

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 1010

)
) Grievance No. 10-F-24
) Docket No. IH 290-283-4/9/58
) Arbitration No. 264
) Opinion and Award

Appearances:

For the Company:

L. E. Davidson, Assistant Superintendent, Labor Relations
R. Ayres, Divisional Supervisor, Labor Relations
G. Haller, General Foreman, Plant #1 Mills

For the Union:

Cecil Clifton, International Representative
Fred Gardner, Chairman, Grievance Committee
Joseph Wolanin, Acting Chairman, Grievance Committee
William Bennett, Grievance Committeeman

Joseph E. Hite, the grievant, was notified by letter dated February 19, 1958 that he had been suspended for five days and was subject to discharge. The letter of the Company recited

"This action is being taken because on February 18, 1958, while working as a Scarfing Dock Hooker, you refused to follow directions of your supervisors to perform a reasonable work assignment. In addition, your overall unsatisfactory work record was a contributory factor in this decision."

A hearing took place on February 21, 1958 pursuant to request and the provisions of Article IX, Section 1 of the Agreement. On February 25, 1958, Hite was informed by letter that investigation following the hearing

"fails to disclose any circumstance that would justify our altering the decision of the Department Superintendent. Consequently we can reach no other decision but that your decision must conclude in discharge."

Hite's grievance notice, dated February 27, 1958 alleges that the discharge is unwarranted in light of all the circumstances. He requests that the discharge action be revoked, that he be returned to employment and receive full pay for time lost.

Hite's employment with the Company started on August 12, 1948 as Sweeper and Scale Man under Rolls in the 36" Mill. His subsequent employment history was marked by four advancements, four reductions in job status for cause and one transfer. Starting with 1949 he received a considerable number of reprimands, warning letters and discipline statements which were presented as exhibits at the hearing. These documents fall into the following categories:

Poor Work performance: Reprimands on

May 31, 1959, July 7, 1959, March 20, 1950,
August 21, 1950, December 12, 1952, July 28, 1953,
December 8, 1954, January 11, 1956, December 4,
1956, May 14, 1957

Poor work performance and tardiness: Reprimands on

February 6, 1950, January 12, 1951

Poor work performance and absenteeism: Discipline

statement on October 2, 1950 (demoted)

Poor work performance: Demotion letter on January 9, 1953

Poor work performance: Warning letter on

December 10, 1953, April 30, 1954, May 28, 1954,
November 8, 1954, November 12, 1954, March 20, 1956

Poor work performance: Discipline Statement on

August 17, 1954 (Demoted)

Absenteeism: Warning letter on

October 28, 1950, April 5, 1951, October 11, 1957

Absenteeism: Discipline Letter (10 days off) on July 5, 1957

Sleeping on Job: Discipline Letter (balance of turn off)

April 5, 1951, March 28, 1952

Sleeping on Job and Tardiness: Discipline Statement

(3 turns off) April 21, 1951

Safety Warning: (Threw stones at crane cab and broke window) September 10, 1952

Left job early: Warning letter November 23, 1954

Tardiness and Absenteeism: Warning Letter February 7, 1955

Tardiness and Absenteeism: Discipline Statements

March 24, 1955 (one day off), August 26, 1955
(three days off), March 7, 1956 (five days off)

Carelessness: Warning January 28, 1958

On February 18, 1958 Hite was scheduled to work as a Conditioning Dock Hooker on the 12 - 8 turn in the Plant #1 Mills Conditioning Dock. He had worked in this occupation at this location on six previous occasions in January and February, 1958 and, presumably, was acquainted with the work procedures and duties. One of such duties is expressed in the applicable job description as

"Performs necessary hooking and turning duties in conditioning dock area, using chain slings, wrenches or turning bar, etc."

