

IN THE MATTER OF ARBITRATION

between

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA,  
Local Union 1010

ARBITRATION AWARD

Appeal No. 20

Grievance No. 9-F-37

Award No. 345

PETER M. KELLIHER

APPEARANCES:

FOR THE COMPANY:

H. S. ONODA, Labor Relations Representative  
J. BORBELY, Divisional Supervisor  
WILLIAM A. DILLON, Assistant Superintendent  
R. J. STANTON, Assistant Superintendent  
H. E. MULLER, Superintendent, Main Roll Shop Dept.  
J. JOHNSTONE, General Foreman, Main Roll Shop Dept.

FOR THE UNION:

CECIL CLIFTON, International Representative  
P. CALACCI, President  
FRED GARDNER, Chairman, Grievance Committee  
JOSEPH WOLANIN, Secretary, Grievance Committee  
LOREN ZUGBAUM, Grievance Committeeman and Aggrieved

THE ISSUE

The grievance reads:

"The Union contends the five (5) days discipline given Loren Zugbaum on September 24, 1958, is unfair and unjust in light of all the circumstances.

Request the Company pay aggrieved for five (5) days lost and withdraw discipline from his record."

### DISCUSSION AND DECISION

The evidence is that a discussion took place on November 12, 1957, between the Superintendent and Mr. Zugbaum, the Grievant, during which an explanation was given to him as a Grievance Committeeman of the reasons for the proposed installation of the time clock. On September 12, 1958, while the Grievant was on his vacation, the time clock was installed. Mr. Zugbaum, upon returning to work on September 16, did not punch the clock. The Foreman talked to him on that day and asked him to punch the clock on future turns. In direct defiance of his Foreman's specific instruction, he failed to punch the clock on September 17, 18 and 19. The Union raised a question at the hearing as to whether the Grievant fully complied with this instruction of September 20.

In any event, on September 19, the Superintendent gave Mr. Zugbaum a letter setting forth the reason for the change and offering to give the Grievant further information if any question remained in his mind. After an appeal for cooperation, the Superintendent warned the Grievant that if he refused to process the job routine card, discipline would follow. The Grievant concedes that he talked to the Foreman and shortly after receiving this letter, he also had a meeting with the Superintendent.

Disregarding the written warning that was given to him, the Grievant persisted in his refusal to comply with instructions on his next work day and the Company imposed a five-day disciplinary lay-off.

The Arbitrator does not have before him the issue as to whether there was "cause". The only question is the degree of penalty. Allegations were made by the Union that certain unnamed employees received lesser penalties where they had refused to perform work. The Company replied that employees have received both greater and lesser penalties depending upon the evidence and upon the exact nature of the offenses.

It is difficult to find a disciplinary case where the facts are identical and where precisely uniform penalties can, therefore, be applied. In this particular matter, the Arbitrator was not made aware of the full factual background in the other cited cases.

It is recognized that there are different grades and degrees of offenses that warrant varying penalties. Unlike most of the thirty-nine (39) other employees, who merely received written reprimands, the Grievant persisted in his refusal after receiving a written reprimand and warning as to the consequences. Mr. Zugbaum was the first employee to refuse and he refused on a great many occasions. All the other employees followed the required

procedure from September 12 to September 22 (both dates inclusive) The Grievant was regular and persistent in his refusal. He was engaged in a deliberate pattern of insubordination over a period of time. This was not an isolated incident of a brief refusal during the heat of an argument.

While Mr. Zugbaum may not have believed that he obtained "satisfaction" during the conversations with the Foreman and the Superintendent, he concedes that he was given an opportunity to talk to them and to discuss this problem. (Tr. 9) The Grievant, like all employees, is presumed to know the Contract. Mr. Zugbaum was certainly fully aware that the proper procedure was to file a written grievance and not to "take matters into his own hands".

The Arbitrator must conclude that the disciplinary lay-off was imposed only after a full opportunity for discussion, frequent appeals for cooperation and a written warning. Despite Management's patience in trying to resolve this situation, the Grievant persisted in his deliberate and continued pattern of insubordination. Taking into full account the Grievant's long years of service and his otherwise good record, the Arbitrator, in view of all of the evidence, must find that the penalty was not excessive.

AWARD

The grievance is denied.

(signed) Peter M. Kelliher  
\_\_\_\_\_  
PETER M. KELLIHER

Dated at Chicago, Illinois  
this 9th day of July, 1960.