

C O M M O N W E A L T H O F M A S S A C H U S E T T S

Hampden, ss.
Chicopee

October 31, 1973
Case #1130-0631-73

IN THE MATTER OF THE ARBITRATION BETWEEN MONSANTO
INDUSTRIAL UNION, LOCAL 288, AND MONSANTO COMPANY,
HELD OCTOBER 31, 1973, AT THE TREADWAY INN, CHICOPEE,
MASSACHUSETTS, COMMENCING AT 10:00 A.M., BEFORE TIM
BORNSTEIN, ARBITRATOR.

APPEARANCES:

GRADY & KAPLAN, ESQRS., 376 Boylston Street, Boston, Massachu-
setts, representing the Union.

BY: STEPHEN DOMISICK, ESQ.

ICE, MILLER, DONADIO & RYAN, ESQRS., 111 Monument Circle,
Indianapolis, Indiana, 46204, representing Monsanto Company.

BY: LELAND B. CROSS, JR., ESQ.

IN ATTENDANCE

FOR THE COMPANY

Leland B. Cross, Jr., Esq.
John R. Belschwender
James P. Ryan
Albert V. Laakso
Richard W. Bueker
Paul Bureau

FOR THE UNION

Stephen K. Domisick, Esq.
Doug Natario
Carl Kelley
Francis E. Leclair
Anthony Costa
Edward F. Topor
Chester Kowalczyk
Matthew P. Geboskie
Joseph Bernardo
Roger P. Soucy
Bufford J. Harris
Theodore W. Starczyk

Philbin Stenographic Services, Inc.
77 Maple Street, Springfield, Mass.

Claire C. Trudeau
Certified Shorthand Reporter

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<u>Witness</u>	<u>Direct</u>	<u>Cross</u>	<u>ReDirect</u>	<u>ReCross</u>
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1 JOHN R. BELSCHWENDER, Witness

2 DIRECT EXAMINATION BY MR. DOMISICK

3
4 Q Would you give the Arbitrator your name and the town in
5 which you reside.

6 A My name is John R. Belschwender -- B-e-l-s-c-h-w-e-n-d-e-r
7 -- and I reside in North Wilbraham, Massachusetts.

8 Q What is your position with the company?

9 A Personnel Manager.

10 Q How long have you been in that position?

11 A Going on three years.

12 Q Can you give a brief description of your duties?

13 A Yes. I have overall responsibility for the personnel
14 functions of the Springfield plant of the Monsanto Company.

15 Q In your capacity as Personnel Manager, did you become in-
16 volved with --

17 (Conference held off the record.)

18 THE ARBITRATOR: The contract will be marked
19 Joint Exhibit #1.

20 (Joint Exhibit #1.)

21 THE ARBITRATOR: Is there any objection to re-
22 ceiving the Grievance, this is the third step response,
23 as Joint 2?

1 MR. DOMISICK: None.

2 (Joint Exhibit #2.)

3 MR. DOMISICK: Let me withdraw the pending
4 question.

5 Q (By Mr. Domisick) Sometime in the Spring of 1973, did
6 Building 92 shut down?

7 A No.

8 Q At sometime on/or about July 1, 1973, did the company lay-
9 off any employees as a result of modification of the pro-
10 ductivity in Building 92?

11 A Yes.

12 Q What were those employees' -- their classification, and
13 what numbers of employees?

14 A I do not know.

15 Q Who would have that information?

16 A That would be information which would take some research
17 to get.

18 Q In terms of the classification of employees and their
19 numbers?

20 A Right.

21 Q As a result of that layoff, were the duties of any of the
22 classifications affected by the layoff added to or trans-
23 ferred to other existing job occupations?

1 A Could you restate that, please.

2 (The last question was read.)

3 A They could have been -- I do not know.

4 Q Subsequent to July 1, 1973, did you or someone at your
5 direction issue to the Union revised job descriptions for
6 certain occupations?

7 A I believe we did.

8 Q Do you recall the occupation?

9 MR. ARBITRATOR: The precise question was: did
10 you or someone under your direction do so.

11 THE WITNESS: I believe so -- I did not, myself.

12 Q (By Mr. Domisick) Who is the company's Wage Administra-
13 tor?

14 A James Ryan.

15 Q Is he in this room today?

16 A He is.

17 Q Did you participate in the grievance procedure on the
18 Grievance which is entered into evidence as Joint Exhibit
19 2?

20 A I did.

21 Q That Grievance states among other things that the company
22 has violated the contract by eliminating job classifica-
23 tions unjustifiably and improperly combining work involved

1 with other job classifications.

2 Can you tell us, based upon your participation in the
3 grievance procedure and your knowledge of the facts under-
4 lying this Grievance, were any job classifications
5 eliminated -- that is, were job classifications emptied of
6 employees holding those job classifications?

7 A Certain occupations were reduced to zero.

8 Q Do you have those in mind?

9 A I know of some of them.

10 Q Was one of them that of stock control man?

11 A I believe so, yes.

12 Q What is his occupation code?

13 A I do not know the code.

14 Q Can you tell us, if you know, why the occupants of that
15 classification were reduced to zero?

16 A Yes. The company made a staffing realignment in the wake
17 of the shutdown of 92 Building and 85 Building.

18 Q When was Building 92 shut down?

19 A Building 92 was shut down June 30, 1973 -- in the Summer
20 of '73.

21 Q So when I refer to a Spring shutdown, you felt comfortable
22 in not explaining the fact that it was June 30th, nine
23 days after Summer officially began?

1 A I certainly wanted to give you a truthful answer.

2 Q May we rest comfortably with the assumption that you will,
3 to the extent that you are able, not make known to us the
4 vagueries of dates in the future, and that you will stick
5 precisely to what it is that we are here for.

6 How many stock control men were operating in 92
7 Building prior to the shutdown?

8 A That is specific information about which I would have to
9 do some research to give you an accurate answer.

10 Q Is there anyone in this room who would have that informa-
11 tion from the country?

12 MR. CROSS: May I go off the record, please.

13 (Conference held off the record.)

14 (Papers were distributed by Mr.
15 Cross.)

16 THE ARBITRATOR: In the off-the-record discussion,
17 the Union agreed to accept a single page document that the
18 company has offered, titled "Staffing Prior to Reduction,"
19 as Joint Exhibit 3, and with the grieving parties I will
20 receive Joint Exhibit 3.

21 (Joint Exhibit 3.)

22 (Conference held off the record;
23 A recess was held.)

(After recess.)

MR. DOMISICK: I have presented to the company certain documents which we have discussed, and we have reached an agreement, I think, to excuse Mr. Belschwender and introduce James Ryan, to introduce these records.

THE ARBITRATOR: The Union and the company agree that in order to get the essential dates in the agreement, they have decided to excuse Mr. Belschwender at this time and in his stead, interrogate Mr. Ryan.

JAMES RYAN, Witness

DIRECT EXAMINATION BY MR. DOMISICK

Q Mr. Ryan, would you give the Arbitrator your name and the town in which you reside?

A My name is James Ryan; I live in Springfield, Mass.

Q What position do you hold in the company?

A Employee Relations Supervisor.

Q How long have you held that position?

A A little over a year.

Q What, briefly stated, are the duties of your position?

A The duties of my position, briefly stated -- I'm involved

1 in assisting the Employee Relations Manager and the Employee
2 Relations function at the Springfield plant.

3 Q Let me show you what I have marked as Union Exhibit 1, a
4 two-page document.

5 Can you identify that for us?

6 (Union Exhibit #1 for identifica-
7 tion.)

8 A If you prefer, I'll read exactly as it's titled, which
9 seems to be accurate.

10 THE ARBITRATOR: What is the title?

11 A "PVC Polymerization Work Schedule for the week ending July
12 1, 1973."

13 Q Does that cover what is known as Department 80?

14 A Yes.

15 Q And, Department 80 is composed, as I understand it, was
16 composed of three buildings: 92, 88, and 84; is that
17 correct?

18 A At this time.

19 Q Are there some typographical corrections which should b
20 made in that list, so that we can more clearly understand
21 it?

22 A I assume you're referring to the occupations of stock
23 control man?

Q That, among apparently some others.

1 A This document would lead one to believe that the packaging
2 operator works in 84 Building -- that is incorrect. He
3 worked in 88 and 92 Buildings.

4 Q What classification was that?

5 A Packaging operator.

6 Q Worked in 88 and 92?

7 A That is correct.

8 MR. NATARIO: I think the packaging operator is
9 only in 92.

10 Q (By Mr. Domisick) It would be fair to say that the
11 packaging operator performed no work in Building 88?

12 A Yes.

13 Q Despite the fact that the listing shows his listing under
14 that building.

15 Are there any other corrections which should be made?

16 A The stock control man had duties in all three buildings.

17 THE ARBITRATOR: What does the exhibit show?

18 THE WITNESS: The exhibit has him listed under
19 a group entitled 84 Building.

20 Q (By Mr. Domisick) Are there any further corrections?

21 A The plant service attendant -- well, I believe that the
22 remainder are correct: plant service attendant, material
23 process expediter are listed under days rather than under

1 a particular building.

2 The plant service attendant had no duties in 84 Build-
3 ing; the material process expediter, also listed under
4 days, had duties in all buildings, all three.

5 MR. CROSS: I have no objection to Union Exhibit
6 #1 with that clarification.

7 THE ARBITRATOR: All right. Are you satisfied
8 with those clarifications?

9 MR. DOMISICK: Yes.

10 THE ARBITRATOR: There is an offer and no objec-
11 tion, so it's received.

12 (Union Exhibit #1.)

13 (Conference held off the record.)

14 THE ARBITRATOR: The Union has retained the
15 original with permission to make copies.

16 Q (By Mr. Domisick) Mr. Ryan, let me show you what I have
17 marked as Union Exhibit 2 for identification.

18 Can you identify that for us?

19 A It's entitled "PVC Work Schedule."

20 (Union Exhibit #2 for identifica-
tion.)

21 Q Does it have any date reference to it?

22 A It's dated 11/4/73.

23 Q Can you identify that for us?

1 A It's a work schedule.

2 Q Does it reflect the staffing at least by classification
3 and building following the current staffing, following
4 the reduction which was effected approximately July 1,
5 1973?

6 A Yes, it reflects the staffing of the week of 11/4/73.

7 Q As a consequence, it would contain no reference at all
8 to Building 92 which has now been shut down?

9 A Yes.

10 THE ARBITRATOR: Yes, it contains no reference?

11 THE WITNESS: That's correct.

12 MR. DOMISICK: I'm offering Union Exhibit #2
13 in evidence.

14 MR. CROSS: No objection.

15 THE ARBITRATOR: Received.

16 (Union Exhibit #2.)

17 MR. DOMISICK: Likewise, I'd like to retain it
18 for the purpose of making copies.

19 THE ARBITRATOR: Permission granted.

20 Q (By Mr. Domisick) Mr. Ryan, does the company have with it
21 today copies of the job descriptions for each of the job
22 classifications or occupations which are listed on Union
23 Exhibit #1?

1 (Conference held off the record;
2 a recess was held.)

3 *****

4 (After recess.)

5 THE ARBITRATOR: The Union has handed me Exhi-
6 bits marked as follows: Joint Exhibit 4, 4A; 5, 5A; 6,
7 7, 8, 8A; 9, 10, 11, 12; 13, 13A; 14 and 14A -- all marked
8 as Joint Exhibits.

9 I presume, therefore, the company agrees to their
10 introduction?

11 MR. CROSS: Yes, the company has no objection
12 to the introduction of those exhibits.

13 THE ARBITRATOR: Without the original and, by
14 agreement, I will receive Joint Exhibits 4 through 14A;
15 these are all job descriptions.

16 (Joint Exhibits 4 thru 14A.)

17 Q (By Mr. Domisick) Mr. Ryan, are you familiar with the
18 combinations of duties which resulted from the 92 Build-
19 ing shutdown; that is, the duties from which classifica-
20 tions or occupations were placed to the extent that they
21 remained extant into other existing occupations or classi-
22 fications?

23 A I'm sorry, would you repeat the question?

1 Q Are you familiar with the -- following the Building 92
2 shutdown -- with the combinations or additions of certain
3 duties or classifications or occupations to other occupa-
4 tions?

5 A I am familiar with the addition of certain duties, yes.

6 Q What I'm about to say is: to the extent that they represent
7 the areas of substantial combinations as opposed to peri-
8 pheral duties.

9 With that in mind, were the remaining jobs -- follow-
10 ing the Building 92 shutdown, were the remaining duties
11 of dryer operator added to the job of control kettle
12 operator?

13 A Yes.

14 Q Were the duties, the remaining duties of the stock control
15 man added to the duties of the emulsion process assistant?

16 A Some duties, yes.

17 Q Were the remaining duties of the conveyor control operator
18 added to the packaging operator?

19 A Some of those duties were.

20 Q Were the duties of the general laborer, to the extent that
21 they remained, added to the operator helper's job occupa-
22 tion?

23 A Yes.

1 Q And, were the duties of the material checker and track
2 mobile operator added to the warehouse clerk, some of the
3 duties?

4 A Yes.

5 MR. DOMISICK: I have no other questions.

6 THE ARBITRATOR: Any questions for Mr. Ryan?

7 MR. CROSS: None.

8 THE ARBITRATOR: Thank you, Mr. Ryan.

9 *****

10
11 DONALD F. CRAFTS, Witness

12 DIRECT EXAMINATION BY MR. DOMISICK

13
14 Q Mr. Crafts, would you give the Arbitrator your name and
15 the town in which you reside?

16 A Donald F. Crafts, 1584 East Street, Ludlow.

17 Q How long have you been employed by Monsanto?

18 A It will be 24 years in March.

19 Q What is your current job occupation?

20 A E.P.A., the emulsion process assistant.

21 Q Do you work in Department 80?

22 A Right.

23 Q In which building or buildings?

1 A 84 and 88 -- certain duties in 88.

2 Q How long have you been in that classification?

3 A Since the shutdown of 92, July 1st.

4 Q Prior to the shutdown, what position did you hold?

5 A I was a dryer operator in 88 Building and 92.

6 Q I take it you exercised some bumping rights to get to the
7 E.P.A. job?

8 A Yes, but I didn't do too good though. I had no choice but
9 to take this E.P.A. job on the cutback, because I never
10 held a higher level than 11 -- if that makes any difference
11 to you.

12 I was on that dryer job the bigger part of the 21
13 years.

14 Q Were you required, following your bump to the E.P.A. job,
15 to be trained and receive a license for a fork lift
16 truck?

17 A Right. They had me take the test and trained me to be a
18 lift truck operator.

19 Q Were you required, as well, to take an eye test?

20 A An eye test and a balance test.

21 Q By whom were those tests administered?

22 A The shop doctor.

23 Q Was it ever explained to you what would occur if you were

1 to fail those tests?

2 A Well, they wouldn't be able to give me a license if I
3 failed any part of the test.

4 THE ARBITRATOR: I don't know what a balance
5 test is.

6 THE WITNESS: Well, that's what he called it.
7 You close your eyes and stand there, and see if you waver
8 at all -- if you have good balance.

9 THE ARBITRATOR: I see -- equilibrium.

10 Q (By Mr. Domisick) And if you did not receive a license
11 to drive a fork lift truck, was it explained to you what
12 the impact on you that would have in your ability to bump
13 to the E.P.A. job, if you know?

14 A It shouldn't have made any difference, but as it was
15 stated before they added the truck driver's job onto the
16 E.P.A., so I don't suppose I could have got the E.P.A.
17 job if I wasn't able to drive the truck.

18 Q If you know, prior to the 92 Building shutdown, was it
19 required as an E.P.A., to obtain a fork lift driver's
20 license?

21 A Never was.

22 Q Did you pass the exam, the eye test, and receive your
23 license?

1 A Right. I had to take a test on a truck -- I passed all
2 of it.

3 Q For what purpose do you use a fork lift truck now?

4 A Well, we have to transfer all -- or try to transfer all
5 the pallet bags in 84 Building, and we have to get raw
6 materials out of 88 and move them over to 84. It's on
7 shift -- I'm on shift, so we're the only ones that do it.

8 Q I'm just asking what you do.

9 A Okay.

10 Q Do you use it to transfer pallets?

11 A Right.

12 Q And to obtain raw materials?

13 A Yes.

14 Q In transferring pallets, you go from where to where?

15 A From 84 Building to 89 Warehouse.

16 Q And in obtaining raw materials, you go from where to where?

17 A You have to go back to 88 -- 84 to 88 Building.

18 Q Are you assigned to a crew?

19 A I'm on B Crew, right.

20 Q How many crews are there?

21 A Four crews.

22 Q Is there one E.P.A. to each crew?

23 A Right.

1 Q Do you work a six and two work schedule?

2 A That's right.

3 Q So, the operation is a continuous one, a 7-day operation?

4 A It's a 7-day operation.

5 Q Three crews are always scheduled and one is always off?

6 A That's right.

7 Q How frequently do you rotate?

8 A Once a week. You work six and off two.

9 We change shifts when we return. Every week, after
10 we've been out, we go on a different shift.

11 Q Is the rotation forward or backward?

12 A I'd say backward -- from 7:00 to 3:00, to 3:00 to 11:00.

13 Q In addition to one E.P.A. on each crew, do you know the
14 composition of the balance of the crew? What other
15 occupations and how many men are on the crew?

16 A On the crew in 84, or all four?

17 Q On your crew.

18 A Are you talking about the building or the whole department?

19 Q On B Crew.

20 A Well, three kettle operators --

21 THE ARBITRATOR: I'm sorry, Mr. Crafts. Just
22 speak up. You're saying there are three kettle operators --

23 THE WITNESS: Yes, in 84.

1 THE ARBITRATOR: You're on B Crew?

2 THE WITNESS: This is kind of confusion to me.
3 I'm going to give you each building.

4 THE ARBITRATOR: I think he wants you to tell
5 us who are the other members of your B Crew.

6 Was that not the question?

7 MR. DOMISICK: Yes.

8 Q (By Mr. Domisick) If you can't give them to us --

9 A I can give them to you. The classifications you're talk-
10 ing about -- okay.

11 Q Let me withdraw the question. It may be easier to get it
12 from someone else.

13 THE ARBITRATOR: Maybe we can go off the record.

14 (Conference held off the record.)

15 Q (By Mr. Domisick) When you assumed the job of E.P.A. --

16 THE ARBITRATOR: In the off-the-record discus-
17 sion, the parties have apparently agreed that the composition
18 of the crews consists of those persons identified on Union
19 Exhibits 1 and 2.

20 Is that correct, Mr. Domisick?

21 MR. DOMISICK: That's correct.

22 MR. CROSS: That is correct.

23 MR. BELSCHWENDER: Taking into account the

1 designations of those who are on days means they're work-
2 ing on the day schedule; they're not part of the B Crew --
3 a letter-designated crew.

4 THE ARBITRATOR: If that satisfies you all --
5 I don't know what the agreement is.

6 Q (By Mr. Domisick) When you resumed your job following
7 your bump, were the E.P.A. duties explained to you?

8 A Not too well. But, on the other hand, it would take quite
9 a long time to just explain what I have to do, because we
10 do just about everything in that building.

11 Q Were there duties -- forgetting for the moment those duties
12 which require the use of a fork lift truck, can you ex-
13 plain to us what your duties as an E.P.A. are?

14 A Pardon me, did you say excluding the truck?

15 Q Yes.

16 A Well, I have to relieve the baggers; I'm supposed to mix-
17 up raw materials; I work on the kettle floor and the bagging
18 floor -- and cleaning.

19 That's the most part of the E.P.A. job -- I'm more or
20 less a helper to everybody in the building.

21 Q Are you required as well to transmit samples to the labora-
22 tory?

23 A And take samples to the lab, right.

1 Q Do you relieve baggers on a regular schedule?

2 A Right.

3 Q How many times per shift?

4 A We relieve each one of them twice per shift.

5 Q How many baggers?

6 A There's two baggers.

7 Q In mixing raw materials, you mix them for whom or for
8 what purpose?

9 A That would be for the kettle floor, and the blow down
10 operator.

11 Q Are these duties which are performed by you as an assistant
12 to Building 84 employees?

13 Do you perform these functions for Building 84
14 employees?

15 A Right.

16 Q With respect to the duties which require the use of a fork
17 lift truck for transfer of pallets and taking raw materials
18 -- are those duties which are now performed by you to
19 assist Building 84 employees?

20 A That's right.

21 Q Do you perform any of your E.P.A. functions or your fork
22 lift functions for employees in Building 88?

23 A Only to the extent -- no, not really -- getting the raw

1 materials for 84 employees.

2 Q Can you describe for us the cleaning activities or cleaning
3 up activities which, as an E.P.A., you are required to do?

4 A We're supposed to clean throughout the whole building, but
5 I haven't been because I haven't had time.

6 Q Can you tell us what the cleaning is supposed to be?

7 A Well, there's one big cleaning job, that would be the
8 conveyers. The bagger conveyers that runs over our head
9 continuously -- that's supposed to be cleaned up, I believe
10 it's every day.

11 Q What other cleaning functions do you perform or are you
12 supposed to perform?

13 A Well, it's just a real dirty and dusty building. The
14 floors should be swept and --

15 Q Any other cleaning duties?

16 A Well --

17 Q Do you have to remove excess raw material?

18 A Right -- anything that has to be removed or anything out-
19 side of -- well, any part of that helping job would be
20 part of my job. I guess that would be the best way to say
21 it.

