

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

UNITED PAPERWORKERS INTERNATIONAL
UNION, NORTHERN LOCAL NO. 213

and

JAMES RIVER CORPORATION

Case 3
No. 53372
A-5423

Appearances:

Mr. Michael Grones, International Representative, United Paperworkers International Union, AFL-CIO, CLC, N221 Woodstock Lane, Appleton, Wisconsin 54915, appearing on behalf of the Union.

Mr. Dennis Novicki, Manager, Employee Relations, James River Corporation, P. O. Box 23790, Green Bay, Wisconsin 54305-3790, appearing on behalf of the Company.

ARBITRATION AWARD

United Paperworkers International Union, Northern Local No. 213, hereafter the Union, and James River Corporation, hereafter the Company, are parties to a collective bargaining agreement. The Union, with the concurrence of the Company, requested the Wisconsin Employment Relations Commission to designate a member of its staff to act as arbitrator to hear and decide a job adjustment dispute. The undersigned was so designated. Hearing was held in Green Bay, Wisconsin, on March 4, 1996. The hearing was not transcribed and the record was closed on March 19, 1996.

ISSUE:

Is the appropriate rate for the Gala Service Utility classification \$15.03 as proposed by the Company, or \$15.28 as proposed by the Union?

RELEVANT CONTRACT PROVISION:

**ARTICLE XV
WAGES**

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b. Job Adjustment Method

If during the term of the agreement, the Company establishes a new job or significantly changes the duties of an existing job, a new job classification will be established and the Company will set a tentative rate. The tentative rate shall be in effect for 60 days. During this 60-day period, the Company will meet with the local Union for the purpose of negotiating a permanent rate. The local Union and the Company will make every effort to establish a rate that is appropriate for the prescribed duties of the job and which is consistent within the existing Wage Schedule applicable to the Mill. An agreed-upon permanent rate will be retroactive to the date the new or changed job was established.

If during the 60-day period referred to above, the Company and the local Union are unable to agree upon a permanent rate, the local Union may appeal the matter to the Union's International Representative and the Director of Human Resources for review. Such appeal must be in writing and clearly state the reasons for the disagreement regarding the rate of the job. Members of the Local Union Negotiating Committee and the International Representative will meet with the Director of Human Resources and representatives of the Company in an attempt to resolve the rate dispute. If the parties are unable to agree upon a rate for the new or changed job, the Union may appeal the matter to arbitration within 30 days of the Company's written answer by written notification to the Director of Human Resources. Any appeal to arbitration shall be made to the Wisconsin Employment Relations Commission who shall furnish both parties with a listing of seven (7) arbitrators. Each party will alternately strike three names from the panel. The remaining name shall then be designated as the arbitrator who shall have power to decide the issue. The arbitrator's power shall be limited to establishing a rate for the job, which rate shall be limited to either the last rate offer proposed by the Union or the last rate offer proposed by the Company in their discussions which took place in the step described above immediately preceding arbitration. The rate established by the arbitrator will be retroactive to the date the job was established. It is understood that the restrictions placed on the arbitrator under Article XXV - Arbitration as it applies to general wage adjustments is not applicable to individual job classification adjustments considered under this article.

Where a change in job duties results in a job being classified at a lower rate, employees currently working in the affected job classification shall be provided rate protection (red circle) until such time as the affected employee(s) vacates the job in question.

The above cited time limits may be extended by mutual consent.

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BACKGROUND:

The Gala Service Utility classification has been in existence for many years. In late 1993, the Company informed the Union of its intent to change the job duties of the Gala Service Utility classification. Pursuant to Article XV, Paragraph 40 (b), the Union and the Company met to discuss these changes. The parties were unable to agree upon a permanent rate and, thereafter, the matter was submitted to arbitration.

Under the terms of the labor contract, the arbitrator must select either the Union's offer of a twenty-five cents per hour rate adjustment, or the Company's offer to continue the existing rate of the Gala Service Utility classification. At the time that the parties submitted their offers, the existing rate was \$15.03.

POSITIONS OF THE PARTIES:

Union

In 1984, the Company and the Union negotiated the "job adjustment" language in Article XV - Paragraph 40 (b) to replace the "job evaluation" program. As Union President LeCloux testified, the intent of the Union was to do away with the "job evaluation" program. To permit the Company to continue to use the "job evaluation" program, as if it had not been negotiated away, would be inappropriate. Under the current "job adjustment" program, the parties need to review changes and make a good faith determination as to whether or not there has been a "significant" change in the duties of an existing job.

The Company document entitled "Training to Support Changes" clearly recognizes that the addition of the lift truck duties, by itself, is a "significant" change. Moreover, in the past, the Company has recognized that the addition of lift truck duties has been a "significant" change which warranted a rate adjustment.

