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

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BOARD OF ARBITRATION

Case No. USS-4938-S

July 20, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. A-64-70

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Suspension.

Statement of the Grievance: "The Union requests that this Violation of Rules slip be rescinded from Armand Belfiore's record.

"Facts: The road has no proof of rightaway; no turn signals on this piece of equipment known as a Hi-lift and the vision from the Hi-lift is restricted. Mr. Belfiore's safety record for the past (24) years has been without an accident and he operates all mobile equipment.

"Remedy Requested: The Company paint the lines on the road, install turn signals on the Hi-Lift, enlarge the cab on the Hi-Lift for better vision and rescind this Violation of Rules slip from Mr. Belfiore's record and that he be paid for all lost earnings."

2.

USS-4938-S

This grievance was filed in the First Step of the grievance procedure April 2, 1964.

Contract Provision Involved: Section 14-C of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. USS-4938-S

This grievance from the Central Maintenance Department of Irvin Works protests grievant's two-day suspension for claimed careless operation of a Hi-Lift, allegedly resulting in damage to another employee's automobile, as violating Section 14-C of the April 6, 1962 Agreement, as amended June 29, 1963.

One of grievant's two days of suspension was his normal day off, so he actually lost only one day's earnings. He asks reimbursement for that day and removal of the discipline slip from his personnel record.

The discipline slip reads as follows:

"On second turn March 18, 1964 you carelessly operated a Hi-Lift which resulted in an accident to an Employee's automobile causing approximately \$200.00 damage. This is a violation of General Safety Rules, Mobile Equipment Operations, Section 7, Paragraph 7.6 -

'No move shall be made unless operator is positive that he is not endangering anyone's safety or can damage material, or equipment.'

"You are hereby suspended for two days March 20 and 21, 1964. Any further carelessness of this nature will result in more severe disciplinary action."

At about 2:30 on the afternoon in question, which was a clear, dry day, grievant was driving a Hi-Lift from one work site in the plant to another. The equipment has four wheels, with a bucket attachment at the front, and is operated from a glass-enclosed cab over the front wheels.

Grievant was proceeding west up the West Road in the plant and was in the right lane of the three-lane road. The other employee was driving his automobile up the West Road behind the Hi-Lift. Management's version is that the other employee moved to the center lane and attempted to pass grievant on the left and had come a little more than abreast of the Hi-Lift when grievant began to make a left turn into the employees' parking lot where he was going to work. The left front of the bucket on the Hi-Lift struck at about the middle of the right front door of the other employee's automobile and tore it back through the center post and right rear door, with the deepest and widest penetration at the point of impact on the front door and tapering back from there.

Grievant's version at the hearing was that the other employee had tried to pass grievant and had swerved to the right too soon and thus ran his right front door into the left front of the Hi-Lift bucket, damaging also the center post, right rear door and fender, with the widest penetration at the middle of the right rear door. Grievant said also that at the time of impact, when he first saw the other employee, he had come to a full stop, preparatory to making his left turn into the parking lot.

FINDINGS

The Union introduced testimony to the effect that the Hi-Lift does not have turn signals, stop lights, or back-up lights, and that the lane markers on the roadway were faint or invisible, apparently in support of its citation of Section 14-C in the grievance form. Aside from that, however, its entire case at the hearing was presented as a claim of improper suspension without proper cause, as if in violation of Section 3. Since no grievance had been filed in Step 3 for preferential hearing and no request for relief had been made, Section 14-C does not appear to be involved.

If grievant's careless operation of the Hi-Lift was the cause of the collision and consequent damage, there is no other element in the record which would indicate that the suspension was without proper cause. On the issue of carelessness, the answer seems reasonably clear.

The only eye-witnesses were the two drivers. As soon as they had been informed of the collision, the Supervisor of Plant Protection and two members of Central Maintenance Supervision went to the scene and questioned each driver. Those three Company Representatives testified that the account of each driver at that time was identical, i.e., that the Hi-Lift was moving slowly up the hill in the far right-hand lane, that the other employee had attempted to pass in the center lane, and that the Hi-Lift at that moment had begun a left turn intending to enter the parking lot and the bucket had hit the automobile. Since the two versions were similar, the Supervisors saw no need for a further detailed investigation, and Plant Protection's report was made on the basis of the two drivers' statements. Also on that basis, the Assistant Superintendent of Central Maintenance committed the Company to pay for the damage to the other employee's automobile, and \$303.50 thus was paid.

At the hearing grievant denied that he admitted fault at the site of the collision, but what actually happened is much more consistent with Management's view as obtained at the scene and maintained consistently thereafter. No other vehicles were moving down the hill at the time and thus there was absolutely no reason for the other employee to have swerved suddenly to his right before he had cleared the Hi-Lift which, as grievant would have it, had come to a complete stop. Moreover, grievant agrees that immediately upon the two vehicles' coming to a stop after the collision, the other employee's automobile still was facing directly up the hill and parallel with the side of the road, which seems unlikely if, as grievant says, the other employee had swerved to his right and if the deepest penetration of the point of the Hi-Lift bucket had been at the rear door of the automobile.

On balance, therefore, the preponderance of the evidence indicates that grievant made a left turn from the extreme right lane without looking to the side or rear to see that the way was clear. Thus, his suspension was for proper cause.

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AWARD

The grievance is denied.

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


Clare B. McDermott
Assistant Chairman

Approved by the Board of Arbitration


W. Garret, Chairman