

In the Matter of the Arbitration Between

INLAND STEEL COMPANY

AND

UNITED STEELWORKERS OF AMERICA  
AND ITS LOCAL UNION 1010

Grievance No. 5-N-4  
Appeal No. 1244  
Award No. 644

Grievance of  
Pablo Granados

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on May 17, 1978.

APPEARANCES

For the Company:

Mr. T. L. Kinach, Senior Labor Relations Representative  
Mr. W. P. Boehler, Arbitration Coordinator, Labor Relations  
Dr. P. M. Dunning, M. D., Medical Director, Medical Department  
Mr. L. R. Barkley, Administrative Assistant, Labor Relations  
Mr. R. Vela, Senior Labor Relations Representative  
Mr. J. E. McConnell, Superintendent, No. 2 BOF Department  
Mr. J. D. Corso, Assistant Superintendent, No. 2 BOF Department  
Mr. R. D. Neirman, General Foreman, No. 2 BOF Department

For the Union:

Mr. Theodore J. Rogus, Staff Representative  
Mr. Joseph Gyurko, Chairman, Grievance Committee  
Mr. Phil King, Acting Secretary, Grievance Committee

Mr. Michael Mezo, Griever  
Mr. Leo Hernandez, Griever  
Mr. Pablo Granados, Grievant

Arbitrator:

Mr. Bert L. Luskin

BACKGROUND

Pablo Granados was employed by the Company on July 24, 1951. In January, 1978, Granados was working as a switchman at the No. 2 BOF Department.

On December 15, 1977, Granados was suspended from employment and was informed that he would be "subject to discharge" because of his absenteeism. A hearing was held on December 22, 1977. On January 3, 1978, Granados was informed that he had been terminated from employment.

A grievance was filed on January 5, 1978, protesting the termination and requesting reinstatement to employment. The grievance was thereafter processed through the remaining steps of the grievance procedure and the issue arising therefrom became the subject matter of this arbitration proceeding.

DISCUSSION

The Company contended that it had followed accepted principles of corrective and progressive discipline before it concluded that just cause existed for the grievant's termination from employment.

In the most recent five-year period of his employment Granados had been suspended for one turn and suspended again for three turns in 1973 for absenteeism. His continued record of absenteeism resulted in counseling and interviews with superintendents and assistant superintendents in February, 1974, March, 1975, and August, 1975. On each of those occasions Granados was warned and cautioned that a continuation of his poor attendance record would result in the imposition of severe forms of discipline including termination from employment. In October, 1975, Granados was suspended for two weeks and was warned at that time that the Company could no longer tolerate the type of record being built by Granados. There was very little attendance improvement after that suspension, and on January 12, 1976, Granados was suspended (for absenteeism) preliminary to discharge. Following meetings between the parties, the Company (on January 28, 1976) agreed to permit Granados to return to work on a conditional basis. Granados had to agree to enter and to remain in an accepted therapeutic and rehabilitative program "in an effort to resolve your drinking problem." He would then be permitted to return to work and would be afforded "one final chance with the following stipulations...." He would be required to continue treatment to completion, arrange a return interview with his superintendent and, upon successful completion of

the program, he would be required to submit certification from the hospital to the Medical Department. The last stipulation provided that any unauthorized absence following return to work "will be cause for your immediate suspension preliminary to discharge."

Following Granados' return to employment in March, 1976, he continued to work without incident until developing absenteeism resulted in an interview with his superintendent on October 15, 1976. Granados was again warned and cautioned of the consequences that would result from his failure and refusal to report for work as scheduled. He was again interviewed on November 3, 1976, and he was again cautioned concerning developing absenteeism. There were no further incidents of discipline imposed against Granados other than a suspension for one turn in July, 1977, for "unsatisfactory work performance." In December, 1977, Granados was suspended preliminary to discharge and the suspension was thereafter converted to a discharge.

The Union contended that the Company had condoned Granados' poor attendance record after the Company became aware of the fact that Granados had a drinking problem. It was the Union's contention that the Company should have forced Granados (under threat of suspension and discharge) to enter an alcoholic rehabilitative program, attend the program and to make certain that Granados refrained from drinking to excess, which would result in his continuing record of absenteeism. It was further the Union's contention

that the Company should permit Granados to continue to work until such time as he had completed thirty years of service with the Company, after which Granados would have been eligible for a full pension.

