

Opinion
Arbitration Hearing
October 6, 1953

United Steelworkers of America)
Local Union 1010 (CIO)

and

Inland Steel Company)

Grievance No. 13-D-11

Arbitration No. 94

Opinion

Arbitration Hearing

October 6, 1953

United Steelworkers of America)	
Local Union 1010 (CIO)	}	
and	}	Grievance No. 13-D-11
Inland Steel Company	}	

The arbitration hearing was held on October 6, 1953, in the Conference Room of the Inland Steel Company's Department of Labor Relations, East Chicago, Indiana.

The parties involved were the Inland Steel Company (hereinafter referred to as the "Company"), and United Steelworkers of America, (CIO), Local Union 1010 (hereinafter referred to as the "Union"). Mr. W. T. Hensey, Assistant Superintendent, Labor Relations, of Inland Steel Company, represented the Company. Mr. Joseph B. Jeneske, International Representative, United Steelworkers of America, (CIO), represented the Union.

Grievance 13-D-11 was processed in accordance with July 30, 1952, agreement of forty-eight (48) pages between the Company and the Union, that expires 11:59 P.M., June 30, 1954.

The transcript of the arbitration hearing consists of ninety-nine (99) typewritten pages. It was prepared by Peter J. Klein, Court Reports, Chicago, Illinois.

The hearing involved Grievance No. 13-D-11. The Union and the Company agreed, "The question to be decided in the subject case is whether or not the Company was in violation of Article VI, Sections 1, 3 and 7 of the Collective Bargaining Agreement when it denied the Union's request for the payment of four hours at the average hourly earning rate of the Decoiler Crew in the 76" Hot Strip Mill."

The total amount involved in Grievance No. 13-D-11 was less than twenty-five (25) dollars.

An equipment failure occurred about 8:15 A. M. The Decoiler crew in the 76" Hot Strip Mill reported for their turn at 4:00 P. M. on the same day but the crew was unable to take their turn as repairs were not finished at that time. As a result the Decoiler crew was assigned to other work and were paid at the rate such occupation specifies. The rate was less than the rate received as members of Decoiler crew in the 76" Hot Strip Mill. The Union claimed the Decoiler crew was entitled to four (4) hours at the higher rate it received per hour on its regular turn as the Company was guilty of faulty scheduling as specified in Article VI Section 7, first paragraph, of the July 30, 1952 agreement between the Company and the Union.

The Company refused to recognize the Union's claim for four hours pay at the regular rate of the Decoiler crew 76" Hot Strip Mill, as it stated Article VI, Section 7, third paragraph, of the July 30, 1952, agreement between the Union and the Company, excuses the Company if the failure to supply work to any employee is due to an equipment failure. The third paragraph of Article VI, Section 7, states:

"The purpose of this Section is to compensate employees for faulty scheduling and it shall not apply if the failure to supply work to an employee is due to...equipment failure..."

Both the Union and the Company agreed at the arbitration hearing that an equipment failure occurred about 8:15 A. M. and repairs were still being made at 4:00 P. M., the same day. The Decoiler crew in the 76" Hot Strip Mill, as a result, could not take their regular 4:00 P. M. turn. The Company thereupon assigned the crew to other work in accordance with the agreement between the Company and the Union of July 30, 1952.

Both the Company and the Union were mindful of the express language of Article VI, Section 7, when the July 30, 1952, agreement was inked. The evidence presented at the hearing did not disclose any existing custom or practice that qualified the express language in Article VI, Section 7.

FINDING

Grievance No. 13-D-11 came within the "equipment failure" exception of the last paragraph of Article VI, Section 7 of the agreement between the Company and the Union of July 30, 1952.

The Company did not violate the agreement between it and the Union of July 30, 1952.

Grievance No. 13-D-11 denied.

(Signed)


John W. Curran
Arbitrator