The PVA tank cleaning, tote preparation, PVA testing procedures, and correct mixing of the PVA have specific written guidelines which must be followed by employees in the Gala Service Utility classification. The mill does not contain any mixing station which is similar to the Gala Service Utility ink mixing station. The mixing station includes added responsibilities for which the Gala Service Utility classification has not been compensated.

By adding the following responsibilities to the Gala Service Utility classification, i.e., operate lift truck, ink mixing station, ink and print plate inventories, and mixing and handling PVA, the Company has significantly changed the duties of an existing job. Accordingly, the arbitrator should accept the Union's proposal to increase the rate of the Gala Service Utility classification by \$.25.

Company

The addition of forklift duties has resulted in a rate adjustment only if the forklift duties increased the level of complexity of the job. Since the additional forklift duties are less complex than existing duties of the Gala Service Utility classification, a rate adjustment is not warranted.

Ink mixing has been a primary responsibility of the Gala Service Utility classification since the job was established. The construction of the current ink mixing station reduced some manual duties by providing a mechanical stirring capability and direct piping of water to the mixing containers, but did not significantly change the job duty of providing ink to the rewinders.

The ink and print plate inventory duties have not been assigned to the Gala Service Utility classification. While the Gala Service Utility classification is expected to go to the store room to obtain plates as needed, this responsibility does not involve a significant change in job duties.

The Gala Service Utility classification has always had the responsibility to mix various fluids for the towel rewinders. PVA is a different base material, but there has not been a significant change in the underlying "mixing" duty.

The changes in the duties of the Gala Service Utility classification have not been significant within the meaning of Article XV, Paragraph 40 (b), of the labor agreement. There is no merit to the Union's request for a rate adjustment and the arbitrator should rule in favor of the Company.

DISCUSSION:

Article XV, Paragraph 39 (b), of the 1982-84 contract contained the following language:

b. The programs entitled "Job Evaluation Plan" and "Wage Incentive Plan" shall be considered a part of this Labor Agreement and shall remain in effect without change for the duration of this Agreement. Changes to these programs may be made by mutual agreement of the Company and the Unions.

When the parties bargained the successor contract, this language was deleted and replaced by the language in the current Article XV, Paragraph 40 (b). By this conduct, the parties have recognized that the "Job Evaluation Plan" used by the Company is not a mutually accepted job evaluation plan. Thus, the undersigned is not bound by any conclusion reached by the Company in its application of the "Job Evaluation Plan" to the classification in dispute. 1/

The Union argues that the duties of the Gala Service Utility classification have been significantly changed as a result of the addition of the following responsibilities: operate lift truck; ink mixing station; ink and plate inventories; and mixing and handling PVA; and, thus, the existing rate should be increased by twenty-five cents. The Company argues that the existing rate should be continued because there has not been a significant change in the duties of the Gala Service Utility classification.

Operation of Forklift

Article XV, Paragraph 40 (b), recognizes that the parties are to make every effort to establish a rate that is "appropriate for the prescribed duties of the job" and "consistent within the existing Wage Schedule applicable to the Mill." Accordingly, the "significance" of a change in duties must be evaluated within the context of the specific job duties and the Wage Schedule in effect at the time of the dispute. Given these parameters, the addition of forklift operation duties may be a "significant" change in one classification, but may not be a "significant" change in another classification.

The parties agree that the forklift operation duties are new to the Gala Service Utility classification. These forklift operation duties, which primarily involve transporting and/or positioning product and glue totes, were removed from the Utility Supply classification and added to the Gala Service Utility classification. 2/ The Utility Supply classification rate is less than the

1/ The contract, however, does not preclude the Company from relying upon the "Job Evaluation Plan" to establish a "tentative rate" or to argue that application of its "Job Evaluation Plan" has produced a rate which "is appropriate for the prescribed duties of the job" and "consistent within the existing Wage Schedule applicable to the Mill."

2/ Union Exhibit #3.

rate of the Gala Service Utility classification.

The forklift used by the Gala Service Utility classification is not unique, but rather is used throughout the Mill. Under the Wage Schedule bargained between the parties, classifications identified as Forklift Truck Operator have a rate which is less than the rate of the Gala Service Utility classification.

As the Union argues, the addition of forklift duties to other classifications has resulted in rate adjustments. It is not evident, however, that such an adjustment has been made to any classification with a rate which is equal to, or more than, the existing rate of the Gala Service Utility classification.

Since the parties have recognized that the forklift operation duties performed by the Gala Service Utility classification are appropriately compensated at a rate which is lower than the existing rate of the Gala Service Utility classification, the undersigned does not consider the addition of the forklift duties to have "significantly" changed the duties of the Gala Service Utility classification. Accordingly, the forklift operation duties do not warrant an increase in the existing rate of the Gala Service Utility classification.

