INLAND STEEL COMPANY	)	
	)	Grievance No. 13-F-30
and	)	Docket No. IH 220-215-9/30/57
	)	Arbitration No. 266
UNITED STEELWORKERS OF AMERICA	)	
Local Union No. 1010	)	Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
T. R. Tikalsky, Divisional Supervisor, Labor Relations
T. M. Davitt, General Foreman, Finishing End, 76" Mill
E. Mullen, Industrial Engineering
P. Buda, Industrial Engineering

For the Union:

Cecil Clifton, International Representative
Fred Gardner, Chairman, Wage Rate and Incentive Review
Joseph Wolanin, Acting Chairman, Grievance Committee
D. Lutes, Grievance Committeeman
H. Lopez, Assistant Grievance Committeeman

A 1st Hooker (Job Class 5) and two Hookers (Job Class 4) in the Crane Sequence (Shipping Unit; 76" Hot Strip Mill) request four hours pay of Hooker (Job Class 4) in the Plate Finishing Unit (76" Hot Strip Mill) for work performed on June 21, 1957.

There are four cranes in the department, one of which (No. 4) services the Plate Finishing Unit. The hooking on No. 4 is normally done by a Plate Shear Hooker (Job Class 4) and a Hooker Helper (Job Class 3). The occupation of Plate Shear Hooker is covered by an established incentive plan under which the average earnings are represented to be $2.748 an hour. The Hooker Helper occupation is not covered by an incentive plan.

The three other cranes (Shipping) are serviced by one 1st Hooker and two Hookers on each shift. Both of these jobs are covered by incentive plans, the average earnings of the 1st Hooker being $2.257 per hour and those of the Hooker being $2.187 per hour.

On June 21, 1957, as occasionally occurs, the No. 4 crane was moved to another part of the Mill for other purposes. The No. 3 (Shipping) crane, with its crew of three, the grievants here, was moved over and assigned to the Plate Finishing Unit to perform the work normally done by the No. 4 crane and its hooking crew. The hooking crew of the No. 4 crane was retained for the performance of their regular work, however, and they did not follow the No. 4 crane in its removal from the area. Thus, the hooking function for the No. 3 crane in the Plate Finishing Unit was performed by the regular Plate Shear Hooker and Hooker Helper at that location plus the three men normally in the crew of the No. 3 crane when it is used in Shipping.

Briefly stated, the Union claims that the occupations 1st Hooker and Hooker (Shipping) are distinct from Plate Shear Hooker (Plate Finishing); that the jobs are described differently, classified and evaluated differently, have different incentive plans and yield different earnings. It claims that the three Shipping Hookers, for the four hours they worked at the Plate Finishing hooking, are entitled to the earnings of Plate Shear Hooker and that the failure of the Company to so compensate them constitutes a violation of Article VI, Section 3 (Marginal Paragraph 118) which reads:

> "Section 3. An employee directed by the Company to take a job in an occupation paying a higher rate or rates than the rate of the occupation for which he was scheduled or notified to report shall be paid the rate or rates of the occupation assigned for the hours so worked. Where an employee scheduled or notified to report for an occupation is directed by the Company either at the start or during a turn to take for all or a part of that turn a job in an occupation paying less than the rate or rates of the occupation upon which he was scheduled or notified to report, he shall receive the rate or rates of the occupation on which he was scheduled or notified to report while performing such lower rated work, except where such employee would have otherwise been demoted or laid off from the job for which he was scheduled or notified to report, in which cases the employee shall receive the rate or rates of the occupation assigned, subject, however, to the provisions of Sections 5 and 6 of this Article VI."

The Company, in effect, acknowledges the separateness of the occupations, job descriptions, classifications and incentive plans but urges that the work performed by the grievants is well within the description of their primary functions as set forth on their job descriptions and that they performed no work in the Plate Finishing Unit which they were not obliged to perform in the Shipping Unit. Further, it asserts that the incentive plan for the Shipping Unit of which they were a part is based in part on the production of the Plate Shear Line (among others); that in hooking for the Plate Shear Line they were "enhancing" the tonnage pool of the Material Handling incentive pool from which their own incentive earnings are drawn; and that to grant them incentive pay under both plans would constitute an improper pyramiding of earnings which would also constitute an unfair discrimination against others in the Shipping Unit who look to the same pool for incentive earnings.

