In the matter of Arbitration

Between

Inland Steel Company

and

United Steelworkers of America
Local 1010

Grievance No. 21-L-1
Appeal No. 1196
Award No. 603

Appearances:

For the Company

T. J. Peters, Arbitration Coordinator, Labor Relations
R. H. Ayres, Assistant Director, Industrial Relations
J. L. Federoff, Assistant Superintendent, Labor Relations
T. L. Kinach, Senior Labor Relations Representative
G. H. Applegate, Jr., Senior Labor Relations Representative
W. P. Boehler, Labor Relations Representative
R. Stout, Quality Control Shops Foreman, Metallurgical Department
J. MacRae, Supervising Metallurgist, Metallurgical Department

For the Union

Theodore J. Rogus, Staff Representative
Jesse Arrendondo, President, Local 1010
Alexander W. Bailey, Chairman, Grievance Committee
Gavino Galvan, Secretary, Grievance Committee
Donald Lutes, Aggrieved and Grievance Committeeman

In this grievance the union questions whether the Company had good cause for disciplining the grievant, Donald Lutes, for allegedly refusing to observe the orders of his supervisor to return to work on Thursday, July 29, 1971. The disciplinary penalty was a five-day suspension. The grievant asks that the discipline statement of August 4, 1971 be removed from grievant's personnel file as unjust and unwarranted and that he be reimbursed for lost pay.

Grievant is the grievance committeeman in Area No. 21, which includes the Quality Control Center. After notifying supervision several times between 9:30 a.m. and 12:00 noon that there was a lack of food in the ARA vending machines in the Quality Control Center, at 12:50 p.m. he told one of his supervisors that he was going to leave the plant. He was directed repeatedly not to do so but to return to his work station. He ignored these orders and left.

Grievant had started work at 9:00 a.m. Some employees told him the vending machines had little or no food in them. He complained about this to one of the supervisors. A telephone call was placed to the ARA which operates the vending machines, and the word was that the condition would be rectified. When the machines remained unserviced, grievant complained again, noting that the salaried employees were sending out for food. The Assistant Superintendent told grievant to gather orders from the bargaining unit employees for food to be brought in, saying that the bus driver would take care of procuring the food. At 12 o'clock an ARA man was seen at the vending machines, and thinking that he was stocking them with food, grievant was told to discontinue taking orders. It developed, however, that the ARA service man was merely removing money and not stocking the machines.

At 12:50 p.m. grievant, accompanied by two other employees, announced that he was hungry and was leaving the plant. Supervision had again phoned ARA and had been promised food service. It also appears that there were a number of cans of soup and other items in the can machine at the time, although the sandwich machine was empty or practically so. The supervisor, as stated, ordered grievant not to leave the plant but to return to work. He ignored these instructions, and he and one other employee left.

At 1:30 p.m. the food machines were refilled by ARA, but grievant did not return. The discipline statement mentions the fact that grievant had previously been warned by letters of reprimand and discipline that insubordinate conduct would not be tolerated, and he was penalized by the loss of five working turns together with the balance of the turn on July 29th. The previous letters referred to were those relating to grievant's behavior on May 28, 1971 and June 16, 1971, the incidents leading to those being the subject of grievances which are being ruled on in Award Nos. 601 and 602 also issued today.

Grievant principally relies on Article 21, Section 2 of the Agreement in justifying his disobediance of the orders of his supervisor. This provides:

> "Section 2. In-Plant Feeding. Reasonable provisions in the opinion of the Company shall be made for in-plant feeding. The Lunch Committee of the Local Union shall have the right to advise and consult with the Superintendent of Labor Relations concerning the provisions for and maintenance of such service."

It is difficult to see how grievant could have argued that the Company had not made reasonable provisions for feeding the employees in the Quality Control Center. It not only had a regular arrangement for vending machine food supplies, but on the day in question its supervisors at least three times called ARA for service and were promised the machines would be refilled by lunch time. When this became doubtful shortly before noon steps were taken to take orders to have food obtained outside and brought in. This was countermanded only when it appeared the ARA serviceman was restocking the machines. Company's telephone complaints resulted in the restocking of the machines by 1:30 p.m. This was indeed later than it should have been. The turn had started at 9:00 a.m. When grievant learned

the 12 o'clock visit of the ARA serviceman at the machines was not for the purpose of restocking them with food, he could readily have asked that he be permitted to continue procuring orders for food to be brought in from the outside. Management itself had suggested this course earlier, and there is little doubt this plan could have been reinstated.

In any event, one can not fairly say that the Company was so flagrantly ignoring its obligation under the above-quoted In-Plant Feeding contract provision as to justify grievant in disobeying management instructions and leaving the plant. Under the prevailing circumstances management was trying to make reasonable provisions to provide food, and one is constrained to say it was not only reasonable in the Company's opinion, as the contract requires, but reasonable to an objective third party as well.

Two days later the collective bargaining agreement was to expire. There was a good deal of talk about a strike. Grievant testified he wanted the employees not to lose any time or pay before the threatened strike started, and that he wanted no upheaval in the department. Yet he himself left in protest. Only one other employee left with him. All others remained, and, as stated, there was some food in the can machine, and there was replenishment within 30 or 40 minutes after grievant left. Grievant's conduct hardly squared with what he said was his desire or intention.

His explanation of his conduct is not convincing. The Company had good cause for disciplining him.

The five-day disciplinary penalty imposed by the Company was based on the fact that grievant was also disciplined for insubordination incidents on May 28 and June 16, 1971, these penalties being one day and three days respectively. Grievances have been heard as to these occurrences, and awards are being issued today. The grievance over the Company's action with respect to the June 16 incident is being sustained in Award No. 601 and the penalty set aside. This makes grievant's conduct on July 29, the subject of the instant award, his second rather than his third offense. For this reason the five-day portion of the penalty is being reduced to three days.

AWARD

This grievance is denied. The five-day portion of the disciplinary suspension imposed on grievant by the Company shall be reduced to three days.

Dated: June 8, 1972

David L. Cole, Permanent Arbitrator

The chronology of this grievance is as follows:

Oral Discussion (Foreman)	8-5-71
Oral Discussion (Superintendent)	8-10-71
Grievance Filed	8-19-71
Step 2A Answer	8-25-71
Third Step Appeal	8-27-71
Third Step Hearing	12-8-71
Third Step Minutes	1-28-72
Appeal to Step 4	2-1-72
Step 4 Hearing	2-10-72
Appeal to Arbitration	3-3-72