

STANDING COMMITTEE MINUTES

AUGUST 25, 1992

Present were Larry Reandeau, Kris Keeler, Dave Viera, Gene Dixon, George Brajcich, Joe Hertig, Trisha Norvell, Al Grantham, Al Rollins, Shelley Prouty.

AGENDA:

1. 4 - 10 schedule in technical lab
2. Temporary job
3. Shift mechanics
 - Transition from shift back to days
 - Filling shift mechanic positions
4. Floating holiday pay clarification
 - Giving away overtime
5. Grievance 92-21, clarification of July discussion
6. Maintenance helper probation period
7. Oiler helper selection
8. Job performance issues
9. Purging personnel files of disciplinary actions
10. Employee waiting for workers compensation case hearing
11. Kaiser - concerns about quality of care
12. Payroll Deduction - Donation to E. Fountain
13. Funeral leave clarification
14. Time clocks - what if we eliminated the clocks?
15. Time cards
16. Means to contact employees for call-ins
17. Operations and maintenance work
18. Pulp operator certification guidelines published by Corporate Headquarters
19. Converting meetings policy - exemption for union official
20. S & A benefits and blue slip changes
21. Quality expectations and standards - Converting
22. Grievances, second step
 - * 92-22 assigning employees to a job when not fully qualified
 - * 92-23 yard crew pay rates
 - * 92-25 contracting out notification
 - * 92-26 schedule change
 - * 92-27 scheduled meeting, change in start time
 - * 92-28 change in start time, hours fall on holiday
 - * 92-29 change in start time, hours fall on holiday
 - * 92-30 change in start time, hours fall on holiday
 - * 92-31 scheduling full weeks
 - * 92-32 oiler helper selection
 - * 92-24 oiler helper selection

The Union Standing Committee thought there might have been a grievance on this issue in the past. The Human Resources Department will research that.

1. TECHNICAL LAB SCHEDULE

Two employees in the lab have been working a 10 days on, 4 days off, 8 hours per day schedule, primarily to be able to provide weekend coverage. The need for coverage on weekends has changed, and the employees would like to go to a 4 days on (Monday through Thursday), 10 hours per day schedule. The Department management agrees to the proposal, as does the Company Standing Committee. The Union Standing Committee also agrees to the schedule and a waiver of overtime for the two extra hours per day.

The new schedule for these two employees: 4 days on, 10 hours per day paid at straight time, 3 days off. See the attached memorandum of agreement.

2. TEMPORARY JOB

An employee was providing some vacation relief in the technical department and then started doing some testing work requested by the Greenwood department. The employee is not and has not been out of the bargaining unit, but is coming up on 6 months in this assignment in October. The labor agreement stipulates that when a job has been filled for 6 months, it must be posted.

The department head told the Joint Committee that the testing work may take another 2 or 3 months to complete and requested a waiver of the 6 month posting rule. The employee is not doing an actual job - as soon as the testing is done there is nothing else to be done. The Joint Committee understood and agreed to the waiver only if the department provides a specified ending date. This will be provided to the Committee at the next meeting.

3. SHIFT MECHANICS

TRANSITION FROM SHIFT TO DAYS:

At issue is the pay for day shift mechanics who cover for a shift mechanic - it has been done in a way that is quite expensive to the company.

For example; the mechanic works Monday night shift, is off Tuesday, then works Wednesday, Thursday and Friday on his normal day shift schedule. Wed., Thurs., and Friday have been paid at time and a half because those are viewed as the mechanic's days off. (Monday designates the shift, and he was working compressed on Monday.)

The Union Standing Committee thought there might have been a grievance on this issue in the past. The Human Resources Department will research that.

The intent of the language regarding Monday determining the shift for the week was to cover shift workers, not day workers covering for shift workers. However, the Union Standing Committee suggested that the company could get creative in how they schedule the transition. The Union clearly stated that they would not change the rule of Monday determining the person's days off.

