

STANDING COMMITTEE MINUTES

JUNE 3, 1992

In attendance were Joe Hertig, Trisha Norvell, Al Grantham, John Melink, Al Rollins, Larry Reandeau, Dave Viera, Kris Keeler, Gene Dixon, George Brajcich and Shelley Prouty.

Items discussed:

1. Executive Order No. 12800
2. Yard crew pay rates
3. Converting sealer job, grandfather rights
4. College Pool (Groundwood) schedule (4 10's)
5. Definition of "regular job"
6. Woodmill layoffs
7. Bid openings, transfer process
8. Sickness and Accident benefit amounts
9. Gray Areas Committee
10. Stock Plan reminders
11. Employee 1/2 time at work, 1/2 time on S & A
12. Grievances 92-18 and 92-19 - Pulp Dryer
13. Grievance 92-14 - Adjuster work
14. #3 & 4 Paper Machine clothing job
15. Napkin department "labor pool"
16. Converting employee's floating holiday
17. Grievance forms
18. Shop Stewards, Converting department
19. Converting Issues
20. Safety concern: telephone switch, Clockroom
21. Function of the Standing Committee
22. Converting - Scheduling, on-shift "curtailment"
23. Standing Committee minutes

EXECUTIVE ORDER NO. 12800

On April 13, 1992, President Bush signed an Executive Order which among other things requires each federal contractor (which James River Corporation is) to post a notice regarding employee rights concerning payment of union dues or fees. Failure to post this can jeopardize the Company's ability to be a federal contractor.

The Union expressed concern that people will understand it to read that they do not have to join the Union or pay union dues. They asked if Wauna could wait until Wauna itself has a government contract before posting. The Company Standing Committee said they would check with legal counsel on that question. The Local would also like to draft a notice to post next to the required posting.

Note: After the Standing Committee meeting, Joe Hertig called the Corporate legal office and they told us to post

right away, not to wait until Wauna itself had a government contract, as the government looks at a company as a whole, not as individual locations/operations when determining compliance.

The required notice and the Local's notice are attached.

YARD CREW PAY RATES

There are three rates listed in the Contract book for Equipment Operator: start rate, 6 month rate, and Equipment Operator rate. At the May Standing Committee meeting, the Union Standing Committee said that several Yard workers had been receiving the start rate for well beyond the 6 months.

The Company Standing Committee followed up with the department to get more information. Blue slipped yard workers are used as Equipment Operators, and are paid at the start rate. There is one yard worker who has been blue slipped at the Equipment Operator - 6 month level.

The Company Standing Committee reviewed with the Union Standing Committee their understanding of how this rate tier is supposed to work:

Yard workers remain blue slipped as yard workers. When they are moved up to Equipment Operator, they receive one of the Equipment Operator rates; experience based on cumulative time, not consecutive time. Start to 6 months earns the start rate; 6 months to 1 year earns the 6 month rate, and after 1 year experience, the full Equipment Operator rate.

The Union Standing Committee confirmed that this is how a rate tier has worked in other areas of the Mill. They also pointed out that people have already accumulated the 6 months required by the Contract, but have been paid at the start rate the whole time. The issue had not come up before because the affected employees apparently believed the experience had to be continuous service. The issue now is back pay for those employees.

Management became aware of this issue in the Yard at the May Standing Committee meeting, so had no previous opportunity to respond. They expressed a willingness to go back in pay, but need some balance as to how far to go back. The Company Standing Committee will do some research of the payroll and scheduling records and bring a recommendation to the July Standing Committee meeting.

CONVERTING SEALER JOB, GRANDFATHER RIGHTS

The people who currently hold the Sealer jobs in Converting are being blue slipped into the Labor Pool effective June 1 (the sealer jobs are going away). It will be noted on those employees' blue slips and in these minutes that those employees have grandfather rights to the sealer

jobs if the jobs should be reinstated.

COLLEGE POOL SCHEDULE

A College Pool employee requested to work 4 10-hour days, rather than a 5 8-hour schedule. Management sees no problems with that schedule if the 40 hours are straight time and no meal tickets are issued for the 10 hours.

The department involved sought assistance in determining if accommodating this request would be appropriate. Unfortunately, the request did not get forwarded to the Union Standing Committee in a timely manner. The Union Standing Committee agreed to the 4-10 schedule as of June 3, 1992. The employee was to be made whole (2 hours overtime each day worked and meal tickets), as an employee cannot waive their rights under the contract. Only the Standing Committee can agree to let them do that.

