INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 24-J-49
Appeal No. 1177
Award No. 586

Appearances

For the Company:

Robert H. Ayres, Superintendent, Labor Relations
James T. Hewitt, Arbitration Coordinator
Eli Smoltz, Superintendent, Transportation
George Lundie, Assistant Superintendent, Safety
Thomas R. Tikalsky, Assistant Superintendent, Labor Relations
Arthur A. Jones, Labor Relations Representative
John Kopcha, Safety Engineer

For the Union:

Peter Calacci, International Representative
William E. Bennett, Chairman, Grievance Committee
Charles Jenkins, Grievance Committeeman
James Matthis, Safety Committeeman
Martin Connelly, Switchman
Robert Hill, Switchman

In this grievance Conductors, Switchmen, and Car Checkers in the Transportation Department, citing Article 14, Section 6 of the 1965 Agreement, charge that the requirement that they wear hard hats at all times compels them to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in their occupation. T s requirement went into effect June 6, 1966 as directed in a notice of the Superintendent of the Department posted on June 3, 1966, and the relief sought is that the Company rescind this requirement.

On May 13 the Company explained its action in a notice to the employees. It referred to six accidents in the preceding year which it said could have been prevented if hard hats had been worn, and it mentioned four instances in the previous 18 month period in which Switchmen were protected from injuries in the Blast Furnace area by the hard hats they were wearing.

In almost all mill areas of the plant the hard hats regulatinn has been in effect for all employees including transportation employees who enter or work there. The new requirement of June 6, 1966 extended the regulation to include the yard areas in whiah they work. It is estimated that about 10 per cent of these employees work part of their work days in such yard areas. Well over 90 per cent of the work performed by Conductors, Switchmen, and Car Checkers is in places in which the wearing of these protective hats has been mandatory.

By this grievance they protest the Company decision to require the wearing of these hats in open areas where they have not previously been required by the Company. The Union conceded in the grievance procedure and at the hearing that

when transportation employees enter departments which are hard hat areas the wearing of hard hats is a reasonable safety requirement. Some confusion concerning this concession was introduced by its major witness who maintained that in some such departments before a switching crew arrives a warning siren is sounded and activities which would constitute hazards to the employees in the department are discontinued until the transportation operation is completed, and consequently that for safety purposes such a department could then be regarded as an open area in which hard hats are not necessary.

Article 14 is entitled Safety and Health. Section 1 stipulates that

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

The section cited by this grievances as violated by the Company is

> "Section 6. 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: (a) file a grievance in Step 3 of the grievance procedure for preferred handling in such procedure and arbitration or (b) 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."

Section 6 was added to the collective bargaining agreement in August, 1956. The entire Safety and Health provision, then called Article XI, is obviously intended to protect the safety and health of the employees, and the Company's basic obligation is set forth generally in Section 1. It seems like an odd twist for employees to invoke Section 6 because they consider Management as being too cautious or careful in protecting them against injuries.

Section 6 was the subject of detailed analysis in Award No. 208. There it was ruled that if employees believe they are being required to work under conditions which are unsafe beyond the normal hazard inherent in the operation they have a choice of one of two courses: to be relieved from the job or to file a grievance which shall have preferred handling, and if they choose the latter course, the question to be considered in the grievance procedure, including the arbitration step, is whether the work is abnormally unsafe or unhealthy under the complained of conditions.

Such a question is different from whether the Company is reasonable in imposing a protective regulation, which would more clearly arise if a violation of Section 1 were involved. Even then, the essence of Section 1, as indeed of the entire Article, is to make sure the employees are given as a minimum all reasonable protection, and not that there is too much protection. What constitutes reasonable protection may open a debatable area because reasonable men may differ. Some may

consider it reasonable to require the wearing of hard hats throughout a steel plant while others may exclude certain areas. This happens to be the case with regard to the yards of the kind in which these grievants work. Outside contractors require their employees to wear hard hats there, while outside railroads do not. At other steel companies, the hard hat requirement seems to be more prevalent than not in such yards, but it may be that some of the working conditions may be slightly different, although no evidence of this was offered at our hearing.

The question for determination is not the reasonableness of the regulation, but rather whether the regulation in itself has created a condition making grievants' work unsafe beyond the normal hazard inherent in the operation.

The accidents which led to the June 6 order would not necessarily have been prevented if hard hats had been worn. They probably would have caused less severe injuries, however. Grievants did not seriously dispute this but insisted that if the wearing of these hats could be avoided this was desirable, for some employees claimed they cause headaches and their rigidity tends to make impacts more severe. Proof of such effects was, however, at most meager and conjectural. It was not shown that such consequences have been suffered by switching crews in other hard hat areas, by other employees throughout the plant, or by the employees of other steel companies.

In any event, the principles discussed in Arbitration Nos. 208 and 464 are applicable. As stated at page 4 of Award 208, and at page 2 of Award 464 the basic question is whether the work is in fact abnormally unsafe or unhealthy under the prevailing conditions. This follows directly from the provisions of Article 14, Section 6. Grievants have at most shown that they would prefer not to wear these hats in the yards, that they are accustomed to the present way of doing things and would find it inconvenient to make the change. This is somewhat like the resistence of football and baseball players when the helmet wearing rules were introduced.

The fact is that by imposing a rule which makes it mandatory that the switching crews wear such hats in the yards the Company can hardly be held to have required these employees "to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question." It may have erred on the side of caution but certainly not in disregard of the safety or health of the men.

AWARD

This grievance is denied.

Dated: March 3, 1967

/s/ David L. Cole

David L. Cole, Permanent Arbitrator