Suggestion: another shift mechanic can be scheduled on one of their days off to cover Sunday or Monday night, and schedule the day mechanic who was covering on days, M-F or Tue. - Sat.

The Company Standing Committee then asked what are the days off for the person coming back to days - the days he would have had off had he stayed on compressed, or Saturday and Sunday? They can't all be days off and paid as such. Members of the Union Standing Committee thought that very question was resolved in a past grievance.

Path forward: find the grievance that addressed this issue, and look at different ways to schedule the transition back to days.

FILLING SHIFT MECHANIC OPENINGS

Before we had the compressed schedule, it was very difficult to fill the shift mechanic jobs. The Maintenance departments developed some guidelines in 1985 as to how they would be filled, and reviewed those guidelines with the Joint Standing Committee.

There is another shift mechanic opening coming up, and it is now a desirable position since it is on the compressed work week. There is evidently some concern and confusion as to how this opening will be filled. The Union Standing Committee is concerned that there is a notice that was not reviewed by the Joint Committee that specifies the Converting mechanics would have the first option for shift openings. The Committee does not agree with that guideline and will not support it. The August 9, 1985 agreement is the only one that has been reviewed and agreed to by the Joint Standing Committee.

The Union Standing Committee proposed that all shift relief positions be posted, and the senior bidder selected. When there is a permanent opening, the relief person gets it. It would then be easier to focus on scheduling the transition from shift to days if you had an identified group of people that would be affected. The Committee believes this proposal provides the opportunity for senior people to bid for the openings

and recognize the people who have been doing the relieving.

These issues will need further discussion.

4. HOLIDAY PAY

An adjuster's July 4th holiday pay was paid at the wrong rate. The adjuster was on the schedule as an adjuster. Another person, scheduled for overtime on a job lower than adjuster, did not want the overtime, and asked the adjuster if he would work it. (The employee asked in the job classification first, as appropriate. This adjuster was the first who would take the overtime.) The adjuster worked for the other employee and was paid the lower rate, as appropriate. However, that shift was the shift preceding the Fourth of July holiday, and he was then paid holiday pay at the lower rate, which was incorrect.

Holiday pay is based on the job the employee is scheduled on the last shift before the holiday, which is the job their seniority entitles them to.

The opposite also applies - had the employee in this situation been at a higher rate than the person who took the overtime for them, the holiday pay would have been the lower rate, i.e. the rate of the job the employee was scheduled on.

The Joint Committee strongly recommends that all shift trades and giving away of scheduled overtime be documented. Most departments have a "trade slip" for trading shifts - the Committee urges that these forms be updated to include the giving away of overtime, when there is not a trade or swap involved. Supervisors must approve all trading and giving away of overtime, and having this documented protects both the company and the employee. The supervisor needs to make sure that the overtime has been filled correctly before signing the form, which protects the company from having to pay needless penalties if it was filled incorrectly by the employee. It also provides proof that an employee did get coverage, if the person who was supposed to come to work didn't. Without the documentation, the person on the schedule is the one who would look like had a no-call no-show situation.

5. GRIEVANCE 92-21, CLARIFICATION

This grievance was resolved at second step in the July meeting, but some supervisors have expressed some confusion around what to do differently next time that situation occurs.

Some napkin employees were directed to gather cases from several areas of converting. The employees believed they were doing the utility trucker job and should have been paid

the higher trucker rate. The desired settlement was paid on a non-precedent setting basis, as there is disagreement between the Company and the Union as to when you are doing another job or just pieces of the job. Just because a person does some pieces or tasks of another job doesn't mean they automatically get the higher rate of pay.

Supervisors should tell people the rate of pay they are going to get before assigning them to the task. Employees cannot refuse to do the work if they do not agree with the rate of pay. They must do the work and can grieve the rate of pay later.

