

3-15-1971

# United States Steel Corporation Clairton Works and United Steelworkers of America Local Union 1557

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BOARD OF ARBITRATION

Case No. USS-7857-H

March 15, 1971

ARBITRATION AWARD

United States Steel Corporation  
Clairton Works

and

Grievance No. HC-69-80

United Steelworkers of America  
Local Union No. 1557

Subject: Apprentice Assignments

Statement of the Grievance: "Company is in violation of current Labor Agreement."

Facts: "Company has as of May 1969, been scheduling and assigning apprentice to do top rated motor inspector work. This is in Unit #63."

Remedy Requested: "Cease using the motor inspector apprentice to fill these turns. Company to make whole any and all monies lost by employees effected."

Contract Provisions Involved: Sections 2-B and 9 of the Agreement of August 1, 1968.

Grievance Data

Grievance filed  
 Step 2 Meeting  
 Appealed to Step 3  
 Step 3 Meeting  
 Appealed to Step 4  
 Step 4 Meeting  
 Appealed to Arbitration  
 Case Heard  
 Transcript

Date

November 7, 1969  
 November 21, 1969  
 November 28, 1969  
 December 2, 1969  
 February 3, 1970  
 March 19, 1970  
 May 27, 1970  
 October 13, 1970  
 None

Statement of the Award:

The grievance is sustained. The Apprentices here involved are to be paid the difference between their Apprentice rate and the starting rate of Motor Inspector for the turns on which they were utilized to service assigned maintenance areas in the Rolling Department on and after November 7, 1969. No other monetary adjustment for individual grievants is appropriate or ordered.

BACKGROUND

This grievance from the Rolling Department protests the assignment of Motor Inspector Apprentices to cover assigned maintenance areas on regular turns. The grievance was signed by 21 Motor Inspectors and Motor Inspector Apprentices from Seniority Unit 63. 1

When the Motor Inspector classification was given craft status on January 1, 1966, there were eighteen or nineteen Motor Inspectors in the Rolling Department. There were no Electrical Repairmen or Helpers available from the old promotional sequence, but the complement of Journeymen was considered sufficient to meet the maintenance requirements in view of the then low production schedules. A Journeyman was scheduled for each of the five regular assigned maintenance areas - the Shipping Yard and the 14, 18, 21 and 22" mills, the remainder assigned to a "bull gang" handling mechanical and repair work on the day turn. 2

By late 1966 Management recognized that an Apprenticeship program was needed to train replacements for Motor Inspectors who would be terminating because of transfer, retirement, death, or other reason. The program, consisting of eight training periods in a span of about four years, provided classroom work for roughly fifteen percent of the time and field or on-the-job training for the balance of the time. In December 1966, four new employees were brought into the unit to commence Apprenticeship training. 3

In early 1968 the increase in Rolling Mill operations necessitated the assignment of Motor Inspectors overtime in order to meet the manning requirements. Concurrent with this development the unit lost six Journeymen through promotion, quit or retirement. Two more Apprentices were hired in January, 1968 and, because of the obvious need for more replacements, seven more were hired to start training in late 1968 or early 1969. In the meantime operations continued at such a high level as to require the Motor Inspectors to work considerable overtime in 1969. 4

In the first quarter of 1969 the original Apprentice contingent was in its fifth training period. By that time their classroom studies were nearly completed and their assignments consisted largely of training with the gang covering mechanical work on the day turn. It was at this point - late March or so - that Management decided to schedule them to assigned maintenance areas on regular operating turns. Since the Apprentices required electrical training on the mills Management believed that the prevailing situation offered the first good opportunity to provide it. That is, there were open turns to be covered and the Apprentices were far enough advanced to proceed to that phase of the training program.

It was thus that Apprentices were scheduled to cover assigned maintenance areas on regular operating turns. They were instructed to answer whistle calls in the mill and, to the extent possible, trouble-shoot any problem that might arise. They were told that if they needed help, either because of lack of knowledge or a two-man job was involved, they were to call a Motor Inspector from an adjacent assigned maintenance area or their Foreman. Basically, however, the Apprentice was expected to work alone in the area to which he was assigned (e.g., the 14" Mill) and handle whatever problem might arise to the best of his ability.

The 14" Mill is adjacent to the 21" Mill and the 18 and 22" Mills are adjacent to each other. Before March, 1969 a Journeyman Motor Inspector was assigned to each Mill on each operating turn. If a "two-man" job (e.g. changing an armature) arose in one Mill area the Motor Inspector there would call on the Motor Inspector assigned to the adjacent Mill for assistance. While "two-man" maintenance jobs might arise two or three times in one week, there were weeks when there were no such jobs. Thus, in general, each Motor Inspector remained in the Mill for which he had assigned maintenance responsibility. In the fifth assigned maintenance area - the Shipping Yard - the Motor Inspector worked alone.