22 Any help the operators in that building need, it's my
23 job to do.

1 Q Would that include removing rubbish from the raw material
2 room?

3 A Well, it does include it, but we don't usually have time
4 to take too much rubbish out.

5 Q Since you've been on the job, have supervisors spoken to
6 you concerning which of those duties or certain of those
7 duties you should concentrate on?

8 A Yes.

9 Q Can you identify the supervisor by name and the job he
10 was overseeing?

11 A Dave Gendron, the supervisor in 84 Building.

12 Q When did you have your first conversation with Mr. Gendron
13 concerning the duties you've been --

14 A Actually, the first day I got on the job. He made it
15 plain that I had to take the samples -- immediately, when-
16 ever I seen his name on the samples, to make sure I took
17 those samples over right away. That was our first discus-
18 sion about the job.

19 Then, later on -- it's an 8-week qualifying period
20 on that job -- and he held an informal meeting with me and
21 the foreman, Stanley Zaleski, and he told me that I was
22 doing -- what I was doing on the job was okay; there was
23 no complaint about what I was doing, but I just wasn't

1 doing enough of transferring pallets.

2 At that time, I told him I would have to leave some
3 of my regular duties go if I was to transfer all the
4 pallets they put down.

5 He told me that I had to do all my regular duties
6 and transfer every pallet that they bagged out, or I
7 wasn't doing my job.

8 Q The pallets consist of what -- bags of processed material?

9 A Yes, resin, 2000-pound pallets.

10 Q During a normal 8-hour shift, how much bagged resin is
11 produced by the --

12 A Well, it varies -- it depends on the product. But, they
13 do up to 18 -- normally, around 18, 19, probably, pallets
14 a shift.

15 It could range anywhere from 14 up. It's usually at
16 least 14 up to 18 -- in that area.

17 Q Have you ever been informed by the supervisor to concen-
18 trate -- in addition to what you've said, to concentrate
19 on moving pallets, and forget the rest of the job?

20 A Well, in a way. Mr. Gendron said that he realized that I
21 don't have any time to do my normal cleaning that I would
22 normally be doing, and I was to get all them pallets
23 transferred.

1 Q Ordinarily, how do you determine what duties you have to
2 do at a particular time?

3 A Well, usually the lead operator has several jobs for us
4 to do, and we've got a certain amount of regular duties
5 that we perform every day without him telling us. The
6 lead operator or the foreman usually tells you anything
7 else he wants.

8 Like I say, there's so many different duties there,
9 it's just impossible to figure out what I do every day,
10 because we have different products -- I mean, different
11 -- all except for the kettle operator and blow down
12 operator -- different raw materials that I have to get,
13 depending on the product.

14 Q So in addition --

15 Are there any employees, in addition to the supervisor
16 or the lead operator, who tell you which duties to perform
17 in what sequence?

18 A Well, that's the normal procedure, although I've had
19 several supervisors, -- we had a discussion on that.

20 They wanted to give me orders too. I can only do so
21 much, and in order to avoid confusion I filed a Grievance
22 on it, and got it down to where only one supervisor or one
23 foreman or the lead operator would give me the orders.

1 Q What was the basis of the confusion, for your protesting?

2 A Well, the first day I went on the job two different --
3 Mr. Gendron and a foreman on days told me to take the
4 samples. That was all within about five minutes. And, the
5 lead operator had informed me to take them prior to that.

6 So, I was proceeding to take the samples when two
7 others, Mr. Gendron and Mr. Burton, told me to take the
8 samples. So, I right then and there said: we're going to
9 run into a lot of confusion; and, I figured we'd better
10 get it squared away then.

11 Q Has the confusion been squared away?

12 A The confusion would be all these different bosses telling
13 you what to do -- the first one might give you heck for
14 not doing what he told you to do, if he told you something
15 different.

16 I'd have to spend my time explaining that this boss
17 told me to do that, and this one told me to do something
18 else -- so, I filed a Grievance.

19 THE ARBITRATOR: Mr. Domisick's question was
20 whether the problem of too many bosses has been worked out
21 now?

22 THE WITNESS: Well, more or less -- yes, I would
23 say yes.

1 Q (By Mr. Donisick) Who is the supervisor who gives you
2 instructions concerning the sequence or selection of duties
3 that you must perform?

4 A Stanley Zaleski, which is a shift foreman.

5 Q Your job description covers, as you've indicated a variety
6 of duties.

7 Is the work which underlies the designation of those
8 duties there, does it exist?

9 I mean, during the course of a shift, is there work
10 sufficient to cover each of the duties that, in your
11 description, you are called upon to perform?

12 A Yes, there sure is plenty of work.

13 Q Are you able to perform those job duties as mentioned
14 within the job description?

15 A That, I haven't been able to do.

16 Q Have you been criticized for that?

17 MR. CROSS: At this time, I object.

18 The testimony telling what his duties are now would
19 certainly seem relevant, but now it appears that there are
20 two other points of attack: one about multiple directions,
21 and one about workload -- neither one of which are part
22 of this Grievance.

23 This Grievance was filed June 25, 1973, protesting

1 the right of the company to do what it did. This is not
2 a Grievance protesting workloads; this is not a Grievance
3 protesting the work supervision.

4 MR. DOMISICK: We are testing the company's
5 actions.

6 THE ARBITRATOR: Which actions?

7 MR. DOMISICK: By analogy -- the story of the
8 little boy taking his finger from the dike -- it only
9 serves to allow a trickle of water to pass through; but,
10 as the trickle passed through the dam burst. We're faced
11 with much the same situation by the company.

12 The Union, when it filed a Grievance on 6/25/73,
13 roughly a week before, in fact, the actual shutdown
14 occurred, was in a position to contest not only -- obvious-
15 ly, it was in a position to contest only what the company
16 proposed to do.

17 The impact of carrying out those proposals is what
18 we're here for today.

19 MR. CROSS: That is another Grievance, that is
20 a workload Grievance.

21 MR. DOMISICK: Testing whether or not an employee
22 -- whether the company may in this case combine the job
23 as it has done includes not only their contract right or

1 lack of contract right, the contract will disclose it
2 has.

3 But, it will be doing a disservice to the arbitrarial
4 process to suggest that we cannot bring to the Arbitrator's
5 attention the impact of what the company has done -- the
6 work which cannot be performed in the course of a normal
7 workday by the employees who are held or bound to perform
8 such work.

9 This is a measure of their right to do -- to combine
10 their duties of one job with another.

11 We have a question concerning multiple directions.
12 There are a variety of quite relevant areas of inquiry,
13 to help us find out whether or not the company in its
14 exercise has somehow acted in a fashion which contravenes
15 the contract -- were limitations on the company's rights
16 spelled out in the contract?

17 MR. CROSS: Pure and simple. It is our position
18 that these are two other Grievances, neither of which is
19 before this Arbitrator.

20 THE ARBITRATOR: Well, the language of the
21 Grievance says, and I quote "The company violated the
22 contract ... by eliminating job classification ... and
23 improperly combining work involved with other job

1 classifications"

2 So that on the face of it, the Grievance seems to
3 complain that the company violated the contract: 1.
4 Improperly eliminating job classification; and, 2. Impro-
5 perly combining job classifications.

6 The Union is now, through the testimony of Mr. Crafts,
7 seeking to introduce evidence that the effect of the
8 elimination of job classification and combinations of job
9 classification is to create a problem of multiple super-
10 visors and unreasonable imposition of work duties on
11 employees.

12 I confess to a certain doubt as to the relevance
13 of this testimony, Mr. Domisick.

14 If the company has a clear contract right to elimi-
15 nate job classification and to combine job classification,
16 it would seem to me on the face of it the Union would
17 lose this Grievance; but the company's right to combine
18 job classification and to eliminate job classifications,
19 I would tend to think is kind of a different matter from
20 the company's right to put an employee in a position and
21 taking orders from a number of supervisors, and the
22 company's right to put an unreasonable burden on employees.

23 In short, why isn't Mr. Cross' argument correct?

1 Isn't the consequence of the elimination of the job
2 classification and the consequence of a combination of
3 job classification rather a different matter from the
4 administration of eliminated and combined job classifica-
5 tions?

6 MR. DOMISICK: Perhaps it was my fault for not
7 engaging in an opening argument or opening statement.

8 The company's right to eliminate and combine jobs is
9 indeed not free from doubt. In fact, more positively it's
10 severely restricted under the contract, is the Union's
11 view.

12 THE ARBITRATOR: The specific question raised
13 by the Grievance --

14 MR. DOMISICK: In addition, there are contract
15 limitations in the manner in which the company may combine
16 jobs even in situations where they have a contract right
17 to do so.

18 That brings into play -- at least it was our intention
19 by use of the words "Improperly combining work," to raise
20 the issue which is raised, for example --

21 I'll give you the citation. In Article IX, Section
22 1(b) of the contract -- that does involve questions con-
23 cerning in our view the amount of workload -- to use Mr.

1 Cross' phrase -- as well as other considerations.

2 THE ARBITRATOR: So, what you're saying is that
3 when the Union used the words "Improperly combining work
4 involved with other job classifications," your argument
5 is that the Union was concerned not simply with the combina-
6 tion as such but rather with the implications of the
7 combination.

8 So that you say the Grievance is really broad enough
9 to support the testimony?

10 MR. DOMISICK: Which is indeed the reason for
11 our using the words "Improperly combined."

12 If we had rested simply on the question of "Eliminat-
13 ing job classifications unjustifiably," we'd have a much
14 narrower issue to present.

15 THE ARBITRATOR: Well, the language is ambiguous
16 -- when you can combine classifications, you can eliminate
17 and combine, you could simply eliminate without combining.

18 You're saying the company has done both, but you're
19 going a step beyond that.

20 You're saying not only did the company eliminate job
21 classifications and improperly combine classifications,
22 but you're saying the Grievance includes the propriety of
23 the consideration in addition to what the daily results are.

1 MR. DOMISICK: To sort of generalize, indeed it
2 was our intent within this one Grievance -- and sensibly
3 so -- all of the issues emanating from the culmination of
4 the jobs, and contested the company's right to do so under
5 all of the circumstances of this particular case, rather
6 than to approach the resolution of the contract problems
7 on a piecemeal or case-by-case basis.

8 We are obviously dealing, with the number of exhibits
9 we're demonstrating, with a variety of jobs and the impact,
10 the musical chairs impact of that combination.

11 It must in our view be treated in a broad range of
12 criteria.

13 MR. CROSS: Mr. Arbitrator, how could we possi-
14 bly interpret the claim relative to "Eliminating" and
15 "Combining" to include the issue of multiple supervision
16 or some illegal workload, when the Grievance was filed on
17 6/25/73, before either occurred?

18 THE ARBITRATOR: I was going to ask that same
19 question.

20 In order to give -- well, you could give the Grievance
21 the interpretation that Mr. Domisick poses. The language
22 is certainly broad enough, ambiguous enough to include
23 both the acts of combining job classifications and the

1 impact.

2 But, given that the Grievance was filed on June the
3 25th, prior to any employees having been assigned to work
4 under the combined job classifications, I have difficulty
5 understanding how the Grievance would raise the issue of
6 impact of the combinations as distinguished from the legal
7 or the contractual right to combine.

8 MR. CROSS: I assure you, had they in fact
9 squarely raised these issues they're now trying to slip
10 under the tent provided by Joint Exhibit #2, our position
11 would have been: they were premature.

12 MR. DOMISICK: Of course, it's my recollection
13 the Union was furnished with a draft job description and
14 we were able to make estimates as to the impact on the
15 individual worker at a time clearly before the men were,
16 in fact, required to carry out these duties. But, our
17 foresightfulness should not be against us.

18 THE ARBITRATOR: Of course not, but let me ask
19 you this question -- I'm a little confused with what
20 actually is involved here.

21 Suppose I was to rule, Mr. Domisick, that the company:
22 A, had the right to eliminate job classifications; and,
23 B, had the right to combine job classifications.

1 Would it not then be necessary to inquire as to a
2 third matter under your theory of the case, namely, whether
3 the combination of job classifications was improper
4 because it placed an onerous and unfair burden on the
5 occupants of those newly combined job classifications?

6 MR. DOMISICK: I don't see any reason to separate
7 that from the decision to inquire of the lack thereof, or
8 the actual combination.

9 You're suggesting that the company should not be held
10 responsible because of its inability to foresee the out-
11 come -- in our view, the company is indeed bound to see
12 and to foresee the results of its actions.

13 THE ARBITRATOR: Perhaps I should have broken
14 my questions down separately.

15 The first is whether on the face of the Grievance,
16 particularly considering the date on which it was filed,
17 the Union may properly litigate the effect of the combina-
18 tion on employees as distinguished from the combination
19 itself.

20 And the second question is: what contract provision
21 deals with a limitation of management's rights to impose
22 unreasonable burden on employees in terms of the job
23 description?

1 It's one thing to say to employees: you have to do
2 these 2000 jobs each day -- I mean, you put that down in
3 writing -- but that doesn't mean anything if, in fact,
4 employees are not required as a practical matter to per-
5 form more than five tasks a day.

6 MR. DOMISICK: I think -- I'm sure I'm not pre-
7 pared to fully answer that questions, but I believe that
8 might more be fully amplified in a brief.

9 We do have, for example, a prior decision among the
10 parties which says, among other things, the right of
11 management to be here while unqualified is not unrestricted;
12 the Union correctly argued that other provision of the
13 article, Section 1(b) of Article IX, which limits manage-
14 ment's descretion in that area, etcetera, etcetera.

15 I think there are standards within the contract and
16 standards adjudicated in prior arbitrations which can
17 give us some guidelines in answering your questions.

18 THE ARBITRATOR: All right. Well, I think that
19 has been a very useful discussion.

20 I'm certainly not prepared at this point to exclude
21 evidence bearing on the impact -- and the reason I'm not
22 is really two-or three-fold:

23 First, although I have some reservations about the

1 breadth of the Grievance itself, Joint Exhibit 2, I think
2 this may be the kind of case in which you have to hear
3 the evidence before you can really understand the theory
4 of the case. And, to exclude this testimony would, as a
5 practical matter, deprive the Union of an opportunity to
6 spell out its theory of the case through the testimonial
7 evidence.

8 Secondly, notwithstanding my threshold doubts as to
9 the breadth of the Grievance, if there was ambiguity in
10 the language of the Grievance to permit us to put in this
11 evidence to demonstrate its theory of the case; and

12 My third consideration is that it may well be that
13 this is the kind of case in which events that have arisen
14 after the Grievance may tend to shed light on what occurred
15 at the time the Grievance was filed.

16 Now, that's a very gray area and I'm uncomfortable
17 with approaching it this way.

18 I guess what I'm saying is that I have just enough
19 doubt as to the Union's right to put in this post-Grievance
20 testimony, so I'll overrule the objection at this point
21 with the caveat that I've already indicated -- I have
22 doubts.

23 MR. CROSS: With all due respects, Mr. Arbitrator,

1 we came unprepared to try issues of multiple supervision
2 and issues of workloads, other than the one which we feel
3 is presented by the Grievance.

4 THE ARBITRATOR: Those issues are not really
5 here on the merits, as I understand it.

6 I take it Mr. Domisick's point is much more narrow,
7 as I understand it, and perhaps he should be responding
8 rather than I.

9 The Union's point is that the foreseeable and now
10 demonstrable consequence of eliminating certain classifica-
11 tions and combining certain others has been to create an
12 unmanageable and unreasonable situation for certain employees
13 who are now in these combined jobs.

14 He's saying that, in turn, bears upon the propriety
15 of the company's combination.

16 I take it you are not saying that you ought to order
17 the company to stop the problem of multiple supervision
18 or that I ought to deal with the problem of unreasonable
19 work burden on employees, but rather that these facts
20 which you will demonstrate through Mr. Crafts' testimony
21 will bear on the company's right to eliminate and combine
22 classifications in the first instance?

23 MR. DOMISICK: That's correct.

1 MR. CROSS: How do you explain the fact that
2 the job descriptions weren't presented to you until after
3 the filing of the Grievance, when you claim it was your
4 review of the job descriptions that made you feel there
5 was a workload issue?

6 MR. DOMISICK: I think it was my understanding
7 they were offered extemporaneously -- if I'm wrong --
8 that was my recollection. I wasn't representing more than
9 my recollection.

10 Q (By Mr. Domisick) Mr. Crafts, have you ever been informed
11 by a supervisor, or not, to relieve the baggers during
12 the shift?

13 A There has been several occasions where they told me not
14 to bother if there was a particular case where they were
15 going --

16 Q I'm not interested in a particular case.

17 Has there been an occasion when you were instructed
18 to do this?

19 A Yes.

20 Q In those situations, where you were instructed not to
21 relieve the baggers, did anyone relieve the baggers?

22 A Them particular times, I think he shut it down.

23 Q They shut what down?

1 A The bagger.

2 Q The machine?

3 A The machine, the bagger.

4 Q When the bagging machine is shut down, does that have an
5 impact on the workers on the process before the bagging
6 operation?

7 That is, if they stop the bagger, do they also have
8 to stop the production of the material itself?

9 A No -- except the dryer would have to probably shut down.

10 The dryer would possibly have to shut down if it
11 was down -- if the bagger was down any length of time,
12 the dryer would probably have to shut down.

13 MR. DOMISICK: I have no other questions.

14 Thank you, Mr. Crafts.

15 *****

16
17 CROSS EXAMINATION BY MR. CROSS

18 Q Mr. Crafts, are you saying that the E.P.A. job was the
19 only job that your seniority entitled you to under the
20 bumping procedure?

21 A If I wanted to stay in that department, I either had to
22 take that or an operator-helper, which was four levels
23 lower than that, and that was one level lower than mine.

1 Q Do you have any options in your department under your
2 seniority system?

3 A No.

4 Q As a matter of fact, does the E.P.A. do cleaning on
5 every shift, or just one shift?

6 A That is part of the job.

7 Q As a matter of fact, isn't it done just on the day shift?

8 A It is right now, because -- and, only part of it.

9 Our normal cleaning by the shift E.P.A. is not being
10 done by anybody, because we don't have time to do it.

11 Q When was the date you went on the E.P.A. job?

12 A That would be July 1st -- as soon as they shut down, I
13 went right from the dryer job to the E.P.A.

14 I can't give you the exact date, but when they shut
15 down I went right to the E.P.A. job.

16 Q Do you remember the dates of any of these conversations
17 with Gendron or Zaleski?

18 A The exact date, I might have -- but it was just about a
19 week before my qualifying time would have been up, so that
20 would be about seven weeks after I was on the job, approxi-
21 mately.

22 Q And you passed that qualifying time and you're still on
23 the job; is that correct?

1 A Well --

2 Q Are you still on the job?

3 A Yes, I'm still on the job.

4 Q Did you state that your supervisor, Mr. Gendron, spoke
5 to you on the first day of the job?

6 A That's right.

7 Q Did he discuss what your job responsibilities were on the
8 E.P.A. job?

9 A No, he never did -- except to give me an order about
10 bringing samples over.

11 Q He told you about bringing samples over, is that correct?

12 A That's right.

13 Q Do you know if the company assigned additional E.P.A.'s
14 on the day shift to do the cleaning work?

15 A They have an E.P.A. on days, yes; but, not to do my
16 cleaning.

17 Q But, do you know whether or not they assigned an additional
18 E.P.A. on the day shift?

19 A Yes, he did assign an E.P.A.

20 Q To pick up the cleaning work?

21 A He's listed as an E.P.A. man, like I am.

22 Q But he picked up the E.P.A. cleaning work on days?

23 A He's supposed to do some work, on days.

1 MR. CROSS: No further questions.

2 *****

3
4 REDIRECT EXAMINATION BY MR. DOMISICK

5 Q Does the E.P.A. on days, Mr. Crafts, do any work involving
6 the movement of pallets or the transportation of raw
7 materials?

8 A He does do some work on the raw materials on days, but he
9 does not move any pallets. Normally, the shift worker
10 moves all the pallets.

11 Q With respect to the cleaning duties of this E.P.A. on
12 days, does he do all of the cleaning?

13 For example, does he do all the cleaning that is
14 required which you indicated is cleaning the bagger conveyer,
15 sweeping the floor, removing rubbish and excess raw
16 material?

17 A No, he doesn't.

18 Q What type of cleaning does the E.P.A. on days do?

19 A From what I could observe, he does take out rubbish on
20 both floors and he does do some cleaning on the kettle
21 floor; but, I've never seen him do any cleaning in the
22 bagging area, except to remove rubbish out.

23 Q Does the removal of rubbish -- what percent of his time

1 that you've been able to observe does this E.P.A. on
2 days spend on rubbish removal?

3 A Well, I really can't honestly answer that question
4 because I don't really have too much time to observe
5 anybody.

6 MR. DOMISICK: I have no further questions.

7 MR. CROSS: I have no further questions.

8 THE ARBITRATOR: Thank you Mr. Crafts, you're
9 excused.

10 *****

11
12 FRANCIS LECLAIR, Witness

13 DIRECT EXAMINATION BY MR. DOMISICK

14
15 Q Will you give us your name and the town in which you
16 reside.

