Article XI, Sec 12

In the Matter of Arbitration Between:

INLAND STEEL COMPANY
- and -
UNITED STEELWORKERS OF AMERICA,
Local Union No. 1010

ARBITRATION AWARD NO. 503

Grievance No. 3-G-34
Appeal No. 535

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. W. A. Dillon, Assistant Superintendent, Labor Relations
Mr. R. H. Ayres, Assistant Superintendnet, Labor Relations
Mr. J. L. Ridinger, Director, Safety & Plant Protection
Mr. G. Lundie, Assistant Director, Safety & Plant Protection
Mr. T. J. Peters, Divisional Supervisor, Labor Relations
Mr. R. C. Reed, Safety Engineer
Mr. H. Goldfein, General Furnace Foreman, Blast Furnace Dept.
Mr. A. B. Ciesar, Lehigh Safety Shoe Company
Mr. A. J. May, Iron Age Safety Shoe Company

For the Union:

Mr. Cecil Clifton, International Representative
Mr. John Gothelf, Grievance Committeeman
Mr. Alexander Bailey, Witness
Mr. Joe Bucec, Witness
Mr. Russell Williams, Safety Committeeman
Mr. William Bennett, Secretary, Grievance Committee

STATEMENT

Pursuant to proper notice a hearing was held in EAST GARY, INDIANA, on August 8, 1962.

THE ISSUE

The grievance reads:

"The Union contends that the new safety requirements of #3 Blast Furnace, mandating employees that as of March they must wear metatarsal shoes is in violation of the Agreement between the Inland Steel Company and the Union. The new safety requirement was put

into effect without the agreement with the Union Safety Committee.

The Union requests that Management's insistence that all men of the #3 Blast Furnace obtain metatarsal protecting type of shoes be nullified."

DISCUSSION AND DECISION

The following contractual provisions have been cited as being pertinent to a determination of this issue:

"ARTICLE XI Safety and Health

Section 1. The Company shall continue to make all reasonable provisions for the safety and health of its employees at its plants.

Section 2...When new safety requirements present themselves, they shall be considered by the Director of Safety and the Safety Committee in session and adopted if agreed upon. If not agreed upon, they may become subject to the grievance procedure."

As part of the historical background, it is noted that a safety shoe program existed as early as 1912. On January 1, 1959, the Company did make it mandatory that the Galvanizing Line Assistant Operator wear either the Metatarsal-type shoe or the old type safety shoe with a Sankey guard. This mandatory requirement was extended to all employees in the Galvanizing Department Mechanical Division on June 1, 1959. The Union did not show that this extension within the Galvanizing Department of the mandatory program took place only after and as the result of a conference with the Union Safety Committee and thus constituted a "new safety requirement" as that language appears in Article XI, Section 2. The Safety Committeeman who testified on behalf of the Union was likewise not able to assert that when the change was made from the asbestos coat to the aluminized coat in the Cast House that there was a prior discussion with the Union Safety Committee on the basis that this represented a "new safety requirement". There have been frequent changes in the type of safety shoes used in this plant and the Union has not been able to present testimony that any of these modifications were considered "new requirements". The Union, likewise, has not shown that the extension of the mandatory requirement to a broader area coverage was treated as a new requirement. The Company asserts that the Union did not follow the agreed upon procedure of having the Chairman of the Union Safety Committee list such a discussion on the agenda of a meeting

between the Director of Safety and the Safety Committee. The Union asserts that it is the obligation of the Director of Safety to present such a matter to the Safety Committee. It must be noted by the Arbitrator that in any event, if an agreement is not reached, assuming that this actually represents a "new safety requirement", the matter is then presented in the grievance procedure. When it is so presented in any step of the grievance procedure, including the arbitration procedure, a fundamental issue then must be whether this is a "reasonable provision" for the safety of the employees as such language appears in Article XI, Section 1.

