

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

GEORGIA PACIFIC CORPORATION, Green Bay Mill - East

and

**PAPER, ALLIED INDUSTRIAL, CHEMICAL AND ENERGY
WORKERS (P.A.C.E.), AFL-CIO, CLC,
Northern Local Number 7-0327 and Northern Local Number 7-0213**

Case 2
No. 59629
A-5909

Appearances:

Dennis Novicki, Labor Relations Manager, Georgia Pacific Corporation, P.O. Box 23790, Green Bay, WI 54305-3790, for the Employer.

Michael Grones, International Representative, Paper, Allied Industrial, Chemical and Energy Workers International Union (P.A.C.E.), AFL-CIO, CLC, W5569 Amy Avenue, Appleton, WI 54915.

ARBITRATION AWARD

Georgia Pacific Corporation, Green Bay Mill – East (hereinafter referred to as the Employer) and the Paper, Allied Industries, Chemical and Energy Workers International Union (P.A.C.E.), Northern Local 7-0327 and Northern Local 7-0213 (hereinafter referred to as Union) are covered by a collective bargaining agreement for a term running from May 1, 1999 to April 30, 2004, inclusive. That agreement provides for binding arbitration of grievances as therein defined that may arise between the parties. On January 31, 2001, the Union filed a request with the Wisconsin Employment Relations Commission for a panel of WERC commissioners/staff arbitrators from which the parties would select a person to act as sole arbitrator of the grievance that had arisen between the parties. On September 13, 2001, Commissioner A. Henry Hempe was selected by the parties from said panel to hear and decide said dispute. A hearing was conducted on November 7, 2001 at the Georgia-Pacific Conference Center in Green Bay, Wisconsin. No transcript of the hearing was prepared. Following the hearing, the parties waived filing of briefs, but in lieu thereof each offered oral final arguments. The record was closed on November 7, 2001.

STATEMENT OF THE ISSUE

Each party's understanding of the issue is identical to that of the other, but each describes the issue in slightly different words.

The Company generally describes the issue as whether the new lubrication duties assigned to the machine tenders justify a wage increase and if so, how much?

The Union describes the issue as whether the new lubrication duties assigned to the machine tenders call for a higher level of decisions and job knowledge and thus justify a reclassification for the machine tenders from a Level 1-1 of the Minor Maintenance/Maintenance Assist Criteria to a Level 2-1 of said MM/MA and a wage increase of \$0.26 per hour to the machine tenders' classified rate.

I state the issue as whether the additional lubrication responsibilities assigned to the machine tenders should result in a Level 1 or a Level 2 rating of the "Decisions and Job Knowledge" factor as it pertains to the machine tender positions.

The parties agreed:

1) In the event the arbitrator selects the "Level 1" option the remedy will consist of no wage adjustment.

2) In the event the arbitrator selects the "Level 2" option the remedy will be that the machine tender's wages be increased in the amount of 26 cents per hour, retroactive to the date the new lubrication duties were assigned.

3) The arbitrator has no authority to adopt any remedy other than one of the two foregoing alternative remedies; the remedy adopted by the arbitrator will automatically follow the arbitrator's decision as to whether the additional lubrication duties of the machine tender reflect "Level 1" "Decisions and Job Knowledge" job responsibilities or "Level 2" "Decisions and Job Knowledge" job responsibilities.

FACTS OF THE CASE

This dispute is over the Union's "rate adjustment" request for the **machine tenders** that work on papermaking machines #1, #5, #7, #8, and #9. The case arises from the Company's decision to eliminate the position of **mill oiler** and assign the lubricating responsibilities previously performed by the **mill oiler** classification area to the **machine tender** classification on each respective papermaking machine.

The issue is whether these new duties justify a wage rate adjustment. The Union has consistently asserted that a wage adjustment of an increase of 26 cents per hour is justified. With equal consistency, the Company has maintained that no wage adjustment is justified. These positions reflect both the initial and final respective positions proposed by each of the parties.

As required by the collective bargaining agreement between the parties, the Company and the Union met to discuss the Union's wage adjustment request. Following the meeting the Company announced "no adjustment was justified at this time." The Union appealed that decision to the next step in the process and the Company and Union again met on the matter. Each party adhered to its respective initial position, 1/ which resulted in the Union appealing the matter to arbitration.