6. MAINTENANCE HELPER PROBATION PERIOD

This contract has a provision that requires the probation period for transfers in operations jobs be paid at 90%. Does that apply to maintenance helper transfers? A review of the negotiation notes did not provide the answer. The Committee felt that the helper rate structure outlined in the contract is already designed to allow for training, etc., and there is not the problem in maintenance as there was in operations of people trying a job for 50 days and then going back to their old job, which is the reason for the 90% provision. The Committee agreed that the 90% language does not apply to maintenance or oiler helper positions.

Departments should remember that helpers do not blue slip until the end of their probation period. Even though they do not blue slip right away, helpers are paid the helper rate right away. The blue slip rate applies if the employee receives S & A benefits, or if the employee retires or dies before they blue slip as a helper. This is true anywhere in the mill - the blue slip rate prevails for benefits, the wage rate of the job the person is working is generally what is paid for hours worked.

7. OILER HELPER SELECTION

It has become apparent that there was a misunderstanding between the Union and Company Standing Committees. When the Joint Committee initially discussed the maintenance helper selection process, the Company was fully intending to apply the same process to both maintenance and oiler helper positions. The Union Committee understood the discussions to be only for maintenance (A-2) helper selection.

The discussion about oiler helper selection will continue at the next meeting. The Union Standing Committee wants to talk to the oilers and do some research on the issue. The Union Committee raised several issues regarding the oilers and oiler selection. The oilers have no input into the development and review of the oiler helper training package, as that is done by the mechanics committee. The union also believes that different skill sets are required in maintenance (A-2 package) and oilers (A-5 package), as is

evidenced in the different contract language and pay structures, so why use the same selection process and criteria for both?

The union committee also pointed out that the A-5 language specifies that supervision will conduct the interviews, not regular employees. The company committee stressed the value that the company places on having input from members of the crew, people who really know the jobs and who will have to be working closely with anyone selected for the crew.

8. JOB PERFORMANCE ISSUES

An employee in the Kraft Mill is having difficulties in his job, some of which have caused some serious problems. The department has decided to do more training of the individual to see if that will help. They wondered, if the further training doesn't work, if the employee's name could be added to some of the bid lists so he could possibly bid into an area where the job doesn't have the critical potential for harm as his current position.

The Union Standing Committee expressed some strong concerns about this line of thinking and issued some valid challenges to management. This individual is already established in the bottom rung of the kraft mill progression ladder. If there is a problem moving up, the person should be frozen, not taken out of the department. The Committee also could not understand why, if the employee has been in his job for 4 years, the problem is just now being addressed. The Union Committee firmly stated they would not agree to adding the employee's name to a bid list. They also told the Company Committee that the union has repeatedly told management to hold people accountable to do their jobs correctly, and address issues when they occur - let employees know what is expected of them, what the standards are, and let them know when they are not meeting those standards so they can correct the problem! Every department needs standardized training programs, standard expectations from all supervisors instead of different standards from one shift to another. Until those things are in place, how can management address job performance issues?

The Union Committee would like to know if the kraft mill has a standardized training program that this employee will be going through, is it documented, and did employees who do the job have input in the training design. They also wanted to know if the job expectations were clearly defined. The Human Resources department will try to get those answers for the Committee.

The Union Committee also asked that the company look at the way the kraft mill progression ladder is structured. We have a bottom level employee unhooking chlorine cars, a task that at most mills is done at a higher level in the progression

ladder because of the expense of the equipment involved and the hazards.

Members of the Company Committee also expressed some concerns about just passing problems to other departments instead of addressing them. Hazards and dangerous complicated processes exist in virtually all departments, and it is important that job performance issues be addressed and not just transferred.

Supervisors do need to let employees know when their performance does not meet expectations. If a supervisor counsels someone on a work performance issue, they do have a right to union representation, even if the counseling is not being done through the discipline process. The employee is entitled to receiving a copy of the documentation regarding work performance problems, if the supervisor writes a letter for their file, for example. The Union expressed a concern that supervisors are gathering documentation and none of it is being shared with the employee.

The Joint Committee urges supervisors to talk to employees if there is a problem - do not wait until it gets to the point where you are into the discipline process.