DEFINITION OF "REGULAR JOB"

There are several different uses in the Mill of the term "regular job", and a clarification was sought. Some people use it to mean the blue slip job title and rate; others use it as whatever job a person's seniority entitles them to at a point in time.

The Joint Standing Committee agreed that "regular job" means the job your seniority entitles you to at a point in time, NOT the blue slip job.

Some issues have arisen lately where people think their blue slip is their regular job and that the blue slip rate goes with them to whatever job they are assigned - which is not true. A good way to think of it is that a blue slip job (and rate) is achieved through permanent promotion. A regular job is achieved through seniority rights at a point in time.

WOODMILL LAYOFFS

The Local understands that the Woodmill employees are being laid off every Wednesday. They wondered if the employees are being released to the Labor Pool for reassignment. If there is going to be a lay off every Wednesday, the Clockroom can plan ahead and assign them to work.

Note: After the Standing Committee meeting the Human Resources department talked with Woodmill management. They are shutting down the equipment every Wednesday to reduce chip inventories. However, they have been and plan to continue working all employees every Wednesday on other tasks that need to be done in the department. (The department may approach the Standing Committee with a proposal for a modified schedule during this slower period.) The only

exception so far was after Memorial Day. The supervisor talked to each affected employee and asked them if they wanted to be released to the Labor Pool so they could work, and only one employee wanted to.

BID OPENINGS, TRANSFER PROCESS

As we've begun to use the new transfer procedure negotiated in the last contract talks, some questions have come up. The most often asked question is around the "anticipated openings" number that was listed at the top of each bid posting in January - if more jobs open than were anticipated, does the department have to post that job again? NO.

The Standing Committee reviewed the intent of negotiations, at which time two options were discussed. First, jobs could be posted with no indication from the department as to how many openings they anticipated. Or, jobs could be posted with that indication, which was the option selected. The Union bargaining committee did not want people to use up one of their bid opportunities on a job that the department did not expect to come open during the year.

Employees have recently expressed concerns to the Union Standing Committee that they did not sign a bid because a lot of other people did and there was only one anticipated opening. Now two openings have occurred in a particular ladder, and there's not another opportunity to bid for that second opening. Part of the intent of this new transfer procedure was to get employees to plan their bidding better - decide what jobs/career paths are really important to them and bid accordingly. If we were to post any opening above the anticipated openings originally posted, we'd basically be back to the bid system we had before this contract.

The Union Standing Committee suggested that all progression ladders (except single step ladders) be posted in January, even if there are no anticipated openings. People can take their chances on an opening occurring and sign the bid if they want to.

Once a senior bidder accepts a bid, the home department can only hold them for 7 days from the following Monday. That clock starts when the person accepts the job.

If a senior bidder declines to accept a bid, the department goes down the list to the next person. The person that was skipped is NOT gone back to the next time an opening in that ladder comes up while that bid list is active. The employee will have to sign up the next year if they are then interested.

SICKNESS & ACCIDENT BENEFIT AMOUNTS

This was a continuation of the discussion begun in the May meeting, where an employee was disabled before the wage

increase of 4-1-92, and is still receiving the S&A benefit based on the pre-April 1 blue slip rate.

The Union Standing Committee agrees that when employees are out on strike or negotiations that no one gets any negotiated wage increase until they come back to work. In this case, though, everyone got an increase except those who were off on S&A, which does not make sense. If there was an across-the-board wage increase, it should apply to those off on S&A.

The Management Standing Committee pointed out that S&A benefits have consistently been administered based on earnings, because the benefit is an income replacement benefit. The S&A benefit is generated by the earnings base at the time of disability, and that doesn't change until a person comes back to work and establishes a new earnings base. In the 1991 contract "(Blue Slip Rate)" was inserted in the title of the S&A table, which could change the intent, but there was no discussion during negotiations about wanting to change the intent and no indication that there was a conscious decision to change the way S&A is administered. If the intent of inserting that phrase was to clarify "basic earnings" and make the contract more "user friendly", then the basic earnings rate will stay the same as the rate the person was earning when they were first disabled. If the intention of the bargaining committees was to make the benefits based on the blue slip rate, then the Mill will abide by that.