1/ Joint Exhibit 7.

Under the provisions of the collective bargaining agreement between the parties, arbitral resolution of this dispute is governed by Article XV – Wages, subparagraph 40(b), entitled "Job Adjustment Method." The subsection includes a provision that limits the arbitrator's power ". . . to establishing a rate for the job, which rate shall be limited to either the last rate proposed by the Union or the last rate offer proposed by the Company in their discussions which took place in the step above immediately preceding arbitration." The article further directs that "(t)he rate established by the arbitrator will be retroactive to the date the job was established." 2/

2/ Joint Exhibit 1.

Applied to the instant matter, consistent with both the relevant contractual provisions and the agreement of the parties, in the event the arbitrator finds a wage adjustment is justified, the only adjustment the arbitrator is authorized to direct is the last offer of the Union (wage increase of \$0.26 per hour).

From the beginning, the Union has argued that its proposed wage increase was justified under the provisions of a mutually agreed job evaluation process entitled Minor Maintenance/Maintenance Assist (MM/MA) Criteria. 3/ The Company disagrees and asserts that the criteria of the MM/MA evaluation process support the Company's ultimate conclusion that no wage increase is justified. However, the parties are in agreement that the MM/MA Evaluation Process is the appropriate evaluation tool. 4/

3/ Joint Exhibit 3.

4/ Joint Exhibit 8, #1.

The MM/MA evaluation process consists of a “. . . a simple set of MM/MA criteria . . .” that were distributed to attendees at a “Joint Issues Meeting” in 1992. The purpose of the criteria is described on its title page as enabling the parties “. . . to quickly differentiate between a limited number of levels of minor maintenance activities so that we can establish monetary adjustments (if appropriate) for the various levels, implement the activities and related adjustments and begin to realize the benefits of the MM/MA arrangements.”

Under the MM/MA Criteria, what is termed “minor maintenance” has been divided into “Level 1” and “Level 2” for job assessment purposes. Each level consists of two factors: a) Decisions and Job Knowledge and b) Skill (Dexterity). The parties have agreed that for purposes of this arbitration the parties disagree only as to the “Decisions and Job Knowledge” factor and that should be the only factor considered. 5/ The parties have further stipulated that MM/MA duties of the same level are not cumulative and that only the highest level of MM/MA duties is recognized monetarily. 6/

5/ Joint Exhibit 8, #3, 4.

6/ Joint Exhibit 8, #5, 6.

The Level 1 “Decisions and Job Knowledge” factor reads as follows: 7/
REQUIRES A ‘GO-NO GO’ DECISION AND THE
KNOWLEDGE OF SIMPLE STANDARDIZED METHODS TO
RESOLVE SITUATION OR ACHIEVE DESIRED RESULT;

7/ Joint Exhibit 3, second page.

i.e., REPLACE BROKEN FEED ROLL DRIVE
BELT ON NAPKIN FOLDER.

CHANGE LARGE SHAFT ON CORE
MACHINE.

The Level 2 “Decisions and Job Knowledge” category reads as follows: 8/

8/ *Supra.*

Level 2:

REQUIRES THE ABILITY TO SELECT FROM AMONG
SEVERAL POSSIBLE ACTIONS AND THE KNOWLEDGE
OF COMPLEX STANDARDIZED METHODS OR MULTIPLE
STANDARDIZED METHODS THAT COULD BE USED TO
RESOLVE SITUATION OR ACHIEVE DESIRED RESULT;

i.e., RESPOND TO EMBOSSING DEFECT
RESULTING FROM LOW SPOT IN
EMBOSsing ROLL ON NAPKIN FOLDER:
- CONTINUE TO RUN.
- PEG ROLL.
- REPLACE EMBOSsing ROLL.

The parties define the term “Standardized Method” as follows: 9/

A method of accomplishing a task or achieving a desired result that has been
formalized and employees have been taught that in order to accomplish this task
or to achieve this result, when this happens, you do this, like this.

9/ *Joint Exhibit 4.*

The parties define the term “Simple Standardized Method” as follows: 10/

A standardized method that may involve a single or multiple steps to accomplish the task or achieve the desired result and the steps are performed in a generally linear sequence.

10/ Supra.