All of the competent evidence in the record would indicate that the Company (after becoming aware of the fact that Granados had a drinking problem) made every reasonable effort possible to induce Granados to accept treatment for alcoholism. The Company continuously counseled with Granados and urged him to accept treatment. For a long period of time Granados refused to admit or to concede that he had a drinking problem. Granados did not believe that taking a few drinks meant that he was an alcoholic. The fact remains, however, that Granados did admit and concede that his record of excessive absenteeism was caused primarily by his failure to report for work after he had been drinking to excess. Even after his termination in January, 1976, and his conditional return to employment (following rehabilitative treatment) Granados refused to concede that his problem was caused primarily because of his addiction to alcohol. It would appear that he entered and participated in therapeutic programs only because it appeared to Granados that a failure to attend those programs would result in a termination from employment. It becomes evident from Granados'

testimony in this proceeding that he had, at all times, refused to accept the fact that he was an alcoholic, admit that he had an addiction and to seek treatment until after his most recent discharge from employment on January 3, 1978.

The Company has complied with every contractual provision relating to its responsibilities with respect to the problems being encountered by Granados. The Company offered him treatment and counseling. It urged, warned and threatened Granados with termination from employment if he failed to improve his record. The Company did take into consideration the fact that Granados was a long-service employee who, in December, 1977, had more than 26 years of service with the Company. The Company had exercised patience and had responded to a plea from the grievant's committeeman following the discharge on January 12, 1976, when it permitted Granados to return to work subject to certain conditions. Granados was required to receive rehabilitative hospitalization, therapeutic treatment and attend an accepted alcoholism program. He was also warned of subsequent termination if he continued to be absent from employment without a reasonable excuse.

Last chance agreements of the type reached between the Company, Granados and the grievant's Union representative should be honored. They do, in most cases, indicate a willingness by the Company to recede from a position where it believed that just cause

existed for termination from employment in order to provide an employee with one more chance to demonstrate that he is willing and able to meet the terms of continued employment, provided that the employee accepts the imposed conditions.

There is nothing in this record that would in any way indicate that the Company had ever condoned Granados' continued absences from work. The fact that the Company had exercised patience, restraint and compassion would not indicate that the Company has at any time waived its right to demand and require that Granados maintain a reasonably good attendance record. His long service with the Company does not provide him with immunity from termination. His length of service, however, may mitigate against discharge where circumstances are present which would justify the imposition of a penalty less than that of termination from employment.

The record would indicate that following Granados' return to employment in March, 1976, (pursuant to the last chance agreement), he had no further attendance problems until October and November, 1976, when he had to be counseled by his superintendent concerning developing absenteeism. From that time forward one year elapsed before the Company took further disciplinary action for absenteeism when it suspended Granados preliminary to discharge on December 15, 1977.

In reviewing Granados' record for the period of one year preceding his suspension and termination from employment, it would appear that Granados had been absent from work on thirteen occasions. Five absences were caused by problems involving "transportation." Granados conceded that in those instances he had been drinking to excess and that lack of transportation was not the primary reason for those absences. Three of the thirteen absences were listed as caused by "sickness." Two of those three days were caused by a fracture of a hand sustained by Granados in September, 1977. Granados' record in 1977 was much better than his record in 1975, and it was a significant improvement over his attendance record of 1973 and 1974.

Almost two years had elapsed between the issuance of the January 18, 1976, last-chance letter of restoration to employment and the December, 1977, suspension. Consideration would have to be given to the fact that there was some improvement in Granados' attendance record in 1976 and 1977. Granados should be given one more opportunity to demonstrate that he is willing and able to report for work as scheduled. Granados testified that he is currently attending an approved rehabilitative program and has now become convinced that he is an alcoholic who will find himself in trouble if he fails to curb his appetite for alcohol. Granados should have an added chance. The arbitrator must point out, however, that providing Granados with the opportunity to demonstrate



that he is willing and able to report for work as scheduled on a regular basis, does not mean that the Company is in any way precluded from terminating Granados from employment if he fails to report for work on a regular basis.

The arbitrator will, therefore, find that Granados should be restored to employment with the Company, with full seniority rights, but without any back pay. The intervening period between the date of his initial suspension from employment on December 15, 1977, and the effective date of his restoration to employment shall be considered to constitute a disciplinary suspension from employment.

AWARD NO. 644

Grievance No. 5-N-4

Pablo Granados shall be restored to employment with the Company, with seniority rights, but without any back pay from the period of his suspension from employment on December 15, 1977, until the effective date of his restoration to employment. The intervening period shall be considered to constitute a period of disciplinary suspension from employment.

  
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ARBITRATOR

May 31, 1978

CHRONOLOGY

Grievance No. 5-N-4

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|---------------------------|-------------------|
| Grievance filed in Step 3 | January 5, 1978   |
| Step 3 hearing            | January 10, 1978  |
| Step 3 minutes            | January 31, 1978  |
| Step 4 hearing            | February 16, 1978 |
|                           | March 8, 1978     |
| Step 4 minutes            | April 12, 1978    |
| Appeal to arbitration     | April 13, 1978    |
| Heard in arbitration      | May 17, 1978      |
| Award issued              | May 31, 1978      |