

December 19, 1942

Mr. F. M. Gillies, General Superintendent
Inland Steel Company
East Chicago, Indiana

Mr. Herb Lieberum, Sub-District Director
United Steelworkers of America
East Chicago, Indiana

Gentlemen:

Regarding the case of Mr. M. G. Johnson, an employee of the Inland Steel Company, versus the Inland Steel Company, which you gentlemen agreed to have the writer arbitrate.

After listening to the testimony in Mr. Gillies' office and going over the brief which I received December 16th, I find the evidence to reveal that Mr. Johnson was a motor inspector employed in a combination job in the Yard Department and Machine Shop of the Inland Steel Company before the dispute arose, and that he was promoted to a position in the Locomotive Department of the company where he serviced Diesel locomotives; that at the time he received this promotion he was advised by his immediate foreman that he would not suffer a loss in money by taking the new job.

After working on the job for thirty days he found that he was losing approximately \$9.61 per month while working there. He advised the foreman that his earnings had been reduced by approximately \$9.61 per month through making the change and asked that something be done about it. The foreman advised him that it hadn't occurred to him that the new job paid less money but stated that he would take it up with his superiors to see what could be done.

A week later the foreman advised Mr. Johnson that he had taken the complaint up with his superior, either Mr. Schollossberg or Mr. Perry, and they requested the foreman to have Mr. Johnson write a letter telling them of the incident and the amount of money lost. Mr. Johnson wrote this letter and gave it to the foreman, who in turn handed it to his superior. The superior advised the foreman, namely, Mr. Smythe, that they didn't think Mr. Johnson had anything coming, but the foreman did not advise Mr. Johnson of their findings.

The company's representative admit that Mr. Johnson's monthly income on his new job was approximately \$9.61 less than it had been on his previous job but there is no evidence to show that the company did anything about it, either to advise Mr. Johnson that he was, or was not, entitled to the \$9.61.

It is understood that the difference in earnings was brought about by the difference in the bonuses between the one department and the other; that the basic rates on the two jobs were similar.

Mr. Noch and Mr. Lieberum claim that Mr. Johnson continued to take his grievance up with his foreman from time to time during the period of a year and still there was no definite decision communicated to him.

It has been pointed out that Mr. Johnson was a man of over-average intelligence and also that at the time the grievance first occurred he was not a member of the union. It was also brought out that the Inland Steel Company had a policy whereby they would deal with individual or representatives of individuals or any union, as the case might be, and it does appear from the evidence that Mr. Johnson had depended on the company's representative doing something about his grievance which he had handled with him as an individual.

Mr. Gillies claims that inasmuch as there was a method provided, prior to a written agreement with the union, for employees to take up their grievances with their immediate superior officer and if not handled by him in a reasonable length of time, the grievance could have been taken up with the General Superintendent, which Mr. Johnson did not do, and inasmuch as he did not avail himself of the provisions set forth by the company, that he was not entitled to any consideration.

In summing up, we find that Mr. Johnson had been transferred from one job to another which he was advised would pay him the same income per month; it is not denied by the company that he was told the job would pay the same income; that when he did not receive the same income he communicated his grievance to his immediate foreman, in writing, who took the matter up with his immediate superiors who decided that he had nothing coming, which decision was not communicated to him, as it should have been. He was at least entitled to a reply to his written complaint.

Regardless of the fact that Mr. Johnson let the matter ride along for a period of a year does not absolve the company from paying the shortage per month in Mr. Johnson's pay of approximately \$9.61 as revealed through the cost analysis made by the company.

It, therefore, becomes my duty as arbiter in this case to find that the Inland Steel Company owes Mr. Johnson \$9.61 per month for twelve months, which should be paid.

Yours very truly,

(Signed) T. A. Mathieson
Assistant to Vice President

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