David A. Dilts
Arbitrator
4505 Redstone Court
Fort Wayne, IN 46835
(260) 486-8225

May 27, 2019

Michael P. Young
United Steelworkers
1301 Texas St., Second Floor, Room 206
Gary, IN 46402

Christopher M. Melnyczeuka
ArcelorMittal
3210 Watling Street
East Chicago, IN 46312-1716

Re: Antonio Napules discharge, grievance # 4AA0026

Dear Representatives:

Enclosed please find this Arbitrator's award and bill in the above captioned matter. Please forward the bill to the appropriate authority for prompt payment.

Should either party object to the submission of this award to BNA or CCH for publication please inform me within thirty calendar days. I am indifferent concerning publication.

Again, thank you for the professional manner in which you represented your respective clients.

Very truly yours,

David A. Dilts
Arbitrator

encl.

cc: Nick Pappas
Darrell Reed

ARBITRATOR'S AWARD

In the Matter of the Arbitration
Between

ArcelorMittal USA,
Indiana Harbor Works, East Chicago, Indiana

and

Antonio Napules, an individual Grievant represented by
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union,
and it Local Union # 1010

Grievance # 4-AA-0026

May 27, 2019

David A. Dilts
Arbitrator

APPEARANCES:

For the Company:

Christopher M. Melnyezenko, Arbitration Advocate

For the Union:

Michael P. Young, USW Staff Representative

Hearings in the above cited matter were conducted at the Offices of ArcelorMittal's Indiana Harbor operations at 3210 Watling Street, East Chicago, Indiana on Tuesday, May 21, 2019. The parties stipulated that the present case is properly before the Arbitrator pursuant to Article Five, Section I of their 2015 Collective Bargaining Agreement. The record in this case was closed upon the completion of the hearings on Tuesday, May 21. 2019.

ISSUE

Was Antonio Napules (herein the Grievant) discharged for just cause? If not, what shall be the remedy?

INTRODUCTION

The Grievant was first employed by the Company on July 6, 1999. At the time of his discharge the Grievant was working as a Caster Withdrawal Operator on the continuous caster in the Number 4 Steel Producing Department. The Grievant was suspended for five days beginning September 27, 2018 pending discharge for violation of Rule 2 P (Company exhibits 1 and 2). That suspension was subsequently converted to discharge on October 3, 2018 (Company exhibit 10). The Union filed a timely grievance at Step 2 which was subsequently denied at Step 3 (Joint exhibit 3). The matter was then appealed to arbitration and is timely and procedurally proerly before the Arbitrator.

Company rule 2 P provides that an employee may be disciplined, up to and including discharge, (Company exhibit 2, p. 4) for:

> P. Neglect or carelessness in the performance of duties assigned or in the use of Company property.

The events which resulted in this discharge occurred on September 17, 2018 (Company

exhibit 11). The record shows that another bargaining unit employee, working in the area above where the Grievant worked, informed management that a dummy bar head was sent up with loose spacer plates. The Company claims that both Mr. Davis and Mr. Reyna spoke with the Grievant. There was an Event Report prepared concerning the incident (Company exhibit 11), aan individual named Smith signed that report as the Company official who conducted the investigation. Neither Mr. Davis nor Mr. Smith were called to testify during the arbitration hearing.

Mr. Reyna, the Senior Turn Supervisor, signed the Event Report on the line identified as STS on the Event Report and was called to testify. His testimony was that he observed the spacer plates being twisted and loose from approximately eight feet away. He also testified that he did no further investigation.

The Union has not seriously challenged the facts in this case through the grievance procedure or at hearing. Therefore, the facts are not in substantial dispute. What the Union does challenge is whether there was a fair and objective investigation conducted and whether the penalty assessed was fair and reasonable. The Union alleges that there are due process issues which make this discharge faulty.

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COMPANY'S POSITION

The Company asserts that the Grievant was discharged for cause for his violation of Rule 2 P when he neglected his duties by sending a dummy bar up with loose spacers on the head. The record shows the potential for damage to Company equipment and product (and potentially workers) if the plates are not properly tightened on the dummy bar head (these facts are not disputed). It is the Company position that this is a serious matter worthy of discharge.

The record shows that the Grievant had 17 years of experience on this particular job and had extensive training (Joint exhibit 3, pp. 1-6). The employee on the caster noticed that the spacers were lose and stepped-in. The result of the Grievant's carelessness and neglect was a 95-minute delay in production costing over $180,000. However, the potential for damage to equipment, injury to workers and lost production was far more.

