

STANDING COMMITTEE MEETING MINUTES

JULY 19, 1995

In attendance: Joe Hertig, Claude Weaver, Gene Dixon, Scott Solberg, Kris Keeler, Jim Lepin, Ken Green, Billy Taylor, George Brajcich and Terri Opsahl.

Items discussed:

1. Early Return To Work
2. Request From An Employee To Modify Work Schedule
3. Unitizing Safety Issues
4. Grievances
 - 95-08
 - 94-41, 42 & 43
 - 95-09, 12, 13, 14 & 15
 - 94-61
 - 95-11
 - 95-16
 - 95-17, 18 & 19
 - 95-05 & 06
5. Family Medical Leave Act vs. S&A
6. Training Issues (Conv.)
7. Pay For Floating Holiday Not Paid
8. Employees Working on Their Vacations

1. EARLY RETURN TO WORK

The ERTW is designed to accommodate employees to return to work in a gradual state (transitioning in faster) and do meaningful work for the Mill and for employees. Industrial and non-industrial types of work is performed through ERTW. This program has been in place at Wauna since 1989. Some restrictions exist such as an ERTW assignment cannot displace a regular employee. In maintenance we have brought people in on ERTW to perform bench work and some administrative work, however on a few occasions it has been possible for an employee to work their normal job or parts of their normal job, with some limitations, through ERTW.

We had an employee in on ERTW (on S&A) and this employee was re-injured on the job and filed a Workers Comp. claim. There was also an issue regarding whether the ERTW employee displaced another employee. Technically Management was in violation of the ERTW agreement by allowing this employee to work. In 1993, the Worksite Modification Law was passed. This legislation states that if a doctor releases an employee to work with restrictions, and we have meaningful work available and offer it

to the employee, the employee has to accept the work or receive no time loss benefits. The work can be parts of their regular job or another job.

<u>1993 - 39 ERTW</u>	<u>1994 - 47 ERTW</u>	<u>1995 (YTD) - 24 ERTW</u>
- 20 Workers Comp.	- 18 W/C	- 15 W/C
- 19 S&A	- 29 S&A	- 9 S&A

Union's concern is employees being assigned work above the restrictions the doctor has placed on the individual. Union agrees this program is the right thing to be doing and a lot of work went into designing this program. Agree that some responsibility has to fall on the employee to not do work that is outside their work restrictions, however, many employees aren't always going to confront supervision with a problem.

There are two issues:

- Displacing regular employees by employees on ERTW
- Employees working outside their work restrictions placed by a physician allowing for possible re-injures, etc.

Pathforward: Management and Union will have a special meeting to discuss the issues surrounding the ERTW program. The meeting date will be set once negotiations are completed. The object of the meeting will be to audit the ERTW program since the changes made in 1993, look at the new legislation and how it fits with our current program, and look at ways to help people who are working in the ERTW program work without getting hurt.

2. REQUEST FROM AN EMPLOYEE TO MODIFY WORK SCHEDULE

We have an employee working on the Soot Blowers in the Steam Plant who has requested during the summer months that he be allowed to change his work schedule to start work earlier in the day and finish up earlier.

The Union has no problem or concerns allowing this accommodation.

3. UNITIZING SAFETY ISSUES

The Safety Committee in Unitizing felt there were more safety incidents since the work load changed in October 1994. According to the safety records, there are no incidents on file and there were only two (2) incidents prior to October 1994. The Union Committee suggested looking at equipment damage and near misses - not just incidents recorded.

Pathforward: Management will put all this information in written form so that the Union Committee can take it back to the department for more discussion.

4. GRIEVANCES

95-08: The grievant who filed this grievance has yet to be paid.

Pathforward: Management will check to make sure the proper paperwork has been done and processed for payment. (Following this Standing Committee meeting this matter was reviewed with Payroll, and this grievance was paid with the April 7, 1995 pay period).

94-41, 42 & 43: Company and Union agreed to pay settlement on 94-43. Union will notify Payroll of how this settlement should be paid. Union withdraws grievances 94-41 & 42 on the condition that 94-43 is paid.

95-09, 12, 13, 14 & 15: At the last meeting Management & Union agreed to pay the Barge Coordinator 1/2 of his pay and 1/2 of the Warehouse Coordinator rate of pay when there's a short term vacancy of the Warehouse Coordinator position. The issue now is whether to pay at the compressed or blue-slip rate of pay.

Management sees the equitable resolution to this issue to pay at the compressed rate of pay since the Barge Coordinator works a compressed schedule. The Union left last week's meeting with the understanding that it would be at the blue slip rate of pay since the Warehouse Coordinator works a day shift job and a compressed rate of pay does not exist for that position. Management is of the mind that job itself doesn't determine whether its paid at compressed or non-compressed, the employee's regular schedule determines this, however, the Union Committee disagrees.

Pathforward: The Union accepts the resolution to this grievance in regards to paying at the compressed rate of pay. The Union does not agree that the employees regular schedule is what determines the rate of pay. However, in this case since the work overlaps it is agreed to pay at the compressed rate. Management will draft a letter of explanation to the Shipping Department.

94-61: Union is withdrawing this grievance.

95-11: The issue of this grievance is Management is allowing the department supervisor the ability to move up a junior employee to cover the Screen Room job. The department supervisor set the Screen Room job in a ladder by itself to enable allowing this employee the opportunity to work the Screen Room job, however,

senior employees are being bumped back to Labor Pool and the junior employee has had the opportunity to work in the progression ladder. Another issue is training and allowing senior employees the opportunity to train in the Screen Room job.

