

INLAND STEEL COMPANY)	
)	Grievance No. 16-K-19
-and-)	Appeal No. 1185
)	Award No. 592
UNITED STEELWORKERS OF AMERICA)	
Local Union 1010)	

Opinion and Award

Appearances:

For the Company

- T. J. Peters, Senior Representative, Labor Relations
- L. R. Mitchell, Superintendent, Labor Relations
- Robert H. Ayres, Assistant Director, Industrial Relations
- R. J. Stanton, Assistant Superintendent, Labor Relations
- E. M. Patterson, Assistant Superintendent, No. 2 Cold Strip
- J. Borbely, Senior Representative, Labor Relations
- L. R. Barkley, Administrative Assistant, Labor Relations
- R. Zimmerman, Turn Foreman, No. 1 and No. 2 Cold Strip
- A. Onischuk, Turn Foreman, No. 1 and No. 2 Cold Strip
- E. Grzevich, Turn Foreman, No. 1 and No. 2 Cold Strip
- J. J. Salzman, Representative, Labor Relations
- W. C. Wingenroth, Representative, Labor Relations

For the Union

- Peter Calacci, International Staff Representative
- James Balanoff, Chairman, Grievance Committee
- J. Stone, Grievance Committeeman
- John Colello, Assistant Grievance Committeeman
- Frederick Boose, Grievant
- Henry Novak, Witness
- Robert Broda, Witness

This grievance raises the question whether the grievant , Frederick Boose, an employee in the No. 1 and No. 2 Cold Strip Mills, was discharged for cause and whether his discharge was warranted.

After a departmental investigation and hearing on September 4, he was given by reason of his conduct on August 29, 1969, a suspension letter on September 5, 1969 which stated that he was being suspended for five days at the end of which he would be subject to discharge, for these reasons:

"Threatening bodily harm to two supervisors, failing to work as directed, and your overall unsatisfactory record . . ."

If the facts described by Company witnesses are accepted as accurate, there could be no doubt about the justification for this disciplinary action. The union freely acknowledged this at the hearing. The asserted facts are seriously

disputed, however, and we have before us a factual controversy not easy to determine.

Grievant worked the 7-3 turn that day as a 66" Hallden Feeder. He was asked by the 3-11 turn Slitter Foreman before he left whether he would be willing to come out and work on the 11-7 turn since several men had reported off for that turn. Among those who reported off was the 48" Stamco Slitter Operator, a top job in the sequence, thus necessitating a series of upgradings. Grievant had been doing a good deal of doubling over and he replied to this Foreman that he would come back at 11:00 p.m. only if he could work on a better job than the one he was then on. There was mention made of the 74" Stamco Slitter Operator job, which is some eight notches above the job grievant worked on the 7-3 turn. Grievant claims the Foreman said this was all right; the Foreman testified he told grievant he would phone him later. The phone call was made asking him to come in at 11:00 p.m., grievant being called out of his sleep to take this message.

Grievant testified that he was informed he would work as 74" Stamco Slitter Operator; the Foreman says he merely told him he would be paid the rate of pay of that job.

In any event, upon arrival at the plant grievant went to the Turn Foreman's office and observed that the line-up or schedule called for him to work as a Tractor Operator. He protested, and then transpired the events which led to this grievance.

The management representatives say he immediately became abusive to the Turn Foreman, using obscene expletives and banging the desk. When the Foreman insisted he would have to work as directed, they testified the berating by grievant increased, and when another Foreman in the office intervened to placate him he threatened or offered to take both these supervisors outside and beat them up. He left the Foreman's office and it was not until some time later that it was ascertained that he had left the plant.

The employee's version, supported by two other employees in the office at the time, is that grievant did indeed protest strongly when he saw that he was not being assigned to the 74" Stamco Slitter Operator job; that the Turn Foreman told him he would have to work on the tractor although he would receive the rate of pay of the 74" Stamco; grievant was annoyed and insisted he had been induced to take this additional shift of work by the promise he would have the 74" Stamco job which he considered lighter work. He and his witnesses testified that the first mention of going outside came from the Foreman and not from grievant, being his response to grievant's protests over the assignment to Tractor Operator work. All agree that when the second Foreman intervened grievant, who was considerably agitated, offered to have him go outside with them. Still, grievant's witnesses expressed the opinion in substance that really nobody seemed to take the fight talk seriously, nobody made any move to go outside, and there was clearly no danger of anybody laying hands on anyone else. No suggestion was made that plant guards should be called.

Oddly, there were admissions that the complained of language was used. Grievant maintained that in his annoyance he used four-lettered words to express his protest, but that such language is not uncommon in this mill. The Foreman admitted that he told grievant that if grievant was man enough to try to beat him up he was willing to go outside with him. The difference between

them was in the sequence: who first taunted the other? Each claimed with some pride that he said he would be willing to go outside if the other wanted to do so.

The Company stressed grievant's culpability for refusing to follow the orders of his Foreman. But were these the kind of work directions which an employee must follow or subject himself to discipline? The issue was whether grievant had accepted this request to do an extra shift of work on condition that he would be assigned as 74" Stamco Slitter Operator. Perhaps management had informed him that he would be paid as though he worked on such an assignment, but grievant obviously believed the promise went beyond that. To him it was also important apparently, after an abbreviated period of rest, that the work be of a lighter nature than he had already performed that day, and being aroused out of a relatively short sleep he so understood it. Otherwise, why did he immediately protest when he learned upon arrival at the plant that he was to act as Tractor Operator although it was made clear that his pay would be at the higher rate?

Since grievant had no obligation to take on an additional unscheduled turn, if it was accepted on a conditional basis, he was not declining to follow orders in the normal sense when he questioned the Company's right to bypass the condition which he believed they had agreed upon.

As stated above, grievant may have been in error as to what was agreed upon, but it is also possible that the Company's plans were changed when it was decided to shut down the Streine equipment. To fill the senior position of 48" Stamco Slitter Operator would have entailed a great deal of upgrading on the turn, and it is not unlikely that it had been planned to place grievant in the job of 74" Stamco Operator.

But surely this does not exonerate grievant. He abused the second Foreman and invited him to go outside and join in the "fight." No valid explanation was offered for this abuse and for this belligerency, and the fact that it was in the presence of other employees compounds the offense. This in itself could have justified the penalty of discharge but for three circumstances. The first is that the Turn Foreman had by then also assumed a belligerent posture. The second is that because of the disagreement over grievant's appropriate job assignment tempers had been provoked and there was a good deal of tension in the air. The third is that irrespective of the words used it seemed evident that nobody was really threatening anybody physically and that nobody seemed concerned about such a possibility. Although the principals were immediately adjacent to each other and in a small area nobody touched anybody else.

The words used were vile and in the atmosphere of that meeting grievant should not have directed them at his Turn Foreman and certainly not at the other Foreman. The Turn Foreman, after some provocation, seems also to have employed some off-color words, however, before grievant yelled at the second Foreman, and in the circumstances we should not take everything that was said too literally.

It was a confused situation at best. The likelihood as we reconstruct what happened is that more than one mistake was made. It still remains that

grievant committed some acts and was guilty of some misconduct for which he deserved disciplinary action. Surely, he should not be held to be innocent of any wrongdoing nor should he be rewarded for it, by being paid for time he has not worked as a result of what took place on the day in question.

Under all the circumstances, the Company was justified in subjecting grievant to disciplinary action but not to the extent of discharging him.

AWARD

The grievant shall be promptly reinstated, but without any back pay for the period during which he has been suspended or away from his job.

Dated: February 11, 1970

/s/ David L. Cole

David L. Cole, Permanent Arbitrator