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United States Steel Corporation Western Steel Operations Gary-Ellwood Works and United Steelworkers of Americ Local Union 2697

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BOARD OF ARBITRATION

Case No. USS-7411-T

March 11, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
WESTERN STEEL OPERATIONS
Gary-Ellwood Works

and

Grievance No. TG-67-39

UNITED STEELWORKERS OF AMERICA
Local Union No. 2697

Subject: Request for Special Purpose Gloves

Statement of the Grievance: "Employees of Shipping Department request that Management furnish them a special purpose glove - plastic or rubber coated.

"Facts: 1. Employees are currently using plastic coated gloves in their work.

2. Ordinary cotten gloves would become saturated with oil and unusable, in a matter of minutes.

3. Employees are subject to numerous hand injuries from handling 4 x 4's, ropes, chains, and other equipment.

4. Management had provided employees in other areas plastic coated gloves when they work under excessively wet or oily conditions.

"Remedy Requested: Management furnish plastic coated gloves to employees at no cost."

Contract Provision Involved: Section 14-B of the September 1, 1965 Agreement.

<u>Grievance Data:</u>	<u>Date</u>
Grievance filed:	October 13, 1967
Step 2 Meeting:	October 20, 1967
Appealed to Step 3:	Not available
Step 3 Meeting:	November 27, 1967
Appealed to Step 4:	Not available
Reappealed to Step 4:	April 8, 1969
Step 4 Meetings:	February 13, 1968 July 31, 1969
Appealed to Arbitration:	October 9, 1969
Case Heard:	March 4, 1970
Transcript Received:	March 23, 1970

Statement of the Award: The grievance is denied.

BACKGROUND

USS-7411-T

This grievance from the Shipping Department of Gary Tube Works claims that Management must furnish grievants special purpose gloves without cost, under Section 14-B of the September 1, 1965 Agreement. 1

The original grievance recited the four following points: 2

"Employees of Shipping Department request that Management furnish them a special purpose glove - plastic or rubber coated.

- "1. Employees are currently using plastic coated gloves in their work.
2. Ordinary cotten gloves would become saturated with oil and unusable, in a matter of minutes.
3. Employees are subject to numerous hand injuries from handling 4 x 4's, ropes, chains, and other equipment.
4. Management had provided employees in other areas plastic coated gloves when they work under excessively wet or oily conditions.

"Management furnish plastic coated gloves to employees at no cost."

Grievants are Shippers or Tube Loaders. They load, unload, rack, hook, unhook, block, and bundle lifts of tubing. In those activities they use chains, ropes, and banding material, and the tubing they handle includes some which has just come from drip racks after being dipped in oil tanks. Thus, much of the material is oily, and the floor underneath and between racks becomes saturated with oil, and sometimes actual puddles of oil 3

accumulate in low areas on the floor. The Union says these may be several inches deep at times, but the Company denies they ever exceed one inch. At any rate, grievants sometimes have to pick up chains or ropes lying in such puddles.

The Union thus contends that, since grievants work with oily material, they are exposed to hazardous conditions and, therefore, are entitled to have special purpose gloves provided by Management without cost to them. The Union feels that the Tube Loader probably encounters more oily conditions than does the Shipper.

The Company says that conditions relating to the Shipper and Tube Loader jobs have not changed over the years and, since special purpose gloves never have been furnished to these employees in the past, there is no basis for furnishing such gloves now. Employees at this location have been furnished at no cost with leather hand mitts, which cover the palm and front of the fingers. Management purchased rubber gloves and sold them to grievants at a nominal cost. That service apparently has been discontinued. The witness said that the employees wear rubber or plastic gloves which they buy.

This grievance was filed in October of 1967 and at a Step 4 Meeting of February of 1968, it was returned to Step 2, pending submission of this question to the Joint Safety Committee. The Committee met and decided that special hand protection was not required with respect to exposure of human skin to coating oils and recommended also that the matter of hand protection respecting other aspects of the duties of these jobs should be at the discretion of Management. The Union argues here, nevertheless, that the fact that grievants were buying such gloves from the Company canteen and the Company was selling them, indicated that they were "necessary and required." The matter thus continued through the grievance proceedings.