17 A Francis Ernest Leclair, Chief Steward Department 80,
18 Springfield, Mass.

19 Q How long have you been employed by the company?

20 A Over 18 years.

21 Q What is your current job occupation?

22 A E.P.A.

23 Q How long have you held that occupational title?

1 A I'd say around three or four years now.

2 Q In what building have you done E.P.A. work?

3 A 84.

4 Q For that entire period of time, three or four years?

5 A Yes.

6 Q Following the closedown or shutdown of Building 92, was
7 there any alteration in terms of the process or the
8 manufacturing carried out in 84 Building which was changed
9 so as to change your E.P.A. duties?

10 A Did you say prior to the shutdown or after the shutdown?

11 Q Following the shutdown, was there any impact on E.P.A.
12 duties as a result of this shutdown?

13 A Yes, transferring of stock, the stock control man's job.

14 Q Excluding that, just looking in terms of what formerly
15 you had been performing as an E.P.A. --

16 A Right.

17 Q -- was there any change at all as a result of the 92
18 Building shutdown?

19 A No.

20 Q Was the job description which was existing for your job
21 prior to the shutdown, marked as Joint Exhibit #13, an
22 accurate, however brief, description of your duties as an
23 E.P.A.?

1 THE ARBITRATOR: I'm sorry. Is the question
2 with Joint Exhibit 13: was or now is?

3 MR. DOMISICK: Was an accurate reflection of
4 your job duties?

5 THE ARBITRATOR: Before July 1?

6 MR. DOMISICK: Yes.

7 THE WITNESS: Yes.

8 Q (By Mr. Domisick) Have you had an opportunity to review
9 the draft or proposed job description for the E.P.A. which
10 the company has issued as a result of the 92 Building
11 shutdown?

12 A No, I haven't -- no.

13 Q Let me show you what has been marked as Joint Exhibit 13A
14 and ask you if you will review that.

15 (Pause in the proceedings.)

16 Q Prior to today, had you ever seen Joint Exhibit 13A?

17 A No.

18 Q At or around the time of the 92 Building shutdown, were you
19 informed that there were to be added to your job the duties
20 which had formerly been performed by another job classifica-
21 tion?

22 A Not really, not officially.

23 Q How did you learn of it, other than in an unofficial manner?

1 Q From the janitor -- he got all the information first-hand.

2 Q When do you recall having your first discussion with the
3 supervisor concerning the changes or additions to your
4 job duties?

5 A It was Mr. Mike Starr, when I heard the rumor.

6 Q Mr. Starr held what position at the time?

7 A The job that Mr. Ryan has right now -- not Mr. Ryan, I
8 take it back -- Mr. Paul Bureau.

9 I apologize -- Mr. Paul Bureau.

10 Q And what information did you obtain from Mr. Starr at that
11 time?

12 A Well, he told me roughly what the job was going to consist
13 of once 92 shut down; what he expected from the E.P.A. as
14 far as transferring of pallets --

15 Q What did he tell you about the existing duties of the
16 E.P.A.? Were they to be altered in any fashion?

17 A No, they were to remain as is.

18 Q And what was to be added to the E.P.A. job functions?

19 A Stock control man --

20 May I say something?

21 Q Sure.

22 A In my discussion with Mr. Starr-- this is the discussion
23 I had with him in the office -- what he said to me at that

1 time was that we're not asking the E.P.A.'s to do any more
2 than eight hours work.

3 I told Mr. Starr that based on the information he
4 gave me it was virtually impossible to do the amount of
5 work in that eight-hour period.

6 He said: if that was the case, then we would have to
7 look at the E.P.A. classification, the job classification.

8 Q What happened to your examinations -- did they prove out?

9 Have you been able to perform all of the E.P.A. and
10 the added S.C.M. duties?

11 A No, I couldn't.

12 Q Has the company, to your knowledge, re-examined the imposi-
13 tion of those duties on the E.P.A. Job description?

14 A No.

15 Q At some point following the 92 Building shutdown, were
16 you required to obtain a fork lift driver's license?

17 A Yes, I was.

18 Q Were you required to pass an examination as well?

19 A Yes, I was.

20 Q Were the consequences of your failure to pass either or
21 both of those tests explained to you?

22 A Yes, I talked to Dave Gendron and I talked to Paul
23 Kittredge, who was in charge of the test, and I asked him:

1 seeing as I'm in the classification already, what would
2 happen if I failed the physical or I failed the driving
3 test; and his answer to me was: "Well, I don't know. I
4 would rather not speculate on it."

5 Q Did you form an opinion in your own mind at that time
6 what the consequences would be?

7 MR. CROSS: I object.

8 THE ARBITRATOR: Sustained.

9 Q (By Mr. Domisick) Are employees who do not possess fork
10 lift driver's licenses allowed to operate fork lift trucks
11 in the performance of their duties?

12 A No, that's a direct violation of the Safety Department --
13 no.

14 Q Is it a requirement in order to obtain a fork lift driver's
15 license, among other things, that an employee pass an
16 eye examination conducted by the company?

17 A Yes.

18 THE ARBITRATOR: Who issues this license?

19 THE WITNESS: The Safety Department.

20 THE ARBITRATOR: The state or the company's?

21 THE WITNESS: The company's.

22 THE ARBITRATOR: I was not aware that the state
23 or anybody else issued a fork lift license.

1 THE WITNESS: The company issues it.

2 THE ARBITRATOR: It's a company license?

3 THE WITNESS: Yes.

4 Q (By Mr. Domisick) And on what crew do you work?

5 A Dog Crew -- D.

6 Q To your knowledge were the E.P.A.'s on the remaining two
7 crews also required to pass an eye examination and fork
8 lift driver's examination or test?

9 A Yes.

10 Q Subsequent to your passing the examinations, have you
11 been required to use a fork lift?

12 A Oh, yes -- I could practice driving, I could not move
13 material.

14 What they made me do is go out in the field, in the
15 back where all the pallets are, and pull pallets off, pull
16 them down, and take some more and put them on top and move
17 them back onto the stacks -- but, not handle any material
18 at all, just pallets.

19 Q After you received your license, to what use have you put
20 it?

21 A To great use.

22 Q Doing what?

23 A Transferring pallets, raw materials --

1 Q Can you tell us at this point if there is a range or
2 figure, or more specifically than a range, the number of
3 hours in a normal work week of 40 hours that you use the
4 fork lift truck?

5 A In a normal work week?

6 Q Yes.

7 A Do you want amount of hours or percentage?

8 Q Amount of hours or percentage, or whatever you feel more
9 comfortable with.

10 A I'd say almost 90 percent.

11 Q Before the closedown of 92 Building, who was the employee
12 in 84 Building who performed the work which you now find
13 yourself doing, and using the fork lift truck?

14 A Well, there would have been --

15 Prior to the shutdown?

16 Q Yes.

17 A That would have been the stock control man who was on D
18 Crew at that time.

19 Q Prior to shutdown, I understand there was an S.C.M. on
20 each of the crews?

21 A On the four crews.

22 Q What has been the impact since the shutdown of your using
23 the fork lift truck, as you've told us, about 90 percent

1 of the time?

2 A Mainly transfer.

3 Q I'm sorry -- what is the impact on your E.P.A. duties?

4 A Well, it's really less -- in other words, I can't fulfill
5 most of the duties that I normally perform.

6 Q Is that work still there to be performed?

7 A Definitely.

8 Q Is anyone other than yourself on your crew performing it?

9 A No -- I want to retract that.

10 I'll have to say yes, because the pool people that
11 are assigned over in the department, they're assigned
12 probably two or three E.P.A.'s in 84 Building who would
13 be doing my job, such as sometimes delivering samples if
14 I can't take them up. If I'm busy, they will deliver the
15 samples because they're being paid the E.P.A. rate.

16 Q Now, prior to the shutdown of 92 Building, were employees
17 from the labor pool utilized as fill-in E.P.A.'s?

18 A Extra help, yes.

19 Q On what type of basis, that is, in a normal week, any
20 period of time you feel comfortable with -- what was the
21 number of labor pool people who came in as extra help for
22 E.P.A.'s?

23 A I would say at least two extra E.P.A.'s would be assigned

1 for the whole week.

2 Q This was before the shutdown?

3 A Before the shutdown?

4 Q Yes.

5 A No, not before the shutdown; this was after the shutdown --
6 I'm sorry.

7 Q After the shutdown, we've had approximately two per week?

8 A Yes.

9 Q On a full time basis, week-by-week basis?

10 A Yes, week-by-week -- we've had as many as five.

11 Q Prior to the shutdown, what was the utilization of the
12 labor pool for extra help for E.P.A.'s?

13 A Not too much, hardly any -- mostly in 88 Building, as
14 operator-helpers.

15 Q When the labor pool employees are now utilized as extra
16 help in 84 Building, what duties do they perform?

17 A Housekeeping -- and if they have a license, maybe they're
18 asked to drive a truck.

19 Or, if there is, say, a vacancy in a bagger, they'll
20 throw a pool man on that.

21 Q Are the duties that the labor pool employees do when they
22 are sent into 84 Building now -- are these duties which
23 fall within the job description of an E.P.A.?

1 A Yes.

2 Q Have you ever had discussions with supervisors concerning
3 the use of these labor pool employees?

4 A Only if they were working out of the job classification.

5 Q Can you explain that more fully to me?

6 A Well, let's say that they have a pool man in there, E.P.A.
7 -- right? And, they want him, let's say, to work with the
8 kettle operators, you know, something like that. 90 per-
9 cent of the time they will be doing their own job.

10 Q How do we know? When you say their job, you mean an E.P.A.
11 job?

12 A Yes.

13 Q How do we know that?

14 A They normally request it by supervision -- say, for next
15 week we want two on each crew for 84 Building -- and then
16 probably have some others assigned to 88 Building.

17 Q When you used the figure before, in prior testimony, of
18 two per week approximately since the 92 shutdown, do you
19 mean two per crew per week?

20 A That's right, two per crew per week, and as many as five
21 on days.

22 Q This has been going on since approximately when?

23 A I'd say after the first layoff.

1 That was what? Shortly after that -- the first of
2 July?

3 MR. NATARIO: I can't answer. He won't let
4 me answer.

5 Q (By Mr. Domisick) Was it sometime in the month of July?

6 A Yes, we had excess people in the plant.

7 Q Has the company since the 92 Building shutdown posted for
8 additional permanent or full time E.P.A.'s?

9 A No.

10 Q In your opinion, is there a need of additional E.P.A.'s
11 on the crews?

12 MR. CROSS: I object.

13 THE ARBITRATOR: Sustained.

14 Q (By Mr. Domisick) Is the company still, as of today,
15 using labor pool employees on E.P.A. jobs?

16 A Yes.

17 Q What is the reason, if you know, why labor pool employees
18 are being brought in on a week-by-week basis to perform
19 E.P.A. duties?

20 A Well, they're excess, really. I mean, the company has
21 this shift pool where they have excess people to put them
22 in, and then they assign them to various departments on
23 request.

1 Q Why are they being requested?

2 A For housekeeping -- or if, we'll say an E.P.A. is out on
3 days, say the 3:00 to 11:00 shift, he goes home and he
4 isn't coming in, if there is a pool man with a driver's
5 license, a qualified E.P.A. man, they'll bring him over
6 to fill a vacancy.

7 Q With the exception of bringing him over to cover actual
8 absenteeism, have they been brought in in circumstances
9 where, in fact, the E.P.A. has been present, has been
10 working?

11 A Yes.

12 Q What is the reason for that?

13 A Well, the place could be a mess, for one thing; there may
14 be an inspection coming up and they want to get -- you
15 know -- and they bring them in on a housekeeping basis.

16 THE ARBITRATOR: You're saying that the labor
17 pool people are being called in to do housekeeping work
18 that otherwise wouldn't be done by the regular assigned
19 E.P.A.'s?

20 THE WITNESS: That's right.

21 Q (By Mr. Domisick) It would not be done by the E.P.A.'s
22 for what reason?

23 A They don't have time to do it.

1 Q Can the company avoid its obligation under the contract --
2 (unintelligible)

3 THE ARBITRATOR: The question the reporter
4 didn't hear is objectionable, and the objection is sus-
5 tained.

6 Q (By Mr. Domisick) Have you been informed by supervision
7 to concentrate on only certain aspects of the E.P.A.
8 duties as revised?

9 A You bet, yes.

10 Q By whom?

11 A By Mr. Dave Gendron, by Mr. Ed Scully (Phonetic), Mr. Ed
12 Burton, and Mr. Don Moorehouse, who is the shift foreman
13 on D Crew.

14 Q Can you tell us the sum or substance of those conversations
15 to the extent they differ? Would you make it clear who
16 the speaker is?

17 A Take Mr. Moorehouse, my shift foreman -- we are running
18 R-10-69, which is a real good product --

19 THE ARBITRATOR: Are you saying "Our" or the
20 letter R?

21 THE WITNESS: The letter R -- which involves
22 quite an operation.

23 First of all, you have to make up boxes, then you

1 have to put them on a pallet; then, you have to bring them
2 over into 84 Building, then you put them on a scale, and
3 this -- all of this off-grade material goes in there, and
4 when it hits 900 pounds then you have to pull that off,
5 bring it to 88 Warehouse, band it.

6 But, before you do all this, you have to get another
7 box to put down on the scale -- anyway, I'm trying to give
8 you a general idea what's going on.

9 I was so busy one day making boxes, transferring
10 pallets, that there were three or four boxes in the ware-
11 house that he insisted I band. I told him I didn't have
12 the time, I was occupied. I had to go up and make an
13 E-3, which is -- it's part of my job -- and he told me at
14 that time to forget the E-3 and start banding the boxes
15 and transfer them in to the warehouse.

16 I told Mr. Moorehouse right then and there, "You
17 might as well give me a verbal warning for doing my job.
18 I'm going up to make this E-3." I wasn't about to shaft
19 the incoming E.P.A., because he would have to go up and
20 make it -- because they only allow an hour to an hour and
21 a half in which they can use this E-3, so it had to be
22 made up in a certain time.

23 THE ARBITRATOR: But the answer to Mr. Domisick's

1 question as to whether anybody ever told you to concentrate
2 on one aspect of your job, your example is on this occasion
3 Mr. Moorehouse told you not to make up the E-3's but
4 rather to concentrate on moving pallets and boxes?

5 THE WITNESS: Yes.

6 Q (By Mr. Domisick) Have there been other occurrences with
7 the other-named supervisors from which you have received
8 essentially similar instructions, that is, to concentrate
9 on one part of your job as opposed --

10 A Yes, many times.

11 Q On each of those occasions, have the duties you have been
12 told to concentrate on, were those formerly performed by
13 the S.C.M.'s?

14 A Will you repeat that?

15 Q When you were told to concentrate on certain duties by
16 the supervisors, were you told to concentrate on the duties
17 -- I'll call it added duties -- the S.C.M. duties?

18 A Yes.

19 Q What is the impact on the incoming shift E.P.A.'s when
20 you are informed to concentrate on what had been S.C.M.
21 duties? What effect does that have on the performance of
22 the E.P.A. coming on the shift?

23 A Well, the famous question is: how many pallets in the

1 warehouse? They want to know how many are left.

2 Due to the fact of not being able to fulfill it --

3 Q Can you explain that more fully to us?

4 A Let's say I was busy, or let's say I was at a Grievance
5 meeting. The first thing the E.P.A. on the incoming crew
6 would say to me -- I'm in good shape -- how many pallets
7 left in the warehouse? I say, "Not empty -- 14 --"

8 Q Why is that important to your relief?

9 A They want to know what the general condition of the ware-
10 house itself is, because there is not that much room in
11 that warehouse.

12 Q I'm still not sure it's clear.

13 What are the alternatives you can answer him? For
14 example, 14 would indicate what? The warehouse is crowded?

15 A Yes, the warehouse is crowded -- well, yes, it's crowded.

16 Q What would that mean to the incoming E.P.A.?

17 A He would have to jump on his truck right away to get some
18 of the pallets out.

19 Q When he moved them from the warehouse, where would he
20 have to move them to?

21 A 89 Warehouse.

22 Q Those are really the S.C.M. duties?

23 A Yes.

1 Q So as the job has been revised, I take it -- well, I'll
2 withdraw that question.

3 Have you been threatened with discipline for failing
4 to keep up with your E.P.A. duties?

5 A No.

6 Q Have you been threatened with discipline for failing to
7 keep up with your S.C.M. duties?

8 A I've been talked to.

9 THE ARBITRATOR: You're now distinguishing
10 between E.P.A. duties before July 1, '73, and E.P.A.
11 duties after July 1, '73?

12 MR. DOMISICK: I'm trying to find the sources,
13 for convenience.

14 THE ARBITRATOR: I don't understand this dis-
15 tinction. I mean, if they're all now E.P.A. duties, pur-
16 suant to Joint 13A, then he has been warned or talked to
17 -- he would have been warned or talked to for not perform-
18 ing E.P.A. duties.

19 Q (By Mr. Domisick) Has Joint Exhibit 13A, the revised
20 description you have been furnished, been agreed to between
21 the parties?

22 A This, I don't know. This is job evaluations.

23 THE ARBITRATOR: Job descriptions, I think. It

1 says "Draft" at the top.

2 Q (By Mr. Domisick) Would you be able to go through 13A
3 and indicate to us from its text what are the added duties,
4 the duties added to your E.P.A. job following the 92 Build-
5 ing shutdown?

6 THE ARBITRATOR: Are you asking what's new in
7 13A that's not on 13?

8 MR. CROSS: The documents speak for themselves.

9 THE ARBITRATOR: I think so too. I'd be delighted
10 to have Mr. Leclair do that for us but it really takes up
11 time, and if this is the comparison you want to make --

12 MR. DOMISICK: I thought it would be simpler
13 for one person to do it than three of us to do it.

14 THE ARBITRATOR: Presumably, you can do that in
15 your brief.

16 Assuming Mr. Leclair is not prepared to do it as we
17 would do it, word-for-word, line-for-line --

18 Are you prepared?

19 THE WITNESS: Anytime.

20 THE ARBITRATOR: But, you hadn't seen this
21 document before today -- 13A?

22 THE WITNESS: No.

23 Q (By Mr. Domisick) Have you been informed or advised not

1 to relieve a bagger?

2 A Yes, I have.

3 Q When you have been informed not to relieve him, has any-
4 one relieved him?

5 A I did. I relieved the bagger -- it's my job.

6 Q Despite being informed not to do so?

7 A That's right.

8 Q From whom did you receive that instruction?

9 A Mr. Ed Scully.

10 Q Do you recall when that was? If you don't --

11 A I'd have to say it was shortly after this transition
12 period.

13 Q Why did you relieve him despite Mr. Scully's instructions
14 not to?

15 A Because I wanted to fulfill my job description. It
16 states on my job description that I will relieve the baggers.

17 Q Were you disciplined for doing that?

18 A No, I wasn't.

19 Q What did Mr. Scully want you to do in the period of time
20 that you were not to relieve the bagger?

21 A Transfer pallets.

22 Q That portion of your time which is not spent material
23 handling, now, doing the S.C.M. work, which of the E.P.A.

1 duties do you find yourself performing?

2 A When I'm not transferring pallets?

3 Q Right.

4 A I could be making E-3's; I could be cleaning part of the
5 utility warehouse -- what I mean is, the kettle operators
6 use up neofat bags; or, I could be bringing samples to the
7 laboratory, that is, on occasions I'd be transferring.
8 They would have a rough seed sample which has a bearing
9 on what we're making, and they tell me to get off the
10 truck and bring in samples.

11 On numerous occasions I've asked them to make up
12 their minds what they wanted me to do.

13 Sometimes I'd bring samples and they'd tell me not to
14 do it.

15 Q Mr. Crafts has explained that he has received multiple
16 instructions from supervisors.

17 I take it from the comments you've just made that you
18 have suffered through the same?

19 A I have, but not to the extent that Don. Crafts went through.

20 Because, when I went on the job three or four years
21 ago, like I say, the foreman trained me on the job.
22 Actually, my job was never clearly explained to me but,
23 more or less, they would pass it off to the lead operator

1 who, in turn, fathered me.

2 MR. DOMISICK: I have no other questions.

3 MR. CROSS: No questions.

4 THE ARBITRATOR: Thank you, Mr. Leclair. You're
5 excused.

6 (The luncheon recess was held.)

7 *****

8
9 (Afternoon session)

10 FRANCIS LECLAIR (Resumed)

11 DIRECT EXAMINATION BY MR. DOMISICK (Cont'd)

12
13 Q Ernie, in the past when the S.C.M. in Building 84 had
14 been absent or was absent, by whom, if anyone, was he re-
15 placed?

16 A By another S.C.M.

17 Q Again, prior to the closing of 92 Building, what is your
18 recollection of the average number of hours in a workday
19 or workweek that you, as an E.P.A., spent carrying out th
20 cleaning functions of your job?

21 A The average hours in a day on the cleaning?

22 Q Yes -- or an average week or percentage, whatever is com-
23 fortable for you.

1 A I would say anywhere from three to four hours cleaning.
2 That building is really a dirty area, dusty --

3 MR. DOMISICK: I have no further questions.

4 *****

5
6 CROSS EXAMINATION BY MR. CROSS

7 Q Roughly, how many hours a day would you say you would
8 average out in cleaning, now?

9 A Right now?

10 Q Yes.

11 A I don't do anything.

12 Q You don't do any cleaning?

13 A No -- the only cleaning I do is if I spill a pallet, or
14 something --

15 Q But, you don't do any cleaning now?

16 A No.

17 MR. CROSS: No further questions.

18 MR. DOMISICK: I'd like to call Carl Kelley.

19
20 *****

1 CARL KELLEY, Witness

2 DIRECT EXAMINATION BY MR. DOMISICK

3
4 Q Would you give the Arbitrator your name and the town in
5 which you reside.

