Award No. 705
In the Matter of the Arbitration Between
INLAND STEEL COMPANY
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL UNION 1010
Grievance No. 27-N-47
Appeal No. 1308
Arbitrator: Bert L. Luskin
October 21, 1981

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois on August 17, 1981. The parties had filed pre-hearing briefs in accordance with their adopted procedures.

APPEARANCES

For the Company:
Mr. R. T. Larson, Arbitration Coordinator, Labor Relations
Mr. G. Lundie, Director, Safety and Plant Protection
Mr. W. P. Boehler, Assistant Superintendent, Labor Relations
Mr. J. Decker, Administrative Supervisor, Medical Department
Mr. R. B. Castle, Senior Representative, Labor Relations
For the Union:
Mr. Theodore J. Rogus, Staff Representative
Mr. Joseph Gyurko, Chairman Grievance Committee
Mr. Don Lutes, Secretary, Grievance Committee
Mr. John Deardorff, Compensation Committeeman
Mr. Rosendo Pena, Griever
Mr. Earl Neal, Griever
Mr. Kenneth Merrell, Assistant Griever
Mr. Curtis Sandlin, Grievant

BACKGROUND

Curtis Sandlin is employed in the Company's Plant No. 4 Mechanical Department. Sandlin came to work on January 7, 1980, and parked his car at approximately 10:30 P.M. in an employee parking lot located near the department where he works. That lot is one of approximately twenty lots maintained by the Company for employee parking. While walking to the clockhouse to pick up his timecard for the scheduled shift of January 8, 1980, (A turn), Sandlin slipped on a patch of ice. He fell to the ground and injured his right wrist. Sandlin proceeded to the clockhouse, picked up a timecard and went to his job. Sandlin worked until approximately 1:00 A.M. on the morning of January 8, 1980, at which time he requested and received permission from his foreman to go to the Company clinic in order that he might receive treatment for his injured wrist.

Sandlin was interviewed and examined at the Company clinic. Sandlin was informed that in view of the manner in which the injury had occurred, he could not return to work and would be required to receive treatment from his own doctor. In accordance with Company policy he would be required to present a release from his doctor before he could be permitted to return to work.

Sandlin then went to the emergency room of St. Margaret's Hospital in Hammond, Indiana, His wrist was x-rayed, he was examined, and the injury was diagnosed as a "sprain." He was informed that he could return to work, and he received a release from the hospital that could be presented to the Inland clinic in order that Sandlin could be permitted to return to work. Sandlin appeared at the Inland clinic prior to the commencement of his next scheduled shift of work. He was cleared and allowed to report for work as scheduled. Sandlin had lost the time from work that covered the period between approximately 1:00 A.M. and the end of his shift of work on January 8, 1980. When Sandlin was not compensated for the hours which he lost from work on January 8, 1980, he filed a grievance contending that he was entitled to be paid for time lost from work as a result of an injury which had occurred on Company property at a time when he was reporting for work as scheduled.

The grievance was denied and was thereafter processed through the remaining steps of the grievance procedure. The Company contended that although it does not dispute the fact that it owns and maintains the

parking lot where the injury occurred, it is not liable for injuries sustained by employees who may fall on ice or snow.

The Union contended that the Company was in violation of Article 14, Section 1, that requires the Company to "make reasonable provisions for the safety and health of its employees at the plant." The Company was further charged with a violation of the provisions of Article 14, Section 1 (14.1.4), which in part provides as follows:

"An employee who, as a result of an industrial accident, is unable to return to his assigned job for the balance of the shift on which he was injured will be paid for any wages lost on that shift."

The Company contended that it had not violated the above-cited provision of the Agreement since the grievant did not sustain an "industrial accident" within the accepted meaning of that term and since the injury had occurred prior to and not during his turn of work.

The issue arising out of the filing of the grievance became the subject matter of this arbitration proceeding.

DISCUSSION

The grievance primarily cited a violation of the language appearing in Article 14, Section 1, concerning the obligation of the Company to pay an employee for the balance of the shift of work on which the employee was injured.

The Union contended that the Company had failed to provide the grievant with "adequate first aid" in violation of the language appearing in Article 14, Section 1, that reads as follows:

"The Company shall provide adequate first aid for all employees during their working hours."

