In the Matter of Arbitration Between:

THE INLAND STEEL COMPANY

- and the -

UNITED STEELWORKERS OF AMERICA,
AFL-CIO, Local No. 1010

ARBITRATION AWARD NO. 401

Grievance No. 12-F-197

Appeal No. 215

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Asst. Superintendent Labor Relations
R. J. Stanton, Asst. Superintendent, Labor Relations
H. S. Onoda, Labor Relations Representative, Labor Relations
J. T. Hewitt, Divisional Supervisor, Labor Relations
George Lundie, Asst. Director of Safety
Bernard Skurka, Mechanical Foreman, Galvanizing Dept.

For the Union:

Cecil Clifton, International Representative
Al Garza, Secretary of Grievance Committee
Henry Rudzinski, Grievance Committeeman
Robert Ryder, Aggrieved

STATEMENT

A hearing was held in Gary, Indiana on March 13, 1961.

THE ISSUE

The grievance reads:

> "On June 1, 1959, the Company ordered the following employees to wear a different type of safety shoe. At the time this order was given, the aggrieved employees were wearing (and had to discard) safety shoes which contained much life, and could have been worn for many months.
>
> AGGRIEVED
>
> G. Turner, #4535
> G. Gary, #4651
> W. Leeson, #4655
> P. Moore, #4512
> O. Bailey, #4408
> R. Ryder, #4518
> W. Gailes, #4652
>
> Request that the Company refund the aggrieved employees the money they paid for this new type of safety shoe."

DISCUSSION AND DECISION

The relief sought as stated above was amended to a claim that the employees should be compensated for the unused life of their old type safety shoes. The Company is required under the Contract to continue to make all reasonable provisions for the safety of its employees.

The Union here does not question the desirability of the new Metatarsal type Safety Shoes for the work performed by the Grievants in the Galvanizing Department. The question of reasonableness is here involved as to the manner and circumstances under which the change was enunciated to the employees.

The Arbitrator does consider it significant in this case that the desirability of using these shoes was known to the Company in the early part of 1957. In May of 1958, the Galvanizing Department began requiring employees who sought the Assistant Operator job to wear the Metatarsal type Safety Shoes. It was not, however, until December 31, 1958, that the Superintendent of this Department sent a letter to the Grievants advising them that effective June 1, 1959, they would be required to wear this new type of shoe. In this letter, the Superintendent stated: "This statement is being sent sufficiently far in the future to allow any Safety Shoes currently being used to be worn out." It is evident that this statement was predicated upon a mistaken conception of the time required to wear out the Safety Shoes "currently being worn".

This Arbitrator has frequently stated that Management's decisions in these matters must be sustained unless they are arbitrary, discriminatory, or based upon a substantial error of fact.

At the hearing, the Company introduced evidence, based upon a spot check of eighty-three employees in the Galvanizing Department, that the average length of life of the old type of Safety Shoes was fourteen months. Although a Union witness claims that he gets two years of wear out of these shoes, it is

believed that this evidence of the Company with reference to the average based upon a study of the records, including eighty-three employees, must be considered the best evidence. It is unfortunate that this study as to the average length of life of the shoes was not available at the time the letter of December 31, 1958 was written. Where Management here had knowledge of the desirability of these new type shoes in the early part of 1957 and required certain individuals to start wearing them in May of 1958, it clearly could have avoided this situation of a loss to the Grievants if it had posted or delivered a notice of its intention to require these shoes in May of 1958.

Under all of the evidence in this case and limited to the peculiar facts here presented, the Arbitrator must find that since the cost of the old type shoes was $9.00, that this cost should be prorated over a fourteen month period, which means that the shoes would depreciate at the rate of 65 cents per month. On this basis, Grievants Turner and Lesson had eight months of life left in their shoes and employee Gary had two months of life left in his shoes at the time the requirement was made effective.

AWARD

Grievants Turner and Leeson should be compensated by the Company in the sum of $5.20. Grievant Gary should be compensated $1.30.

Peter M. Kelliher

Dated at Chicago, Illinois
this 5th day of May, 1961