The parties define the term “Complex Standardized Method” as follows: 11/

A standardized method that involves a series of steps to accomplish the task or achieve the desired result and at various points in the process different sequences of steps are indicated depending on circumstances that exist at that point in that particular situation.

11/ Supra.

Finally, the parties stipulated that following the formal taking of testimony the arbitrator be provided a short, guided tour of the Green Bay East Mill, accompanied by both Union and Company representatives. 12/

12/ This was accomplished.

The Union presented testimony from Gary DeKeyser, a 24-year employee and President of Local 7-0327. DeKeyser is the “third hand” on No. 1 paper machine. Prior to that he served as the back tender on No. 1 machine and also has 14 months experience on No. 5 machine.

DeKeyser referred to p. 39 of the parties' collective bargaining agreement as he explained the worker organization on a paper machine. 13/ The "spare hand" is the entry level. In ascending order, other positions are the "fourth hand," the "third hand," the "back tender," the "machine tender," and the "paper mill specialist." Movement to higher paid positions on the machine is by seniority. (In DeKeyser's case he used seniority to bump down.)

13/ Joint Exhibit 1.

The Company runs four shifts. Thus, in the course of a day 4 machine tenders will have worked on a paper machine (as well as 4 of each of the other positions noted above).

DeKeyser has been the local President for 3 years and is involved in the wage adjustment process and discussions. He participated in both meetings that took place between the Union and the Company as the parties attempted to resolve this issue. DeKeyser indicated that the machine tenders felt they were entitled to a wage increase because the mill oiler positions had been eliminated and consequently the machine tenders now had lubrication responsibilities.

DeKeyser explained that a paper machine is a large and complex piece of equipment. 14/ He indicated that due to the complexity of the machine, performance of the lubrication responsibilities should be done by a worker that had attained at least a "back tender" position, and noted that back tenders are cross-trained as machine tenders so they can fill in as machine tenders when necessary.

14/ The Union submitted 4 drawings of a paper machine, drawn to scale, in support of this contention. (Union Exhibit 2)

The Union submitted an exhibit (Union Exhibit 1) that showed in substantial detail the points (fittings) that had to be greased on paper machines #1, #5, #7, #8, and #9, along with the quantity of grease to be used. Shifts are designated as B, C, D and Day. The lubrication assignments vary according to shift and appear to be quite detailed.

For instance, the sheet for machine #1, B-Shift, entitled "Drive Side Roll Greasing (back side) describes 13 machine parts, consisting of a total of 31 points, which had to be greased on a weekly basis. The sheet further explains the number of "shots" of grease from the power gun to be applied to each point. If a grease handgun is used instead of a power gun, the shots per point are to be multiplied by 3. A "shot" of grease is defined as .588 ounces. The lubricant is specified by name.

The C-shift sheet entitled "Operating Floor Greasing" for the same paper machine assigns 7-weekly and 12 monthly lubrication responsibilities for specified machine parts. As in the previous example, the number of points per part to be greased is designated.

The D-Shift sheet for machine #1 (entitled "Basement Greasing") and Day Shift sheet for the same machine (entitled "Oil Lubrication") are similarly organized, except that the Day Shift sheet is entitled "Oil Lubrication," the task is described as "Check oil" and appears to involve daily responsibilities (although the frequency for machine #9 is not specified).

The sheets for the other paper machines have similarly detailed lubrication assignments that also vary on a shift-to-shift basis.

DeKeyser explained that it is important to give the precise amount of lubrication that the sheet specifies. If too much grease is inserted, it will escape and substantially damage the paper the machine is making. Thus, according to DeKeyser, the machine tender must have a working knowledge of the paper machine.

DeKeyser also noted that if the machine tender finds or learns of a hot or flawed bearing, he has to make a decision as to whether more grease should be added or whether the machine should be shut down. He cited one case from the year before when a back tender who was greasing the bearings on a wire guide roll had to shut down the machine when he noticed that the wire had begun to run off.

Based on the potential shutdown decision the machine tender may have to make, in DeKeyser's opinion the machine tenders' current duties reflect the Level II responsibilities described in the "Decisions and Job Knowledge" factor in the MM/MA Criteria. Cross-examination elicited the acknowledgment that the machine tender had the duty to shut down the machine in emergencies prior to receiving lubrication responsibilities. Redirect examination revealed that prior to the elimination of the mill oiler position, if the oiler saw a problem he'd tell the machine tender to shut down the machine.

