

In the Matter of Arbitration Between:

ARBITRATION AWARD NO. 471

INLAND STEEL COMPANY

- and -

UNITED STEELWORKERS OF AMERICA,
Local Union No. 1010

Appeal No. 681

Grievance No. 3-G-42

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. H. Ayers, Assistant Superintendent, Labor Relations
T. J. Peters, Divisional Supervisor, Labor Relations
H. S. Onoda, Labor Relations Representative, Labor Relations
Harold Goldfine, General Foreman, Blast Furnace #2
G. Lundie, Assistant Superintendent, Safety Department
R. Reed, Safety Engineer, Safety Department

For the Union:

Cecil Clifton, International Representative
Don Black, Chairman, Grievance Committee
Al Garza, Secretary, Grievance Committee
John Gothelf, Griever
Alexander Bailey, Witness
Clinton Fielder, Witness

Special Expert Witnesses:

John Ellis, Lehigh Safety Shoe Co.,
Andrew May, Iron Age Safety Shoe Co.
Neil Sheppard, Hy-Test Safety Shoe Division, International
Shoe Company

STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana, on
on January 9, 1962.

THE ISSUE

The grievance reads:

"The aggrieved employees from the Furnace Sequence
at Plant #3 contend that the Company is requiring

them to work under conditions which are unsafe beyond the normal hazards inherent in the occupation. The safety shoes that they are required to wear are not withstanding the heat and the soles are coming apart, which could cause these employees' feet to get burned.

Request that this condition be corrected and the employees be compensated for the cost of this type of shoe which does not last more than 5 weeks."

DISCUSSION AND DECISION

The Union urges that the issue in this case is whether the Metatarsal type safety shoes are of unsafe construction and create a hazard beyond the hazards normal in the occupations in the Blast Furnace sequence. In the grievance the employees state that they are in the Furnace Sequence at Plant 3 and it is their principal complaint that the safety shoes are not withstanding the heat and the soles are coming apart. The employees request that they be compensated for the cost of this type of shoe where it does not last more than five weeks.

At the hearing the Union indicated that they are not objecting to Metatarsal-type safety shoes as such, but rather the quality of the construction. The Company presented the testimony of representatives of all of its suppliers of this type of safety shoes. These constitute the only safety shoe companies selling any quantity of shoes in the Calumet area. They rank as the principal producers of safety shoes in the United States. It must be observed that these companies produced and sold regular-type safety shoes in this plant before the Metatarsal safety shoes were introduced. The Union raised no objection to the construction of these regular-type safety shoes. The testimony and the demonstrated evidence shows that the construction of the welt and the thickness of the soles of the new Metatarsal safety shoes are at least equal to those of the regular safety shoes. Actually, improvements are being made in the new Metatarsal safety shoes in these respects.

It is difficult to find that all three of these reputable companies, whose regular type safety shoes were entirely satisfactory would suddenly all go to inferior construction in the Metatarsal safety shoes.

It is not the Union's claim that any feature of the Metatarsal in itself contributes to the short life of these shoes. For at least fifteen years the employees have been attaching conveyor belting to the bottom of their shoes when working on this cast job. If an employee does not stand on a board and does not use conveyor belt material and fails to exercise care in the work, then the welt can go below the hot sand and this, according to the shoe experts, will cause the sole to become encrusted and brittle and to fall off.

The evidence clearly would not indicate that this is any manufacturing defect. The Union failed to come forward with any specific evidence that the shoes came apart simply because of poor construction. The evidence is overwhelming that the essential construction of the welt and the soles are the same as they were on the regular safety shoes. The Union did not suggest the name of any other manufacturer in the United States who might be permitted to sell these Metatarsal type safety shoes in this plant.

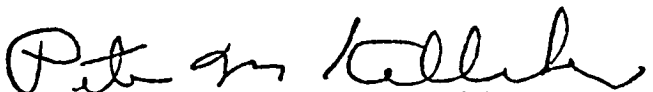
These identical model shoes are used at several other steel plants where the same type of work is performed. Where these shoes are used in these plants in this particular area, there are no more complaints with reference to Metatarsal type shoes than there were with reference to any regular safety shoes. There has been no union objection as to the quality of the construction of these shoes in those plants. No claim is here made that the work there is performed in any different manner than the casting operations in those plants.

An examination of the Company records fails to support the claims of the employees that their shoes are wearing out in less than five months. The record does show that the old-type safety shoes at Inland had an average life of from six to ten months. Some of the Metatarsal type safety shoes are lasting ten to twelve months at Inland. The evidence is that where these same shoes are used at the U. S. Steel Company--Gary Works that they are lasting an average of seven to nine months.

Based upon the clear weight of the evidence the Arbitrator cannot find that the three shoe manufacturers are now producing poor quality shoes of unsafe construction whereas previously they produced regular safety shoes which were entirely satisfactory.

AWARD

The grievance is denied.



Peter M. Kelliher

Dated at Chicago, Illinois
this 19th day of March 1962.