

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between  
**GEORGIA PACIFIC CORPORATION**  
and  
**PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKERS**

Case 3  
No. 63154  
A-6099

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**Appearances:**

**Paul Dolson**, Representative, Georgia Pacific Corporation, 1919 South Broadway, Green Bay, WI.

**Michael Grones**, International Representative, Region X, Paper, Allied-Industrial, Chemical & Energy Workers, W5569 Amy Avenue, Appleton, WI.

**ARBITRATION AWARD**

Georgia Pacific Corporation, hereinafter Employer, and Paper, Allied-Industrial, Chemical & Energy Workers, hereinafter Union, are parties to a collective bargaining agreement covering the period May 1, 1999 through April 30, 2004 that provides for the final and binding arbitration of job adjustment wage disputes. The parties jointly requested a panel of arbitrators from the Wisconsin Employment Relations Commission to hear and decide the instant wage dispute. The arbitrator selected was unable to hear the matter and Commissioner Susan J.M. Bauman was subsequently appointed. A hearing was held on January 19, 2005, in Green Bay, Wisconsin. The hearing was not transcribed. The parties made post-hearing oral arguments and the record was then closed.

Having considered the evidence, the arguments of the parties, the relevant contract language, and the record as a whole, the Undersigned makes the following Award.

**ISSUE**

The parties stipulated to the issue:

What is the appropriate wage rate for the #20 Napkin line?

**RELEVANT CONTRACT PROVISIONS**

**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 Employee [sic] Relations Commission who shall furnish both parties with a listing of seven (7) arbitrators. Each party will alternatively 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.

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**GREEN BAY EAST MILL**  
**Wage Schedule Covering Employees Under Jurisdiction of P.A.C.E.**

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**EFFECTIVE**

**5/1/03**

**Alt**

**NAPKIN SECTION:**

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Napkin Operator-Northern	20.87
Napkin Operator Separator	21.56
Napkin Oper Deco/Multi Cir Separator	21.84

**FACTS**

Georgia Pacific Corporation operates the Green Bay East Mill on Day Street, as well as other facilities. Among the products produced at the Day Street facility are Vanity Fair and Mardi Gras napkins. Napkins are produced on Lines #1, #4, #15, and effective December 11, 2000, Line #20. The hourly rate of pay for Lines #1, #4, and #15 has been negotiated, with the current rates included in the collective bargaining agreement between the parties, as set forth above. In accordance with the terms of that agreement, the Employer set a temporary rate for Line #20 of \$20.36 1/, effective December 11, 2000 through April 30, 2001. The Union and the Employer have not been able to come to an agreement as to the appropriate rate for the new classification. The Employer contends that the proper rate is \$22.25 per hour, effective May 1, 2003 and the Union contends that the rate should be \$22.92 as of that date.

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*1/ This is the "alt" rate. As the "alt" rate is the only relevant rate at this time, all references to rates for the years 2000 to the present are "alt" rates, unless otherwise indicated.*

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The parties agree that Napkin Folder #20 is significantly more complex and requires more knowledge and trouble shooting ability on the part of the operator than any of the other machines. This is reflected in the rates proposed by the parties, but the Union believes that operation of the machine is significantly more complex, and warrants greater compensation, than does the Employer.

According to the Union, the best comparison is with Line #1. There is a huge jump in the job knowledge, complexity and trouble shooting required between Line #15 and Line #1 and the increased knowledge, complexity and trouble shooting ability from Line #1 to Line #20

is that again, plus 25%. The Employer, on the other hand, believes that Line #4 is the best comparison, points out the difference between Line #15 and Line #4 is \$.69 per hour and contends that the proper rate for Line #20 is \$22.25, \$.69 more than the current highest napkin folder rate.

Both parties provided a comparison chart of the various napkin lines. The following is a composite of those charts:

