

BEFORE THE ARBITRATOR

In the Matter of the Arbitration :
of a Dispute Between :
 :
UNITED BROTHERHOOD OF CARPENTERS AND :
JOINERS OF AMERICA, LOCAL UNION 2832 : Case 34
 : No. 44827
and : A-4720
 :
EGGERS INDUSTRIES, INC. :
 :

Appearances:

Gillick, Murphy, Wicht & Prachthausen, Attorneys at Law, by Mr. George F. Graf, appearing on behalf of the Union.
Mr. Gary J. Milske, Personnel Manager, appearing on behalf of the Employer.

ARBITRATION AWARD

United Brotherhood of Carpenters and Joiners of America, Local Union 2832, hereinafter referred to as the Union, and Eggers Industries, Inc., hereinafter referred to as the Employer, are parties to a collective bargaining agreement which provides for the final and binding arbitration of disputes arising thereunder. The parties jointly requested that the Wisconsin Employment Relations Commission designate a member of its staff to act as the sole arbitrator to hear and decide a grievance over the meaning and application of the terms of the agreement. The undersigned was so designated. An issue of procedural arbitrability was decided by the undersigned in this matter on March 25, 1991, wherein the matter was held to be arbitrable on its merits. The hearing on the merits was held in Neenah, Wisconsin on April 4, 1991. The hearing was transcribed and the parties filed post-hearing briefs which were exchanged on May 9, 1991.

BACKGROUND

The Employer manufactures doors and door transoms. The Employer purchased two new abrasive sanders for its stripping operation and transferred the bulk of the work from its old abrasive planer to the new sanders which resulted in the elimination of the Abrasive Planer Operator job occupied by the grievant. The Employer created a new position of Reveneer Coordinator which was posted, signed for and awarded to the grievant. The job description for the Reveneer Coordinator reads as follows:

PRINCIPLE FUNCTIONS:

To write-up, sand, lay-up veneer and expedite reveeneers.

RESPONSIBILITIES:

1. To write-up reveeneers on reveeneer tickets.
2. To sand off veneer/banding on abrasive planer.
3. To lay-up veneer for reveeneers.
4. To expedite reveeneers through the repair process.
5. To expedite and sort mis-trimmed doors from third floor.
6. May be required to assist pressing reveeneers.
7. Moves reveeneer loads through the repair process as required.
8. Responsible for light maintenance such as oiling, cleaning, etc. Must be able to adjust abrasive planer. Will report machine malfunctions to his department manager.
9. Sweeps and performs general housekeeping duties where required.
10. May be required to work on other equally or lesser paid jobs in the mill but will be paid his regular hourly rate.
11. May be required to work in the yard area with advance notification if weather is inclement.

SKILLS-KNOWLEDGE-ABILITY:

1. Physically able to endure heavy lifting, good manual dexterity.
2. Understand inspection requirements.
3. Good vision.
4. Know veneer types.

5. Ability to read rules, micrometer and gauges.
6. Ability to comprehend and evaluate billing tickets and/or special instructions.

The duties of the Reveneer Coordinator are to go to various parts of the mill and pick up doors that need to be reveneered and to take them to the abrasive planer where the doors are run through the planer according to what is wrong with them. The normal amount of doors involved per day are 40-50 and the Coordinator lifts the doors or walks the doors which weigh 80-100 pounds onto a truck or skid so it can be moved from the area of collection to the abrasive planer. The Reveneer Coordinator operates the abrasive planer for about 1 1/2 hours a day. After the abrasive planer work is done, the Coordinator writes up a ticket to describe what is wrong with the door as well as the length and species of veneer and separates the tickets, keeping one, sending one to the veneer layup area and one stays with the door. Occasionally, the Coordinator has to lay up the veneer when the employe who normally does this is gone.