The record has impressive gaps as to what actually took place when the three Shipping Hookers were assigned to the Plate Finishing Unit and what work was performed by each of the men on the crew. Although it is clear that there were four described and classified occupations represented in the performance of the work of the usual crew of two men in two such occupations, and although repeated efforts were made to elicit it, no factual data was produced as to who did what and for how long in the Plate Finishing Unit. The Company had no witness who could testify of his knowledge whether the Shipping Hookers did the work of the Plate Shear Hooker or the Helper. So far as the Company's case appeared, the men in the four occupations worked as an undifferentiated gang, presumably led by the regular Plate Shear Hooker.

The Union, on the other hand, although requesting Plate Shear Hooker's earnings offered no persuasive testimony that the Shipping Hookers were doing the Plate Shear Hooker's work as distinguished from the Hooker Helper's work. The 1st Hooker (Shipping) who testified, indicated that the underlying basis for the dissatisfaction of the three grievants was that they were doing all the work while the regular Plate Finishing Unit Hookers who received higher earnings than they did were standing by and not working. He did not testify what, if anything, the Hooker Helper was doing. If the testimony of this grievant be taken at its face value it points up the importance of knowing precisely what jobs or occupations the five Hookers worked in during the four hours in question. If the Plate Finishing Hookers did not work, as represented, who, then, of the three Shipping Hookers acted as Hooker Helper, a regular occupation in the Unit? Or did all three of them perform as Hooker Helper? The record, unfortunately, provides no basis for answers to these questions.

The record does, however, compel the conclusion that the three Shipping Hookers were assigned to work in another occupation or occupations. The Company is not in error when it points out that the primary functions of the Shipping Hookers as delineated in their job descriptions comprehends hooking activities to which they were assigned in the Plate Finishing Unit. But this argues too much. The statement of the primary duty of an occupation may well overlap with that of another occupation; yet the occupations may be distinct and differently described as to work procedure, classification and compensation. The parties here, in a variety of ways, have indicated as clearly as it can be done that the Shipping Hooker occupations are separate and distinct from the Plate Finishing Unit Hooker occupations and they have treated them separately and differently insofar as compensation is concerned. The circumstance that the Shipping Hooker primary function covers tasks also performed elsewhere does not affect or alter the case. The statement of primary function of necessity must be expressed in broad and general terms. It would be unfortunate if the necessary breadth of the general language should have the consequence of obliterating the separateness of occupations which the parties in other respects intended and made clear. Indeed, in other cases, the Company has argued persuasively that the job description is not intended to be a comprehensive and exhaustive listing of work procedures and that the job classification system would be undermined by a too literal and technical reading of its contents. The Union, in other cases, has argued with equal persuasiveness, contrary to the position it has taken here, that the job description of an occupation should be closely and literally read and should not paint the picture of the occupation in broad strokes but should set forth in unmistakable and precise detail whatever it is that an incumbent of an occupation has a duty to perform.

The purpose of the job description in the job classification system established by the Wage Rate Inequity Agreement is unfulfilled and will be perverted when viewed from either end of a telescope. Its office is not to list in minute detail every conceivable duty attaching to the occupation, even though it is important to sketch out the principal work duties and procedures in order that the occupation be clearly identified; neither is it designed to be so broad and comprehensive in its scope that in communicating a general sense of the range of responsibilities attaching to an occupation it lacks particularity to such a degree as not to serve the purpose of identification. There is a position between these two extreme positions which, if it cannot be satisfactorily expressed in a phrase, will be recognized by parties dealing with each other reasonably and in an atmosphere of moderation.

Accordingly I reach the conclusion that the Shipping Hookers here were assigned to and performed work out of the regular occupation for which they were "scheduled or notified to report" (Article VI, Section 3). However, there is no factual basis provided upon which I can make findings in this case, which would support the particular relief requested. I am unable to find, on the facts presented, for example, which, if any, of the Shipping Hookers performed the work of the Plate Shear Hooker who is compensated under an incentive plan nor which, of them, if any, performed the work of his helper who is not so compensated and who receives earnings at a lower level.

Under the circumstance that the grievant's "right" has been established and there is only lacking adequate facts on which findings might be made which are necessary for the ascertainment of the relief to be granted, jurisdiction is being retained. The Union shall have an opportunity to develop those facts by rescheduling this appeal which, if this should be done, would be heard in preferred order. A final award will, therefore, await the results of a further hearing, if requested, or, if no such hearing should be requested, on notice thereof, the award will be issued without delay.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: June 30, 1958