	#1	#4	#15	#20
Product	13" Folded Napkin Vanity Fair 200 count	13" Folded Napkin Northern, Mardi Gras, Members Mark	13" Folded Napkin Vanity Fair 2 ply 100 & 200 count	13" Folded Napkin Vanity Fair 2 ply 100 & 200 count
Feet Per Minute	375	600	450	900
Napkins Per Minute	2,100	4,800	1,901	6,600
Cases Per Shift	400	650	450	1500 (Union says 1700, with 1600 average)
Unwinds	3	4	2	4 (capable of 6)
Lanes	3	4	4	4 (capable of 6)
Emboss Rolls	1 set Single steel emboss or single fiber emboss on V.F. Overall pebble emboss on lunch napkins Pattern emboss border on VF	1 set Single steel emboss station Overall pebble emboss pattern	2 sets 2 fiber emboss stations Pattern emboss border	6 sets (currently running 4 sets) 4 fiber emboss stations
Folder	Bretting Twin Three Twin Folder	Bretting Twin Four Twin Folder	PCMC Single Folder	Bretting Twin Four Twin Folder
Transfer (Separator)	Auto transfer tilt	Auto transfer	Manual	Auto transfer; twin starwheel separators, twin auto transfers
Wrapper	Haysen	Haysen	Haysen	Omega
Case Packer	Manual	Auto	Manual	Auto
Case Taper	Hand fed	Auto	Hand fed	Auto

Controls	Manual	Manual	Manual	Touch panels with multiple screens
Miscellaneous	Printer (not currently used)			Product conveyor 250 feet with 25 photo eyes (Union says 50) Servo drive technology Case elevator
Size	10 feet high 350 sq. ft. footprint	10 feet high 1,500 sq. ft. footprint	7 feet high 400 sq. ft. footprint	20 feet high 4,800 sq. ft. footprint
5/1/03 hourly wage rate	\$21.84	\$21.56	\$20.87	Employer: \$22.25 Union: \$22.92

The Union also provided a chart comparing the complexity of tasks on the various machines. The Employer did not contest the information contained therein:

Task	#1	#4	#15	#20
Thread folder	1 operator-20 minutes	1 operator-20 minutes	2 operators-5 minutes	2 operators-45 minutes
Roll changes		16		50 per shift
Web alignment	Push button visual	Push button visual	Push button visual	Auto Slow response Auto FIFE align system per SOP #160
Adjust emboss pattern	Hand wheel	No pattern to adjust	Hand wheel	Phase emboss rolls on touch screen & adjust front synchronizers
Wrapper Knife Change/Flip	Maintenance responsibility	Maintenance responsibility	Maintenance responsibility	Operators perform per SOP #172
Perform case packer change over from single pack to double or vice versa	Not applicable	Does not change over to different product format	Not applicable	Perform change over following SOP #173
Peg Emboss Roll	Don't do it	Not applicable	Don't do it	Operators do it

The Training checklist for #20 Napkin Operator is much longer, more complex, and more involved than the Training checklist for the #4 Napkin Operator. In addition, there are numerous Standard Operating Procedures (SOPs) that have been developed to assist personnel in operating Napkin Folder #20. This machine is clearly much more complex, difficult to learn and to troubleshoot than the other napkin folding machines. Dennis Delie, Union President and Napkin hourly trainer, testified that it would take four (4) complete work blocks, consisting of four (4) twelve (12) hour days per block, or about 192 hours to train an experienced operator to run the #20 Napkin Folder. By comparison, Delie testified that it would take one (1) to (2) work blocks, 48 to 96 hours, to teach an experienced operator how to run the #4 Napkin Folder.

A comparison of the number of hours of training required to train an experienced operator on each of the machines clearly demonstrates that the #20 Napkin Folder requires significantly more in-depth training and time in training than the other Napkin Folding machines. The following training log information was provided by the Union and was not contested by the Employer:

Employee	#1	#4	#15	#20
Adam Robb		40	48	132
Calvin Matzke	40.75	91	39	275
Brian Buckman				182
average	40.75	65.5	43.5	196.33

The Union also presented limited information in which it compared the complexity, job knowledge and troubleshooting ability of the #20 Napkin Folder to that of a Bactender on a paper machine. The rate proposed by the Union is the same hourly rate as that received by a Bactender.

### DISCUSSION

The role of the arbitrator in this matter is to select, from the rate proposed by the Union and the rate proposed by the Employer, “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.” Thus, the undersigned is charged with determining whether employees who operate Napkin Folder Line #20 should be compensated at \$22.92 per hour as proposed by the Union, or \$22.25 per hour as proposed by the Employer.

The evidence clearly established that operating Napkin Folder #20 is more complex and more difficult than operating any of the other Napkin Folders, #1, #4, or #15. In addition to the verbal testimony and exhibits presented by the parties, the undersigned, accompanied by representatives of both the Union and the Employer had the opportunity to see all four machines in question. There can be no doubt that Napkin Folder #20 is an enormous machine, significantly larger than the other three, more sophisticated in all ways, more difficult to absorb the intricacies of operation and to troubleshoot when problems occur, in part because much of the operation of Napkin Folder #20 is not easily observable.