Ink Mixing Station

The ink mixing station, which is unique, has been in existence and used by the Gala Service Utility classification since at least 1989. While Article XV, Paragraph 40 (b), addresses changes which have occurred "during the term of the agreement," the fact that both parties have given consideration to the ink mixing station duties persuades the undersigned that it is appropriate to give consideration to these duties. 3/

Prior to the construction of the ink mixing station, ink and water were mixed manually. As a result of the construction of the ink mixing station, ink and water are mixed mechanically. It

3/ While Union Exhibit #3 indicates that the Company did not consider the ink mixing station duties to be an "added" responsibility, Joint Exhibit #4(b), as well as the testimony of Dennis Novicki, the Company's Manager of Employee Relations, demonstrates that the Company has given consideration to the ink mixing station duties when determining its final offer.

is not evident that activating the mechanical agitator involves greater skill, effort or responsibility than activating other equipment used by the Gala Service Utility classification, such as pumps.

The undersigned does not consider the ink mixing station duties to have "significantly" changed the duties of the Gala Service Utility classification. Accordingly, the ink mixing station duties do not warrant an increase in the existing rate of the Gala Service Utility classification.

Ink and Print Plate Inventories

Initially, the Union was advised that the Gala Service Utility classification would have the new responsibility of maintaining ink and print plate inventories. At hearing, however, the parties agreed that ink plate inventory was no longer at issue because it would not be assigned to the Gala Service Utility classification.

The storeroom has the responsibility to purchase print plates and maintain the print plate inventories. The record demonstrates that the Gala Service Utility classification obtains print plates from the storeroom when the floor supply is depleted, but does not have any responsibility to maintain an inventory of these print plates.

The Gala Service Utility classification description has always recognized that the classification is required to perform "other miscellaneous duties related to the job" as instructed by supervision. Since the Gala Service Utility classification has always had the responsibility to install and maintain the print plates, the undersigned considers the duty of obtaining print plates from the storeroom to be a "miscellaneous duty related to the job."

The undersigned does not consider the new print plate duties to have "significantly" changed the duties of the Gala Service Utility classification. Accordingly, these new duties do not warrant an increase in the existing rate of the Gala Service Utility classification.

Mixing PVA 4/

The parties agree that the PVA duties are new to the Gala Service Utility classification. PVA (polyvinyl alcohol) is an adhesive used to bond two ply towel products. The PVA mixing duties of the Gala Service Utility classification primarily include activating the pump which dispenses a predetermined quantity of PVA to the mixing tank; activating the agitator which mixes the PVA in the tank; connecting and disconnecting hoses; opening and closing valves; and

4/ The "handling" of the PVA involves the use of the forklift. The impact of the addition of the forklift duties has been discussed above.

switching tanks; checking the viscosity of the PVA mix using a zahn cup; logging the viscosity; and keeping the tanks and the surrounding areas clean.

There is only one PVA blend in the towel area. The mixing instructions are standardized and detailed. If the Gala Service Utility classification does not follow these instructions, then there could be defects in the product and a loss of time resulting from the need to wash the rollers.

The PVA duties were removed from the Utility Supply classification and transferred to the Gala Service Utility classification. 5/ The Utility Supply classification rate is less than the existing Gala Service Utility classification rate.

5/ Union Exhibit #3.

The Gala Service Utility classification always has been responsible for mixing and checking the viscosity of ink for the towel rewinders. The Gala Service Utility classification also has been responsible for activating pumps, connecting and disconnecting equipment, and keeping equipment and the surrounding area clean. 6/

In summary, the parties have recognized that the PVA mixing duties performed by the Gala Service Utility classification are appropriately compensated at a rate which is lower than the existing rate of the Gala Service Utility classification. This fact, as well as the fact that the PVA mixing duties involve essentially the same functions as the ink mixing duties historically performed by the Gala Service Utility classification, persuades the undersigned that the addition of the PVA mixing duties has not "significantly" changed the duties of the Gala Service Utility classification. Accordingly, the PVA mixing duties do not warrant an increase in the existing rate of the Gala Service Utility classification.

Conclusion

The changes to the Gala Service Utility classification, at issue herein, are not "significant" within the meaning of Article XV, Paragraph 40 (b) because the existing rate is "appropriate for the prescribed duties of the job" and "consistent within the existing Wage Schedule applicable to the Mill." Accordingly, it is not appropriate for the arbitrator to adjust the rate of the Gala Service Utility classification.

Based upon the above and foregoing, and the record as a whole, the undersigned issues the following

AWARD

The final offer of the Company is selected.

Dated at Madison, Wisconsin, this 26th day of September, 1996.

By Coleen A. Burns /s/
Coleen A. Burns, Arbitrator

6/ Joint Exhibit #3.

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