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# United States Steel Corporation Sheet and Tin Operations Fairfield Steel Works and United Steelworkers of Americ Local Union 1013

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BOARD OF ARBITRATION

Case No. T-1015

September 20, 1965

SUPPLEMENTAL AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Fairfield Steel Works

and

Grievance No. 153-2422

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1013

Subject: Suspension for Damaging Material.

Statement of the Grievance: "I charge Management with the violation of my rights under the Agreement between the United Steel Workers of America and the Tennessee Coal and Iron Division of the United States Steel Corp. by wrongfully suspending me from work on Dec. 21st, 22nd, 23rd, 1962."

This grievance was filed in the First Step of the grievance procedure February 6, 1963.

Contract Provisions Involved: Sections 1, 2-B, and 3 of the April 6, 1962 Agreement.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. T-1015

This grievance was heard originally in 1964, and its earlier history and the explanation for its reappearance before the Board may be gained from the following pertinent parts of the Board's August 12, 1964 Award:

1

"BACKGROUND

"This grievance from the Machine Shop of Fairfield Steel Works protests the grievant Machinist's three-day suspension for negligently spoiling work on a tilting table line shaft as wrongful, unfair, and too severe in violation of Sections 1, 2-B, and 3 of the April 6, 1962 Agreement. 1

"On the 11-7 turn on December 19, 1962, grievant was assigned to turn a heat treated, tilting table line shaft to print dimensions. The shaft was in the lathe since it had been roughed out on the previous turn, and the print was at the lathe. Because he read the coupling fit diameter of 5.0000" instead of the body diameter of 5.4375", grievant cut the shaft about one-half inch too deep for approximately 12" of its length. 2

"On December 20, 1962, grievant was given a Form 74 for carelessly spoiling the shaft and was told that he would be suspended for three days, on December 21, 22, and 23. 3

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"FINDINGS

"There is no question that grievant misread the print and cut the shaft improperly. He candidly admitted that at the time and confirmed it in the grievance proceedings and at the hearing. 5

"In light of the degree of care which Management is entitled to expect of a standard rate Machinist, it is equally clear that his conduct was negligent in that regard, which conclusion is further supported by his own statements in the grievance proceedings. 6

\*\*\*\*\*

"The Union feels convinced that a three-day suspension for grievant's conduct is too severe. The Company responds that grievant's negligence is proper cause for suspension and, therefore, urges that under 8-D the Board does not have '...jurisdiction to modify the degree of discipline imposed by the Company.' 12

"If this were all there were to the case, the grievance would have to be denied, but there is more. 13

"From the outset, as shown by the Form 74 imposed the day after the event, Management has charged that grievant's negligence '...spoiled this shaft beyond any future use....' Management's Step 2 answer says that 'This was a very expensive mistake.' In Step 4, the Union Representative asked if Management's representatives knew the value of the shaft spoiled by grievant and, after receiving a negative response, said that the value of the shaft was at that time indeterminate and it was presumed that the damaged shaft could be utilized for nothing but scrap. The Company brief alleges that '...The piece had to be scrapped.' In opening statement, the Company claimed that grievant had ruined a \$1200 shaft. 14

"On cross-examination of the General Turn Foreman who was there on the night in question, he said that the shaft involved here was kept around for a month or two, but that he did not know what had 15

"become of it and presumed that it had been scrapped. He said that an over-cut on some shafts can be welded and repaired but that this was not possible with the shaft in question since it was alloy steel and heat treated and that he never knew such a shaft to be welded.

"The Grievance Committeeman for the Machine Shop then testified, with strong earlier confirmation by grievant, that he had paid particular attention to the fate of this shaft and that it had been moved to the power saw and that two sections three-foot long had been cut from it and that crane wheels had been made from those sections. Grievant testified that he had worked on this very shaft after the event in dispute, that it had been welded, that he had turned it to 1/32" of its finished size, and that there were two instances of its having been used for crane wheel axles, after having been cut on the power saw. 16

"At this point and in response to a question from the Board, Management's spokesman stated its evaluation of grievant's negligence at \$1228.28, which was said to include the cost of the alloy steel and the cost of forging, rough machining, heat treating, and final machining, up to the point of the event in question, plus the cost of a carbon steel replacement. The Union then stressed that Management's Step 4 Representatives had said that they did not know the value of the shaft. 17

"Two convictions emerge from all this. One, it is obvious that the shaft was spoiled beyond use as a tilting table line shaft, the use for which it was intended. Secondly, it is clear that Management's initial decision to suspend grievant for three days was based upon the mistaken assumption that his negligence had ruined the shaft so that it had to be scrapped. 18

"As the Company stated in Step 4 it is '...necessary for Management in each instance to take into account all relevant facts of the particular circumstance involved.' That eminently sound principle was not followed here since the parties continued to assume through Step 4 that the shaft had been scrapped when in fact it had not been. It is true, of course that use of alloy steel for crane wheels or axles may not be economical, but it is nevertheless clear that some use of the shaft was made and that the Company's estimate of its value, which in light of Management's presentation must have been an important underlying factor in reaching its initial decision to suspend for three days, did not give credit for the value which was realized from the shaft's use, in part at least, for crane wheels or axles. The Board is without any information on what that value might be and to what extent it would reduce the \$1228.28 estimate of the shaft's value stated near the end of the hearing by the Company's spokesman.

