

ATTACHMENTS

1. Grievance Form
2. Company Third Step Answer
3. Union Request for Arbitration
4. Posted Staffing Reduction Announcement
5. Solvent Operator Job Description (Both Buildings)
6. PVC Kettle Operator Job Description (88 & 92 Bldg.)
7. PVC Control Kettle Operator Job Description (88 & 92 Bldg.)
8. Supplementary Agreement Dated Nov. 12, 1946

*sent to Mr. [unclear]
11/30/72 - [unclear]*

8

SOLVENT OPERATOR REDUCTION GRIEVANCE

A. Grievance Data (Third Step Form)

Grievant: Local 288 - T. Starzyk, Negotiating Comm. Chairman

Date Grievance Filed: April 2, 1972

Date Grievance Submitted for Third Step: April 4, 1972

Steward Involved: None on grievance form; however, C. Kelley
most probable selection for arbitration.

Nature of Grievance: "The Company has violated the contract
and past practices and procedures by
removing all employees from and abolish-
ing the Job Classification and occupa-
tion of Solvent Oper., under Schedule 2."

Proposed Adjustment: "That the Company reverse this action
taken, reestablish the Solvent Oper.
classification and occupation. Make
all employees involved whole as though
they had not been unilaterally removed."

Company Answer at Third Step: "The Company has carefully re-
viewed the facts in this case
and finds the reduction of 8
Solvent Operators due to pro-
cedure and equipment changes
was proper."

Signed: M. S. Starr

Dated: 4/4/72

Note: Company and Union waived normal first, second and third
step procedures by mutual consent. Meetings held by
Personnel Manager, Employee Relations Manager, Employee
Relations Supervisor, and the Union Negotiating Committee
with International Representative H. Lussier concerning
this staffing reduction were considered proper grievance
handling in this particular case. Meetings to discuss
the problem were held: 3/24, 3/28, 4/3, 4/4, 4/5, 4/6,
4/7, 4/11 (underlined dates were those days where
H. Lussier was in attendance).

B. Issue

Did Company violate contract when it reduced the Solvent Oper-
ator classification in the Polyvinyl Chloride Department from
8 to 0 through the implementation of new equipment and new
methods?

...

C. Background

PVC Polymerization kettles located in both 88 and 92 Buildings have been cleaned by many different methods over the years. Prior to the establishment of the Solvent Operator classification in 1964, kettles were solvent cleaned by kettle floor personnel. Prior to August, 1964, each kettle was filled approximately one-half full with MEK solvent which was then brought to a boil for a predetermined amount of time. After this cleaning phase, the "diluted or dirty" solvent was recovered within the now cleaned kettle.

In 1964 a new "kettle or still" was added to recover the solvent off-line and a new method of cleaning with the solvent was introduced. Instead of cleaning after each production batch, a kettle was allowed to "build up" with polymers and after each 8-10 production cycles, it would be taken "off-line" and filled with THF solvent for an eight-hour cleaning cycle. With the refinement in methods and equipment, a new classification - "Solvent Operator" - was established and staffed eventually with 2/crew (6&2 operation). As there was a total of 8 kettles in 88 Building and 7 kettles in 92 Building, one of the operators/crew was utilized in the eight-hour "stewing" process while the other Solvent Operator worked on the recovery system purifying the solvent for reuse (THF solvent is very expensive and its recovery important economically). It should be noted that once the production kettle was "turned over" to the Solvent Operator for cleaning, the production floor kettle operators had nothing to do with it until "returned" for production use. Also, the recovery "kettle or still" was located in 92 Building, on the ground level, removed physically from the production kettles on the floor above. The Solvent Operator working on the recovery function was also given the duties of proper valving and inventoring of the THF storage tanks located in the rear of 92 Building. [Note: There was some controversy in 1964 as to who should do the revised solvent cleaning functions; kettle operators or someone else. As a result, the Solvent Operator classification was established. More detail of this episode is available, if necessary.]