9. PURGING PERSONNEL FILES OF DISCIPLINARY ACTIONS

An employee on the paper machines was disciplined for an action, he had no further disciplinary actions in a year and requested that the letter be removed from his file. Another incident then occurred with that employee, and the supervisor commented that he couldn't use it (the prior letter), but also couldn't forget it, which concerned the union. The Union Committee views the purging of the file as a total cleansing of the slate - the incident never happened.

The Company Committee pointed out that the purpose of discipline is to correct a behavior. The behavior wasn't corrected if it happens again after a year, and purging a file does not negate the fact that the person should have an understanding of the expectations. We can't forget that the employee was put on notice even if the file is purged.

Path forward: both committees will research the original intent of the language regarding purging a file after one year if there were no further incidents. We will abide by whatever the original intent was. This discussion will be continued at the next meeting.

10. WORKERS COMPENSATION CASE HEARING

An employee has been waiting for his hearing to be scheduled, as each time it has been scheduled lately it has been canceled by the Company's lawyer. Human Resources will pursue this with the Workers Comp. office to find out why and to push to get it done soon.

11. KAISER

The Union is very unhappy about how Kaiser has handled an employee's case recently. The union committee also shared that employees have had other problems with Kaiser in the past, e.g., not being able to get in to see a physician and perceived poor quality care.

The Union asked the Company to investigate the problem with this employee's case and share their findings. The union will then be in a position to evaluate if they want to take a motion to the membership to vote on whether or not we keep Kaiser as an HMO option.

12. PAYROLL DEDUCTION - DONATION FOR E. FOUNTAIN

Payroll wanted employees to know that they can do a payroll deduction for a certain number of hours' pay to be donated to Eddy Fountain to help defray his medical expenses. Contact the payroll department for more information.

13. FUNERAL LEAVE CLARIFICATION

Funeral leave allows for a maximum of three days, any combination of the days (plural) prior to the funeral or memorial service, the day of the service, and/or the day after the service. Payment is made only for days missed that the employee would otherwise have worked. If the employee is on vacation or a floating holiday, they do receive the funeral leave pay.

14. TIME CLOCKS

At a previous meeting it was asked if we could eliminate the time clock system. The payroll department did some research and discussed their findings. St. Francisville did eliminate their time clocks, and are now reinstalling them at the union's request. The same situation occurred at South Glens Falls. The clocks help ensure that employees get paid correctly, as well as being a check and balance for auditing purposes. Those other locations also discovered that they were getting a number of complaints that reliefs weren't showing up on time, but there was no way to verify that without the clock data. A large number of supervisors do use the time clock data, not for checking up on employees, but for making sure they have paid everyone who was clocked in. The time clocks can also be used in case there were an emergency and the mill had to be evacuated - the payroll department can call in to the mill computer system via a modem and get a list of all employees who were clocked in at the time of the evacuation.

The payroll department noted that employees on union business can just call payroll and let them know their hours rather than having to clock in. This is especially convenient if the meeting is at the union hall.

15. TIME CARDS

Employees are reminded that the time cards are to be left in the card racks and are not to be removed from the mill site.

16. MEANS TO CONTACT EMPLOYEES FOR CALL INS

Some departments have found that some employees do not have telephones, or have unlisted phone numbers that they have not given to the clockroom, or have answering services so that they cannot be called in for overtime. This places an undue burden on the other employees who are always being called in and the overtime burden is not being shared. The Company reminds employees that they do have to provide the Company with a means to contact them so they can fulfill their contractual obligation. How employees do this is up to them - either get a telephone, give the company a neighbors phone number, give the clockroom your unlisted number, etc. All unlisted phone numbers are designated as such in the Human Resources and clockroom system and are not given out.

17. OPERATIONS AND MAINTENANCE WORK

The issue of expanding operation jobs so they do more and more maintenance work has surfaced again in the mill in an article describing the total work team concept. If anyone is thinking of making changes like that and having operators do maintenance and mechanics do some operating of machines, they are reminded that they must go through the Standing Committee. The Company Standing Committee committed to this and reminds all supervisors of this commitment.

