

In the Matter of Arbitration

Between)
Inland Steel Company) Grievance No. 9-L-64
and) Appeal No. 1210
United Steelworkers of America) Award No. 613
Local 1010) Opinion and Award

Appearances:

For the Company

T. J. Peters, Arbitration Coordinator, Labor Relations
R. H. Ayres, Assistant Director, Labor Relations
R. J. Stanton, Assistant Superintendent, Labor Relations
T. L. Kinach, Senior Labor Relations Representative
W. P. Boehler, Senior Labor Relations Representative
D. J. Fabian, Superintendent, Planning and Development,
Blooming and Structural Mills

For the Union

T. J. Rogus, International Staff Representative
W. E. Bennett, Chairman, Grievance Committee
Clifford Scott, Assistant Grievance Committeeman
James Bonewits, Steward

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The Grievant, J. Bonewits, is the Union Steward in Grievance Area No. 9. He requested a meeting on October 19, 1973 with the Superintendent of the 10" and 14" Mills to discuss an employee complaint in Step 2 of the grievance procedure, but the Superintendent declined to meet with him although he was designated by the Grievance Committeeman as his representative to hold this Step 2 oral discussion. This grievance seeks to prevent a repetition of the course followed by the Superintendent in this instance. The Company denies it thereby violated the contract provisions cited by the Union, which are Article 6, Section 3, Paragraph 6.6.1 and Article 6, Section 9, Paragraph 6.26.

Paragraph 6.6.1 is as follows:

"Step 2. A complaint in Step 2 shall be discussed at a mutually convenient time between the Grievance Committeeman and the Department Superintendent, or their designated representatives, within seven (7) days after the oral disposition is filed with the Department Superintendents. The Step 2 participants shall also include the grievant and the foreman involved in the case. The Department Superintendent and area Grievance Committeeman, or their designated representative, may, by agreement, invite to participate in the discussion any of the additional participants who are provided for under Step 1 as may be necessary and available for aid, but such additional participants shall not relieve the Grievance Committeeman and the Superintendent of the department from responsibility for solving the problem. At the conclusion of such meeting, the Superintendent and area Union Representative shall prepare and sign a statement on the oral disposition form, setting forth the facts of the case as stated by the Company and Union Representatives, the relief sought, and the reasons stated in support of and in opposition to granting the relief sought and the contract provisions relied upon. Within three (3) days after such meeting, the Superintendent shall record on the oral disposition form his decision as to the complaint and return such form to the Grievance Committeeman."

Paragraph 6.26 states that:

"The duties of the Grievance Committeeman, Assistant Grievance Committeeman and Stewards shall be confined to the adjustment of complaints or grievances of employees whom they represent in their respective area (except as otherwise specifically provided in this Agreement), and neither they nor any officer or representative of the Union shall exercise any authority or control over the functions of Management as set forth in Article 3 hereof, subject, however, to the limitations contained in said Article."

The Company's position is that Paragraph 6.25 of Article 6, Section 9 constitutes a specific restriction on the scope of the Steward's duty or authority in the grievance procedure, and that this paragraph overrides the provisions of Paragraph 6.6.1 which are more general in nature.

In Paragraph 6.24 it is provided, after discussing the number and functions of Grievance Committeemen and Assistant Grievance Committeemen,

that the "Union may appoint additional representatives for such area to be known as 'Stewards' in accordance with the following table... ."

The first sentence of the following Paragraph, which is 6.25, states:

"Stewards shall be limited to the right to act under Section 3, Step 1 of Article 6."

Misgivings were expressed by both parties. The Company was concerned over the attempt of the Union to enlarge the number of Union representatives or officials functioning in this plant, and the likelihood that if the Union prevails in this grievance it will undermine the status and position of the Assistant Grievance Committeeman. The Union, on the other hand, urged that effective representation should not be denied employees who have complaints, that often the Steward may have a better understanding of the given problem than either the Grievance Committeeman or the Assistant, that there is no contract restriction on whom the Superintendent or the Grievance Committeeman may designate as their respective representatives to participate in Step 2 discussions.