The Human Resources department will talk to Mike Wendling, the Employee Relations Manager involved in the last contract negotiations, to find out the intent behind inserting the reference to blue slip in this section. A response will be given at the next Standing Committee meeting.

GRAY AREAS COMMITTEE

The Union Standing Committee expressed a concern about the Gray Areas Committee looking at contract issues since it is not a sanctioned committee. They asked that Union members not participate until some clearer direction could be established. The Committee's recommendation was to disband the committee for now.

(Note: John Melink sent out a memo on June 4 informing the Gray Areas Committee of this decision.)

STOCK PLAN REMINDERS

The Union Standing Committee requested that a reminder be put on the reader board that June 12 is the deadline for signing up for or changing contribution rates for the 401(k) for this quarter, and for joining or changing contribution rates for the Stock Plan for this month.

The Joint Committee encourages all employees to take advantage of these benefits, as they are good retirement investment options. For more information about the plans, stop by or call the Human Resources Department (Personnel).

EMPLOYEE ON S&A PART TIME, WORKING PART TIME

An employee has been released by his physician to only work a certain number of hours each day. Some miscommunication resulted in some confusion as to how the employee's S&A benefits should be paid.

The Joint Committee determined that it is appropriate to pay S&A benefits for the percentage of the work schedule the person did not perform his regular job. For example, an employee returns to a day job for 5 hours per day, 5 days per week. He therefore worked 25 hours at his regular job and he did not work for the remaining 15 hours of the 40 hour work week. The employee would be paid his regular wages for the time worked, and S&A benefits for the percentage of the 40 hours he did not work, i.e. he would be paid 37.5% of the S&A benefit amount.

The Standing Committee also wanted to remind departments that employees working on Early Return to Work CANNOT replace other employees or do a regular blue slip job.

Note: This pay process went into effect as policy on June 8, 1992. It does not apply to persons on Early Return to Work.

GRIEVANCES 92-18 AND 92-19

Both grievances are about the same issue, filed by different employees. An employee from the Pulp Dryer was scheduled to come in but was not able to because he was disabled. The department filled the opening with overtime rather than making a senior move.

The Union Standing Committee believes the department had reason to believe the employee might not be able to work as scheduled (the employee informed them he was seeing his doctor on Monday), so should have made the senior move. Since schedules are not binding, had the employee actually been able to come to work, they could have moved the people back. The Local believes the employees involved should get the rate of pay their seniority entitles them to, as two senior employees were hurt (i.e. lost money) because the senior move was not made. Management did not know officially if the employee would be coming back the next week, but posted the schedule based on the assumption that he would be back.

The Management Standing Committee said that the department prepared the schedule based on the information provided to them by the employee, which told them he would be in to work. They received short notice that the employee would not be in,

so did the on-shift move up. When the schedule was posted, the department "knew" (based on information from the employee) that he would be in to work.

The Union Standing Committee pointed out that the department did not know he'd be back to work because the employee didn't have a doctor's release. The Management Committee said that we often do schedules before having the copy of the doctor's release, and only require that release before the employee actually starts work the day they come in. This is done because so many of our employees live a distance away from the Mill and we have chosen to accept their telling their department they have a release rather than bringing it in before their department can schedule them.

The Union Standing Committee shared that the department shop steward had talked to the employee involved and really believed after that conversation that the employee would not be coming to work. He then talked to the department scheduler when he saw this employee on the schedule in an effort to prevent a problem.

The Human Resources department will follow up with the department. At this point, based on the best available information to the Management Standing Committee, it does not appear that the contract was violated.

GRIEVANCE 92-14

This grievance was re-visited at the second step as it was believed there had been some misunderstandings and/or miscommunication at the last second step discussion of it. The grievance is an employee who was directed by an Adjuster to do some tasks that are normally associated with the Adjuster's job. The grievant is requesting Adjuster's pay for the time period it took to do that task. The grievance was denied after the last second step discussion.

The Union Standing Committee said that other areas of the mill have paid the higher rate when people have moved up doing a part of a higher job, as senior people are expected to learn the job above them.

The Management Standing Committee still believes that if those kinds of tasks are a regular part of the job, that they should be incorporated into the job analysis job description and be analyzed. Management does agree that job descriptions can be helpful, but are also concerned that there is the danger of getting so precise that it creates barriers - the "it's not my job" syndrome. If this grievance is granted at the second step, it redefines how people are paid.

