

Award No. 692
In the Matter of the Arbitration Between
INLAND STEEL COMPANY
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL UNION 1010

Grievance No. 6-N-51

Appeal No. 1294

Arbitrator: Bert L. Luskin

November 20, 1980

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on September 18, 1980. Pre-hearing briefs were filed on behalf of the respective parties.

APPEARANCES

For the Company:

Mr. T. L. Kinach, Assistant Superintendent, Labor Relations

Mr. R. T. Larson, Arbitration Coordinator, Labor Relations

Mr. Robert H. Ayres, Manager, Labor Relations

Mr. T. J. Mulligan, Superintendent, Power and Fuels Department

Mr. V. Cherbak, Administrative Supervisor, Power and Fuels Department

Mr. W. P. Boehler, Assistant Superintendent, Labor Relations

Mr. V. Soto, Labor Relations Representative

For the Union:

Mr. Theodore J. Rogus, Staff Representative

Mr. Joseph Gyurko, Chairman, Grievance Committee

Mr. William H. Andrews, Jr., President, Local 1010

Mr. Don Lutes, Secretary, Grievance Committee

Mr. Randy Vasilak, Griever (Power and Fuels)

Ms. Mary Elgin, Grievant

BACKGROUND

Mary Elgin is a Power Department employee who is established on the occupation of Water Treater in the Steam Operating, No. 2 AC Boiler House Sequence. Ms. Elgin is an elected Union officer serving as a Trustee and as a member of the Union's eleven-person Executive Board. The President and Secretary of the Union are Company employees who are full time Union officers. All other elected trustees work their regular schedules in accordance with their seniority sequential standing. Ms. Elgin works a prevailing schedule (based upon her sequential standing) in the Steam Operating, No. 2 AC Boiler House Sequence. Members of the Union's Executive Board attend two Board meetings each month. Since Ms. Elgin is also a Trustee, she assumes partial responsibility for quarterly internal audits of the assets of the Local Union. In addition to those functions, she participates in an official capacity when departmental Union elections are held and when preparations are being made for the election of International convention delegates as well as for elections of Local Union officers. There are additional duties and functions involving internal Union affairs that require Ms. Elgin's presence, thereby necessitating regular periodic requests to the Company for Ms. Elgin's report offs for Union business. On those occasions when Ms. Elgin reports off for Union business based upon preliminary requests made by the appropriate Local Union officer, she is compensated by the Local Union in accordance with the procedures adopted by the International Union.

There are approximately 18,000 employees of Inland Steel who are members of the bargaining unit at the Company's Indiana Harbor Works who are represented by the United Steelworkers of America and its Local Union No. 1010.

On January 29, 1980, the Union's Acting President (Cliff Mezo) wrote to the Company's Superintendent (Labor Relations Department) confirming his telephone conversation with the Superintendent and informing the Company that six named persons would be reporting off from work on Union business for the period between February 3 through February 9, 1980; one named person would be reporting off for the period between February 4 through February 8, 1980; eight named persons (including Mary Elgin) would be reporting off for Thursday, February 7, 1980; one named employee would be reporting off for the days of February 6, 7 and 8, 1980; and one named employee would be reporting off for the days of February 7 and 8, 1980.

A letter dated January 30, 1980, addressed to the Superintendent of Labor Relations confirmed a telephone conversation from Acting Union President Mezo that one named employee would be reporting off for the period between February 6 through February 10, 1980; and three named employees (including Mary Elgin) would be reporting off for the period between February 4 through February 8, 1980.

On February 4, 1980, the Acting President wrote to the Superintendent of Labor Relations confirming a telephone conversation concerning report offs and advising the Company that seven named employees would be reporting off for the period of February 10 through February 16, 1980; one named employee would be reporting off for the period of February 11 through February 15, 1980; three named employees (including Mary Elgin) would be reporting off for the period between February 11 through February 14, 1980; and one named employee would be reporting off on February 14, 1980. The letter advised the Company that twenty named employees (including Mary Elgin) would be reporting off on Friday, February 15, 1980; and one additional named employee would be reporting off on Wednesday, February 13, 1980. In every instance the procedure followed by the Union's Acting President in calling the appropriate Company official and informing him of the names and departmental affiliations of employees who would be reporting off on Union business on certain specified days, was in complete conformance with the procedures adopted by the parties for advising the Company of the need for Union officials to report off on Union business. The accepted procedure was for an appropriate official of the Union to call the Company's Superintendent of Labor Relations, advise him of the names, departmental affiliations and the dates on which those identified individuals would be reporting off and confirming that conversation by letter addressed to the Superintendent of Labor Relations. In each instance attempts were made by the Union to provide the Company with the names (and departmental affiliations) of those persons reporting off in sufficient time so that their absences could be reflected when schedules were established for their respective departments.

