In the Matter of Arbitration

Between Inland Steel Company and United Steelworkers of America Local 1010	Grievance No. PIB-L9-82 Appeal No. 1206 Award No. 611

Appearances:

For the Company

S. W. Wirpel, Assistant Manager, Labor Relations
R. H. Ayres, Assistant Director, Labor Relations
R. J. Wilson, Supervisor, Insurance and Benefits, Personnel
L. R. Barkley, Administrative Assistant, Labor Relations
T. J. Peters, Arbitration Coordinator, Labor Relations
R. J. Stanton, Assistant Superintendent, Labor Relations
M. R. Zarowny, Senior Claims Administrator, Insurance and Benefits
T. L. Kinach, Senior Labor Relations Representative
W. P. Boehler, Senior Labor Relations Representative
W. W. Gillespie, Labor Relations Representative
R. D. Ellis, Labor Relations
E. M. Hamilton, Claims Administrator, Insurance and Benefits

For the Union

Theodore J. Rogus, Staff Representative

The grievant, Artway Cast, was disciplined on November 29, 1972 by two days off without pay, November 30 and December 1. This followed a similar discipline on November 27 and 28, all because of absenteeism. By this grievance the issue raised is whether this was a suspension for purposes of determining coverage under the Program of Insurance Benefits (PIB) with particular reference to Sickness and Accident.

He was injured on December 2 while waiting for a ride to the plant, being attacked by an unknown assailant. He did not return to work until two months thereafter.

PIB provides in Paragraph 7.14 that if an employee ceases "work because of suspension" his S & A coverage will terminate on the date he ceases work.

The Company's position is that he ceased work because of a disciplinary suspension some days before he was injured, and that under the provisions of Paragraph 7.14 his S & A coverage was not in effect when he was injured.

Although this is literally so, the Union contends that grievant was "disciplined" but not "suspended", and that Paragraph 7.14 does not apply to this situation. The Union urges that, as indicated in Article 8, Section 1 of the collective bargaining agreement, suspension as used at Inland relates only to the stage preliminary to discharge.

The Company's response is that the PIB was modified in the last negotiations between the Union and the Coordinating Committee representing ten steel companies. Prior thereto, S & A benefits were cut off at the end of the month in which an employee was disciplined by suspension. In the 1971 negotiations it was intended to have the revised procedures apply uniformly to all ten steel companies, including Inland. The Union argues nevertheless that at Inland "suspension" and "discipline" have not been synonymous, suspension, as stated above, being confined to the period in which the Company decides whether to convert the suspension into a discharge.

Common usage and the parties' collective bargaining agreement do not support the Union's position. "Discipline" and "disciplinary action" are broad terms which include a variety of kinds of penalties. Such penalties extend from criticisms or reprimands through discharges, and include suspensions or layoffs without pay.

All arbitrators serving in grievance disputes between Local 1010 and the Company in the past 20 years or so have had occasion to rule upon suspensions or layoffs without pay which were imposed by the Company as penalties in disciplinary actions. A review of ten such awards rendered between 1957 and 1972 show no instance in which any grievant questioned the basic right of the Company to make use of such penalties in discipline cases.

This was so not only because suspension or layoffs without pay is generally recognized as a permissible form of disciplinary action, but because in Article 3, Section 1 of the Basic Labor Agreement, management is explicitly given the right, among other things, to "suspend for cause, discipline and discharge employees for cause, to layoff employees because of lack of work or other legitimate reasons."

Furthermore, Paragraph 7.14 of PIB is in effect at all ten steel

companies, having been jointly negotiated by them with the Union. The evidence indicates that the Company's interpretation of this paragraph is entirely consistent with that applicable and accepted at the other coordinating companies.

AWARD

This grievance is denied.

Dated: February 6, 1974

/s/ David L. Cole

David L. Cole, Permanent Arbitrator

The chronology of this grievance is as follows:

Grievance filed	February 19, 1973
Meeting with Local Union representative	April 5, 1973
Meeting with representative of District Director	July 5 & 12, 1973
Appeal to arbitration	August 21, 1973
Arbitration hearing	January 9, 1974
Award	February 6, 1974