

STANDING COMMITTEE MINUTES

FEBRUARY 16, 1994

Present were Bob Fehlen, Joe Hertig, Claude Weaver, Gary Tucker, Ken Green, George Brajcich, Kris Keeler, Doug Campbell, Gene Dixon, Billy Taylor, and Shelley Prouty.

ITEMS DISCUSSED:

1. Standing Committee meeting dates
2. Safety shoe reimbursements
3. Resolving grievance issues at the first step
4. Employee request to blue slip to Labor Pool
5. Mill seniority list
6. Labor Pool issues
7. Grievance 93-47; #5 Paper Machine overtime scheduling
8. Grievance 93-49; #5 Paper Machine second felt time
9. Trading days off
10. Outside truck drivers assisting Wauna employees
11. Shipping/Converting job combination - update
12. Grievance 93-54; shift mechanics and reliefs
13. Grievance 94-03; shift mechanics and relief mechanic scheduling
14. Grievances 94-01 and 94-02; Yard crew call times
15. Complaint C94-01, Utilities recertification
16. Grievance 94-04, overtime assignment to a person not qualified in all aspects of job
17. Grievance 94-05; Unitizing overtime assignment
18. Grievance 94-06; #5 Paper Machine clothing time premium pay
19. Grievances 94-07, 94-15 through 94-19; Kraft mill day utilities filling vacancies
20. Grievance 94-08; canceling vacation after vacation starts
21. Grievance 94-09; hot meals
22. Grievance 94-14; Kraft mill overtime

1. STANDING COMMITTEE MEETING DATES

There was some discussion on changing either the time or the date of the meetings to accommodate some scheduling

difficulties for a member of the management committee. The other options explored caused some difficulties for the union committee. The meetings will continue to be on the third Wednesday of each month.

2. SAFETY SHOE REIMBURSEMENTS

The safety shoe reimbursement method currently used is cumbersome and not really value adding. Management proposed issuing a check for \$55 to each hourly employee every January and eliminate the need for employees to bring in receipts. Management still needs to work out what will be done for 1994, but hopes to be able to just issue checks to employees for whatever shoe balance is currently in their account.

The Union Committee agreed to this proposal.

3. RESOLVING GRIEVANCE ISSUES AT FIRST STEP

DISCUSSION:

The Management Standing Committee (MSC) suggested formalizing in a memorandum of understanding that all grievances which are resolved at the first step do not establish any precedent and would not be binding on future issues or in other departments. The hope is that this would empower shop stewards and supervisors to agree to resolutions without fear of setting precedent. This understanding would also mean that upper management and the union officials could not second-guess a resolution reached at first step and override the first step.

RESULT:

A memorandum of understanding will be drafted and copied to the Union Standing Committee (USC) members for input. Once the final memorandum is signed, it is agreed that the results will be reviewed in three months, with either party having the ability to say it is not working as had been hoped.

4. EMPLOYEE REQUEST TO BLUE SLIP TO LABOR POOL

DISCUSSION:

An employee has requested to blue slip from his current department, where his hours have been drastically reduced, to the Labor Pool. The department's management has agreed.

RESULT:

The Joint Committees support allowing the employee to blue slip to labor pool. The employee thereby relinquishes all rights to his former progression ladder job and has no grandfather rights.

5. MILL SENIORITY LIST

A draft was presented and explained to the Joint Committees. The USC will carefully review the list and the tie breakers used for same-day hires and will respond at the next meeting. If there are no changes at the next meeting, the seniority list will be agreed upon as final and will be published.

6. LABOR POOL

The labor pool supervisor notified the USC that she plans to send a letter to all blue slipped labor pool employees outlining the expectation that they check their schedule as other employees are expected to do, either by stopping by or calling the Clockroom.

The USC also shared some situations they were aware of where departments had not communicated with the Clockroom, which caused problems for employees and departments.

A team consisting of a Clockroom attendant, USC members, MSC members, and the converting scheduler will meet to review the current process and work to make the scheduling process a little easier.

7. GRIEVANCE 93-47; #5 PAPER MACHINE OVERTIME SCHEDULING

FACTS:

Through some miscommunication between schedulers, four people were scheduled in for some overtime, when only two people were needed. Rather than sending the two incorrectly scheduled people home, they were allowed to stay and work. However, there were two people who did not work who were entitled to the overtime worked by the two incorrectly scheduled people.

