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United States Steel Corporation Irvin Works and United Steelworkers of America Local Union 2227

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BOARD OF ARBITRATION

Case USS-5286-S

March 23, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
Irvin Works

and

Grievance No. SI-65-56

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

SUBJECT: Discipline of Foreman.

STATEMENT OF THE GRIEVANCE: "Mr. Warnack, Supervisor of Flat Products Maintenance, has violated Section 1, Section 4, and Section 14 of the Basic Labor Agreement."

This grievance was filed in the Second Step of the grievance procedure April 1, 1965.

CONTRACT PROVISIONS INVOLVED: Section 4 (9); Sections 1 and 14 of the April 6, 1962 Agreement, as amended June 29, 1963.

STATEMENT OF THE AWARD: General Foreman Warnack's conduct in respect to Grievant Ribik on April 1, 1965 has been disavowed by Management and Warnack has apologized to Management's satisfaction. The Board has no authority to reprimand or otherwise discipline General Foreman Warnack. In view of Management's commitment to take all steps within its power to prevent a repetition of the incident, there is no occasion for additional action by the Board.

BACKGROUND

Case USS-5286-S

This grievance from Sheet Finishing Maintenance at Irvin Works represents a protest against conduct by General Foreman Warnack in dealing with the Union Co-Chairman of the Plant Safety Committee, George Ribik, in respect to safety matters on April 1, 1965. The grievance asserts that Warnack's conduct was contrary to the requirements of Sections 1, 4 and 14 of the Basic Labor Agreement.

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The incident occurred during a visit by Ribik to Warnack's office at approximately 9:30 a.m. An inconclusive discussion of several safety problems ensued. Warnack finally became nettled during discussion of a ventilating fan problem, when Ribik indicated a grievance might be necessary to get action. At this point Warnack bluntly told Ribik to go ahead and file a grievance, calling him a "dumb f-----g Hunky." Warnack terminated the meeting by ordering Ribik to "get the Hell out" of his office.

2

Ribik promptly protested to higher Management and filed a grievance requesting a written apology from Warnack plus assurance that there would be no repetition of such conduct, since Warnack allegedly had used foul language on earlier occasions. The grievance also requested that Management designate another representative to deal with the Union in respect to safety and health problems in Sheet Finishing Maintenance. Next day the grievance was answered by Foreman Raybuck (whose working relationship to Warnack is unclear) with the written answer reading:

3

"I intend to follow the guidance of our Labor Agreement in all contacts with Union Representatives and employees. There was no wish or intent on my part to offend Mr. Ribik."

During a subsequent Second Step discussion, handled by Sheet Finishing Superintendent Thomas, the latter advised Ribik and Grievance Committeeman Crosby that Management did not condone use of language by Foremen such as Warnack had used. Thomas held that it was impossible to relieve Warnack of responsibility to discuss safety matters with the Union. Thomas told Ribik, however, that he should feel free to bring safety problems to Foreman Raybuck, or to Thomas himself, if dissatisfied in the future. Thomas also brought Warnack into the meeting, and the latter apparently stated something to the effect of: "If I offended you, I apologize." Superintendent Thomas then assured Ribik that Warnack had apologized to him, and promised that there would be no recurrence. After Warnack left the meeting, Ribik continued to request a written apology from Warnack and Thomas refused. Later Thomas gave his written answer to the grievance, as follows:

"Mr. Warnack and all other members of Sheet Finishing supervision will work hard at resolving problems with the Union Representatives - through cooperation and mutual understanding. As Mr. Warnack says above, any offense that he caused was not meant. To help in achieving the cooperative relationships that will best serve all our interests, we suggest that the parties work out simple ground rules to guide us in our contacts on safety matters in Sheet Finishing."

Some days after receiving Superintendent Thomas's written decision, the Union appealed the case. In Step 3 the Union emphasized the view that Warnack's effort at apologizing in Second Step had been conditional since it commenced with the phrase "If I offended you..." The Union did not regard Warnack's

conditional statement as a real apology, since it did not recognize the offensive nature of the language used by Warnack. The Company view was that the matter had been fully aired during Second Step and that this reflected a full response on the part of Management. In its corrections and additions to the Third Step Minutes, the Union emphasized its complaint that Warnack had used improper language to Ribik and others on at least three or four earlier occasions. The Union also emphasized that Warnack's apology was vague and ambiguous, and that Warnack was in the habit of using abusive and profane language toward members of different ethnic groups in the plant. Fourth Step discussion did not change the position of either party.

The Union now stresses language from Section 1 of the Basic Agreement reading:

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"The Company and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Company and the Union realize that this goal depends on more than words in a labor agreement, that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Company and the Union. They believe also that proper attitudes are of major importance in the plants where day-to-day operations and administration of this Agreement demand fairness and understanding. They believe that these attitudes

can be encouraged best when it is made clear that Company and Union officials, whose duties involved negotiation of this Agreement, are not antiunion or anticompany but are sincerely concerned with the best interests and well-being of the business and all employees."

(Underscoring added.)

reading: The Union also claims violation of Section 4-7,

7

"It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed or national origin."

