

cancel the agreement if it is believed to not be an effective approach.

STANDING COMMITTEE MINUTES

1. 1 & 2 PAPER MACHINE SCHEDULING GUIDELINES:

MARCH 16, 1994

DISCUSSION:

In attendance were George Brajcich, Joe Hertig, Trisha Norvell, Mark Bechtold, Claude Weaver, Gary Tucker, Ken Green, Bob Sullivan, Doug Campbell, Norm Dittrich, Kris Keeler, Gene Dixon and Shelley Prouty. See no issues.

ITEMS DISCUSSED:

1. Memorandum of agreement - first step grievance resolutions with the department employees and will
2. 1 & 2 Paper machine scheduling guidelines
3. Grievance 93-47; Wrong people scheduled in
4. Grievance 94-05; Unitizing overtime assignment
5. Grievance 94-08; Vacation cancellation
6. Grievance 94-06; # 5 paper machine bonus pay
7. Grievance 94-09; Hot meals particular job; through
8. Mill seniority list four were scheduled in. Rather
9. 401(k) the two extra people home, they were
10. Outside truckers assisting unitizing employees
11. Insurance committee have been the ones to work in
12. Yard crew pay rate people.
13. Requirement to have telephone
14. Grievance withdrawal procedure agreement last fall that
15. Reprimand removal process overtime work
16. Labor pool training make them whole, which resolved
17. Request to blue slip to labor pool from napkins
18. Grievance 94-20; Displacement of an employee by a medically restricted employee who was on vacation
19. Grievance 94-21; Pulp dryer clean up done by Kraft Mill utility
20. Grievance 94-22; Letter of discussion, safety/work performance issue the department supervision and to
21. Grievance 94-23; Isolation process for pulp dryer had worksheet outlining what was to happen and who was to work on the down. Another employee

1. MEMORANDUM OF AGREEMENT; FIRST STEP GRIEVANCE

RESOLUTION:

See the attached memorandum. The joint committee agrees to this, with the understanding that either party can

Standing Committee Minutes

March 16, 1994

cancel the agreement if it is believed to not be an effective approach.

2. 1 & 2 PAPER MACHINE SCHEDULING GUIDELINES:

DISCUSSION:

Management presented some guidelines drafted at the request of the area employees. The employees have voted on and approved these guidelines and would like to implement them if the Standing Committee sees no issues.

RESULT:

The Union committee did not see any issues initially. They will review with the department employees and will respond at the next Standing Committee meeting.

3. GRIEVANCE 93-47; WRONG PEOPLE SCHEDULED IN:

BACKGROUND:

Two employees were needed for a particular job; through some miscommunications four were scheduled in. Rather than sending the two extra people home, they were allowed to work the shift. However, there were two other people who should have been the ones to work in place of the two extra people.

The joint committee came to an agreement last fall that the grievants would be offered overtime work opportunities that would make them whole, which resolved the grievance. Later, the union was given different information indicating that a supervisor had requested an employee to call another employee who was on vacation so that he could change his vacation.

DISCUSSION:

Management talked to the department supervision and to the employee who changed his vacation. The supervisor had given out a worksheet outlining what was to happen and who was to work on the down. Another employee noticed the vacationing employee's name on the worksheet and called him to let him know of the overtime he was scheduled to work. The supervisor did not request that he call.

The employee who was on vacation, before receiving the telephone call from the co-worker, had already adjusted his vacation to a Monday-to-Monday schedule in order to more easily "unravel" a seniority move. Therefore, management's position is that the initial agreement reached to resolve the grievance still stands.

RESULT:

The Union will respond at the next standing committee meeting.

4. GRIEVANCE 94-05; UNITIZING OVERTIME ASSIGNMENT:

BACKGROUND:

An employee reported to work without a full medical release and was sent home; an on-shift move up was made to cover the opening. An employee who had requested vacation instead of being laid off was notified of the work opportunity and canceled their vacation (see grievance 94-08, item number 5 in these minutes). This employee worked one day and was injured after work at home. The department then filled with overtime at the bottom job where this employee had worked.

DISCUSSION:

The Union clarified the basic issue of the grievance, which is that the employee who canceled their vacation (after it had started) should not have been in the mill and was therefore not eligible to work the day he did. That being the case, the job should have been filled with overtime and the grievant would have been the one to work it. The union has never agreed to allowing employees to cancel vacations once they've started and have no intention of letting that become a practice.

RESULT:

Management will confirm that the grievant is the appropriate person who would have been called in for that day, and will be made whole for that day.

Grievance resolved.