The grievance was discussed and settled at the October Standing Committee; the grievants were to be allowed to come in and do meaningful work for the same hours that the incorrectly scheduled people worked.

DISCUSSION:

The USC, since the settlement in October, have been told that a supervisor told an employee to contact another employee who was on vacation to tell them of the overtime opportunity. The employee on vacation then called and changed his vacation from day-off to day-off, to a Monday-to-Monday, which enabled him to come in for the overtime.

The primary issue for the USC is that it appears that a supervisor deliberately told an employee to call another who was on vacation - employees on vacation should not be called, and supervisors are responsible for making any calls needed to other employees about work.

The MSC stated that the joint committee formulated a resolution that was believed to be right for the facts of the situation, and the committee needs to abide by that, or else we will never be able to reach a resolution on anything.

The USC agreed that there is no desire to start overriding previous standing committee agreements. They also stated that agreements need to be based upon all the facts, and do not believe the initial settlement agreed to was based upon all the facts. Therefore, the USC cannot agree to the earlier decision, and if the joint committee can't reach a resolution the grievance will be processed to third step.

Management stated that they had reviewed the new information to see if it would materially change the situation and the appropriateness of the agreed upon settlement, and did not believe the new information materially impacted the facts of the situation. The MSC will review again with the department management to see how they want to proceed.

RESULT:

No agreement; grievance is not settled.

8. GRIEVANCE 93-49; #5 PAPER MACHINE, 2ND FELT TIME

The MSC's research showed that the felt was indeed completely off the machine before the start of that crew's next shift.

RESULT:

The second felt time will be paid as requested by the grievants.

9. TRADING DAYS OFF

The Committee wanted to clarify what the contract does and does not allow in trading time off. Trading days off must occur in the same week. A person cannot work a double shift (i.e. 16 hours for a day worker) in exchange for an additional day off.

If employees have situations in their personal life which necessitates a different schedule, they should

bring their request to the standing committee for review, or investigate the various leave options that are available (family medical leave, parental leave, emergency granted time off).

10. OUTSIDE TRUCK DRIVERS ASSISTING WAUNA EMPLOYEES

DISCUSSION:

The USC's research showed that before the cutbacks last spring, Shipping/Unitizing were scheduling people for clean up and two types of bilge loading, but that has stopped that practice when the ladder staffing was cut. Now employees do the bilge loading as they can. The USC believes that the work the drivers do when they assist with their load (placing wedges, holding straps) is the jurisdiction of Local 1097, because the strapping and blocking used to be done by the people scheduled to bilge load. The Union is requesting that these duties be added to the current job duties of the people in Shipping/Unitizing.

Management's understanding is that it is part of the outside truck drivers' jobs to make sure their loads are properly secured and it is common practice for them to help set wedges. It has been a common practice here at Wauna for a number of years and has not been challenged; therefore that work is not the exclusive jurisdiction of Local 1097.

RESULT:

The joint committees agreed to:

1. Discuss with department management to see if those tasks could be added to what the Shipping/Unitizing people already do.
2. Try to determine just how many years outside drivers have been assisting.
3. Review research results at next meeting.

The issue remains unresolved.

11. SHIPPING/CONVERTING JOB COMBINATION - UPDATE

No decisions have been made regarding the job combination ideas that were discussed at the January Standing Committee meeting. There are still a number of questions that need to be answered and further work to be done. Management will keep the Union informed of any decisions that are made.

12. GRIEVANCE 93-54; SHIFT MECHANICS AND RELIEFS

DISCUSSION:

Management stated that the grievance is arguing an issue that has already been decided at mediation; whether or not relief shift mechanics are in the same job classification as shift mechanics [they ARE the same classification].

The USC agreed that the situation meets the guidelines agreed to in the memorandum of agreement dated 10/27/93.

RESULT:

The grievance was withdrawn.

13. GRIEVANCE 94-03; SHIFT MECHANICS AND RELIEF MECHANIC SCHEDULING

DISCUSSION:

Management agrees that there were mixed practices for transitioning relief shift mechanics to and from day shift onto or off of shifts. A joint agreement was reached on December 15, 1993 as to how that was to be done. At that time, Management told the USC that the agreement would not apply retroactively, which is what this grievance is requesting. The agreement was effective December 15, 1993 forward.

