

## STANDING COMMITTEE MINUTES

JUNE 15, 1994

In attendance were Bob Fehlen, Joe Hertig, Ken Green, Bob Sullivan, Gary Tucker, Tim Winn, Billy Taylor, Mark Bechtold, Claude Weaver, Doug Campbell, Gene Dixon, and Shelley Prouty. Mike Hanson was present for discussion of grievance 94-21.

### Items Discussed:

1. Grievance 94-21; Pulp Dryer clean up
2. Clarification of May 18, 1994 Standing Committee Minutes
3. Groundwood employees' request for clarification of 1985 agreement
4. Mill seniority list
5. Grandfather rights for future hourly position eliminations
6. Hourly 401(k) Plan
7. Grievance 94-06 - Paper Machine Bonus Pay
8. Freeze request
9. Grievance 94-25 - Letter of Discussion
10. Grievance 94-27 - Contracting out notification
11. Grievance 94-28 - Overtime assignment
12. Grievance 94-29 - Equipment Operator assigned Yardworker job
13. Memorandum of Agreement regarding resolutions at first step

### 1. GRIEVANCE 94-21; PULP DRYER CLEAN UP

#### *DISCUSSION:*

The Pulp Dryer was down for a waterwash; the Kraft Mill Utilities went down and hosed pulp off of the equipment and building outside. The Pulp Dryer employees grieved, as they believed one of them should have been called in to do the work (they were laid off due to the Dryer being down).

Management's belief is that the work done is work that is routinely done by the Kraft Mill Utilities and do not agree that clean up work at the pulp dryer is exclusively the work of the pulp dryer employees.

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The Union Committee's belief is that the specific work done in this case IS normally done by the pulp dryer crew and has been their past practice, as it is work that can only be done when the dryer is down. Since the pulp dryer crews were laid off and available, they should have been used to do the work. The Committee requested 8 hours of straight time pay for the senior pulp dryer operator to resolve the grievance.

**DECISION:**

The Management Committee agreed to pay the desired settlement with the understanding that the Kraft Mill Utility can and may be used for clean up work in ANY area under Kraft Mill management, including the pulp dryer. The agreement does NOT mean that a Kraft Mill Utility can only assist an operator - they may again be used just as they were in this situation. It is not management's intent to lay off dryer people for the purpose of getting work done at the lower utility rate of pay. When it makes good business sense to do so, the dryer employees will be utilized, but there will be times when it makes more sense to utilize the Kraft Mill utility to perform the kind of work at issue in this grievance. Kraft Mill management will try to give dryer operators adequate notice before a shutdown so that they can do the clean up of the area, but this will not always be possible.

The Union Committee accepted the settlement and trust that the department management will diligently try to give operators adequate notice before a down to clean the area.

**2. CLARIFICATION OF MAY 18, 1994 STANDING COMMITTEE MINUTES**

1. Page 1, item #2: the Payroll department did not act unilaterally; they were operating under instructions from the HR department of a few years ago. That direction was to not allow people to take floaters on a day off. The Union Committee requested that if Payroll is going to change a person's pay to let them know before the paycheck comes out.

Departments are reminded that they must make daily pay information that they input available to employees so they can verify that their pay has been input correctly and question if they disagree.

2. Page 4, Complaint 94-02: the context of the discussion was in regard to how the Labor Pool scheduled is developed and does not apply to other sections of the labor agreement.

3. Item #17: The Union Committee wanted it clearly stated that Local 1097 claims jurisdiction for the chip barge cat work. The Company does not agree and does not acknowledge any jurisdictional claim by Local 1097 to the work currently being performed by employees of the barge company.

### 3. GROUNDWOOD EMPLOYEES' REQUEST FOR CLARIFICATION OF 1985 AGREEMENT

A sub-group of the Joint Standing Committee will review the document of the 1985 agreement and provide their understanding to the larger Standing Committee to review and then reply to the employees.

### 4. MILL SENIORITY LIST

A few changes were made to the seniority list based upon information from employees that WAS supported by documentation in personnel files. The final mill seniority list will be distributed as soon as possible.

### 5. GRANDFATHER RIGHTS FOR FUTURE POSITION ELIMINATIONS

The Joint Committee formally agreed to extend grandfather rights (for future permanent openings) to employees who are displaced out of their line of progression due to job reductions.

### 6. HOURLY 401(K) PLAN

Some employees were confused after attending a StockPlus meeting and thought the new information also applied to the hourly 401(k) plan. The hourly 401(k) plan is completely and totally separate from the StockPlus plan and is NOT impacted by any of the changes to the StockPlus plan.