18. PULP OPERATOR CERTIFICATION GUIDELINES

The Corporate office has published some recommended pulp operator certification guidelines that they are developing. These have caused employees some concern in the kraft mill, and the union believes portions of these guidelines violates our labor agreement. The document is just in the development stage at this point, but we need to get the Mill's feedback to Corporate before they are issued as policy.

The Joint Committee or representatives from the committee will discuss this with the Pulping Business Unit Manager and the kraft mill department management, and relay the feedback from those discussions to Corporate.

19. CONVERTING MEETINGS POLICY

The Joint Committee requests that union officials not be required to submit the meeting notice forms for meetings they attend in their capacity as a union officer. The Company often requires their assistance on relatively short notice and need those individuals to be available.

20. S & A BENEFITS AND BLUE SLIP CHANGES

S & A benefits will be based on the blue slip rate. If there is a general wage increase while an employee is off on S & A, their S & A benefits will reflect their blue slip change.

The Company will go back to 4-1-92 and look at all the employees who were on S & A as of that date. If their blue slip rate change would have increased their S & A benefit, they will receive the difference.

21. QUALITY EXPECTATIONS AND STANDARDS, CONVERTING

A shop steward recently noted at a union meeting that there seem to be a number of disciplinary actions taken on quality issues in Converting. The union reiterated that they expect and support job performance issues to be addressed in the appropriate manner.

The Union Committee wanted to make sure that standards and expectations around quality are uniform from one shift to another, so employees know what is expected of them. The union committee asks that supervisors sign the quality inspection form if they are asked about quality coming off a machine by the operator and they say it is acceptable.

The union committee also asks that the department make sure the operators are properly trained and understand the quality specifications. If there is a problem, the supervisor should let the person know before it gets to the discipline stage. The department also needs to be sure to keep the written quality standards updated and consistent.

21. GRIEVANCES, SECOND STEP

92-22

An employee was assigned from one area of converting to another in this situation. The Joint Committee agrees that it is the Company's right to assign people to jobs. The union committee is concerned about the safety aspects represented by this situation - the person was not qualified in that particular area. The union committee wants to make sure there are not shortcuts on the training and qualification of employees, so that they can operate the equipment in a safe manner.

The Union Committee dropped this grievance at the second step, and request that the Company look at the safety concerns.

92-23

The Union Committee would like this grievance to be settled in the same way as one in the Storeroom was settled a number of years ago in a similar situation.

The Company Committee proposed that employees whose cumulative time as Equipment Operator was 6 months would get the 6 month pay rate retroactive to 4-1-91, the effective date of the new contract (which is when things seem to have changed). Those who had one or more years cumulative experience as of 6-1-92 would received the equipment operator rate from 6-1-92 forward, which is when the department

management eliminated the tiered rate structure.

The Union Committee agreed to this settlement.

92-25

A job was reviewed with the paint crew to decide if it should be contracted out or not. The crew told their supervisor that they did not have the time for it as it was a large job, and it should be contracted out. However, the supervisor forgot to notify the mechanics committee before the job was contracted out.

The Company Committee agrees that a mistake was made in not reviewing this with the maintenance committee. However, the job was reviewed quite well with the affected crew, which is the intent of the notification process. The integrity of the process was protected, and the Company is not willing to pay the settlement requested.

The Union Committee stated that the notification process is extremely important to the union, and they believe some supervisors tend to just view it as a formality. The Union has told the company several times that this type of situation does happen and it needs to stop! As of this date, the Company is on notice that there are not excuses - the proper notification process must be followed.

The Company Committee agreed that the notification process is important and is not just a formality. The Company understands that reviewing jobs with the crew is an important piece of the process, but does not fulfill all elements of proper notification.

92-26

Dropped.

92-27

The Union Committee thought this grievance was resolved before it was even filed. The union president had talked to the department head when the problem was first noticed and could have been fixed without a penalty. The department head did not change the schedule as he did not believe it was a contract violation.