Michael Smiley, a mechanical engineer, testified for the Company. Smiley, who has been employed by the Company for 18-years, described his primary responsibilities as increasing the reliability and efficiency of the paper machines. In 1999 he became involved in a project to shift routine oiling duties to the machine tenders.

Smiley said he determined that machine lubrication had to be done on a regularly scheduled basis. Smiley further testified that each paper machine was divided into 4 specific areas. By shift, a specific machine tender was assigned to lubricate a specific area of the machine.

Smiley indicated that a machine tender would be familiar with the names and parts of the paper machines. He had established a weekly, repetitive lubrication schedule for the machine tenders to carry out. Smiley was explicit that the machine tenders do not have the discretion to decide whether or not to lubricate. Neither do the machine tenders have to make decisions as to what kind of lubrication to use nor how much to apply, Smiley added. He said that applying 6 or 7 shots of lubrication when only 5 are specified won't hurt the machine or operation. Smiley noted that the fittings to be lubricated are always the same, and the lubrication is always done in the same manner.

Smiley agreed that the machine tender could use a hand grease gun instead of a power (pneumatic) gun, but that if that option is exercised the shots specified for the pneumatic gun should be multiplied by 3, as specified in the written directions to the machine tenders.

Under cross-examination, Smiley said excess grease couldn't come out of some parts, like a breast roll. He conceded that grease could ooze out of a press roll, but added that even if a machine tender saw this after giving, say, only 5 shots instead of the required 25, the machine tender should still put in the additional 20. Smiley explained that the machine tender would be seeing only one-half of the bearing.

Smiley said the Company would expect the machine tender to shut down the machine if he viewed a hot or defective bearing. If the machine tender was uncomfortable making this decision, Smiley indicated he could ask his supervisor for guidance. However, Smiley emphasized that the machine tender had the same shutdown responsibilities before the routine lubrication duties were added. Smiley said machine tenders normally use their physical senses to determine if a bearing were flawed. Typically, he added, machine tenders do a visual inspection of the paper machine to which they are assigned on a daily basis, even in the basement.

The Company also introduced an interoffice memo dated September 21, 1992, that confirmed a 15 cent per hour increase to each of the paper machine workers from "spare hand" to "paper mill specialist", effective June 4, 1990. According to the memo, "(t)hese rates reflect a \$.15 increase due to additional responsibilities resulting from the application of Minor Maintenance Contract Language." 15/

POSITIONS OF THE PARTIES

Union

The Union describes the issue as centering on the “decisions and job knowledge” factor of the MM/MA Criteria. Put another way, the issue is whether the job should be rated a 1-1 or a 2-1. 16/

16/ “1-1” translates as Level 1 for both the “Decisions and Job Knowledge” factor and the “Skill (Dexterity)” factor. “2-1” translates as a Level II for the “Decisions and Job Knowledge” factor, and a Level 1 for “Skill (Dexterity)” factor.

The Union notes that the Company eliminated the position of mill oiler, and placed the previous responsibilities of the mill oiler on the machine tenders. These responsibilities, the Union argues, are not merely simple “go-no go” decisions. The Union points out that paper machines are million dollar machines. Maintenance responsibilities for the machine involve not just administering, say, 30 shots of lubricant, but administering those shots in the right place, the Union urges.

Lubrication responsibilities on these machines are not like greasing an automobile, the Union says, and points to Exhibit 2 (plans and diagrams of the machines) as demonstrative of the scope of the lubrication task. According to the Union, the Company decided these responsibilities were too much for only one person to handle, and so divided it among 4 machine tenders.

The Union contends that it is not fair for the Company to expect the machine tenders to perform these duties and responsibilities without additional compensation.

The Union characterizes its request as fair and reasonable. It notes that a Level 2 rating applies to converter machine operators and urges that a Level 2 designation for the “Job Knowledge and Decision” factor of the machine tender position should now be applied, as it was to the converter machine operators.

“They (machine tenders) have to listen, watch for flaws, and make a decision to shut down or not shut down or to call in Maintenance,” the Union argues. The Union reiterates its demand for a 2-1 evaluation of the machine tenders’ job, along with the increase in machine tender wages of 26 cents per hour.

