

The Contract calls for immediate discharge for sleeping on the job. An equipment Operator was working a double shift on a cold night at the request of his supervisor. The Operator was parked in his forklift fifty yards from where the supervisor was. This was not his supervisor, but another supervisor. The Operator did not move his equipment for thirty minute. After thirty minutes the supervisor attempted to contact the Operator on the radio, but the Operator did not answer. The Operator stayed there for forty minutes then moved the forklift and went about his work. The Supervisor never went up to the equipment to see what was going on.

The supervisor is sure the Operator was sleeping on the job and confronts him. The Supervisor asked him what he was doing. The Operator asked for his Steward but the supervisor refused to call the Steward and kept questioning the member, who says he was not sleeping. The Supervisor waits until the next day and fires the Operator for sleeping on the job.

The Operator insists at the grievance meeting that he was not sleeping, he was just waiting for work to do. He was merely sitting going over paperwork and waiting for something to do. The Supervisor said that there was work to do but could not point at any examples. The Operator says he did not hear the radio but would have answered if he did.

1. What points are important to argue?
2. What info do you need?
3. Should he be fired?

After the meeting, the member tells you that he was in fact sleeping. What do you do with that information?

The member tells you that he has a cold and that is what made him sleepy. What do you do with this information? What do you do with this information if they can prove he was asleep?