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United States Steel Corporation Eastern Steel Operations Homestead Works and United Steelworkers of America Local Union 1397

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BOARD OF ARBITRATION

Case USS-8161

March 23, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
EASTERN STEEL OPERATIONS
Homestead Works

and

Grievance No. HH-70-133

UNITED STEELWORKERS OF AMERICA
Local Union No. 1397

Subject: Safety and Health

Statement of the Grievance: "Managements action of requiring employees to first; wear 'snoods' and second; to pay for same is protested.

"Facts: (SEE ATTACHED SHEET)
/Not made available./

"Remedy Requested: That employees not be required to wear 'snoods,' and as recorded under 'Facts' on the grievance form, that Management supply 'snoods' free of cost if their unreasonable directive is sustained."

Contract Provision Involved: Section 14-B of the August 1, 1968 Agreement.

Grievance Data:

	<u>Date</u>
Grievance Filed:	May 4, 1970
Step 2 Meeting:	Not Applicable
Appealed to Step 3:	Not Applicable
Step 3 Meeting:	May 13, 1970
Appealed to Step 4:	June 16, 1970
Step 4 Meeting:	August 13, 1970
Appealed to Arbitration:	November 9, 1970
Case Heard:	February 22, 1971
Transcript Received:	None

Statement of the Award:

The grievance is denied.

BACKGROUND

USS-8161

In this grievance, filed by the Chairman of the Grievance Committee, Homestead Works, the Union protests the refusal of the Company to pay for the cost of snoods that certain employees with long hair are being required to wear. Violation of Section 14-B of the August 1, 1968 Agreement is alleged.

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This problem had its origin in a decision by Management to require the wearing of fire-resistant snoods by its employees who are unable to tuck their long hair underneath their hard hats. The reasonableness of this requirement was discussed at the Joint Safety Committee meeting on April 3, 1970 and, after the requirement was put into effect on April 8, 1970, there was further discussion of this subject at a Joint Safety Committee meeting on April 30, 1970.

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This grievance was filed on May 4, 1970 and on its face protests not only the employees' being required to pay for the snoods but also raised the issue of whether it was proper under Section 14-A for the Company to require the employees to wear snoods. However, this latter aspect of the grievance was withdrawn by the Union in the Fourth Step after the Company had clarified its requirement as follows:

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"In reference to your letter of April 8, 1970 on 'long hair', we would like to make the following clarification:

"It is not our intent to have all employees with long hair wear snoods. We will require the wearing of snoods when the employee's hair falls below the nape of the neck and the work environment is such that

"the hair would catch fire or be entangled in moving machinery.

"If Management deems it necessary to have hair protection and the employee is so notified and the employee continues to defy instructions, disciplinary action will be taken.

"The Safety Committee Minutes indicate the Union objects to the employee paying for the snood. However, Management believes that Section 14 of the Labor Agreement protects Management in this action and also the requirement to wear them."

Thus the sole question presented here is whether the Agreement requires that the Company pay for the snoods. The snoods in issue are made of a fire-resistant material and are worn under the hard hat. They fit quite snugly over the entire head of the wearer from about the center of the forehead to a point quite low on the back of the neck with the ears and the side of the head covered with flaps that tie with string under the chin.

The Union claims here that Section 14-B of the Agreement imposes an obligation on the Company to provide to employees free of cost any protective wearing apparel that it requires the employees to use. The Union sees support for this position in the Board's decision in USS-4878-W.

The Union also notes the similarity of the snoods to the winter liners that are furnished by the Company free of charge and asserts this fact as further support for its position. The Union notes that the Company has permitted certain employees with long hair to wear the winter liners rather than the snoods. The particular winter liners referred to cover the head, neck and ear areas in essentially the same manner as do the snoods but, being designed to keep the employees warm in cold weather, they are lined with a felt-like material on the inside and understandably are quite warmer than the snoods.

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The Company objects to the Union's claim that it can properly file this grievance alleging a violation of Section 14 under Section 6-D-5, Marginal Paragraph 63.2.

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Without waiving this procedural point, the Company, directing its attention solely to the narrow issue of whether Section 14 requires it to furnish the snoods free of charge, relies essentially on its view that Section 14-B requires that the Company pay for such wearing apparel only if the practices at the plant have been to provide it free of charge or if the protective devices fall within the definition of fireproof, waterproof or acidproof protective clothing referred to in the second sentence of Section 14-B. The Company notes that the wearing of snoods has never been required of employees at Homestead Works heretofore and, therefore, no practice relative to the manner in which they will be furnished has been established at the plant. It is further noted that the snoods are fire-resistant rather than fireproof and, relying on the Board's decision in USS-5768-W relative to flame resistant clothing, the Company would hold that the second sentence of Section 14-B has no application here.