The Union in this case has asserted that it is possible for employees wearing these Metatarsal shoes to trip, to have difficulty in inserting the toe of the shoe in climbing, and that the employees suffer some discomfort in the metatarsal protecting plate cutting into the front of the ankle as the employee is stooping. The Union, however, has not cited a specific case where an accident was caused by the use of the Metatarsal safety shoes. It must be noted that in the Armco Award cited by the Company that the Union there did present testimony "indicating that several near-accidents claimed to have been caused by materials catching on the affixed guard--generally a loosened guard resulting from intentional loose lacing to have freer play in the shoes". The Union in this case has cited no such near-accidents. Arbitrator Ryder there found that "squat-free safety shoes" would be in order and would alleviate the condition of materials "hanging up on the shoe" and would permit greater flexibility in the ankles when bending, kneeling, etc. The newly developed safety shoe referred to by Arbitrator Ryder as the "squat-free safety shoe" is Model H-902 and this is one of the types of Metatarsal safety shoes stocked by the Inland Safety Shoe Store and is available to the employees. Arbitrator Ryder did find that "the marginal increase in safety to feet by the use of the guards is real and is not a marginal decrease in safety". It appears from the opinion of Arbitrator Ryder that extensive testimony was given in that case as to the alleged increase in the hazard by the use of Metatarsal-type safety shoes in climbing. The Metatarsal safety shoes at Armco are required "throughout all plant departments" and would, therefore, include occupations that this Union believes do not need this protection.

The testimony in this record from a representative of a safety shoe manufacturing company shows that the height of the toe in the Metatarsal shoe is not significantly greater than in regular-type safety shoes. The Union did not point to any specific locations where an employee is required to climb where a Metatarsal-type safety shoe would not fit in the openings. While the Union did present testimony that slag can run into the Metatarsal shoe, this would appear to be true of any shoe. Although it would appear that some slight discomfort is involved in the use of the Metatarsal-type safety shoe, particularly during the period when the employee is becoming accustomed to their

use, this must be balanced against the greater protection that is offered to the employee. The record of injuries shows that employees in a wide range of occupations in the Blast Furnace area have suffered disabling injuries. The Union cited the occupation of Crane Operator as being unexposed to this type of injury. The record, however, does show (Co. X G) that a Crane Operator did have his instep injured and that the Crane Operators are expected to do miscellaneous type work when not operating the crane. Employees have been injured going to and from the ore bridge. While it is assumed that employees will follow safety instructions, the fact is, however, that employees do not always observe safety rules and injuries do occur.

The evidence in this record is that the Metatarsal safety shoe was developed as a result of conferences by steel industry representatives and the manufacturers of safety shoes to meet the particular problem of foot injuries. While the Metatarsal shoe probably affords less protection than the old Sankey guard to the instep, it does represent a compromise between safety and comfort. The Manager of Iron Production in his notice of November 2, 1960, did state that 30% of the accidents in the Blast Furnace area were "foot cases". In the period from 1957 to 1961, there were 124 minor injuries in this area and in the period from 1956 to 1961, there were nine disabling or major injuries. These injuries resulted in a loss of up to eighty-three days of work to an employee and one injury resulted in the amputation of two toes. Since the mandatory program was inaugurated September 1, 1961, there have been no minor injuries and there has been only one disabling injury. The one employee who was disabled would have suffered an amputation, but for the use of the Metatarsal-type shoe. The Arbitrator must find that based upon the actual experience for a period of over one year that the mandatory program has been of immense benefit to the employees by way of preventing both minor and disabling injuries and of saving at least one employee from an amputation. This certainly must be balanced against the temporary discomfort.

That this requirement is "reasonable" is shown by the opinion of outside experts. The Union recognized the status of the "National Safety Council" in this field by requesting their opinion. The representatives of the Council, who were "Industrial Engineers who are familiar with such problems" (Un. X 1) did go to the particular areas here involved and concluded that the metatarsal protection shoes presented no hazard to the wearer in regular work areas, walkways, etc. This same opinion was given by Arbitrator Ryder in a subsequent Award after his analysis of considerable testimony by both Parties. The Gary works of the United States Steel Corporation has had this program in effect for several years and no injuries have been traceable to the use of Metatarsal shoes. The Company testimony is that a national survey was conducted by one of the shoe companies which indicated that no injuries were traceable to the use of Metatarsal shoes. The Union

has cited no incident of even a near-accident as a result of the use of these shoes.

Based upon the great weight of the evidence, this Arbitrator must conclude that the requirement that employees in the No. 3 Blast Furnace area must wear either Metatarsal-type safety shoes or a Sankey guard is a reasonable provision for their safety. This responsibility both by general law and Contract rests upon the Company. The Union has failed to show that the Company has exercised its discretion in this matter in an arbitrary or capricious manner.

AWARD

The grievance is denied.

Peter M. Kelliher

Dated at Chicago, Illinois

this first day of October 1962.