When Management began to use Apprentices in assigned maintenance areas they scheduled one Motor Inspector and one Apprentice to work on adjacent Mills - for example, the Motor Inspector assigned to the 14" Mill area, the Apprentice to the adjacent 21" Mill area. And the same manning was arranged for

coverage of the 18 and 22" Mills. Except for several occasions when an Apprentice was scheduled "by mistake" to the Shipping Yard, the responsibility for that assigned maintenance area remained with a Journeyman Motor Inspector.

The new manning arrangements involving the use of Apprentices to cover assigned maintenance areas were followed without incident or formal complaint from Spring through early November of 1969. In that period Apprentices were so used on some 250 operating turns. One senior Apprentice who was utilized in that manner stated that he accepted the assignments and did his best to answer whistle calls and correct problems. He said the Operators would tell him what the trouble was and he would try whatever corrective steps he thought the problem required. He did not believe an Apprentice should have that responsibility but he did not want to "grieve against myself". The Apprentice and Journeymen testified that they complained to each other about the new arrangements, but nothing formal was done because they thought it was a temporary arrangement that would be discontinued shortly. However, when it became apparent that Apprentices would continue to be so used, the senior Apprentice and twenty other employees (Apprentices and Journeymen) filed the instant grievance on November 7, 1969.

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It is undisputed that no Motor Inspector was laid off after the Company instituted the protested scheduling and that most of them actually worked considerable overtime - from eight to sixteen hours a week - in 1969 and thereafter as operations continued at a high level. Neither is it disputed that some Apprentices were "doubled" to cover operating turns on overtime.

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The Union claims it gave the Company ample advance notice of the need to train additional Motor Inspectors both for replacement purposes and to meet the manning requirements of high level operations. It asserts that since Management's response was that its manning plans were "none of the Union's business" it was the Company's own fault that it found itself short of fully qualified craftsmen in early 1969. Its basic position is that Apprentices were used to cover assigned maintenance areas on regular operating turns not as a necessary or proper method of providing apprenticeship training but as a means of solving the Motor Inspector shortage.

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In support of its position the Union argues as follows: The use of Apprentices to cover assigned maintenance areas in the Rolling Department violated Section 2-B because maintenance in each of the five areas was always the responsibility of a Motor Inspector. Motor Inspectors worked alone in the Shipping Yard and in each of the four Mills, not as a "team" on Mills which were adjacent to each other. While they helped each other on "two-man" jobs when called specially for that purpose, they did not trouble-shoot except in their own area of responsibility and rarely even saw each other on a normal turn. Apprentices were not given specific training assignments in the Mill areas, but were expected to work alone and cover every maintenance requirement to the best of their ability. For the most part this meant proceeding alone in response to whistle calls and performing work for which they had not been trained and for which they were given no guidance or help unless they asked for it. In effect, they were held responsible for performing all of the maintenance requirements - the same as a Motor Inspector - in the area to which they were assigned. The use of Apprentices to replace Motor Inspectors on work assignments always performed by Motor Inspectors undermines the pay provisions of Section 9 of the Agreement. The improper payments constitute a continuing violation which should be remedied from the date of the grievance. The Union cited decisions of the Board of Arbitration in T-234, T-274, T-1020 and USS-6559-H in support of its position.

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The Company contends the grievance is untimely since it protests Apprentice assignments which had been made and accepted without any complaint for some seven months. In its view, the lack of early complaint was not due to any reluctance to grieve. Rather, it was simply that no one thought it improper to assign Apprentices to the mills for training purposes. Those who were so assigned were in their fifth or sixth training period. They had completed most of their class studies and had been given considerable on-the-job training on the mechanical phase of the Motor Inspector classification. They required training and experience on electrical work to become fully qualified for the craft, which could not be obtained by working with the bull gang on the day turn. Apprentices had not been assigned to the mills before, not because such training assignments were improper but because none had reached that stage in the program established after Motor Inspector was made a craft job. It happened also that

there were a number of extra turns to be filled because of the increased level of operations. Management claims it could have covered the extra turns with the regular force of Motor Inspectors in the Department or, if necessary, with the help of others borrowed from the Blast Furnace. In any event, the Company denies that the Apprentices were assigned to cover the full scope of the craft, noting that it was well known that they did not have that capability. Accordingly, it says, they were instructed to do only the work they knew how to do and to call for help from a Journeyman or their Supervisor if they encountered a problem they could not handle. It claims that Motor Inspectors always worked as a team in the sense that those assigned to adjacent mills always helped each other on two-man jobs or on special maintenance tasks. The Company states that it is well established that Apprentices may perform work of a useful nature in the course of their training and that there is no impropriety in having an Apprentice work alone to acquire experience on a job for which he is in training. The Company states that the pay provisions of Section 9 were not undermined, as the Union claims, because the Apprentices were paid the appropriate rates established pursuant to that Section of the Agreement. Finally, it says, the Journeymen Motor Inspectors were not harmed by the protested assignments since none of them was laid off and some or all of them were working considerable overtime in the entire period. The Company contends that its position is supported by Board decisions in T-97, A-174, USC-576, USS-6185-T and USS-5736-S.

