INLAND STEEL COMPANY )
)
and )
)
UNITED STEELWORKERS OF AMERICA )
Local Union 1010 )

Grievance No. 20-F-38
Appeal No. 65
Arbitration No. 371

Opinion and Award

Appearances:

For the Company:

William F. Price, Attorney
D. L. Arnold, Attorney
W. A. Dillon, Assistant Superintendent, Labor Relations Department
A. Anderson, Divisional Supervisor, Labor Relations Department
R. L. Smith, Superintendent, Wage and Salary Administration Department
Joseph Matusek, Assistant Superintendent, Mechanical Department
John Nedeff, General Foreman, Machine Shop
Jerry Jones, Supervisor, Industrial Engineering Department

For the Union:

Cecil Clifton, International Representative
Don Black, Chairman, Grievance Committee
James Balanoff, Grievance Committeeman
William Early, Witness

The question for consideration is whether hours spent by apprentices in related study at school are "hours worked" for pay purposes under the basic agreement. Specifically, the Union requests the overtime rate for apprentices for the four hours (5-9 p.m.) spent at school on three days in September, 1958, when they had already put in eight hours of work at the plant. The Union relies on Article VI, Section 2, which calls for the overtime rate of pay for hours worked beyond the stipulated maximums.

The Union argues that the provisions of Article VI, Section 2, are clear and unambiguous, and that consequently the Company may not be excused because it has violated these provisions over a period of years. It also asserts that apprentices are required to attend school as part of their program and are subject to discipline for failing to do so, and hence that hours spent at school are "hours worked" within the meaning of the cited contract provision.

The Company's answer is that for many years all apprentices, the Union and the Company have understood and acquiesced in the practice of not treating such hours at school as hours worked, that this practice has provided an established meaning which the Union should not be permitted to change through arbitration, and that literally such related study is not required, in the sense in which employees are normally required to perform directed work tasks.

There is no contradiction of the fact that apprentices have never been paid for such hours and that this has been so during the 16 years in which the Union has represented employees of Inland, and for years before then.

The question is whether time at school in the apprenticeship program are "hours worked" within the contemplation of Article VI, Section 2.

The Union's position must rest on a literal application of the overtime pay provisions buttressed by the factual assumption that the hours spent in classroom work under the apprenticeship program are "hours worked." The Union refers to the Carter case (Award 160) in which it says an apprentice was disciplined for failing to perform his related work in a satisfactory manner, as proof that apprentices are under Company direction at such times, and therefore must be said to be working.

So far as the collective bargaining agreement is concerned, there is no specific provision for pay for apprentices for hours spent in related study, work at school or at home, both of which are required under the apprenticeship program. Article VI, Section 2, provides for overtime pay and premium holiday pay, but nowhere speaks of apprentices. These contract provisions were drawn with the normal worker in mind. They speak of "hours worked in excess of eight (8) hours in a workday," or in excess of 40 in a payroll week, or on certain defined sixth or seventh days. In the context in which these expressions are used, it must certainly be agreed that at best they are vague and ambiguous as to any claim for pay by apprentices for the hours spent in the classroom or in other related study away from the shop.

This contract ambiguity has existed ever since there have been collective bargaining agreements at Inland. Yet, by and large, the parties seem to have known that no pay was due apprentices for time so spent. The formal apprenticeship program so states. The individual apprentice agreements so provide, and the East Chicago public school apprentice supervisor has so recommended (as far back as 1941). Apprentices are required to attend related classroom instruction four hours per week, but these hours are understood not to count toward the 8000 hours of shop training required for the machinist apprenticeship, for which they are paid. The hours specified for related technical instruction, in the program conducted by the public school system, are necessary for an apprentice to qualify for his journeyman certificate.

But this does not make them "hours worked" for the employer, in the sense in which this expression is used in Article VI, Section 2. The apprentice performs no service for the Company while in the classroom, -- he does neither production nor maintenance work of any kind on the Company's behalf. If he absents himself or does not do the related work satisfactorily, he may be found to be unqualified to proceed with the apprenticeship program, but this still does not constitute time so spent as hours worked.

Otherwise, the Company's alleged violation of its obligation to pay apprentices for such time, at both straight and overtime rates, would certainly have been rectified long since through the grievance procedure. Moreover, it would have been very simple for any aggrieved apprentice to have filed a complaint under the Fair Labor Standards Act. There is, however, a Wages and Hours Division regulation that time spent by an apprentice in his training which does not involve productive work or the performance of his regular duties may be excluded in the computation of hours worked, if there is an approved form of apprentice agreement which so provides.

The Carter case is not to the contrary. It was held there that certain provisions of the collective bargaining agreement are applicable to apprentices as employees, but not those relating to rates of pay. This must be taken to include the special pay provisions which specifically apply to apprentices, as set forth in the recognized apprenticeship program. I say "recognized" because it is so well known to all parties in interest and because it is repeatedly referred to in the *Mechanical and Maintenance* Agreement to which the Union and the Company are parties.

In the light of the history of the apprenticeship program at Inland, of the long and consistent practice of excluding related study of apprentices from hours worked, and of the absence in the collective bargaining agreement of any specific provision requiring pay for time spent in such study, it must be held that Article VI, Section 2, does not apply to such time.

AWARD

This grievance is denied.

Dated: November 7, 1960

/s/ David L. Cole

David L. Cole
Permanent Arbitrator