INLAND STEEL COMPANY)
)
and)
)
UNITED STEELWORKERS OF AMERICA)
Local Union 1010)

Grievance No. 20-G-108
Appeal No. 693
Arbitration No. 464

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Department
J. Matusek, Assistant Superintendent, Mechanical Department
R. Wilson, Assistant Superintendent, Electrical Department
G. Lundie, Assistant Superintendent, Safety Department
R. H. Ayres, Assistant Superintendent, Labor Relations Department
G. Saboff, General Foreman, Weld Shop, Mechanical Department
B. Jansen, Safety Supervisor, Safety Department
A. T. Anderson, Divisional Supervisor, Labor Relations Department
E. Pitzer, Planning Foreman, Weld Shop, Mechanical Department
H. Marks, Electrical Foreman, Weld Shop, Mechanical Department
K. Smith, Time Study Engineer, Industrial Engineering Department
G. Landsly, Industrial Engineer, Industrial Engineering Department
L. Zolkes, Chemist, Industrial Hygiene, Medical Department
A. Scolnik, Industrial Engineer, Industrial Engineering Department
H. S. Onoda, Labor Relations Representative, Labor Relations Department

For the Union:

Cecil Clifton, International Representative
Don Black, Chairman, Grievance Committee
James Balanoff, Grievance Committeeman
George Chigas, Aggrieved
Joseph Bartos, Aggrieved
Andy Gravura, Witness

This grievance raises the question whether the work of the Union Melt Welder Operator has not been rendered unsafe or unhealthy beyond the normal hazard of the job because of the elimination of the Helper since April 3, 1961. The contract provision cited is Article XI, Section 6 (Paragraphs 243 and 244), which is:

> "Disputes. An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question shall have the right to: (1) file a grievance in Step 3 of the grievance procedure for preferred handling in such procedure and arbitration; or (2) relief from the job or jobs, without loss to their right to return to such job or jobs; and, at Company's discretion, assignment to such other employment as may be available in the plant; provided, however, that no employee, other than communicating the facts relating to the safety of the job, shall take any steps to prevent another employee from working on the job.

"The arbitrator shall have authority to establish rules of procedure for the special handling of grievances arising under this Section 6."

The Union Melt welding machine was developed at Inland Steel and is now in general use in the industry. It is a submerged arc welding process in which the welding wire is fed automatically into the weld to rebuild worn surfaces. For some 16 years an Operator and Helper were assigned, but as improvements of various kinds were made the Company decided to discontinue the use of the Helper on all but certain specified jobs. Before doing so, careful observation of the job was made and time studies were conducted.

The improvements included changes in equipment, methods and material and were made over a period of some five years, the last one being six to nine months before the Helper was eliminated. The Company is convinced the aggregate of these improvements made the job safer and more efficient to the point where it should be only a one-man operation (except in certain types of work which are still performed by a two-man crew).

Our question is whether the work under the prevailing conditions is in fact abnormally unsafe or unhealthy.

The question was framed in this form in two earlier awards issued on September 30, 1957, which for the first time considered the meaning and purpose of Article XI, Section 6 (Arbitration Numbers 208 and 210). In those awards the distinction was drawn between the employee's right to invoke one of the stipulated forms of relief when he sincerely believes his job is abnormally unsafe or unhealthy and the proof required when this issue is considered on its actual merits in the grievance procedure.

In the instant case the Union stated six elements of danger which it considers to create an abnormally hazardous condition when the Operator is deprived of the help or protection of the Helper. At the hearing one of these was dropped, leaving the dangers of electric shocks, of burns because of flame, the possibility of falling when working alone threading and cutting springy wire, injuries while performing hooking, and the general danger inherent in working alone, sometimes at heights of 4 - 10 feet, and because of the possible enhancement of injuries that may be caused by the other hazards.

These various dangers were explored in great detail at the hearing, and representatives of both parties joined me in an inspection of the operation.

It is my impression that the Union proceeded in this case on the theory that anything which increases the hazards of a job above what they were on the job as formerly constituted automatically renders the job "unsafe or unhealthy beyond the normal hazard inherent in the operation."

This approach, however, fails to observe the clear purpose and intent of Paragraph 243. As stated in Arbitration 208, in the first instance the subjective belief of the employee is given controlling weight in determining whether he should even continue to work. Then, the resulting grievance is given expedited handling, going directly into Step 3. This is surely not for the purpose of some technical form of enlargement of the dangers of the

job, but because of conditions which make the job abnormally unsafe or unhealthy in the real sense. Any increase in workload renders a given job less safe than it formerly was. If a sweeper is called upon to walk up three or four steps which were previously not in his work area, one could technically say his job has become less safe. But this is not what Paragraph 243 contemplates, as its full context reveals. It calls for a degree of danger which warrants an employee in declining to work at all under the enlarged risks.

Thus, the dangers described by the employees of electric shocks, of falling because of the handling of springy wire, or involved in the hooking grievants do, are not of the order contemplated in the contract provision. The current used cannot cause a serious shock, and improved insulation has reduced the likelihood of shock considerably. The wire has always been handled primarily by the Operator and is now fed out of a larger and better form of container. Hookers are always available for real hooking work, and grievants do only the simplest and lightest kind of hooking. The danger from flame is present, but to a lesser extent than that to which Arc Welders are exposed, and in general it is not accurate to say the Operators are expected to work by themselves in some remote area. On two turns other employees are always working in the immediate vicinity, and on the midnight turn there have rarely been such operations conducted at all, and when there have, the work has been set up in advance, and there has always been another Operator working on a similar machine about 35 feet away. In many respects the Arc Welder is more isolated in his work than are these grievants on the Union Melt Welding Machine.

The record and the evidence support the version of the facts as I have summarized them. The dangers cited by the employees, so far as past records are concerned, are largely speculative or theoretical, -- while there are such possibilities experience tends to prove the contrary as to each item, except to some minor or insignificant degree.

My finding must be that the elimination of the Helper has not rendered the work of these Operators unsafe or unhealthy beyond the normal hazard inherent in the job, as contemplated by Article XI, Section 6.

AWARD

This grievance is denied.

Dated: March 29, 1962

/s/ David L. Cole

David L. Cole
Permanent Arbitrator