

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA  
Local Union 1010

Grievance No. 19-F-1  
Appeal No. 308  
Arbitration No. 162

Opinion and Award

Appearances:

For the Company:

Tom Cure, Assistant Superintendent, Labor Relations

For the Union:

Cecil Clifton, International Representative  
Fred A. Gardner, Chairman, Grievance Committee

The Union appeals from the Company's discharge of Frank J. Kark on September 11, 1956, following a suspension on August 23, 1956.

Kark was a Field Force Machinist with 14 years of experience at Inland Steel Company. On August 22, 1956, he was part of a Field Force group assigned to work on a traveling table. The foreman left the site of the job to obtain additional tools. During his absence Raymond Kesilis, a fellow-worker, noticed a rat which ran into an eight-inch pipe approximately twenty feet in length. Kark's interest was aroused because on the previous day his lunch had been stolen by a rat. Grievant and some other employees imprisoned the rat in the pipe by blocking both ends. Kark released acetylene gas into the pipe, and, when it had no effect, another employee introduced oxygen to force the acetylene over toward the rat. Kark asserts that he realized this was dangerous and called upon the other employee to stop. Kark then walked off to find a piece of safety glass through which to watch the rat and after two minutes or so returned with this glass, which he used to replace a piece of cardboard over one end of the pipe. An employee named Oddsen, who is a Pipefitter, then took Kark's lighter from his belt to ignite an acetylene torch with which he approached the pipe. Kark warned him that they had "a bomb" there and not to proceed, turning and running away. When Oddsen was within a foot of the pipe there was a violent explosion. Kesilis' arm was shattered and had to be amputated, and Oddsen was struck in the face by flying particles. Kark had moved out of range and was uninjured.

Kark and Oddsen were discharged. The Union has not challenged Oddsen's discharge, but it questions whether Kark's discharge was merited on the "for cause" ground stipulated in Article IX, Section 1.

The Union argues that the discharge was unwarranted and not for cause because Kark did not himself trigger or set off the explosion and, in fact, sought to prevent it. The Company's position is that Kark's fault is based

upon a series of acts for which he bears initiating responsibility, the disastrous possibilities of which he knew and should have anticipated. It is urged that, together with others, he set in motion forces pregnant with great danger which were clearly contrary to safety rules. He collaborated with Kesilis in blocking off the pipe; he initiated the introduction of the acetylene gas into the pipe; and even after the oxygen was added to the gas mixture, although he remonstrated, he went off, procured the piece of safety glass and returned to participate in the proceedings. This, the Company contends, justifies regarding him as an instigator of the occurrence and establishes his culpability.

Culpability for irresponsible conduct is not necessarily wiped out by remorse setting in before all the damage has been done. If Kark had a livelier comprehension than Kesilies and Oddsen of the danger of their horseplay, as the initiator he had a heavier burden of responsibility of taking effective steps to stop this horseplay. This responsibility he did not discharge. The belated verbal warning he gave was by no means sufficient to serve as an exonerating factor.

It is probably true, as the Union argues, that the terrible injuries suffered by a fellow-worker would serve as a most effective deterrent to Kark in the future, that his contrition could not be greater, and that he would probably be most observant of safety rules henceforth. It is also true that the inflicting of additional punishment on him is hardly needed to add a warning to all other employees against the kind of horseplay engaged in in this instance. It may be added that in discharging grievant the Company has lost a well trained and capable journeyman in whom it has a substantial investment. These are all considerations which Management must be presumed to have taken into account before deciding on the course to follow.

It has elected to discharge Kark. On the facts, it would be most unreasonable to hold that this was without cause, or to insist that some lesser penalty is called for. Management believes it is meeting its responsibility for safety by following this severe course. I cannot impose some other preference on the Company and hold that what it has done is not just under the circumstances.

AWARD

This grievance is denied.

Dated: March 6, 1957

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David L. Cole  
Permanent Arbitrator