3-25-1966

United States Steel Corporation Heavy Products Operations Gary Steel Works and United Steelworkers of America Local Union 2695

Sylvester Garrett
Chairman

Peter Florey
Assistant to the Chairman

BOARD OF ARBITRATION

Case USS-5377-H

March 25, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
HEAVY PRODUCTS OPERATIONS
Gary Steel Works

and

Grievance No. HG-64S-25

UNITED STEELWORKERS OF AMERICA
Local Union No. 2695

Subject: Use of Tests to Determine Basic Ability

Statement of the Grievance: "We, the undersigned, on behalf of ourselves and all other employees concerned, request the company to abide by the seniority provisions of the Salaried Basic Labor Agreement, the Local Seniority Agreement, and the mutually agreed to promotional sequential agreement.

"Facts: 1. Although Management posted Job #9727, Steel Order Clerk, primary mills, turns, in accordance with the requirements of the basic labor agreement, management selected for promotion to Job 9727 employees, junior to us in length of continuous service.

"2. Management assigned said Junior Employees to Job #9727 unilaterally on the basis of a certain written aptitude test devised by Management, but not agreed to by the Union.

"3. Neither the Basic Agreement, nor the local seniority agreement nor the promotional sequential agreement contain express proscription for formal written aptitude tests as a basis for promotion, and the union at this time, questions the propriety of such tests in the instant case.

"4. Job #9727, as well as all other jobs in the promotional line in the production planning department have always been filled on the basis of seniority, with no exceptions, such as the use of aptitude tests."

This grievance was filed in the Second Step of the grievance procedure September 3, 1964.

Contract Provision Involved: Section 13 of the April 6, 1962 Salaried Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND Case USS-5377-H

Four employees in the Production Planning Department of Gary Steel Works grieve the promotion of junior employees to the job of Provider (Ingots) as violating Section 13 of the April 6, 1962 Salaried Agreement, as amended June 29, 1963. 1

The Union in this case requests that grievants be assigned to the disputed jobs and made whole for all loss of earnings, and also that the Company cease and desist from promoting employees on the basis of aptitude tests. 2

Since about 1962 demands for the services of the Production Planning Department have increased. Externally, the mill had to compete in a more sophisticated buyers' market; internally planning was required for the new 160-210" Plate Mill, and inventory control functions were transferred from the Operating Departments to Production Planning. Although the latter took over some of the highly skilled operating employees it still was short-handed and was criticized by Operations for falling down on the job. In part, the department tried to remedy the situation by double-manning some positions, and substantial additions to the work force were required. Supervision also found that poor performance could be traced to employees who had been promoted to jobs in Job Class 6 and higher without possessing the required arithmetic reasoning ability to fill these positions.[1] One of the jobs in this category is that of Provider (Ingots), which requires fairly rapid mathematical calculations and reasoning. 3

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1. The Company's testimony that a number of employees had requested demotions from such a job as being too taxing was undisputed by the Union.

For many years, tests have been used to ascertain basic arithmetic reasoning ability. One of them is the so-called Otis Arithmetic Reasoning Test. It has twenty questions, half of which are straight arithmetic, whole number type problems; the remaining ones are somewhat more difficult, some of them deal with fractions. This test was selected by Gary Steel Management to determine arithmetic reasoning ability of salaried employees bidding for promotions to jobs in Job Class 6 and higher, and first administered in March of 1964. The test sets 15 correct answers as the norm for adults; the Company, however, accepted 14 as sufficient. 4

In May of 1964, permanent vacancies in the salaried job of Provider (Ingots), Job Class 6, opened up. Twenty-two employees signed the job posting signature sheet. While in prior years individuals entering the department had normally worked several years on jobs at or below the Job Class 6 level before permanent vacancies developed on higher rated jobs to which they could be promoted, the situation changed drastically in the months preceding this grievance when employees with as little as two or three months service in the department advanced to jobs at the Job Class 6 or 7 level. The following five employees were assigned to the job: 5

Name	Clock No.	Unit Continuous Service
P. Brown	92-176	11-19-59
J. Colosimo	92-121	4- 1-63
B. Lytle	92-183	2-17-64
M. Yovanoff	92-142	2-23-64
J. Achterman	92-228	2-24-64

The following four employees filed grievances claiming that their seniority entitled them to the permanent vacancies: 6

Name	Clock No.	Unit Continuous Service
J. Zaviski	92-108	3-28-63
J. Ivanyo	92-530	9-11-63
J. Howell	90-327	2- 9-64
R. Coria	90-996	2- 9-64

At the time the promotions were made, grievants Howell and Coria had not taken the test;[2] grievants Zaviski and Ivanyo had taken the test and scored 13 and 12 respectively.[3] 7

The Union argues that, under the Basic Agreement, the Company cannot determine basic ability through testing. Taking grievant Ivanyo as a specific example, it stated that he had been compensated for performing certain aspects of the job of Steel Application Clerk, Job Class 7, for a short time prior to the job posting. Moreover, he had furthered his education by attending extension courses at the Calumet Campus of Purdue University in an Electrical Technological Program which requires "a knowledgeable amount of arithmetic or mathematics." These facts prove more conclusively than 8

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2. Howell took the test on July 24, 1964, and scored 13; Coria has refused to take the test.