6 A Carl Kelley, Ludlow, Mass.

7 Q North or south?

8 A South Ludlow.

9 Q How long have you been employed by Monsanto?

10 A A little over 18 years.

11 Q What is your present classification?

12 A Control kettle operator, 88 Building.

13 Q How long have you been in that classification?

14 A Somewhere around five or six years.

15 Q How much of that time in 88 Building?

16 A All of it in 88 Building.

17 Q Following the close of 92 Building, with respect to your
18 duties as a control kettle operator, was there any change
19 in your performance of those duties?

20 A Yes.

21 Q Briefly, can you describe the change?

22 A I was given the complete drying operations of 88 Building
23 and also the remaining duties of the control kettle operator

1 that was left from 92 Building which involved -- on the
2 tank farm we have a VCH tank farm, which is located
3 approximately 500 yards from my building, where we, if we
4 run into any troubles, this tank farm -- I must go out,
5 switch tanks and pump in monomer from the tank farm,
6 virgin monomer.

7 This is the duty that I picked up from the 92 Build-
8 ing control operator when they done away with 92 Building.

9 Q So, with respect to the effect of the 92 Building shutdown,
10 you picked up dryer operator duties in 88 Building and
11 the remaining C.K.O. duties from --

12 A All of the 88 Building, I picked them up.

13 Q Excluding those two areas, did the 92 shutdown affect your
14 job performance as a C.K.O. operator, your C.K.O. duties?

15 A I don't know what you mean. Did the change --

16 Q Did your duties remain unchanged as kettle operator in
17 88 Building?

18 A Well, let me put it this way: none of my equipment was
19 changed, none of my duties was changed. It was only added
20 to.

21 Q Is this the first time that you've had duties added to
22 your C.K.O. job?

23 A No.

1 Q When was the next most recent time?

2 A Around April 1st or April 15th of 1972.

3 Q Did this involve the addition of solvent operator duties?

4 A Yes, it did. I picked up around 75 to 80 percent of the
5 solvent operator's duties.

6 Q That was subsequently arbitrated, was it not?

7 A Yes, it was.

8 Q Before the shutdown, was there a dryer operator in 88
9 Building?

10 A Yes, there has always been a dryer operator who just run
11 the dryers.

12 Q He operated how many dryers in 88 Building?

13 A Well, at one time he operated two dryers; and then, around
14 12 years ago they came in with what they call a flash
15 dryer, which is what we classify as a dryer in front of a
16 dryer. So, he was -- at that time, he would operate #1
17 dryer periodically and operate #2 dryer, which is the
18 flash dryer, and the regular rotary dryer all the time --
19 and, its capacity is greater than all the other three
20 dryers in the department.

21 Q Where were the other dryers?

22 A There were two dryers in 92 Building.

23 Q On your crew in 88 Building, there was only one dryer

1 operator per crew?

2 A Always one dryer operator per crew.

3 Q And on your crew, who was that dryer operator?

4 A Mr. Donald Crafts, for many years.

5 Q How long, to your recollection -- how long had he stayed
6 in Building 88? How long was he the dryer operator in
7 Building 88?

8 A When I first started with Monsanto in '55, we had 86 and
9 88 Building. At that time, Mr. Crafts was in 88 Building.

10 When we shutdown, he came to B Crew.

11 Q Would it be fair to say that your answer to that was since
12 1956?

13 A Most of the time. Once in awhile, he would go to 92
14 Building, but I'd say since 1956 Donald spent 80 percent
15 of his time in 88 Building.

16 Q Following the shutdown of 92 and the addition of these
17 dryer operators and S.K.O. duties from Building 92, have
18 you been performing all of the duties which have now been
19 assigned to you?

20 A Yes, all that I can perform.

21 Q Are you performing the dryer operator functions any
22 differently than Mr. Crafts performed them in the years
23 that he was dryer operator in 88 Building?

1 A Yes. As I stated before, up until around maybe one or
2 two years ago, maybe three years ago, I don't think they
3 run #1 dryer -- not in the last three years, hardly.

4 Q And you were continuing in that pattern of not running
5 #1?

6 A That's right. We run all the equipment that Donald was
7 running in the last three years.

8 Q During that three-year period, did he work exclusively as
9 the dryer operator in your crew in 88 Building?

10 A Yes, he only took these directions from the foreman -- he
11 had nothing to do with the kettle floor personnel.

12 Q There is nothing different from the way he did the job
13 as the way you do the job?

14 A Nothing -- not even the change of a button.

15 Q Except, you are the kettle operator?

16 A And a solvent operator.

17 MR. DOMISICK: I have no other questions. Thank
18 you.

19 MR. CROSS: No questions.

20 THE ARBITRATOR: Thank you, Mr. Kelley.

21 MR. DOMISICK: In an effort to expedite this,
22 can we get an agreement to enter this, or will you stipu-
23 late to its authenticity?

1 MR. CROSS: I'll stipulate that it's authentic.

2 MR. DOMISICK: Do you have any objection if I
3 offer it into evidence?

4 MR. CROSS: No objection.

5 Do you have a copy of that?

6 MR. DOMISICK: Unfortunately, I do not.

7 I'll have to beg your indulgence as I did to Exhibit
8 #1 and Exhibit 2.

9 Offering into evidence Union Exhibit #3, a notice
10 from the company, dated June 18, 1973, to Department 80
11 personnel, which reveals the reduction in force which, in
12 fact, thereafter took place.

13 I would like the opportunity to withdraw it for the
14 purpose of making duplicates, thereafter furnishing those
15 to the arbitrator and to the company.

16 THE ARBITRATOR: All right. Without objection,
17 I'll receive Union Exhibit #3, and the Union may keep the
18 original for purposes of making copies.

19 (Union Exhibit 3.)

20 MR. DOMISICK: Subject to its right to rebuttal,
21 the Union has no further testimony or evidence to present
22 at this time.

23 MR. CROSS: Does the Union rest?

1 THE ARBITRATOR: Subject to rebuttal, the Union
2 rests.

3 (Union rests.)

4 THE ARBITRATOR: Mr. Cross, is the company ready
5 to proceed or do you want a brief recess?

6 MR. CROSS: The company is ready to proceed.

7 Mr. Belschwender --

8 *****
9

10 JOHN R. BELSCHWENDER, Resumed

11 DIRECT EXAMINATION BY MR. CROSS
12

13 Q State your name, please.

14 A John R. Belschwender.

15 Q You're the same John R. Belschwender that previously testi-
16 fied?

17 A I am.

18 Q Mr. Belschwender, what is the nature of the company's
19 manufacturing activity at the Springfield plant?

20 A At the Springfield plant, the company manufactures a variety
21 of plastic raw materials generally for use by -- for further
22 use by other processors, other companies.

23 Q Such processes as what?

1 A They make the raw material for molders, for the manufactur-
2 ers of automobile window glass, for insulating vendors --
3 this type of thing.

4 Q At the time in question, approximately how many employees
5 were working in the production bargaining unit?

6 A About 1100.

7 Q I hand you now what has been marked company's Exhibit 1,
8 and ask you if that is a true and accurate representation
9 of the company's Springfield manufacturing facility?

10 A It is.

11 (Company's Exhibit 1 for identifica-
tion.)

12 Q Are there designated there on the buildings that have
13 been previously referred to in this proceeding, by number?

14 A There are.

15 MR. CROSS: The company offers its Exhibit #1.

16 MR. DOMISICK: No objection.

17 THE ARBITRATOR: It's received.

18 (Company's Exhibit #1)

19 Q Now, the buildings directly in question in this proceeding
20 are Buildings 92, 88, 84, and 85; is that correct?

21 A That's correct.

22 Q Approximately how far is Building 92 from Building 88?

23 A I would say 30 to 40 feet.

1 THE ARBITRATOR: Just a minute. I'm trying to
2 find them on this exhibit..

3 MR. CROSS: The lower left hand corner.

4 (The last question and answer were
5 read.)

6 Q (By Mr. Cross) What was the basic material made at the
7 time in question, in Buildings 92 and 88?

8 A Polyvinylchloride resin.

9 THE ARBITRATOR: Are you saying both buildings
10 made that product?

11 THE WITNESS: Yes.

12 Q (By Mr. Cross) Is it sometimes referred to as PVC resin?

13 A It is.

14 Q At the time in question, what shifts was the company
15 running?

16 A The operation was run on a continuous basis with four
17 crews operating around the clock, six days on, two days
18 off, plus, of course, some day people.

19 Q What kinds of resin, if any, was made in Building 84?

20 A It was called paste.

21 Q What, if anything, was done at this time in Building 85?

22 A Building 85 was a processing facility whereby the resin
23 was taken and processed further, blended, mixed, calendered,
compounded --

1 Q Mr. Belschwender, there has been some testimony relative
2 to certain kinds of ocular tests and balance tests.

3 Would you please tell the Arbitrator what these tests
4 are and what they're for?

5 A The tests referred to are given to those who are about to
6 be qualified as drivers, lift truck drivers, and they have
7 been given for several years.

8 Q Who gives them?

9 A The Safety Department and the plant physician.

10 Q Let me direct your attention to the Spring of 1972 and
11 ask you what, in general, was the situation relative to
12 your PVC operations at that time?

13 A The PVC operations have been in a poor business position
14 for some time and were at the time, this Spring of '72.

15 THE ARBITRATOR: What do you mean "A poor busi-
16 ness condition"? You mean there was no market or overrun
17 by competition?

18 THE WITNESS: We were in a poor competitive
19 position.

20 Q (By Mr. Cross) What, if anything, did the company do at
21 about this time in response to this situation?

22 A In response specifically to a quality problem which we felt
23 was hampering us with our competitors, the company eliminated

1 the occupation of solvent operator.

2 First, however, it changed the solvent cleaning sys-
3 tem -- improved it -- in an attempt to improve product
4 quality.

5 Q Now, in what buildings did the solvent operator occupation
6 work prior to the time that the job ceased to exist?

7 A 92 and 88.

8 Q What did you say the company's action was relative to the
9 solvent operator?

10 A We eliminated -- we took all the employees out of the
11 solvent operator occupation and parcelled out the remain-
12 ing duties to remaining occupations.

13 Q Did the Union grieve this elimination?

14 A They did.

15 Q I hand you now company's Exhibit 2 and ask you if this is
16 the Grievance which the Union filed at that time, relative
17 to the action taken with respect to the occupation solvent
18 operator?

19 A . It is.

20 (Company's Exhibit 2 for identifi-
21 cation.)

22 MR. CROSS: The company offers its Exhibit 2.

23 MR. DOMISICK: No objection.

1 THE ARBITRATOR: It is received.

2 (Company's Exhibit 2.)

3 Q Did the Grievance represented by Company's Exhibit 2 go
4 to arbitration?

5 A It did.

6 Q Was the case decided?

7 A Yes.

8 Q I hand you now what has been identified as company's
9 Exhibit 3, and ask you what that is?

10 A This is the decision and award of the Arbitrator in that
11 case.

12 (Company's Exhibit #3 for identifi-
13 cation.)

14 MR. CROSS: The company offers its Exhibit 3.

15 MR. DOMISICK: I have no objection to its
16 introduction into evidence.

17 THE ARBITRATOR: All right. Without objection,
18 Company's 3 will be received.

19 (Company's Exhibit #3.)

20 Q (By Mr. Cross) Let me direct your attention to February,
21 1973, and ask you if the company's position relative to
22 the PVC operations was any different as of this time?

23 A Yes. On February 2, the company announced that it was
significantly modifying its PVC operations.

1 Q What, in fact, had occurred that it announced on or about
2 such date?

3 A On that date, the company announced that it was to shutdown
4 85 Building, to shutdown 92 Building for renovation, for
5 the possible manufacture of a new product; that some of
6 the vinyl technology would be sold to the Borden Company
7 and that the output from Buildings 88 and 84 would be
8 sold to the Borden Company.

9 Q Was this announced to the Union?

10 A It was.

11 Q And, was it announced on that date you just identified?

12 A Yes.

13 Q To whom was it announced?

14 A It was announced to the Union president and vice president,
15 and some members of the negotiating committee who were
16 there at their request.

17 Q Was it thereafter announced to the public?

18 A It was.

19 Q Did, in fact, 85 Building eventually shut down?

20 A Yes.

21 Q Approximately when, if you know?

22 A Approximately June 30th.

23 Q Why did it shut down?

1 A. Simply because the company had decided not to continue in
2 that phase of the vinyl business.

3 Q Did 92 Building eventually shut down?

4 A It did.

5 Q When?

6 A Approximately June 30th.

7 Q Why did it shut down?

8 A For renovation, for the production of another product.

9 Q I will now hand you what has been identified as Joint
10 Exhibit #3.

11 I ask you if that represents the manning of the
12 affected operations in the buildings in question, prior
13 to the time you have just described?

14 A It does.

15 MR. CROSS: I have no further questions of this
16 witness.

17 I do intend to recall him later in the interest of
18 continuity.

19 MR. DOMISICK: Based upon your representation
20 that he will be recalled, I won't cross examine at this
21 time.

22 THE ARBITRATOR: Do you wish to cross examine
23 about the testimony he has just given?

1 Because, I take it it's Mr. Cross' purpose to excuse
2 him now and call somebody else, and recall him subsequent-
3 ly.

4 MR. CROSS: I certainly wouldn't object if Mr.
5 Domisick wants to question on this part of his testimony.

6 THE ARBITRATOR: I won't hold you to it. If you
7 want to take your crack at him all at one time -- or, do
8 you want to break it up?

9 MR. DOMISICK: I don't see that I have anything
10 to cross examine him on.

11 MR. CROSS: Mr. Laakso --

12 *****

13
14 ALBERT V. LAAKSO, Witness

15 DIRECT EXAMINATION BY MR. CROSS

16
17 Q Would you state your name, please.

18 A Albert V. Laakso.

19 Q Do you have a position with the company?

20 A I do.

21 Q What is that position?

22 A Operating Superintendent, Lustrex Polystyrene Processing.

23 Q How long have you been with the company?

1 A Nine years.

2 Q What is your address, Mr. Laakso?

3 A 91 Lincoln Road, Longmeadow, Mass.

4 Q What was your occupation with the company at the time in
5 question, Mr. Laakso?

6 A Operating superintendent PVC Polymerization.

7 Q Are you familiar with the changes in methods which resulted
8 from the shutdown of 85 Building and 92 Building?

9 A I am.

10 Q Would you describe for the Arbitrator what happened in that
11 regard?

12 A Okay. Basically, there were three major changes that came
13 about:

14 First of all, 92 Building was to be shut down in its
15 entirety. This meant that the 25 operators working in 92
16 Building were to be completely without any work in this
17 building, which was subsequently to lead to a reduction in
18 the work force.

19 Secondly, as a result of the Borden contract, our
20 output of PVC Homopolymer resin was going to be confined to
21 one product in contrast to the six products that we pre-
22 viously made on a routine basis in buildings 88 and 92.

23 Thirdly, all of our output from our remaining operation

1 in 88 Building was to be supplied to our customer, Borden,
2 in the form of bulk trucks and bulk rail cars.

3 Now as a result of these three basic changes, there
4 were many sub-factors involved having an impact on our
5 operation in this area.

6 Q What were these?

7 A Well, first of all, to look at the single-product concept,
8 as I indicated, we formerly produced half a dozen products;
9 we were going to produce one product called Opalon 660.

10 Q Would you spell Opalon, please?

11 A O-p-a-l-o-n -- it's a Monsanto trademark.

12 THE ARBITRATOR: 660?

13 THE WITNESS: 660.

14 Q (By Mr. Cross) Carry on.

15 A So as a result of making one product, this was going to
16 make life considerably easier, starting with the clerical
17 force that used to schedule our resin operations, that no
18 longer would there be a multiple product line to schedule
19 -- we'd run full out on one product.

20 The result of running on one product meant a simpli-
21 fication of our standard operating conditions on the
22 kettle floor through the processing operations downstream,
23 including the drying operations, making it easier from the

1 standpoint of storing the finished product that we produced,
2 this single product 660.

3 To continue, to go on: as a result of the 92 Building
4 shutdown, this was going to result in the curtailment of
5 Polymerization operations in eight polymer kettles, com-
6 pared to the 14 active kettles that we previously used to
7 operate.

8 Now, the result of this shutdown meant that certain
9 occupations such as operator-helper, which formerly was
10 a shared occupation between two buildings, 88 and 92, was
11 roughly going to have his workload reduced, say, 60
12 percent, since we were cutting down eight out of fourteen
13 polymer kettles.

14 In addition, while I'm talking about the operator-
15 helper: one of the products we produced in 92 Building
16 was Opalon 740, an impact type resin used for captive com-
17 pounding, at 85 Building. This resin used a special raw
18 material, a rubber type product, which we received in the
19 plant in boxes. And the result of the curtailment of this
20 operation meant that we would no longer have to have an
21 operator-helper in full time attendance in 92 Building as
22 we had done in the past. This would be handled either by
23 asking an operator-helper to work on overtime for the

1 extra workload, or by bringing in a man from the shift
2 pool to work in the operator-helper occupation.

3 The extra work that this man did at the time was to
4 cut open 21 boxes of rubber, place them on a work platform
5 cart, transfer them to the kettle to be charged, help the
6 kettle operator or charge the rubber into the kettle, and,
7 subsequently, to dispose of the boxes.

8 Other occupations that were shared in 88 and 92,
9 were the packaging operator, who handled the output from
10 both buildings, 88 and 92.

11 As a result of the shutdown of 92, our output was
12 being reduced some 60 percent. Furthermore, since all of
13 our output was going to be in the form of bulk product,
14 it meant the elimination of the operation of two important
15 pieces of equipment that he operated, the so-called
16 Vredomatic, the Vredomatic Packaging Machine and the
17 Lamson Palletizer.

18 This operation is performed by the packaging operator
19 in order to pack out our PVC resin which at this point
20 was in solid free-flowing form into 50-pound bags, and
21 then to palletize on a 2000 pound wooden pallet, which
22 was subsequently transferred to the warehouse.

23 While talking about the pallets we were making, it

1 brings up another change, that of another shared occupa-
2 tion in the building was the stock control man.

3 The stock control man formerly used to transfer of
4 pallets of finished product from 92 Warehouse -- excuse
5 me -- 92 Warehouse to 89 Storage Warehouse. This work
6 was completely eliminated.

7 Also with regard to pallets, this also involved a
8 reduction in workload for one of our occupations, a general
9 laborer who, on occasion, had the responsibility of re-
10 palletizing pallets of resin that were returned from the
11 89 Warehouse to 92 Warehouse to be repalletized, because
12 the load was unfit to be shipped as is.

13 Some other changes involved: one of the means used
14 to clean our polymerization kettles is through a solvent
15 cleaning procedure, using a special hydrocarbon that is
16 known as THF. This solvent was used by both buildings;
17 it was contained in a common storage facility.

18 As a result of the 92 Building shutdown, this meant
19 that the type of coordination activity between control
20 kettle operators in 92 Building and 88 Building would be
21 diminished, because there would be no conflict between
22 the two buildings trying to use the same pump at the same
23 time.

1 Now, as far as the solvent system is concerned, as a
2 result of eliminating the need to solvent-flush the
3 kettles in 92 Building, the amount of unwanted by-product
4 materials, such as water, polymer from the kettles, and
5 also rubber from the kettles in 92 Building, would no
6 longer be contained in the dirty solvent -- excuse me --
7 this would still be contained in it, but it would not be
8 contained in as large quantities as it was when we operated
9 14 kettles. This indicated then that the solvent recovery
10 operation would be operating -- would not have to operate
11 as hard as it had in the past, in order to eliminate these
12 undesirable products, which we anticipated would lead to
13 better operations of the solvent recovery operation and
14 to better purity solvent.

15 Also, the elimination of something like by-product
16 rubber from 92 Building would eliminate one of the problems
17 that we frequently had with dumping the recovery kettle
18 in 88 Building, due to line pluggings and the like, caused
19 by rubber accumulations.

20 Q Did you have a process known as Draccoing?

21 A Yes, we had a process known as Draccoing.

22 Q Would you spell it?

23 A D-r-a-- double C -- o-i-n-g.

1 We had an air conveying transfer system manufactured
2 by the Dracco Company that was used to transfer PVC
3 resin from the polymerization area over to 85 Building,
4 where this resin was used to produce compound and film.
5 This operation was completely eliminated.

6 Q There was testimony in the Union's case about the shutting
7 down of certain dryers. Was that involved --

8 A Yes. We were staffed with dryer operators for two dryers
9 in each building.

10 As a result of the shutdown of 92 Building, we would
11 no longer be operating three dryers on a regular basis;
12 we would only be operating one dryer, the so-called #2
13 dryer, which was our most reliable dryer and the one with
14 the highest production capacity.

15 Q Did this have any impact overall on your conveying system?

16 A Yes, it did. Since we had only been operating one dryer
17 routinely, it meant that we would no longer have the need
18 to operate the conveying systems in 92 Building.

19 Q Where were your conveying controls previously?

20 A The conveying controls were located in the 92 Building
21 Warehouse, in the vicinity of the Vredomatic Packaging
22 Machine.

23 As a result of the shutdown, we realized that this --

1 it would be inaccessible because 92 Building was going to
2 be renovated for use for another product.

3 Therefore, we instituted a project which has been
4 completed to re-locate the controls for conveying to the
5 vicinity of 88 Building.

