

**STANDING COMMITTEE MINUTES**

**APRIL 21, 1993**

In attendance were Bob Sullivan, John Melink, Claude Weaver, Larry Reandeau, Al Grantham, Kris Keeler, Al Rollins, Joe Hertig, Trisha Norvell, Shelley Prouty, Randy McEwen, George Brajcich and George Kiepeke.

**ITEMS DISCUSSED:**

1. First Aid Van
2. 1,2, & 5 Paper Machines call in guidelines
3. Grievance 93-04 Electrician overtime
4. Grievance 93-11 Supervisor, mechanics' work
5. Grievance 93-05 Kraft Mill schedule, overtime
6. Grievance 93-06 Supervisor, mechanics' work
7. Grievance 93-08 Kraft Mill, eliminated jobs
8. Grievance 93-07 Elimination of jobs
9. Insurance and open enrollment
10. Vacation leveling
11. Medical questionnaire

**1. FIRST AID VAN**

There continue to be problems with people using the first aid van for purposes other than its intended use. There are potential life and death consequences of that unauthorized use, in that oxygen and other supplies have been used and are not available in an emergency.

Management intends to install some sort of surveillance device/system to identify people who misuse the van. John Svenson will be sending out a letter to be posted so that people will be notified. Management intends to include in the notice a statement that employees identified as entering the van who are not authorized to do so are subject to termination.

**2. 1,2, & 5 PM CALL IN GUIDELINES**

The Union Standing Committee reviewed the proposed guidelines and saw no contractual issues with them.

**3. GRIEVANCE 93-04 ELECTRICIAN OVERTIME**

This grievance was discussed at the March meeting, at which time the Union Committee said they would review some issues and respond at April's meeting.

The real issue is who is in the job classification - is a shift electrician in a different job classification than an electrician who works day shift? The Management Committee said no, but the Union Committee said they are in different job classifications because they receive different rates of pay. The grievant in this case is a shift electrician, who told his supervisor prior to the overtime occurring that he

was available for overtime, as per the department procedures and practice. The overtime was then worked by someone else.

The Management Committee stated that the compressed language states that normally people will be called in from their day off to fill overtime, but it does not require that this always be done. This language was inserted into the compressed agreement because of the concern about the Company's ability to cover vacancies in light of the 12 hour work day and the work day limitation being 16 hours. In most operating areas, replacements come from employees on their off days in the classification. Because of the unique aspect of having mechanics available on days, in some instances, it may be prudent to cover the last four hours of shift coverage by working a mechanic over for four hours - thus avoiding additional overtime and call time expense. Management has the right to use a lower cost option when available. They also disagreed that the different rate of pay establishes a different job classification. Shift electricians earn a different rate solely for the fact that they work shifts - an electrician is an electrician regardless of the schedule they work.

The Union Committee stated that they are asking for first consideration for overtime to be scheduled as per the "gray book" - people on their second and third day off. The Management Committee would not agree to that as always being the first consideration, because it may not be the least cost option. The Union Committee pointed out that if people are scheduled ahead of time to cover overtime caused by vacations and floating holidays, there is no call time penalty.

The Joint Committees were not able to reach a resolution on this grievance.

#### **4. GRIEVANCE 93-11 DISPLACEMENT OF BARGAINING UNIT EMPLOYEES**

The vibration Analysts are grieving that their supervisor did some of their work and was displacing them. Vibration Analysts run diagnostics on equipment in the field, then come back to the office and run the tapes, etc. to analyze the information.

The Management Committee's understanding of the situation is that the task in question takes just a couple of key strokes on the computer, and then the computer does the rest of the work. The supervisor told members of the Committee that all he did was run reports, which is what he has done ever since the department formed, and is information he needs to do his job. Both the supervisor and the analysts need to use the same computer systems in order to do their jobs. The supervisor was surprised by this grievance, as he has not done anything differently than he ever has.

The Union Committee stated that the settlement desired is not monetary, but is to have the issue resolved and to not have supervisors doing bargaining unit work. This is a concern, especially since there are a large number of supervisors who moved up from the bargaining unit and who do know how to do the jobs. It is too easy for them to do something, thinking they are helping or it's just minor, but they may accidentally compromise operations or safety.

The Management Committee stated that Management supports the intent of Section 34 paragraph D, which references that salaried employees will not displace bargaining unit employees.

The Union Committee suggested that one of the crew members and the supervisor be invited to discuss this issue with the Joint Standing Committee. Management agreed with this idea, and will plan to do it at the next Joint meeting.

**5. GRIEVANCE 93-05 KRAFT MILL OVERTIME**

When someone is scheduled to cover a day off to day off vacation, that person is in the job classification for the shift plus their days off, both prior and after the worked shifts. The grievant was moved up to cover such a vacation, and therefore should have been the one to work the overtime.

The Management Committee needed to review the prior week's schedule to verify the information and will respond.

NOTE: Subsequent to the meeting, a review of the prior week's schedule revealed that the grievant was scheduled to cover the day off to day off vacation and was therefore in the job classification. This grievance was authorized to be paid.

**6. GRIEVANCE 93-06 DISPLACEMENT OF BARGAINING UNIT EMPLOYEES**

The situation involved the discovery that a water line near the recovery boiler was leaking and needed to be fixed. The maintenance crew supervisor found a pick to be used for breaking through the asphalt. There were two mechanics working on the ditch, one using the pick and the other the shovel. The supervisor relieved the mechanic who was using the pick, as it was very difficult work. The supervisor told the Management Committee that he only relieved for a total of about 15 minutes, and his intent was not to displace anyone, but to just help one of his employees. There were no other mechanics available, as the rest of the crew was sent home before the leak was discovered, and he would not have called someone in for this situation. The Management Committee found it interesting that the employees

the supervisor helped did not say anything to him, nor did they grieve, but another mechanic who observed this is the one who grieved the issue.