3. Both employees were retested in July. Zaviski scored 14 and, subsequently, was promoted to a Job Class 7 job on September 6, 1964. Ivanyo received a score of 11 at the second testing.

tests, the Union argues, the basic ability of grievant Ivanyo to fill the job of Provider (Ingots) in Job Class 6. Failure to promote him on the basis of his service violated Section 13 of the Basic Agreement.

The Company relies on a number of Board Awards that testing can be used to establish the basic ability to perform a job as long as it is reasonably related to the requirements of the job. At the hearing, it made copies of the Otis Test available to the Union and to the Board for examination. In Company Exhibit 4 it outlined the arithmetic reasoning required in performance of a representative sample of the type of work of the disputed job. The Company argues that the questions of the Otis Test are reasonably related to the work reflected in that exhibit. 9

The Company stated that, within reasonable limits, it is willing to let employees take retests at their convenience in order to permit improvement in their arithmetic reasoning. Occasionally, it also has assigned employees to temporary vacancies even though they had not yet taken or passed the test. 10

The Company also has made efforts to evaluate the validity of test results. It asked Supervisors to assess, by job performance, the mathematical ability of employees who had passed the test. Their appraisal had a high degree of correlation with employees' test scores. 11

FINDINGS

In Case USC-1250, the Board found: 12

"The Union contends that use of a formal, written, aptitude test in circumstances such as these is improper because not expressly sanctioned either by the Basic Agreement or the Local Seniority Agreement. It is equally true, however, that neither Agreement contains express proscription of such tests, and the Board has recognized several times that Management's use of tests in order to determine whether applicants possess basic ability requisite for performance of a job does not in itself violate the Agreement. COL-36 (written 60-question Trade Knowledge Questionnaire used to screen applicants for journeyman craft jobs); N-240 (interview requiring applicant to read aloud in order to establish reading ability and diction, draw several sketches, interpret a blueprint, and discuss a form in order to determine basic ability for Apprentice Instructor-Bricklayer job); USC-853 (typing test to establish basic ability on job requiring substantial typing).

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"Since the Agreement imposes on the Company the initial responsibility to determine whether bidders possess requisite basic ability to perform the duties of the job, it would appear also to authorize Management's use of reasonable and normally

"acceptable techniques as aids in exercising that judgment. A written test is one such technique, as is consideration of education, past work performance, well-founded opinions of Supervisors, possible experience on this or similar equipment with other companies, and others that may be relevant in given circumstances.

"In the last analysis, therefore, the issue turns largely on the propriety of Management's use of this specific test in the precise circumstances of this case.

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"The evidence indicates also that the kind of reasoning ability required for performance of the job can be measured with reasonable accuracy by an aptitude test specifically designed to discover its presence and that similar reasoning ability is required in order to absorb the necessary preliminary instruction and to complete the EDPM aptitude test successfully.

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"Perhaps it should be observed that Management's determination of an employee's basic qualifications is of course subject to appropriate review through the grievance procedure and arbitration. Thus, although there is no specific limitation in

> "the Agreement as to the manner in which Management's determination of ability shall be made or the methods to be used, an employee who believes his seniority rights have been violated by use of a test such as this one may challenge before the Board both the propriety of the test and the manner of its administration. In such a case, therefore, the Board must decide whether the given test is a reasonable method of determining existence of the particular ability required by the job in question and whether it was fairly applied and administered in light of the circumstances."

Nothing need be added to this language in dismissing the Union's renewed objection to testing as such.

The fairness of application and administration of the Otis Test are not questioned in this case. Therefore, the only remaining question concerns the reasonableness of using the Otis Test under the circumstances to determine basic mathematical qualifications. This is not to say, however, that such tests may be controlling in determining relative ability once basic qualifications are established. 13

In this case, errors had occurred in Production Planning work and were traceable to lack of arithmetic reasoning ability of employees; Supervision had been criticized for it and had good reason to turn to testing as a means of selecting for the job openings only employees possessing the required mental skill. 14

The record shows that the Otis Arithmetic Reasoning Test is reasonably related to the requirements of the disputed job. Furthermore, the possibility of advancement 15

through promotion is not foreclosed since the Company permits retests.

It is entirely possible that an employee may perform mathematical calculations on other jobs under less demanding circumstances satisfactorily and still fail in the timed Otis Test. For employees who request promotion to the job of Provider (Ingots), the Otis Test provides a reasonable determination of their arithmetic reasoning ability under pressure, and its use under these circumstances cannot be considered a violation of Section 13 of the Basic Salaried Agreement. 16

AWARD

The grievance is denied. 17

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

Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration

Sylvester Garrett, Chairman