

STANDING COMMITTEE MINUTES

JULY 16, 1992

Present were Billy Taylor, George Brajcich, Joe Hertig, Jim Crowson, Gene Dixon, Kris Keeler, Larry Reandeau, Al Grantham, and Shelley Prouty.

Items Discussed:

1. Grievances 92-18, 92-19, and 92-21 (Kraft Mill, senior move, and request for utility trucker wages, Converting)
- * Requirements for a physician's release
2. S & A Benefits and Early Return to Work
3. Special assignment and overtime
4. Changes in schedule and notification
5. Blue slips and probation period
6. Unplanned downs and staffing
7. Call time vs. allowance for failure to provide work
8. Filling temporary vacancies
9. S & A Benefit and blue slip change
10. Employee bid on job eliminated by Company
11. Observers on Standing Committee
12. Short notice floating holidays
13. Job Classification clarification
14. Memorandum of agreement

GRIEVANCES 92-18 & 92-19 - KRAFT MILL, SR. MOVE

A Kraft Mill employee had been off for two weeks due to knee problems. His physician told him that the decision to work or not was his own, so the employee told the department scheduler that he would be coming in to work his normal schedule the week of April 13. The schedule was posted accordingly. On Monday, April 13, the employee called and said he would not be in after all, and in fact went in for knee surgery later. The senior move was not made to cover the employee's absence that Tuesday through Friday. Employees grieved that the senior move should have been made.

It appeared that a senior move had been made the second week of the employee's absence, but in talking to the department scheduler it turns out that it was just coincidence that the senior people were working the absent employee's shift. At the time the department found out that the employee would in fact be absent another week or more (Monday April 13), they posted a notice that effective April 20 the senior move would be made.

After much discussion between the Standing Committee, the department scheduler and the area shop steward, it was

discovered that there were several misunderstandings involved in the parties' understanding of the situation. The employees had believed that a senior move was made the second week of the absence, and should have been continued into the third week (April 13). As mentioned earlier, it was coincidence, not a senior move, that the senior people worked that shift the second week. When the employee called on Friday to say he would be in the following week, that ended the period of time off - the department relied on the information supplied by the employee and fully expected him to be in on his regular shift. Some of the employees and Standing Committee members thought that an employee could not return to work until released by his/her physician, and the Kraft Mill did not require this employee to present a release before putting him on the schedule. Further discussion showed that the physician had told the employee that he could work if he wanted to, that the decision was entirely his own (the employee's).

The issue seemed to hinge upon who decides or how to know when an employee can come back to work after an illness. If the employee in this case was the appropriate one to say when he could work, then Tuesday (April 14) was the first day of an absence. If the employee was not the appropriate decision maker, then Tuesday (April 14) was the third week of an absence for which a senior move should have been made.

The employee's physician had told the employee that he was the one to decide if he should work, therefore the Kraft Mill did not require a release and deemed the employee to be the appropriate one to say he was coming back to work. This is consistent with how the Kraft Mill has handled employees returning to work after an illness. The shop steward shared that the original intent of filing the grievance was based on the employees' understanding that all departments required a physician's release, regardless of the circumstances.

The Union Standing Committee agreed to drop these two grievances if some mill-wide guidelines were developed to address the issue of when to require a physician's release to work.

The Joint Committee wanted to reinforce the importance of open communications between supervisors and shop stewards. This will also be stressed in the shop steward and supervisor contract training.

Guideline suggestions:

If an employee misses three or more days, then require a doctor's release before they can return to work. The other suggestion was to require a release after 7 calendar days; or only require a release if the person was eligible for S & A benefits. If the person calls and says that they have the

release (physically in their possession), they do not have to make a special trip to the mill to bring it. They must have it with them before they start their first shift; if they don't bring it, they will not be allowed to work.

A person can come back to work at any time once they have a doctor's release - they do NOT have to wait until the next schedule comes out. Place the person in the job their seniority entitles them to and move others back down the ladder by seniority. People moved back down the ladder would not keep the wage rate of the higher job they had been doing.

