STANDING COMMITTEE MEETING MINUTES JUNE 28, 1995 (CONTINUATION OF JUNE 21ST MEETING)

In attendance: Joe Hertig, Claude Weaver, Gene Dixon, Bob Sullivan, Kris Keeler, Tim Winn, Mark Schneider, Billy Taylor, Ken Green and Terri Opsahl.

Items discussed:

- 1. Four Consecutive Nights Language (Follow-up)
- 2. Mill Seniority Issue (Follow-up)
- 3. Filling Job Vacancy During Absence (Follow-up)
- 4. Grievances

94-55, 56, 57, 58, & 63 95-05 & 06

94-41, 42, & 43

95-12, 13, 14, & 15

95-11 & 94-61

- 5. Employees Scheduled/Working on Their Vacations
- 6. Grievance 95-16
- 7. Grievance 95-17
- 8. Grievance 95-18

1. FOUR CONSECUTIVE NIGHTS LANGUAGE

The Union reviewed the proposed language and the only concern they had was in making sure people understand what Utility Relief really is vs. Utility and to be consistent with this interpretation.

2. MILL SENIORITY ISSUE

The Union followed up on an issue regarding an employee who believed he was told by Jim Lockart (Personnel Supervisor at Wauna in 1981) that since he was transferring in from another facility, he would have the higher seniority over another employee hired on the same date. As discussed at the Standing Committee meeting on 6/21, the Company contacted Jim Lockart regarding any promises made to an employee transferring in from another facility in regards to seniority. Jim didn't recall making any statements or promises but did indicate that he may have said something similar to what was being asserted. Since there is no written evidence or documentation to support a change in relative seniority, the seniority for this employee will remain as it is.

3. FILLING JOB VACANCY DURING ABSENCE

This follow-up discussion is in regards to an employee who is about to undergo surgery and will be off approx. 10 months. This employee is the senior bidder for a position in 3/4/5 TT and the department is trying to determine the method of filling that vacancy. It was determined that the senior bidder <u>is</u> entitled to the permanent opening even with the prospect of being off approx. 10 months for surgery. It was suggested that the department be sure to follow the process used previously and to use one more off the bid list to fill on a temporary basis until the employee returns from surgery.

4. GRIEVANCES

94-55, 56, 57, 58 & 63:

The outlying issues for all five of these grievances is defining job scope change, etc. in regards to contracting out work. The Union believes there are a lot of issues here and it was recommended that we refer these grievances to the 3rd step.

95-05 & 06:

A Union Committee Member was working on this grievance and due to negotiation conflicts, the meeting was canceled and will need to be rescheduled. The Union will reschedule as soon as possible. Conversations with crew members indicate there was more than "lending a helping hand" at issue here.

94-41, 42, & 43:

The Union indicated they would like to go back to the original resolution agreed upon with the Shipping Dept. Supervisor. The Supervisor agreed that two of the grievances should be dropped, but one should be paid. At this time this employee has still not been compensated.

Pathforward: Management will investigate this further and see why this grievance hasn't been resolved.

95-12, 13, 14, & 15 (follow-up):

The Union proposed that in instances where the Warehouse Coord. position is not filled (short term absences), the Barge Loader/Coordinator be paid for 6 hours at the Warehouse Coord. rate of pay and 6 hours at the Barge Loader/Coord. rate of pay. The Union considered going through the job analysis process, but felt this was an easy fix and a reasonable resolution. This isn't to indicate that we do this throughout the mill, but there are some unique circumstances in the Shipping/Unitizing Dept. We will look at these on a case by case basis. Management accepted the proposal for resolution.

95-11 & 94-61:

The Union will need to do more research on these grievances.

Pathforward: Discuss at the next meeting.

5. EMPLOYEES SCHEDULED/WORKING ON THEIR VACATIONS:

There have been some problems recently with departments holding people over into their vacations. Recently two people were held over 1 hour into their vacations to cover a job while the relief's were attending meetings. The supervisor was aware of the situation. The Union is proposing that these two employees receive another <u>day</u> of vacation as opposed to just being paid the overtime (this is not a grievance). The Union also suggests the Human Resources Department notify department heads that this will <u>not</u> be tolerated. It was also suggested that we add a statement to this effect on the Vacation Guidelines that are posted and distributed each year.

Pathforward: Management wasn't aware of this situation and will need to investigate further and will be prepared to discuss at the next meeting.

6. **GRIEVANCE** 95-16:

This grievance involves an alleged contract violation regarding maintenance workers. The foreman agreed to pay penalties, however, the authority of the foreman was over ridden.

The grievance involves changing the schedule to schedule 2 people on 3 consecutive nights, which they are allowed to do. The Union doesn't believe there was a contract violation, however, the Shop Steward (who believed there was a contract violation) successfully argued the case and the foreman agreed to pay the grievants. The Union feels they had a verbal agreement from the foreman (right or wrong) and the resolution should stand -- as agreed in a memorandum developed by the standing committees.

Pathforward: Management will need to investigate this further and report back at the next meeting.

7. GRIEVANCE 95-17:

Thhe Union reported that a Safety Recommendation form was turned in and was not answered in a timely fashion so a grievance was filed. The supervisor later sent out a memo stating the work would be done or employees would be subject to disciplinary action. When the work couldn't be done - the supervisor recanted the memo. The Union believes this creates a problem when we discipline people for working un-safely and then management turns around and sends out a directive telling people to work or run equipment that has had a safety recommendation written up on it. This sends mixed messages!

Pathforward: Management will investigate this further. We understand this grievance went directly to the 3rd Step and most likely the Mill Manager will send it back to the department for further clarification. However, Management will follow-up in the interim to determine if this issue can be resolved in the department.

.8. **GRIEVANCE 95-18:**

This grievance is regarding a letter of reprimand that was issued to an employee for a "no-show, no-call". The Union feels this infraction didn't violate the guidelines of a "no-call, no-show", but should have been treated as a tardy.

The Union understands the employee didn't show up for a scheduled meeting, but regardless of his past record it would have been more appropriate to treat it as a tardy. The Union feels the harshness of the reprimand is based on personalities and past work history, etc.

Management's investigation indicated there were several circumstances that existed. Several efforts were made to contact the individual and the supervisor made sure he was aware of the meeting and was going to attend. The employee confirmed he would attend. He did not call prior to the meeting to let anyone know he was unable to attend. When the supervisor called his home to see if there was a problem or something, the employee answered the phone. He hadn't overslept or broke down on the side of the road, etc.

The supervisor would have issued a verbal or written warning, however this employee has continuously not filled the obligations and responsibilities of his job. These are situations that he has direct control over (work record, etc.). He was aware that he was needed at the meeting and special effort was made to assure his presence. 2nd Step answer stands.

Next meeting will be Wednesday, July 19, 1995 at 10:00 a.m.

Management Standing Committee

Union Standing Committee