Due to the high cost of cleaning, equipment, ^{age} quality, and rate problems, supervision made a detailed study of the system in an effort to find ways to improve the operation. It was determined that a better method of cleaning could be accomplished by:

1. Filling each kettle with solvent after each and every batch (estimated 40-60 minutes each kettle cycle of approximately 12 hours).
2. Take one of the existing 7 kettles in 92 Building and convert it to a recovery kettle, automate its operation and automate the associated valving so that all recovery functions could be handled on the kettle floor. [At this point a decision had to be made to replace the old recovery "kettle" at a cost of

thousands of dollars or sacrifice production output and use an existing vessel for recovery purposes. As is quite well known, our PVC operation has been running in the red for a number of years and project monies are scarce unless fast payback can be insured. In this case, approximately \$125,000 was spent to make the necessary changes.]

The objectives to be met by these methods and equipment change were:

1. Reduce costs [8 Solvent Operators as Kettle Operators could now handle own cleaning and recovery.]
2. Improve quality - (Will get more specific at later review).
3. Keep production rates at level that existed prior to change.

After making the necessary equipment modifications, on March 27, 1972, department employees and Union officers were informed by department supervision that due to changes in kettle cleaning procedures and equipment there would be a reduction of eight (8) Solvent Operators effective work week beginning 11:00 p.m., April 2, 1972.

The Union argue that the Company had only "split up" the Solvent Operators' work and had not done away with it -- and so the grievance.

D. Incident Giving Rise to Grievance

Staffing reduction announcement dated 3/27/72 with subsequent staffing reduction of 8 Solvent Operators on April 2, 1972.

E. Pertinent Contract Language

Article I, Sec. 2, 3 (Productivity and technological change)
Article III, Sec. 1, 2, 3 (Job Classification - Wage Analysis Plan)
Article IX, Sec. 1, 3 (Layoff)
Article XI (Grievance Procedure)
Schedule 1, 1A (Wage Rates)

F. Practice

"Solidly-for" - The Company has routinely used methods, technological and equipment changes to reduce staffing "unilaterally". The elimination of a classification is a technical point. The Company, on a number of occasions in the past, reduced the number of individuals working in a classification to 0. How or if these occupations are per se eliminated from the Wage Analysis Plan is still under review.

G. Union Position and Motivation

This grievance has and will continue to be fought on many grounds.

1. Unilaterally eliminating a classification is a contract violation.
2. Eliminating a classification with more than 4 hours of work/shift remaining in that classification is a contract violation.
3. Company only revised and altered cleaning methods and did not make any true methods, technological or equipment (automation) changes.

Motivation:

1. Job security threatened - Company had 50 employees on layoff at time with more layoffs threatened.
2. With the startup of the Saflex facility, over 100 bargaining jobs reduced in prior 12 months.
3. Radicals in control - "Let's teach Company a lesson - If we don't take a stand somewhere, the Company will put the 1970 "PVC Staffing Plan" into effect." (Very emotional issue to be discussed at future date.)

H. Company Position and Motivation

1. Must continue to make methods, equipment and technological changes to survive.
2. Article III re Job Evaluation is concerned with proper payment for duties and does not mean that a job cannot be declared obsolete during the life of the agreement.
3. Technically, Solvent Operator job description exists although not staffed (because work of that occupation no longer exists to justify it being staffed). 1964 arbitration award by Professor Koretz re filling vacancies states to the effect that the Company has the right to determine when there is need to staff a particular position.

4. Company has, in past, eliminated the staffing of occupations. For example:
 - Blender Lead Operator 1/crew reduced (eliminated?)
June 7, 1971
 - Extruder Lead Operator 1/crew reduced "
June 7, 1971
 - Asst. Packaging Operators 1/crew (5&2) reduced
(eliminated?) June 4, 1971
5. In this case, \$125,000 was spent to automate and improve cleaning methods - \$ spent must have pay-back.
6. Kettle Operators throughout the plant are primarily responsible for the cleaning of their assigned kettles. This assignment, due to method change, just returns this function to where it was originally.
7. PVC product line is in financial trouble - reduction in headcount through "justified" means necessary for continued life.