Human Resources and the Chairman of the Union Standing Committee will write up the release policy, review with the Joint Committee, and then it will be posted millwide.

GRIEVANCE 92-21

Some napkin employees were directed to gather KD's (cases) from several areas of Converting and prepare them for shipment. The employees believed they were doing the Utility Trucker job and should have been paid that rate for the hours they spent on that task.

The Union Standing Committee's position is that it is a duty of the napkin employee to get supplies for his/her machine. The Utility Trucker supplies the machines in several areas, not just napkins. Therefore, when these people went out of the napkin area, they were doing the trucker's job.

The Company Standing Committee believes the employees were assigned a task that is basically a part of their job, just expanded to some other areas. There are overlaps between some jobs, and the Company does not want to be paying higher rates just because a person is doing some task that is similar to a task done in another job. Job rates, through job analysis, are constructed so that they compensate fairly for a variety of duties. The intent behind the situation in this grievance was not to assign the employees as utility truckers, but to have them do a section or piece of their regular duties in their areas and other areas. The skills required were the same as what they do on their "regular" job.

The Union Standing Committee referred to the Labor Agreement language that says that when an employee is directed to work on any suitable job other than his regular job (Exhibit A1 C6) they are to receive the higher rate of pay. Exhibit A1 C11 also states that employees are to be told the rate they will receive before going to another job. Also, the employees' napkin machine was shut down so they could gather the cases. A roll buck's job is to keep the napkin machines supplied, but these employees were moved to keep the utility truckers supplied.

The Company never wants to get into the situation where employees are demanding higher rates of pay anytime something they do in their job touches one piece of a task of another job classification. The core responsibilities drive the pay rate of a job, the peripheral tasks do not. If someone does the peripheral tasks, they should not get or expect to get the higher rate of pay.

The Union Standing Committee understands this concern and agrees with it. The Union does not support an attitude of "that's not my job". The Union discourages and will continue to discourage their members from expecting higher pay rates just for helping someone, or refusing to do something because it is not their job. The Union Standing Committee suggested that supervisors, when directing employees to do something that may fall outside the regular tasks of their job, indicate the rate of pay they will get. This should help clear up any misunderstandings before they happen.

The Company Standing Committee believes that "helping out" is what happened in this situation - they were helping the utility truckers.

Members of the Union Standing Committee shared with the full Committee the concern that they are sensing may be present, in Converting especially, that this type of situation will lead to not paying people right because the Company says they are only doing a part of the job - where does that thinking stop? There seems to be a great deal of fear in Converting that jobs may be combined and some jobs may be going away, and this just adds to that perception. Some supervisors are telling the employees that their jobs are going to keep expanding and they aren't going to get paid for those expanded duties.

The Company Standing Committee told the Union Committee that the only way expansion of jobs happens in this Mill is through the appropriate processes by working with this committee and/or any other appropriate joint committees, and the Company is committed to that. The intention is not to expand the scope of jobs without following the processes established by the Labor Agreement. The intent is also not to limit the current flexibility we enjoy and that helps make us successful.

The Company Standing Committee agreed that there may have been some misperceptions by the employees as to what job they were being directed to do, so it does agree to settle the grievance by paying the requested settlement. However, this does not set a precedent, and also does not address the other concerns that the Company has.

SICKNESS & ACCIDENT (S & A) AND EARLY RETURN TO WORK (ERTW)

The Labor Agreement states that "Employees will be required to accept Early Return to Work jobs according to the Joint ERTW Program" (page 88). This was one of the Company's agenda items and the intent was to get people back to work as soon as possible. The Union saw this as an opportunity for employees to come back to work and earn their full wages while still not able to go back to their regular job.

The negotiating committees, in the negotiation discussions, stipulated that the decision to come back on ERTW was to be made by the physician and the employee without undue pressure on either party.

The Union Standing Committee would like to ensure that the employee be involved in any decision like this; not just the Company communicating with the physician and leaving the employee out of the discussion. They suggested that a place be added to the forms that are sent to the physician for the doctor to indicate that s/he talked to the employee about returning to work.