6 Q Were there compressor controls in 92 and 88 both?

7 A No. We had -- well, by way of explanation, let me cover
8 a little bit on this:

9 In the production of PVC resin, one of the operations
10 is to recover vinylchloride ^{monomer} polymer from the ketiles,
11 which is stored in an intermediate vessel which we call a
12 gas holder, which is subsequently emptied by use of
13 compressors which withdraw the VCM vapor from the gas
14 holder, convert it via a phase change into a liquid which
15 is subsequently re-used in the process.

16 This is the opposite of virgin monomer that Mr. Kelley
17 mentioned sometime earlier.

18 As a result of the 92 Building shutdown, there would
19 be less monomer to recover as a result of the system to be
20 used. To recover the monomer, ^{the compressor} was going to be worked some
21 lesser portion of the time, resulting in some reduction
22 of workload.

23 Q Having recognized these various changes and methods and

1 procedures, and when you determined 92 was to be shut down,
2 did you do anything relative to considering your manning
3 requirements?

4 A Yes, I did.

5 Q What did you do?

6 A Well, after reviewing the impact on the operation with
7 the many, many reasons that I just stated, we looked at
8 the type of operation that we would be running subsequent
9 to the 92 Building shutdown, and then came up with various
10 alternatives as to how we would operate the production
11 area following the 92 shutdown.

12 Q Who all did you confer with in this process?

13 A There are a lot of people involved. There was myself,
14 of course; members of my staff, including Dave Gendron,
15 operating supervisor in 84 Building; Gary Riggs (Phonetic),
16 operating supervisor, PVC suspension; Carl Rem (Phonetic),
17 92 Building day foreman; Paul Kittredge, 88 Building day
18 foreman; Ed Scully and Ed Burton, day foreman in 84 Build-
19 ing.

20 I conferred with the shift foremen at the time, who
21 were: on A Crew, Ray Jeannotte; Stan Zaleski, B Crew;
22 Dan Heit (Phonetic), C Crew; Don Moorehouse, D Crew; my
23 immediate supervisor, Bob Bourget, General Superintendent

1 of the PVC Department; Mike Staff, Employee Relations
2 Manager; Jim Ryan, Employee Relations Supervisor; John
3 Euline (Phonetic), Manufacturing Technology Supervisor
4 for PVC; and, Mr. Belschwender, Personnel Manager.

5 Q Approximately how many such meetings with these various
6 combinations of people did you have?

7 A Anywhere from 20 to 24.

8 Q Now, what did you try to determine at these meetings?

9 A We tried to determine the most efficient way to staff our
10 operations in order to do the job we had to do when 92
11 Building shut down.

12 Q Did you consider alternatives other than the alternative
13 that you finally decided upon?

14 A I did.

15 Q What was the range of the alternatives that you considered,
16 generally?

17 A Well, anywhere from just shutting 92 Building down and
18 reducing those people directly working in 92 Building to
19 a re-arrangement which would have resulted in a reduction
20 of 13 additional people.

21 Q What was the manning configuration which you finally
22 decided upon?

23 A The manning configuration decided upon was one control

1 kettle operator per crew, two kettle operators per crew,
2 one assistant kettle operator per crew, one operator-
3 helper per crew, one packaging operator per crew, one
4 material process expediter on days, one plant service
5 attendant, and the addition of a new position -- one
6 emulsion process assistant on days for 84 Building.

7 Q What, if any, reduction did you make relative to the
8 dryer operator occupation?

9 A I reduced the dryer occupation from four to zero.

10 Q What became of any remaining duties?

11 A The remaining duties were assigned to the control kettle
12 operator.

13 Q What reduction, if any, did you make relative to the con-
14 veyer control operator?

15 A The conveyer control operator was reduced from four to
16 zero.

17 Q What, if anything, happened to any of the remaining duties?

18 A They were assigned to the packaging operator.

19 Q And what, if anything, did you do with respect to the
20 general laborer occupation?

21 A Reduced from one to zero.

22 Q What, if anything, did you do with any of the remaining
23 duties?

1 A The duties were assigned to the operator-helper.

2 Q What about the stock control man occupation?

3 A The S.C.M. was reduced from four to zero.

4 Q What, if anything, happened to the remaining duties?

5 A They were assigned to the E.P.A. in 84 Building.

6 Q All these reductions you've just described had to do with
7 Building 88; is that correct?

8 A That is correct.

9 Q Why, again, did you reach this conclusion with respect to
10 this particular alternative rather than some other?

11 A This conclusion was reached to avoid low productivity that
12 would have resulted if I had maintained staffing as it,¹⁵
13 and resulting higher manufacturing costs that would have
14 gone along with the low productivity, and to avoid staffing
15 88 Building with under-utilized positions.

16 Q What happened to the employees who were, in fact, dis-
17 placed by this decision?

18 A These employees were handled in accordance with Article
19 IX of our Company-Union Agreement.

20 Q And, that's the layoff section?

21 A Yes, sir.

22 Q Now, with respect to the duty shifts themselves -- there
23 were duties shifted from dryer operator to control kettle

1 operator, I believe you said; is that correct?

2 A That is correct.

3 Q Would you explain your reasoning for the shifts in this
4 instance?

5 A Okay. We were going to end up running one dryer exclusive-
6 ly, and the one dryer remaining was our most reliable
7 one, the one with our best instrumentation.

8 The controls for this equipment were already located
9 in the general vicinity of the C.K.O.'s work area. As a
10 result of some of the other changes that were going to
11 result from the shutdown, I felt that with lesser V.C.M.
12 conversion, with less dirty solvent to be recovered, and
13 also with the installation of a new modern reliable
14 transfer pump in the V.C.M. tank farm that Mr. Kelley
15 referred to, that these changes were going to have an
16 effect on the C.K.O.'s job.

17 Also, the fact that we were going to be producing one
18 product, Opalon 660, was certainly going to stabilize our
19 mode of operation.

20 Q Did the C.K.O., after the change, have any responsibility
21 relative to a container known as the slurry?

22 A Yes, the output from the polymer kettles goes to the
23 slurry tanks and, formerly, the C.K.O. as part of his

1 control opportunities did. So, there was concern about
2 availability of space in the slurry tanks.

3 Therefore, it was logical to have the C.K.O.
4 responsible for the dryer operator which is fed from the
5 slurry tanks, since then he would have direct control of
6 this operation. Also, the fact that we were making one
7 product meant that we could stabilize on the four slurry
8 tanks.

9 Q What does that mean?

10 A That meant that two of them we could use for Tech. Grade
11 660, which is produced from the recovered monomer; and,
12 the other two for our standard A Grade 660 -- this would
13 eliminate the need for any flush-out of the tanks that we
14 previously had to do if we made a product change, if we
15 put a different product into the slurry tank.

16 Q You mentioned that there were certain duties transferred
17 to the emulsion process assistant from the stock control
18 man.

19 Would you explain your reasons for this?

20 A I felt this was a natural fit because the only driving
21 duties that were going to remain that we did not have
22 personnel to handle, were going to emanate from 84
23 Building.

1 Therefore, the amount of product that we were produc-
2 ing from 84 Building could reasonably be handled by the
3 E.P.A.

4 Q When you say driving, what kind of driving is this?

5 A By driving, I refer to the occasional pickup of raw
6 materials from 88 Building Warehouse to relocate it to
7 84, and transferring of pallets of base product from 84
8 Warehouse to 89 Warehouse.

9 Q Now, based on your own knowledge of this operation,
10 approximately how many pallets were moved per shift from
11 the #84 Building?

12 A This is a variable figure since our production varies;
13 but, it would run anywhere from 12 to 17. Occasionally,
14 there would be periods when we would peak higher.

15 Q In an ordinary day, 12 to 17?

16 A On an ordinary day, 12 to 17 -- we figured 14 to 16.

17 Q Approximately how long does it take to remove such a
18 pallet?

19 You can only move one at a time, I take it?

20 A That's correct.

21 Q Approximately how long does it take to move such a pallet?

22 A By pallet, are you speaking to a single pallet?

23 Q Yes.

1 A I'd say about four to eight minutes.

2 Q Were there any other rearrangements of duties?

3 There was some testimony in the Union's case about
4 cleaning duties. What did you do about cleaning duties?

5 A Okay. One of the things that we realized when we looked
6 at picking up the driving duties in 84, was that the
7 operation in 84 was not going to be directly affected by
8 92 Building shutting down as 88 would be, that in order to
9 add these additional duties we would have to rearrange
10 the workload.

11 And, the way we handled this was to add an E.P.A.
12 on days in 84 Building, to handle the bulk cleaning
13 requirements; therefore freeing-up time for E.P.A. on
14 shift to transfer pallets.

15 Q You mentioned certain duties were moved from the conveyer
16 control operator to the packaging operator.

17 What was your rationale for this?

18 A Again, we felt this was a logical fit because the packaging
19 operator was concerned with subsequent pack-out of the
20 material, and that it was logical for him to pick up the
21 output just as it came out of the dryer, to be responsible
22 for the screening of this operation, then to convey to
23 the hoppers, or silos, that he would subsequently use for

1 DUT
pack-up.

2 As a result of the 92 shutdown, the amount of silos
3 available were dramatically reduced, from 15 down to 4
4 that are currently being used at the time.

5 In addition, in order to satisfy our truck require-
6 ments, we realized that we had to introduce a modification,
7 which we did -- which was to utilize special pressure type
8 hopper cars, railroad cars, to transfer resin off the
9 drying lines into these hopper cars to subsequently be
10 reloaded into tank trucks.

11 Again, this was a logical fit, since the packaging
12 operator was already responsible for loading trucks, for
13 him to pick up the material and convey it to the dryer
14 and to the hopper car.

15 Q What were your original transfers?

16 A Originally, there were in 92 Building -- they remained in
17 92 Building until the time, at the time of the shutdown,
18 until we could complete a project involving installing
19 conduit, electrical wires, and various switches in the
20 88 Building conveying area.

21 Q All right. Did the elimination of the Draccoing process
22 you mentioned previously have anything to do with your
23 reasoning here?

1 A Yes. Again, it eliminated a task that we no longer had
2 to do.

3 Q What about the transfer of certain duties from the general
4 laborer to the operator-helper?

5 What was your reasoning for that?

6 A The reasoning for that was that the operator-helper's
7 workload was drastically reduced with one building being
8 shut down. The operator-helper was shared between both
9 Buildings 88 and 92, which meant that he would be under-
10 utilized and have quite a bit of time available.

11 So, it was logical for us to conclude that since the
12 operator-helper and general laborer do some similar clean-
13 ing duties now, whereas the general laborer had broader
14 range of duties where he would handle the outside of th
15 buildings, and the operator-helper would not -- that we
16 would transfer the general laborer duties to the operator-
17 helper.

18 Plus, with the elimination of the use of rubber in
19 92 Building, the workload would be reduced there.

20 Q In each of the instances, did you confer with the foreman
21 of the employees involved to determine whether or not they
22 had the available time and opportunity to perform the tasks
23 which you reassigned from one occupation to another?

1 A I did this at great length.

2 One of the questions that certainly I had to satisfy
3 myself before I went forth with this plan, was that we had
4 the available time to do the remaining work. And, one of
5 the important sources here were people directly supervising
6 the men which were shift foremen and day foremen.

7 So, I did spend a considerable amount of time review-
8 ing this work with them.

9 Q Now, there is some testimony in the record relative to the
10 time spent on the fork lift truck by the E.P.A.'s.

11 I believe the testimony is to the effect that 90
12 percent of the workday is spent using the fork lift.

13 THE ARBITRATOR: I think it was Mr. Leclair who
14 said that that was true of his case.

15 Was it broader than that? Was he characterizing for
16 others?

17 Q (By Mr. Cross) In this regard, Mr. Leclair said that his
18 day was thus spent.

19 What is your observation of this situation?

20 A I would say 90 percent is excessive.

21 Q What would you say it would be?

22 A Two to three hours driving.

23 MR. CROSS: I have no further questions.

1 THE ARBITRATOR: May I just ask: do you mind
2 answering the last question in narrative terms, which is
3 to say:

4 Mr. Leclair said that he does spend 90 percent of his
5 time operating the fork lift. Are you saying that he does
6 not spend 90 percent of his time operating the fork lift,
7 or he should not spend --

8 What was your answer that dealt with two or three
9 hours? Was that normative or are you disagreeing?

10 THE WITNESS: I would use your words and say
11 that Mr. Leclair should be driving that truck to perform
12 his duties no more than two to three hours per shift.

13 THE ARBITRATOR: So, you're not saying that you
14 disagree with what he said he actually does?

15 THE WITNESS: I have not observed Mr. Leclair
16 on a long term basis to say that he's spending 90 percent
17 of his time.

18 (A recess was held.)

19 *****
20
21
22
23

CROSS EXAMINATION BY MR. DOMISICK

1
2 Q I'm given to understand, Mr. Laakso, that with more
3 definition concerning the number of products produced in
4 88 and 92, that in 88 Building only two products of th
5 six were made, and they were designated 660 and 650; is
6 that correct?

7 A That is correct.

8 Q So the reduction of the number of products, of course,
9 only eliminated one; it eliminated the 650 from Building
10 88?

11 A That's correct.

12 Q Were they produced in equal amounts?

13 A They were not.

14 Q Which was produced more?

15 A 660.

16 Q What were the percentages of production?

17 A I don't have that number.

18 Q Whatever they were, let's assume more -- we would have to
19 talk in terms of over 50 percent. So, let's say 60 --
20 and the balance of that being 650.

21 When 650 was eliminated, did the amount of 660 increase?

22 A It did.

23 Q It increased, so that in terms of production, coming out

1 of the dryer, is equal in poundage prior to the 92
2 Building shutdown?

3 A Yes.

4 Q So, it would be fair to say, whether you indicated that
5 in your direct testimony or not, already, that the amount
6 of production coming out of 88 is equal to, if not greater,
7 but equal to the amount experienced before the 92 Build-
8 ing shutdown?

9 A Yes, sir.

10 Q And, that is, prior to the 92 Building shutdown, that
11 amount, whatever it is in total poundage, was the work
12 product of the dryer operator?

13 A That is correct.

14 Q And it was a full time job for that dryer operator?

15 A That is not correct.

16 Q He had someone else helping him?

17 A No.

18 Q In 88 Building?

19 A No.

20 Q He did it all himself?

21 A Yes.

22 Q Could you explain to me, if you have not already, how
23 the 92 Building shutdown impacted the dryer operator in

1 88 Building?

2 A Okay. One, exclusive producing of one product, running
3 only on one drying line --

4 Q Have you completed your answer?

5 A For now, yes.

6 Q And, we are already at the point --

7 How does the fact that it's reduced to one product
8 make a difference to the dryer operator in 88 if, in
9 fact, he's producing the same poundage?

10 The material has to be dried. Is he this interested
11 in its chemical composition?

12 A He is not.

13 Q So, I suppose then it makes no difference whether we're
14 drying butterscotch or PVC, he puts it into the machine?

15 A That, I can't agree with -- butterscotch.

16 Q Forgive me for any extravagance in my example.

17 You would agree the chemical composition --

18 A Chemical composition, yes; but, as far as talking about
19 the changes before, one of the things -- when the resin
20 was in the slurry tanks and if we had only one product,
21 we eliminate any need for the dryer operator to flush
22 lines or to hose down tanks prior to making a product
23 change.

1 Q Who did that work before?

2 A Before what?

3 Q Before the shutdown of 92?

4 A The dryer operator.

5 Q How much time did that consume?

6 A Of hosing down the tanks?

7 Q Yes.

8 A I have no estimate of that time.

9 Q He only did it on product changes?

10 A Product changes or quality upsets.

11 Q Since quality is something that you're forever concerned
12 with, I shall speak of the products you're turning out.

13 How frequently did product changes occur for the
14 dryer operator in 88 Building?

15 A I don't have an estimate of product changes.

16 Q You also indicated that the other impact was one drying
17 line.

18 In 88 Building, was there ever more than one drying
19 line?

20 A Yes, sir.

21 Q When was there last more than one drying line?

22 A Up to the time of the shutdown, there were two dryers.

23 Q The testimony has been that only one dryer in 88 Building

1 has been run for years.

2 Do you want to dispute that?

3 A Yes.

4 Q When, in your recollection, was the last time that a
5 second dryer in 88 Building was run on a basis --

6 A We ran the number 1 dryer sometime in maybe the late
7 Spring when we had a problem with #2 dryer.

8 Q For how long?

9 A It was just a short period of time.

10 Q And for that, you're now saying that made a difference --
11 in those two days, it really made a difference?

12 A I answered your question.

13 Q Did it make a difference? That's my question. What's
14 your answer?

15 A I'm sorry, I don't know what you mean when you say: did
16 it make a difference.

17 Q The 92 Building shutdown made a difference in the use of
18 the second dryer line for two days?

19 A No.

20 Q Have you ever dismantled that drying line?

21 A It's identical, or intact.

22 Q The same way as in the Spring when you used it for 48
23 hours?

1 A I believe --

2 Q It can still be used?

3 A I don't know if it can still be used.

4 Q What difference did it make between now and last Spring
5 when you used it for two days for the first time in four
6 years? Is there anything different about it? Could you
7 still use it if you had to?

8 A I don't know. There may have been some instrumentation
9 removed since then.

10 Q The answer is: you know of no difference; is that right?

11 A I know of no difference between what? I just find it
12 difficult when you keep talking about this difference.

13 Q Were you familiar with the changes made in the solvent
14 operator's job?

15 A Yes, I am.

16 Q Would you agree with the statements contained on Pages
17 7 and 8 of company's brief filed in that case that the
18 cleaning duties of the solvent operator were totally
19 eliminated, as a result of the changes in the methodology
20 of solvent cleaning?

21 A The duties of the solvent operator?

22 Q The cleaning duties.

23 A The cleaning duties of the solvent operator?

1 Q Were totally eliminated --

2 A Taken out of context I find it difficult to answer,
3 because we continue to solvent clean but in a different
4 fashion.

5 Q The cleaning duties of the solvent operator as performed
6 by the solvent operator?

7 A They were eliminated.

8 Q Would you agree further that further functions were
9 substantially eliminated from the job of solvent operator
10 as performed by the solvent operator by automation and
11 related process changes?

12 A Yes, I would.

13 Q Would you likewise agree with the statement which says
14 that none of the duties of a control kettle operator in
15 this case, involving the 92 shutdown, were totally
16 eliminated?

17 A None of the duties were totally eliminated?

18 Q That's right.

19 A I would agree with the qualification totally eliminated,
20 yes.

21 Q Now, let's try to define totally, then.

22 What do you say are the C.K.O. duties which were
23 impacted at all by the 92 shutdown?

1 A Operation of the recovered monomer compressors, operation
2 of the solvent recovery kettle.

3 Q Let's stop right there, if you will.

4 I've been informed that the solvent recovery kettle
5 has been running continuously since God only knows when,
6 but running continuously until two weeks ago when you ran
7 out of solvent, and as soon as you would get a new ship-
8 ment of solvent in I would assume you're going to resume
9 the kettle.

10 Have I been informed correctly, that the kettle has
11 been running on a 24-hour, 7-day a week basis since June,
12 1973?

13 A That is correct.

14 Q I find it hard then, Mr. Laakso, to perceive the reduction
15 in the use of the solvent operator kettle.

16 Can you explain that to me?

17 A Yes, I can. When we have -- or when we had a lot of
18 water, polymer and rubber to pull out of that system, it
19 was an operating and mechanical nightmare to run that
20 piece of equipment. And, there were many times that it
21 took us long periods of time to dump that kettle. Many
22 times we had to pull apart the overhead piping configura-
23 tions on the separator and run lines, because they would

1 be full of polymer and full of rubber. And, by simplify-
2 ing the operation of this unit, it has led to better
3 purity solvent.

4 At the time that I left the PVC area, we had achieved
5 two months of purity on the solvent that I had never seen
6 before, with the resulting improvement in product quality.

7 Q As I understand it, the C.K.O. was never responsible for
8 dismantling the recovery kettle and repairing; is that
9 correct?

10 A Yes, sir.

11 Q By running continuously, it meant he had a further
12 responsibility in terms of quantum of his time spent super-
13 vising the operation, rather than letting someone for
14 vast periods of time dismantle and reconstruct a broken
15 down system?

16 A I would agree with the qualification that when it's running
17 poorly, more operating attention is required.

18 Q When it's running poorly as opposed to when it's not
19 running at all?

20 A No, when it's running well.

21 Q When it's not running at all?

22 A There's nothing better we like than when a piece of
23 equipment runs well.

1 Q I wish you'd respond to my question. For the moment, I
2 know you're quite pleased when it runs smoothly. I'm sure
3 we all are.

4 The question is: when the machine is down and it's
5 no longer the responsibility of the C.K.O. --

6 A That's correct.

7 Q And you've told us, as I understand it, that the machine
8 was plagued with down time?

9 A That is correct.

10 Q And now, at least apparently, for the last two months it
11 has been running smoothly to the joy and happiness of
12 everyone?

13 A That is correct.

14 Q You were continuing a list -- you'd gotten through two
15 examples or, apparently, two areas in which the 92 shut-
16 down impacted the C.K.O. in 88 Building.

17 Before you go on with the list, my recollection is
18 that there is a separate job of C.K.O. in 88 Building
19 from the job of C.K.O. in 92 Building; is that correct?