### 7. GRIEVANCE 94-06; PAPER MACHINE BONUS PAY

The Union Committee requested a clarification of Management's response. Both the Union and the Management Committee agree that the contract specifies that Bonus Pay (paper machines) is separate from Call Time.

## **8. FREEZE REQUEST**

### *DISCUSSION:*

An employee's request to freeze was denied by Management. The Union Standing Committee believes this decision represents a change in Management's policy regarding freezes, and that this request should be granted with proper notice being given to employees as to what the new policy/approach is. The Union Committee also requested to forward the issue to a higher level than the Standing Committee.

The Management Committee disagreed that this decision is a change in policy; policy has always been to review requests on a case-by-case basis in light of the facts specific to that situation and progression ladder. What is approved in one progression ladder may not be appropriate in another progression ladder, even though the individuals' personal situations appear to be similar. Suggested that the only potential remedy is the grievance process if the employee wants other parties to review this matter -- currently the company does not agree to grant the freeze request. However, management also stated that it is arguably doubtful that a third party has the authority in the contract to force agreement for an item that requires mutual agreement.

### *RESULT:*

There was no resolution reached. The Union Committee will respond at a future date.

## **9. GRIEVANCE 94-25 - LETTER OF DISCUSSION**

The Union is still researching - will respond at the July meeting.

## **10. GRIEVANCE 94-27 - CONTRACTING OUT NOTIFICATION**

### *DISCUSSION:*

The grievance states that Management changed the scope of a job that had been reviewed with the crews and Mechanics Committee but then did not review the new scope as had been agreed to by the Wauna Council. The initial scope was that contract work was going to be done on HHT #2 only; the new scope included HHT #1.

Management reviewed the forms which documented the review that had been done, and it clearly shows both #1 and #2 were included in the initial scope, and that Management did do all that had been agreed to with the Wauna Council regarding notification. Management did review the job with the crew and Mechanics Committee after some changes in plan were made.

The Union stated that feedback they received was that the crew and Mechanics' Committee thought they were reviewing the same job again when Management reviewed it the second time.

The Union Committee wanted to know if the review form was signed before or after the scope of the job changed - the crew says the scope changed after they signed the form.

**RESULT:**

More information is needed before this can be processed further. The involved individuals will be invited to the July meeting.

**11. GRIEVANCE 94-28 - OVERTIME ASSIGNMENT**

**DISCUSSION:**

Union Committee: An employee was covering for a salaried vacation for one day; the other three days were covered with overtime. One day for vacation coverage does not constitute a week, therefore the grievant is entitled to the overtime that is at issue because he was only out of the job classification for the one day of move up - not the following four days off.

Additionally, in response to the first step answer the Union stated that no employee has a contractual obligation to report to management an error in the schedule. The Union does support and advocate that errors be pointed out before the fact. In this case, the grievant saw the schedule but did not realize to what job the other employee involved was going to be assigned to.

Management Committee stated that employees do have an obligation to read their work schedule and understand their

schedule, which means asking questions if they do not understand it.

*RESULT:*

Management will review with the department and respond at the next meeting (or earlier).

**12. GRIEVANCE 94-29 - EQUIPMENT OPERATOR ASSIGNED YARDWORKER'S JOB**

*DISCUSSION;*


The Union stated that the job of lifting the gate to the aeration pond is the responsibility of the Yardworker. Management stated that the supervisor filled the request he received, which was to provide a crane operator. In the past this same gate has been lifted with various pieces of equipment and is not strictly done with a forklift (which is typically operated by the Yardworker). It is an issue of jurisdiction that is being grieved, which is also the issue of several other grievances from the yard crew.

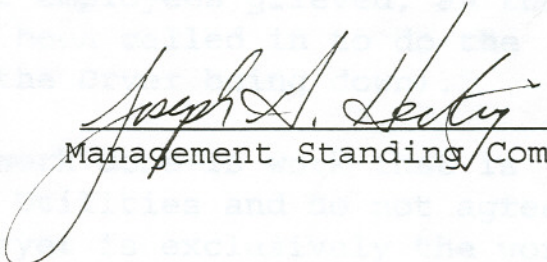
*RESULT:*

A sub-committee of the Joint Standing Committee will meet with the yard supervisor and appropriate representatives from the department to work on the issues represented by this body of grievances (29, 30, 31, 32). That group will report back to the Joint Committee.

**13. MEMORANDUM OF AGREEMENT: SETTling GRIEVANCES AT FIRST STEP**

The Union Committee wondered if supervisors were being empowered to make decisions they believe are appropriate for settling grievances. The Management Committee reported that this is happening and is being encouraged and supported throughout the mill.

  
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Union Standing Committee

  
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Management Standing Committee

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Standing Committee Minutes  
June 15, 1994