

Award No. 678

In the Matter of the Arbitration Between

INLAND STEEL COMPANY

AND

UNITED STEELWORKERS OF AMERICA

AND ITS LOCAL UNION 1010

Grievance No. 4-N-75

Appeal No. 1279

Arbitrator: Burt L. Luskin

December 14, 1979

#### INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on November 30, 1979. Pre-hearing briefs were filed on behalf of the respective parties in accordance with the contractual procedures.

#### APPEARANCES

For the Company:

Mr. T. L. Kinach, Arbitration Coordinator, Labor Relations

Mr. L. J. Trilli, Superintendent, No. 4 BOF & Slab Caster Department

Mr. J. L. Federoff, Assistant Superintendent, Labor Relations

Mr. M. A. Carle, General Mechanical Foreman, No. 4 BOF & Slab Caster Department

Mr. D. Schramm, Mechanical Foreman, No. 4 BOF & Slab Caster Department

Mr. R. Vela, Coordinator, Labor Relations

Mr. J. T. Surowiec, Coordinator, Labor Relations

Mr. H. S. Junker, Safety Engineer, Safety & Plant Protection

For the Union:

Mr. Theodore J. Rogus, Staff Representative

Mr. Joseph Gyurko, Chairman, Grievance Committee

Mr. James Robinson, Griever

Mr. Linc Cohen, Griever

Mr. Gonzalo Lopez, Grievant

#### BACKGROUND

On November 2, 1978, G. Lopez, D. Henke and R. Cadle were directed to change one of two hydraulic hoses on the tundish car "Flo-Con" system while casting operations were in progress. The three employees in question are mechanics who are generally assigned to work in that area along with a substantial number of other employees in the mechanic classification.

The "Flo-Con" system controls the flow of molten steel from the tundish to the slab mold and, in order for the operation to function as it was designed to do, a malfunctioning hose (or hoses) must be replaced. The replacement task takes between two and five minutes and is accomplished by using a wrench to release the hose at the cylinder located approximately three feet from the steel flow and to perform the same function at the hydraulic source. An alternate form of performing the operation was to have the casting crew remove the cylinder to which the hose was attached at the tundish and place it on the floor approximately six feet from the steel flow where the change would be made by mechanics after which the casting crew would replace the cylinder. That form of operation raised objections from some members of the mechanical forces who would have preferred to perform the operation by removing the hose from the cylinder and from the source, and to replace the defective hose in that position.

The "Flo-Con" system is utilized, among other things, to stop the flow of steel from the ladle. It meters and controls the flow of steel and it also provides a shroud to protect the steel from the atmosphere. When it becomes necessary to change a hose while the casting operation is being performed, an employee is stationed on a platform above the tundish where he can use a chill plug to reduce or stop the flow of steel in the event that operating problems develop. In addition thereto a mechanic is assigned as a safety man for the mechanic who is actually performing the hose changing function. When the operation in question is being performed, mechanics and anyone else working in the immediate area are required to wear specially designed trousers, shoes, gloves and an aluminized heat resistant outer garment. Hydraulic hoses of the type in question have been changed while casting operations were in progress, during periods of time on a turn-around (tundish change), and on a down turn, ever since the system became operative in the latter part of 1972 or the early part of 1973.

On November 2, 1978, Lopez, Henke and Cadle were directed to change a hydraulic hose while the casting operation was in progress. All three mechanics protested the assignment. They contended that the operation in question was unsafe "beyond the normal hazard inherent in the operation in question. . . ." and they sought relief from the job pursuant to Article 14, Section 6, of the Collective Bargaining Agreement. All three employees were thereupon relieved from the job and were sent home.

A grievance was filed (following oral discussions) requesting that the employees be reimbursed for time lost and requesting that the Company "cease and desist" from assigning the particular task to be performed while casting operations are in progress. The grievance was denied and was thereafter processed through the remaining steps of the grievance procedure. The issue arising therefrom became the subject matter of this arbitration proceeding.

#### DISCUSSION

The parties requested that the arbitrator view the operation before hearing any evidence on the merits of the dispute. On the morning of November 30, 1979, the arbitrator (accompanied by representatives of the parties) visited the plant and was afforded the opportunity to view the operation in question. At the conclusion of the plant visit, the arbitration hearing was convened and testimony and exhibits were offered by the respective parties in support of their contentions.

The Union contended that for some period of time any mechanic who objected to changing a hose while the cast was in progress was not required to change the hose. When that occurred, the hose was changed during a turn around or on a down turn. The Union contended that the grievants in this case exercised concern about injury in the event of a spill or a break out. They were equally concerned about the possibility of injury since the normal lock out procedures followed by mechanics when hoses are changed during a turn around or on a down turn cannot be followed when hoses have to be changed during a cast.