This grievance is being withdrawn by the Union, however, they feel there's a need to develop some language (i.e., Utilities & Secondary Treatment language) to avoid these problems in the future.

95-16: Management reviewed the circumstances of this grievance with the supervisor and it was determined that he had initially agreed to pay the grievant but later learned that he did so in error and that was why he reversed his initial decision. After a review of the circumstances, he agreed that his initial agreement when viewed in the context of the Memorandum of Agreement developed by the joint committees, should result in a payment as originally intended. Management would like to go on record to say that in the future if it's agreed by both parties to pay or drop a grievance, Management will honor their word and it is expected that the Union will do likewise. The Union agreed, however, only if a Shop Steward is involved and the employee (grievant) agrees not to pursue a grievance any further.

This grievance will be paid.

95-17, 18 & 19:

95-17 - This issue was briefly discussed at the 2nd Step and it is believed that the concerns that gave rise to the grievance have been addressed, but the grievance has been referred to the 3rd Step and needs to be resolved at that level.

95-18 - Union proposes:

- a. This employee meet with the Executive Board to discuss expectations of his job, and if he agrees to do so;
- b. His "letter of reprimand" will be reduced to a "letter of discussion".

The Union suggested including the department supervisor in the meeting.

The department supervisor accepted the Union's proposal and will agree to reduce the discipline if the employee accepts the recommendation of the Union to meet with the E Board.

(Following this Standing Committee meeting, the department supervisor agreed to this as an acceptable resolution of this issue).

2. PAY FOR FLOATING HOLIDAY PAYROLL MISSED

A Yard Department employee put in for two (2) floating holidays. One was paid and one was not. The employee checked with the supervisor and was told that he overlooked

95-19 - Clarification of discussion of 6/28/95, when the employee is assigned to the Sweeper job he will show up on the schedule for the Yard Department. If he's assigned to another piece of equipment then he's to be assigned to the department that's responsible for that piece of equipment. The Clockroom can assign him to any job openings that his seniority entitles him to, and can assign him in 4 hour increments between two departments.

95-05 & 06: These two grievances are still pending. Management and Union will discuss further. The parties who need to be involved in the discussion have not been available. A meeting will be scheduled as soon as possible.

5. FAMILY MEDICAL LEAVE ACT & S&A

An employee had FMLA approved and the absence was incorrectly coded as S&A. We need to have it changed in the system.

Background information: FMLA doesn't count against absenteeism rate & S&A also does not count as it applies to tracking daily absences (short term). There is one code for FMLA and another code for S&A. For an employee's absence to qualify as FMLA, they must first fill out the proper paperwork which can be picked up from the Human Resources Department. We will also make the forms available with the department heads. We are waiting for clarification of the newly passed amendments to this act from Richmond and hope to have more information available to the departments as soon as possible.

Pathforward: Management will look into resolving this particular incident.

6. TRAINING ISSUES

The Union is asking for joint cooperation in renewing training in all departments, but especially Converting. With cost cutting programs, etc. we need to develop training programs, especially with the onset of retirements in the next 5 - 10 years. There are some safety issues out there, too. Union would like a commitment that both sides will look to resolve this issue. Management understands the issue and is also concerned about longer term needs to have qualified employees to take on higher level responsibilities. Our challenge is that under normal circumstances, training requires people and we need to be able to do the training within the confines of cost reduction and mandates that are currently in place.

Pathforward: Management will refer this issue to the WSG for discussion.

7. PAY FOR FLOATING HOLIDAY PAYROLL MISSED

A Yard Department employee put in for two (2) floating holidays. One was paid and one was not. The employee checked with the supervisor and was told that he overlooked

putting the second floating holiday in but he would take care of it. Payroll told him "it wouldn't be paid until the next payroll because it was the employee's responsibility to check their pay prior to the check being cut." The employee was off for six days and didn't check his pay once he returned to work. The pay sheets are posted in a book available for employees to check in the Yard Department. The employee is asking to have a special check cut for the pay owed him for the second floating holiday.

The Union would like clarification as to what the expectations are of employees to check their pay.

Pathforward: Management will follow up on this.

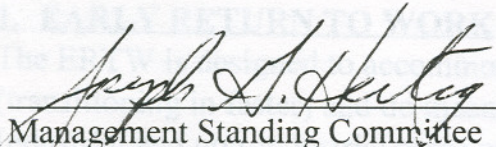
8. EMPLOYEES WORKING ON THEIR VACATIONS

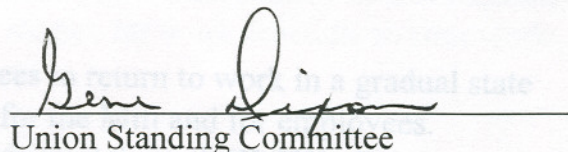
The issue is with a supervisor who knowingly scheduled an employee to work over into their vacation to allow their relief to attend a meeting. Under **no** circumstances are departments to hold over employees into their vacations. This same issue has been discussed at several Standing Committee Meetings and was clearly outlined in the October 4, 1994 minutes.

The Union is asking for one full day vacation in lieu of working into their vacation.

Pathforward: Management will pursue resolution of this issue by taking a stab at drafting additional language to clarify vacation scheduling and will review at the next meeting with the Union.

Next meeting will be Wednesday, August 16, 1995 at 10:00 a.m.


Management Standing Committee


Union Standing Committee

to
7/19/95