In early January, 1980, the Superintendent of the Power and Fuel Department (Mulligan) spoke with Mary Elgin and informed her that she had been away from work on Union business for substantial periods of time that had averaged sixteen days off per month over the preceding four-month period. He called her attention to the fact that in the year 1979 she had lost 108 days of work for which she would have been scheduled as a result of the Union's request that she be permitted to report off for Union business. He informed her that the department was having considerable difficulty in filling the vacancies caused by her report offs and that the department was encountering substantial added costs because of the necessity (in many cases) to fill her vacancy by doubling over employees at a premium rate of pay. Ms. Elgin was informed that the shortage of qualified employees in the department might make it necessary for the Company, at some later point in time, to refuse to grant the request from the Union that Mary Elgin be permitted to report off for Union business. Ms. Elgin responded by informing him that she believed that she had a contractual right to report off when the Union followed the contractual procedures of notification, and she further informed the Superintendent that, under any circumstances, she had to attend a Union seminar program being held on February 14 and 15, 1980.

When the Company was informed by the letters of January 29 and 30, and February 4, 1980, that requests were being made for permission to have Mary Elgin report off on her scheduled turns of February 4 through February 8, 1980, on the 10:30 P.M. to 6:30 A.M. shift, and for the period of February 11 through February 15, 1980, on the 2:30 P.M. to 10:30 P.M. shift, the information and requests were forwarded to the Power Department members of supervision. Permission was denied to Mary Elgin to report off on those days. Ms. Elgin reported and worked the shifts for which she was scheduled on all of the days in question with the exception of the shifts of February 14 and 15, 1980. On those two days the vacancies occasioned by Ms. Elgin's absence from work were filled by doubling over employees within her own departmental sequence.

Following oral discussions of the matter, a grievance was filed (6-N-51) contending that Ms. Elgin was not afforded the right to report off for legitimate Union business pursuant to the language appearing in Article 21, Section 4, of the Collective Bargaining Agreement. The grievance contended that the appropriate language permits a Local Union officer to report off for authorized Union business, and permission to report off could not be unreasonably withheld by the Company.

The grievance was denied and was thereafter processed through the remaining steps of the grievance procedure. The issue arising therefrom became the subject matter of this arbitration proceeding.

DISCUSSION

The provisions of the Agreement directly applicable in the instant dispute are hereinafter set forth as follows:

"ARTICLE 6

"Adjustment of Complaints and Grievances

"SECTION 9. UNION REPRESENTATIVES.

6.27 "b. The grievance committeeman or, in their absence from the plant for any reason, the assistant grievance committeemen shall be allowed to report off from scheduled work, without pay, (1) to attend meetings of the grievance committee (where possible, such requests to report off shall be made by Wednesday of the week preceding the week in which the meeting is to be held by the Chairman of the Grievance Committee to the Superintendent of Labor Relations)

"ARTICLE 21

"General Provisions

21.4 "SECTION 4. LOCAL OFFICERS--REPORTING OFF.

"The officers of the Local Union shall be allowed to report off from scheduled work at reasonable times for the purpose of transacting legitimate Union business. Requests to report off shall be made by the President of the Local Union to the Superintendent of Labor Relations who shall transmit such requests to the respective department superintendents. Such permission to report off shall not be unreasonably requested and shall not be unreasonably withheld."

The evidence clearly established the fact that Ms. Elgin had been elected to a Union position of importance and significance. As a Trustee she must serve on the Executive Board and she must attend Board meetings. She must assume a significant measure of responsibility for other substantial Union functions that have been more fully set forth in the background portion of this opinion and award. It would follow, therefore, that the applicable facts and circumstances would determine whether the Company did or did not unreasonably withhold permission for Ms. Elgin to be off from work for Union business for a period of two consecutive weeks (February 4 through 8, and February 11 through 15, 1980). By the same token, the facts and circumstances would determine whether the request made by the Union that Ms. Elgin be permitted to report off for that period of time was an unreasonable request.