Mr. Davis asked the Grievant about his training for the job to which he was assigned. The Grievant confirmed that he had been trained as an operator repairman and the Grievant confirmed he had. The Grievant was then asked if he had been trained on measuring head sizes and bolt sizes, and the Grievant acknowledged training on measuring head, but denied any training on measuring bolts. (Joint exhibit 3, p. 3, third paragraph).

The Union has tried to cloud the issue. Whether a near miss report was filed is irrelevant to the issue of just cause. Whether the HS-91 document (Incident Investigation, Union exhibit 1) was relied upon by management in conducting this investigation is also irrelevant. What is of importance here, is that the record shows the Grievant committed the acts for which he was discharged.

It is true that there were subsequent procedural changes made. However, those changes show nothing more than the Company reviewed the procedures and decided this incident suggested improvements could be made – and Mr. Reyna testified, without rebuttal, that was done.

The circumstances of the September 17, 2018 event, that are of relevance, are not in dispute. It is clear that the plates on dummy bar head were loose, and they were sent up due to the Grievant's carelessness. The Grievant admitted that he knew the plates must be tight and what could happen if the plates were torn from the dummy bar head. However, the Union tried to divert attention from the Grievant's neglect by arguing different methods of performing the same work.

It is clear that neglect or carelessness in the performance of one's duties endangers plant, equipment and workers. Such conduct is serious. These cases must be judged on a case-by-case basis (Arbitrator Vernon, 2002, U.S. Steel grievance Wga-99-0747). The risk or potential that an accident can occur is enough. When molten steel is involved, the risk is heightened when a job isn't performed properly.

Company exhibit 6 shows the Grievant's disciplinary record. It is clear that the Grievant has a substantial history of performance issues and has received discipline ranging from five day suspensions to reprimands. This record serves to show that this is not the Grievant's first violation and that actions have been taken to reform his behavior. However, the Grievant's poor performance was not corrected by previous disciplinary actions and he has now arrived at discharge.

The conclusions in this case are clear. The Grievant neglected his duties, *again*, plain and

simple. The Company cannot risk further carelessness. Working in a steel mill requires the utmost level of attentiveness and conscientiousness, which had been repeatedly disregarded by the Grievant. As such, he was properly discharged. Therefore, the Arbitrator should deny this grievance in its entirety as being without merit and sustain the Company's decision to discharge this Grievant.

UNION'S POSITION

The Company has failed to show that there was just cause for the discharge of this Grievant. The burden falls to the Company to show, among other things, that it conducted a fair and objective investigation and that the Grievant committed the offense of which he stands accused. Further, the lack of a proper investigation prevented the parties from knowing if there were mitigating circumstances surrounding the events of September 17, 2018 thereby denying the Grievant his due process.

The Company did not conduct an objective investigation for a near miss for an unplanned event as defined and agreed-to by the parties in Document HS-91 (Union exhibit 1). By failing to adhere to the standards of a fair and objective investigation, the Company overlooks the fact that there is an accepted practice of using longer bolts when needed. Further, the Company assumed that if the plates were loose, that could only be because the Grievant was careless or negligent, where there a several other reasons why they may have been loose. Those plates could have been loose because they hit something on the way up (crane damage), a heli-coil backed out, there could have been worn bolt holes, the plates could have been worn, or even

worn heads. None of these things were examined by the Company, the Employer simply assumed the Grievant was negligent without further inquiry.

If this Grievant was such a careless employee it is puzzling why the Company would allow him to work, doing the same job, from September 17 through September 27, 2018. Even more puzzling is that it was the Grievant who prepared the replacement dummy bar head on September 17. If the alleged conduct warranted discharge, then the Grievant should have been relieved of duties which could result in such potential harm.

The Company's entire case is based on speculation, assumption and second-hand information. Without a proper investigation as described in Document HS-91 there is no avenue to arrive at proper cause for discharge. There was no physical evidence supporting the Company's position, all that was proffered by the Company, was demonstrative evidence, unrelated to the incident of September 17. Worse still, there was no incident investigation record was provided (no writing, no picture).