Why is the Company Resisting:

1. Basic management "right" on the line.
2. Company attempted, through discussion to work with Union, to avoid arbitration and threatened strike to no avail.
3. Reinstating Solvent Operators would deal a knockout blow to the Springfield Plant's ability to survive and attract new capital.

I. Submission Question

Need some advice in this matter. If issue could be kept pure, that is, is it a violation of contract to not staff an occupation during the life of the agreement (Art. III, Sec. 2), it would probably be best.

J. Settlement Possibilities

Slim chance that Union will cancel plans to arbitrate prior to hearing as leadership support for such an action still exists.

M. S. Starr

/lm
11-17-72

DISBURSEMENT REQUEST (Instr. reverse side)		VOUCHER NUMBER	
CONTROLLER: PLEASE AUTHORIZE ISSUANCE OF AMOUNT (Spell out amount of request)		☒ CHECK	☐ CASH
		DATE OF REQUEST	
*** FOUR HUNDRED SEVENTY-FOUR-----and 00/100 DOLLARS		7/9/73	
TO: NAME OF PAYEE (Print or type address, If To Be Mailed) PHILBIN STENOGRAPHIC SCHOOL & SERVICE, INC. 77 Maple Street Springfield, Mass. 01105		DELIVER TO:	
IN PAYMENT OF (Explain) Original and 1 copy of Transcript taken at XXXXXX Arbitration 3/28/73 (XXXXXX)		Solvent Operator	
(Special Note to Accounts Payable - INCLUDE THIS INFORMATION ON REMITTANCE ADVICE)			
COMPLETE FOR TRAVEL ADVANCE		SIGNED BY: (Signature of person making request) M. S. Starr	
DAYS OF TRAVEL ANTICIPATED _____		APPROVED BY:	
HAVE YOU SUBMITTED EXPENSE REPORTS FOR PRIOR ADVANCES?		J. R. Belschwender	
IF "NO" ABOVE - THIS ADVANCE APPROVED BY:		PAYMENT RECEIVED BY:	

DISTRIBUTION											
DIV.	ACCOUNT			CLASS	MATERIAL	TRAN.	AMOUNT			VENDOR NO.	RECEIVING REPORT, JOB OR TRAVEL NO.
	PLT. 15-16	MAINT 17-19	SUB. 20-21								
14	15-16	17-19	20-21	22-24	25-29	30			31-39	40-45	62-68
8	12	913	15	706					474 00		
TOTAL AMOUNT \$									474 00		

A118 REV. 3-67

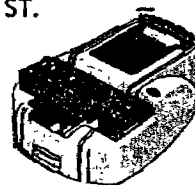
RSV0025669

Philbin Stenographic School and Service, Inc.

77 MAPLE ST.

SPRINGFIELD, MASS. 01105

MACHINE SHORTHAND
REPORTERS



TELEPHONE 781-2004
FEDERAL ID NO. 04 2316011

Martin M. Liebman, Esq.

June 20, 1973

800 North Lindbergh Boulevard

St. Louis, Missouri 63166

For Services Rendered Re: Arbitration between International Union of Electrical,
Radio and Machine Workers, Local 28 and Monsanto
Company, taken at the Highpoint Motor Inn, Chicopee,
Mass., on March 28, 1973.

Transcript:	(original)	248	pages @ \$1.35 ea.	-----	\$334.80
	(copy)	248	pages @ .40 ea.	-----	99.20
	Attendance fee:			-----	40.00
					<u>\$474.00</u>

Total bill: \$474.00

REPORTER Marcia Moran

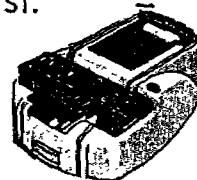
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TELEPHONE 781-2004
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For Services Rendered

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