The Union Standing Committee believes management is worrying too much about specific job descriptions, and is concerned that telling people to work as directed but then not paying

them for doing the higher job's tasks as directed will create more barriers than job descriptions would.

This grievance will go to the third step.

#3 & 4 PAPER MACHINE CLOTHING JOB

The department is not pursuing doing anything with this job at this point - they had just raised the question of what happens if they were to make the two single step jobs into one progression ladder. No decision has been made and no agreements were made by the Standing Committee - the Committee was just exploring some of the questions that would have to be answered if the department changed the progression ladder. Nothing is going to change at this point regarding these jobs, and the department is not planning on making any decisions in the near future on this issue.

NAPKIN DEPARTMENT "LABOR POOL"

The Standing Committee understands that people from one progression ladder are being assigned to another ladder within the Converting department without being released to the labor pool and reassigned from there, which in effect creates a "labor pool" just for the Converting plant.

The Committee wants to remind departments that there are no penalties associated with calling people in from layoff. Each department should also remember that each progression ladder is completely separate and stands alone. During periods when the Mill was not experiencing layoffs, departments got into the habit of by-passing the demotion to labor pool and just directly reassigned people. Departments need to get back into the habit of always releasing people to the labor pool and then reassigning them from there.

The Union Standing Committee suggested that Converting management look at creating a utility pool for their department. People in that pool would have rights to all the ladders in the department and could move in and out of the utility pool into the various ladders.

FLOATING HOLIDAY, CONVERTING EMPLOYEE

An employee, blue slipped as Operator Adjuster, took a floater which was paid at the Consumer Operator rate. Section 6, paragraph C.1. (page 8) says that the job the employee worked immediately before the holiday determines the rate of pay for the floater. The employee was on the schedule as an Operator Adjuster in training, which was done instead of demoting her to Consumer Operator during a curtailment. The Union Standing Committee wondered why she was in Operator Adjuster training when she is already blue slipped as an Operator Adjuster.

The employee worked as an Operator Adjuster the day before the floating holiday, therefore the floater should be paid at

the Operator Adjuster rate.

The Human Resources department will follow up with Payroll to verify that the employee is paid correctly.

GRIEVANCE FORMS

The Chief Shop Steward proposed that we do away with the current grievance forms which require carbon paper to do the triplicate copies. He suggested replacing them with a single form that has a copy list on the bottom and just photocopy as needed. The Joint Committee was in unanimous agreement.

SHOP STEWARDS, CONVERTING DEPARTMENT

A misunderstanding occurred between a shop steward and a manager in Converting, in which the shop steward thought he was being told that he could not conduct union business on company time. Discussing the situation provided the Standing Committee an opportunity to review the responsibilities of shop stewards and supervisors and pass that review on to them through these minutes.

If a shop steward needs to leave his/her job to conduct union business, he/she needs to let their supervisor know. The Local reminds shop stewards that their job comes first. The Company fully supports the Union's rights to represent and take care of Union/Company business during working hours. It is often difficult to separate "Union" and "Company" business, as it is in both parties' interests to have employees represented and issues addressed.

Management and the Local support all efforts to resolve issues on the floor at the lowest level possible, and recognize that this most often needs to be done during working hours. Neither the Company nor the Union supports an abuse of this freedom, and neither believes that it has been a problem at Wauna. Shop stewards should follow the appropriate rules of a department they are in regarding use of bikes in the department, restricted access areas, etc.

If there are problems with a shop steward, the Chief Steward (Local 1097 Vice-President) should be notified.

Shop stewards are protected by law in performing their duties, such that they are elevated to equal a supervisor when representing an employee and performing their duties. The Joint Committee expects supervisors and shop stewards to always conduct their business professionally and with mutual respect.

CONVERTING ISSUES

At the Converting supervisors' meeting in May a number of issues were raised with the Human Resources department. The supervisors' expectation was that those issues were going to the Standing Committee for resolution, and they were

wondering what the status was of those items. Members of the Local and Management are processing those questions and others that have surfaced in the Mill and are taking a first try at answering them. They will then bring them to the Standing Committee for the whole Committee to review and discuss. Once that is done, the answers will be published throughout the mill.

Those questions are also going to be incorporated into the shop steward/supervisor/relief supervisor contract training that is slotted for July.