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"Since grievant and the Grievance Committeeman were aware of the shaft's having been used for other purposes after grievant spoiled it, it is difficult to understand why that fact was not brought out in the grievance proceedings. Whatever the reason, however, there is no doubt that a possibly important element in the initial decision to suspend for three days and in the subsequent defense of that decision seems to have been overlooked. Thus, the grievance must be returned to the parties in order that Management may view the problem in light of its present knowledge that the shaft was not destroyed beyond any use but was in fact used for another purpose. This is not to say that the Board believes that Management then should either stand by, or retreat from, its

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"original decision. No opinion is expressed on that matter. What is necessary is that Management first have an opportunity to do one or the other, in light of full knowledge of the shaft's fate, before the Board is required to rule on the propriety of any discipline which might be imposed.

"AWARD

"The grievance is returned to the parties for further consideration in light of this Opinion. If discipline is imposed in light of all relevant facts, the grievance may be processed once more through the appropriate steps of the grievance procedure." 21

Following return of the grievance to them, the parties conducted additional meetings at Third and Fourth Steps. These disclosed that Management had located the remaining part of the spoiled shaft in the Machine Shop "boneyard," where scrapped and discarded material is kept for possible reuse or for cutting to size and use as Open Hearth scrap. The shaft had been 15 feet long when spoiled, and approximately six feet had been cut off and used for two crane wheel axles. The remaining piece, about nine feet long, was in the "boneyard" and thus subject to whatever future use could be made of scrapped, "boneyard" material. 2

After the fate of the spoiled shaft had been cleared up, Management determined that, if it had bought metal from outside sources instead of cutting six feet off the spoiled alloy-steel shaft and using them for crane wheel axles, it would have cost about \$57.00 for six feet of 5-1/2 inch, hot-rolled, carbon steel. If Fairfield carbon scrap had been used, it would have cost under \$10. 3

As directed by the first Award, the Company then reconsidered its action, in light of the fact that part of the shaft had been used for another purpose, and determined that 4

that reuse had not been of such significance as to change its initial decision. Thus, the three-day suspension was reaffirmed, and the grievance was returned to the Board.

### FINDINGS

Grievant's discipline was for spoiling the shaft, as the Form 74 says in three places. An important factor in determining the extent of that discipline was, as in any discipline case, the extent of the damage resulting from grievant's carelessness. 5

Since the Board had found in the first proceeding that the evidence clearly supported the charge that grievant's negligence had spoiled the shaft, it could not reasonably have been supposed that the case had been returned to the parties for reconsideration of that element, for that fact had been concluded by the Board. 6

Furthermore, if the Board had thought at the time of the original Award that some lack of precision as to the fate of the shaft were of itself fatal to imposition of any discipline, it would have so stated and would have sustained the grievance at that time and on the record as it stood then. 7

As stated in Paragraph 20 of that Award, the case was returned to the grievance proceedings for the sole purpose of insuring that Management would have an opportunity to re-assess the extent of grievant's discipline, if any, in light of indications that the entire shaft had not been spoiled beyond any use but that about six of its 15 feet had been cut off and used to make crane wheel axles. Moreover, as the original Award tried to make clear, the Board expressed no opinion there as to the manner in which Management could or should react, after the parties had clarified the matter of what subsequent use had been made of the spoiled shaft. 8

The parties resolved that matter upon return of the grievance to them, and Management then concluded that the three-day suspension should stand, since use of six feet of this alloy steel (intended as a Plate Mill tilting table line shaft) for crane axles had reduced the loss attributable to grievant's negligence by only about \$50 or \$60, at most.

Thus, the essential elements remain clear, that is, that grievant was negligent and that his negligence resulted in serious loss of material. That cannot be, and is not, denied. Therefore, the Board cannot say that grievant was disciplined without proper cause.

The Union urges, however, that it cannot perform its proper function in defending imposition of discipline when the charge is vague and shifting. But, there was nothing indefinite about the basic claim here. Management charged that grievant spoiled the work and then proved that charge.

It is true that the matter of the extent of the loss resulting from grievant's negligence was, in the first proceeding, less precise than might have been desired, but the parties' subsequent efforts have cleared up that area of confusion. Thus, the Union's legitimate concern that discipline not be imposed or reviewed by the Board until all relevant facts have been brought to light has been protected in these proceedings.

Accordingly, the grievance must be denied.

AWARD

The grievance is denied.

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

Clare B. McDermott  
Clare B. McDermott  
Assistant Chairman

Approved by the Board of Arbitration

Lyvester Garrett  
Lyvester Garrett, Chairman