A meeting was scheduled for an hour before the regular starting time of the Monday day shift. The affected crew was on their days off when the schedule was posted, so did not see the scheduled meeting and the change in their starting time until Sunday, their first day of days. They grieved for call times, as they did not get 36 hours notice of the change in start time. The department believed they had notice as the schedule was posted by Friday.

Department schedulers know that the compressed work week

makes scheduling Monday meetings difficult because of this exact scenario, so they tend to hold people over or schedule their meetings on Tuesdays so crews can get more than 36 hours notification. The union committee has no doubt that this situation is a violation of the agreement and call times are payable to the crew.

There was some discussion as to when does notification occur - when the schedule is up and available to see it, or when people physically get a chance to see the schedule. The Committee agreed that notification is when people physically get a chance to see the schedule. There is not an obligation for employees to call in when they are on their days off to see if the schedule is changed or their start time changed. (A change in shift does not fit into this discussion, as long as it does not change start time.)

The Company agreed to pay this settlement.

92-28

A relief supervisor apparently told the team leader of the crew that they had better get the machines up and started (at 7:00) if they did not want to get only 11 1/2 hours of pay. The crew then started up the equipment. The union committee held that because the crew was told by a supervisor to go ahead and start, they were therefore being directed to change their start time and penalties are payable.

The Company Committee will respond to this later, as they wanted to verify this. If a supervisor did tell the crew they would lose 1/2 hour pay, the Company will pay the desired settlement.

92-29

Dropped

92-30

An adjuster told an employee to start the equipment up before the starting time. The employee then asked the relief supervisor if that is what they wanted to do and the supervisor said yes. The Company committee wants to research this grievance more. The crew wasn't directed to go to work, and an adjuster commenting that they should start work is not directing them to work.

92-31

Dropped.

There is some confusion as to what constitutes a full week. Three 12 hour shifts in the compressed work week schedule is considered a full week. If a person only works 2 days, the joint committee expects them to be released to the clockroom for possible assignment elsewhere.

If someone is scheduled as "extra", it means they work the schedule of the department they are assigned to. The Committee does not want to penalize departments for carrying extra people. attend required informational meetings.

If Converting is using their napkin people as extra's in other Converting areas, it may be depriving a senior person who has been released to the Clockroom for assignment. Napkin people are not to be used as a Labor Pool for Converting.

Converting has been calling the Clockroom to get extra people - if no one is available, they are moving people from napkins.

The Union Committee is encouraging the Converting Department to continue to look at a Converting Labor Pool - available to work in all the Converting Ladders. They also stressed that overtime is a penalty not a benefit. Departments are obligated to try to schedule to minimize overtime, and not let employees disagree with something because it takes away their overtime.

Kay Crist
Janie Baker
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92-32

Oiler Helper Selection -

Union Committee has always been concerned regarding interviewing and it becoming a "popularity contest".

1. Feedback to bidder - Union committee believes it's because he failed to show desire to be an oiler. Disagrees - went through process which showed interest.
2. Used regular employees as well as supervisors on interview board.
 - Believe a difference in skills required for Oilers vs. Mechanics, yet are using it for both packages - don't agree with.

Feedback Session: Did not clearly communicate to employee why he was disqualified. Company thought they had. In the future, the Company will share all the results with the employees if he or she is interested.

REMINDER: Hourly employees on interview panels are not acting for the Union or as representatives of the Union.

Company strongly values input of hourly employees participating on selection panels, would like this to continue. And the Company will look at a change in the A-5 language (which specifically references supervision

interviewing). Will pursue with higher level in Union.

92-24

Bidder didn't attend required informational meetings.

Company Committee - Letters to employee referenced
Maintenance Helper, not specifically Oiler Helper.

Larry A Reardon
Union Standing Committee

Joseph A. Herty
Company Standing Committee

File:SC/Aug

cc: Union Shop Stewards
Department Heads
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