

In the Matter of Arbitration

Between)
Inland Steel Company) Grievance No. 1-L-39
and) Appeal No. 1209
United Steelworkers of America) Award No. 612
Local 1010)

Appearances:

For the Company

T. J. Peters, Arbitration Coordinator, Labor Relations
Robert H. Ayres, Assistant Director, Labor Relations
F. R. Kik, Superintendent, Plant 2 Blast Furnaces
T. R. Tikalsky, Assistant Superintendent, Labor Relations
M. S. Riffle, Senior Labor Relations Representative
W. P. Boehler, Senior Labor Relations Representative

For the Union

Theodore J. Rogus, International Representative
W. E. Bennett, Chairman, Grievance Committee
George Dawkins, Grievance Committeeman
Kenneth Houston, Grievant

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The issue is whether the Company had cause, under Article 8, Section 1 of the parties' 1971 collective bargaining agreement, for discharging the grievant, Kenneth Houston, on November 27, 1973. He was discharged, according to the Company's written notification of November 27, 1973, because on November 12, 1973, he threatened his general foreman with bodily harm in violation of the Company's safety rules.

The issue is squarely one of credibility. Grievant denies General Foreman Boehme's statement that in the course of his inquiry as to the cause of spillages into skip pits at No. 5 and No. 6 furnaces on November 4 and November 11, 1973 grievant became agitated, charged the foreman with prejudice, asserted that the foreman was going to give him a disciplinary warning just because he was Kenny Houston,

and added: "You better not give me a letter; you mess with me, I'm going to cut your throat." He is alleged to have added words to the effect that "this is a promise."

As in Award No. 592, and on other occasions, the Union agrees with the Company that if an employee threatens or tries to intimidate a supervisor in the course of the performance of his supervisory duties this is good cause for severe discipline. Our question is one of fact: did grievant actually threaten his general foreman as charged on November 12?

There were no witnesses. It is a matter of credence and belief. Grievant and the Union agree with the general foreman that there had been no previous difficulties between these two, that there were no reasons for or signs of animosity between them.

General Foreman Boehme has been a supervisor for almost 25 years. He has never before been involved in a situation in which he has been threatened or in which he has had to discipline any employee for such a reason.

Grievant has been an employee of Inland since April, 1971. He has been in the labor pool in Plant 2 Blast Furnaces Department and an applicant to the Stockhouse Sequence. He had filled temporary vacancies in this sequence, and was working at the times of the spillages of material as Stockhouse Helper. His attendance record was poor, resulting in a discussion on this subject with his general foreman and a letter on August 10, 1972. In November, 1972 he was suspended for one day for failure to wear prescribed eye protection, at which time he was charged with having "displayed an uncooperative and belligerent attitude" toward his foreman. He has also challenged this discipline by filing a grievance.

On November 12, 1973 General Foreman Boehme asked him about the spillage of material on November 4 at No. 5 furnace, and on November 11 at No. 6 furnace. On both occasions grievant was acting as Stockhouse Helper. The Union representatives asserted that there was some electrical or mechanical malfunction, but grievant acknowledged that he should have pulled the chain harder to send the car up and it is generally agreed one in his position is supposed to make visual observations to avoid piling one load on top of another already in the car. In any event, the general foreman insists that grievant spoke to him defiantly and belligerently as stated above.

Can grievant's denial be accepted in the face of the general foreman's unqualified assertion? If grievant used the words described, should the supervisor have taken them as a serious threat?

Promptly after the occurrence grievant was asked to accompany Mr. Boehme to the No. 4 Furnace Office, where plant protection and Grievance

Committeeman Dawkins were also summoned. Grievant was asked to repeat his threat but he denied he had made any. He was sent home, and subsequently steps were taken to set up hearings, to suspend him, and finally to discharge him on November 27, 1973.

Although no such suggestion was made at any of the grievance meetings, at our hearing it was intimated for the first time that the general foreman at some point is supposed to have said, in effect: "Houston was bluffing; maybe I should have called his bluff." The general foreman flatly denies he ever thought grievant might be bluffing, let alone that he made any such remark.

When grievant filed his job application with Inland in 1971, he deliberately left out of his prior employment record his job at American Steel Foundry where he worked from April 23, 1964 to January 21, 1966. He had been discharged by that employer for violating several rules, including the use of threats and abusive language against other employees or supervisors. That discharge was sustained by Arbitrator Carroll R. Daugherty in an award dated July 19, 1966. When asked about this at our hearing, his explanation was that he did not want Inland to know about it. In the award it is stated that he was guilty of five different infractions of that company's rules.

The Union, on the other hand, contended that it was precisely because of his experience at American Steel Foundry that he was careful not to abuse or threaten any supervisors.

After the superintendent's hearing, the grievance committeeman made a settlement proposal, without consulting the grievant, for a moderate kind of discipline, which the superintendent rejected. Grievant also rejected it as soon as he was consulted about this possibility, on the ground that he was not guilty of making the threat as charged. Conversations in which representatives try to arrive at a basis of accommodation, without the consent of the aggrieved party, and out of his presence, should not be regarded as binding or significant. Otherwise, such explorations will be discouraged and good faith efforts to reach accord will be seriously inhibited.

Considering all the facts and circumstances, it is my opinion that the general foreman did not make up this story of what occurred in his conversation with grievant on November 12, 1973. Neither his record nor his demeanor would support the thought that he would be willing falsely and recklessly to endanger an employee's job. There is no basis whatsoever suggested for anything of this kind on his part. On grievant's part, however, there are matters which suggest a propensity to be defiant and threatening, and, if necessary, to take liberty with the facts.

AWARD

This grievance is denied.

Dated: July 3, 1974

/s/ David L. Cole

David L. Cole, Arbitrator

The chronology of this grievance is as follows:

Grievance filed - Step 3	November 29, 1973
Step 3 hearing	December 19, 1973
Appeal to Step 4	January 10, 1974
Step 4 hearing	January 11, 1974 January 15, 1974 February 18, 1974
Appeal to Arbitration	May 15, 1974
- Date of Hearing	June 24, 1974
Date of Award	July 3, 1974