20 A Yes, sir.

21 Q Represented by a separate job description?

22 A Yes.

23 Q I take it that those separate job descriptions reflect

1 the differences in a variety of areas in C.K.O. tasks?

2 A Yes.

3 Q Although the basic title was the same.

4 I'm not asking for an examination into that or
5 whether as a general statement you agree or disagree.

6 A I agree.

7 Q Why don't you resume the list.

8 A Where did we leave off?

9 Q Solvent recovery kettle.

10 A Okay. One of the things that we talked about, that Mr.
11 Kelley mentioned, that was transferred from the 92 C.K.O.
12 to 88 C.K.O. was responsibility for pumping up the VCM
13 monomer from the tank farm.

14 As I indicated, we had a project in the works which
15 we completed to install a new pump with greater capacity,
16 more reliability. And, also --

17 Q Stop right there.

18 As I understand it, the 92 C.K.O. operator used the
19 VCM pump #6; is that correct?

20 A That's incorrect.

21 Q What pump do you say he used?

22 A I'm sorry -- which building did you say?

23 Q 92.

1 A 92 Building? He used what we referred to as the VCM
2 scrubber pump.

3 Q Would you refer to it as #6?

4 A I wouldn't know.

5 Q Where is the tank farm located?

6 A The tank farm is located at the east end of the south
7 plot.

8 Q What would you estimate the distance between 88 Building
9 and the tank farm to be?

10 A 300 yards --

11 Q As I understand it, the 92 Building operator C.K.O. was
12 responsible in some fashion for the tank farm?

13 A He was responsible for pressing a button which would
14 activate the pump located out in the tank farm, which
15 would pump VCM from the tank farm up to the local monomer
16 tanks located between Buildings 88 and 92.

17 We had an automatic shutoff, so when the pumps --
18 when the tanks were full, the pump would shut off. And,
19 in the event of a vapor lock or poor operation of the
20 pump, it was his responsibility to investigate the cause
21 of the problem and to correct it, if he could.

22 Q Did he have to go to the tank farm?

23 A On occasion, he did.

1 Q Would you tell us as clearly and as completely as you can
2 how a pallet is moved from 84 Building to 89 Warehouse.

3 What is involved when an E.P.A. performs that job?

4 A The E.P.A. must get on the fork truck, he must start up
5 the fork truck, he must approach the pallet slowly insert-
6 ing the forks under the pallet, raise the pallet slightly
7 off the ground, tilt it backwards, back out of the 84
8 Building Warehouse, over the railroad tracks, proceed in
9 a westerly direction until he comes to 89 Warehouse; take
10 a left turn, and then take another right turn into the
11 warehouse where he then drives into the 89 Building ware-
12 house to deposit the pallet in a designated bay location,
13 indicate on a production ticket that he has the location
14 of the bag, and then return to his work area.

15 Q Mr. Laakso, according to my watch that explanation of a
16 four minute job took you one minute.

17 Would you say that perhaps your estimate of four
18 minutes is a bit on the short side?

19 A No, I can drive a lot faster than I can talk.

20 Q I'll have to ask the stenographer about your talking --
21 I've never seen your driving.

22 What is the distance between the entrance of 88 to
23 the entrance of 89 Warehouse, the linear distances traveled?

1 A From 88 Warehouse to 92 Warehouse?

2 Q I'm sorry -- 84 Building to 89 Warehouse.

3 A I don't know what that distance is. It's on the map -- if
4 there's a scale on there. You can see it, but I have
5 never paced it off.

6 Q In addition to not having scale, it makes no reference at
7 all apparently, that I can perceive, to railroad tracks.

8 Where are they located?

9 A May I see the map?

10 Q Sure.

11 A On the Exhibit you gave me, you show certain X's along
12 the road, and the railroad tracks would be located right
13 where the X's are.

14 Q I'll give you a pen, and you draw in the tracks.

15 (The witness complied.)

16 Q There appear to be two sets of tracks, is that correct?

17 A Yes, sir.

18 Q Separated by what?

19 A By the roadway.

20 Q And they run in between, in the space between on or about
21 89, 85, and 91 Buildings, and the buildings which face
22 them on the map?

23 A That's correct.

1 Q The route, as I understand it, is across both sets of
2 tracks, past the front or whatever, the sides of one
3 building between 81 and 85 Building, and thenceforth into
4 89; is that correct?

5 A Would you put that down and show me your understanding of
6 it?

7 Q I can say it so it will be clear -- out across the tracks,
8 in between 85 and 81, and in to 89?

9 A There are two routes that people could use and I have seen
10 people use both routes.

11 Q What is on the pallet besides the pallets?

12 A 50 bags of PVC base resin.

13 Q And the weight per bag is what?

14 A 40 pounds per bag.

15 Q Can you tell me why the day E.P.A. was added to the work
16 force?

17 A The day E.P.A. was added in order to balance the workload,
18 so that we could free up the duties of the shift E.P.A.
19 to handle the driving requirements.

20 Q I can understand -- at least I believe I understand what
21 freeing the E.P.A. for driving requirements means.

22 Can you explain more fully your first reference to
23 balancing the workload?

1 A Well, balancing the workload meant that instead of asking
2 the shift E.P.A. to do those cleaning requirements on
3 shift, we would balance the workload by transferring these
4 duties to be done on days.

5 Q How does that balance the workload -- that's what I'm un-
6 clear about. Whose workloads are we balancing?

7 A The shift E.P.A.

8 Q On that particular day shift, the shift that happens to
9 generally coincide with the hours of the day?

10 A No, sir.

11 Q - With all of them?

12 A No, sir.

13 Q Can you explain how that balances their work?

14 A If we eliminate the requirement for a shift E.P.A. to be
15 doing general cleaning -- and since there are three shifts
16 in a day -- then there has been work reduced on those
17 three shifts.

18 Q Why then call the day person who is cleaning, an E.P.A.?

19 A Because the E.P.A. was the man that already did the clean-
20 ing in the building.

21 Q Then why call the shift E.P.A.'s E.P.A.'s, instead of
22 S.C.M.'s?

23 A Because the bulk of the duties remaining for the E.P.A.'s

1 were E.P.A. type work.

2 Q You told me the bulk of the duties were driving require-
3 ments; isn't that correct?

4 A Yes, sir.

5 Q You were freeing, you said, E.P.A.'s to do the driving?

6 A Yes.

7 Q It's clear that driving was not ever an E.P.A. function?

8 A That's correct.

9 Q So why did you retain the title E.P.A. if, indeed, what
10 you've suggested is that you put a cleaner in to allow the
11 E.P.A.'s to do driving tasks which obviously had been
12 part of the S.C.M. job? Can you explain that again?

13 If you think you've already explained it, I simply
14 didn't follow it.

15 A The E.P.A. performed many functions in the building and,
16 as Don Crafts has testified earlier, he performed the
17 functions of assisting throughout the building.

18 So that when we looked at this job we felt that since
19 the only driving requirements were in 84 Building, they
20 could be serviced out of 84 Building, and the man to do
21 that was the E.P.A., since by adding another man on days
22 we could free up time on the shift to do E.P.A. work.

23 Q What was the purpose of having E.P.A.'s clean on each shift?

1 A The purpose was to perform work that existed.

2 Q What is the purpose now of not having them perform clean-
3 ing work on the shift?

4 A To free up time so they may drive the truck.

5 Q Is it fair to say, Mr. Laakso, that if I pursued and
6 pursued, I couldn't get off that circle?

7 MR. CROSS: I object as to where --

8 MR. DOMISICK: I'm withdrawing the question.

9 MR. CROSS: -- as to where these repetitive
10 questions are going to lead?

11 THE-ARBITRATOR: The question has been with-
12 drawn.

13 Q (By Mr. Domisick) Was it a fair statement that the shut-
14 down of Building 92 had no impact at all vis à vis the
15 E.P.A. in the performance of his duties?

16 A That is correct.

17 Q Would it be fair to say that none of the E.P.A. duties
18 have been eliminated by the company, following the 92
19 Building shutdown?

20 A That is correct.

21 Q Did you or others of the company, to your knowledge, ever
22 disclose or represent to the Union any alternative staf-
23 fing arrangement following the 92 shutdown, other than the

1 one which was announced apparently in June of 1973?

2 A You ask if I or anybody else?

3 Q To your knowledge.

4 A I did not and, to my knowledge, I don't know of anybody
5 else.

6 Q Other than the S.C.M. classification, were there other
7 classifications in the company which required, at the time
8 of the 92 Building shutdown, that the employee pass an
9 eye examination and hold a fork lift driver's license?

10 A Did you say other than S.C.M.?

11 Q Yes.

12 A Yes, sir.

13 Q Can you tell us the number of such classifications?

14 A I cannot.

15 Q Can you tell us their names?

16 A Well, I know there are other jobs such as material process
17 expediter, that the man drives a fork truck.

18 I know there is a man in 86 Building, an E.P.S.
19 operator that drives a fork truck.

20 There are other stock control men -- I'm not clear
21 about how these jobs are called.

22 Q They may well be called S.C.M.?

23 A I don't know.

1 Q You indicated apparently in coming up with the arrangement
2 for staffing that you imposed on July 1st, that you con-
3 sulted with what I recall only as being a litany of sup r-
4 visors -- as a result of the 92 Building shutdown, were
5 any of those supervisors reduced?

6 A Yes, sir.

7 Q I'm informed that one supervisor in 92 Building was, in
8 fact, reduced; is that all?

9 A Myself and Carl Rem (Phonetic) day foreman from 92 Building
10 ^{Longer} no_^ are assigned to the P.V.C. Department.

11 Q I'm willing to grant that for you it was a promotion --

12 A It was not.

13 Q -- since your operating title remained unchanged, except
14 for the area designation.

15 But, there was one 92 Building supervisor named
16 Rem?

17 A As I recall, he is day foreman and he has been reassigned
18 to 86 Building, Lustrex Polymerization.

19 Q That took place about two weeks ago?

20 A Yes.

21 Q Can you tell me why labor pool employees are being and,
22 apparently for some time have been with regularity
23 assigned as E.P.A.'s in 84 Building?

1 A At the time of the shutdown of 92 Building, we requested
2 and received shift pool men with driver's licenses to help
3 us in the transition of moving pallets from 84 Building
4 to the warehouse.

5 In addition, the shift pool has been in excess since
6 the time of the shutdowns because of other reductions
7 throughout the plant.

8 As a result of the excess, many times there have been
9 extra people reassigned from the shift pool to the operat-
10 ing departments, at the descretion of the shift supervisors
11 who direct this work force.

12 So, many times we receives these people being assigned
13 to the department, and when people like that are assigned,
14 if we have no specific need for them we usually assign
15 them as an operator-helper to work in the PVC homopolymer
16 area, or as E.P.A. in the 84 Building area, since these
17 occupations involve versatile type duties where we can
18 most effectively utilize the man being brought back.

19 Q I'd be the last one to ask you as to paternalism, but why
20 is there a need to have those people assigned from labor
21 pool to E.P.A. work?

22 I take it, it is because they're needed. Would that
23 be a fair statement?

1 A When they are needed, they have been requested, yes.

2 Q What accounts for the fact that they are needed, given the
3 fact that they are not always or only assigned to replace
4 an absent E.P.A. person?

5 A I think Mr. Leclair touched on this when he talked about
6 many times we will request people from the pool to prepare
7 for a monthly safety inspection.

8 In particular, we just finished up, the week or the
9 specific days of October 16, 17, and 18, a plant-wide
10 inspection of the plant by company officials, where we did
11 considerably more cleaning than we would normally on a
12 month-to-month basis.

13 During that time, there were many people brought back
14 to the department and to other departments throughout the
15 plant for cleaning.

16 Q Mr. Laakso, the general laborer had, as part of his duties,
17 the cleaning up of areas; did he not?

18 A He did.

19 Q Why was the general laborer laid off or eliminated,
20 reduced from one to zero, and not simply assigned as a day
21 general laborer to Building 84?

22 A We took that course of action because of the difficulty
23 with trying to figure out how to handle the operator-helper

1 requirements.

2 The operator-helpers were assigned one per shift on
3 the 6:00 and 2:00; the operator-helper, many times, we
4 require him to go in and clean a production kettle, which
5 may occur on shift or off shift -- and we felt that we
6 needed this availability of personnel, so that we elected,
7 therefore, to fill his under-utilized portion of his job
8 that was resulting from 92 Building shutdown by the
9 transfer of the general laborer duties.

10 Q Now, can you answer my question.

11 A I just did, sir -- to the best of my ability. - -

12 Q Sometimes, that's an excuse, Mr. Laakso.

13 MR. CROSS: I move to strike the sermon, from
14 the record.

15 THE ARBITRATOR: The sermon will be stricken.

16 Q (By Mr. Domisick) I think my question was: why did you
17 designate -- or, perhaps rephrased, my question should have
18 been:

19 Why did you designate the day E.P.A. as an E.P.A.
20 instead of a general laborer, considering that you already
21 had a general laborer?

22 A That would have involved a new occupation for 84 Building.

23 Q What would have been the impact of that, and why is that an

1 anathema?

2 A The impact of it would have been that this man then would
3 have been confined exclusively to doing whatever duties
4 were assigned to him as general laborer, and that although
5 we considered the need of the day E.P.A. to be doing pri-
6 marily cleaning type work we could foresee a need when
7 having two E.P.A.'s on days would be beneficial to the
8 direct work force.

9 Q Mr. Laakso, in coming up with your alternatives, one of
10 which was disclosed to the Union, did you perceive any
11 limitation on your right to take unrelated duties and put
12 them in any job classification you saw fit?

13 MR. CROSS: I object to Mr. Laakso's legal con-
14 clusion about the collective bargaining agreement.

15 MR. DOMISICK: I hadn't questioned him about
16 that at all.

17 THE ARBITRATOR: Well, you're asking him whether
18 he perceived any limitations on the company's ability to --

19 MR. DOMISICK: I think it's fair. He's apparent-
20 ly the man we have who made the decisions.

21 THE ARBITRATOR: I think that's the ultimate
22 question in this case --

23 MR. DOMISICK: I think phrased differently, it

1 would be the ultimate question.

2 THE ARBITRATOR: I think the question as
3 phrased is objectionable, and I will sustain the objection.

4 Q (By Mr. Domisick) Did you, in making your decision,
5 decide whether or not you operated under any limitations
6 in taking duties and putting them in another job classifi-
7 cation?

8 A Could you read that back, please?

9 (The last question was read.)

10 MR. CROSS: It's the same question.

11 THE ARBITRATOR: I thought it was, but I didn't
12 hear an objection.

13 MR. DOMISICK: I thought it wasn't.

14 THE ARBITRATOR: It's much the same question.
15 You're asking him, in effect, whether he felt con-
16 strained to follow the contract, whatever the contract
17 means.

18 It obviously calls for Mr. Laakso's -- as to what the
19 contract means, and a particular application.

20 Because an objection has been made, I will sustain it.
21 It's simply not a proper question.

22 It doesn't matter what he thought his constraints are,
23 he and the company are constrained on what the contract says;

1 whatever his state of mind might have been is wholly and
2 completely irrelevant.

3 Q (By Mr. Domisick) Were the only considerations which you
4 are either prepared or apparently able to respond to in
5 deciding how to man, as you did those relating to the com-
6 pany's ability, as you best perceived it, in fact at a
7 chemical plant, to doing what was best for the company?

8 MR. CROSS: I object again. He seems to have
9 taken another route to the same location. No one can
10 answer that question.

11 MR. DOMISICK: I'll rephrase it.

12 THE ARBITRATOR: Rephrase it.

13 Q (By Mr. Domisick) Was your only consideration in deciding
14 to man 84 Building as you did, considerations of company
15 utility?

16 MR. CROSS: I object again, but again I think
17 he's trying to ask a question about whether or not he felt
18 constrained by the contract.

19 MR. DOMISICK: No, I think in fact this is a
20 proper question.

21 I think it solicits from the witness whether or not
22 he indeed applied any other constraints, and I think that's
23 wholly appropriate.

1 THE ARBITRATOR: I'll overrule the objection,
2 even though I confess that I regard it as highly doubtful.

3 If you can answer the question, you may -- if you
4 understand it, you may answer the question.

5 THE WITNESS: One of my concerns in reaching the
6 decision was certainly that there would be no contract
7 violations.

8 Q (By Mr. Domisick) In carrying out that obligation, did
9 you seek consultation with others?

10 A Yes, sir, I did.

11 Q With whom, with respect to the contract questions raised
12 by this?

13 A Mike Starr.

14 Q He is not here in this room, I understand?

15 A That's right.

16 Q What did Mr. Starr tell you?

17 MR. CROSS: I object. Now, this calls for a
18 second-hand interpretation of contractual limitations.

19 THE ARBITRATOR: Sustained -- private conversa-
20 tions between company representatives are not really
21 evidence of a potential contract violation in this context.

22 They may be in some other context, I don't know.

23 Q The conversion as a result apparently of the Borden contracts,

1 the conversion from or the conversion to bulk shipment,
2 did that mean, Mr. Laakso, that there was an increased use
3 in rail cars?

4 A No, it did not.

5 Q How did it get out of the plant in bulk?

6 A How did it get out of the plant in bulk? Basically, two
7 ways: by railroad hopper cars or by tank trucks.

8 Q Did the conversion then to bulk shipment mean an increase
9 in the number of tank trucks?

10 A I'm not certain; I believe it was relatively the same.

11 Q At the time of the layoff or reduction, the number of
12 S.C.M.'s was four.

13 Has that number ever been higher?

14 A I think it was; but if it was, it was prior to my time.

15 Q In the vinyl area -- how much was your time in the vinyl
16 area?

17 A From the end of October, 1972, to the end of August, 1973.

18 Q It has been whispered to me that's ten months?

19 A Excuse me -- as operating supervisor?

20 Q Prior to that.

21 A Prior to that, I had served for three years as operating
22 supervisor PVC compound in 85 Building.

23 Q So your experience in 88 and 92 is this ten-month period?

1 A That is correct.

2 Q Permit me to say, Mr. Laakso, that you've certainly left
3 your mark.

4 MR. DOMISICK: I have no other questions.

5 *****

6
7 REDIRECT EXAMINATION BY MR. CROSS

8 Q We've talked about the conversion to bulk shipment. That
9 was a conversion from what to bulk shipment?

10 A We eliminated any shipments of packaged good.

11 Q For example, a bag?

12 A Bags, that is correct.

13 Q Now, in discussing labor pool personnel assigned to E.P.A.,
14 you indicated that this sometimes happened on a need basis.

15 Did it also happen on other bases than simply a need
16 basis?

17 A Yes, I think I mentioned that if there was a need basis,
18 where they were requested from the shift pool, and this
19 was another basis -- when the shift pool had people in
20 excess of the requests that had been made. So that these
21 people were then reassigned by the shift supervisor to
22 other departments throughout the plant, which frequently
23 meant the PVC Polymerization received some of these excess

1 people.

2 MR. CROSS: No further questions.

3 *****

4
5 RECROSS EXAMINATION BY MR. DOMISICK

6
7 Q I'm confused about at least one point.

8 The elimination of bags, I would assume, impacted the
9 tank trucks rather than rail cars?

10 A Do you mean the truck that we used to ship the packaged
11 goods out of the plant?

12 Q The number of trucks, the number of truck loads. Did it
13 not reduce them, to switch from bags to bulk?

14 A It did not.

15 Q Didn't it increase the number of hopper rail cars that you
16 used?

17 A Did it increase the rail cars?

18 Q The number of trips per car or number of cars, whichever?

19 A It did not.

20 MR. DOMISICK: Thank you.

21 MR. CROSS: No more questions.

22 Mr. Ryan, please.

23 *****

1 JAMES P. RYAN, (Recalled)

2 DIRECT EXAMINATION BY MR. CROSS

3
4 Q You're the same Mr. Ryan that previously testified?

5 A Yes.

6 Q Directing your attention to the day, June 18, 1973: did
7 you hold a meeting with Union representatives pursuant to
8 Article IX, Section 3 of the agreement?

9 A Yes.

10 MR. DOMISICK: May I have the date of that
11 meeting?

12 MR. CROSS: June 18th.

13 Q (By Mr. Cross) In that meeting, did you hand to the
14 representatives of the Union the document that has been
15 identified as Union exhibit 3?

16 A Yes, this document was distributed.

17 Q Was it thereafter posted on bulletin boards in the plant?

18 A Yes.

19 Q On the day of June 26, 1973, was there a company-Union
20 meeting of the evaluation committee?

21 A Yes, there was.

22 Q And in that meeting, did you hand the Union Joint Exhibit
23 4A?

1 A Yes, I did.

2 Q Did you hand the Union Joint Exhibit 5A?

3 A Yes, I did.

4 Q Did you hand the Union Exhibit 8A?

5 A Yes, I did.

6 Q Did you hand the Union Exhibit 13A?

7 A Yes, I did.

8 Q Did you hand the Union Joint Exhibit 14A?

9 A Yes, I did.

10 Q Was this the first instance that the Union had ever
11 received copies of such descriptions?

12 A Yes, it was.

13 Q At the top, there is an indication --

14 THE ARBITRATOR: The top of what?

15 Q (By Mr. Cross) On each of the exhibits I've just handed
16 you -- that says, "Draft."

17 Would you explain why that word appears on that docu-
18 ment?

19 A Yes. The purpose of having that on there is for means of
20 identification, as identifying this as the new copy of a
21 job description, when the description has been changed,
22 and it is submitted as a revised description.