RESULT:

The grievance was withdrawn.

The USC put Management on notice that they will pursue the issue the first time a relief mechanic transitioning back to days would have worked Saturday and/or Sunday (on shift) but is not allowed to work those days.

14. GRIEVANCES 94-01 AND 94-02; YARD CREW CALL TIMES

The grievances were withdrawn; there was no contract violation.

15. COMPLAINT C94-01, UTILITIES RECERTIFICATION

DISCUSSION:

Employees in the Utilities department are requesting the same training for the recertification process as they had for the initial certification. Some are concerned that the training process in use now (self-study) may not best meet their learning needs and might hinder their ability to learn the material well enough to recertify in their jobs.

Management's review with the department showed that of those who have taken the recertification test so far (hourly and salaried), all have passed and have done so within one or two percentage points of their initial certification test. That would indicate that the training is effective. Additionally, department management is committed to making their employees successful in meeting Corporate requirements. If an employee is having difficulties learning the material or passing the test, they will receive more individualized training so that they can pass the test.

USC reported that they have been informed that some people in the Utilities Department have not yet been initially certified. The Company responded that they were not aware that there was anyone who needs to be certified and has not yet been certified. This would have to be reviewed with the Utilities Department and responded to (following this Standing Committee Meeting, Joe Hertig discussed this with the Utilities Department Supervision, and it was

reported that those who are required to have been initially certified have been certified).

Management is not willing in moving away from that understanding stated in the 1992 minutes. The goal is

RESULT: people who are assigned to those ladders fully
No action will be taken on the complaint at this time, until all the operators have taken the test. If there are problems at that time, the committee can discuss the issue again. In the meantime, employees are strongly encouraged to talk to the department superintendent if they have specific, individual concerns.

16. GRIEVANCE 94-04, OVERTIME ASSIGNMENT TO A PERSON NOT QUALIFIED IN ALL ASPECTS OF JOB

DISCUSSION:
The USC thought that at one time there was an agreement that a person not fully trained in all the pieces of the Household Towel job would be shown on the schedule as only qualified to run whatever specific machine they could run, so that the whole crew wasn't reshuffled when that person came in on overtime.

The MSC referred to the July 16, 1992 Standing Committee minutes [page 9, Job Classification Clarification] which state:

17. GRIEVANCE 94-03; UTILIZING OVERTIME ASSIGNMENT

"Some questions have arisen in Converting as to who is in a job classification. In some areas, a job classification covers a number of different machines and they have considered a person to be in the job class even if s/he is not yet trained and/or qualified on all the machines that they rotate on.

The Standing Committee confirmed that the person is indeed in the job classification, even if they are not yet trained on all the machines in the job class. They have rights to overtime in that job class before someone out of the classification. If the crew has to be moved around so a person can operate a machine they are trained to operate, then that needs to be done.

Employees on the schedule in the job are in that job classification for the week."

Management is not willing in moving away from that understanding stated in the 1992 minutes. The goal is to have people who are assigned to those ladders fully trained in the job, but people have to recognize that a person has to learn one job at a time, and while they are learning they, too, have contractual rights to the overtime.

The Union Committee requested that management explore ways to separate on the schedule the person who is only able to operate only one or two machines in the job classification so that they are only called in for those machines they can operate.

Management is concerned about making an already complex job (scheduling) even more complex. Also, management will not do anything that moves toward making each machine center a separate sub-classification within that job classification.

RESULT:

Grievance is on hold while members of the USC and Converting management meet to discuss and explore ideas.

17. GRIEVANCE 94-05; UNITIZING OVERTIME ASSIGNMENT

DISCUSSION:

The MSC shared the information they had gathered. An on-shift move up had been done to cover a vacancy near the top of the progression ladder. Later in the week, a person at the bottom of the ladder was injured at home and could not complete their tour, so the department filled the bottom job with overtime. Further research showed that the grievant was indeed called, but could not be reached.

RESULT:

Hold the grievance timely while the USC does further research.