The Union contended that, although the job descriptions for the operating jobs make specific mention of work requirements that put the operating personnel close to molten steel, there is no reference whatsoever in the job description for mechanics to any requirement that they must work under conditions that would place them in close proximity to molten steel. The Union contended that, although the fluid in the hoses will not flame, it will create a heavy smoke condition if the fluid comes in contact with hot metal.

The Company contended that the hoses in question are of aircraft quality and undergo unusual testing procedures before they are used in connection with the hydraulic system for the tundish. The Company contended that two major valves are manually closed during a hose change, and the Company contended that unusual safety precautions are taken. An employee is stationed in a position where he can immediately insert a chill plug in the event of a break out or a spill, and there is at least one safetyman positioned in close proximity to the mechanic making the change in the event that it becomes necessary to alert the mechanic to any developing problem. The Company pointed to the fact that operating conditions make it necessary (in order to avoid the loss of substantial amounts of steel) to change a hose if the hose bursts or begins to leak during the course of a cast. The Company contended that the need to change a hose during a cast arises infrequently. The Company contended that in checking its records for a three-month period between November, 1978, and the last week in February, 1979, it found that there were only six hose changes made while the casting operation was being performed. The Company pointed to that average of one such hose change every other week, and in each instance a series of safety precautions were taken during the two-to-five-minute period required to change the hose. The Company contended that there were no operational changes involved and the hazards complained of were "normal hazards inherent in the operation," since the operation is being performed in exactly the same manner as it has been performed for approximately seven years since it was first introduced into the plant.

The evidence would indicate that spills occur on rare occasions and an operating employee is stationed adjacent to the tundish where he places material designed to absorb and contain spills. A major spill is a rare event, and the worst spill that has occurred in some seven years of operation resulted in metal flowing to the floor for a distance of approximately two feet. It took forty seconds for the metal to travel that distance. Break outs are more frequent, but break outs occur below the floor level and for the most part are contained and pose no serious danger to an employee who may be positioned near the tundish for the purpose of changing a hose during an interval of approximately two to five minutes. In the normal type of circumstance, a mechanic engaged in changing a hose while the casting operation is in progress would be alerted to possibly developing problems by a safetyman and he would have further back-up assistance from the control strand operator and from the employee stationed on the platform who is prepared to insert as many chill plugs as would be necessary to completely stop the flow of hot metal during the casting operation.

The immediate area in question is neither cluttered nor congested. There is ample room for a mechanic to freely move back and away from the tundish if he believes that a condition may be developing that would justify his movement away from the flow of steel. If standard safety procedures are followed, there should be no possibility of surges of hydraulic fluid through a hose.

The fact that the job description for mechanics makes no reference to working in areas contiguous to hot metal, is not the issue in this case. The grievants are not contending that their job ought to be re-described and re-evaluated. The operation that they complain of has been performed in an almost identical manner for a period of almost seven years by various members of the mechanic forces who are in the identical classification as are the grievants in this case. There is no recorded incident of injury to any mechanic who has changed a hose while the casting operation was in progress.

The applicable portion of Article 14, Section 6, is clear and unambiguous. While the arbitrator is of the opinion that the grievants in this case exercised a good faith concern for their health and safety, the fact remains that the task which they were assigned to perform is neither unsafe nor unhealthy "beyond the normal hazard inherent in the operation in question. . ." After the complaint had been registered, the Company reviewed its procedures and issued a new JAS which made it possible to make the change on the floor approximately five feet from the point where the metal was flowing. Many mechanics objected to that procedure and felt that it was cumbersome and difficult and that they preferred to perform the operation as it had been performed in the past. Certain equipment changes that were subsequently instituted made it difficult to remove the cylinder and to make the hose change on the floor instead of in its original position. Operating personnel spend a substantial portion of a shift working in the area of the hot metal flow. The grievants are asked to perform a mechanical function under circumstances where they are not exposed to unusual risks and hazards when the operational needs require that a hose be changed in order to permit the tundish to operate for the remaining period of a cast. The arbitrator must, therefore, find that the grievants are not entitled to be paid for the earnings they would have generated for the period for which they requested to be relieved from the job in question. The Company was not required to reimburse the grievants for the period of time lost pursuant to the provision of Article 14, Section 6, of the Collective Bargaining Agreement.

For the reasons hereinabove set forth, the award will be as follows:

**AWARD**

Grievance No. 4-N-75

Award No. 678

The grievance is hereby denied.

/s/ Burt L. Luskin

**ARBITRATOR**

December 14, 1979