(Underscoring added.)

14-A, reading: Finally, the Union relies upon language in Section

8

"The Company and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The Company shall continue to make reasonable provisions for the safety and health of its employees at the plants during the hours of their employment."

(Underscoring added.)

The Union also believes that Foreman Warnack's conduct was inconsistent with obligations implied under Section 14-D, where joint plant safety committees are established to advance the parties' mutual interest in safety matters on a cooperative basis.

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If an employee used language comparable to that of Warnack in speaking to a Foreman, the Union has no doubt that prompt discipline would be administered by Management. It can see no reason why similar action would not be appropriate here.

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The Company holds that Ribik received a full apology from Warnack. It emphasizes that Grievant Ribik has been assured by top Plant Management, including Superintendent Thomas, that such an incident will not recur. Since Plant Management is willing to establish agreed ground rules for future safety contacts in the Maintenance Division (with availability of the Assistant Superintendent or the Superintendent where necessary), the Company regards the various demands of the Union in this grievance as totally unreasonable.

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The Company stresses that nothing in the Agreement requires a written apology in the circumstances of this case. The Grievance Form and Third and Fourth Step Minutes, in its view, are more than sufficient documentary evidence of the fact that Warnack in fact apologized to Ribik. Thus the Company urges that this case is in arbitration only because Ribik insists that Warnack be forced to "crawl." In the Company's opinion, use of the arbitration procedure in the case at hand constitutes an unconscionable attempt to vilify a General Foreman, which should not be condoned.

12

FINDINGS

In his testimony Grievant Ribik appeared to be intelligent, courteous, and soft-spoken. General Foreman Warnack did not attend the hearing. There is no question that Warnack's conduct in respect to Grievant Ribik on April 1, 1965 was offensive and outside the scope of legitimate discussion of the safety problems brought to his attention. Such conduct was inconsistent with the objectives of the parties set forth in Sections 1, 4 and 14. Warnack's unwarranted conduct thus necessarily and properly was disavowed by Superintendent Thomas, who undertook to arrange for an apology in Step 2.

13

The fact that Warnack's apology was not sufficiently forthright and unconditional to satisfy Ribik seems more understandable in view of Warnack's failure to sign the Step 1 answer to the grievance. Obviously, this was drafted for signature by Warnack and no reasonable explanation is offered for his failure to sign it.

14

The Union, however, now makes no issue of this omission. Its Counsel stated at the hearing that the Union ascribed no importance to the fact that Foreman Raybuck signed the Step 1 answer, rather than Warnack. Even if Warnack had signed, according to Counsel, this would not have been an acceptable disposition of the problem.

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In these circumstances it is not entirely clear what relief the Union now seeks. Apparently the main thrust of the grievance still is a request that Warnack be directed to give a written apology to Ribik and that the Board's Award should provide--

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"...an appropriate reprimand to Foreman Warnack for his conduct and to Management for compounding the same."

It should be clear that the Board has no authority to administer discipline to a Foreman, even in a case clearly warranting such action by proper authority. This is entirely clear in Section 4 (9) of the Agreement, wherein the following appears:

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"The right of the Company to discipline an employee for a violation of this Agreement shall be limited to the failure of such employee to discharge his responsibilities as an employee and may not in any way be based upon the failure of such employee to discharge his responsibilities as a representative or officer of the Union. The Union has the exclusive right to discipline its officers and representatives. The Company has the exclusive right to discipline its officers, representatives, and employees."

(Underscoring added.)

In view of this provision, the Board cannot entertain a request to reprimand, or otherwise discipline, General Foreman Warnack. His apology to Ribik, at the instruction of Superintendent Thomas, apparently was found satisfactory by Management, even if it appeared equivocal and conditional to Ribik. Assuming that the Board were empowered to direct a written apology by Warnack, which is dubious, such action could not effectively add to the sincerity of his earlier oral apology.

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Thus, if the present case raises any issue within the competence of the Board, it is whether Management sufficiently disavowed Warnack's action and gave adequate assurance against its repetition. At the hearing the Company emphasized that Superintendent Thomas (with approval of top plant Management) had stated in Second Step that Management would "do everything within its power" to see that there would be no recurrence of the unfortunate incident. Thomas also offered to be available for safety contacts (and to have Foreman Raybuck available) if future dealings with Warnack were unsatisfactory.

19

The Union does not seem to question the good faith of Superintendent Thomas in making these commitments. While it may be unfortunate that this matter could not have been resolved on a forthright man-to-man basis, as it should have been, the only question before the Board is whether there has been adequate compliance by Management with those requirements of the Agreement which are relevant to this case. The evidence so indicates.

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AWARD

General Foreman Warnack's conduct in respect to Grievant Ribik on April 1, 1965 has been disavowed by Management and Warnack has apologized to Management's satisfaction. The Board has no authority to reprimand or otherwise discipline General Foreman Warnack. In view of Management's commitment to take all steps within its power to prevent a repetition of the incident, there is no occasion for additional action by the Board.

21

BOARD OF ARBITRATION


Sylvester Garrett, Chairman