In addition to the above-quoted provision, the Union contended that the Company had violated the language appearing in Article 14, Section 4, that is hereinafter set forth as follows:

"ARTICLE 14

"SAFETY AND HEALTH

"SECTION 4. The health service at the Indiana Harbor Works shall be available to employees of the Indiana Harbor Plant within reasonable limits. It is understood that the words 'reasonable limits' makes this consideration dependent upon certain procedures established by the medical profession generally and specifically by the Industrial Code of Ethics of the Lake County Medical Society of Indiana."

The evidence will not support a conclusion or finding that the Company had failed to provide the grievant with "adequate first aid" during his working hours. The grievant went to the clinic where he was examined. The injury was diagnosed as one that could and should be treated by the employee's doctor and, since the employee was obviously ambulatory and was able to see his own doctor without further preliminary treatment or medication, he was referred to his own doctor for further diagnosis and treatment.

The evidence indicates that Company policy is to provide first aid to anyone at the plant who suffers an injury irrespective of the manner in which the injury was sustained. There can be no question but that the grievant was entitled to "adequate first aid," but the evidence will not support the contention advanced by the Union that the grievant was not provided with "adequate first aid."

The Company did not violate the provisions appearing in Article. 14, Section 4, of the Collective Bargaining Agreement. The health service at the Company plant was available to the grievant, and it was available to the grievant within reasonable limits." He was examined, and the medical conclusion reached at that time was that the injury was one which could be safely treated by the grievant's own doctor. There was no emergency need to provide him with further medical treatment at the time that the injury was reported. If the injury would have required immediate care and treatment, including providing the grievant with available medical attention, then and in that event Article 14, Section 4, would have required that the Company's Medical Department provide the grievant with medical services to which he was entitled "within reasonable limits."

The Company may have been legally obligated to provide the grievant with a safe area in which to park his car and a safe area in which to proceed to his destination at the clockhouse. The fact remains, however, that when he slipped on a patch of ice, the injury could not have been considered to constitute an industrial accident within the meaning of the term as it is used in the Collective Bargaining Agreement. The injury occurred more than one hour before the start of the shift, and the grievant had not as yet picked up his timecard at the clockhouse. The language of Article 14, Section 4 (14.1.4), presupposes that an employee has started to work, suffered an injury, required medical treatment, and was unable to return to his assigned job for the balance of the shift. That did not occur in this case. The fact remains, however, that the procedure adopted by the Company and followed by the Company for many years goes beyond the contractual requirements appearing in Article 14, Section 4, of the Collective Bargaining Agreement. Long before the inclusion of the provision in question into the Collective Agreement, the Company had adopted a

policy which had been followed without deviation for many years. An employee who had picked up his timecard at the clockhouse was considered "at work," and injuries sustained by the employee from that point forward were considered to be injuries of a nature that would be construed as "industrial accidents." Employees who picked up their timecards and who had then been injured in a lockeroom before the start of work were considered to be "at work," and those employees suffering monetary losses as a result of time lost from work on that shift due to injury were compensated for that lost time.

In the instant case, the grievant suffered an injury before he had reached the clockhouse and before he had picked up his timecard. The fact that the employee may or may not have been eligible for S & A benefits if the injuries would have caused his absence from work for extended periods of time, is not the issue in this case. The issue concerns itself solely with pay for the balance of the shift that the grievant could not complete after he had visited the clinic and had been sent to see his own doctor for further treatment.

The Company conceded that employees who are on Company property and on Company parking lots are subject to all of the rules and regulations applicable to employees of the Company. An employee who violates Company rules and regulations while on Company property (including a parking lot) subjects himself to the imposition of disciplinary measures. The rules contemplate that Company employees who are on Company property will conduct themselves in accordance with the published rules and regulations. That does not necessarily mean that an employee on Company property is working for the Company at the time of an injury; nor does it mean that the Company subjects itself to the contractual obligations involved in the application of provisions of the Agreement relating to "industrial accidents."

Since the evidence conclusively establishes the fact that the injury suffered by the grievant occurred prior to the time that he had appeared at the clockhouse and prior to the time that he had picked up his timecard, he was not performing any functions which could be construed to bring his injury within the meaning of the term "industrial accident" as those words are used in Article 14, Section 1, of the Collective Bargaining Agreement. The arbitrator, therefore, is required to find that the Company did not violate any provision of the Agreement when it did not pay the grievant for all of the hours for which he was scheduled on the A turn on January 8, 1980.

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

AWARD No. 705

Grievance No. 27-N-47

The grievance is hereby denied.

/s/ Bert L. Luskin

ARBITRATOR

October 21, 1981