SPECIAL ASSIGNMENT AND OVERTIME

In the April 1989 Standing Committee minutes it was documented that people on special assignment are the last option for overtime. When a person is out on special assignment, they are not available for regular tasks.

Trainers are not out of the bargaining unit or on special assignment if they are training on their shift - it is a part of an employee's job to train others on their job and to be trained on the job above them in the ladder. If someone was taken off of their regular crew to conduct training for all four crews, then that would be a special assignment situation.

The Union Standing Committee expressed a concern that people might be assigned to special assignment work even though they do not want it, as it does take them out of the job classification and they miss out on overtime. Departments should be sure the employee understands this and agrees to the special assignment work.

A discussion arose as to the difference between being out of the bargaining unit and special assignment. As long as an employee is receiving a contract wage rate, they are eligible for bargaining unit work. Being on special assignment just means they are out of the job classification for overtime purposes, etc.

An employee is considered to be out of the bargaining unit if they are moved into a job that falls into one of the categories listed in Section 1 Recognition in the Labor

Agreement.

CONVERTING SCHEDULING, NOTIFICATION OF CHANGES TO SCHEDULE

Converting's practice has been to post the initial work schedule on Wednesday and post the revised schedule on Friday afternoon. The revised schedule is always stamped "revised" and the scheduler highlights the changes that were made. The department has considered it to be the employee's responsibility to look at the schedule on Friday, and if an employee wasn't in the mill on Friday or a change was made after Friday, the department has notified the employee.

The Joint Standing Committee agrees that this is a shared responsibility by management and employees. It was decided that it would be helpful to have some guidelines in place that are consistent throughout the Mill, so as employees transfer from one department to another they know what their responsibilities are in this area.

Notification guidelines:

Original schedules are to be posted on Wednesday; revised schedules are to be posted by 5:00 p.m. Friday. It is the employee's responsibility to check the schedule when they are in the Mill. If the employee is on their days off when the revised schedule is posted, they will be notified of any changes affecting them. If changes are made after the revised schedule is posted on Friday, a reasonable effort will be made to notify the affected employees whether or not they are in the Mill.

These guidelines are hereby adopted by the Joint Standing Committee. They will be communicated with department heads and schedulers - if there are any major concerns or problems with the guidelines as stated, the departments should notify the Human Resources Department immediately. These concerns will be brought to the Joint Committee at the August meeting.

(Note: The Converting representative on the Committee did mention that they are looking at trying to post their original schedule on Monday, and the revised schedule on Wednesday.)

BLUE SLIPS

Departments are reminded that no employee should be blue slipped until they have completed their probation period (60 days in operations, 90 days in maintenance).

UNPLANNED MACHINE DOWNS

Situations occasionally occur where extra people have been scheduled for overtime and then the machine goes down unexpectedly. If not all of the people are then needed, the people in on overtime should be sent home and the department would continue the shift with the regular crew. The overtime

employees would still receive their call time if they would have been entitled to it had they stayed. If there are no people in on overtime and not all the people are needed because the machine is down, the junior person(s) in the ladder should be the ones sent home - NOT just the persons assigned to the machine that is down. An option to this would be to ask for volunteers to go home, but there is no requirement to do so.

People who are being trained on a job would continue with the training, even if they were the most junior person. The reason for this is that they are not displacing anyone - the trainer is working with them.

CALL TIME AND ALLOWANCE FOR FAILURE TO PROVIDE WORK

There seems to be a conflict in the language between Section 17 paragraph B and Section 18 paragraph C in the Labor Agreement. Past practice at Wauna has been to pay a call time if the employee would have been entitled to one had they come in - even if they are called at home and told not to come in (with less than 36 hours notice). If the work is canceled because of an unplanned machine down, then no call time is payable and the Allowance for Failure to Provide section would apply. If a call time would not have been payable even if the person would have come in (covering for a floating holiday or vacation) then the Allowance for Failure to Provide section would apply.

At no time are BOTH a call time and allowance for failure to provide work paid for a single situation.

