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United States Steel Corporation Tubular Operations Lorain Works and United Steelworkers of America Local Union 1104

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BOARD OF ARBITRATION

Case No. USS-5288-T

December 30, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
TUBULAR OPERATIONS
Lorain Works

and

Grievance No. T-L64-703

UNITED STEELWORKERS OF AMERICA
Local Union No. 1104

Subject: Suspension.

Statement of the Grievance: "The Company suspended me unjustly and without proven cause for one working day. This suspension caused me to lose one days wages.

"Facts: The Company accused me of poor workmanship but did not reveal any supporting evidence or testimony at my hearing to justify a suspension.

"Remedy Requested: I request that the charge of poor workmanship be removed from my record and that I be compensated for all monies lost."

This grievance was filed in the First Step of the grievance procedure October 23, 1964.

Contract Provision Involved: Section 8-D of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is sustained.

BACKGROUND

Case No. USS-5288-T

Grievant, a Third Steel Pourer in the Open Hearth Department of Lorain Works, protests his one-day suspension for poor workmanship as a violation of Section 8-D of the April 6, 1962 Agreement, as amended June 29, 1963.

On the second turn of October 18, 1964, grievant, who had been "filling in" as a Second Steel Pourer for about four months, had prepared Ladle No. 2. This included making up the nozzle well and setting the stopper which controls the flow of steel through the nozzle.

Detailed evidence was given at the hearing about the preparation of the nozzle well which need not be repeated here; it is essential to pack a proper mixture of ganister clay around the nozzle with the right curvature, extending the opening angle of the nozzle for the guidance of the stopper, and to dry it thoroughly.

When Heat No. 3583 was poured on October 19, 1964, a leak developed around the nozzle. After the tap, the ladle was taken to the ingot molds where the Steel Pourer succeeded in filling four molds for rimmed heats. Then, the leak became unmanageable, and the rest of the heat cascaded on the floor. All but 46 tons of steel were lost, and equipment was damaged. The heat report indicated that it was a rather "wild heat."

A meeting was held in the Pit Office of the Open Hearth Department shortly after the incident on October 20, 1964, attended by two Foremen, the First Steel Pourer, grievant, and the Grievance Committeeman for the Open Hearth Department, who pointed out that grievant was filling a temporary vacancy in the job of Second Steel Pourer and therefore should be held accountable for a corresponding degree of proficiency only. It also was brought out that the First Steel Pourer had not inspected the ladle in question although the Working Procedure provides: "Inspect ladle and sets stopper rod properly."

A Step 3 Meeting was held almost one month later on November 19, 1964. According to the minutes, neither operating supervisors from the Open Hearth Department nor eyewitnesses to the incident attended the meeting, where Management took the position "That the grievant was properly suspended for poor workmanship in making up the ladle...." The exact nature of his poor workmanship is not reflected by the minutes except that it is stated "The stopper for this ladle had been set by grievant Leonard on the 3-11 turn, October 20." The parties were still preoccupied with a discussion of the responsibility of a Second Steel Pourer. In addition, the Company representative indicated that there was no way to ascertain the exact nature of grievant's alleged poor workmanship:

"The Company Representative stated that he recognized one of the problems in a case like this is that evidence is destroyed in the incident which results in disciplinary action being taken. Stated that with respect to the claim that the grievant is not a regular Second Steel Pourer, his information indicated that the grievant had had several years of experience as a Third Steel Pourer and had worked most of this year as a Second Steel Pourer. Moreover, he was being paid as a Second Steel Pourer on the turn in question and was responsible for the full scope of the job. Stated that the stopper which he had set for Heat 3593 failed, resulting in the loss of 150 tons of steel. Accordingly, he was properly suspended for poor workmanship. The grievance is denied."

However, prior to the meeting of October 20, the Assistant Superintendent of the Open Hearth Department had made an investigation of the ladle, had carefully inspected the damage and concluded that molten metal had worked its way

through the ganister, that this break-through had accounted for the rapid discharge, and that it had not been a stopper failure. On the basis of this information, the Superintendent of the Open Hearth decided that the grievant should be disciplined. However, grievant was charged with poor workmanship in setting the stopper, and the exact nature of the Company's charge is shown in the record for the first time in the minutes of the March 23, 1965 Step 4 Meeting where the Superintendent stated that the well had failed and steel had leaked around the nozzle brick. "If the stopper had failed, the metal would have leaked out through the stopper hole. Leonard either used bad ganister or did not properly make up the well." According to the minutes the parties did not further discuss the specifics of grievant's alleged poor workmanship but again centered their attention on the relative responsibility of the First and Second Steel Pourer jobs by comparing their respective job descriptions. (The Company explained at the hearing that, if the ganister is not properly prepared or dried, even inspection by the First Ladleman cannot detect poor workmanship.)

FINDINGS

Grievant was suspended for one day for poor workmanship in making up the ladle. Although an investigation by the Company had established with a certain degree of probability, how the leak had developed, this was not disclosed to the Union at the suspension meeting. Grievant was then confronted with the claim that he had set the stopper improperly. There was never a meaningful discussion between the parties at the time the ladle was available for inspection. 8

Discipline for poor workmanship is not precluded by the destruction of the work, as long as there is a reasonable indication that poor workmanship was a probable cause and other causes are reasonably ruled out. Whatever evidence there is, however, has to be disclosed to the grievant and the 9

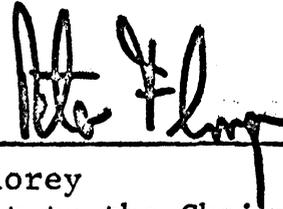
Union promptly with an opportunity of inspection if possible. This objective was frustrated in this case because at the time of the Step 4 Meeting the ladle had been re-used and was no longer available for inspection. The record does not disclose any reason why disclosure to the Union would not have been possible at the time of the initial investigation.

AWARD

The grievance is sustained.

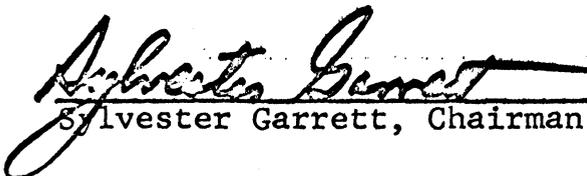
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Findings and Award recommended pursuant to Section 7-J of the Agreement, by



Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman