

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

**LOCAL 7815, UNITED PAPERWORKERS
INTERNATIONAL UNION, AFL-CIO, CLC**

and

FWD CORPORATION

Case 65
No. 55142
A-5579

Appearances:

Mr. Donald O. Schaeuble, International Representative, United Paperworkers International Union, appearing on behalf of the Union.

Foley & Lardner, Attorneys at Law, by **Mr. George D. Cunningham**, appearing on behalf of the Company.

ARBITRATION AWARD

Local 7815, United Paperworkers International Union, AFL-CIO, CLC, herein the Union, requested the Wisconsin Employment Relations Commission to designate a member of its staff as an arbitrator to hear and to decide a dispute between the parties. FWD Corporation, herein the Company, concurred with said request and the undersigned was designated as the arbitrator. The parties stipulated to waive the contractual Arbitration Board and to have the undersigned be the sole arbitrator. Hearing was held in Clintonville, Wisconsin, on August 7, 1997. A stenographic transcript of the hearing was not made. The parties completed the filing of post-hearing briefs on September 11, 1997.

ISSUE

Did the Company violate the temporary transfer provisions of the contract when it assigned dash buildup work to an employe classified as a utility assembler-cab, job classification no. 1725, and did not fill out a temporary transfer form

moving the employe to job classification no. 2456?

BACKGROUND

The Company manufactures fire trucks. The work at issue herein involved the subassembly of switches and other components of the dashboard, which process the Company and the employees refer to as "buildup." In February of 1997, the Company was falling behind schedule on a large order of trucks for the City of New York. The Cab Department Supervisor, Bob Ellenson, reassigned some dash subassembly work from an electrician, who was classified as Wiring, Piper Truck Job #2456, to Harry Schmidt, who held the classification of Utility Assembler-Cab, Job #1725. The electrician continued to perform the wiring of the dash into the cab.

POSITIONS OF THE PARTIES

The Union argues that the Company violated the contract by not temporarily transferring an employe in the 1725 job when the employe was assigned to perform work which belongs to the 2456 job. During the negotiations which culminated in the current contract, the parties developed language which was intended both to allow the Company added flexibility in moving employes and in reassigning work and to develop a temporary transfer procedure. In the past, Ellenson has given temporary transfers to employes when they are transferred to the wire bench to do work belonging to job 2456.

The Company contends that the buildup work was properly assigned to the utility employe and was not a temporary transfer. The job description for the position of utility assembler-cab includes dash buildup work. There are no references to work stations or regular assignments in the contractual language. By design and definition, utility jobs are intended to handle multiple tasks, rather than being one machine/one task jobs. Further, the dashes worked on by Schmidt were changed, since they arrived at assembly with all the openings for switches and other components already cut out. Previously, the electrician/wiring employe would have to cut openings in the dash for the switches and other components. Since the dash buildup work was within the duties to which a 1725 could be assigned, a temporary transfer was not required.

RELEVANT CONTRACTUAL PROVISIONS

PROMOTIONS, DEMOTIONS AND TRANSFERS

. . .

(52) Employees in any department may be temporarily transferred to any other department out of line of seniority, but the transfer of any employee in this manner shall not exceed five (5) workdays during a 90-day period. . . .

(52) (a) Employees may be temporarily transferred within their department and job classification without regard to seniority, but the transfer of any employee

in this manner shall not exceed five (5) workdays during a 90-day period. . . .

(52) (b) Employees may be temporarily transferred within their department but to a different job classification without regard to seniority but the transfer of any employee in this manner shall not exceed 5 workdays during a 90-day period, .

(52) (c) Any time there is a transfer in accordance with paragraphs (52), (52)(a), or (52)(b), there shall be a temporary transfer form filled out with a copy provided to the union and a copy provided to the employee.

...

DISCUSSION

The job description for job 1725, the Utility Assembler-Cab, specifically lists among the job's duties the following phrase: "installation of all buildups and parts to include dashes..." The contested dash buildup work assigned to Schmidt falls within said language. Schmidt did not wire the dashes into the cab, as does the employe in job 2456. Therefore, the performance of the dash buildup work by Schmidt did not violate the contract. Neither was it necessary for the Company to complete a temporary transfer form moving Schmidt from job 1725 to job 2456 when he performed the dash buildup duties, since the work was within the scope of the job description for job 1725.

Neither party included in their brief a statement of the issues which they believed would be decided by the undersigned, as the undersigned requested at the hearing. Therefore, I am retaining jurisdiction of this case for thirty (30) calendar days during which time either party may submit a statement of the issues which it believed should have been decided by the arbitrator.

Based on the foregoing, the undersigned enters the following

AWARD

That the Company did not violate the contract by failing to complete a temporary transfer form when it assigned Schmidt to perform dash buildup work; that the work performed by Schmidt was within the duties which can be assigned to an employe in job 1725; and, that the undersigned will retain jurisdiction of the case for thirty (30) calendar days from the date of this award for the sole reason set forth above.

Dated at Madison, Wisconsin, this 3rd day of December, 1997.

Douglas V. Knudson /s/
Douglas V. Knudson, Arbitrator

DVK/mb

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