CONVERTING - FILLING TEMPORARY VACANCIES

The process currently used in Converting to fill temporary vacancies is quite cumbersome and presents many opportunities for supervisors to make mistakes in their call-ins. Converting management has several options that they think will reduce the chance for error and make the call-in procedure less difficult. They will be reviewing those options with the crews to get their input to help the department decide which option would work the best.

Another suggestion by the Committee was to have the clockroom make all the call ins. To do so they would have to have the latest schedule and know the decision rules to use, as well as any short notice floating holidays, etc. that may not be on the schedule. Then have the Clockroom Attendant tell the employee they have called where the job is and on what machine. Converting management indicated to the Standing Committee that a better effort is going to be made to put people on the machine they were called in for.

After they've met with crews and gotten input to make a decision, Converting management will notify the Joint Standing Committee as to what the new call-in procedure will

be.

S & A BENEFITS AND CONTRACT WAGE INCREASE/BLUE SLIP CHANGE

The discussion on this situation was continued from previous meetings. An employee was on S & A on 4-1-92 when there was a contract wage increase. His blue slip rate went up, but his S & A benefit was based on the blue slip rate prior to the wage increase.

This question was raised by the Union in 1989 and the official response from the Employee Relations Manager and Aetna (who administered the benefits at that time) was that if a person wasn't working at the time of the wage increase, their S & A benefit did not change until they came back to work and established the new wage rate/income level. This issue was not discussed in the 1991 negotiations.

The Company Standing Committee agrees that changing this does seem to be the right thing to do. Since this has been the policy to apply the benefits as was done in this case, any decision to change that needs to be made by the Steering Group. The Employee Relations Manager will recommend to the Steering Group that this change be made.

SEALERMAN BID

An employee bid on and accepted the Sealer job in converting. The Company recently eliminated that job, and the employee is now asking if the transfer to Sealer will count as one of his two transfers allowed in a year. While the employee knew the job would be going away when he signed the bid, the Joint Committee recognized that management has been talking for quite some time about eliminating that job and a person could have been led to assume it would be there longer than it was.

The Joint Committee agreed to not count that transfer as one of the two allowed in a 12 month period for Rob Massey.

OBSERVERS ON THE STANDING COMMITTEE

The Committee is very open to the idea of having observers come to the meetings to learn more about the Standing Committee, but need to have some order as to how it is done. The process is as follows:

- * No more than two observers at a meeting.
- * Observers are just that - they are not part of the process or discussions.
- * Observers may be asked to leave if the committee needs to discuss sensitive or confidential information.
- * Observers come on a voluntary basis and on their own time.

* Persons wishing to come to a Standing Committee must contact Human Resources (Personnel) at least one day before the scheduled meeting.

SHORT NOTICE FLOATING HOLIDAY GUIDELINE SUGGESTIONS

- * Short notice floaters should be granted if it can be covered without incurring penalties. This would be the supervisor's decision.
- * NO after the fact floaters will be granted.
- * If an employee calls in sick and wants to use a floater, they have to give this notice prior to the start of the shift. They will receive the floating holiday pay but the day will be recorded as an absence.
- * Exceptions will be made for acts of nature, emergencies, etc.

The intent of these guidelines is to protect other employees from undue inconvenience and from some people going around the rules for getting a floater approved. It is also to keep from masking an absentee problem with floating holidays.

The Union Standing Committee wanted to remind supervisors that they should not be encouraging people to burn their floaters - people will use them as they want to and need to without any pressure from their supervisor.

Joe Hertig will redraft these guidelines and review them with the Standing Committee. The guidelines will also be reviewed with the departments for comment. Once they are finalized, they will be distributed for posting.

JOB CLASSIFICATION CLARIFICATION

Some questions have arisen in converting as to who is in a job classification. In some areas, a job classification covers a number of different machines and they have considered a person to be in the job class even if s/he is not yet trained and/or qualified on all the machines that they rotate on.

The Standing Committee confirmed that that person is indeed in the job classification, even if they are not yet trained on all the machines in the job class. They have rights to overtime in that job class before someone out of the classification. If the crew has to be moved around so a person can operate a machine they are trained to operate, then that needs to be done.

Employees on the schedule in the job are in that job classification for the week.