The union committee will review and respond at the next

5. GRIEVANCE 94-08; CANCELING VACATION AFTER IT'S STARTED:

DISCUSSION:

The facts of this grievance are the same as those for grievance 94-05 discussed previously. The joint committee does not want to see either the department nor the employee gain from having made this side agreement regarding canceling the vacation after it started.

RESULT:

The additional half-time penalty (the "half" of the time and a half that would have been worked had the job been filled on overtime) will be donated to the Astoria D.A.R.E program.

6. GRIEVANCE 94-06; #5 PAPER MACHINE BONUS PAY:

BACKGROUND:

The day shift crew was scheduled in two hours early to work on a clothing change. The employees say that the felt time and bonus pay (paragraph I page 16 of the labor agreement) were both payable; the department management said the bonus pay was not payable because the language specifies it to be paid when employees are called back in.

DISCUSSION:

The Management Committee's research showed that this specific situation does not often occur, but that past practice may have been to pay bonus pay. Management's interpretation of paragraph I, Section 19 is that it applies only to when an employee is called back in to help with a clothing change, not when they are scheduled to come in early, as happened in this case.

RESULT:

Management will pay the bonus pay in this case, but is putting the union and employees on notice that in future instances this language will be applied correctly. If employees are scheduled in for a clothing change with 36 hours notice, the bonus is not payable.

The union committee will review and respond at the next meeting.

7. GRIEVANCE 94-09; HOT MEALS:

An expanded menu was reviewed. The union committee will review it with employees and get their feedback before responding.

8. MILL SENIORITY LIST:

The union has been reviewing the draft seniority list, but needs more time to check into some things. Will discuss at the next meeting.

9. 401(k) REFUNDS:

The discrimination test has been done for the 401(k), and all refunds have been issued already. Richmond sent letters to all employees that they estimated might receive a refund in December 1993. All employees who received such a letter have either received a refund check or a letter indicating they would not get a refund. Therefore, employees can go ahead and file their taxes.

10. OUTSIDE TRUCKERS ASSISTING UNITIZING EMPLOYEES:

DISCUSSION:

Management's research indicated that drivers have been assisting in the loading of their trucks since the late 1970's, early 1980's (the shipping supervisor worked as a loader and remembers the drivers assisting him). "Pig loads" (cartons that piggy-back on trucks or rail cars) started in March 1993. It was initially thought that all the pig loads could be scheduled at once in one big block, so the department scheduled two people to load them. However, the pig loads never could be scheduled all in a single block, so there wasn't enough work to keep two people busy and the department went back to having the drivers assist with the pig loads, too. The department superintendent said there are times when the

unitizer operators can help the loader, but not consistently. *erial handler positions was eliminated when the incumbent retired. His equipment (a Case and the responsibility for that equipment were*
RESULT: Local 1097 claims jurisdiction on that work (assisting with wedging loads, etc.). Management does not agree; drivers will continue to assist as they have consistently since at least the early 1980's. *ipment should probably be included in the Equipment Operator Grievance not resolved. people would be assigned to it and paid as they are assigned to and paid for any other*

11. INSURANCE COMMITTEE: *ation.*

DISCUSSION:

The union committee asked what the status of the insurance committee is, as they have not met recently. One of the management members of the insurance committee said they are waiting for feedback from the union regarding what they want to pursue next. There are several things that are ready to start looking at in order to become experts on the different options that are available in health care and what is going on regarding health care reform. There is also a need to clarify for the committee and for employees in general what the purpose or charter of the committee is.

RESULT: *departments have found that some employees do not*

It was agreed that both management and the union value having the insurance committee be the mill's experts on what is out there in terms of health care, to inform and educate employees about health care, to be a resource for the negotiating committees, and to assist employees with questions and problems regarding their health care coverage. It is not the insurance committee's intent nor within their power to change benefits. *to them either get a telephone, and the company a neighbor's*

It was suggested that the committee meet monthly at least. The joint committee recognized that communication is key, and suggested that regular information be included in the Wauna Know or whatever vehicle the insurance committee believes is effective. *that if a person before leaving the mill on their and the schedule is later*

13. YARD CREW PAY RATE:

DISCUSSION:

One of the material handler positions was eliminated when the incumbent retired. His equipment (a Case tractor) and the responsibility for that equipment were transferred to the yard crew. The material handler received a higher pay rate than does the yard worker.

Management agreed with the union that the equipment should probably be included in the Equipment Operator classification, and that people would be assigned to it and paid as they are assigned to and paid for any other equipment in that classification.

RESULT:

Management will follow up with the department to understand what's been happening and what is appropriate.