Company

The Company believes the machine tenders positions should continue to be evaluated as Level I positions as to the “Job Knowledge and Decision” factor of the MM/MA criteria, notwithstanding the additional lubrication duties assigned to them.

The Company asserts that it has demonstrated through testimony and written instructions to the machine tenders that the lubrication duties are always done, that the lubrication equipment and equipment to be lubricated is always the same, the fittings to be lubricated are always the same, and the lubricant is always the same.

According to the Company, the lubrication responsibilities are simply repetitive duties performed according to a simple standardized method or merely a standardized method. These duties, says the Company, are the same each time they are performed and are not consistent with a Level 2 rating.

The Company argues that a Level 2 rating requires knowledge of a complex standardized method or multiple standardized methods that could be used to resolve the situation. But, concludes the Company, in the case of the lubricating duties, different steps are not called for.

RELEVANT CONTRACT PROVISIONS:

Article XV

40. 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 establish 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 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 Relations and representatives of the Company in an attempt to resolve the 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 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 immediately preceding the 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 duties results in a job being classified at a lower rate, employees currently working in the effected job classification shall be provided rate protection (red circle) until such time as the affected employee(s) vacate the job in question.

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

OTHER RELEVANT DOCUMENTS

Criteria and Levels of Minor Maintenance

Decisions and Job Knowledge:

Level 1:

REQUIRES A 'GO-NO GO' DECISION AND THE KNOWLEDGE OF SIMPLE STANDARDIZED METHODS TO RESOLVE SITUATION OR ACHIEVE DESIRED RESULT;

i.e., REPLACE BROKEN FEED ROLL DRIVE BELT ON NAPKIN FOLDER.

CHANGE LARGE SHAFT ON CORE MACHINE.

Level 2:

REQUIRES THE ABILITY TO SELECT FROM AMONG SEVERAL POSSIBLE ACTIONS AND THE KNOWLEDGE OF COMPLEX STANDARDIZED METHODS OR MULTIPLE STANDARDIZED METHODS THAT COULD BE USED TO RESOLVE SITUATION OR ACHIEVE DESIRED RESULT;

i.e., RESPOND TO EMBOSSING DEFECT RESULTING FROM LOW SPOT IN EMBOSSING ROLL ON NAPKIN FOLDER:

- CONTINUE TO RUN.
- PEG ROLL.
- REPLACE EMBOSSING ROLL.

RELEVANT DEFINITIONS

The parties define the term “**Standardized Method**” as follows:

A method of accomplishing a task or achieving a desired result that has been formalized and employees have been taught that in order to accomplish this task or to achieve this result, when this happens, you do this, like this.

The parties defines the term “**Simple Standardized Method**” as follows:

A standardized method that may involve a single or multiple steps to accomplish the task or achieve the desired result and the steps are performed in a generally linear sequence.

The parties define the term “**Complex Standardized Method**” as follows:

A standardized method that involves a series of steps to accomplish the task or achieve the desired result and at various points in the process different sequences of steps are indicated depending on circumstances that exist at that point in that particular situation.

OTHER RELEVANT STIPULATIONS

1. Stipulate that the 2 Factor, Two Level MM/MA Evaluation Process is the appropriate evaluation tool.
2. Stipulate that the appropriate monetary recognition for each factor combination is established.
3. Stipulate that the Job Knowledge/Decisions factor is the area of dispute.
Company feels that Level 1 is correct
Union feels that Level 2 is correct
4. Stipulate that the Skill – (Dexterity) factor level placement is not in dispute.
5. Stipulate that MM/MA duties of the same level are not cumulative.
(More Level 1-1 duties do not justify adjustment if the classification is already recognized at the 1-1 level.)
6. Stipulate that only the highest level of MM/MA duties are recognized monetarily.
(If a classification has both Level 1-1 MM/MA duties and Level 2-1 duties it is paid at the 2-1 level.)

DISCUSSION

The advocates for each party presented their respective arguments with skill and eloquence. The post-hearing plant tour conducted by the parties for my benefit was also helpful.

It is undisputed that the machine tenders have been given additional duties. Following the elimination of the mill oiler position, the lubrication responsibilities of that position were apportioned among the 4 machine tenders that are assigned to each paper machine – one for each shift. The Company has proposed no additional compensation; the Union has proposed an additional \$0.26 an hour.