23 I would suspect you could put "Revised" as the word.

1 Q Was "Draft" the usual practice of the company in such
2 instances?

3 A Yes, it was.

4 Q Let me direct your attention now to the day, June 28, 1973:

5 On that day, was the third step grievance meeting
6 held on this case now before this Arbitrator?

7 A Was it June 28, 1973?

8 Q Yes.

9 A Yes, it was.

10 Q Were you present at that meeting?

11 A Yes, I was.

12 Q At anytime during the course of that meeting --

13 First of all, who represented the Union at that
14 meeting?

15 A I'll try to recall.

16 This is the third step hearing on June 28th?

17 Q Right.

18 A Mr. Topor, Chairman of the Union Evaluating Committee --
19 or the Grievance Committee; Mr. Harris, President of the
20 Union; Mr. Starczyk, Vice President of the Union; Mr.
21 Natario, Chairman of the Union Evaluating Committee; Mr.
22 Kowalczyk, I believe; Mr. Verge (Phonetic).

23 I don't know that I can recall from total memory all

1 of the individuals that were there. There were a number
2 of individuals.

3 Q Was the Union's position in that Grievance discussed, in
4 that meeting?

5 A Yes, it was.

6 Q Was the company's position discussed in that meeting?

7 A Yes, it was.

8 Q At anytime in that meeting did the Union claim in any way
9 that this was an excessive workload case?

10 A They did not.

11 Q At anytime, did the Union claim in any way that this case
12 involved issues of multiple supervision of provisional
13 employees?

14 A No, they did not.

15 Q What did they claim?

16 A The Union position claimed that this was an evaluation dis-
17 pute. They also indicated that their position was that the
18 company did not have the unilateral right to combine jobs.

19 Q Do you recall the last statement of Mr. Natario in that
20 meeting, relative to the Union's position in this Grievance?

21 A Yes.

22 Q What did he say?

23 A He said: the company does not have the unilateral right to

1 combine jobs, period.

2 Q All right.

3 Has the Union ever been given the evaluations of the
4 revised job descriptions represented by the exhibits I
5 handed you at the beginning of your testimony just now?

6 A They have been given the descriptions.

7 Q Have they ever been given the evaluations?

8 A No, they have not.

9 Q What is the status of the evaluations, based on those
10 descriptions?

11 A The evaluations are being held in abatement and pending
12 the outcome of the settlement of this Grievance, at the
13 Union's request.

14 MR. CROSS: No further questions.

15 *****

16
17 CROSS EXAMINATION BY MR. DOMISICK

18 Q Does the Union claim, Mr. Ryan, that the company may not
19 unilaterally, and apparently absolutely, combine jobs in
20 evaluating Grievances, in your view, under the contract?

21 A I'm not sure I understand your question, Steve.

22 Could you repeat it?

23 Q My notes only evince some conferences to the fact of your

1 testimony just now -- you indicated that it was an evalua-
2 tion dispute; that Mr. Natario thereafter said that the
3 company could not unilaterally, at its whim, as it were,
4 combine the duties of various jobs --

5 MR. CROSS: That's not his testimony.

6 THE WITNESS: I believe that's an incorrect
7 statement.

8 Q (By Mr. Domisick) Can you say it again, so my notes can
9 be correct?

10 A I did not indicate it was an evaluation dispute.

11 My response was: one of the Union's positions at that
12 meeting was that it was an evaluation dispute.

13 Q Apparently, another position was that the company didn't
14 have the right absolutely to combine job classifications?

15 A I believe the word used was unilaterally.

16 Q That was another position taken by the Union?

17 A Yes.

18 MR. DOMISICK: I have no other questions. Thank
19 you.

20 MR. CROSS: No questions.

21 Mr. Bueker --

22 *****
23

1 RICHARD W. BUEKER, Witness

2 DIRECT EXAMINATION BY MR. CROSS

3
4 Q Would you state your name, please?

5 A Richard W. Bueker.

6 Q Would you spell that name?

7 A B-u-e-k-e-r.

8 Q Your address, please?

9 A 69 Greenacre Avenue, Longmeadow, Massachusetts.

10 Q Do you have a position with the company?

11 A I'm Operating Superintendent of Transportation and Materials.

12 Q How long have you been with the company?

13 A 34 years.

14 Q With regard to Buildings 85 and 92, were these by your
15 standards large users of raw materials?

16 A They were.

17 Q What does your job have to do with raw materials?

18 A The Transportation and Materials Department has the
19 responsibility of the receipt and transfer of raw materials
20 and the storage and shipping of finished products in the
21 plant.

22 Q What, if any, impact did the shutdown of Plant 85 and Build-
23 ing 92 have on the raw materials received by the company?

1 A About 25 percent of the raw materials received and trans-
2 ferred went into 92 and 85 Buildings.

3 Q Was that a decrease of approximately 25 percent?

4 A A little over 25 percent, yes.

5 Q Does the Transportation and Materials Department have a
6 seniority area identified as Area 43?

7 A Yes, it does.

8 Q Does this seniority area include a material handling
9 function?

10 A It does.

11 Q And in this area, prior to the change in question here,
12 was there an occupation identified as materials checker
13 and trackmobile operator?

14 A There was.

15 Q I believe the evidence shows there were approximately
16 three employees on the day shift, is that correct?

17 A There were three, yes.

18 Q Was there also an occupation identified as Warehouse Clerk?

19 A Yes, there was.

20 Q Was there approximately one employee on the day shift?

21 A There was one, yes.

22 Q What did the material checker and trackmobile operator do
23 in general? What were his basic tasks?

1 A Basically, he was charged with the checking of raw
2 materials as they came in the department; determine the
3 lot numbers and quantity; palletizing, if necessary; and,
4 also, the operation of the trackmobile.

5 Q What is a trackmobile?

6 A A trackmobile is a machine used to move freight cars,
7 railroad freight cars throughout the plant.

8 Q What, if any, decision did you make relative to the
9 materials checker and trackmobile operator occupation
10 which included three employees, as a result of this
11 decrease in raw materials received?

12 A After studying the volume of materials received and moved,
13 we decided to reduce the complement from three to two.

14 Q So you decided to reduce the materials checker and track-
15 mobile operator from three employees to two employees on
16 the day shift?

17 A That's correct.

18 Q Now, with regard to the operation of the trackmobile, what
19 had your practice in terms of manning the trackmobile when
20 it was in operation?

21 A The trackmobile was manned by the materials checker and
22 trackmobile operator.

23 In the operation, there were two men required.

1 Q Why was the second man needed when you were operating the
2 trackmobile?

3 A He was used as a flag man to position the freight car, or
4 to warn people, pedestrians, if the car was moving across
5 a crossing.

6 Q Did you anticipate that following the reduction of the
7 materials checker and trackmobile operator occupation there
8 would be times when the occupation would have one of its
9 remaining employees involved in checking at a time when
10 the other needed to run the trackmobile?

11 A We did.

12 Q What did you decide about this situation?

13 A On occasion, if it were necessary, we made the decision
14 to utilize the warehouse clerk as a flag man.

15 Q And, had the warehouse clerk been doing this previously?

16 A He had done this on occasion.

17 Q Approximately how long does it take, in a typical use of
18 trackmobile?

19 A Depending upon the work being done, anywhere from 15 to
20 20 minutes, to two hours.

21 Q Now, following the change then, in instances when the
22 second material checker and trackmobile operator was occupy-
23 ing the checking function and you needed a flag man to

1 go on the trackmobile with the other materials checker and
2 trackmobile operator, did you use the warehouse clerk?

3 A Yes.

4 Q And, did he act as a flag man?

5 A He acted as a flag man.

6 Q Approximately how many times did this happen since the
7 change in question?

8 A Approximately five times.

9 Q Has this arrangement worked satisfactorily?

10 A It has.

11 Q Did you have a meeting on or about June 18, 1973, with
12 representatives of the Union?

13 A I did.

14 Q Mr. Bueker, I'll hand you now what has been identified as
15 company's Exhibit 4 and ask you if you can identify it,
16 please?

17 A I can.

18 Q What is it?

19 A This is my announcement of the reduction in personnel as
20 of July 1, 1973.

21 (Company's Exhibit 4 for identifi-
cation.)

22 Q With regard to the one occupation in issue in this case,
23 is there a reference to a reduction?

1 A There is.

2 Q Where does that appear?

3 A One materials checker and trackmobile operator --

4 MR. CROSS: The company offers its Exhibit 4.

5 MR. DOMISICK: I have no objection.

6 THE ARBITRATOR: Without objection, it will be
7 received.

8 (Company's Exhibit #4.)

9 MR. CROSS: I have no further questions of this
10 witness.

11 *****

12

13 CROSS EXAMINATION BY MR. DOMISICK

14 Q Mr. Bueker, as I understand it -- may I call him a T.M.O.,
15 the trackmobile operator?

16 A It's a materials checker and trackmobile operator. Call
17 him a checker -- it's commonly referred to as that.

18 Q When I understand it, when the checker is operating the
19 TM --

20 A The trackmobile --

21 Q There must be a flag man with him?

22 A There are few cases when it is not necessary to have a flag
23 man.

1 Q So, at least for our purposes, for normal operations?

2 A You're correct.

3 Q And hitherto, that work had always been performed apparent-
4 ly with some rare exceptions by a checker?

5 A That's correct.

6 Q At the time, two of the checkers were so occupied that the
7 third apparently was handling the truck and the other
8 receipt of goods that may have been coming in by rail --

9 A I don't understand your question.

10 Q What did the third checker do while the other two were
11 moving the train?

12 A The three checkers operated independently, where each one
13 would be checking a particular receipt of raw material
14 or making --

15 Q You had three. Didn't one have to serve as the flag man
16 for one of the others?

17 A When the trackmobile move was required, yes.

18 Q And the one who was left alone was handling the trucks?

19 A That's correct.

20 Q Mr. Laakso has indicated that the alteration from or the
21 change from bag shipments to bulk shipments didn't reduce
22 the number of trucks going out or the number of rail cars
23 going out.

1 Would you agree with his testimony in that regard?

2 A Yes, I would.

3 Q Prior to July 1, 1973, was 92 supplied by truck or by
4 train, or if by both, which in the majority?

5 A You say was 92 supplied by --

6 A Going back to raw materials coming in, was 92 supplied
7 with raw materials?

8 A Yes, it was.

9 Q Did those come in by truck or by train?

10 A By both, I would believe.

11 Q Which, in the majority?

12 A By truck.

13 Q Was 85 Building -- did it receive raw materials?

14 A Yes, it did.

15 Q Directly from the outside?

16 A Yes, it did.

17 Q How was it supplied in terms of method?

18 A By both truck and train --

19 Q And the majority of times, by truck?

20 A Yes.

21 Q In shipping out material, was material shipped out direct-
22 ly from 85?

23 A On occasion, yes.

1 Q But, I take it in the normal run of affairs it did not?

2 A It would ship from 89 Warehouse.

3 Q Did that go out by truck or by train?

4 A By both.

5 Q Which, in the majority?

6 A By truck.

7 Q Does the same hold true with 92?

8 A Probably by truck, I'm not certain.

9 Q So that with the shutdown of 92 Building, there would have
10 been a greater impact on the material coming in and going
11 out by truck, rather than by train?

12 A Possibly.

13 Q So the area of the impact for the checker by the 92 close-
14 down was only with respect or mainly, in the majority of
15 occasions, with respect to his truck duties?

16 A Possibly, yes.

17 Q Just so I can put this clearly in my mind: your reference
18 to -- I think you used the figure 25 percent indicated
19 -- was it the amount of material handled by these checkers
20 that could be attributed to 85 and 92?

21 A That is on a pound basis, yes.

22 Q So that by closing 92, we effected truck shipments checked
23 by the checkers in a majority of cases, even if the situation

1 were only 25 percent apparently of the raw materials --
2 let's assume it's about 15 percent of their time --

3 Would that be fair to say, that it would be about
4 15 percent of their total time -- well, 15 percent of
5 their total time as affected by the 92 shutdown?

6 A I don't think you could really set down and establish
7 exact figures in this context.

8 You have to consider any number of things that go on
9 here. One is how the material comes in; and the number of
10 times it comes in -- not just the overall. He did this
11 many and that many -- so, we considered a number of things
12 when we made the decision to change the level of personnel
13 in that operation, not just an arbitrary figure.

14 Q Can you tell us the factors you did consider?

15 A The number of deliveries that were made, the volume of
16 each delivery, the ease of handling, the amount of checking
17 that had to be done, the amount of packaged goods that
18 came into the building -- all of this in comparison with
19 what had been done previously.

20 Q Did you come up with an estimate as to the amount of
21 hours of reduction of work caused by the 92 Building shut-
22 down?

23 A We came up with a figure that about one-third of the work

1 requirement had been eliminated.

2 Q What impact did the 92 Building have on the warehouse
3 clerk, the 92 Building closing?

4 Did it not, in fact, reduce the amount of work that
5 he had?

6 A It did.

7 Q Did you come up with an estimate as to the amount of
8 work it reduced?

9 A We looked at it and decided that it was not enough to con-
10 sider reduction in that area.

11 Q Did you come up with an amount of time?

12 A No, we did not.

13 Q Did you come up with that conclusion before or after you
14 made the decision to lay off one of the three checkers?

15 A We made the evaluations all at one time, and we made the
16 decision as to what was to be done all at once.

17 Q Did you consider alternate staffing arrangements?

18 A Yes.

19 Q Were any of these communicated to the Union?

20 A No.

21 MR. DOMISICK: I have no other questions.

22 MR. CROSS: No questions.

23 THE ARBITRATOR: Thank you, Mr. Bueker.

1 MR. CROSS: Recalling Mr. Belschwender.

2 *****

3
4 JOHN R. BELSCHWENDER (Recalled)

5 DIRECT EXAMINATION BY MR. CROSS

6
7 Q You are the same Mr. Belschwender that previously testi-
8 fied?

9 A I am.

10 Q Has the company previously totally reduced the tasks per-
11 formed by an occupation within the plant bargaining unit?

12 A We have.

13 THE ARBITRATOR: Do you mean prior to the case
14 in question?

15 Q (By Mr. Cross) Prior to the case in question, has the
16 company partially reduced the tasks performed by an occu-
17 pation within the plant bargaining unit?

18 A Yes.

19 Q Do you have examples of this?

20 A Some examples come to mind.

21 Q Directing your attention to November of 1968, was there an
22 example involving a combination of the resin handler and
23 general helper?

1 A Yes.

2 Q Describe that.

3 A In November, '68, the duties of the resin handler were
4 combined with that of the general helper, and the new
5 occupation created was called building assistant -- this
6 was in the Resinox Department.

7 MR. DOMISICK: Mr. Arbitrator, with all due
8 respect, I believe I have to wait until he answers to make
9 these decisions.

10 I think that bit of evidence is irrelevant to our
11 case.

12 MR. CROSS: It is relevant to our case.

13 MR. DOMISICK: I don't mean to separate the two --

14 MR. CROSS: Indeed, it was cited in some detail
15 by Arbitrator Allan in reaching the award which you read
16 earlier.

17 THE ARBITRATOR: Let Mr. Domisick finish his
18 objection.

19 MR. DOMISICK: It's awkward to phrase it this
20 way, but I'm willing to take the assumption or take the
21 burden -- I fail to perceive the relevance of two distinct
22 jobs into a third job when we're not faced with that in
23 any of the cases we are litigating today.

1 We are willing to stipulate to some extent, I sup-
2 pose, that indeed jobs have, in fact, been eliminated or
3 combined -- it has occurred.

4 If you were in the buggy whip business and you go out
5 of the buggy whip business, the buggy whip operator is
6 going to find himself out of a job.

7 THE ARBITRATOR: As I understand the example
8 Mr. Belschwender just provided, it is one in which two
9 previously independent jobs were combined to create a
10 third and new job.

11 Your objection is that that is not what is involved
12 in the current Grievance, and, therefore, you say it's not
13 relevant?

14 MR. DOMISICK: That, and in addition it occurs
15 to me it's five past 5:00 today -- we may look with
16 reluctance to litigating on something that goes back to
17 1968.

18 I'm not satisfied that this case resembles the 1968
19 case, and I don't have that.

20 THE ARBITRATOR: I've got difficulties of a
21 somewhat different kind. I have at this point not yet had
22 the benefit of the parties' arguments on the contract, and
23 although I have myself very quickly examined Article IX,

1 Section 3, which I assume to be the principle article to
2 which the Union refers in its Grievance -- I'm not at all
3 sure that's the case.

4 Without knowing to what extent, if any, past practice
5 is relevant, without knowing to what extent, if any,
6 earlier contracts contained different provisions, I guess
7 I'm a little loath at this point to say that under those
8 circumstances, may the company introduce evidence of anala-
9 gous but not entirely exact circumstances in the past, in
10 which jobs were combined.

11 It's perfectly clear here, for example -- at least
12 as I now understand the evidence -- that when the stock
13 control job was eliminated in Building 92, that some of
14 those duties were picked up by the E.P.A., and you could
15 call that a new job -- you can say these were duties
16 already embraced by the E.P.A.; you can say this is a pro-
17 per combination.

18 I don't know if it makes a lot of difference at this
19 point whether you say you give the combined job a new name
20 or it retains the old name.

21 What happened in '68, apparently, was that a new name
22 was given to a combination of the jobs.

23 I think at this point it's premature, therefore I'll

1 overrule the objection.

2 Q (By Mr. Cross) Mr. Belschwender, directing your attention
3 now to early '69: was there an instance involving the
4 employees in the laundry operating occupation and the
5 combination of the laundry operator and the lead operator
6 to create another occupation?

7 A There was.

8 Q Would you describe that?

9 A Yes, in January, '69, the laundry operator and the lead
10 laundry operator occupations were combined, and the result-
11 ing job was called laundry service operator.

12 Q What happened to any excess employees in that case?

13 A Any excess employees would have been handled by Article
14 IX.

15 Q Directing your attention next to the month of January of
16 1970:

17 Was there an instance of the reduction of all of the
18 employees in the process assistant occupation in the Lus-
19 trex Department?

20 A There was.

21 Q Would you describe that instance?

22 A Yes. In January of 1970 all of the Lustrex process
23 assistants were reduced and the remaining duties were

1 incorporated in the occupation of packaging operator.

2 Q What happened to the excess employees in that case?

3 A They would have been handled by Article IX.

4 THE ARBITRATOR: I'm sorry, I did not get that.

5 The Lustrex process assistant classification was
6 reduced and the number of people in the classification was
7 reduced, and the duties were incorporated into what job?

8 THE WITNESS: Packaging operator in the Lustrex
9 Department.

10 MR. CROSS: The occupation was process assistant.

11 THE ARBITRATOR: It was not Lustrex process
12 assistant?

13 MR. CROSS: No.

14 Q (By Mr. Cross) Directing your attention to February of
15 1970, was there an instance involving the reduction of the
16 color tester occupation in the Lustrex Department and a
17 combination of the color tester duties with someone else's
18 occupation?

19 A There was.

20 Q What was that?

21 A The occupation of color tester was combined with that of
22 sample expediter, and the sample expediter simply assumed
23 the duties of the color tester.

1 Q What happened to the excess employees in that instance?

2 A They would have been handled by Article IX.

3 Q Directing your attention next to April of 1970: was there
4 an instance involving the reduction of the paint mill
5 operator in a combination with the color and material --

6 A Yes. In April of '70 the paint mill operator in the PVC
7 Department was phased out and the remaining duties were
8 incorporated in the color and material weigher.

9 Q What happened to the excess employees in that instance?

10 A If there were excesses, this would have been handled by
11 Article IX.

12 Q Directing your attention next to June of 1971: was there
13 a combination of the occupation of lead operator and
14 extrusion lead operator in the Blending Department?

15 A There was.

16 Q What happened there?

17 A In that instance, the occupations of lead operator in
18 blending and lead operator in extrusion, both of these
19 occupations in the Lustrex Department were phased out and
20 the duties were incorporated into a job titled process
21 controller.

22 Q In December of 1971, was there a reduction in the occupa-
23 tion identified as inspector in the plant laboratory?

1 A There was.

2 Q What happened there?

3 A The inspector occupation was reduced and the remaining
4 duties were incorporated with the analyst.

5 Q Have you reviewed your files to see how many examples of
6 this kind there are?

7 A Yes.

8 Q Do you have any general idea of how many?

9 A More than 100.

10 Q All right. What is the procedure relative to such reduc-
11 tions and reassignments of tasks or duties? What did you
12 do?

13 A We would typically make such announcements to the Union
14 and to the employees. And then, we would submit those
15 jobs to the evaluation process according to Article III,
16 where the jobs would be re-evaluated if necessary, and
17 classified into their proper level in the rate structure.

18 Q What happens typically in those cases relative to excess
19 employees?

20 A Typically, if there are excesses, the excesses are handled
21 in accord with Article IX.

22 Q The same as was done in this case?

23 A In what case, sir?

1 Q In the present case.

2 A That's correct.

3 Q And, the solvent operator is another example of this; is
4 that correct?

5 A In the solvent operator case, the solvent operator classi-
6 fication was reduced to zero and the remaining duties were
7 incorporated into other occupations.

8 Q Has the company ever recognized a specific or implied
9 limitation regarding its right to totally reduce an
10 occupation?

11 A No.

12 Q Has the company ever recognized a specific or implied
13 limitation on its right to redistribute the tasks or duties
14 of an occupation?