Ms. Elgin holds a position of Water Treater (Steam Operating) at the No. 2 AC Station Boiler House. Her position is in an 11-step sequence and her established occupation is the ninth occupation from the top end, conversely, is the third occupation from the bottom. Various types of sequence employees' absences are covered in different ways depending upon the shift on which the absence occurs. It is significant to note that the operation of all jobs in the sequence involves continuous manning of the facilities. As a consequence, where there are insufficient numbers of employees available to the Company to fill temporary vacancies, some employees are regularly required to work overtime and some employees may be required to double over.

The Company contended that there are forty-four bargaining unit employees established in the sequence. Some sixteen percent employees were lost from the sequence in 1979 when ten employees transferred to the newly established No. 5 Boiler House sequence, and six employees left the sequence as a result of retirements, terminations or transfers out of the sequence. The Company contended that not enough employees had been trained or were otherwise available from other sources to fill all positions in the sequence during the period in question. The Company contended that the vacancies could have been filled only by means of overtime assignments that would have incurred substantial added costs.

There can be no question but that there was a shortage of experienced employees in the sequence in question at the time that permission was requested for Ms. Elgin to be away from work for two consecutive weeks in the month of February, 1980. It is also evident that Power Department supervision was as much concerned with Ms. Elgin's poor attendance record as it was with the fact that it was being additionally inconvenienced from time to time as a result of Ms. Elgin's having been off from work for 108 days in the year 1979 because of reports offs for Union business.

Ms. Elgin had developed a poor attendance record (exclusive of her excused absences because of Union business). She had been suspended for one day in June, 1978, after having been reprimanded for excessive absenteeism. In July, 1979, she was suspended for three days for excessive absenteeism, and in August, 1979, she underwent a record review concerning her excessive absenteeism.

Ms. Elgin's overall attendance record should have played no part in determining whether the Union's request for permission for Ms. Elgin to be off for the periods in question was an unreasonable request. Ms. Elgin's record of absenteeism should have played no part in the Company's decision to grant or to withhold permission for Ms. Elgin to be off from work as requested.

The Union's membership is in excess of 18,000 persons and, of necessity, requires the assumption of substantial duties and obligations by Union officers who are full-time employees of the Company. The

Company was at all times aware of the need for some employees to be off from work on Union business. It is evident that the duties of a Union Trustee are so broad, extensive and demanding as to require that an employee holding that position within the Union would have to spend substantial periods of time away from work. While that would necessarily create scheduling problems and difficulties for members of supervision, the parties anticipated the existence of such problems when they reached agreement for the inclusion of Article 21, Section 4, into the Collective Bargaining Agreement. The record would indicate that the Union has not abused the provision by making excessive and inordinate requests for time off for some officers of the Local Union. The Company has fully and completely cooperated with the Union by granting requests for time off. It would appear that in only one instance was permission withheld when a request was made by the Union that a substantial number of employees be permitted to report off at the same time.

It would appear that for many years the Union officers and Company officials responsible for the administration of Article 21, Section 4, have fully and completely applied the "rule of reason" in the administration of the provision. While there can be no question but that supervision would have been inconvenienced to a significant degree if the grievant had been permitted the time off that the Union had requested, the fact remains that the situation was not so critical in nature as to have caused a serious operational problem if the Company had granted the Union's request for Elgin's report offs for the period in question. Operating conditions and available manpower had not changed to a significant degree at the time the request was made and denied.

It should be noted that under Article 6, Section 9, the parties placed specific limitations upon the permissive absences of Grievance Committeemen. Committeemen could be granted time off from work (without pay) for the purpose of attending meetings of the Grievance Committee. By contrast, no such limitation was placed upon the procedures to be followed in granting time off to officers of the Local Union. The Union agreed under Article 21, Section 4, that the Union's request for time off would be reasonable in nature, and the Company agreed that it would not unreasonably withhold such permission.

On the basis of the record in this case the arbitrator must find that the impending absences of Ms. Elgin for the two weeks in question might have caused some inconvenience to the Company and some anticipated additional costs incident to the possible payment of overtime. The fact remains, however, that Ms. Elgin's absences could have been covered and the consequent scheduling problems that would have arisen would not have been so serious or significant in nature as to have justified the denial of the Union's request in this case.

For the reasons hereinabove set forth, the award will be as follows:

AWARD No. 692

Grievance No. 6-N-51

The grievance is sustained. The request of the Union that Mary Elgin be permitted to report off for the period of time in question should have been granted.

/s/ Bert L. Luskin

ARBITRATOR

November 20 , 1980