The Union's view is that it isn't fair to expect the machine tenders to perform these additional duties without additional compensation, for the new duties elevate the MM/MA "Decisions and Job Knowledge" factor of the machine tender position to the Level 2 description. Noting the size, cost and complexity of the paper machines, themselves, the Union argues that their proper lubrication is not a simple, routine task, but necessarily reflects

the amplified responsibilities of Level 2. According to the Union, machine tender decisions that are made in the course of lubricating the million dollar machines are more than simple “go-no go” affairs: “they have to listen, watch for flaws, make a decision to shut down or not shut down and call in Maintenance.”

In response, the Company urges that the issue is not whether more duties were assigned to the machine tenders, but whether the new duties are of sufficient complexity as to cause the “Decisions and Job Knowledge” element of the machine tender positions to have risen to a Level 2. The Company argues that the machine tenders are required to exercise little if any judgment or discretion in carrying out lubrication responsibilities, and emphasizes the repetitive nature of the lubrication tasks..

Both parties correctly recognize that under the rules governing the resolution of this dispute, the MM/MA duties of the same level are not cumulative. 17/ Thus, to reach a Level 2 in the “Decisions and Job Knowledge” factor, it is the complexity of the tasks to be performed that is material, not whether the number of tasks to be performed has increased.

17/ Joint Exhibit 8, #5.

Based on the entire record herein, including the testimony and evidence adduced at hearing, the stipulations of the parties, and their collective bargaining agreement, I conclude that the new lubrication responsibilities of the machine tenders do not reflect Level 2 responsibilities of the “Decisions and Job Knowledge” factor set forth in the MM/MA. I reach that conclusion for several reasons.

I find the testimony of Michael Smiley credible and persuasive. Smiley, a mechanical engineer employed by the Company for 18 years, devised an apparently more efficient way to accomplish a weekly schedule of lubricating the paper machines. Simple in concept, it involved dividing the previous duties of the mill oiler into 4 parts and assigning each part to one of the 4 machine tenders assigned to each paper machine.

Smiley provided a written weekly lubrication schedule that takes place over the 4-day workweek of the machine tenders. The scheduled lubrication duties of the machine tenders are not discretionary. Neither are they required to select the kind of lubrication to be used or how much to apply. The fittings to be lubricated are always the same fittings; the required number of lubrication shots per fitting is always the same; the lubrication shots are always accomplished in the same manner. Clearly, the lubrication duties are repetitive.

The only apparent discretion a machine tender might exercise is whether to use a pneumatic gun or a hand gun in applying the required lubrication. However, the machine tenders have been instructed in writing that if a hand gun is used the number of lubrication shots specified for the pneumatic gun should be multiplied by 3. I regard this discretion as *de minimis*.

Moreover, no further education of any of the machine tenders was necessary. Smiley asserted that machine tenders were already familiar with the name and parts of the machine on which they worked and his assessment appears to be corroborated by the testimony at hearing. Movement to higher paid positions on the machine is by seniority. Thus, it seems likely that by the time an employee has enough seniority to become a machine tender that employee would necessarily be familiar with the machine and its operation. 18/

18/ Local Union President Gary DeKeyser explained that in his view machine lubrication should be done by at least a back tender (one slot below a machine tender) and noted that back tenders are cross-trained as machine tenders for substitution purposes when necessary. This appears to be further confirmation that machine tenders are familiar with the machines to which they are assigned.

Gary DeKeyser testified for the Union. DeKeyser, a 24-year employee of the Company, is currently assigned as a paper machine third hand, a position to which he had chosen to “bump down” by virtue of his seniority. DeKeyser’s testimony was also credible and instructive, but did not contradict Smiley’s testimony in any significant, material respect. 19/

19/ One possible disagreement seems more apparent than real, and may have resulted from differing perspectives. In DeKeyser’s opinion, it is important that the machine tender give the exact amount of lubrication called for. He said that if too much grease is inserted it will escape and damage the product the machine is producing. Smiley didn’t believe 1 or 2 extra shots of lubricant would damage the machine or operation. He continued to maintain that excess grease could not escape from some parts, like a breast roll, but conceded it could ooze out of a press roll. He stated that even if oozing grease was observed the machine tender should still put in the required number of shots because the machine tender could see only one-half of the bearing. I do not regard this as reflecting adversely on the credibility of either witness. In any event, the point seems a small one. Clearly, a machine tender needs to remain focused on his lubrication task so the required number of shots can be administered, even if he observes grease oozing out. But remaining focused does not transform the task from relatively simple to complex.