The Employer has a job evaluation plan for grading hourly rate jobs which was last revised in 1982 and has been in effect since then. The job evaluation plan utilizes point values assigned to the following eleven job factors:

Job Factor

Skill

1. Education
2. Experience
3. Integrity & Ingenuity

Effort

4. Physical Demand
5. Mental or Visual Demand

Responsibility

6. Equipment or Process
7. Material or Product
8. Safety of Others
9. Work of Others

Job Conditions

10. Working Conditions
11. Unavoidable Hazards

There are five possible degrees of difficulty on each factor to arrive at a total number of points to establish the job grade according to the following table:

<u>Score Range</u> <u>Class</u>	<u>Grade or Class</u>	<u>Score Range</u>	<u>Grade or</u>
Less than 180	General Labor	270-299	8
180-209	1	300-329	9
210-239	3	300 Plus	10
240-269	5		

The Employer's panel, consisting of Harold Reichwald, Vice President of Operations, James O'Brien, Plant Superintendent, and Michael Neuman, Department Manager in Detail and Patch, evaluated the Reveneer Coordinator position pursuant to the job evaluation plan and arrived at a total of 256 points, and in accordance with the above table, the job was assigned to Class 5. The Union grieved the job rating contending that the Employer's evaluation was in error and the position should be rated higher and the grievant be made whole. The Employer answered the grievance that the job was carefully evaluated and its evaluation as a Class 5 job was correct. The Union appealed the grievance to the instant arbitration.

ISSUE:

The parties stipulated to the following:

Was the position of Reveneer Coordinator properly evaluated?
If not, what is the appropriate remedy?

PERTINENT CONTRACTUAL PROVISIONS

ARTICLE TWO - MANAGEMENT CLAUSE

2.1 The management of the plant and direction of the working forces, including the right to hire, suspend or discharge for just cause; to assign jobs, to promote and/or transfer employees within the plant, to

increase and decrease the working force, to establish standards, to determine products to be handled, fabricated or manufactured, the schedules of production and the methods, processes and means of production or handling are vested exclusively in the Company.

UNION'S POSITION

The Union contends that the Employer underrated the Reveneer Coordinator position in five of the eleven Factors, namely 3, 4, 7, 9 and 11. The Union relies on the testimony of Cindy Vaughan, an employe of Morgan Products, a producer of doors, who does job evaluations for Morgan Products and observed the grievant perform his duties at the Employer's mill.

The Union argues that Factor 3., "Initiative and Ingenuity," for the Reveneer Coordinator deserved a higher rating than the 3rd degree which was the same given to the Abrasive Planer Operator position because the Abrasive Planer job was routine and repetitive, whereas the Coordinator had to make judgments and coordinate various facets of the job and to act as the expeditor. It asserts that the job fits in the 4th degree because of the necessity to have an understanding of the various operations and to perform basically without supervision.

With respect to Factor 4., "Physical Demand," the Union claims the job should be in degree 4 because of the amount of lifting and the effort required to push and pull large loads of doors as well as need to "walk" the doors. It contrasts the requirements of the Coordinator's physical efforts with those of the Abrasive Planer Operator where the main physical effort was to remove doors along with a helper and with the assistance of a lift mechanism. It insists that the Employer has tried to minimize the physical effort required on the basis that the physical effort is for relatively short periods of time, but the evaluation plan equates continuous lifting of up to 60 pounds with equivalent pushing and pulling so that a rating of 4th degree is required for the Reveneer Coordinator.

The Union disagrees with the Employer on Factor 7., "Responsibility for Material or Product," insisting that it should be degree 3 rather than degree 2 because the improper selection of veneer could involve not only loss of product but affect the jobs of several other people. It maintains that the Reveneer Coordinator should fall in the same degree as the Abrasive Planer Operator position because the grievant operates this machine at least 20% of the day and there is no basis for a reduction from degree 3 for the Abrasive Planer Operator to degree 2 for the Reveneer Coordinator.

The Union submits that as to Factor 9., "Responsibility for the Work of Others," the Employer's rating of degree 2 does not meet the requirements of the Employer's plan and instead should be at least a 3 and most likely a 4 as degree 4 involves a "coordinating" type position and is tailored for the Reveneer Coordinator position.

