

In the Matter of the Arbitration Between

_____	)	
INLAND STEEL COMPANY	)	
	)	Grievance No. 25-R-7
AND	)	Appeal No. 1357
	)	Award No. 743
UNITED STEELWORKERS OF AMERICA	)	
AND ITS LOCAL UNION 1010	)	
_____	)	

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on December 2, 1983. Pre-hearing briefs had been filed on behalf of the respective parties and exchanged between them.

APPEARANCES

For the Company:

Mr. Marion M. Roglich, Coordinator, Labor Relations  
Mr. Robert B. Castle, Arbitration Coordinator, Labor Relations  
Mr. Wright D. Bozeman, Assistant Superintendent, 80" Hot Strip Mill  
Mr. Robert Kosakowski, General Foreman, Labor & cranes, 80" Hot Strip Mill  
Dr. Preston M. Dunning, Director, Medical Department  
Mr. John T. Bean, Clinic Counselor, Medical Department  
Mr. Michael O. Oliver, Senior Representative, Labor Relations

For the Union:

Mr. Thomas L. Barrett, Staff Representative  
Mr. Joseph Gyurko, Chairman, Grievance Committee  
Mr. Don Lutes, Secretary, Grievance Committee  
Mr. Gene Cieslak, Griever  
Mr. Araldo Manzo, Griever  
Mr. Al Peno, Assistant Griever

Mr. Tom Hargrove, Steward

Mr. George Rodgers, Grievant

Arbitrator:

Mr. Bert L. Luskin

BACKGROUND

George Rodgers was employed by the Company on February 12, 1973. He worked as an employee of the 80" Hot Strip Mill Department until he was suspended from employment on April 14, 1983, and thereafter terminated from employment on April 26, 1983.

During Rodgers' period of employment he had accumulated a record of unsatisfactory attendance that had resulted in a series of reprimands and suspensions from employment. On November 1, 1982, Rodgers was suspended from employment preliminary to discharge as a result of his continued unsatisfactory attendance record. A hearing was conducted by the Company on November 3, 1982. On November 11, 1982, Rodgers was informed that the Company had concluded that no new facts had been developed that would justify altering the department's superintendent's decision to terminate Rodgers. The Company, however, informed Rodgers that it had decided to give him one final chance to prove that he could be a responsible employee. The following terms and conditions were established as a condition precedent to his restoration to employment.

- "1. Upon receipt of this letter, you will contact your general foreman to determine your work schedule.
- "2. All time lost as a result of the Company's action, including any unworked holidays, until you are placed back on the work schedule, shall constitute disciplinary time off.
- "3. Upon receipt of this letter, you will report to Mr. John Bean, Clinic Counselor, and enroll in and participate in the Inland Program for Problem Drinkers until released by the Inland Medical Department.
- "4. For a six (6) month period you are precluded from working any positions which entail operating mobile equipment.

"5. You will forfeit all group insurance coverage and benefits which you or your dependents would otherwise have been entitled to for claims arising during the period of your suspension, and no coverage will be reinstated until you return to work.

"6. Upon resuming work, you will meet with your department superintendent, at which time your record will be reviewed and your duties and obligations as an employee of Inland Steel again outlined.

"7. This arrangement represents a final chance at employment, and any repetition of the conduct which precipitated suspension in this instance or any other violation of Company rules or regulations will be grounds for immediate suspension preliminary to discharge."

On November 16, 1982, Rodgers received a reinstatement record review conducted by the assistant superintendent. On November 17, 1982, the terms and provisions of the reinstatement agreement were incorporated in a letter addressed to Rodgers, and are hereinafter set forth as follows:

"REINSTATEMENT RECORD REVIEW

"November 17, 1982

"George Rodgers  
Check No. 28002

"On November 16, 1982, you were given a reinstatement record review in the office of the Assistant Superintendent. Also in attendance at this meeting were Messrs. Robert Kosakowski, General Labor Foreman, Araldo Manzo, Grievance Committeeman and the writer.