The Company called witnesses who did not know several important things about the events of September 17, 2018. The Company's witnesses did not know in which strand the events occurred, none of the witnesses knew if the new procedures had been distributed to the employees nor did they even know that it was the Grievant who built the replacement head. The Union believes it is clear that the investigation was not properly done, nor was it thorough or fair and objective.

It is the Union's position that the record of evidence fails to support a conclusion that the Grievant was careless or negligent as charged. There are numerous things that could have occurred that resulted in loose plates on the heads; yet no evidence that any of these were even

examined during the "investigation" conducted by the Employer.

There are mitigating issues in this case that were simply not given any consideration. This twenty year employee, veteran of the U.S. Marine Corps, has no previous discipline for this offense. The Company tried to enter a list of disciplinary actions taken against this Grievant clear back to 2015. Most of these actions are unrelated to these charges and are stale. It is also clear from the demonstrative evidence that the relevant equipment is old and not in the best shape which could have well been the cause of this September 17 incident. There is simply no evidence that the Company attempted to determine if any of these factors mattered in their issuing him this aggrieved discipline.

The Company. Although they did not argue the point, seems to suggest that this was the last step in progressive discipline. For that to be the case, the Grievant should have been made aware that the Company viewed this as progressive discipline and they did not.

The Union requests that the Arbitrator find that there was no just cause for the aggrieved discharge. The Union requests that the Grievant be reinstated to his position with the Company and that he be made whole in all regards. In the alternative, the Union asks that the Arbitrator fashion an award with an appropriate remedy reducing the extreme discipline issued to this Grievant.

ARBITRATOR'S OPINION

The Grievant was discharged effective October 3, 2018 (Company exhibit 10) for events that occurred on September 17, 2018. The Company contends that it had proper cause for the

suspension and subsequent discharge of this Grievant. The Union contends that the Employer failed to conduct a fair and objective investigation, and violated an agreed upon policy concerning investigations into incident such as the one which occurred on September 17. (HS-91, Union exhibit 1). The Union claims, the result is that there is no way to determine what caused the plates to be loose, because the investigation was founded on the assumption that the Grievant neglected to determine if the bolts were of proper size and tightened correctly before sending the dummy bar up the strand. Therefore, the Arbitrator has before him two factual issues to resolve before determining whether the Grievant was discharged for proper or just cause. Whether the plates were loose and whether there was a proper investigation must be determined before just cause can be determined.

Were the Plates Loose?

The Company presented their case under the assumption that there was no dispute that the plates were loose. In fact, the Union argues scenarios in which the Grievant had properly tightened the bolts, hence the plates on the dummy bar head were tight, as far as the Grievant knew. The Union contends that the plates could have become lose for several different reasons. For example (Joint exhibit 3, second page of third step grievance minutes, sixth paragraph) states:

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> The Union also asked if there were times when larger bolts were used and whether this was common practice. The Union had James Thomas, Assistant Griever,

testify. He indicated that from the operators he spoke with, they used ½ size longer bolts because, sometimes, the threads in the front were worn, and you can use a longer bolt for it to bite in the back of the threads. Usually, that allows the plates to tighten up. This is done to prevent taking the dummy bar head out of service so that the department can continue running. This was an accepted practice. Finally, the Union reiterated that a proper investigation needed to be done to identify what exactly happened and determine if the end plates were actually loose or whether something else caused the incident.

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Further, the Union hypothesized that other causes were possible. In the third step minutes Joint exhibit 3, page 2, paragraph 4) the Union asks: *"The Union questioned how the Company knew the dummy head end plates were loose, and whether the dummy bar head was inspected to see if the end plates were loose. The Union also questioned whether anything could be wrong with the spacers or whether there was dirt or chill scrap that caused the issue.* . . .

Management's response is found on the third page, second paragraph of the third step minutes (Joint exhibit 3):

> . . . Management inspected and confirmed that the end plates were loose on the dummy bar head. The only explanation is that the Grievant was negligent in the performance of his duties, and the Company had to send the dummy bar head back down to have the dummy bar head *remade by another employee* because of said negligence. Mr. Case also testified that there was a delay of 95 minutes due to the dummy bar head not being made up correctly, and that the shop was lucky not to have experienced any equipment damage [*emphasis added*]

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There are two issues of importance here. The first issue is that management inspected the heads to determine the heads were loose, but there is no discussion of the condition of the heads, plates, bolts, threads or whether there was any other potential cause. If an inspection of the plates

being tight was conducted, why is there no mention of the bolts, or equipment condition?