The Union Committee's understanding was that the other mechanics went home after the water leak job started. If that's the case, all the supervisor had to do was ask one of them to help the employee using the pick. They appreciate the intention and the honesty of the supervisor, but believe it is still a case of a supervisor displacing bargaining unit employees.

The Management Committee believed the supervisor's actions were within the intentions of Section 34 Paragraph D - the work was minor in nature and non-repetitive. Plus, his actions were consistent with the spirit in which we operate at Wauna, one of helping each other.

The Union Committee said they will take this grievance to the third step.

#### **7. GRIEVANCE 93-08 KRAFT MILL JOBS ELIMINATED**

The Union Committee was told by a shop steward that he asked the department superintendent, before these employees blue slipped into the department, if the jobs would be eliminated. The shop steward said he was told that there was a good chance those jobs would be eliminated, but then the department blue slipped them, and the employees did not have this information.

The Management Committee believes no one was intentionally misled. The staff reduction plans were in a state of flux for so long that none of the departments were wanting to give out erroneous information. These employees blue slipped before the staff reduction edict was even known about - they blue slipped in January, and the announcement came down from Bob Williams in February.

The Union Committee believes that the department knew these jobs were going to be eliminated before these people blue slipped, because the department talked with the Joint Committee about combining the Kraft Mill and Pulp Dryer ladder so that they could reduce department staffing. The shop steward told the Union Committee that he was told by the department management prior to January that the jobs might be eliminated.

It also appeared that both employees blue slipped before the completion of their 60 day probation period, which the Joint Committee has agreed would not be done. (NOTE: after the Joint meeting, management reviewed the dates and the employees were blue slipped appropriately at the end of the 60 days. The date on the blue slip is December because that is when the supervisor sat down to fill out the slips with

effective dates in January, and is not the date when the employees started the probation period.)

The Management Committee needs to discuss this grievance with the department. They will respond at the next Joint meeting.

#### 8. GRIEVANCE 93-07

Withdrawn.

#### 9. INSURANCE AND OPEN ENROLLMENT

Two employees were off work during the whole period of open enrollment, and say they did not receive letters telling them of the open enrollment and the deadline. A member of the Union Committee called Select Care and Kaiser and was told by both that they could add anyone at any time.

The Management Committee stated that Select Care and Kaiser do NOT set our plans nor our open enrollment dates, the mill does. (This is a correction to previous Minutes in which it was erroneously stated that Kaiser and Select Care set the deadlines.) Only two letters were returned to the mill as undeliverable, and both those employees were contacted by other means. There were a number of other employees who didn't do what they needed to, but have accepted their responsibility. The mill's responsibility is to send notices to the address we have on file, the employees must also accept responsibility to do what they need to do. Plus, employees have always had to sign up every year for any insurance that requires a payroll deduction, as we have to have employee's signatures authorizing the deduction.

The Union Committee recognizes and appreciates the tremendous effort made by Donna Becker to notify people. These complaints and any resulting decision are in no way a reflection upon Donna. Their concern is that two employees were off work, and neither one received the letter, for whatever reason.

The Management Committee agreed to allow these two employees, and these two ONLY, to enroll in the Kaiser plan. The Committee also suggested that Local 1097 think about taking over the open enrollment process.

The Joint Committee wants all employees to know that there are NO excuses for employees not to follow through with their responsibilities regarding open enrollment. All employees know that every year there's open enrollment and every year they have to sign the enrollment cards.

**10. VACATION LEVELING**

Through more discussion on vacation leveling it was discovered that there was some misunderstanding between the Union and Management Committees regarding exactly what was discussed and what the issues were.

The Management Committee's intent at the previous meeting where vacation leveling was the sole topic was not to have the Union Committee agree on the guidelines, but to give input and point out any problems they saw.

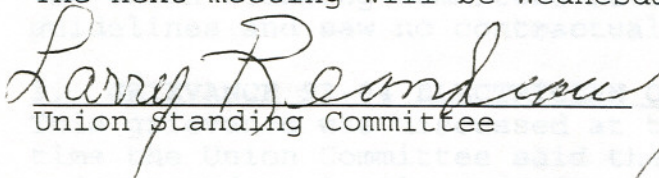
The Union Committee stated that the second seniority sign up period that's in the leveling guidelines is a violation of the labor agreement, because it gives senior people another chance to fill up the "best" weeks and the junior people don't have any opportunity to get some of the prime weeks.

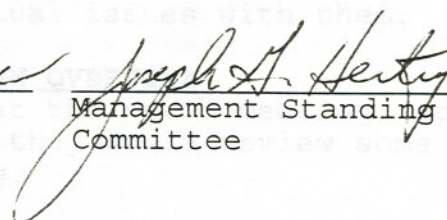
Management will be reviewing the leveling guidelines again in light of this new, correct understanding of the Union's position and concerns. Management's sole purpose is to level vacations, how that is done is not necessarily an issue as long as the approach is fair and consistent. On this basis management is willing to consider changes.

**11. MEDICAL QUESTIONNAIRE**

A Corporate Hygienist advised the Mill's medical department that the Corporation was going to require medical history information for anyone who wears even just a dust mask. The Mill disagreed strongly with that position and was not going to proceed with getting that information. However, there was a misunderstanding and the mill nurse thought she had been directed to do this and distributed the medical questionnaire forms. If any of those questionnaires are still in circulation, throw them away. This whole issue is still under review.

The next meeting will be Wednesday, April 28, 1993.

  
Union Standing Committee

  
Management Standing Committee