Both professed a genuine desire to have the grievance procedure function effectively and expeditiously, expressing gratification over the progress that has been made in recent years and indicating their deep interest in advancing this progress and thereby promoting their mutual welfare.

It is true that the parties have vastly improved their handling of grievances. One of the most gratifying features has been their ability to resolve problems in the early stages. The complaint does not become a written grievance until the Step 2 oral discussion is concluded. Hosts of incipient grievances have been concluded in the Step 1 or Step 2 discussions, and this has undoubtedly served as assurance to both sides that grievance handling can be a cooperative and constructive effort, and this assurance should if possible be strengthened and not undermined.

While the first sentence of Paragraph 6.25 clearly states that Stewards shall be limited to the right to act in Step 1, the provisions of Paragraph 6.6.1 obviously raise the question which has led to this dispute. Paragraph 6.6.1 is the contract provision upon which the Union mainly relies in this grievance. There it is stated that the Step 2 discussion shall be between the Grievance Committeeman and the Department Superintendent, or their designated representatives, and these representatives are again mentioned in connection with the possible agreement to invite in others to participate in the discussion. After the discussion is concluded, a statement must be prepared summarizing the facts and positions stated by both sides together with the relief sought and the contract provisions relied upon. There follow other stipulations relating to possible settlement, withdrawal or appeal by the Superintendent or the Grievance Committeeman and the requirement that if the complaint is to have any

further consideration a written grievance must be filed with the Superintendent signed by the Grievant and the Grievance Committeeman. Noteworthy is the fact that there is no contractual restriction on whom either the Grievance Committeeman or the Superintendent may designate as his representative to participate in the oral discussion stage of Step 2. It has been suggested that while the Superintendent is free to choose whomever he may desire to be his "designated representative," the same expression when applied to the Grievance Committeeman produces no such choice, that only the Assistant Grievance Committeeman may serve as his designated representative, and that the individual who happens to be a Steward may not be so designated.

The fair construction of the contract provisions cited by the Company and the Union is that a Steward as such does not have the right on his own volition to insist upon participating in Step 2 of the grievance procedure, but that if on a case by case basis the Grievance Committeeman designates a person who happens to be a Steward to serve as his representative in a Step 2 oral discussion he is free as such designated representative to do so. The same of course is true of anyone the Superintendent may choose to designate as his representative. As designated representative the authority of such a Steward ends when the discussion stage is concluded. All subsequent functions in Step 2, as stipulated in Paragraph 6.6.1 and in the two Paragraphs which follow, must be performed not by the designated representative but by the others specified in these contract provisions.

The latter point is stressed to indicate the limited authority which the designated representatives have and to allay the Company's expressed concern over the possibility of demeaning the Assistant Grievance Committeeman, or possibly even the Grievance Committeeman, if the Steward is designated to act as representative in the discussion stage of Step 2.

Moreover, this grievance does not reflect any attempt on the Union's part to increase the number of representatives in the plant. The number is fixed by the contract. What the Union desires is the ability to make more efficient use of the Union representatives specified in Paragraph 6.24. It wants more flexibility in this respect and it seems convinced that this may help avoid delays and expedite grievance handling. For the limited purposes indicated, in view of the provisions of Paragraph 6.6.1, even in the face of Paragraph 6.25, the Union may not thereby be said to be seeking to avoid or change the provisions of the parties' collective bargaining agreement.

AWARD

This grievance is granted.

Dated: September 13, 1974



David L. Cole, Permanent Arbitrator

The chronology of this grievance is as follows:

Grievance filed	November 15, 1973
Step 3 hearing	December 5, 1973
Appeal to Step 4	December 26, 1973
Step 4 hearing	February 8, 1974
Appeal to Arbitration	March 18, 1974
Date of Hearing	June 24, 1974
Date of Award	September 13, 1974