

In the Matter of Arbitration

Between)
)
Inland Steel Company) Grievance No. 27-L-34
) Appeal No. 1223
and) Award No. 625
)
United Steelworkers of) Opinion and Award
America, Local 1010)
)

Appearances:

For the Company

T. J. Peters, Arbitration Coordinator, Labor Relations
W. P. Boehler, Senior Labor Relations Representative
G. H. Applegate, Jr., Senior Labor Relations Representative
L. J. Trilli, Superintendent, No. 1 Electric Furnace and
Billet Caster Shop
F. Rocchio, Jr., General Foreman, Slab Caster, No. 4 Basic
Oxygen Furnace
G. Snider, Foreman, No. 1 Electric Furnace and Billet Caster Shop
A. McDonald, Foreman, No. 1 Electric Furnace and Billet Caster Shop
L. Hughes, Foreman, No. 1 Electric Furnace and Billet Caster Shop
R. Hebbard, Foreman, No. 1 Electric Furnace and Billet Caster Shop
P. M. Dunning, M.D., Director, Medical
W. T. Jones, Senior Safety Engineer, Safety and Plant Protection

For the Union

Theodore J. Rogus, Staff Representative
John Hurley, Vice Chairman, Grievance Committee
Edwin Hopson, Griever
Roosevelt Westbrooks, Grievant

The grievant, R. Westbrooks, complains that without warrant he was demoted in the week of February 17, 1974 from the position of Withdrawal Operator (Job Class 12) in the Billet Caster Sequence to Stopper Rod Maker (Job Class 5) in the Stopper Maker Sequence, both in No.1 Electric Furnace Shop. The Union cites Article 3, Section 1 and Article 13, Sections 1 and 8a of the current collective bargaining agreement, which are, respectively, the Plant Management and part of the Seniority provisions. The Company cites Article 14, Section 1 which deals with Safety and Health.

There are practically no issues of fact. Grievant was hired in 1947

and worked until April 29, 1966 in Plant No. 1 Mills Department, No. 1 Blooming Mill. He then transferred to No. 2A Bloomer and Billet Mill, No. 2 Mills Department. When the new No. 1 Electric Furnace and Billet Caster Shop was opened he transferred pursuant to agreement between the Company and the Union representatives to the new department on January 7, 1971 and has worked there ever since.

He has a serious hearing impairment and his demotion was because of the Company's belief that he is unable reasonably to meet his responsibility of protecting the safety of fellow-employees and avoiding risks to Company equipment and property.

On July 17, 1958 in the course of a physical examination at the Company's Medical Department it was first learned that his hearing was impaired, the loss being 100 percent in his left ear and 53 percent in the right ear, with the binaural loss being 61 percent. In November, 1963 his binaural loss was 69 percent but in June, 1971 it was 65 percent. As stated, he was permitted to transfer to his original position in the new Electric Furnace Shop in January, 1971. By February 1, 1974, however, his binaural loss was up to 83 percent, and subsequent examinations by independent medical specialists showed losses of 79 and 81 percent.

As Withdrawal Operator Grievant had been working in a pulpit at controls with which he manipulated the movement of molten metal and then the hardening metal through various processes and points, at which groups of employees and supervisors worked, and he also activated the cutting devices at designated stages. It was his duty to stop the movement of the product when anything went wrong, for the safety of the men and the protection of the equipment. To some extent he could see what was going on, but he also had to rely on information given him by voice by foremen or others along the line.

The Company has cooperated with Grievant in trying to keep him qualified for the work he was doing. Normally, communication is by means of the Femco P.A. System, with speakers in the wall behind the employee. This was found to be unsatisfactory and he was provided with a hand set and subsequently with a head set. Neither was comfortable or completely effective, and he would set them aside. On numerous occasions, because he found it necessary to ask people to repeat their messages, supervisors or others would have to go up to the pulpit, his work place, to give him the required information.

The area in which he worked is noisy, and this interfered with his ability to make good use of the devices provided to help him hear. As one of the independent medical specialists reported on January 14, 1975, after examining him on December 22, 1974 and finding the percentage of loss to be 100 in his left ear, 77 in his right ear, and 81 binaural:

"It is my opinion that Mr. Westbrook would have a great deal of difficulty attempting to work in a loud noise environment while wearing his hearing

aid. Indeed this might prove, to some extent, to increase hearing loss on his right ear which was currently his good ear...."

A good part of the difficulty in this matter was due to the fact that Grievant has been highly regarded by Management. At our hearing it was also evident that he is an intelligent and attractive person.

Nevertheless, his hearing impairment has been increasing, and the parties' agreement does stipulate in Article 14, Section 1 that:

"The Company and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The Company shall make reasonable provisions for the safety and health of its employees at the plant."

The volume of production in this Electric Furnace Shop has increased greatly since it came into operation in 1971, and the work pace has risen accordingly. This coupled with Grievant's aggravated hearing ailment led his supervisors unanimously to the judgment that he should be removed from the position he was occupying to one where other employees would not be endangered because of his infirmity. In this, Management has not been alone. Several employees who work there have also urged this on Management, requesting, however, that their names not be mentioned.

The Union's point that by encouraging or permitting Grievant in 1971 to transfer to this position in the No. 1 Electric Furnace Shop the Company is under constraint to leave him in the position of Withdrawal Operator is not well taken. He also was aware of his hearing problem at the time, as it must be assumed the Union was as well, and no one could be held to be a guarantor that his condition would not worsen. In any event, the clear duty to provide reasonably for the safety and health of the employees is paramount.

This leads to the rejection of the Union's remaining argument that thus far, despite the increased operations, there have been no accidents due to Grievant. The duty to make reasonable provisions for the health and safety of employees would surely not be met if the Company waited until an accident or a tragedy occurred before doing what is reasonably indicated.

Fortunately, despite his disability, there is work which Grievant can perform and there is a position for him to which he has been assigned. He obviously has the goodwill of his supervisors, and they expressed themselves as gratified that his disability has not amounted to total incapacitation.

AWARD

This grievance is denied.

Dated: December 11, 1975

/s/ David L. Cole

David L. Cole, Permanent Arbitrator

The chronology of this grievance is as follows:

Grievance filed	March 20, 1974
Step 3 appeal	April 1, 1974
Step 3 hearings	June 5, 1974 August 28, 1974 April 30, 1975
Step 3 minutes	May 28, 1975
Step 4 appeal	June 3, 1975
Step 4 hearings	June 12, 1975 June 19, 1975 September 19, 1975
Step 4 minutes	October 10, 1975
Arbitration appeal	October 15, 1975
Arbitration hearing	November 26, 1975
Award	December 11, 1975