

INLAND STEEL COMPANY
Indiana Harbor Works

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 12-E-81
Docket No. IH 13-13-5/3/56
Arbitration No. 174

Opinion and Award

Appearances:

For the Company:

W. L. Ryan, Assistant Superintendent, Labor Relations Department
R. L. Smith, Assistant Superintendent, Industrial Engineering
Department
W. A. Dillon, Divisional Supervisor, Labor Relations Department

For the Union:

Cecil Clifton, International Staff Representative
Fred Gardner, Chairman, Grievance Committee
Joseph Wolanin, Secretary, Grievance Committee
C. C. Crawford, Member, Grievance Committee

This grievance charges that Article VII Section 1 of the Agreement was not observed when P. Colon bid for a posted vacancy in the occupation of Hooker located at the Finishing End of the Galvanize Department. The relief requested is that he be awarded this job and be paid for any loss due to the failure of the Company to honor his seniority rights.

The Company posted a notice of two vacancies in the Hooker occupation referred to on February 22, 1956. Five employees submitted bids. Mr. P. Colon had the greatest departmental length of service dating from December 29, 1947. His bid was rejected, however, and the jobs were filled by S. Salazar and C. Robinson who were junior to him on the applicable seniority list.

In the steps of the grievance procedure and at the arbitration hearing the Company relied on Article VII Section 1 and consistently took the position that the only reason for the rejection of Mr. Colon's bid was his lack of proficiency in speaking, reading and understanding the English language. Mr. Colon was referred to by his foreman as a good worker with a good attendance record.

Article VII Section 1 provides, in pertinent part as follows:

"Section 1. Definition of Seniority. Employees within the bargaining unit shall be given consideration in respect to promotional opportunity * * * in accord with their seniority status relative to one another. 'Seniority' as used herein shall include the following factors:

- (a) Length of continuous service as hereinafter defined;
- (b) Ability to perform the work; and
- (c) Physical fitness.

"It is understood and agreed that where factors (b) and (c) are relatively equal, length of continuous service as hereinafter defined shall govern. In the evaluation of (b) and (c) Management shall be the judge; provided that this will not be used for purposes of discrimination against any member of the Union. If objection is raised to Management's evaluation, and where personnel records have not established a differential in abilities of two employees, a reasonable trial period of not less than thirty (30) days shall be allowed the employee with the longest continuous service record as hereinafter provided."

The grievant was the employee with the longest continuous service. However, he was not afforded the "trial period". The narrow question here, is whether the Company had reasonable grounds to conclude that he did not have "ability to perform the work" of Hooker because of his language deficiencies.

The Company's personnel record of Grievant shows that he started his service in the Labor Pool of the Galvanizing Department in November, 1947 and has been in that department since. From December, 1947 to June, 1950 he was a #2 Inspector Helper; from June, 1950 to May, 1954 he was an Inspector. When the pots were dismantled in 1954, he returned to the Labor Pool for two months. From July, 1954 to February, 1955 he was in the occupation of Inspector Bench, and was demoted to Inspector Helper. He filled the Inspector Helper occupation from February, 1955 until April, 1956 when he became a Re-square Shearman Helper. He now occupies that job. The grievance was filed on March 21, 1956 while he was an Inspector Helper.

The Company's demotion of Mr. Colon from Inspector Bench to Inspector Helper (Job Class 8 to Job Class 3) on February 24, 1955 was on the ground that there had been no improvement in his ability to understand the language and that this deficiency handicapped his work performance. A grievance was filed against this action of the Company but it was not pursued to the arbitration step.

The position of the Union is grounded on a comparison of the job description and classification of the Hooker job involved in this case and other jobs in which grievant is said to have performed satisfactorily. Specifically the Union calls attention to the following comparisons:

Hooker:

Education: "Understand hooking instructions" (1-B-1)
Experience: "Up to 3 months experience" (1-B-1)

Inspector: Lead and Zinc Pot:

Education: "Read tickets, count, understand detailed instruction. Instruct helper." (2-B-4)
Experience: "A month's experience essential" (1-D-3)

Inasmuch as Mr. Colon concededly performed satisfactorily in the Inspector's job, the Union argues that, at the least, he should have been afforded a trial period in the Hooker job in which the formal requirements for education and experience are rated below those of the Inspector job.

The Company's position is that ability of an individual to perform the work is not to be determined by factors, basis of rating and point values on Job Classification sheets; that these sheets refer to job requirements, job conditions and job responsibilities and have nothing to do with the ability of any particular individual to meet the standards set forth; that in any event, their purpose is to plan jobs in their proper relation to each other, not to serve as method of determining whether an individual who performs satisfactorily on one job will be able to do so on another; further that an underlying and basic assumption in job classification at Inland Steel Company is that the English language would be comprehended and spoken. The Company claims that the jobs of Inspector and Hooker differ radically in the extent of comprehension of the language required.

The Inspector, Lead and Zinc, according to the obsolete Job Description, with the aid of a helper, visually inspects galvanized steel sheets and places rejects on a floor pile. Apparently there are some fifty or sixty kinds of defects that he would be required to recognize. The type of inspection or quality called for would be indicated by tickets bearing simple initials. According to the Superintendent of the Wage and Salary Division, who was a foreman in the Galvanizing Department for 6 years, anyone with a good I. Q. could make the decisions and in any event the Inspector worked closely with the Chief Inspector and the Chief Inspector Helper. He testified that ordinarily on the Inspector's job little or no communication was necessary, and what was needed could be done by gesture. "Understanding detailed instructions," he said, refers to mental development rather than a requirement that changing instructions be comprehended. He stated that the educational factor is a measure of transferable intelligence and mentality, and that Mr. Colon had such intelligence but could not understand the language. It was emphasized that although the Inspector was required to meet changing conditions in the limited sense that different defects would show up on different sheets, his Inspector job was one that was learned by experience, and once learned required no future adjustment to changing instructions and conditions.

The Hooker job, to which Mr. Colon aspired, requires that the Hooker work with a Craneman with whom he communicates by gesture. However, he gets his orders from schedules and instructions given to him by the turn foreman and the Head Hooker. The turn foreman lines up the material to be placed in any one of a number of finishing units, identifying customer, unit, weight and other pertinent information. According to Company witnesses with supervisory responsibility, the Hooker cannot perform his job unless he can comprehend the data communicated to him. They insisted that this ever changing data cannot be communicated by gesture because of the number of units to be moved to a number of different locations, the size of the area, and the fact that after receiving instructions the Hooker frequently is required to work in places not in close proximity to the Head Hooker.

It is contended by the Union here that grievant possesses the "ability to perform the work." The Company has demonstrated to my satisfaction that whatever the respective job classification sheets might record,

the "work" performed by a Hooker differs from that previously performed by Mr. Colon as an Inspector in various important respects. One of the important differences is that the Hooker must work under changing schedules and instructions which he must comprehend to perform satisfactorily. Without disparaging the requirements of the Inspector occupation, it may be observed that this element of change in accomodation to instructions seems relatively not to be important. Mr. Colon managed to master the Inspector's job, for which he deserves credit, but I am not persuaded that his ability to do the Hooker's job is shown, on the record before me, because of his lack of ability in the English language.

Mr. Colon was not a witness at the arbitration hearing. Accordingly, I was in no position to determine whether his incomplete grasp of the language might have been adequate for the Hooker job as described to me. The Company witnesses testified that it was not. Mr. Colon would have provided the best evidence on this subject.

On the evidence submitted at the hearing, I must find that he lacked the minimum knowledge of, and ability in, English essential to the occupation of Hooker.

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Dated: July 19, 1957