

In the Matter of Arbitration Between:

INLAND STEEL COMPANY  
- and -  
UNITED STEELWORKERS OF AMERICA,  
Local Union 1010

472  
ARBITRATION AWARD NO. ~~473~~

Grievance No. 16-G-26  
Appeal No. 462

PETER M. KELLIHER  
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Dept.  
R. L. Williams, General Mechanical Foreman, Nos. 1 and 2  
Cold Strip Department  
G. Leu, Foreman, Nos. 1 and 2 Cold Strip Department  
G. Borbely, Divisional Supervisor, Labor Relations Department  
H. S. Onoda, Labor Relations Representative, Labor Relations  
Department

For the Union:

Cecil Clifton, International Representative  
Al Garza, Secretary of Grievance Committee  
C. Gregory, Aggrieved  
Ted Rogus, Griever  
E. Gregory, Witness  
R. Perry, Witness

STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana, on  
January 10, 1962.

THE ISSUE

The grievance reads:

"Aggrieved, C. Gregory, #14204, alleges that the  
reprimand statement issued on May 25, 1960, is  
inaccurate, unwarranted, and unjust in the light  
of all the circumstances.

Aggrieved requests reprimand statement be withdrawn  
from his record."

## DISCUSSION AND DECISION

On May 23, 1960, Mr. Williams, the General Foreman, called Mr. Gregory into his office. The record would indicate that Mr. Williams had received complaints with reference to the incidents of March 18 and March 26, 1960, from Mr. Leu, the Turn Foreman, possibly sometime in March. He took no action at that time to call Mr. Gregory into the office. It was during a conversation of about May 23rd with Mr. Wilmot with reference to vacation replacements that Mr. Williams determined that he would call in Mr. Gregory because of certain statements that Mr. Wilmot made as to Gregory's work performance. Mr. Williams testified that when he first called Mr. Gregory in on May 23, he was speaking to him generally, but that Mr. Gregory did not appear to understand and that he then cited the instances of March 18 and March 26, by way of illustration. He testified that Mr. Gregory did not appear to want to talk and that he then told Mr. Gregory that he was going to make this part of his record "because you are not developing as you should". He used the items of March 18 and 26 "only as illustrations". Mr. Williams stated that the May 25 "reprimand" letter was intended to be "just a memorandum of the meeting". The General Foreman emphasized that he was only attempting to get across to Mr. Gregory the need for improvement and dependability.

Mr. Gregory testified that in the meeting of May 23 that he told the General Foreman after he heard certain charges, that "there are discrepancies there". He testified, however, that he "admitted nothing". It is his claim that he did very little talking in this meeting because of the fear that he had that he might lose his temper. He testified that he did not have an adequate opportunity to state his position because the General Foreman was "interrupting" him and constantly pointing to the "written report" when he attempted to make statements. The testimony is conflicting as to whether Mr. Rogus, the Grievance Committeeman, made any admissions as to the correctness of Item 1 relating to the March 26 incident in his discussions with the General Foreman. Mr. Rogus denies this and states that he pointed out an inherent inconsistency in this item wherein it is stated that the Grievant did not perform "any work towards continuing or completing the scrap knife change", while at the same time the statement is made that he performed only the with reference to holding the Allen wrench which could be considered a contribution to the knife change.

This Arbitrator must find that there would be no useful purpose in discussing the incident of March 18, 1960. There is no question that the Company did withdraw this item from the reprimand because it was "factually inaccurate". The Arbitrator believes that it is regrettable that the Parties did not discuss Item 1 more fully during

the grievance procedure. If a full disclosure had been made by both Parties, it well may be that this grievance could have been settled. Foreman Leu presented no specific testimony as to his observations of the incident of March 26, 1960. Mr. Leu did testify that with reference to the incident of March 26 that he did not say anything of "censure" to Mr. Gregory. The Grievant testified that when the First Class Millwright was called away that he assumed the role of the First Class Millwright. In changing Shear Knives, it is necessary to go for shims. A roll and an oiler must be removed. This is heavy work and unwieldy. It is necessary to put down a board platform and to shim up. He testified that he went to get the shims because he was then assuming the work of the First Class Millwright who had temporarily left. The Foreman said nothing to him with reference to his work performance that evening. The Grievant stated that it was his experience that the First Class Millwright has held the Allen wrench in the head of the bolts, while the Third Class Man tightens the nuts. In summary, Mr. Gregory stated that on the evening of March 26 he did what he believed a First Class Millwright should do. Mr. Perry, a Union witness, testified that although Mr. Gregory is sometimes "uncertain" as compared to a man who works regularly on the team that he did exercise initiative and held up his part of the work when they served together in the crew.

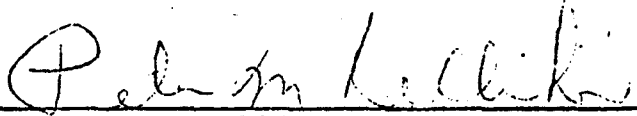
The Arbitrator must find that the Company has failed to sustain the burden of proof to show that the allegations made under Item 1 relative to the March 26 incident were factual. It is believed significant in this case that Foreman Leu failed to make any statement to the Grievant on the evening of March 26 that he was not performing the work properly. The Company made no showing that the Grievant had any reason to believe that he was not satisfactorily performing the work of a Second Class Millwright until approximately two months later on May 23, when he was called into the General Foreman's office. Mr. Gregory was then under a severe handicap during the discussions with the General Foreman as to his memory of the events that occurred on a night shift approximately two months previously. The record would indicate some probability that the General Foreman was merely attempting to talk to the Grievant and to "straighten him out" and did not initially intend to bring about a situation where a written reprimand would be placed in the Grievant's personnel file.

The consequence of placing this written reprimand in the personnel file would be that for a second violation, a disciplinary letter would be issued wherein the employee would be punished for improper workmanship by receiving time off or being denied promotion. (Co. Br. Page 5). Where an employee is being reprimanded,

some reference should be made to specific factual incidents and not to general conclusions without reference to dates or events.

AWARD

The grievance is sustained. The reprimand of May 26, 1960, as revised on June 16, 1960, shall be removed from the personnel file of Mr. Charles Gregory.



Peter M. Kelliher

Dated at Chicago, Illinois  
this 22nd day of February 1962.