

Award No. 731
In the Matter of the Arbitration Between
INLAND STEEL COMPANY
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL UNION 1010
Grievance Nos. 20-P-47, 20-P-48, 20-P-49, 20-P-50, 20-P-51, and 20-P-52
Appeal No. 1342
Arbitrator: Bert L. Luskin

August 4, 1983
INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on June 20, 1983. Pre-hearing briefs were submitted on behalf of the respective parties and exchanged between them by the arbitrator.

APPEARANCES

For the Company:

Mr. R. V. Cayia, Coordinator, Personnel
Mr. R. B. Castle, Arbitration Coordinator, Labor Relations
Mr. C. Hageman, General Supervising Engineer, Mold Foundry (Retired)
Mr. J. Zak, General Foreman, Rigger Shop, Central Mechanical Maintenance
Mr. D. Moran, Turn Foreman, Rigger Shop, Central Mechanical Maintenance
Mr. W. Morrow, Turn Foreman, Mechanical Section, No. 2 B.O.F.
Mr. R. Vela, Assistant Superintendent, Labor Relations
Mr. M. M. Roglich, Coordinator, Labor Relations
Mr. G. S. Ross, Assistant Superintendent, Central Mechanical Maintenance

For the Union:

Mr. Michael Mezo, Griever
Mr. Thomas L. Barrett, Staff Representative
Mr. Joseph Gyurko, Chairman, Grievance Committee
Mr. Don Lutes, Secretary, Grievance Committee
Mr. Art Sawyer, Grievant
Mr. Steve Owens, Grievant
Mr. Tim Tomich, Grievant
Mr. Robert Sandor, Grievant
Mr. Tom Grasha, Grievant

BACKGROUND

Tom Grasha, W. Maska, Steve Owens, Robert Sandor, Art Sawyer and Tim Tomich were Company employees working in the rigger standard classification assigned to the Central Mechanical Maintenance Department. They were scheduled to work as a crew on the 3-11 P.M. turn on August 5, 1981. The most senior member of the crew was Sandor. The crew was initially assigned to change a cable on the No. 4 pit crane at approximately 3:45 P.M. Sawyer (who was on modified service recovering from an injury) was assigned to drive the vehicle that provided transportation for the crew.

At approximately 4:15 P.M. the crew was informed by Turn Foreman Moran that its next assignment would involve the removal and replacement of a wheel on a crane located in the Mold Foundry. The wheel had "seized" and the crane could not be moved until such time as the wheel was removed and replaced. Production in the Mold Foundry was impeded because of the obstruction caused by the immobile crane. The crew arrived at the Mold Foundry at approximately 6:00 P.M. Arrangements had to be made to provide the crew with a piece of equipment that would permit the wheel to be removed and replaced with a different wheel. It should be noted that at the start of the shift the crew had been initially informed that its second assignment would involve the changing of a cable at the No. 6 crane at the Mold Foundry. That assignment was changed, however, when Foreman Moran informed the crew that it was then assigned to remove the seized wheel on the No. 4 crane instead of changing the cable on the No. 6 crane in the same working area (Mold Foundry).

The wheel could have been removed by using a winch. It would also have been possible to remove the wheel by using a tow line. If either method had been used, it would have required sending a part of the crew back to the rigger shop to obtain the necessary tools and equipment. A third method which would have been far more desirable would have involved the use of a pettibone. Using a pettibone would have

simplified the mechanical procedure involved in removing the seized wheel and replacing it with an operating wheel. In order to use a pettibone, however, the equipment would have to be located and it could only be operated by a qualified and certified pettibone operator.

Supervisor Moran made attempts to locate a pettibone operator. He eventually found an operator who was picked up by a member of the rigger crew (Sawyer) who brought the operator to the Mold Foundry at approximately 8:10 P.M. Company and Union witnesses agreed that if the task had proceeded smoothly and efficiently, the frozen wheel could have been removed and a new wheel placed into position in less than one and one-half hours. There is some evidence in the record to the effect that, although the pettibone operator was certified, the pettibone operator demonstrated a lack of complete familiarity with the operation of the pettibone, resulting in a delay in the completion of the assignment.

At approximately 9:15 P.M. Supervisor Moran left the area and returned to his office in order that he could sign approximately six timecards for employees who had been on overtime and who would be leaving the plant at approximately 10:00 P.M. Almost immediately after Supervisor Moran left the area, the pettibone operator left his working position and informed the crew that his shift ended at 9:30 P.M. and he intended to return to his home department because he had received no authorization to work any overtime on that shift. When that fact became known to a supervising engineer (Hageman), that supervisor informed the pettibone operator that he would "hope" that the operator would stay until the job was completed. It was evident at that point in time that the new wheel could be placed in position within ten minutes if the pettibone operator had made the lift and had remained for the purpose of accomplishing that task. The pettibone operator, however, did not remain. He left the area. The supervising engineer then communicated with the rigger crew supervisor (Moran) and informed him of developments. The supervising engineer was requested to return to the site where the repairs were being made and to make certain that the riggers were informed that they should not leave the job at the same time that the pettibone operator might leave. Almost immediately after the supervising engineer was informed by an engineer named Morrow that the rigger crew was leaving the site of the job, Morrow was sent back to ask the crew to wait. When Morrow returned to the work area, the crew had already left the area.