The last item on which there is disagreement is Factor 11., "Unavoidable Hazards." The Union insists that this should be set at degree 3 because of the working with sharp instruments such as hand routers and the operation of the abrasive planer for 1 1/2 hours a day. It notes that Abrasive Planer Operator was at degree 3 and there is no basis to reduce the position of Reveneer Coordinator to the 2nd degree.

The Union argues that the Employer tailored the ratings of the Reveneer Coordinator to slot it in the job class it wanted. It alleges that the Coordinator position requires greater mental and physical effort than the old Abrasive Planer Operator position and there is no basis to diminish the point values in the areas where the Employer has reduced the degree value. It contends that the evidence establishes that the Employer violated its own procedures and standards in the job evaluating rating for this position and asks that the job be placed in the proper Labor Grade, namely 8.

EMPLOYER'S POSITION

The Employer contends that the Reveneer Coordinator was properly evaluated. With respect to the five factors the Union claims have been improperly rated, the Employer offers the following:

The Employer rated "Initiative and Ingenuity" at the 3rd degree asserting that the job is routine. It points out that doors to be reveeneered are marked and set aside at various locations throughout the mill and the grievant simply gathers them and writes up reveeneer tickets from information on the top of the door or from a book. It insists that little resourcefulness, initiative or ingenuity is required and that specifications are available for everything he does. It maintains that the 4th degree does not fit the job because the 4th degree requires the ability to understand and plan a course of action with no specifications or layouts, which is not the case with this job.

With respect to "Physical Demand," the Employer claims that the amount of time lifting as well as the weight lifted must be taken into consideration. It submits that the grievant lifts an average of 36 doors a day for about 10% of

his time and the 3rd degree standard is the occasional lifting of over 60 pounds. It claims that the 4th degree requires frequent lifting of weight over 60 pounds and the lifting in this job does not meet the frequent requirement, so 3rd degree is proper.

The Employer argues that the factor, "Responsibility for Materials and Products" justifies the 2nd degree. It points out that the cost of veneer relied on by the Union is due to a misunderstanding and is not relevant. It notes that the grievant's job is to remove veneer that has already been damaged so that cost is not a factor. It takes the position that the grievant could ruin the core of the door if he took too much off the door but this would only result in one core being lost at a cost of \$25.00. It points out that when the grievant was the Abrasive Planer Operator, he ran up to 20 doors at one time and a mistake would cost \$250 to \$500. It maintains the 2nd degree rating is justified.

The Employer takes the position that the Union has misunderstood the factor, "Responsibility for the Work of Others," and based its rating on how the job affects the rest of the plant and other peoples' jobs. The Employer insists that this factor is a measure of "lead person" responsibilities and the Reveneer Coordinator works on his own for 6 or 7 hours a day, thereby warranting a 2nd degree rating. It notes that the Abrasive Planer Operator was rated at 4th degree because the operator had at least one and as many as three helpers for a full eight hour shift.

With respect to "Unavoidable Hazards," the Employer submits that the Union relied on three factors: 1) use of a hand router; 2) toxic material stored close to the sander; and 3) operation of the abrasive planer without guards and the cut off switch in the back. The Employer contends that use of the router is not a normal part of the job and the grievant's use of it is minimal. According to the Employer, the "toxic" material are barrels of glue resin which have been tested by OSHA and present no hazard to employees. The Employer contends that the lack of guards and the location of the cutoff switch comply with OSHA requirements because the doors are fed into the machine from the front where the operator is six feet away and the doors are taken off at the back where the operator is close to the machine and the cut-off switch. The Employer notes that the grievant operated the same machine for eight hours a day, whereas now, he operates it for one to two hours a day, and consequently, the 2nd degree rating is justified. The Employer notes that Union witness Vaughan was at its plant for only a short time and is not familiar enough with the operation to adequately evaluate the job, whereas, the Employer's committee of three very experienced, qualified individuals were familiar with the Reveneer Coordinator position and accurately and correctly used the job evaluation plan to arrive at the proper class rating and it seeks an award favorable to the Employer.