MEMORANDUM OF AGREEMENT

Attached.

Attachment

1/4/89

REMINDER OF MONTHLY MEETING SCHEDULE

August 12
September 9
October 21
November 11
December 9

Della Aarnio
Rick Allen
Gene Dixon
Keith Keschner
Jim Morgan
Juanita Collins

Larry Beaudeman
Union Standing Committee
Representative

Joseph A. Garty
Company Standing Committee
Representative

- 1. AGENDA
- 2. 1. Open House
- 3. 2. Roll Call
- 4. 3. Open House
- 5. 4. Open House
- 6. 5. Values & Beliefs
- 7. 6. Meal Tickets - restaurant
- 8. 7. Select Care
- 9. 8. H/S/M Coverage Contribution.
- 10. 9. Tech. reorganization.
- 11. 10. Pulp dryer crew reduction
- 12. 11. Canvas Electricians working on Wauna unitizer.
- 13. 12. Wauna vibration analysis crew.
- 14. 13. Parking
- 15. 14. Medical Plan Coverage (dental & eye care).

sjp
file:2216

1/4/89

STANDING COMMITTEE MEETING MINUTES

Those in attendance:

- | | |
|---------------|-----------------|
| Linda Raynor | Della Aarnio |
| Dick Davis | Rick Allen |
| Mike Brace | Gene Dixon |
| Dick Chevron | Keith Kearcher |
| George Price | Jim Morgan |
| Lynn Hunt | Juanita Collins |
| Mike Wendling | |

AGENDA ITEMS:

1. Set ups -- special assignments.
2. C.O.L.A. hours worked for calculating pay.
3. Pay for Inst/Elec crew on call.
4. Storeroom requests for extending use of Labor Pool.
5. JR Values & Beliefs
6. Meal Tickets -- restaurant list.
7. Select Care
8. H/S/M Coverage Contribution.
9. Tech. reorganization.
10. Pulp dryer crew reduction
11. Camas Electricians working on Wauna unitizer.
12. Wauna vibration analysis crew.
13. Parking
14. Medical Plan Coverage (dental & eye care).

Medical Plan Coverage (dental & eye care).

Dental Care Discussion:

Cleaning the teeth every four months had been a covered benefit for the treatment of Periodondal Disease. JR Aetna has stopped covering the benefit of cleaning every 4 months, due to the contract limiting cleaning every six months. The issue is, whether cleaning the teeth every 4 months is a covered benefit under Periodondal treatment. The concern is; this has been a covered benefit until last fall and now arbitrarily dropped by JR / Aetna.

Vision Care:

Historically contacts were covered up to the allowable limit for glasses (\$125.00). in the fall of 1988, JR / Aetna stopped paying this benefit. Contacts are now paid per the contract language which defines specific requirements to be met in order for benefits to be paid for the contacts.

It does not seem appropriate to penalize people for taking a vacation.

As a minimum, it would seem appropriate to add vacation hours to the calculation.

The company will review this discussion with the company negotiation committee. The union will do the same with the union negotiation committee.

Set Ups -- Special Assignments.

When people are set up for special projects, are they out of the bargaining unit? Normally, they are assigned out of the progression ladder and out of their job classification. The implication is, when O.T. is required, the company must make a reasonable effort to assign the work to employees in the job classification. Using the special project person, would be a last resort. The Standing Committee is in agreement on this issue and will get the word out to Supv.

Set Up Foreman -- Working Over 16 Hours.

Discussion:

There has been some recent occurrences when a set-up foreman (Inst crew) who has worked over 16 hours. There has been a mill effort (contractors guidelines) to limit hours worked to no more than 16 hours. It appears there is a question of ethics. Supervision (permanent & reliefs) need to support the mill efforts, such as limiting working time to 16 hours. The Labor Agreement is not limiting set ups to work beyond 16 hours. It is a question of principle.

The Standing Committee would ask the setups / supervision to be aware of the view, that working beyond 16 hours is not in the best interest of the mill and employees.

H/S/M Coverage -- Contribution For Kaiser.