DeKeyser described a paper machine as large and complex, a description I confirmed for myself by personal observation as I “toured” the plant with representatives of each of the parties.

DeKeyser also explained that if the machine tender finds or learns of a hot or flawed bearing he has to use his judgment as to whether more grease should be added or whether the machine should be shut down. It seemed largely on the basis of having to make shutdown decisions that the Union believes that the machine tender has Level 2 “Decisions and Job Knowledge responsibilities.” Indeed, according to DeKeyser the previous year a back tender who was greasing the bearings on a wire guide roll shut down the machine when he noticed the wire had begun to run off.

There is little question in my mind that the potential machine shutdown authority held by a machine tender is a significant responsibility. But, as DeKeyser’s testimony clearly indicated, machine tenders already had the responsibility of shutting down the machine in emergencies prior to receiving any additional machine lubrication responsibilities. 20/ It is not clear when they were assigned this responsibility. Based on an exhibit submitted by the Company and received into evidence without objection, the assignment of this responsibility may go back to the early ‘90’s when a number of mill classifications received a \$0.15 per hour wage rate increase due to additional responsibilities resulting from the application of the Minor Maintenance contract language. In any event, the Union cannot now claim a wage adjustment is due for machine tender job responsibilities that had been assigned and were being carried out prior to the assignment of any additional lubrication duties.

20/ Apparently, prior to the elimination of the position, the mill oiler also had the responsibility to tell the machine tender to shutdown if the oiler saw a problem.

Finally, I am influenced by the definition of terms that the parties have developed for their own guidance. The terms “standardized method,” “simple standardized method,” and “complex standardized method” are all used by the parties as they seek to describe Levels 1 and 2 and distinguish them from each other and were received into evidence by stipulation of the parties.

“Standardized method:” 21/

A method of accomplishing a task or achieving a desired result that has been formalized and employees have been taught that in order to accomplish this task or to achieve this result, when this happens you do this, like this.

“Simple standardized method: ” 22/

A standardized method that may involve a single or multiple steps to accomplish the task or achieve the desired result and the steps are performed in a generally linear sequence.

“Complex standardized method: ” 23/

A standardized method that involves a series of steps to accomplish the task or achieve the desired result and at various points in the process different sequences of steps are indicated depending on circumstances that exist at that point in that particular situation.

21/ Joint Exhibit 4.

22/ Supra.

23/ Supra.

Level 1 “requires a ‘go-no go’ decision and the knowledge of simple standardized methods to resolve situation of achieve desired result.” 24/

24/ Joint Exhibit 3, second page.

Level 2 “requires the ability to select from among several possible actions and the knowledge of complex standardized methods or multiple standardized methods that could be used to resolve situation or achieve desired result.” 25/

25/ Supra.

Although arguably falling under the definition of “standardized method,” the additional lubrication responsibilities of the machine tenders appear to me to resemble more closely the performance of multiple steps. Whether or not the steps are performed in a generally linear sequence does not appear in the record; nonetheless, I am satisfied that this definition comes substantially closer than the other two to describing the lubrication duties under consideration.

“Complex standardized method,” on the other hand, is the definition that applies to the “Decisions and Job Knowledge” factor of a Level 2 position. Clearly, it does not accurately describe the repetitive lubrication duties of the machine tenders, for at no point in the lubrication process are different sequence of steps indicated depending on the circumstances. While machine tenders have the authority and responsibility to shut down their respective machines in an emergency, this authority and responsibility appears to have existed well before and independent of the assignment of any lubrication responsibilities.

AWARD

Based on the foregoing discussion and the entire record herein, I find that the additional lubrication responsibilities assigned to the machine tenders should result in a continued Level 1 rating of the “Decisions and Job Knowledge” factor as it pertains to the machine tender position.

Based on this finding, the Company’s last proposal of “no increase” is sustained.

Dated in Madison, Wisconsin this 5th day of February 2002.

A. Henry Hempe /s/

A. Henry Hempe, Arbitrator