DISCUSSION

The parties are in agreement on six of the eleven job factors and disagree on the other five. Although the parties made comparisons with the Abrasive Planer Operator classification and the degrees assigned to various factors, the undersigned is not convinced that the Abrasive Planer Operator job has been properly evaluated given that since the evaluation of that position in 1970, additions have been made to the equipment such as a hydraulic lift and an air table. Also, the new equipment operator that now sands the doors is in Class 5. 1/ Therefore, I find it appropriate to evaluate the duties of the Reveneer Coordinator according to the Employer's evaluation plan to determine the appropriate degree for each disputed factor.

The Employer's plan 2/ for job rating Factor 3. states as follows:

3. INITIATIVE AND INGENUITY

Initiative and ingenuity relate to the job requirements for original conception, independent action and exercise of judgment. When evaluating this factor, consideration should be given to the following factors:

1. Ingenuity in the form of devising or developing method or procedure.
2. Resourcefulness in the form of capacity for analyzing work and adapting methods, equipment, etc.
3. Initiative in the form of ability to set the need for and to take independent action.
4. Judgment in the form of making decisions on matters when dealing with others.

1/ TR-36, 77, 104, 131.

2/ Ex-5.

The difference on this factor is whether it should be 3rd or 4th degree. The plan provides as follows:

3rd. Degree

Requires the ability, working from general instructions such as general use specifications and layouts, to understand and plan sequence of diversified operations. Requires working with only minimal supervision.

4th. Degree

Requires a high degree of ability to understand, plan course of action and perform work in the absence of general use specifications and layouts, without the aid of close supervision.

The Union's evaluation determined that the job should be rated 4th degree because the grievant had to have the ability to be an inspector to notice defects and to comprehend what is going on and how it should be handled as well as being able to read and understand the tickets and instructions as to how the doors are to be placed. 3/ Additionally, he had to know the types of veneer when patching. 4/ The record established that the grievant collected doors from various locations that had to be reveneered and these were taken to the abrasive planer and the problem veneer removed and then tickets made up from data on the top of the door or from books which the grievant has access to. 5/ The grievant occasionally lays up veneer. 6/ Given these duties, it is concluded that the job does not require a "high degree" of ability to understand and plan a course of action and perform work in the absence of general use specifications and layouts. Rather, the 3rd degree more accurately describes the job, and therefore, Factor 3. was properly assigned to the 3rd degree.

As to Factor 4., the plan provides as follows:

4. PHYSICAL DEMAND

Physical demand is measured by the amount of physical effort required.

When evaluating the physical demand present in any job it is first necessary to identify those elements of the work which produce physical strain or fatigue and the extent to which they are present.

In estimating the percent of time actually spent in lifting a given weight it must be borne in mind that in no case will it be found that an individual is under load 100 percent of the time. Such allowance would indicate an uncommon situation where an employee would be required to pick up a given weight at his starting time and carry it until quitting time. Statistics available on fatigue show that continuous effort varies in percent of time actually under load from approximately 50% for maximum loads to 80% for minimum loads. Therefore, unless justified by some extreme condition, percent of time under load should be confined to the range of 0 to 80%.

For the purpose of job evaluation the following breakdown of time for lifting or handling may be used, subject to modification if exceptional circumstances of pace, etc., prevail:

- Continuous - 50% or more of the time.
- Frequent - 10% - 50% of the time.
- Occasional - 2% - 10% of the time.
- Negligible - Up to 2% (Evaluate as 1st Degree).

. . .

3rd. Degree

- 3/ TR-53.
- 4/ Id.
- 5/ TR-10, 11, 89.
- 6/ TR-25.