"The purpose of this reinstatement record review was to describe the requirements that you must adhere to in order to maintain your employment with Inland Steel Company. They are as follows:

- "1) You will report to Mr. John Bean, Clinic Counselor, and enroll in and participate in the Inland Program for Problem Drinkers until released by the Inland Medical Department.
- "2) For a six (6) month period you are precluded from working any positions which entail operating mobile equipment.
- "3) You will forfeit all group insurance coverage and benefits which you or your dependents would otherwise have been entitled to for claims arising during the period of your suspension, and no coverage will be reinstated until you return to work.

"Items 3 and 4 were both talked with you in some detail. Also discussed was the fact that you would continue in the Company's Alcohol Program. You stated you understood and would adhere to these requirements.

"You were asked if we could offer any assistance to you in scheduling so that you could become prompt in your attendance. You asked that you be scheduled the same turns as another employee for a two week period because at the present time you were short of operating funds. At this time this request was granted to you by the writer.

"You were asked if you had any other problems that would make you not prompt in your attendance. You stated you did have some marital difficulties but that you had them under control.

"This is your final warning that you must adhere to the requirements as stated in the certified letter you received on November 11, 1982 and that you must adhere to the commitment you made at this record review or you will subject yourself to suspension with cause for discharge.

"Wright D. Bozeman  
Assistant Superintendent  
80" Hot Strip Mill"

Rodgers agreed to accept reinstatement on the basis of the terms and conditions set forth in the final chance letter, and he was restored to employment with the period between the date of his suspension and termination from employment and the date of reinstatement to be considered to constitute a period of disciplinary suspension from employment.

Following the issuance of the final chance letter, a record review had been held with Rodgers where he was again impressed with the necessity that he must comply with the terms and conditions of the final chance agreement. Subsequent to that record review of November 16, 1982, Rodgers was off sick on February 12, 1983. He was again absent on April 9, 1983. On April 11, 13 and 14, 1983, he failed to report off for his scheduled shifts of work. He was thereupon suspended from employment, and was subsequently terminated.

A grievance was filed protesting the termination from employment and contending that Rodgers' termination was unjust and unwarranted in "light of the circumstances involved." The grievance requested that Rodgers be reinstated to employment and paid all moneys that he was caused to lose. The grievance contended that the Company had violated Article 3, Section 1, Article 8, Section 1, and Article 14, Section 8, of the Collective Bargaining Agreement.

that period of time Rodgers did carry out the terms of the final chance agreement. In view of what appeared to be a sincere and partially successful effort on Rodgers' part to carry out the terms and conditions of the final chance agreement, some consideration should be given to restoring Rodgers to employment. In the opinion of the arbitrator, there are strong and compelling reasons for treating this case as an exception to the general rule.

Except for his absentee record, Rodgers has been considered to be a reasonably good employee. In the opinion of the arbitrator, the facts and circumstances in this case would warrant and justify restoration of Rodgers to employment with the Company based upon certain conditions that Rodgers must observe if he expects to continue in employment with the Company. Rodgers should be restored to employment with the Company, with seniority rights, but without any back pay for the period between his termination from employment and the effective date of his restoration thereto. Rodgers' restoration to employment shall be conditioned upon his acceptance of a final chance agreement which contains the same terms and conditions as were set forth in the final chance agreement of November 11, 1982.

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

AWARD NO. 743

Grievance No. 25-R-7

George Rodgers shall be restored to employment, with seniority rights, but without any back pay for the period between the date of his termination from employment and the effective date of his restoration thereto. The intervening period shall be considered to constitute a period of disciplinary suspension from employment.

George Rodgers' return to employment shall be conditioned upon his willingness to accept the terms and conditions of a final chance agreement that would incorporate

respect to the need for honoring final chance agreements. If they are to serve any useful purpose, final chance agreements must be respected and the terms and provisions thereof must be honored. Although this arbitrator has pointed out in other awards that unusual mitigating circumstances may be present that might justify the setting aside of a termination for violation of a last chance agreement, the facts and circumstances would have to be so compelling in nature as to warrant a departure from what must be considered to be a general rule that agreements between the parties should be honored and respected.

Under ordinary circumstances, the fact that an employee participates in a post-discharge rehabilitation program would not in and of itself warrant or justify setting aside a final chance agreement.