This has reference to the turning of billets of various weights, resting on rails, in order that they might be scarfed on all sides. On the day in question a skid of 91 billets, each weighing 1744 pounds awaited turning. Two other Hookers on the crew each turned 30 billets, working separately. Hite refused to turn his share of the billets without the aid of a co-worker on the other end of each billet, claiming that the work was too heavy. It was explained that two hookers as a crew are assigned to the turning of billets weighing 1814 pounds or more, but that individual employees turn billets weighing 1744 pounds and that this had been the practice for years without previous protest. Hite, unsatisfied with the foreman's explanation, took up his problem with the mill foreman who informed him that the assignment was a reasonable one and if he refused to perform it he should go home. Hite elected to leave the plant.

The billets are turned with specially designed wrenches which wrap around the end of the billets. There is a distance of five feet from the fulcrum to the point of application of the energy. The Company estimates that the force applied by the Hooker to turn a 1744 pound billet is less than five percent of its weight. Billets of 1814 pounds and up to 2000 pounds are turned by a team of two Hookers; billets in excess of 2000 pounds are generally turned by an overhead crane.

According to the Company witness, the foreman on the job, he previously had difficulty in getting Hite to do his share of the work and his fellow employees complained of this. On February 18, 1958 after the other two Hookers had each, unassisted, turned 30 billets, the foreman had to seek out the grievant who then insisted on help stating "They are too heavy for me". The foreman also testified that in his opinion not more than eight hours are required to learn how to turn billets.

The Union claims that the discharge was based primarily on Hite's past record and not the events of February 18, 1958; also that Hite's inability to perform such heavy work was known to the Company because on a previous occasion he had asked for help in turning billets and it was made available to him.

The Company answers that the decision to discharge was based upon Hite's refusal to perform a reasonable assignment, and that its conclusions that he is not a responsible and reliable employee are amply supported by his personnel record. It states that that record demonstrates a pattern of undependability, borne out by his conduct on February 18, 1958 which furnish good and just cause for severing him from employment.

With respect to the assistance previously given to Hite in the turning of billets, the Company observes that this was done as a matter of grace after the other Hookers, without assistance had done their share of the work and in no way justified the grievant in any expectation he entertained that this would be the normal work procedure.

The Union refers to the grievant's slight build as justifying his claim that the work was too heavy for him to perform independently. He is five feet eleven inches in height and weighs 142 pounds. The two other Hookers are said to be five feet six inches and five feet seven inches in height and to weight 133 pounds and 144 pounds respectively.

The principal factual issue, testified to and argued at considerable length at the hearing was whether the work of turning billets weighing 1744 pounds was too heavy reasonably to require one of Hite's physique to perform without assistance. This issue was impossible to resolve on the basis of the opinion

evidence presented. In view of the importance of the decision on his grievance to Hite, the Arbitrator, accompanied by Company and Union representatives, repaired to the plant where billets of 1744 pounds were placed on the conditioning dock for turning. The Arbitrator was instructed in the use of the turning wrench, or bar and then turned in excess of six billets himself. After making allowances for differences in physical stature and taking into consideration the fact that the grievant, although not an old hand at the job, had been exposed to it sufficiently to acquire some skill and efficiency therein which the Arbitrator does not have, the finding is made here that the task was not too heavy for Hite to perform.

I conclude, on the basis of the whole record that the Company had cause to discharge the grievant.

In this case it was alleged that the Grievance Committeeman was not afforded an opportunity, when he sought it, to investigate the events of February 18, 1958. The record is less than clear on what actually occurred when the request was turned down and, possibly, there was some misunderstanding that had taken place which has since been corrected as a matter of policy. It need hardly be pointed out that, especially in discipline and discharge cases, it is essential that the Union be afforded the earliest possible opportunity to investigate the facts consistent with the needs of continued production. In this case the request to investigate seems not to have been renewed, although ample opportunity in point of time was available to do so. In any event, it does not appear that the grievant, here, was prejudiced by any misunderstanding that occurred.

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: June 30, 1958