

In The Matter Of:

INLAND STEEL COMPANY

And

UNITED STEELWORKERS OF AMERICA
LOCAL UNION NO. 1010, C.I.O.

GRIEVANCE NO. 8-B-4

ARBITRATION NO. #21

REPORT AND AWARD OF THE ARBITRATOR

Introduction

In response to a request from the parties that an arbitrator be appointed to decide a number of grievances, the War Labor Board, in a letter dated August 27, 1945, informed the parties that the undersigned had been appointed and that his award was to be final and binding upon them. Pursuant to this authorization, the arbitration hearing was held in the offices of the plant at East Chicago on September 24, 1945. Following the hearing, additional data were filed with the arbitrator as authorized by him.

The Grievance

Request that J. Refugio Camache receive five days' pay for time lost because of suspension for allegedly causing work stoppage.

UNION'S CONTENTIONS

This grievance asks the immediate reinstatement of J. Refugio Camache and the payment to this employee of five days' wages. The Union contends that the stoppage of work producing this dispute was provoked by the foreman rather than Camacho. This employee testified that the general foreman, Mr. Fowler, in the argument as to the assignment of Gonzales on the shift in question, said, "If you don't want to work under condition we want, go home, strike and go home." Camacho then told Fowler not to encourage strikes, according to the former's statement. Scherer, a machinist, also testified that Fowler had spoken substantially as quoted above. It is also alleged that John Comoutos, turn foreman mentioned striking three times. Thus it is clear that the stoppage of work on this turn was provoked by management.

COMPANY'S CONTENTIONS

The Company asserts that arising from a dispute over the machine on which one Gonzales was to work for the particular turn a work stoppage was stimulated and caused by Camache, department steward, a stoppage resulting in the loss of 849 man hours and 150 tons of steel. It further asserts that its foreman and general foreman did everything possible to prevent the stoppage and to secure conformity with the Contract's grievance procedure requiring peaceable settlement of all disputed questions. The Company also argues that its contractual right to direct the working force, to control operations, and to suspend and discharge employees for cause is undenied. Camache as an employee and departmental steward was in a position to recognize and exercise responsibility for urging the employees to comply with the terms of the Agreement.

Fowler, the general foreman, insisted to Camacho that the men stay on the job and that he urge them to do so on the basis of the scheduled work assignments. Instead of accepting this responsibility, Camacho went out to the mill and told the men to go home. Half a dozen times Fowler was asked by the men, "What do you want us to do?" Each time, he testified, he told them to work as scheduled. He flatly denies having ever said, "If you don't like my ruling, you can strike." The chief clerk, the chief shipper, the inventory clerk and the delay clerk in the adjoining room whose door was partly open, heard him make his statements to Camacho, he insists. What is more, Camacho himself stopped work by shutting down the furnace.

DISCUSSION

This dispute centers in the determination by the arbitrator of the question of the responsibility of the employee Camacho for the work stoppage beginning May 26, 1945. If he can be identified as having instigated the stoppage or as having contributed to the stoppage, then his suspension must be sustained, since he in that event was violating the Contract and interfering with production. If, on the other hand, it can be shown that management through the foreman or general foreman acted in such a way as to bring about the stoppage, the arbitrator must order Camacho's reinstatement. An examination of the evidence shows that a sharp disagreement exists as to the alleged statements of Fowler, general foreman, and the employee, Camacho, Union steward. The former states that he never suggested that the employees strike. On the contrary he urged them to stay at work. The latter asserts the opposite to be true. The Company further declares that Camacho told the boys to go home. The Union denies this. Thus the arbitrator seems to be faced with an impasse. Clearly both allegations cannot be true. And there is no middle ground of half truth. The statement of Camacho made at the hearing must be taken into account, when he said in reply to a question put by Mr. Gillies, "Did Camacho call the men off the job. Tell me Camacho," "Yes, I called them off." (Tr. page 8) In making a decision as to the facts, the probabilities must be considered. Unless the representatives of management were completely irresponsible, it is not easy to believe that they would provoke a stoppage affecting important production. This is stated with a full recognition of the Union's suggestion that a desire to "get" Camacho, a Union steward, might have motivated the Company's action. However, aside from the possibilities in this particular case there is no proof of the existence of such a desire. While the testimony is confusing at times, there is reason to believe that Camacho did insist upon the assignment of Gonzales to a particular job for the turn, and that he did make an issue of his interpretation of the Contract. There is no convincing evidence that Camacho as steward sought to rely upon the grievance machinery. On the contrary, he seems to have sought an immediate acceptance of his interpretation as it applied to the job in question. This coupled with his own admission must guide the arbitrator in coming to a decision. Hence he must rule that Camacho's suspension was justified, since his insistence, no matter what his words may have been, brought the issue to a head immediately and occasioned the stoppage.

THE AWARD

The request that J. Refugee Camacho be reinstated by the Company and reimbursed for time lost is herewith denied.

OTTO J. BAAB
ARBITRATOR

November 3, 1945