

INLAND STEEL COMPANY

- and -

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1010

)  
) Grievance No. 12-F-15  
) Docket No. 189-184-6/10/57  
) Arbitration No. 230  
) Opinion and Award

Appearances:

For the Union:

Cecil Clifton, International Representative  
Fred Gardner, Chairman, Wage Rate & Incentive  
Review Committee  
Joseph Wolanin, Acting Chairman, Grievance Committee  
C. C. Crawford, Grievance Committeeman

For the Company:

W. A. Dillon, Assistant Superintendent,  
Labor Relations  
M. S. Riffle, Divisional Supervisor,  
Labor Relations  
T. Lynott, Foreman, Galvanize Department

On February 18, 1957 a weld parted in the furnace of the No. 2 Line of the Galvanize Department. This resulted in a delay of three hours and forty-eight minutes, the loss of 35 tons of material which might have been produced, and approximately 15 per cent loss in the earnings of the crew working on the equipment.

A Company statement was issued on February 25, 1957 to the grievant, B. Richard, the welder-feeder on the line, disciplining him with one day off (March 8, 1957) and providing as follows:

"On the 4 to 12 turn of February 18, 1957, you worked as Welder-Feeder on #2 Line. Your third weld, 26 gauge to 26 gauge, parted in the furnace. You used the Gary guns (large tips) with a setting of Low 6 and 250# of pressure for this weld. You had been instructed previously on using caution and extra care when using the large tips for light gauge welds. You were also instructed to carry more heat than normal for the gauge being welded

to get the penetration needed for a good weld. These instructions were not carried out.

"This failure to follow specific instructions, plus the evidence of an excessive delay record as welder on #2 Line, clearly shows a lack of initiative and a poor attitude towards your job. Future negligence and evidences of poor workmanship may make you liable to more severe discipline and possible demotion from the Welder-Feeder's job."

On March 18, 1957, claiming violation of Article IV Section 1 (Plant Management) and Article VII Section 2 (Personnel Records), Richard filed a grievance notice requesting that "the reprimand be withdrawn as being unnecessary and pay him for the day lost, March 8, 1957."

The grievant qualified and was assigned as a regular welder-feeder on the #2 galvanize line in November, 1955, some 15 months before the events of February 18, 1957 took place. A new welding unit was installed on January 25, 1957. Some difficulties were experienced with the operation of the new unit, but, according to the Company, prior to February 18, 1957, the last difficulty with the line due to malfunctioning of the welder had occurred on January 28, 1957. There were a number of additional production delays experienced between that date and February 18, 1957, some of which the Union asserts were caused or might have been caused by malfunctioning of the welding equipment. The Company denies this and states that these delays had nothing whatever to do with the condition of the welding equipment. Even assuming that some of such other delays occurring before February 18, 1957 were due to the failure of welding equipment, it was not shown that these failures were of such a character as would explain the unsatisfactory weld for which the grievant was disciplined.

On February 18, 1957 the grievant was called upon to lap-weld light gauge material. Previously he had been given recommended settings for heat and pressure for welding heavy gauge material with "Gary Guns" (large tips) and for light gauge material with "Chicago Guns" (small tips). The small-tipped guns, appropriate for use in connection with his work were out of order on the day in question and with the knowledge of the Assistant Foreman he proceeded to lap-weld the light gauge material with the larger tipped Gary Guns. The record indicates that there were occasions in the past when because of the temporary unavailability of small-tipped guns large-tipped welders were employed on light gauge material. The dates of and the frequency of these occurrences were not known by the Company witness.

The grievant made two successful welds prior to the defective weld. Before executing any of these welds he had tested the equipment on two small pieces of light gauge material and satisfied himself that the weld would hold. He then performed the three welds. The third weld parted in the furnace. When withdrawn only three welding buttons out of approximately 50 were in place.

The Company asserts that the weld was performed in an unworkmanlike and improper manner; that the grievant failed "to follow specific instructions"; that under the circumstances and conditions of work on February 18 he did not sufficiently test or check the sufficiency of the weld; and that the grievant has an excessive delay record as a welder on the #2 line as evidenced by three reprimands and one discipline statement in his personnel file.

The Union position is that if the weld was defective, it was not due to the grievant's fault but to a defect in the equipment or its malfunction. It declares that the grievant violated no specific instructions and operated his equipment according to normal procedures.

The Foreman of the Galvanize Department testified that welders were instructed, when employing Gary or large-tipped guns on the lighter material

"to increase that heat to compensate for the fact that they are on a wider area, and, therefore, we want our charge, our heat charge, \* \* \* to get this same degree of penetration."