The entire six-man crew returned to their shop location at approximately 10:05 P.M. They were met by their supervisor (Moran) who informed them that they would have to return to the area and complete the repairs. He informed the crew that it should obtain a winch, return to the site, use the winch to make the necessary lift, and place the new wheel into position in order that the crane could resume operation. The crew did obtain a winch but when it attempted to load the winch onto the truck, Sawyer (who was operating the truck) informed Supervisor Moran that there was a mechanical breakdown on the truck and the truck could not be used. Attempts were made to obtain the keys to a spare truck that was parked in the area and, when the keys could not be located, Supervisor Moran instructed the crew that it should proceed back to the Mold Foundry by way of a "breakdown bus." The crew waited for the bus, and when it did not arrive by 11:10 P.M., Supervisor Moran instructed the crew to punch out and go home. It should be noted that although the shift's ending time for the crew was 11:00 P.M., the supervisor had always permitted the crew to stop work at approximately 10:40 P.M. in order that they could put away their tools and equipment and wash up before leaving the plant at 11:00 P.M. Since the crew had to be kept until 11:10 P.M., Foreman Moran authorized the payment of one-half hour of overtime to all members of the crew. The repair to the crane in question was thereafter completed by the members of a rigger crew who started work at approximately 11:00 P.M.

On August 13, 1981, letters of discipline were issued to each member of the crew informing them that on August 5, 1981, the crew had been assigned to remove and replace a seized wheel on the No. 4 crane at the Mold Foundry. Each member of the crew was informed that after lowering the wheel to the ground at 9:30 P.M. the crew had left the work area without notifying their foreman and without obtaining proper relief from a breakdown job. Each member of the crew was informed by individual letter that his action constituted a direct violation of plant General Safety Rule #127-1. Each member of the crew was charged with having left his assigned working area without informing a member of supervision that he intended to leave the area and without completing an assigned task. Owens, Manska and Sawyer were each suspended for one day. Grasha, Tomich and Sandor were each suspended for two days. The Company imposed different degrees of discipline based upon each employee's prior discipline record and in accordance with the Company's opinion that it was thereby applying appropriate procedures for imposing corrective and progressive discipline.

Each of the six employees filed a grievance protesting his suspension. Each grievant requested that the suspension be set aside and that he be reimbursed for all moneys lost. Each grievance was processed

through the preliminary steps of the grievance procedure. The grievances were thereafter certified to arbitration. The parties agreed that the six grievances could be combined for presentation into a single arbitration procedure.

The issues arising out of the submission of the six grievances in question became the subject matter of this arbitration proceeding.

DISCUSSION

All of the grievants were charged with a violation of Plant General Rules for Safety and Personal Conduct #127-1. That rule is hereinafter set forth as follows:

"127. The following offenses are among those which may be cause for discipline, up to and including suspension preliminary to discharge:

"1. Leaving employee's working place or visiting around the Plant away from your usual or assigned place of duty at any time, either during or outside of your regular working hours, without permission of your supervisor."

The basic facts are not in dispute. All of the grievants were experienced members of a six-man rigger crew who knew that on jobs of a critical nature they were not to leave the assignment until and unless they were relieved by a substitute crew or until they were informed by a member of supervision that they could leave an assignment before it had been completed. In the instant case all members of the crew were aware of the fact that leaving their working positions without permission would subject them to the imposition of disciplinary measures, and all of the grievants had been disciplined in one form or another for having committed a violation of that rule on a prior occasion or occasions.

Foreman Moran informed the crew that they were to stay on the job and to eat lunch on the job. One member of the crew had been dispatched to obtain the lunch for all six members of the crew. The evidence would indicate that there were inordinate delays in starting the job caused in part by a delay in providing the crew with the tools and equipment which they needed. A long delay occurred when the supervisor decided that he would prefer to wait until a pettibone operator could be made available instead of having the task performed by using a winch. The crew was informed that the services of a pettibone operator had been obtained, and that fact became known to the crew well after 7:00 P.M. A member of the crew was sent to pick up the pettibone operator and bring him to the job site. The pettibone operator encountered delays in bringing the pettibone to the site where the wheel was to be removed and a new wheel put into place. The actual task of removing the wheel by means of the pettibone began at approximately 8:45 P.M. Foreman Moran left the job site at approximately 9:15 P.M. to return to his office in order that he could sign some timecards. There is evidence in the record that Foreman Moran was using his telephone almost continuously between 9:30 P.M. and 10:00 P.M.

