	Grievance No.	Appeal No.	Arbitration No.
INLAND STEEL COMPANY	14-G-46	591	512
and	14-G-44	592	
	14-G-45	593	
UNITED STEELWORKERS OF AMERICA Local Union 1010	Opinion and Award		

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Department
C. Mc Gaughey, Superintendent, #3 Blooming Mill and #4 Slabbing Mill
J. Hewitt, Divisional Representative, Labor Relations Department

For the Union:

Peter Calacci, International Representative
William E. Bennett, Acting Chairman, Grievance Committee
Manuel Fernandez, Grievance Committeeman
Alfonso Mendoza, Witness
Roy Robley, Witness

These grievances state that there was a breakdown in the No. 3 Blooming Mill on December 23, 1960 which could have been avoided if a supervisor had not been doing work of employees in the bargaining unit, and request pay for all scheduled time lost. 24 employees request eight hours pay, 37 request 16 hours pay, and 7 claim 24 hours. Each of the three grievances cites Article VII, Section 14 of the Agreement, Paragraph 177, which provides:

> "A supervisory employee shall perform no work of the type customarily performed by employees within the bargaining unit, except when necessary due to emergencies or to other causes beyond the control of the Company, or for purposes of instructing and training employees."

The mill was scheduled to be down on the 7-3 turn on December 23, 1960. It was very cold at the time. Four hot slabs were left on the mill table rolls at the end of the preceding operating turn to keep the equipment warm. Shortly before 3 p.m., when the mill was to start again, the foreman and two employees activated the table roll sections to remove these four slabs. The foreman was at the shear section and just before some slabs were beyond the shear housing he unintentionally touched the shear control which caused the shear ram to come down on these cold slabs, resulting in damage to the equipment which prevented scheduled operations until the 7-3 turn on December 26.

It is not alleged that the Company was guilty of faulty scheduling, or that insufficient employees were on the job at the time of the breakdown on December 23. It was a make-ready procedure that was being followed, so that promptly at 3 p.m. production could start and move on without any delay. This has been the customary way of doing things just before operations on this mill start after a down turn, and it has enabled employees to maximize their incentive earnings. In the past no grievances have been presented because

of this make-ready procedure. In fact, in this very instance the Union maintained, and the Company agreed, that there was on the job an experienced shearman who could have handled the controls, thus establishing that there could not be any possible claim of faulty scheduling by the Company.

The foreman was fully experienced and knew, just as the employees did, that the shear must not be used on cold slabs. If other steps had not been taken, the accidental touching of the shear control would not have caused the shear ram to descend.

It is the grievants' view that any injury or damage caused while a supervisor is performing work which should be done by bargaining unit employees, including loss of scheduled working time, should be charged to the Company.

Paragraph 177 does not specify such relief. Its nature suggests that employees deprived of their work because supervisors improperly perform it should be made whole, and there have been awards to this effect.

The general subject of pay, including that for work of which employees are deprived, is covered by Article VI. Section 5 of Article VI relates to call-in pay of four hours for employees scheduled to work who report and find no work available. Even in such circumstances, the Company pointed out, the Company is relieved of this obligation if the failure to supply work "is due to the employee, or to a strike, stoppage of work in connection with a labor dispute, power or equipment failure, acts of God or other interferences with Company operations beyond the control of the Company."

More relevant to our issue is the complete agreement of the parties, acknowledged at the hearing, that if there is a breakdown of equipment because of the fault of an employee, or because of an accident, the resulting time lost by other employees is not to be paid for.

The question, then, is whether the violation by the foreman of Paragraph 177 was the actual cause of the breakdown in this instance. Bargaining unit employees were working with him at the time in connection with the make-ready operation. He had engaged in such activities, together with regular employees, on numerous other occasions, and certainly there can be no dispute over the fact that he knew as well as the employees that the shear must not be used on cold slabs.

I do not agree with the Company that the relief to which employees are entitled when there is a violation of a contract provision is solely that which is spelled out specifically, because if no relief is spelled out then, inferentially, there could be no relief. The Company concedes that for violation of Paragraph 177 it is proper to reimburse any employee who was improperly deprived of work, yet Paragraph 177 does not so specify. Unquestionably, the results flowing from the violation call for correction, and the relief must be fashioned accordingly, particularly when no form of relief is specifically set forth. Moreover, every contract provision must be taken seriously, and neither party should be permitted to feel that it may be ignored with impunity merely because the penalty or relief is not described.

In law there is a theory of proximate cause. In simple terms, this means that the act complained of, whether it be an act of carelessness in general, or, as in this case, an act which was in violation of a contract provision, was in itself the direct cause of the injury or damage. If so, then the

injury or damage should be compensated for, as the best available means of righting the wrong.

Here, however, Paragraph 177 has as its obvious purpose the preservation of bargaining unit work for the employees. Consequently, the rule has been reached that any employee who loses work because of a violation by a supervisor should be made whole.

It was not the violation of Paragraph 177 that caused this breakdown. It was in the nature of an accident, since everybody agrees the foreman knew he must not activate the shear on cold metal, and that he did so unintentionally.

This being so, the request for full compensation for all the scheduled turns lost by the grievants should not be granted. It becomes unnecessary, therefore, to inquire into the reasons why some of the grievants ask for duplicate relief in two or more of the grievances before us.

Nor is it necessary to discuss possible remedies to prevent repeated violations by Management of Paragraph 177. The grievances in this case have no such request, and it does not appear that this make-ready procedure has been the subject of previous complaint. If and when the evidence reveals repeated or obstinate violations of Paragraph 177 it will be more appropriate to consider steps to prevent this.

AWARD

These grievances are denied.

Dated: November 30, 1962

/s/ David L. Cole

David L. Cole
Permanent Arbitrator