

In the Matter of Arbitration Between:

INLAND STEEL COMPANY

- and -

UNITED STEELWORKERS OF AMERICA,
AFL-CIO, Local Union No. 1010

ARBITRATION AWARD NO. 551

Grievance No. 16-H-53
Appeal No. 1151

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. R. H. Ayres, Assistant Superintendent, Labor Relations
Mr. R. J. Stanton, Assistant Superintendent, Labor Relations
Mr. T. C. Granack, Divisional Supervisor, Labor Relations
Mr. R. L. Williams, General Mechanical Foreman
Mr. M. Williams, Turn Foreman Mechanical
Mr. G. Zelanik, Turn Foreman Mechanical
Mr. J. Knapik, Turn Foreman Mechanical
Mr. P. Miller, Turn Foreman Mechanical

For the Union:

Mr. Peter Calacci, International Staff Representative
Mr. Al Garza, Chairman, Grievance Committee
Mr. Ted Rogus, Grievance Committeeman
Mr. Ken Carpenter, Aggrieved
Mr. William Rippey, Witness

STATEMENT

Pursuant to proper notice a hearing was held in GARY, INDIANA,
on August 7, 1963.

THE ISSUE

The grievance reads:

"Aggrieved, K. Carpenter, #14387, alleges he has been unjustly suspended and discharged and that his discharge is in violation of the Collective Bargaining Agreement. Aggrieved has not been notified (to date) of an alleged bad record, recorded in his personnel file. Discipline Statement makes all sorts of general allegations of aggrieved's conduct, behavior, etc., but no written letters were issued to aggrieved so that he could have availed himself

of the Collective Bargaining Agreement to dispute these allegations.

In Award No. 472, the Arbitrator has made repeated references as to what "Burden of Proof" the Company must show in cases of this type. This the Company has failed to adhere to.

The Union and the aggrieved find it very hard to dispute any of the general allegations because of having no knowledge of same, prior to the suspension hearing. Aggrieved feels this is a gross injustice and a realization and goal of his supervisors to discharge him that has been planned for some time."

The relief sought reads:

- "1. Reinstate aggrieved with full seniority rights.
2. Pay aggrieved all moneys lost.
3. Cease the discriminatory tactics employed by management towards aggrieved."

DISCUSSION AND DECISION

The principal issue in this case is whether the Grievant, Mr. Carpenter, did refuse to obey an order of his Foreman. The Union asserts that the directions given to the Aggrieved were "very vague". The Grievant's Foreman, Mr. Mike Williams, testified that Millwright Perry asked him to send a Welder down. He then met Mr. Carpenter and told him "go to the Pickle House". Mr. Carpenter then asked, "What have you got?". The Foreman states that he replied "welding". The Grievant then procured his welding equipment and came to the office. According to the Foreman he then stated, "I want you to take me there and show me what you want done". The Foreman then replied, "Go there and the Millwright will show you what to do". Mr. Carpenter then replied in substance, "The Millwright doesn't tell me what to do". Mr. Carpenter indicated he would wait outside the office until Foreman Williams made up his mind to take him there. The Foreman then went out and again told the Grievant to go to the Pickle House. Mr. Carpenter refused to go unless the Foreman accompany him a distance of approximately 360 feet and "show him". It is the Foreman's testimony that the Grievant refused five different times to comply with the order. When he refused to go home, it was necessary to call Plant Protection to escort him out of the Mill. The Foreman testified that he customarily tells Welders to "go to the Pickle House" and they understand that they are to go to the area near the work bench or table. This is the marshalling point for the Millwrights and they are always at this

table doing repair work. The Machine is there. No further directions are given unless there is a breakdown and then the Foreman will specify the precise location of the breakdown. It is also understood that "to go down there" means to go to the Pickle House. No other Welder has made a request under similar circumstances that he be escorted to the Pickle House. The Millwright was not being asked to direct the Welder, but only to tell him the work to be done. No other employees have ever refused to accept this type of a direction. Millwrights and Welders do work together and First Class Millwrights customarily point out the job of welding to be done. It is the testimony of Foreman Williams that Millwrights usually go and get the Welder and they also state come "to the Pickle House". The Foreman testified that at no time did the Grievant ask him "Where in the Pickle House do you want me to go?". The Foreman also stated that there have been many prior occasions when he has simply told the Grievant "go to the Pickle House" and the Grievant made no demand that the specific job be pointed out and that he be lined up for the work.

