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# United States Steel Corporation Heavy Products Operations Homestead Works and United Steelworkers of America Local Union 1397

Sylvester Garrett  
*Chairman*

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*Arbitrator*

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BOARD OF ARBITRATION

Case No. USS-5383-H

March 28, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
HEAVY PRODUCTS OPERATIONS  
Homestead Works

and

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1397

Grievance Nos.  
HH-65-126;  
HH-65-127

Subject: Discharge.

Statement of the Grievance:

Grievance No. HH-65-126

"The undersigned employee respectfully request management to reinstate him back to his job, also remove the suspension and discharge slip issued him on August 16th, 1965.

"Also request that grievant be compensated for all wages lost.

"Facts: The union feels that the degree of punishment is extremely too severe, and request that management give this case further consideration on behalf of the employees past service record and his years of continuous and faithful service, also his industrial experience.

"The union wishes that management give some consideration towards their family.

"Remedy Requested: Honor the statement of grievance."

Grievance No. HH-65-127

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"Remedy Requested: Honor the statement of grievance."

These grievances were filed in the Third Step of the grievance procedure August 19, 1965.

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

Statement of the Award: The grievances are denied.

BACKGROUND

Case No. USS-5383-H

On August 16, 1965 the grievants were discharged for stealing Company property. They put brass in dumpster boxes located at various places about the plant. The garbage truck picked up the boxes, hauled them to a commercial dump some 25 miles from the plant, and dumped them. The grievants then took the brass from there, and sold it to a scrap dealer. The first time, in July 1965, they sold \$38.48 worth of brass. The second time, August 11, 1965, they had over a hundred dollars worth of brass, but were arrested by Pennsylvania State Police while en-route from the dump. They confessed to larceny before the Justice of the Peace, and at the hearing on August 12, they agreed to make restitution. 1

The issue is whether the grievants were discharged for proper cause as required by Section 8-D of the current Agreement. The Company argues that the Board has no jurisdiction to modify the penalty in this case because Section 8-D provides that "Should it be determined by the Board that an employee has been suspended or discharged for proper cause therefor, the Board shall not have jurisdiction to modify the degree of discipline imposed by the Company;..." The Company says that stealing is "proper cause" for discharge and that this stealing was pre-planned. 2

The Union admits that the grievants stole, but says it could have shown that one participated only in the second removal of brass. Thus, there was no conspiracy present in this case. The Union points out that the Company has lost nothing since the grievants have made full restitution. The Union notes that the men waive any claim for retroactive pay and argues that this monetary loss, plus the anguish they and their families have suffered, has made them contrite. The Union is convinced they would never steal again. The Union says the purpose of punishment is to correct the wrongdoers, not destroy them, and concludes therefore, that the Company does not have proper cause for discharge in this instance. 3

FINDINGS

The Board finds that the Company did have proper cause for discharge. What constitutes proper cause for discharge is best defined by the application of the language by the parties. Both in the Corporation and at the Homestead Plant, stealing has been a cause for discharge, even though the employee has long seniority. This stealing was cleverly planned and its purpose was to secure money by selling stolen goods. As such it constitutes proper cause for discharge.

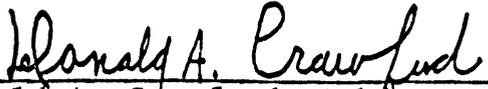
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AWARD

The grievances are denied.

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Findings and Award recommended  
by

  
Donald A. Crawford, Arbitrator

This is a decision of the Board of Arbitration, recommended in accordance with Section 7-J of the Agreement.

  
Sylvester Garrett, Chairman