

ABB No #6

DECISION OF THE ARBITRATOR

In the case of the Inland Steel Co. :
and the :
United Steel Workers of America, :
Local Union #1010 :
Grievance #1168 - Wage Adjustment :
of William Maihofer :

This grievance arose as follows: William Maihoffer was engaged as a motor inspector in the 36" Blooming Mill for which he received \$1.04 per hour. When the Company went on a 48 hour basis Maihoffer, being the youngest in seniority, did not have a full time position as motor inspector in the 36" Blooming Mill. The Company, therefore, assigned him three days in that position at \$1.04 per hour and three days in the 24" Bar Mill at an hourly compensation of 97½¢.

Maihoffer insisted that he was entitled to \$1.04 per hour for the Bar Mill, as well as the Blooming Mill, and cited Article 4, Section 5, of the Agreement as the basis for his claim. That section reads:

"Section 5. An employee working on a regular job ordinarily filled by someone else, shall be paid the rate of the job. An employee requested by Management to take a job paying less than the normal pay of the job on which he is regularly employed shall receive the rate which he receives when regularly employed."

The Company insisted that Article 4, Section 5, had no application in the present case. The Company pointed out

that Maihoffer had two regular assignments, one in the Blooming Mill and one in the Bar Mill; that when sufficient work was not available in the Blooming Mill, Maihoffer, according to seniority, had to be partially demoted and that he was assigned to three days in the Bar Mill as a result. The Company pointed out that if he were to receive \$1.04 per hour it would mean that he would receive a $6\frac{1}{2}\%$ an hour more than the other workers in the Bar Mill with whom he regularly worked.

The Issue depends entirely upon the interpretation of Article 4, Section 5. This section was intended to protect workers from loss of income ^{on} temporary assignments. When an employee is requested by management to take a job paying less than that in which he is regularly employed, he must receive the rate of his regular employment. In the present case Maihofer has two regular jobs, one in the Blooming Mill and in the Bar Mill. He works at each three days a week. He is not temporarily assigned to a job paying less, but the arrangement is a permanent one arising out of the decrease of the number of motor inspectors in the Blooming Mill. When Maihoffer was demoted partially from the Blooming Mill he had a right to choose such position as his seniority entitled him to, but so long as he is assigned to the Bar Mill for three days a week he is entitled to the hourly rate in that mill as a part of his regular assignment.

The Arbitrator holds that Article 4, Section 5 was not intended to cover a case similar to that of Maihoffer, but was rather for the purpose of protecting workers requested by the Management to take a job paying less than that of his regular job as a temporary expedient. No one would question that if Maihoffer had been demoted en-

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tirely from the motor inspector job in the Blooming Mill to the job in the Bar Mill he would have no recourse under this section. He was demoted partially to the Bar Mill and likewise has no proper claim that Section 5 of Article 4 requires that he be paid the rate of his original job.

John A. Lapp,
Arbitrator

Chicago, Illinois

November 11, 1943.