There is agreement between the parties that Line #15 is the smallest and least complex of the four machines. Based on the previously established and negotiated wage rates of Lines #1 and #4, Line #1 is the more difficult to operate, and results in a higher hourly rate, \$21.84, than Line #4, \$21.56. The parties disagree as to whether Line #20 should be compared to Line #1 or Line #4 in order to determine a wage increment and basis for determining the wage rate for Line #20. The Employer compares Line #20 to Line #4. It calculates the difference in the rates between the least complex line, #15, and Line #4 as \$.69 and then proposes that the rate for Line #20 be that much more than Line #4, resulting in a proposed wage rate of \$22.25 ( $\$21.56 + .69 = \$22.25$ ).

The Union argues that the complexity of Line #20 is more comparable to that of Line 1. It, too, calculates the difference in the rates between the least complex line, #15, and what it deems most comparable, Line #1, as \$.97. It then indicates that the complexity of operating Line #20 is this difference plus an additional 25%, or \$.11, resulting in a proposed wage rate of \$22.92 ( $\$21.84 + .97 + .11 = \$22.92$ ). 2/

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2/ *The Union testimony was that the Union “equated the increase in required job knowledge going from #15 to #1 to that when comparing #1 to #20 plus 25%. The undersigned is unable to ascertain how the 25% is calculated. However, in reviewing the first page of Union Exhibit 1, and the Union’s proposed rates over the four years since Line #20 was installed, it appears that in each instance, the Union’s proposed rate was the sum of the alt rate for Line #1 plus the difference between the alt rate for Line #15 and the alt rate for Line #1 plus \$.12. This calculation results in a proposed rate of \$22.93 at this time, as shown on the face of Union Exhibit 1. However, Mr. Delie agreed with Mr. Dolson that the figure should be \$22.92, due to “rounding error”.*

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In order to determine whether Line #1 or Line #4 is the better comparison, it is useful to review the comparison chart, above. Line #4 operates at 600 feet per minute, which is closer to the 900 feet per minute of Line #20 than the 375 feet per minute of Line #1. Line #4 produces 4,800 napkins per minute, which is closer to the 6,600 napkins produced per minute on Line #20 than the 2,100 napkins per minute produced on Line #1. Line #4 produces 650 cases per shift, an amount that is closer to the at least 1,500 produced by Line #20 than the 400 produced by Line #1. Line #4 has 4 unwinds and 4 lanes, the same number as are being used

on Line #20, though it is capable of 6, whereas Line #1 has 3 unwinds and 3 lanes. Line #4 uses a Bretting Twin Four folder, as does Line #20, whereas Line #1 uses a Bretting Twin Three folder. All three machines have automatic transfers, although Line #20 is more complex, with twin starwheel separators. Both Line #1 and Line #4 use a Haysen wrapper, whereas Line #20 uses a more complex Omega wrapper. Line #4 and Line #20 have automatic case packers, whereas Line #1 is manual. Line #4 and Line #20 have automatic case tapers, whereas Line #1 is hand fed.

This information points to Line #20 being more comparable to Line #4 than Line #1. At present, Line #1 and Line #20 make Vanity Fair napkins, a higher quality napkin than the luncheon napkins produced on Line #4. Each of Line #1 and Line #4 has one set of emboss rolls. However, Line #4 has a single steel emboss station whereas Line #1 has a single steel emboss or a single fiber emboss, depending on what type of napkins are being produced. Line #20 has six sets of emboss rolls, of which 4 are currently running. These are fiber emboss stations, as can be on Line #1 when Vanity Fair napkins are being produced. A fiber emboss roll requires pegging at times, whereas the steel emboss roll on Line #4 does not wear out and does not require pegging. 3/ Line #1 also has printing capability, which makes it a more complex machine than Line #4. However, the printing function is not currently being used. 4/

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*3/ The operators of Napkin Folder #20 peg the emboss rolls when necessary. Although this is necessary from time to time on Napkin Folder #1 and Napkin Folder #15, maintenance performs the operation on those machines.*

*4/ It appears that a portion of the higher rate for Napkin Folder #1 is related to the printing capability of this machine, which makes operations of the machine more difficult and requires additional knowledge and troubleshooting ability.*

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Taking all these factors into consideration, it appears that Line #20 is a better comparison to Line #4 than is Line #1.

