INLAND STEEL COMPANY )
) Grievance No. 8-E-36 - A
- and - ) Docket No. IH 65-65-10/31/56
) Arbitration No. 214
UNITED STEELWORKERS OF AMERICA )
Local Union No. 1010 ) Opinion and Award

Appearances:

For the Company:

L. E. Davidson, Assistant Superintendent, Labor Relations
R. H. Ayres, Divisional Supervisor, Labor Relations
L. R. Mitchell, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Representative
Fred Gardner, Chairman, Wage Rate & Incentive Review
J. Wolanin, Acting Chairman, Grievance Committee

This grievance was previously heard in arbitration and was the subject of an opinion and award in Arbitration No. 195. The grievance notice in the case requested that Bennett R. Robinson, the grievant,

> "be put on the job [of Handyman, in Splice Bar and Tie Plate-Mechanical in the Rail Accessories Department] and paid for all turns lost, and the Inland Steel Company quit using Screening tests as a method of determining promotions."

At the first hearing, the evidence presented and the argument involved almost exclusively the propriety of the use of screening tests. This issue was resolved in the Award in favor of the Company. With respect to the associated issue, the grievant's right to promotion, the Award referred to Article VII Section 2 (Marginal Paragraph 91 of the 1954 Agreement which provides that,

> "If objection is raised to the Management evaluation [of ability to perform the work and physical fitness of a job applicant],

> 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."

It being evident from the record of the case a) that the Company's refusal to promote the grievant was based on its evaluation of his abilities derived from his performance on the screening test exclusively; b) that objection had been duly voiced to such evaluation; and c) that there had been no comparison of the personnel records to establish whether there was a differential in abilities of the grievant (the senior employee) and the employee who was promoted into the job, the case was remanded for consideration and action in accordance with the requirements of Marginal Paragraph 91.

The parties were unable to reach agreement and the case is again up for decision. The Company objected to further consideration on the ground that comparison of the personnel records is not called for in arbitration where the grievant has demonstrated his incapacity by failing in the screening test, and that this failure should dispose of the matter where in the evaluation of ability to perform the work, the Agreement provides that "Management shall be the judge."

I do not agree. This contention ignores the express and unambiguous direction of the last sentence of Marginal Paragraph 91. The Agreement does not qualify the kind or character of objection which, when raised, requires a comparison of personnel records. The objection raised may be captious and unmeritorious or it may be sound. In any event, the objection, if filed as a grievance ("any differences or disputes" between the Company and the Union as to the meaning and application of this agreement as expressed in Marginal Paragraph 146) is entitled to adjudication if duly appealed to the arbitration step. At this level the Arbitrator has the duty and responsibility of determining whether the objection has merit and meets the standards prescribed in Marginal Paragraph 91. If he should do less, ignoring the direction in the last sentence of Marginal Paragraph 91, he would be detracting from the provisions of the Agreement in violation of Marginal Paragraph 155.

Despite its procedural objection, the Company participated fully in a further exploration of the case. It submitted the personnel records of the grievant and the successful applicant for the job, J. Florence. It takes the position that the personnel records establish a differential in the respective abilities of the two employees to the advantage of Florence.

The Union's principal objections to the Company's evaluation of the respective abilities of the two contestants for the job are as follows:

1) The job calls for mechanical aptitude and experience possessed by Robinson but not by Florence.

2) The screening test called for skills not required on the job.

As to the first objection, the personnel record cards on their faces appear to bear out the Union's contention because Robinson is stated to have filled the jobs of "Punch Mach. Plk. Hlpr. (Mach. Opr.)" and "Machine Operator". Florence had been a Laborer, and an Angleman prior to his promotion. However, the Division Supervisor of Labor Relations present at the hearing testified that these references to Robinson's prior jobs were misnomers and that his investigation revealed that in fact the jobs he filled required no mechanical background or aptitude. The Company presented as an exhibit the job description and job classification sheet of Punchman and Slotter which, it contended, was in fact the occupation previously filled by Robinson. This exhibit clearly does not call for mechanical skills or aptitudes of a high order. Although this was testimony by the Company witness and was not accepted as correct by the Union, there was no evidence produced to demonstrate that the contrary was true. The grievant was not present at the hearing to be interrogated as to the nature of his duties on his prior jobs. Accordingly, as the record stands, I am constrained to accept the explanation of the Company that the designations of occupations on Robinson's personnel card are not, in fact, what they appear to be. This requires a finding that neither of the applicants had jobs calling for mechanical skills, aptitudes or experience which might be required for Handyman.

The Union's objection with respect to the screening test calls attention to the fact that one of the two items on which Robinson failed was the calculation of decimal equivalents. The Union observes that employees are furnished arithmetic tables and a Handyman would not be called upon to compute decimal equivalents. As to the other failure ("Blue Prints and Sketches: Layout stripper plate for drilling as per attached sketch"), the Union denies that the Handyman is obliged to do anything more than interpret sketches. The Company contends that Handyman must be able to interpret blueprints and understand mechanical instructions and that the test was designed to determine the aptitude and ability of the applicants in that regard.

Examining the job description and job classification sheet of Handyman in the light of these contentions, it is evident that a mechanical aptitude and skill to a substantial degree is required by the incumbent of the occupation. Although the specific job experience of each of the two applicants discloses no differential in ability in this respect, the fact that Florence successfully answered all of the questions on the screening test and that Robinson, the grievant, did not, leads to a conclusion favorable to the Company. As ruled in Arbitration No. 195, the results of screening tests are part of employees' personnel records.

In light of the provision that "management shall be the judge"; that grievant failed to pass the screening test; that I have no basis to hold that the questions are unrelated to a reasonable assessment of the job duties and aptitudes of Handyman; that there is no claim here of improper and unfair discrimination against the grievant; and inasmuch as the test results are necessarily a part of the personnel records of the two employees, the decision must be for the Company.

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: December 20, 1957