The second issue is that Mr Case was called to testify at the arbitration hearing. His testimony at the arbitration hearing was that he did not examine the plates and the subject dummy bar head on the day of the incident and that he attempted to recreate the conditions and film the equipment at a later date. Company exhibit 9 is a thumb drive containing those videos made of the equipment. The videos show old equipment and plates that were mushroomed in some cases. Therefore, the Arbitrator accepts the Union hypothesis that there are plausible causes for the plates being loose that do not conform to the Company's theory of the case.

Further, there is an incident report in the record, Company exhibit 11. This document contradicts the third step minutes and what Mr. Case is alleged to have said in another important way. The incident report states in the contributing factors section:

> Plates on Dummy Bar Head (S-2) were loose when it arrived at the caster. S1 operator (Napules) said he tightened them as much as he could. Upon inspection, found that the Head (50") calls for a 5 inch bolt. The bolt that was used was 5 ½" – it wouldn't tighten down all the way. [*Operator made up another*] 50" head while the bar was coming back out, and we changed the heads out. [*emphasis added*]

The third step position taken by the Company was that the Grievant did not remake the head, but rather, another employee did. However, in the incident report, the Company takes the position that it was the Grievant (Operator made up another) who remade the dummy bar head. However, in the Company's third step answer it claims that "to have the dummy bar head remade by another employee" (Joint exhibit 3, third page, second paragraph, next to last sentence).

If it was not Mr. Case who conducted the investigation identified in the Step 3 hearing,

that investigator's identity remains a mystery to this Arbitrator. The Company is obliged to identify the investigating official, and that official should be available to testify. Mr. Smith who signed the incident report was not identified at the hearing.

Mr. Reyna testified that he looked down on the dummy bar head from above on the strand. He said that he observed the head from about 8 feet and the plates were loose. This was the only evidence concerning the condition of the dummy bar head he offered from his September 17, 2018 observations.[1] His testimony was credible, but it is not clear that without movement how Mr. Reyna knew the plates were loose – he also claimed they were twisted; but there was no explanation offered to this Arbitrator concerning how twisted, and how one can determine the plate is loose from a twist (of unspecified nature).

From this, the Arbitrator is able to ascertain little concerning some of the key events of the incident of September 17, 2018. The Company only offered the credible testimony of Mr. Reyna that he testified that he observed loose plates. Further, the Union does not attempt to impeach his testimony. Albeit, the Arbitrator is left with questions, Mr. Reyna observed the dummy bar head and concluded that he saw loose plates. Therefore, the Arbitrator is persuaded that the record can be reasonably inferred to support the Company's position that there were loose plates observed with a simple preponderance of the evidence. The fact, that Mr. Reyna is an independent observer with no stake in the proceedings provides the Company with a simple

[1] Mr. Reyna testified that what he observed was in strand 2. However, the Union claims and the Grievant testified that the incident did not occur in strand 2, but rather, it occurred in strand 1. While of little specific probative value and this Arbitrator does not know in which strand the events occurred, it does show the parties are not in agreement concerning the events of September 17, 2018.

preponderance of the evidence concerning loose plates.

The Union, however, argues that there was not a fair and objective investigation and that the inference of loose plates is insufficient to prove just cause for discharge.

Was there a fair and objective investigation?

In this case, a finding of loose plates is not sufficient for a finding just cause for discipline and particularly discharge. There are a multitude of plausible reasons offered by the Union for the plates to have been loose – none of which were refuted or even challenged by the Company. It is not for the Union to prove any of these reasons; but it is for the Company to prove that it conducted a fair and impartial investigation to determine the facts as they pertain to why those plates were loose.

Beyond attempts at re-creation, and an observation by Mr. Reyna, there is no evidence proffered concerning whether the plates were in good order, whether the bolts and threads into which they fit were in good order, and whether any witnesses were identified and interviewed – besides the operator who reported the loose plates. In fact, the bolts installed in the plates were not produced at hearing only a picture of the bolt bin was proffered.