14. REQUIREMENT TO HAVE TELEPHONE:

DISCUSSION:

The discussion centered around the requirement that employees give the mill some means (besides mail) for communicating with them. The August 25, 1992 Standing Committee minutes, item number 16 read as follows:

"Some departments have found that some employees do not have telephones, or have unlisted phone numbers that they have not given to the Clockroom, or have answering services so that they cannot be called in for overtime. This places an undue burden on the other employees who are always being called in and the overtime burden is not being shared. The Company reminds employees that they do have to provide the Company with a means to contact them so they can fulfill their contractual obligation. How employees do this is up to them - either get a telephone, give the company a neighbor's phone number, give the Clockroom your unlisted number, etc. All unlisted phone numbers are designated as such in the Human Resources and Clockroom system and are not given out."

The Union committee takes the position that if a person sees a posted schedule before leaving the mill on their last day of that week, and the schedule is later

changed, the employees is not penalized if management can't contact them.

The Management Committee disagreed, saying that management is required to make a reasonable effort to contact employees. Employees must give a means whereby a reasonable effort can be made; regardless of if it is notification of a schedule change or overtime.

Employees know that schedules can and do change. Management will NOT pay someone if they come in on the wrong day as a result of the schedule change if they have not given the company a way to make a reasonable effort to contact them.

RESULT:

No agreement on this issue.

14. GRIEVANCE WITHDRAWAL PROCEDURE:

The Union Committee will not in the future unilaterally withdraw grievances which they believe have no merit. They will request at the standing committee that the grievance be held timely while the union committee makes a recommendation to withdraw to the grievant and discusses the situation with them.

15. REPRIMAND REMOVAL PROCESS:

DISCUSSION:

When an employee wants to remove a reprimand or letter of discussion from their file, they make the request to Personnel. Their file is reviewed with them and the employee indicates those items they wish to have removed. Suspensions and Management Referrals are permanent records and will not be removed. An employee's record must have been clean for at least one year after the last date of discipline. If that condition is met, the letters are removed from the file and sent to the employee's supervisor. The supervisor is instructed to personally give the letters to the employee; this tells the supervisor the file has been clean and also indicates that there may have been an improvement in the cause of the problem that gave rise

to the discipline. Hopefully that will give the supervisor an opportunity to give some positive feedback to the employee.

The Union committee related a recent experience, where the supervisor placed the letters in an unsealed envelope and tacked the envelope to the bulletin board for the employee to pick up.

Both committees agreed that was not at all appropriate.

RESULT:

Management will write standard procedures for how reprimand removals should be done. This will be reviewed with the standing committee before it is distributed to supervisors.

16. LABOR POOL TRAINING:

The understanding that labor pool employees would be trained in several different areas was reviewed. This is still management's goal; however, many departments have not needed to train any more people than are already trained and available to them. When a department requests a labor pool person to train, employees are being assigned to the training in as close to a straight "top down" seniority as is possible. The training opportunities have been few.

The Union committee requested that all departments be sure they make it clear when they want to train someone in their department and to work with the Clockroom to ensure the more senior people are being assigned the training.

17. REQUEST TO BLUE SLIP TO LABOR POOL FROM NAPKINS:

An employee has made a formal request to the union that he be allowed to forfeit his blue slip to napkins and blue slip to the labor pool. Management will respond to the request at the next meeting.

18. GRIEVANCE 94-20; DISPLACEMENT OF AN EMPLOYEE BY A MEDICALLY RESTRICTED EMPLOYEE:

DISCUSSION:

A labor pool employee was assigned to a utility position in converting, while the blue slipped utility person was assigned to bagging in the same area. The union stated that while there was no monetary difference, the blue slipped person's seniority and blue slip entitled him to the utility work, and he therefore was displaced by the labor pool employee.

As the discussion progressed, it became clear that at least part of management's response at the first step was based on an erroneous understanding that the utility classification includes bagging, and thus the blue slipped employee assigned to bagging was still in his blue slip classification. If that assumption were correct, it was correct to assign the permanently medically restricted employee to the utility job, which was within his medical restrictions. The joint committee agrees that the Americans With Disabilities Act (ADA) does not require bumping or displacing of other workers in order to accommodate a person covered under the ADA. Bumping or displacing the employee was not the intent behind what occurred.

RESULT:

The Management Committee wants to review the utility job classification and clarify whether or not bagging is a part of the classification before proceeding with discussions on this grievance.

19. GRIEVANCE 94-21; PULP DRYER CLEAN UP DONE BY KRAFT MILL UTILITY:

DISCUSSION:

The kraft mill day utility did some clean up work at the pulp dryer while the dryer was down and the employees laid off. The pulp dryer crews are grieving because they were not called in or allowed to do the work.

