In the Matter of Arbitration Between:

INLAND STEEL COMPANY — Arbitration Award No. 383

- and - — Grievance No. 7-F-65

THE UNITED STEELWORKERS OF AMERICA, Local Union 1010 — Appeal No. 102

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. R. J. Stanton, Asst. Superintendent, Labor Relations Dept.
Mr. W. A. Dillon, Asst. Superintendent, Labor Relations Dept.
Mr. J. Vana, General Foreman, Plant No. 2, Mechanical Dept.
Mr. I. Dust, Foreman, No. 2 Bloomer Dept.
Mr. M. S. Riffle, Divisional Supervisor, Labor Relations Dept.
Mr. H. S. Onada, Labor Relations Representative, Labor Relations Dept.

For the Union:

Mr. Cecil Clifton, International Staff Representative
Mr. C. Szymanski, Grievance Committeeman
Mr. A. Garza, Secretary, Grievance Committee

STATEMENT

Hearings were held in Gary, Indiana, on October 13, 1960.

THE ISSUE

The Grievance reads:

> "The aggrieved employees on the mill crew on the 'C' turn (12-8 turn) of the No. 2 Bloomer who were scheduled to work on the 29th of December 1958, were not allowed to work through no fault of their own. Request that the aggrieved employees be paid four (4) hours on the occupation for which they were scheduled to work."

DISCUSSION AND DECISION

The facts in this case are not in dispute. At about 5:25 p.m. on December 28, 1958, the screwdown jammed and the Mill had to be shut down. It was not until about 9:45 p.m. that the cause for this jamming was discovered. It was then estimated that it would take approximately twelve to sixteen hours to replace the faulty screw assembly. The Foreman then attempted to communicate with members of the "C" crew but the men had already left for work. There is no question in this case that the employees did not receive the two hours' notice before their scheduled starting time. This failure to give notice, however, was not due to "faulty scheduling". As the last paragraph of Article VI, Section 5 clearly states, the "purpose of this Section is to compensate employees for faulty scheduling. The Union does not claim that the employees here were not scheduled correctly at the time the schedule was posted. In using the language "it shall not apply if the failure to

supply work to an employee is due to***equipment failure", the Parties clearly intended that no part of this Section was to be applicable in such a situation.

This is not a case of first impression. In Awards Nos. 43 and 94, the Arbitrators had the same essential issue before them. It is evident also that similar arguments were made by the Union in those cases as in the present case. In Award No. 43, the Arbitrator clearly held that the language contained in this Contract is of the type "which imposes an absolute liability upon Management to compensate employees for a failure to give them advance notice not to report for work in all cases where they do report for work and find that none is available, except where the failure to supply work is due to any of the circumstances prescribed therein". (Emphasis added.) One of these conditions that is "prescribed" is "equipment breakdown". This Arbitrator must consider the interpretation adopted by the two prior Arbitrators to constitute a "settled construction", particularly since the Parties have negotiated five basic Agreements since Award No. 43, without changing the language interpreted therein. This Arbitrator does find that these earlier Awards are based upon reasoned interpretations that conform with the accepted canons of construction. Without regard to the history of this issue, however, if he were to adopt any other interpretation, he would be ignoring the expressed purpose of Section 5 of

Article VI and the prohibition that none of the language of this entire Section is to apply if the failure to supply work is due to "equipment failure".

AWARD

The Grievance is denied.

Peter M. Kelliher
Arbitrator

Dated at Chicago, Illinois
this 21st day of November 1960