Following his termination from employment, Rodgers entered a rehabilitation program and has been able to control his drinking problems to a degree where it would be reasonable to assume that, if he were to be restored to employment, he would be able to report for work regularly in the same manner required of any other employee. As a general rule, post-discharge activities should not be the controlling factor. There are considerations in this case, however, that are somewhat unique and compelling in nature. Rodgers did participate in the Company's program in the months of November and December, 1982, and January, 1983. During that period of time his attendance improved and was considered to be acceptable in every sense of the term. His problems arose after he left the program. When the Company learned that he was no longer participating in the program and had been absent from work for four days in April, 1983, it took the action that led to Rodgers' suspension and termination from employment.

For a period of time after Rodgers entered into the final chance agreement he carried out his obligations. He reported for work regularly and he did participate on a regular basis in the Company's rehabilitation program. It would appear that for

attend and participate in the Inland Program for Problem Drinkers until such time as he might be released by the Inland Medical Department.

Rodgers went on vacation in February, 1983, at about the time that he was scheduled to move from the initial phase of the rehabilitation program to the next phase, which would have involved establishing a procedure for attendance at AA meetings and for additional individual counseling. Rodgers did not appear for those sessions, and efforts to inform Rodgers that he must resume his attendance in the Company's rehabilitation program were unsuccessful. Rodgers was on lay off for a period of time. Rodgers then failed to report for work on four occasions in the period between April 9 and 14, 1983. It was those absences and Rodgers' failure to continue his participation in the rehabilitation program that resulted in his suspension and termination from employment based upon his failure to carry out the terms and conditions of the final chance agreement.

There can be no question but that the Company was in full and complete compliance with the procedures set forth under the language of Article 14, Section 8, of the Collective Bargaining Agreement. It continually offered Rodgers access to the rehabilitation program and, on a number of occasions, it urged Rodgers to participate in the program. Rodgers began participating in the program only after he was informed that his continued employment with the Company was contingent upon the elimination of his attendance problem, which could only be accomplished if he was able to control his addiction to alcohol.

This arbitrator has issued a number of awards at Inland Steel Company arising out of grievances filed after employees were terminated for violation of agreements and understandings reached as part of a final chance letter of understanding. This arbitrator has adopted the same position as have numerous arbitrators in basic steel with

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 primary source of Rodgers' problems during his ten-year period of employment with the Company was his poor attendance record. It is evident that a substantial portion of his absences were directly related to Rodgers' addiction to alcohol and his inability to control his drinking problem. In 1978 Rodgers was treated for alcoholism at a veterans' hospital. He received treatment at a detoxification center in January, 1982. He was treated for alcoholism at Gary's Mercy Hospital in April, 1982. He was again treated at that hospital for his alcoholism condition in September, 1982. He received Company insurance benefits. On each of the four occasions the Company communicated with Rodgers and offered to provide him with assistance by means of the Company's rehabilitation program. Rodgers declined those offers of help until he was informed in September, 1982, during a record review, that he must seek help or the Company would no longer continue him in active employment. Rodgers then entered the Company's alcoholism program and began to participate in counseling sessions. Those sessions continued until Rodgers had completed the initial phase of the program in January, 1983, at which point he was ready to move into a secondary phase which would have involved counseling and active participation in an AA program.

When Rodgers was suspended from employment preliminary to discharge on November 1, 1982, he was informed at that point in time that he would be given a "final chance" to return to work based upon the terms and conditions to be set forth in a "final chance" letter of understanding. One of the conditions of the final chance understanding was that Rodgers would have to report for work regularly and to continue to



the same terms and conditions that were incorporated in the final chance agreement of  
November 11, 1982. \_ \_

Burt L. Luckin  
ARBITRATOR

December 22 1983

CHRONOLOGY

Grievance No. 25-R-7

Grievance filed	April 27, 1983
Step 3 hearing	May 11, 1983
Step 3 minutes	June 3, 1983
Step 4 appeal	June 10, 1983
Step 4 hearing	September 1, 1983
Step 4 minutes	November 22, 1983
Appeal to Arbitration	November 22, 1983
Arbitration hearing	December 2, 1983
Award issued	December 22, 1983