SAFETY CONCERN, TELEPHONE SWITCH

The Clockroom Attendants have experienced "hang-up" problems with the radios over the last few months. The problem seems to happen only when the phone from which a call to a radio has been made does not hang up properly. When that happens, no one can call into any radio and the Clockroom Attendant cannot page out to any radio. That condition remains until the phone which was not properly hung up is identified and properly hung up, OR the re-set button on the radio system is switched.

The possible consequences in an emergency situation of the Clockroom being unable to operate the radio system for even a few minutes are drastic. So far, the Attendant has called an electrician to come in and flip the switch for them, but that can take time and if there were an emergency time is of the essence. The Joint Standing Committee agreed that time is critical and it is not feasible to wait for an electrician. Section 34 Paragraph D2 allows salaried employees to do work that would normally be done by a bargaining unit employee in the case of emergencies. Therefore, there is not a problem with the Clockroom Attendant activating the re-set button when the radio system is locked up. The vendors are working with the Mill to resolve the problem, but in the mean time the reset button has to be activated.

Note: The following protocol was developed by the Human Resources department (after the Standing Committee meeting) as to how the Attendant will activate the re-set.

Effective immediately, the Clockroom Attendant on duty when a "hang up" situation occurs will enter the telephone switch room from the back (between the MIS and the Personnel building). The Clockroom Attendant will log the phone number which is "hanging up" the radio and then enter the men's locker room from the back to access the radio room to operate the reset button for the radio system.

Should the Clockroom Attendant on duty be female, she will contact a male security person and request him to go into the locker room to advise any occupants that a female Clockroom Attendant will be entering the locker room from the back to

access the radio room.

FUNCTION OF THE STANDING COMMITTEE

Several employees (wage and salaried) have asked questions about what is the function of the Standing Committee, what types of things does the Committee address, etc. This topic will be discussed at the next meeting, and information published in these minutes and elsewhere as appropriate.

CONVERTING - SCHEDULING, ON-SHIFT "CURTAILMENTS"


The Union Standing Committee raised some issues that they have become aware of in the Converting plant. There is no such thing as shift seniority, so if the schedule is changed day-to-day, each move has to be made by seniority. In napkins, the senior people have traditionally been staffed in the top rungs of the ladders, so moves are more conveniently done by seniority. Evidently this is not the case in other areas of Converting.

The Union Standing Committee also raised again the issue of on-shift "curtailment" - there is no such thing. Seniority entitles a person to the rate of pay they are scheduled to work (as posted on the weekly schedule) or the rate of the job they are assigned, whichever is higher. If a machine is down on one shift, the senior person has to be moved to the shift where the machine is running, or be paid the higher rate. Payment of the higher rate is not applicable if a junior person is working on another shift at a higher rung because of an on-shift move up. If senior moves are scheduled first, and then vacations and other things scheduled, then that prevents some of these problems.

Converting does have an agreement that for a certain period the moves of senior people from shift to shift will be waived. (See Exhibit D of the Compressed Work Week language, page 10, in the back of the contract book.) This allows them to move up on shift for two weeks for any reason.

STANDING COMMITTEE MINUTES

The Union Standing Committee requested that more copies of the minutes be distributed in the mill. The current practice of tacking them to a bulletin board is not meeting employees' needs, as people take them down to read and do not put them back. One suggestion was to have boxes, similar to the SAC boxes, places in all clock alleys with copies of the minutes for people to take.



Union Standing Committee
Representative



Company Standing Committee
Representative



JAMES RIVER CORPORATION

INTEROFFICE CORRESPONDENCE

DATE June 12, 1992
TO All Employees
FROM Joe Hertig *Joe Hertig*
SUBJECT Notification Requirement Under Executive Order No. 12800
Regarding Employee Rights Concerning Payment of Union
Dues or Fees

On April 13, 1992, President Bush signed an Executive Order which among other things requires each federal contractor (which James River is) to post the following notice regarding employee rights concerning payment of union dues or fees:

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact either a Regional Office of the National Labor Relations Board or:

National Labor Relations Board
Division of Information
1717 Pennsylvania Avenue, N.W.
Washington, D.C. 20570

cc: WSG
Local, 1097

Note: After the Standing Committee meeting, Joe Hertig called the Corporate legal office and they told us to post