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FINDINGS

This grievance involves the following provisions of Section 14:

"A. Objective and Obligations of the Parties

The Company and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The Company shall continue to make reasonable provisions for the safety and health of its employees at the plants during the hours of their employment.

* * * * *

"B. Protective Devices, Wearing Apparel, and Equipment

Protective devices, wearing apparel, and other equipment necessary properly to protect employees from injury shall be provided by the Company in accordance with practices now prevailing in each separate plant or as such practices may be improved from time to time by the Company. Goggles; gas masks; face shields; respirators, special purpose gloves; fireproof, waterproof, or acidproof protective clothing when necessary and required shall be provided by the Company without

"cost, except that the Company may assess a fair charge to cover loss or willful destruction thereof by the employee. Where any such equipment or clothing is now provided, the present practice concerning charge for loss or willful destruction by the employee shall continue. Proper heating and ventilating systems shall be installed where needed.

* * * * *

"D. Joint Safety Committees

* * * * *

"2. When the Company introduces new personal protective apparel or extends the use of protective apparel to new areas or issues new rules relating to the use of protective apparel, the matter will be discussed with the members of the safety committee in advance with the objective of increasing cooperation. Should differences result from such discussions, a grievance may be filed in the Third Step by the Chairman of the Grievance Committee within 30 days thereafter. In the event that the grievance progresses through the grievance procedure to arbitration, the Board shall determine whether such rule or requirement is

"appropriate to achieve the objective set forth in Subsection A."

It is undisputed that the requirement that certain employees wear snoods as a protective device was a new requirement at Homestead Works and therefore was a mandatory subject for discussions by the Joint Safety Committee under Section 14-D-2. Such discussions were held and at the outset differences between the Union and Company resulted as to whether it was reasonable to require the use of snoods and also as to whether they should be provided free of charge. This grievance was originally filed to protest the Company's action on both issues and, therefore, it was clearly proper for the Chairman of the Grievance Committee to file the grievance as provided in Section 14-D-2. This being the case, it makes little difference that the manner in which the grievance was filed may not have been contemplated by Section 6-D-5 (Marginal Paragraph 63.2).

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At the Fourth Step of the grievance procedure the Union effectively withdrew its general contention that the requirement that certain employees with long hair wear snoods was improper under Section 14. The Union did so on the basis of a clarification made by the Company--noted above in Background--specifying the general conditions under which the wearing of snoods would be required. Thus whatever might be the right of an individual employee to protest the reasonableness of his being required to wear a snood under what must now be viewed as generally agreed upon guidelines, the general issue protested in the grievance under Section 14-A is not now before the Board.

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In other words, the Union now protests only the fact that the snoods are not being provided free of charge. This being the case it is not really material that women employees have not been required to wear snoods or even that the one type of winter liner is so similar to the snood that it could be used to keep the hair confined.

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Contrary to the Union's contention, Section 14-B does not necessarily require that all protective devices, wearing apparel and equipment that the Company may require the employees to use must be provided free of charge. The first sentence of that Section requires that the question be determined in accordance with the practice at each separate plant. Thus the practice at other plants of the Company are neither relevant nor controlling. At Homestead Works the use of fire-resistant snoods has not been required in the past and, therefore, no practice has evolved relative to the manner in which they will be provided.

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It is true that the one type of winter liner referred to by the Union has some similarity to the snood and has been provided by the Company free of charge. However, the winter liner has always been provided, not necessarily required, for the purpose of protecting the employees from cold weather and is clearly designed for that purpose having, unlike the snoods, a felt lining on the inside in order to provide greater warmth.

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The second sentence of Section 14-B requires that the Company provide free of charge certain specific items when their use is necessary and required. Among these items are fireproof, waterproof and acidproof protective clothing. The snoods in issue here are fire-resistant but are not fireproof and the Board in USS-5768-W made a clear distinction

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between these two types of wearing apparel holding that, absent a contrary practice, Section 14-B does not require the Company to provide fire-resistant clothing free of charge.

Under these circumstances and in light of the narrow issue presented here, the grievance is denied.

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AWARD

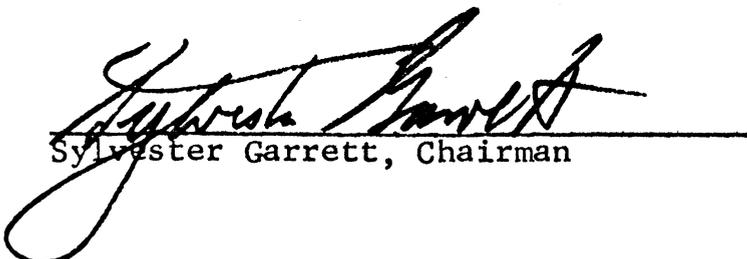
The grievance is denied.

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


Alfred C. Dybeck
Assistant to the Chairman

Approved by the Board of Arbitration


Sylvester Garrett, Chairman