#### FINDINGS

The Union could have grieved the Apprentice assignments here in issue before it did, but it is not clear that there was any substantial reason for earlier complaint. In the first place, the protested assignments started with only one or two men and with no indication that this was to be an aspect of an Apprenticeship training policy. In the second place, whether or not the propriety of the assignments was being questioned, there was reason to believe they were just an interim answer to a special and perhaps temporary manning problem. In these circumstances, the responsible course for the Union, and the one it took, was to delay until it could determine if it were faced with a minor and temporary problem or one of serious import to employees in Seniority Unit 63. The delay, of course, eliminated 14

whatever basis it may have had for remedy prior to the grievance. But it did not bar the Union from seeking a judgment, and remedy if appropriate, on its claim that Section 9 was being violated, on and after the date of the grievance. The grievance cannot therefore be dismissed as untimely.

The issue in this case cannot be answered simply by reference to general guides or principles respecting utilization of Apprentices. For example, it is not enough to note that Apprentices may perform useful work, that they may occasionally work alone, or that the scope and nature of their assignments may broaden as their skills increase in the later training stages. These are valid concepts, appropriate to an effective training program. But their application is limited to assignments made in the course and for the purpose of Apprenticeship training. They cannot be used to excuse or justify assignment of Apprentices to displace or replace Journeymen on assignments normally and regularly performed by Journeymen.

It is undoubtedly true that Apprentices who were scheduled to take over assigned maintenance areas on regular operating turns gained knowledge and experience helpful to full qualification for the craft. But it is difficult to conclude that this was the real or essential purpose of the assignments or, indeed, that the experience acquired was anything more than an incidental benefit derived from performing a required maintenance function which had before always been one of the prime responsibilities of the Journeyman Motor Inspector. The plain fact is that there was a shortage of fully qualified Motor Inspectors in the Rolling Department because the regular complement of 18 or 19 Journeymen had been reduced by about a third while at the same time operating turns were added to meet a high production level. The Motor Inspectors who were still available for assignment were already working a "very considerable" amount of overtime. While coverage of the turns might have been obtained by assigning even more overtime or by borrowing qualified help from other departments, the fact remains that the basic problem was a shortage of Journeymen. And more than anything else that was what led to the assignment of Apprentices to take over work which had always been performed by Journeymen.

Even though the Apprentices were in their fifth or sixth training period when first scheduled to cover assigned maintenance areas, they were not yet fully capable of performing every requirement of the job, particularly electrical maintenance. Yet they were given no special instructions as to what they were expected to learn on the mills, no regular guidance, nor, indeed, any help unless they called for it. There is no evidence that anyone spent any time - certainly no significant amount - showing them how to proceed on a problem or training project as such but a work schedule to service an assigned maintenance area. The evidence is that they proceeded pretty much on their own, providing service on a trial and error basis, with little if any more help than a Journeyman might receive in the same circumstances.

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It may be technically accurate to say that the Apprentices were not used to "displace" Journeymen since all of the Journeymen in the Department worked full schedules and considerable overtime turns. But it is clear that the Apprentices did "replace" Journeymen who were no longer available to service assigned maintenance areas on regular operating turns. The Apprentices thus performed a function which contractually was payable at the Motor Inspector rate.

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It should be clear that decision in this case rests on highly unusual facts involving a substitution of Apprentices for Motor Inspectors on assignments which were normal for Journeymen but not a normal incident of apprenticeship training. Given the particular situation, in which the Journeymen were heavily engaged in regular and overtime assignment, the appropriate remedy is payment of the Motor Inspector (starting) rate to the Apprentices who were assigned systematically and repetitively to fill the Journeymen positions. This is remedial action, of course, and should not be construed as a ruling that any of the Apprentices involved, when these incidents occurred, was fully qualified as an individual for assignment to the Motor Inspector starting rate.

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AWARD

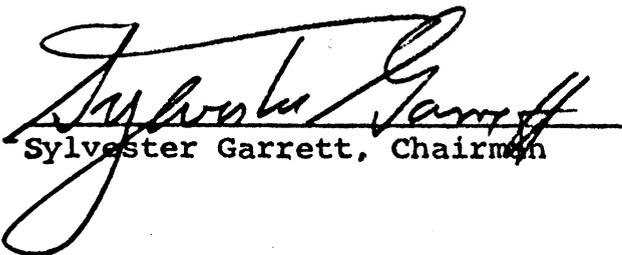
The grievance is sustained. The Apprentices here involved are to be paid the difference between their Apprentice rate and the starting rate of Motor Inspector for the turns on which they were utilized to service assigned maintenance areas in the Rolling Department on and after November 7, 1969. No other monetary adjustment for individual grievants is appropriate or ordered.

Findings and Award recommended  
by



David P. Miller, Arbitrator

This is a decision of the Board of Arbitration, recommended in accordance with Section 7-J of the Agreement.



Sylvester Garrett, Chairman