The Union presented information regarding the amount of training operators required in order to be qualified to operate the various machines. The thrust of this evidence was to demonstrate that significantly more hours are required to be trained on Line #20 than on the other machines. The data clearly supports this contention. Perhaps because data regarding the training of so few individuals was provided, when it is looked at to determine whether Line #1 or Line #4 is the better comparison, it shows an average of 65.5 hours to be certified on Line #4, and only 40.75 on Line #1. In fact, more hours, 43.5, were required on Line #15, the least complex piece of machinery of the four. The undersigned has no way of knowing the experience of the three individuals whose training records were submitted, nor does she know whether the number of hours shown are typical. Certainly, the range of hours to be trained on



Line #20, 132 to 275, is very great. Mr. Delie testified that 192 hours would be normal on Line #20, and 48 to 96 hours to be trained on Line #4. Unfortunately, there is no information regarding the average training time on Line #1, a fact that would be needed to support the Union's contention that the knowledge required to operate Line #20 is 25% more than the differential between Line #15 and Line #1. 5/

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*5/ Inasmuch as 48 hours is 25% of 192 hours, this may be the source of the 25% additional that the Union seeks as part of its wage proposal,*

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Both the Union and the Employer argue that their proposed wage rate for Line #20 is fair and reasonable, appropriate for the prescribed duties of the job and consistent within the existing Wage Schedule applicable to the Mill. They also both argue that their proposal is fair and equitable. While both agreed that the rate for Line #20 should be the highest rate for a Napkin Folder line, neither provided evidence as to the basis for the current wage rates. That is, there is no record evidence as to the basis for the increments that currently exist among the existing three napkin folding lines. From the existing rates, one must assume that operation of Line #15 is easier to learn and operate than Line #4, which in turn is easier to learn and operate than Line #1. 6/ The Employer proposes that the increment from Line #15 to Line #4 should be the same as the increment from Line #4 to Line #20. While applying the same increment from one line to another provides some sort of "consistency" within the Wage Schedule, there are no other instances of the same increment between rates for the Napkin Folding lines.

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*6/ It is unclear on this record as to whether Line #1 is more difficult to learn because of the printing capability or the fact that it utilizes both steel and fiber emboss rolls, or something else.*

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A review of the wage rates effective May 1, 2000 shows increments of \$.63 between Line #15 and Line #4, of \$.25 between Line #4 and Line #1, and \$.88 between Line #15 and Line #1. After application of a 3% wage increase May 1, 2001, May 1, 2002 and May 1, 2003, the increments are \$.69, \$.28, and \$.97, respectively. Looking at the ratios of the wage rates, the ratio of line #15 to Line #4 is .968069 effective May 1, 2000. By May 1, 2003, this ratio becomes .967996. Similarly, the ratios of Line #15 to Line #4 rates and Line #4 to Line #1 also change as a result of the percentage increases received in 2001, 2002, and 2003. This analysis of the negotiated wage rates provides little guidance with regard to the appropriate wage rate for Line #20, when applying the "consistent within the existing Wage Schedule applicable to the Mill" portion of the criteria.

Accordingly, the undersigned must look to the question of “appropriate for the prescribed duties of the job.” The Union’s proposed rate is the same as that for the Backtender. There is insufficient information on this record to conclude that the job duties of Napkin Folder #20 are comparable to the duties of the Backtender. Thus, I must look to the question of which line is “more” comparable to Line #20, Line #1 or Line #4. I find that Line #20 has greater similarity to Line #4 than it does to Line #1, because of its speed of operation, the number of napkins produced per minute, the number of cases produced per shift, the similarity in number of unwinds and lanes, use of the same folder, automatic case packers and case tapers. Thus, the Line #4 May 1, 2003 wage rate of \$21.56 is the base from which the Line #20 rate is to be determined. Consistent with this determination, I find that the company's proposed increase over the Line #4 rate is more "appropriate" than the higher increase proposed by the Union. Therefore the rate for the Line #20 job is \$22.25.

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

**AWARD**

The wage rate proposed by the Employer, \$22.25 per hour, is more appropriate for the prescribed duties of the job and more consistent with the Wage Schedule applicable to the Mill.

Dated at Madison, Wisconsin, this 15th day of February, 2005.

Susan J.M. Bauman /s/

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Susan J.M. Bauman, Arbitrator