The pettibone operator informed Supervising Engineer Hageman that he was leaving the job site at 9:15 P.M. because his shift was ending at 9:30 P.M. Hageman did not order the pettibone operator to stay on the job until the lift had been completed despite the fact that the lift could have been completed if the operator had stayed on the job for an additional ten minutes. The Supervising Engineer merely informed the pettibone operator that he "hoped" that he would stay on the job and complete the lift. A member of the crew (Sawyer) who was operating the truck used by the crew then drove the pettibone operator back to his regular working site, and returned to the Mold Foundry. Shortly thereafter the crew left the Mold Foundry to return to the rigger shop without having communicated with their Foreman (Moran) and without having advised Foreman Moran that they could not complete the assignment in view of the fact that the pettibone operator had left the job. The only way in which the assignment could have been completed at that point in time was to have sent a portion of the crew back to the rigger shop to obtain a winch and to return to the site where the winch could have been used to make the lift that would have permitted the wheel to have been placed into position. The entire problem could have been avoided if the Supervising Engineer had ordered and directed the pettibone operator not to leave the site of the job until the lift had been made, or if he had ordered and directed the pettibone operator not to leave the site of the job until Foreman Moran was advised of the situation.

When the crew returned to the rigger shop, they were met by Foreman Moran who ordered them to return to the Mold Foundry and to use a winch to make the lift. They were unable to carry out that direction when they found that the truck which they were using had developed a mechanical problem. They followed the directions of Foreman Moran to attempt to return to the site by using a breakdown bus. When the bus did not arrive, the crew was ultimately sent home by Foreman Moran and the task was completed by a second rigger crew within a relatively short period of time.

The arbitrator will find that the Company did not commit a procedural violation of the Agreement when the crew was not informed immediately after the incident had occurred that they were being subjected to disciplinary measures. The arbitrator will further find that if the facts in this case would support a conclusion and finding that the individual members of the crew had violated Rule #127-1, then and in that event the discipline imposed by the Company would have been appropriate and consistent with the forms of discipline imposed against persons who violate the rule. The rule is a reasonable rule and regulation, and all employees are aware of the fact that a violation of the rule will result in the imposition of disciplinary measures consistent with the degree of the committed offense and within the concepts of progressive and corrective discipline.

In the opinion of the arbitrator, however, the facts in this case will not support a conclusion or finding that the crew had violated a direction of supervision by leaving the job site without the express permission and consent of the foreman. A Supervising Engineer who was present at the time that the pettibone operator expressed his intention to leave, did not order or direct the crew to remain on the job site until they had received express permission from Foreman Moran to leave the job site. That same Supervising Engineer did not expressly direct and order the pettibone operator to stay at the job site for an additional five or ten minutes to complete the lift. When Foreman Moran was informed by the Supervising Engineer that the pettibone operator was leaving, no attempt was made to communicate with the pettibone operator and to order and direct him to remain on the job site for the relatively few minutes that it would have taken to complete his portion of the assignment.

The grievants may have exposed themselves to criticism by returning to the rigger shop before talking with Foreman Moran. In view of the situation, however, some judgment had to be exercised. There were six members of the crew simply standing around without the equipment they would have needed to complete the assignment. While they knew that the job was critical, they had not been specifically instructed that they could not leave the job site under any circumstances. They could perform no working function unless and until a winch could be delivered to the job site. If no one was present to deliver the winch, several members of the crew would have had to go back to the rigger shop, load a winch on to the truck, and return to the job site with the winch.

The grievants may have exercised poor judgment when all of them returned to the rigger shop, but the exercise of poor judgment would not constitute a deliberate violation of Rule #127-1. Under those circumstances the imposition of disciplinary measures that resulted in one and two-day suspensions for the various members of the crew would have to be considered to have been imposed without proper cause. The pettibone operator who left the job site without express permission before the assignment was completed, did not attempt to communicate with his own foreman. He was neither criticized nor was he disciplined.

While the use of a pettibone was obviously the easiest and most efficient way to perform the task, the entire task could have been completed if a winch had been brought to the site at approximately 6:30 P.M. when it became evident that the wheel had to be removed and a different wheel placed into position.

The arbitrator cannot find from the evidence in this record that the exercise of poor judgment on the part of the members of the crew would have constituted a violation of Rule #127-1. Under those circumstances, the arbitrator must find that just cause did not exist for the imposition of disciplinary measures resulting in the suspensions of each of the six grievants in this case.

For the reasons hereinabove set forth, the award will be as follows:

AWARD NO. 731

Grievance Nos. 20-P-47, 20-P-48, 20-P-49, 20-P-50, 20-P-51 and 20-P-52

The grievances are sustained. Proper cause did not exist for the imposition of disciplinary suspensions against each of the grievants in this case. The respective suspensions should be set aside and each grievant should be compensated for time he was caused to lose from work as a result thereof.

/s/ Bert L. Luskin

ARBITRATOR

August 4, 1983