Discussed the monthly contribution for employees electing Kaiser coverage. This would be effective 2/1/89. During January there will be open enrollment for employees to change carriers



Vibration Analysis Crew.

On 12-28-88, at 1:30am, there was an alarm on #5 indicating low oil pressure. Rick Zaharko came in and worked. Hourly employees were not called in. We need to find out what work Rick Zaharko did. It was felt he was working on a computer problem. The company will get back to the standing committee.

MEMORANDUM OF AGREEMENT

Parking.

Non-permit people are parking in the Wauna employees lot. We need help from John Svenson to resolve this problem.

JR Values & Beliefs.

Discussed whether to schedule separate meeting to review the company's beliefs and principles. The union will discuss whether they are interested.

Meal Tickets -- Restaurant Review.

Four restaurants have expressed an interest in getting on the list. We will add the following:

1. Weigants
2. Mini-Mart -- Clatskanie
3. Dutch Cup -- Astoria
4. Louis -- Vernonia

We will remove the Honey Bear in Clatskanie.

We agreed that it is time to review the dollar amount provided for meals. We will obtain information from restaurants on the cost of the meals.

Held for next meeting; technical department progression ladder.

Mike Woodley
Company Rep.

Linda L. Raynor
Union Rep.

JRCORP:WAUNA
MLW/tlc
file:000275

cc: WSG
Dept. Heads
Standing Committee

Local 1097
Payroll



JAMES RIVER CORPORATION
 WAUNA MILL
 Clatskanie, Oregon 97016 (503) 455-2221

MEMORANDUM OF AGREEMENT
 COMPRESSED WORK WEEK VOTING PERCENTAGE
 WORK WEEK LANGUAGE
 WAUNA MILL
 January 1, 1990

For the purpose of a compressed work week schedule, the parties hereby mutually agree to the following terms

July 10, 1992

MEMORANDUM OF AGREEMENT

Re: Compressed Work Week Voting Percentage

The parties to the Wauna Mill Labor Agreement agree to modify the application of the Labor Agreement as specified below for the term of the April 1, 1991 Labor Agreement.

Compressed Work Week Language, Paragraph 1:

1. Twelve (12) hour shift schedule will be permitted to those departments which, by a vote of 51% have approved a trial period and/or then voted to work the schedule on a continuous basis by a simple majority approval.
 [Change underlined.]

No other contract provisions are to be influenced by this percentage approval change.

Signed this 13th day of July, 1992.

UPIU Local #1097

United Paperworkers'
 International Union

James River
 Wauna Mill

Billy J. Taylor

Roger A. Hauer

Joseph S. Herty

sjp
 file:2195

Local #1097 Standing Committee
 Chairman

Larry A. Resndean

COMPRESSED WORK WEEK LANGUAGE WAUNA MILL

January 1, 1990

For the purpose of a compressed work week schedule, the parties hereby mutually agree to the following terms and conditions:

1. Twelve (12) hour shift schedule will be permitted to those departments which, by a vote of 51%, have approved a trial period and/or then voted to work the schedule on a continuous basis by a simple majority approval.
2. The twelve (12) hour shift times of 7:30 a.m. to 7:30 p.m., and 7:30 p.m. to 7:30 a.m. will define a day as a period of twenty-four (24) hours beginning 7:30 a.m., and a week as a period of seven (7) calendar days beginning at 7:30 a.m. Monday.
3. The twelve (12) hour work schedule may be canceled by either party at the end of any eight week scheduled cycle or within seven (7) days if mutually agreed to by the Union and the Company.
4. The implementation of the compressed work week will be on the conditions that the efficiency of any department or departments will not decrease.
5. It is clearly understood by both parties that replacements must be available for relief purposes when required. Replacements will normally come from employees on their scheduled days off. This coverage may be scheduled when necessary and be distributed as evenly as possible. When such overtime work is required, the Company will make reasonable effort to assign it to an employee(s) from the job classification in which the need for the overtime work occurred.
6. It is understood by both parties that problems may arise in working the compressed schedule. Should this occur, the compressed work week committee will meet to discuss the problems and make recommendations for resolution.