

In the Matter of Arbitration
Between:

INLAND STEEL COMPANY

-and-

UNITED STEELWORKERS OF AMERICA,
Local Union 1010

Arbitration Award No. 388

Grievance No. 18-F-41

Appeal No. 133

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. William A. Dillon, Assistant Superintendent,
Labor Relations Department
Mr. R. J. Stanton, Assistant Superintendent,
Labor Relations Department
Mr. H. S. Onoda, Labor Relations Representative,
Labor Relations Department
Mr. A. T. Anderson, Division Supervisor,
Labor Relations Department
Mr. E. A. Gatewood, General Foreman,
No. 3 Open Hearth
Mr. W. E. Lewis, General Foreman,
Locomotive Shop, Mechanical Department
Mr. C. A. Wilder, Mould Yard Foreman,
No. 3 Open Hearth
Mr. H. J. Baker, Engineer & Equipment,
Mechanical Department Foreman

For the Union:

Mr. Cecil Clifton, International Representative
Mr. Al Garza, Secretary of Grievance Committee
Mr. Clarence Bullock, Grievance Committeeman
Mr. M. Connelly, Witness
Mr. J. H. Herrera, Witness
Mr. J. K. Mathis, Witness
Mr. F. H. Hinostroza, Witness
Mr. L. M. Mitchell, Aggrieved

STATEMENT

A hearing was held in Gary, Indiana, on November 18, 1960

THE ISSUE

The Grievance Reads:

"The aggrieved states that Register Letter No. 217771 is unjust and unwarranted and that it is a prefabrication of facts, arbitrarily sustained to discredit him. Letter No. 217771 be removed from the personnel record of L. Mitchell, #8664, and all monies lost by action of said letter be paid."

DISCUSSION AND DECISION

The issue in this case involves a very simple factual question. Did the Grievant knowingly violate the rule that he must be able to visually see his relief Locomotive Engineer before he leaves the immediate area of the engine? The Grievant, as well as all of the Union witnesses, conceded that they have full knowledge of the existence of such a rule. The Grievant stated in effect "I am supposed to relieve at the Engine "in the open hearth area. Mr. Mathis testified that he did not leave until he could visually see his relief Locomotive Engineer. He indicated that there might be a n exception because of a personal emergency. In such a situation he would then advise the Conductor. He indicated that there were times when it was known that no moves were to be made and he would then leave with the permission of his Conductor. It is noted inthis particular case that the Grievant did not claim that he left with the authorization of a person who had authority to give such

permission. It is noted that Mr. Herrera in explaining why Mr. Wilder may not have seen him in the Pit Office stated that there was a "critical point," indicating that there then was an emergency situation. It is difficult to find in this case that the Grievant properly assumed there were no further moves to be made in view of the evidence that he had been making preparatory moves to what was this final move signaled by the Conductor. The Company presented the testimony of Mr. Wilder, who stated that he saw the Conductor signal the Grievant. The Conductor did not appear as a witness.

It is not necessary to resolve the question as to whether the Grievant actually did receive a radio message from another bargaining unit employee that his relief was there. Even if such were the case, the Grievant knew that he had no right to leave the immediate area of his engine until he visually saw his relief. The Grievant in this case concedes that he did not see his relief until he had walked a considerable distance from the engine.

It is entirely probable if the Grievant had not initially stated to Supervision that he was refusing to work overtime that this penalty might not have been invoked. The Arbitrator, however, is required to find that he knowingly and wilfully committed a violation of the rule. The record clearly shows that there was a "critical point" reached in the operations and he must have known that if the heat is held too long that because the pouring platform area is wet

and damp, serious injuries to fellow employees and damage to equipment could have resulted, including the possibility of an explosion.

AWARD

The Grievance is denied.

A handwritten signature in cursive script, appearing to read "Peter M. Kelliher", is written over a horizontal line.

Peter M. Kelliher
Arbitrator

Dated at Chicago, Illinois

This 6th day of January, 1961