Management stated that the kraft mill utility does regularly go down and hose around the outside of the dryer, which is what he did in this case. While he was doing that, he noticed some pulp on top of some pipes

near the roof of the dryer. The utility asked his supervisor if he should clean it up and was told to go ahead. Had the utility not done the clean up, pulp dryer employees would not have been called in, as it was not something that had to be done right away but was done because it was noticed and the utility had time. Management's belief is that this task falls within the scope of the kraft mill utility's job.

During a recent down at the pulp dryer, the millwrights on the equipment cleaned the equipment.
RESULT:

The Union Committee requested that the grievance be held timely while they do more research, to which Management agreed.

20. GRIEVANCE 94-22; LETTER OF DISCUSSION, SAFETY/WORK PERFORMANCE ISSUE:

DISCUSSION:

A blue slip shipping/unitizing employee assigned to converting through the labor pool was issued a letter of discussion for an incident involving his lift truck. The Union was concerned that issues besides the specific incident with the truck were brought up in the meeting with the employee - his attendance record and driving record in shipping, which they believe should not have a bearing on this specific incident. The union also stated that other employees have driven or backed into lockers, guard rails, etc. and are not talked to.

Management stated that it is appropriate to look at the individual and their whole work record when deciding what action or steps should be taken. The work performance issue for which the letter was given was the fact that the employee did not follow proper procedures for operating the truck. The employee could easily have seriously hurt or killed someone, and did in fact receive injuries to himself. The employee was disciplined not because he was injured, but because of the work performance issue of not following proper safety procedures.

John J. Kelly *Sam Dixon*
RESULT:

Management will not withdraw the letter of discussion. The Union will review the situation and inform Management as to what action they will pursue.

21. GRIEVANCE 94-23; ISOLATION PROCESS FOR PULP DRYER EQUIPMENT:

DISCUSSION:

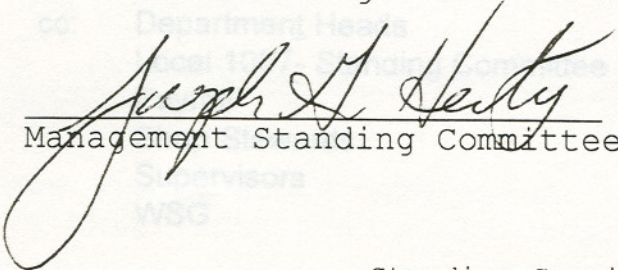
During a recent down at the pulp dryer, the millwrights working on the equipment isolated the equipment themselves, instead of the operations employees doing the isolation. The Union stated that in most (if not all) other areas of the mill, operations always does the isolation. Management acknowledged that the isolation procedures for the dryer and all other areas of the mill that don't yet have them need to get done, and that management needs to make sure operators do the isolations.

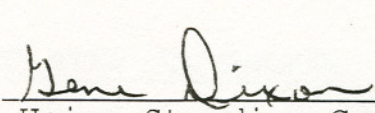
The mill is working on minimum isolation standards which require that only operators can isolate equipment, and they will have to write the isolations out and sign off that they have been completed before maintenance can begin a job. The union strongly supports these minimum standards, but expressed great frustration that the mill will not move forward on this issue until ALL departments ALWAYS follow these procedures.

RESULT:

Management committed to having the operators isolate the equipment on the next and all following downs in the pulp dryer (and throughout the mill). The Union Committee will respond at the next meeting as to what they plan to do with this grievance.

The next Standing Committee meeting is April 20, 1994.


Management Standing Committee


Union Standing Committee



JAMES RIVER CORPORATION
 WAUNA MILL
 Clatskanie, Oregon 97016

STANDING COMMITTEE MINUTES

MARCH 16, 1994

In attendance were George Brajcich, Joe Hartig, Trisha Norvell, Mark B. Ficker, Ken Green, Bob Sullivan, Doug Campbell, Norm Dettrich, Kris Keeler, Gene Dixon and Shelley Prouty.

MEMORANDUM OF AGREEMENT

This memorandum will confirm a mutual understanding by the Company and Union Standing Committees that resolution of grievances at the 1st Step of the grievance process is in the best interest of the Company and the Union.

In order to facilitate the resolution of grievances at the 1st Step, the Company and Union hereby agree that any grievance settlement at the 1st Step does not establish a precedent with respect to how a similar matter should/will be resolved in the future.

Company management and Union officials also commit to take no steps to set aside or in any way overturn a settlement that has been reached in good faith between the parties at the 1st Step of the grievance process.

This Memorandum of Agreement will be in effect for a six (6) month trial period in order to have sufficient time to assess its effectiveness.

Dated this 16th day of March, 1994.

Gene Dixon
 Union Standing Committee

Joseph A. Hartig
 Company Standing Committee

- cc: Department Heads
- Local 1097- Standing Committee
- Payroll
- Shop Stewards
- Supervisors
- WSG