Further, the Grievant denies that any member of management interviewed him in an investigative proceedings. This denial was not rebutted by the Company and therefore is credible. The third step answer and the testimony of management officials does nothing to refute the Grievant's claim. One of the aspects of a proper investigation is whether the Grievant was given an opportunity to tell his side of the story before making any judgements concerning his

guilt or innocense.[2]

Management did seek out the Grievant's disciplinary record and found several entries. The Grievant's record shows that five instances of discipline for absenteeism since March of 2015 and three suspensions for poor work performance since September of 2015. The Union objected to this record of discipline because Article Five, Section I, Paragraph 9.d. of the Basic Labor Agreement states:

> d. The Company will not make use of any personnel records of previous disciplinary action against the Employee involved where the disciplinary action occurred two (2) years prior to the date of the event which is the subject of suspension or discharge, except records relevant and necessary to establish progressive discipline of the action in dispute, but in no event longer than five (5) years.

The Grievant's record of discipline contains a total twelve disciplinary actions taken against him. There is nothing in this record where the Employer claims that the current action was part of a progression of discipline for like offenses designed to correct his behavior –therefore the five year limit for progressive discipline does not apply here. There is also nothing in the BLA which speaks to progressive discipline. There are only the restrictions on how old a disciplinary record maybe before it becomes stale. The disciplinary actions falling within the two year period involves three actions for attendance, and two actions for poor work performance. Both of the work performance offenses were identified and one was for failing to clean the

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[2] Koven and Smith, *Just Cause: The Seven Tests, third edition.* Washington, D.C.: 2006 Chapter 3.I..A.1 points to investigations as a matter of industrial due process, at page 211 . . . It states: *Arbitrators have stressed that an employer's failure to give an employee a fair hearing as part of its investigation is a due process violation as well as a matter of inadequate fact finding.* citing *US Steel Corp*, 29 LA 272 (Babb, 1957)

tundish and the other tagging slabs incorrectly – neither of which are of the nature of the present charges.[3] These prior matters do not establish that the Grievant is guilty of the current charge.[4]

From this evidence it is nearly impossible for this Arbitrator to conclude that a fair and objective investigation was conducted before the suspension pending discharge was issued. If Heli-coils were routinely used in the bolt holes on this equipment that is evidence of problematic threads. Such evidence, while not relied on by either party, sets the tone for the propriety of an investigation concerning allegations of poor work performance of the nature in this case. There are problems evident in the plates that suggest that the equipment is not new and trouble-free. The plausibility of causes other than employee negligence or carelessness clearly demands a fair and objective investigation before disciplinary action is warranted.

Perhaps the most convincing evidence in this record of a proper regard for the requirement of a fair and objective investigation is found in the third step grievance answer on the third page, second paragraph of Joint exhibit 3, to wit . . . **"The only explanation that the Grievant was negligent in the performance of his duties, and the Company had to send the dummy bar head back down to have the dummy bar head remade by another employee because of said negligence. . . ."** Such declarations as this are dangerous, the failure to support such a declaration with clear and convincing proof of "no other explanation" seriously undermines that contention "the Grievant was negligent in the performance of his duties."

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[3] Koven and Smith, pp. 459-461 note that arbitrators will apply a reasonableness to determine whether a progression in discipline is warranted. In this case, the Arbitrator is persuaded that the prior offenses are not sufficiently similar to be a reasonable basis to find aggravation for this alleged offense.

[4] If mitigation would have become in issue, these prior disciplinary actions would be properly considered for determining whether they aggravate or mitigate the offense.

Unfortunately, this leaves the Arbitrator with the fact that the Company's argument here, damages its case due to a lack of proper investigation in search of rational explanations for the loose plates. Such a conclusion as stated by the Employer requires a full and thorough investigation which is fair and objective.

Elsewhere in the BLA the parties have used the term proper cause[5] (Article Five, Section J, first paragraph). However, in Article Five, Section I paragraph 9.e. the parties again require that just cause is the standard to be applied by the Arbitrator. Therefore, the preponderance of the evidence requires that the just cause standard be applied; including a fair and objective investigation.

The Union has argued throughout the grievance procedure that there was not a proper, fair and objective investigation of the September 17 incident, which was documented and therefore subject to examination and testing. Such an investigation is a critical element of industrial due process.[6] Complicating matters further is the fact that the incident report was signed by Supervisor Smith who was not called to testify at the arbitration hearing and whose writing of his findings were not subject to cross-examination.

The evidence shows that a thorough, fair and objective investigation did not occur concerning the September 17, 2019 incident. Examination and documentation of the bolts used, the bolts available, the plates, and interviews of witnesses and the Grievant were not proffered by the Employer, hence there is not a complete factual record that demonstrates that just cause for

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[5] Arbitrators commonly hold that proper, or just cause are equivalent terms. See *Huntington Alloys* 73 LA 1050 (Shanker, 1979) among others.