In this case, according to the Company, the heat charge was not sufficiently increased in accordance with such instructions; the tap-setting (L-6) and the pressure (250#) were those on the instruction sheet (Union Exhibit 2) for welding 26 gauge material with small-tipped (not large-tipped) guns; and this failure accounted for the insufficiency of the weld. The grievant did not specifically deny that such instructions had been given. He conceded that suggested settings had been communicated for the use of Gary guns on heavy gauge material and for Chicago guns on light gauge material and that "recommendations" (referred to by the Company witness as "instructions") had been given for the use of Gary large-tipped guns on light gauge material. The Union emphasized that a broad area of judgment was reserved to the grievant in these abnormal situations and that it cannot fairly be said that the grievant violated "specific instructions" as alleged and contended for by the Company. At the worst, says the Union, he exercised bad judgment.

The Union's argument has merit as far as it goes. A careful reading of the record did not bring to light the "specific instructions" that the grievant may have violated. The grievant's fault was in the area of judgment, insofar as the performance of the weld itself was concerned. But this does not put an end to the matter. The question persists whether there was such misfeasance of duty or dereliction as to give cause to the discipline.

The grievant was well aware, according to his testimony, that there were special reasons for the exercise of extraordinary care and caution when welding light gauge material with large-tipped guns. Did he, within reason, take all the precautionary steps that he should have taken to assure himself that the weld was properly made and was sound?

As I view the record, the grievant did not take the special precautions required in an abnormal situation, but contented himself with the precautions and care appropriate to a normal situation. First, as to the weld itself, he did not follow the general recommendation of his foreman by stepping up the intensity of the heat when using large-tipped guns on light gauge material. True, his pre-test of the weld (performed in the normal course before executing the first of the three welds on this material) indicated to him that his settings were satisfactory; but this is not a satisfactory excuse for failing to follow the recommendations of the foreman.

I should not conclude that the failure to increase the heat settings, taken by itself, under the circumstances related, would justify the disciplinary action -- particularly in view of the pre-test. However, when considered together with the failure of the grievant to take any other steps, by observation, check and additional testing to determine the soundness of the weld, the decision must be for the Company.

The Company foreman testified that the weld could have been tested by running it from underneath the guns over the table area between the welder mechanism and the #2 pinch roll and prying the buttons on the edge of the strip with a bar or a bench bar; also it could have been tested by the grievant ascending and checking the weld in its passage through the dancer roll assembly where the flexing of the strip would tend to show up weakness characteristics. It was not stated that this testing and checking was normal for normal situations, but, rather, that it was normal for abnormal situations, such as obtained here. The grievant, while not taking direct issue with the foreman on this testimony, indicated that he did not regard such checking as a necessary precautionary measure. However, I am asked to choose as to proper working procedure between the testimony of the foreman who has had many years of experience in the Company with the welding operation on the galvanize line and the testimony of the grievant, who although qualified as a welder-feeder and responsible for his acts in

that job, had occupied it for only 15 months. The choice is between highly qualified testimony of one with long experience and the testimony of one whose performance is the subject of inquiry in this very proceeding. The Union has not challenged the qualifications of the foreman nor has it presented the testimony of any other equally qualified witness to dispute him. The grievanceman from the department testified, but not on this aspect of the case. Under all these circumstances I am constrained to accept the testimony of the foreman as representing the reasonable necessities of the situation for checking and testing after the weld had been made.

The grievant, according to the record, was entirely content to rest upon the results of the test made before he made his first weld. He made no effort, despite the abnormality of the use of Gary guns on light material and the fact that he had failed to follow oral recommendations to step up the heat, to test or observe the strength of the weld after it had been made. In my view this was faulty judgment. He was aware of the amount of damage which could ensue if the weld were faulty.

The personnel record of the grievant discloses that between January 23, 1956 (when he was disciplined with one day off for poor workmanship) and February 18, 1957 the grievant was responsible for delays on the line aggregating 92 minutes and for the rejection of 555 sheets. The events of February 18, 1957 increased the delay time for which the grievant was answerable to a total of 320 minutes. I have no evidence before me to enable me to find, as claimed by the Company, that "the grievant's past delay record greatly exceeds that of the other welder-feeders assigned to the #2 Lines." The Union's objection to that assertion is sound, inasmuch as no similar claim was made in the earlier steps of the grievance procedure or data to that effect produced. Nevertheless, the grievant's record of delay time is not a favorable one.

In view of all of these considerations I find and conclude that the Company had cause to discipline the grievant to the extent that it did. In reaching this conclusion I take no account of the reprimand dated October 12, 1956 which dealt with a failure of performance on the job having no relationship whatever, so far as I could perceive, to the lapses discussed in this opinion.

The Union's criticism of the language of the February 25, 1957 discipline statement has merit. It should be amended as mentioned in the Award.

AWARD

1. The grievance is denied.

2. The Discipline Statement of February 25, 1957 should be amended by eliminating therefrom the word "specific" in the second typed paragraph of the form.

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Peter Seitz,  
Assistant Permanent Arbitrator

Approved:

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David L. Cole,  
Permanent Arbitrator

Dated: December 27, 1957