IN THE CASE OF	)	
	)	
INLAND STEEL COMPANY	)	HOURS OF WORK
and	)	
UNITED STEEL WORKERS	)	ARBITRATION NO. #3
LOCAL 1010	)	
East Chicago, Indiana	)	GRIEVANCE NO. #2

DECISION OF THE UMPIRE

Subject - Short Turns in Blooming Mill

The Agreement between the parties to this arbitration provides that a grievance which is not settled by the parties after all of the procedural steps are taken, "shall in the absence of mutual agreement in writing to the contrary, be appealed to an impartial umpire to be appointed by mutual agreement of the parties."

Having failed to come to an agreement on the issue and having failed to select an umpire, the parties requested the Chicago Regional Director of the National War Labor Board to appoint an umpire. Thereafter, the Regional Director, Robert K. Burns, appointed John A. Lapp as the Umpire.

Hearings were held in East Chicago, January 27, 1943 at which both parties were fully represented. A stenographer report of the proceedings was made and the parties agreed that further written statements or briefs were unnecessary.

On the basis of the record, the Umpire comes to the following finding of facts and makes the following decision:

The question before the Umpire is the determination of the meaning of certain words used in the collective contract. The dispute between the parties hinges on what the parties meant when they put into words their agreement on the question of hours of work on short turns. The meaning must first be sought in the language itself and if that it is not clear collateral evidence of intent must be used.

Section 1 of Article V reads:

> "This article is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week."

Section 5 of Article V Reads:

> "Whenever an employee is scheduled to work or has been notified to report for work and upon arrival at the plant finds no work available, he shall be paid for four (4) hours at the occupational rate of the job for which he was scheduled to report. If the employees begins work but works less than four (4) hours through no fault of his own, he shall be paid for a minimum of four (4) hours. If the employee continues to work over the four hours and for one reason or another is not kept occupied he shall be paid for eight (8) hours' work. The above overtime provisions shall not apply in the event of fire, storms, floods, power or mechanical breakdowns, strikes, stoppage of work in connection with labor disputes, or because of schedules of less than eight (8) hours mutually agreed upon."

Within the language of these two sections must be found the answer to the problem of ascertaining what the parties meant when they wrote them.

The Union contends that if an employee works more than four hours he is to receive pay for eight hours or such shorter schedules as may have been agreed upon with the Union. The Company contends that the employee referred to in Section 5 who is guaranteed eight hours is the employee who is scheduled to work or is notified to work and finds no work but is given work of some sort and works more than four hours. The Company contends that there was no intention of guaranteeing eight hours for all workers who worked more than four hours. The Union maintained that, that was what its members soughtin the agreement and that was what they supposed they had gotten. The Company denied that a guarantee of eight hours was ever considered and stated that its answer would have been an emphatic "No" to any such proposition. Section 1 of Article V was pointed to by the Company in proof that no guarantee of hours was in the Agreement.

Looking at Section 5 in detail, we find that it evidently refers to a particular condition and not to the general mass of employees. "Whenever an employee is scheduled to work or has been notified to report for work and upon arrival at the plant finds no work available, he shall be paid for four (4) hours at the occupational rate of the job for which he was scheduled to report." This language refers to a special condition of a worker who finds no work.

Then: "If the employee begins work" but works less than four hours, he is paid for a minimum of four hours. Then, further, "If the employee continues to work over the four hours" he is paid for eight hours. This refers to the worker who came to work and found no work, the intent being, evidently, to put such worker in a special category because of the injustice of calling him out and then having no work for him.

It is clear than the worker who comes to work and finds no work available is put to work, if at all, on some improvised job. "If the employee begins work" means that he begins work on something else than that for which he was scheduled, because the work for which he was scheduled was not available. "If the employee continues to work" etc. shows the same design to make a special case of an employee whose scheduled work is not available but who is given some kind of improvised employment for part or all of the day.

The expressed design in Section 1 to refrain from guaranteeing hours of work per day, makes it clear that any deviation would need to be clearly expressed. If it was intended to modify that design, Section 5 could have been worded without difficulty to say that any worker who came to work would be guaranteed four hours and if he worked more than four hours would be guaranteed eight hours. That is what the Union is contending for. If Section 5 means that, a lot of words were wasted. There would be no need for specifying the particlular worker who comes to work and "finds no work available."

The practice in the steel industry emphasizes that an intended departure would be made in language that could not be misunderstood.

The Umpire does not think the Section is worded with the accuracy that its importance warrants but he is unable to find in it the meaning that the Union suggests. Section 5 clearly refers to a particular situation and not to the workers as a whole in the plant or in any department. It is limited to employees who are scheduled to work or have been notified to report for work and who upon arrival at the plant finds no work available.

The claim of the Union is therefore not allowed.

Signed,

John A. Lapp,

Umpire

Chicago, Illinois

February 9, 1943