15 A No.

16 Q Are you familiar with the negotiating history of the
17 parties relative to this subject matter?

18 A I am.

19 Q Directing your attention to the 1955 negotiations, are you
20 aware of the position of the parties and the proposals of
21 the parties in those negotiations?

22 A Certain of the proposals, yes.

23 Q I'll hand you now what has been identified as company's

1 Exhibit 5 and ask you if that is a proposal of this Union
2 in the 1955 collective bargaining negotiations?

3 MR. DOMISICK: As he answers, it might be
4 helpful how he answers without any authority.

5 THE WITNESS: It is.

6 (Company's Exhibit 5 for identifica-
7 tion.)

8 MR. CROSS: The company offers its Exhibit 5.

9 THE ARBITRATOR: You can take him on voir
10 dire, or you can just object on the grounds it hasn't been
11 authenticated, and you can assume from Mr. Belschwender's
12 obvious view that 18 years ago he was not --

13 MR. DOMISICK: How do we know that came in the
14 1955 negotiations?

15 THE WITNESS: Because I examined the records and
16 reviewed the records of past negotiations, and retrieved
17 this from the files.

18 MR. DOMISICK: Was this the only proposal the
19 Union made with respect to Article III?

20 THE WITNESS: This is the only proposal that I
21 have reviewed.

22 MR. DOMISICK: I object to its introduction.

23 THE ARBITRATOR: On what grounds? Authenticity?

1 MR. DOMISICK: At least. But beyond that, to be
2 abstract -- clearly, Mr. Belschwender cannot represent to
3 us with any accuracy at all that because it appears in the
4 file marked 1955, that it in fact properly belongs there.

5 I don't want to dwell on that point, but it is so.

6 Beyond that, this represents apparently only one pro-
7 posal; it doesn't show how many, nor do we have company
8 responses, nor does it in fact change the implication of
9 the 1972 agreement.

10 The Union has whatever rights it has under the 1962
11 contract because of the language of that contract; It
12 doesn't lose those rights, whatever they may be, by attempt-
13 ing -- and I haven't even bothered to read company Exhibit
14 5 -- it's not relevant to decide questions under the '72
15 contract.

16 We don't lose our rights under the '72 contract by
17 18 years ago --

18 MR. CROSS: This proposal of the Union is the
19 first in a long line of unsuccessful attempts to gain the
20 right they now claim they now have, and will be connected
21 to this as such an attempt in the 1972 negotiations,
22 leading to the contract before this arbitration.

23 MR. DOMISICK: I think 18 years is stretching a bit.

1 THE ARBITRATOR: Gentlemen, there are two or
2 three technical questions here. Let me try to deal with
3 them one by one.

4 The first is whether company Exhibit 5 has been
5 sufficiently authenticated by Mr. Belschwender. In order
6 to answer that question, I have to ask Mr. Belschwender a
7 question or two:

8 Are the company's records of negotiations going back
9 to 1953, records under your possession and control?

10 THE WITNESS: They are records under the posses-
11 sion and control of the employee relations manager who
12 reports to me.

13 THE ARBITRATOR: Do you know of your own knowledge
14 how this proposed exhibit was identified in the company's
15 files, which is to say: how was it found? Did you personal-
16 ly examine the company's records to find this exhibit?

17 THE WITNESS: In preparing for the solvent
18 operator case in which said exhibit was used, I did personal-
19 ly.

20 THE ARBITRATOR: So, you're testifying that
21 this exhibit comes from records maintained by the company
22 which are under your control and under the control of your
23 subordinates, and that you personally found this document

1 in the company's records?

2 A I did.

3 THE ARBITRATOR: All right. I think the
4 predicate has been sufficiently laid to establish the
5 authenticity of the company's Exhibit 5.

6 After all, corporations and unions have lives of
7 their own that exceed the span of any of their offices or
8 members. So, the proper way to introduce evidence that
9 is maintained in the records of a corporation or Union is
10 precisely the way Mr. Belschwender has done it.

11 So, at this point, subject to further voir dire or
12 impeachment, I would accept company Exhibit #5.

13 There remains, it seems to me a more difficult
14 question of the relevancy of this exhibit.

15 Generally speaking, I guess the rule of interpretation
16 is that one may not go behind the face of a contract,
17 whether it's a collective bargaining contract or commer-
18 cial contract, to explain its meaning, if the meaning is
19 clear and unambiguous on its face.

20 At this point, I don't know what precise language the
21 Union relies upon in attacking the company's elimination
22 and combination of jobs, nor do I know the precise language
23 on which the company relies in support of its right to do

1 so.

2 So that technically, the rule governing parol
3 evidence is hard to apply.

4 I'm satisfied though that historical documentation of
5 a contract clause is generally relevant to show its mean-
6 ing, and the parol evidence is one which I, like most
7 arbitrators, view with a certain amount of concern when it
8 is invoked to the limit, the total history, or the full
9 meaning of the contract laws.

10 The third and final objection that you raise, Mr.
11 Domisick, and one that also gives me considerable pause,
12 is: whether it is proper for the company to introduce an
13 excerpt from a large exhibit which would have been, in this
14 case -- from a larger document which, in this case, would
15 have been all the Union's contract proposals for the year
16 1953.

17 In short, the question you're raising is whether the
18 Union has been disadvantaged, would be disadvantaged if
19 the company were permitted to introduce this single Union
20 proposal out of context of the larger group of proposals
21 that the Union may have made in 1953, and out of context
22 of the company's responses, if any, to this proposal in
23 '68 and '72.

1 There are a number of ways to deal without possibility
2 of unfairness. One is for the Union to request the company
3 to produce the entire set of proposals, and such request
4 I would view sympathetically if it came, to requiring the
5 production.

6 Second, the Union's files, I would assume, are likely
7 to be identical to the company's files; both unions and
8 companies maintain good historical records of prior con-
9 tracts -- in the absence of fire, which wipes out records
10 or something of the sort, I would assume that the Union
11 would have its own record of proposals and counter-proposals
12 and statements in the 1953 negotiations.

13 So, with a certain amount of trepidation and a commit-
14 ment to assure that the Union will have a fair opportunity
15 to see the context in which company Exhibit 5 arose, I will
16 overrule the objection.

17 This is a very lengthy way of dealing with this
18 exhibit, but there are three points and I regard each of
19 them as fairly serious, and I assume it's the company's
20 intention to introduce additional exhibits to fill-out the
21 historical --

22 So, I will lay the issue at rest at this point.

23 (Company's Exhibit #5.)

1 MR. DOMISICK: I appreciate your thoughtful
2 discourse on this. However, I think it might be in order
3 to request of the company to identify, if indeed they
4 have any intent to, what portions of this exhibit they
5 intend to rely upon, since we are disadvantaged; and, if
6 we are compeled, as you suggested, to review in effect all
7 our own files for responses, I'd rather choose not to fish
8 but rather to be informed as to what portions upon which
9 he wishes to rely.

10 THE ARBITRATOR: That's a fair question. If you
11 had stated it earlier, I would have required the company
12 to be more specific -- but, it's still a fair question.

13 What section --

14 MR. CROSS: I would say Section III, which
15 clearly declares --

16 THE ARBITRATOR: This will be off the record.

17 (Conference held off the record.)

18 Q (By Mr. Cross) Based upon the records of the 1955 nego-
19 tiations, subject to your control and supervision, do you
20 know whether or not company's Exhibit 5 was accepted by
21 the company?

22 A It was not.

23 Q Let me direct your attention now to the 1968 negotiations.

1 I'll hand you what has been identified as company's
2 Exhibit 6. Company's Exhibit 6 purports to be a document
3 submitted in the 1968 negotiations.

4 Do you recognize it?

5 A I do.

6 (Company's Exhibit 6 for identifica-
tion.)

7 Q Was it a part of the documents covering the collective
8 bargaining negotiations between the parties, which are
9 subject to your control and supervision?

10 A It was.

11 Q Was this proposal of the Union in those negotiations, as
12 far as that record reflects?

13 A That's right.

14 MR. CROSS: The company offers its Exhibit 6.

15 THE ARBITRATOR: Does the Union object to the
16 company Exhibit 6?

17 MR. DOMISICK: Yes, for the same reasons, and I
18 assume that with the same responses. I would only like
19 that portion of the company's 6 to be identified as to --

20 MR. CROSS: I'm concerned with that language
21 which goes to the question of apparent request for mutual
22 agreements on changes in any occupation.

23 THE ARBITRATOR: Would that be section 4?

1 MR. CROSS: 4 -- looking at Section 6 in conjunc-
2 tion with that.

3 MR. DOMISICK: I think we can both stipulate it
4 involves wages, hours, and working conditions.

5 THE ARBITRATOR: Okay. Well, the company relies
6 principally on Section 4 of this exhibit; is that correct?

7 MR. CROSS: Right.

8 THE ARBITRATOR: All right. Union's objection,
9 which I understand, will be similarly overruled as to this
10 exhibit.

11 (Company's Exhibit 6.)

12 Q (By Mr. Cross) Based upon the records of the '68 negotia-
13 tions that are subject to your control and supervision,
14 do you know whether or not this proposal that has been
15 identified as company Exhibit 6 was accepted by the company?

16 A It was not.

17 Q Directing your attention now to the 1972 negotiations:
18 were you present at those negotiations, Mr. Belschwender?

19 A I was.

20 Q In those negotiations, did the Union make two different
21 proposals relative to Article III?

22 A Yes.

23 Q Handing you now what has been identified as company's

1 Exhibit 7 --

2 I'll ask you if this is the Union proposal?

3 A Yes.

4 (Company's Exhibit 7 for identifica-
tion.)

5 MR. CROSS: The company offers its Exhibit 7.

6 MR. DOMISICK: I have no objection to the intro-
7 duction of that.

8 THE ARBITRATOR: All right, without objection,
9 company's #7 will be received.

10 (Company's Exhibit 7.)

11 Q Based upon your presence at those negotiations and your
12 perception of what went on, was the proposal of the Union
13 identified as company's Exhibit 7 accepted by the company?

14 A No.

15 Q I'll hand you now what has been identified as company's
16 Exhibit 8 and ask you if that was the second proposal of
17 the Union?

18 A It was.

19 (Company's Exhibit 8 for identifica-
20 tion.)

21 Q I'll ask you if the Union proposal identified as company's
22 Exhibit 8 was accepted by the company in the '72 negotia-
23 tions?

1 A It was not.

2 Q Were there any changes agreed to?

3 THE ARBITRATOR: Are you offering this, Mr.
4 Cross?

5 MR. CROSS: Yes, I'll offer Company's Exhibit 8.

6 MR. DOMISICK: I hesitate to ask you to identify
7 those portions --

8 MR. CROSS: It's underlined. I'm again talking
9 about 4.

10 MR. DOMISICK: I have something under this
11 entitled Company's Exhibit C-1, attached to mine -- is that
12 part of the Union proposal or is that a company proposal?

13 THE WITNESS: That's simply the company proposal
14 in the matter, and possibly should not be submitted except
15 that it shows no change.

16 THE ARBITRATOR: I'm confused now.

17 The second page begins a new Article III, and in the
18 upper right hand corner it says, "Company's Exhibit C-1 --

19 THE WITNESS: This is essentially the 1970
20 contract and, essentially, the company's proposal is that
21 the language in this remains unchanged.

22 THE ARBITRATOR: So that the proper language or
23 the proper description of the second, third, fourth, and

1 fifth pages of company Exhibit 8 would be the company's
2 proposal, the company's counter-proposal?

3 MR. CROSS: Correct. I'm going to get to that.

4 THE ARBITRATOR: Does that answer your question,
5 Mr. Domisick?

6 MR. DOMISICK: Yes.

7 THE ARBITRATOR: Do you have any other objection
8 to receiving company 8, Mr. Domisick?

9 MR. DOMISICK: No.

10 THE ARBITRATOR: Received.

11 (Company's Exhibit #8.)

12 Q (By Mr. Cross) Look at the other pages. Does that repre-
13 sent the proposals of the company in those negotiations?

14 A It does.

15 Q As a matter of fact, were there any changes made in Article
16 III during those negotiations?

17 A No.

18 Q Mr. Belschwender, what is the company's policy on workload
19 requirements?

20 A Certainly, we expect eight hours work and no more than
21 that in any eight-hour day.

22 Q With regard to the instance where additional duties are
23 added to an employee's occupation, is there any different

1 standard?

2 A I couldn't hear the question.

3 Q With regard to where additional duties are added to employees'
4 occupations, is there any different standard?

5 A No.

6 Q With regard to specific configurations --

7 A I'm having trouble following your question.

8 (Conference held off the record.)

9 Q With regard to the new manning configuration which is the
10 subject of this case, is the company satisfied with the
11 efficiency of operation that's manned under that configura-
12 tion?

13 A It is.

14 Q Has any employee involved in that specific area, which is
15 the subject of this Grievance, been removed from his
16 occupation due to lack of doing the required work?

17 A No.

18 MR. CROSS: No further questions of Mr. Belsch-
19 wender.

20 *****
21
22
23

CROSS EXAMINATION BY MR. DOMISICK

1
2
3 Q Mr. Belschwender, if an employee had failed the eye
4 examination or the driver's test, that is, an encumbent
5 E.P.A., what would have happened to him?

6 MR. CROSS: I object. That question is not
7 before the Arbitrator; that is not a Grievance now pending
8 in any sense.

9 What might have happened if, is purely hypothetical.

10 THE ARBITRATOR: Well, it is hypothetical; on
11 the other hand --

12 Let me look at the job descriptions.

13 MR. DOMISICK: In the interest of time, I'll
14 withdraw the objection.

15 THE WITNESS: Certainly, it would raise a ques-
16 tion as to continuation of the employee in the occupation.

17 Q (By Mr. Domisick) A question you would resolve in what
18 fashion?

19 A Possibly in the fashion of removing the employee from the
20 occupation.

21 Q Under Article X of the contract, under Section 9, I believe
22 there is an experience table which, in effect, sets up a
23 contractual standard to define experience for a variety
of purposes, one of which is job bumping or bidding.

1 If an employee who is qualified under Article X,
2 Section 9 for the job of E.P.A. were to now bid in one
3 of the various ways in which that can be accomplished and
4 could not pass either of the tests, what would happen to
5 that qualified employee?

6 A Should an employee in the present qualification bid it --

7 Q So should someone outside, but who is qualified under
8 Article X, Section 9?

9 A Certainly, he would have to have a license to drive.

10 MR. DOMISICK: I have no other questions, thank
11 you.

12 MR. CROSS: No more questions.

13 Mr. Arbitrator, that's the company's case in chief.

14 MR. DOMISICK: I have one short rebuttal witness.

15 (Company rests.)

16 MR. CROSS: Mr. Arbitrator, I would request ask-
17 ing a question of this gentleman later.

18 THE ARBITRATOR: In order to keep the record
19 together, why don't you ask the question where you are and
20 where he is.

21 MR. CROSS: Will you give me about 30 seconds.

22 (Brief recess was held.)

23 *****

(After recess.)

1
2 Q (By Mr. Cross) Mr. Belschwender, will you explain Article
3 III, Section 2, concerning the classified quotes and the
4 classified language -- will you explain the company's
5 practice relative to Article III, Section 2, Page 5 of the
6 contract?

7 A Section 2 means that the company will meet with the
8 evaluating committee of the Union and engage in evaluation
9 of jobs to classify it into its appropriate level in the
10 rating structure. It does not mean to negotiate job
11 contact -- classification is a verb, not a noun.

12 MR. CROSS: That's all.

13 MR. DOMISICK: I have no questions of Mr.
14 Belschwender.

15 THE ARBITRATOR: The company's case in chief is
16 still complete?

17 MR. CROSS: That's right.

18 THE ARBITRATOR: Are you ready with your
19 rebuttal witness, Mr. Domisick?

20 MR. DOMISICK: Yes.

21 *****
22
23

1 ERNEST LECLAIR, (Recalled)

2 DIRECT EXAMINATION BY MR. DOMISICK

3
4 Q You are Ernest Leclair?

5 A Yes.

6 Q The same --

7 A The same.

8 Q Mr. Leclair, there has been some testimony by Mr. Laakso
9 as to the number of minutes or length of time it takes
10 an E.P.A. operator to move a pallet of material from 84
11 Building to 89 Warehouse.

12 His statement was, as I recall, a range of four to
13 eight minutes. Is that an accurate estimate of the length
14 of time it takes?

15 A Not for me, it isn't.

16 Q Can you tell us for you, what your estimate or recollection
17 of the time it takes you to move the pallet?

18 A Well, it would vary. There's days when you've got to fight
19 traffic as it is, trailer tractors, company vehicles;
20 then, when you're cutting through 85 to the back of 85
21 Building, T and M. seems to have an awful habit of loading
22 a box right on the best part of the road where you would
23 normally travel.

1 It may seem funny, sir, but did you ever ride a tank?

2 THE ARBITRATOR: I've never been in a tank.

3 THE WITNESS: If you ride close to the pallets
4 'way on the left side, that road is comparably smooth but
5 they normally drop a box there with drums in it, so you
6 have to go to the right side, and it's like going over a
7 cobble road.

8 THE ARBITRATOR: But, the question, Mr. Leclair,
9 is if Mr. Laakso's estimate of 4 to 8 minutes is not
10 accurate, as you see it, what is your best estimate?

11 THE WITNESS: I would say at least 12 minutes --
12 12 to 15 minutes, at times.

13 THE ARBITRATOR: Depending on traffic?

14 THE WITNESS: Your safety manual states that
15 you will travel in a safe, orderly manner. I don't believe
16 there's a speed limit, but you have to say 15 feet in
17 back of the next vehicle. If this guy is creeping along,
18 you're going to be creeping too.

19 You cannot really move in those trucks, or the load
20 will topple -- and it has happened to me on occasions.

21 Q (By Mr. Domisick) On the noon day shift, what has in your
22 experience, been the range of time it takes you to move
23 one pallet?

1 A Well, say on the nights where there's no traffic at all --
2 by the time I leave that Warehouse 84, by the time I put
3 my forks on the pallet and find a bay in the 89 Warehouse ,
4 that's 12 minutes.

5 Q Mr. Laakso also referred to putting in 89 Building, putting
6 your palletized load in a designated area, and I get some
7 vision of a vast clearly marked defined warehouse.

8 What is the situation in 89 Building?

9 A Wherever you find a bay, wherever you can find a bay that
10 you can keep the pallet together, that's where you store
11 it.

12 Q What is the situation in Building 84 with respect to
13 mobility of the fork lift?

14 A There's not much room to move around in there if you have
15 any amount of pallets in that warehouse when you come in.

16 Now, going back to taking a pallet -- we'll say you're
17 taking a pallet to the warehouse, you find an open bay and
18 you have to put 18 pallets to a blend, and you try to keep
19 them together as close as possible so that people in the
20 warehouse don't have to go all over looking for it, and
21 then come back. I may have to pick up a load of empty
22 pallets to furnish the bagger operators.

23 So, there's times it will run you 15 minutes.

1 I've got a thing here, if I may read it -- Mr. Dave
2 Gendron, Mr. Ed Scully --

3 MR. CROSS: What is this thing you're reading?

4 (Conference held off the record.)

5 Q (By Mr. Domisick) In addition to moving pallets from
6 84 to 89 Warehouse, do you also make trips with the fork
7 lift truck of raw materials in 88 Building?

8 A Yes.

9 Q How many on an average shift?

10 A Well, it could be on average shift, let's say, probably
11 once on an average shift -- it could be more. It all
12 depends what they need.

13 MR. CROSS: I'll stipulate to that.

14 Q (By Mr. Domisick) What is the highest number you can
15 recall having to transfer into the plant in one shift?

16 A Amount of pallets, or from the warehouse?

17 Q Of raw material, trips into 84 Building.

18 A I'd say three times -- bags and raw material.

19 Q Where did you obtain those raw materials?

20 A In 88 Building.

21 Q Are you responsible for loading them on the pallets as
22 well as carrying the pallets over?

23 A Yes.

1 Q Have the number of samples required to be taken increased,
2 decreased, or remained the same since the 92 shutdown?

3 A I would say it varies on the product.

4 MR. DOMISICK: I have no other questions.

5 Thank you.

6 MR. CROSS: No questions.

7 THE ARBITRATOR: Any further rebuttal?

8 MR. DOMISICK: No, it would only be cumulative.

9 MR. CROSS: The company has nothing further.

10 The company would waive oral argument and file a
11 written brief.

12 Our position in short is that there is nothing in the
13 contract to prohibit what we did.

14 (Conference held off the record.)

15 THE ARBITRATOR: Is it your wish also to file
16 a brief?

17 MR. DOMISICK: Yes, I'm going to.

18 THE ARBITRATOR: Because, I won't insist you
19 file a brief if you prefer to argue orally.

20 MR. DOMISICK: Thank you -- because of the late-
21 ness of the hour, the complexity of the questions, I will
22 file a brief.

23 MR. CROSS: I would like the brief post-marked

1 no later than three weeks from receipt of transcript.

2 MR. DOMISICK: That's acceptable to me.

3 *****

4
5 COMMONWEALTH OF MASSACHUSETTS

6 COUNTY OF HAMPDEN

7
8 I, CLAIRE C. TRUDEAU, hereby certify that the fore-
9 going is a true and accurate transcript of my stenographic
10 notes to the best of my knowledge and ability.

11
12 
13 Claire C. Trudeau

14 *****