- (a) Work that requires the continuous lifting of material weighing over 5 pounds and up to 25 pounds inclusive, or frequent lifting of material weighing over 25 pounds and up to 60 pounds inclusive or occasional lifting of material weighing over 60 pounds, or equivalent exertion pulling or pushing.
- (b) Work that involves frequent strain due to strenuous work position or work involving continuous use of arms raised in an unsupported position lifting or holding material weighing over 1 pound and up to 5 pounds inclusive.

4th. Degree

- (a) Work that requires the continuous lifting of material weighing over 25 pounds and up to 60 pounds inclusive, or frequent lifting of heavy material weighing over 60 pounds or equivalent exertion pulling or pushing.
- (b) Work that involves continuous strain due to strenuous work positions.

The evidence established that the job entails lifting from 40-50 doors a day that weigh 80 pounds or more and placing them on a cart or skid and then moving the doors from various parts of the mill to the Abrasive Planer. 7/ There would be lifting of the doors off the planer also. The undersigned finds that the evidence supports a 4th degree in that there is frequent (10% - 50% of the time) rather than occasional lifting of material over 60 pounds when equivalent exertion pulling and pushing is taken into consideration. Thus, Factor 4. should be assigned to the 4th degree.

The next disputed Factor is 7. and the Employer's plan provides as follows:

7. RESPONSIBILITY FOR MATERIAL OR PRODUCT

This factor relates to the responsibility of the employee to avoid waste or loss of raw material or product.

When considering this factor, Material or Product are defined as any items which are processed, fabricated, installed, transported, maintained, inspected or tested and do not refer to the tools, machines, etc. used in the performance of such work, since these are considered as Equipment.

The loss being evaluated under this factor is that due to waste or damage to material or product resulting from failures to exercise proper care and is confined to the amount of any one loss which could reasonably occur before detection. Any loss due to making repairs, replacing defective product in further steps of manufacture, retesting, or in handling should be included. Any loss on which salvage of parts or materials is possible should be reduced by the amount of the salvage values. In some cases failure to exercise proper care in the factory or repair shop may cause a loss in other Departments of the Company. While this may be difficult to evaluate it should nevertheless be considered, as this factor relates to overall loss to the Company.

In determining the probable loss, consideration should be given to subsequent assembly, and inspecting operations which would detect any defect.

. . .

2nd. Degree

Work in which the failure to exercise proper care could reasonably result in waste or damage of

material or product which would exceed \$25 but seldom \$250.00.

3rd. Degree

Work in which the failure to exercise proper care could reasonably result in waste or damage of material or product which would exceed \$250.00 but seldom \$500.00.

The evidence with respect to the value of the veneer was disputed but it does not seem particularly relevant because the job entails the removal of veneer that is damaged in the first place. 8/ The job occasionally entails the layup of veneer but not very often. 9/ The main risk would be damage to the door core by going too deep requiring replacement of the entire door which was estimated at \$40.00. 10/ The record failed to establish that damage would exceed \$250 but seldom \$500 and therefore the appropriate rating is 2nd degree where damage would exceed \$25 but seldom \$250. Thus, the 7th factor should be assigned to the 2nd degree.

The next Factor is 9. and the plan provides as follows:

9. RESPONSIBILITY FOR WORK OF OTHERS

This factor relates to the non-supervisory responsibility for instructing other employees, assigning work to them, coordinating their efforts, and maintaining the flow of work within a group.

. . .

2nd. Degree

Work that involves responsibility for instructing or directing the efforts of learners, helpers, or any designated co-workers. Close supervision is available by the department supervisor.

. . .

4th. Degree

Work that involves partial responsibility for maintaining the flow of work of a group of employees, including assigning work, setting up equipment, instructing and co-ordinating the efforts of the individual employees in the group. Minimal supervision is available by the department supervisor.

The record indicates that the job of Reveneer Coordinator involves working alone collecting doors and performing work on the abrasive planer. 11/ There was nothing in the record that the grievant assigned work to other employees or that he set up equipment for others or that he instructed or coordinated the efforts of individual employees. The job involved coordinating the product rather than the efforts of other employees. The job involved a helper for 1 1/2 to 2 hours while the abrasive planer was being used. It seems evident that the job does not meet the requirements of 4th degree and most appropriately falls within the 2nd degree because the job involves directing the helper for 1 1/2 hours to 2 hours a day.

