

In the Matter of Arbitration Between:

INLAND STEEL COMPANY  
- and the -  
UNITED STEELWORKERS OF AMERICA,  
Local Union 1010

ARBITRATION AWARD NO. 445<sup>6</sup>

Grievance No. 23-G-32  
Appeal No. 320

PETER M. KELLIHER  
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations  
R. J. Stanton, Assistant Superintendent, Labor Relations  
H. S. Onoda, Labor Relations Representative, Labor Relations  
R. H. Ayres, Assistant Superintendent, Labor Relations  
G. J. Marinello, Electrical Foreman, No. 3 Cold Strip

For the Union:

Cecil Clifton, International Representative  
Al Garza, Secretary, Grievance Committee  
James Tharp, Grievance Man

STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana, on August 17, 1961.

THE ISSUE

The grievance reads:

"The aggrieved employee, C. Whitworth, #25528, contends that he is an older man than John Kaniuk, #19966, and should have been promoted in the Electrical Sequence to Motor Inspector Helper ahead of John Kaniuk.

Aggrieved requests that Management conform to said provisions of the Collective Bargaining Agreement and he be promoted to the job and reimbursed all monies due him."

## DISCUSSION AND DECISION

On April 20, 1960, the Company promoted John Kaniuk to the Motor Inspector Helper vacancy in the Electrical Sequence. There can be no question that as the Company states in its Third Step reply the Personnel Records show that a junior employee, Mr. Kaniuk, does have an "extensive electrical background". He has had experience as a Wireman and as a Journeyman Electrician. The record shows that Mr. Whitworth, the older employee, has been serving temporarily as a Motor Inspector Helper since May of 1959. He filled 137 turns as temporary Motor Inspector Helper. Under the factor of experience the basis of rating is "six months experience essential". Considering 22 turns as constituting one month's work, the Grievant had the equivalent of six months' experience for full performance of the job. The Parties are in agreement that the determination that must be made with reference to the abilities of competing employees is in terms of the job and not with reference to ability to perform some higher rated job in the sequence. As this Arbitrator has stated previously, he concurs with Arbitrator Cornsweet's statement in Award No. 46 that "The agreement indicates that the approach of this type of grievance must be on an individual rather than on a general or blanket basis". The evidence in each particular case must be considered.

The evidence is that beginning in November of 1959, the Grievant took a Purdue-Inland course in Electrical Technology. This was an accelerated course. All of the testimony in the record is that he performed the actual work of a Motor Inspector Helper for 137 turns without any complaint by supervision.

In examining the job description of Motor Inspector Helper, it is noted that the primary function states:

"Assist Motor Inspectors to inspect, repair, replace and maintain electrical equipment."

It is noted also with reference to typical duties that he merely makes minor repairs and is required to understand and apply only the "basic principles of electricity". He reports "major trouble to Motor Inspector". Prior to April 20, 1960, when Mr. Kaniuk was changed to this job of Motor Inspector Helper, he had no actual experience on the job of Motor Inspector Helper although he had performed work on many higher rated jobs and had extensive knowledge of electricity.

This Arbitrator has carefully analyzed the Award of Arbitrator Cole in Arbitration No. 372. It is noted in that case that the principal issue related to written tests that were given by the Company. Arbitrator Cole found that the tests "were reasonably related to the

necessary qualifications of the job of the Motor Inspector Helper as set forth in the job description". The Company, in the instant case, has not demonstrated that the extensive electrical background of Mr. Kaniuk is "reasonably related to the necessary qualifications of the job of Motor Inspector Helper". Arbitrator Cole further states:

"Where Management's evaluation is questioned, it must be with regard to any differential in the abilities of two competing employees. Thus, while 'ability to perform the work' is all that is called for in Paragraph 131, when there are two applicants for the open job the relative abilities of the two must be compared.

This does not mean that an employee with greater length of service may be denied his seniority rights because a rival applicant could better perform some higher job in the sequence at some future time when such a job opportunity is presented. The abilities to be compared must be those to perform the work of the job now open. It is also true, as Arbitrator Cornsweet pointed out in Award 46, that the factor of relative ability is of less consequence in the lower-rated jobs." Nevertheless, in this Motor Inspector Helper job certain qualifications are called for by the job description, and Article VII, Section 1, requires that any employee who bids for such a job must reasonably be said to have these qualifications."

In analyzing all of the evidence in this record, the present Arbitrator concludes that Management actually gave consideration to the fact that Mr. Kaniuk had greater ability to perform higher jobs in the sequence at some future time. Considering the very simple type of electrical knowledge required by the job description for Motor Inspector Helper, the routine minor types of repair work required, and the largely assisting function contemplated, the Arbitrator must conclude that as of the date when the permanent vacancy occurred, Mr. Whitworth had more actual job experience and relatively equal ability for this specific job. As Arbitrator Cole stated:

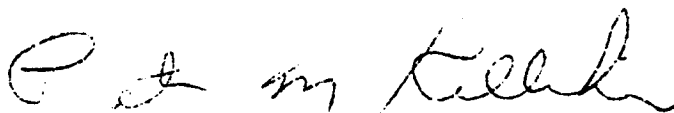
"However, even when used, the test is not the only evidence to be relied upon. The personnel records and actual job experience and training, are of equal or greater importance." (Emphasis added.)

There can be no question that Mr. Whitworth had greater actual job experience and specific training as a Motor Inspector Helper. The facts here considered are substantially different than those

described in the Bethlehem Steel case cited by the Company where the Repair Man job was a much higher job in the Electrical Sequence.

AWARD

The grievance is sustained.

A handwritten signature in cursive script, appearing to read "Peter M. Kelliher", written over a horizontal line.

Peter M. Kelliher

Dated at Chicago, Illinois

this 3 day of October 1961.