Mr. Rippey, a Third Class Millwright was present in the office and heard part of this conversation. Mr. Rippey was called as a witness and testified that he heard the Foreman state "go over there and the Millwright will tell you what to do". The Grievant then replied that the Millwright was not his Foreman and that he would "go over there when the Foreman was ready to line him up." Mr. Rippey stated that he understood that the assignment would be at the Pickle House because Mr. Williams was the Foreman there. At no point in his testimony did Mr. Rippey indicate that the Grievant asked "Where in the Pickle House?". Mr. Rippey as a Millwright Third Class was frequently sent to tell Welders to come to the Pickle House. He indicated that he probably also talked to Mr. Carpenter, but he could not remember the specific job. He also stated that Mr. Carpenter had stated that he would go if the Foreman would show him what to do. It was Mr. Rippey's answer that if he were a Maintenance Man and were told to go to the Pickle House he would then go to the work bench. He testified that Millwrights as fellow workers do tell Welders what jobs they are involved in.

Mr. Carpenter testified that Foreman Williams approached him and said, "I got a job for you". Mr. Carpenter states that he then asked, "What have you got?" and the Foreman replied "welding". The Grievant then indicated that he went to get his helmet and gloves. Later in the office the Foreman told him that the Millwright would tell him what to do. The Grievant stated that at that point he replied, "You are my Foreman; when you make up your mind what you want me to do, I will go to work". He indicated that he had never had any words or difference of opinion with this Foreman.

In analyzing the record in this case the Arbitrator must observe that the Grievant has been a Welder in this area for a number of years. He did not specifically refute the testimony of the Turn Foreman and Mr. Rippey that Millwrights frequently ask Welders to come to the Pickle House. He also did not refute the statement made by Mr. Rippey that Millwrights tell Welders what jobs they are involved in. If Mr. Rippey would understand that the direction "go to the Pickle House" means to go to the work bench area, certainly the Grievant should have likewise understood this. The Foreman was not asking that the Millwright direct the Grievant in his work performance. These two classes of employees work closely together and the clear weight of the evidence is that Millwrights customarily tell Welders what jobs are involved.

The Minutes of the Third Step Meeting show that at the suspension discharge hearing Mr. Rippey stated that Mr. Carpenter indicated that he would go "only if Williams went with him". Mr. Rippey was not called as a witness in the third or fourth step meetings to refute this statement allegedly made by him at the suspension hearing. These minutes were sent to the Union and they were not challenged as to their accuracy. The Arbitrator must find that the Grievant did understand that he was to go to the work bench area of the Pickle House. Since no breakdown was involved, this was where he would ordinarily perform repair work. As a Welder he is required to work with Maintenance Men to fit and weld fabricated structures. Based upon Mr. Rippey's testimony, it is customary for Millwrights to point out the welding work to be done. Mr. Carpenter had accepted this same type of direction on many prior occasions when Millwrights and this Foreman had requested that he go to the Pickle House.

In Arbitration Award No. 226, the Arbitrator did state:

"Violations of Company rules which are remote, in point of time, are generally of less relevance than recent occurrences except to the extent that they indicate an attitude, a course of conduct, or a pattern of behavior which bears a relationship to the incident involved in the dispute."

An examination of the 19 notations in the personnel file of the Grievant indicates at least nine instances where the Grievant either refused to perform a work assignment, refused to start work, or left his job before completing an assignment. Specific testimony was adduced to verify the statements made in the VODG's. Many other employees have been discharged for similar offenses. The Grievant is one of the few employees who was, in effect, given a second chance. Arbitration Award No. 230 cannot be considered a "not guilty finding". The Grievant was there given

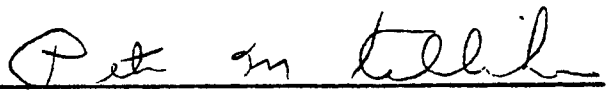
what amounted to a four (4) month disciplinary layoff. Arbitrator Cole indicated that the long suspension which his conduct warranted should serve as a "warning to him". He was to be put "on notice" that he could expect "severe discipline" including the possibility of discharge for future violations of this type. He did not undergo a personal transformation following that Award which was rendered on October 29, 1958. Within a few months after his reinstatement, i.e., on March 20, 1959, he received a five (5) day disciplinary suspension for leaving the job assignment before "proper relief during an emergency period." This discipline was not removed from his record. Although the Grievant failed on numerous occasions following that period to correct his habit pattern of a reluctance to accept and complete work assignments as directed, the Company instead of issuing reprimands and suspensions did attempt to retain the Grievant in its employ by verbal discussions with him. The VODG's noting these instances served merely as a record of the Foreman. In this case, however, they are supported by direct testimony. As this Arbitrator has stated in a prior Arbitration Award No. 476:

"The discharge of long service employees is not sustained in the absence of a showing of a flagrant violation or a long history of repeated violations and discipline which show that the probability does not exist that the employee's conduct can be corrected by any form of discipline short of discharge. There must be a terminal point. An examination of the full record of the Grievant, giving greater weight to the more recent events, shows that the discharge penalty is here warranted."

Regretfully, this Arbitrator must find that in this case the "terminal point" has been reached. The Grievant has demonstrated that his conduct cannot be corrected by any form of discipline short of discharge.

AWARD

The grievance is denied.


Peter M. Kelliher

Dated at Chicago, Illinois
this 27th day of September 1963.