The Company notes that the Joint Safety Committee referred to the supplier of the oil the question of its toxicity to normal skin, absent an allergic condition, and the supplier replied that there was no problem in that regard. Management cites CI-49, T-383, A-202, T-231, T-466, and T-468 in support of its argument that special purpose gloves are not "necessary and required" in the circumstances of this case.

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The Union says that the leather, palm mitts which have been furnished have been discontinued at the employees' request because they allegedly are unsafe in that they become saturated with oil and thus very slippery when handling chains and ropes.

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The Union would discount the Joint Safety Committee's decision that such gloves were not "necessary and required," on the ground that no employees of the Shipping Department were on the Committee.

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The Union says that the leather, palm mitts which were tried do not completely cover the hand and therefore do not protect against pinch injuries to the finger tips and do not keep the skin free of contact with oil.

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A Union witness said that about two years ago he had seen one case where an employee's knuckles were split open, allegedly by reason of contact with oil or water during cold weather. Some employees have seen dead rats in the oil puddles which grievants sometimes have to reach into in order to pick up chains. The Union notes that plastic-coated finger gloves are furnished without cost to employees on other operations. Those other operations include the Ultrasonic Tester, where wet, hot tubing is handled; the Processing Department; Pickling Department; one job on the Hot Mill; and in Spray Oil operations.

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A Union witness could not recall any injuries at this shipping operation. He agreed also that, over a period of time,

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the finger glove would become so coated with oil that it, too, would become slippery. He said that all present conditions have been in existence during his eighteen years in the plant.

The Union agrees that the leather, palm mitt is adequate for pulling banding material tight, but it fears that burrs might be concealed in the oily scum and, without protection for the ends of his fingers, an employee reaching into that oily puddle for a chain might cut his finger tips. Hand protection is required also, says the Union, to avoid slivers from stiff rope. 13

The Company witness said that oil puddles which sometimes accumulate are at most one-half to one inch deep. The General Foreman of Shipping and Stockhouse said that grievants are not supposed to touch the tubing directly; they are to use loading sticks. The witness said he never had any employee complain to him of a rash or other skin condition resulting from contact with the paraffin oil. 14

The Company's Safety Supervisor reviewed injury records for a period of over four years and concluded that about one fourth of those in the Shipping Department were hand and finger injuries, covering contusions, abrasions, punctures, and lacerations. He could not see that there would be any significant difference in preventing these as between leather, palm mitts and plastic gloves. 15

The Union notes that Management did not have any of its own chemists analyze the oil to determine its effects on human skin. The Union explained that it is concerned here about exposure of human skin to coating oils in cold weather and also about pinch, sliver, and puncture hazards. 16

FINDINGS

The Union claim that Section 14-B requires Management to furnish special purpose rubber- or plastic-coated finger gloves without cost is based on the contention that grievants are subject to numerous hand injuries from handling wooden blocking, stiff ropes, and chains, and that contact with oil causes grievants' knuckles to crack.

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But, the argument is not supported in the evidence. Grievants never have been furnished with any such gloves, without cost, and conditions at grievance time were no different from those which had prevailed over the years in the past. Furthermore, there is nothing to suggest that the leather, palm mitt does not give adequate protection against splinters from wood and rope and slivers and burrs from tubing. That the leather mitt will become permeated with oil in time is true, but so would the finger glove, as a Union witness agreed. Moreover, there was no evidence introduced which would support the view that the plastic finger gloves would prevent any hand injuries that would not be prevented by the leather mitt.

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Finally and of overriding importance here is the fact that, as to the claim based on exposure to oil, the Joint Safety Committee examined that and found that such gloves were not required. The Committee recommended also that, as to other phases of grievants' work, the matter of hand protection should be at Management's discretion. Nothing was presented to the Board which would empower it to go behind either of those decisions.

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Since there is no practice requiring that these gloves be provided without cost, the grievance cannot be sustained under the first sentence of 14-B, and, since there is no evidence to

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show that such gloves are "necessary and required," it cannot be sustained under the second sentence of that provision. Accordingly, it will be denied.

AWARD

The grievance is denied.

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Findings and Award recommended
pursuant to Section 7-J of the
Agreement, by



Clare B. McDermott
Assistant Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman