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United States Steel Corporation Columbia-Geneva Steel Division Geneva Works and United Steelworkers of America Local Union 2701

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BOARD OF ARBITRATION

Case G-169

April 17, 1964

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
COLUMBIA-GENEVA STEEL DIVISION
Geneva Works

and

Grievance No. MU-2-74-62

UNITED STEELWORKERS OF AMERICA
Local Union No. 2701.

Subject: Seniority; Distribution of Available Work.

Statement of the Grievance: "We, the undersigned, charge the company with violating Section 13-G of the April 6, 1962 Basic Agreement when the company reduced our work week to 32 hours, when there was no decrease of work, in our seniority unit.

"Therefore, we request that the 40 hour work week as defined in the agreement be resumed, and that we be paid all monies lost as a result of this action by the company."

This grievance was filed in the Second Step of the grievance procedure July 13, 1962.

Contract Provisions Involved: Section 13-G of the April 6, 1962 Basic Agreement, and Section A-1 of the June 9, 1949 Local Seniority Agreement.

Statement of the Award:

The grievance is sustained only as to those seniority units where institution of the 32-hour week resulted in using employees from other seniority units, and only to the extent that such "foreign" employees thereby performed work which grievants otherwise would have performed. In any such unit, grievants who were regular incumbents are entitled to be made whole for loss of earnings to the extent such loss was suffered as a result of using employees from other seniority units in order to fill positions resulting from reduction to a 32-hour week basis. The parties locally should review available records to identify those grievants who are entitled to be made whole and to determine the extent of their lost earnings. Such remedial action should not extend to periods earlier than 30 days before filing of the grievance.

BACKGROUND

Case G-169

This grievance claims violation of Section 13-G of the April 6, 1962 Agreement when Management reduced the workweek to a 32-hour basis in the Utilities Department of Geneva Works during May, June, and July of 1962.

Employees in the Utilities Department were placed on the 32-hour per week basis on May 6, 1962, and this grievance ultimately was filed July 13, 1962, asserting that Management was not entitled to reduce the workweek to 32 hours, and provide work for other employees since there had been no decrease in work in the grievants' seniority units. The Company notes that the grievance was untimely as to the original reduction of the workweek under the Local Seniority Agreement, which requires that a claim be filed within 30 days. It also stresses that under Section 7-G-1-b of the Basic Agreement, the Board cannot award retroactive relief in a seniority case for more than 30 days prior to the date of filing the grievance.

The Union stresses that on May 6, 1962 there was no actual reduction of work in certain of the seniority units as defined in the Local Seniority Agreement. Thus, one effect of the 32-hour per week schedule in such seniority units was to provide jobs for additional employees who had no continuous service rights in such units. During the week ending May 12, 1962, the Company actually had to recall about 20 employees from layoff status so as to fill all the jobs in the Utilities Department on the 32-hour per week schedule. Section 13-G refers to reducing hours of work in lieu of laying off employees, and the Union holds that Management cannot reduce the work schedule in a given unit so as to recall employees laid off from other seniority units.

The Company denies that "foreign" employees were imported into the various seniority units. It argues that various labor pool jobs (which are not part of the promotional sequences in the Utilities Department) nonetheless are bottom jobs leading into the various seniority units. Thus it believes, apparently, that for present purposes all such jobs may be treated as though in a single seniority unit covering the whole Utilities Department.

FINDINGS

This case turns primarily upon the definition of "seniority unit" in Section A-1 of the June 9, 1949 Local Seniority Agreement. While the Company seems to suggest that the entire Utilities Department ought to be considered as one seniority unit for the purposes of Section 13-G, this is contrary to the specific definition of the term in the Local Seniority Agreement. Such an approach also finds no support in any clear practice over the years since negotiation of the Local Seniority Agreement. However practical such an approach might now seem to Geneva Management, it could only be embraced by appropriate modification of the Local Seniority Agreement.

On the other hand, it does not appear that the reduction of the workweek to 32 hours--in and of itself--entailed violation of Section 13-G as to all the seniority units here involved. Prior to May 6, 1962 there had been a substantial reduction of work throughout Geneva Works which had an effect upon work in the Utilities Department; there had been some layoffs and some reduction of hours in some of the seven defined seniority units in this Department. When Management undertook to distribute available work in the Utilities Department on a 32-hour per week basis rather than 40 hours, commencing May 6, 1962, it thus was acting within its discretion at least as to those seniority units where there previously had been (1) an appreciable reduction of work; (2) employees had been laid off; and (3) the 32-hour per week schedule resulted only in dividing available work among employees with seniority rights in that given seniority unit. Thus, there would be no basis in the evidence here to sustain the grievance as to any such seniority unit.

But it is equally clear that any such distribution of available work could be made only on the basis of circumstances which existed in respect to each of the given seniority units.

This is apparent on the face of Section 13-G, as has been recognized in numerous earlier cases. In those seniority units where there had been no prior reduction of work, and where no employees were on layoff, it was violative of the seniority rights of the regular incumbents in such seniority units to reduce their work-week to 32 hours so as to make work available for employees from other seniority units (laid off or otherwise displaced from their seniority units). The record does not include enough detail, however, to ascertain precisely the extent to which this occurred in some of the seniority units in the Utilities Department, so that the parties should determine to what extent employees in any such units suffered an actual loss of hours because employees from other units were given work which otherwise the grievants would have performed, in violation of Section 13-G.

AWARD

The grievance is sustained only as to those seniority units where institution of the 32-hour week resulted in using employees from other seniority units, and only to the extent that such "foreign" employees thereby performed work which grievants otherwise would have performed. In any such unit, grievants who were regular incumbents are entitled to be made whole for loss of earnings to the extent such loss was suffered as a result of using employees from other seniority units in order to fill positions resulting from reduction to a 32-hour week basis. The parties locally should review available records to identify those grievants who are entitled to be made whole and to determine the extent of their lost earnings. Such remedial action should not extend to periods earlier than 30 days before filing of the grievance.

BOARD OF ARBITRATION


Sylvester Garrett, Chairman