With respect to job Factor 11., the Employer's plan provides as follows:

11. UNAVOIDABLE HAZARDS

This factor relates to the accident and health hazards to the employee of the job being evaluated. Hazards to other employees are covered under the factor "Responsibility for Safety of Others".

When evaluating the hazards present on a particular job it is necessary if a hazard is present to determine whether it has been safeguarded to an extent that is fool proof thereby eliminating the hazard, whether it has been safeguarded but the safety

8/ TR-25, 93.
9/ TR-25.
10/ TR-115.
11/ TR-11-12.

of the employee depends on the correct use of protective methods and therefore, some degree of hazard remains; whether the hazard is such that it cannot be safeguarded; and in all cases what the probable effect on the physical well-being of the employee will be.

If the job is such that the hazard involved is not present full time such condition should be taken into account when making the evaluation; e.g. a job on which there is a hazard present for two (2) hours a day and in the same degree of "unavoidable Hazards" as a job on which there is a hazard present eight (8) hours a day.

. . .

2nd. Degree

Work having minor health hazards such as minor skin diseases, or where probable accidents are limited to cuts, bruises, burns, abrasions, etc. of minor degree.

3rd. Degree

Involves exposure to lost-time accidents, such as broken bones, eye injuries, hernia, loss of fingers or of some exposure to occupational disease.

The Union's evaluator based her evaluation of hazards on the use of sharp implements, the operation of the abrasive sander and the presence of paints and resins. 12/ The Union asserted that the job involved working with sharp implements, a hand held router which could lead to loss of a finger or a severe cut. The job does involve the layup of veneer but not very often so any risk from a hand router is minimal. 13/ The job entails utilization of the Abrasive Planer for 1 1/2 - 2 hours a day and there is the lifting of doors and pushing and pulling the loads of doors which could result in a hernia. Again, these hazards are not present for the full eight hours. The Abrasive Planer is in operation only for 1 1/2 - 2 hours and the lifting is in the 10-50 percent of time - frequent category. Additionally, Vaughan's observation of the use of the abrasive planer did not fit with the normal operation. 14/ Factor 11. states that where the hazard is not present eight hours a day, the hazard should not be evaluated to the same degree as if it were present the full eight hours. Although the Union evaluator felt time was not critical, 15/ the plan required that time exposure be considered. The evidence failed to establish that the resins were toxic or a hazard. Inasmuch as the evidence failed to show any hazard associated with the barrels of resin and minimal use of hand routers as well as the operation of the Abrasive Planer for 1 1/2 to 2 hours a day and the lifting of 40-50 doors and their transport, the undersigned is not convinced by the evidence that the "unavoidable hazards" are present a full eight hours, and therefore, it must be concluded that the 3rd degree is not appropriate. The job is properly assigned the 2nd degree for Factor 11.

12/ TR-43-45.

13/ TR-25, 95, 112, 129.

14/ Compare TR-61 with TR-95, 113.

15/ TR-58.

In summary, the only factor that has been demonstrated to have been improperly evaluated is Factor 4., "Physical Demand," which should be placed in the 4th degree with a point value of 40 points, 10 more than that set by the Employer. 16/ The total points for the Revereer Coordinator would increase from 256 to 266, 17/ and that places the job in Class 5. 18/ Thus, although the Revereer Coordinator position was not properly evaluated, the total points indicate that it was assigned to the proper class.

Based on the above and foregoing, the record as a whole and the arguments of the parties, the undersigned makes and issues the following

AWARD

The grievance is denied.

Dated at Madison, Wisconsin this 12th day of June, 1991.

By _____
Lionel L. Crowley, Arbitrator

16/ Exs. 5, 6.

17/ Ex - 6.

18/ Ex - 5.