consideration of the offense, the Company violated Article VI, Section 17. The Company denied that their actions in this respect constituted a contractual violation, by contending that Markwalder's Separation Slip, although handed to him on the 9th was dated the 14th; that his name remained on the payroll until the 21st pending the disposition of the grievance through Step 5 of the grievance procedure; and that during the period from the 9th to the 14th the parties understood Markwalder's status to be that of a suspended employee, even though the word "suspended" may not have been actually used.

Section 17 specifically provides that where the Company is of the opinion that an employee's conduct justifies suspension or discharge, the employee shall be first suspended for not more than 5 calendar days. This section also provides that after such hearing, the Company is empowered to conclude whether the suspension shall be converted into a discharge or be extended or revoked, and grants to the employee the right to file a grievance if the Company's decision is an affirmation or extension of the suspension or a discharge.

The undersigned has concluded that it is the intention of this language to provide for a "cooling off" period during which, and while the employees' status remains suspended, an opportunity is afforded to consider the matter at a hearing. In this case Markwalder was handed his Separation Slip, the slip stated on its face that he was discharged, and in delivering the slip, King said "Markwalder, I am fining you. You can get your pay the 14th of the month." There is little doubt but that both Markwalder and King understood that an immediate discharge was intended, which action in the light of the provisions of Section 17, appears to be a "jumping of the gun."

It is of course conjectural to attempt to visualize in retrospect the outcome of this dispute if the Company had followed the literal wording of Section 17 by first suspending Markwalder, and then, participating in a hearing during such initial suspension. It may be that if such procedure were followed the Company would have concluded that the suspension should be converted into a discharge. On the other hand, it is also possible that the Company would have decided to extend the suspension, in which event it is problematical whether a grievance would have been filed. If a grievance had been filed and processed to the arbitration step, the Union's position before the Arbitrator would have been materially weakened insofar as the sole question for determination would be the reasonableness of the penalty.

Although the Company has insisted that, since the Union filed a grievance, and availed itself of the grievance procedure, there has been a substantial compliance with the provisions of Section 17, the undersigned is of the opinion that, by omitting the preliminary suspension and the accompanying hearing, the Company

placed itself in a position wherein it had already committed itself to a definite stand, the withdrawal from or reversal of which would have encompassed a certain amount of "loss of face". This departure from the precise procedure outlined in Section 17 deprived Markwalder from the benefit of that period of contemplation which the contract specifies shall be invoked before any discharge of a Union member is directed or effected, and which, had it been invoked, may possibly have modified the Company's treatment of the offense.

The undersigned deems it undesirable that, in this dispute, Markwalder should receive compensation for the time lost as a result of his discharge. In view of the fact that Section 17 provides that under certain circumstances, a reinstated employee shall be compensated at his regular rate of pay for time lost, the Union might take the position that, if the award directed Markwalder's unconditional reinstatement, the contract requires that he receive back pay. If, however, the award directed Markwalder's reinstatement without back pay, the Company may say that the award is invalid and incapable of being enforced. To overcome this difficulty the undersigned renders the following provisional award.

PROVISIONAL AWARD - That in the event that, on or before May 1, 1945, the Company and the Union inform the undersigned that Donald A. Markwalder has agreed in writing to waive back pay and accept a loss of earnings for the period from the date of his discharge up to and including the date when such agreement is executed, the undersigned intends to issue a final award reinstating Donald A. Markwalder to work of a similar class at the same rate of pay and original seniority, but without back pay for the time lost as a result of his discharge.

Respectfully submitted,


Harold M. Gilden, Arbitrator

April 24, 1945

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IN THE ARBITRATION BETWEEN:

INLAND STEEL COMPANY
(INDIANA HARBOR, INDIANA)
AND
UNITED STEELWORKERS OF AMERICA
LOCAL 1010, CIO

Before

Harold M. Gilden
Arbitrator
Hearing
April 6, 1945.

FINAL REPORT AND DECISION OF ARBITRATOR

The Provisional Report and Decision of the Arbitrator issued April 24, 1944, contemplated the subsequent rendition of a final award on the issue submitted to arbitration. Since the issuance of the said Provisional Report and Decision, the Arbitrator has been notified by the Company and by the Union, that Markwalder had agreed to waive back pay and accept a loss of earnings for the time lost as a result of his discharge. Accordingly, and as a supplement to the said Provisional Report and Decision, the Arbitrator herewith issues his final award as follows:

ISSUE - Has Donald A. Markwalder been unjustly discharged?

FINAL AWARD - That Donald A. Markwalder was unjustly discharged, but that since he has agreed to waive back pay and accept a loss of earnings for the time lost as a result of his discharge, the said Donald A. Markwalder shall be immediately reinstated to work of a similar class at the same rate of pay and with original seniority, but without back pay for the time lost as a result of his discharge.

Respectfully submitted,

/s/ HAROLD M. GILDEN
Harold M. Gilden, Arbitrator

May 1, 1945.