[6] See Elkouri and Elkouri *How Arbitration Works, eighth edition.* Arlington, VA: Bloomberg BNA, 2016, Ch. 15.3.F.ii for further discussion.

discharge exists (to the exclusion of other plausible explanations).

Is HS-91 required under these facts and circumstances?

The parties agreed to a Health and Safety Procedure concerning "Incident Investigations (Injury, Near Miss, and Equipment Damage) for the Indiana Harbor facilities issued May 9, 1993. (HS-91, Union exhibit 1) The Union contends that the Company is obliged to utilize the investigative requirements of HS-91. The Company contends that the incident of September 17, 2018 did not involve an injury, near miss or equipment damage and was therefore not required.[7] HS-91 provides definitions and among those is the definition of a near miss (Union exhibit 1, p. 3):

> - Near Miss – an incident in which no property was damaged and no personal injury was sustained, but where given a slight shift in time or position, damage or injury easily could have occurred. An unplanned event which could have harmed people, equipment or the process.
>   - For incident tracking: If an incident is disputed as a Near Miss, it will be referred to the Plant Manger and the Local President for determination.
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[7] The Company proffered an arbitration decision from United States Steel in which an employee was denied the justice and dignity benefits for a case in which Company property was damaged due to an employee taking their eyes off the road while operating a vehicle – facts unrelated to those of this case and therefore the reasoning is not relevant here. Likewise, the matter before the Board in United States Steel 42, 189WGa-99-0747 involve facts and circumstances and issues dissimilar to those here.

Perhaps the incident of September 17, 2018 was a near miss and HS-91 was applicable.[8] However, in this case whether HS-91 is applicable is a moot issue. The Justice and Dignity language of Article Five, Section I paragraph 9.b.(3) states:

> (3) When an Employee is retained pursuant to this procedure and the Employee's discharge or suspension is finally held to be for ***just cause***, the removal of the Employee from the active rolls shall effective for all purposes as of the final resolution of the grievance. [***emphasis added***]

Under the just cause standard, a thorough, complete, fair and objection investigation is required to assure industrial due process. Any other requirement for an investigation, such as HS-91, is of little relevance under these particular facts and circumstances.

Just Cause

The just cause standard requires that there be a thorough and fair investigation which is not in evidence in this matter. This due process violation is of a controlling nature because the lack of further investigation denies the ability to determine whether, or not, causes other than the Grievant's carelessness or neglect resulted in loose plates – and just proof of the loose plates is far from conclusive under these circumstances.

Perhaps just as persuasive as the evidence concerning the nature and limited scope of the

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[8] The Union offered an arbitration decision by Ms. Vonhof in 2012 case involving these parties. Arbitrator Vonhof found that the incident in the grievance before her should have been determined to be a near miss; albeit she concludes that "While the circumstances may not have met the Company's criteria for a "near miss" incident" (p. 19 of 20). In this case, under these facts and circumstances no such determination is necessary because of the just cause standard and its due process implications.

investigation is the third step Company response "The only explanation is that the Grievant was negligent in the performance of his duties . . . " Such a summary conclusion requires inquiries beyond the one explanation offered. Albeit, the Company objected to the Union's characterization of the Employer assumption being the basis for the aggrieved discharge, there is an element of truth to the Union's position, supported by the above quotation from the third step answer.

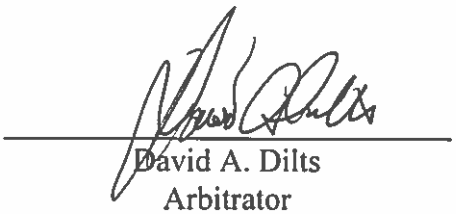
Given the requirements of the parties' BLA, the record of evidence, and the parties' respective arguments this Arbitrator is persuaded that the Company's assertion of just cause fails in this matter and that the grievance must be sustained.

The Arbitrator orders that the Grievant be reinstated to his former position with the Company with full back pay and benefits as soon as practicable upon receipt of this award.

AWARD

The grievance is sustained. The Grievant is ordered reinstated to his former position with the Employer with full back pay and benefits.

At Fort Wayne, Indiana
May 27, 2019:



David A. Dilts
Arbitrator