18. GRIEVANCE 94-06; #5 PAPER MACHINE CLOTHING TIME PREMIUM PAY

DISCUSSION:

The crew was scheduled in two hours before their regular start time to assist in some work associated with the machine clothing. The grievants are requesting the payments outlined in Section 19, paragraphs C and I. They are NOT requesting a call time, as this situation does not fit the call time language.

Management's understanding of the situation is that the crew was scheduled in advance, and it was not a "call back" as stated under paragraph I.

The USC stated that historically at Wauna these premiums have been paid in this kind of a situation, for example, on #3 & 4 paper machines.

RESULT:

Management will research further and respond at the next meeting.

19. GRIEVANCES 94-07, 94-15 THROUGH 94-19; KRAFT MILL DAY UTILITIES FILLING VACANCIES

DISCUSSION:

The Kraft Mill has reduced the four utility positions on shift, to two on day shift, Monday through Friday. Before that reduction was made, the department would often move up on shift and leave the clean up job open.

The department has continued that practice - they move up the day utility and leave the utility job open. It is recognized that this can't be done on nights or weekends because there is no utility; at those times someone would have to be called in on overtime.

The grievants referenced a letter by the department superintendent. The Standing Committee believes that employees did not understand that this letter was

intended to be a flexible set of guidelines, not the final word on what the utility's job is or is not.

Management has the right to move up on shift and not fill the bottom job at management's discretion. Management intends to fill overtime in the job classification where the vacancy occurs when the decision is made to fill with overtime.

RESULT: All these grievances are withdrawn; there is no contract violation.

USC wants it noted that in the Union Labor Agreement, under Section 26 Merit Paragraph A, reads in part, "A

20. GRIEVANCE 94-08; CANCELING VACATION AFTER VACATION STARTS

DISCUSSION: The grievant was laid off to the Labor Pool from Shipping. He did not want the available jobs in Converting, so requested a vacation instead. His department, knowing his reason for taking the vacation, called him when his blue slip job became available to let him know and give him the option of canceling the vacation, which he did. However, this call and cancellation happened on Monday afternoon, AFTER the official vacation period had started.

The MSC has talked to the department supervision and informed them that they absolutely cannot contact someone once a vacation has started, and an employee cannot cancel a vacation once it has started. Management also believes that the employee has some responsibility in this situation and should not be enriched for an error he had a part in. The MSC suggested that the settlement amount be donated to a local charity, and agreed that it is our mutual interest to ensure that situations like this do not happen again. Vacations are sacred time!

RESULTS: The grievance is on hold while the USC reviews it again.

DISCUSSION:

21. GRIEVANCE 94-09; HOT MEALS

DISCUSSION:

Management asked the USC if there wasn't a better way to deal with this issue rather than wasting everyone's time and energy on what is really a sub-issue. The hot meal is seen by management as a tool employees are using to retaliate because of the issue over receiving 15 1/2 hours of pay for being in the mill 16 hours (with an unpaid lunch time).

USC wants it noted that in the Union Labor Agreement, under Section 26 Meals, Paragraph A, reads in part, "A meal which will be hot if practical, shall be furnished" The provision to provide meals is contractual.

The USC said the main issue is the menu that is available - employees would like options other than burgers. Could more of a dinner menu be provided?

MSC said that would not be a problem, as long as the restaurants that would deliver to Wauna have dinner items to offer. Choices may be limited just because of our location.

RESULT:

Management will contact more restaurants to see if they deliver, and will work with the establishments that will deliver to try to offer more breakfast, lunch, dinner type options. Further, this issue is currently scheduled to be discussed at 3rd Step under 94-10. Let's let decision in 94-10 apply to 94-09.

With that, this grievance is settled.

22. GRIEVANCE 94-14; KRAFT MILL OVERTIME

DISCUSSION:

Overtime was needed in the Bleach Operator position on a Monday, and it was filled by the person who had worked in the job classification earlier in the week. The person who was scheduled later that week to work in that job classification is grieving saying that the person who did fill it was no longer in the classification.

RESULT:

When a person completes their tour they retain the rights to the job classification until they are actually assigned to and start in a different job classification. This means they are in the job classification even on their four days off.

Grievance is withdrawn.

The next Standing Committee meeting is March 16, 1994.


Management Standing Committee


Union Standing Committee