

## STANDING COMMITTEE MINUTES

OCTOBER 20, 1993

In attendance were Claude Weaver, John Melink, Mark Bechtold, Kris Keeler, Larry Reandeau, Tim Winn, George Kiepke, Al Grantham, Doug Campbell, Randy McEwen, Gene Dixon, Joe Hertig, and Shelley Prouty.

### ITEMS DISCUSSED:

1. Freeze in Technical department
2. Stock prep jobs, rates of pay
3. Box Facial staffing
4. Freeze in Box Facial
5. Management Standing Committee changes
6. Drug Free Workplace Act
7. Mill seniority list
8. COBRA and COBRA rate calculation information
9. Converting overtime guidelines
10. Compressed work pay, less than 12 hours
11. Overtime and absentee rate calculation
12. Payroll
13. 93-43, in the mill 16 hours, paid for 15 1/2 hours
14. 93-33, Converting shift mechanics - overtime opportunities
15. 93-35, Assignment of overtime, Shipping vs. Unitizing
16. 93-36 & 37, Assignment of overtime, extra work list vs. department
17. 93-38, Contractor notification to Mechanics Committee
18. 93-39, Contractor notification to Mechanics Committee
19. Trading hours - Converting

### 1. FREEZE IN TECHNICAL DEPARTMENT

The progression ladder branches to the Process Technician and Quality Technician positions, both of which the Paper Tester is expected to be able to move up and fill as needed.

Department management wants to freeze an individual in the Paper Test position from moving up into these two higher positions.

The Union Standing Committee's position is that they as a committee cannot approve of a freeze unless it is for documented medical reasons. The Company can unilaterally freeze an employee because they are not qualified to do the job, and the employee has the right to challenge that.

The department's management will be meeting with the employee soon, and the Union Committee requested that the shop steward be a member of the Standing Committee.

## **2. STOCK PREP JOBS - RATE OF PAY**

The person from the bottom rung in the pulp slab area (Utility) is being sent over to do some of the tasks of the 3 & 4 pulper operator's job (which was eliminated) when the area gets behind. This same situation, involving a different position in the ladder, was reviewed by the Standing Committee in the discussion of grievance 93-34, at which time it was agreed that the appropriate job duties from the former 3 & 4 pulper operator job would be added to the job descriptions and would be submitted to job analysis.

The Union Committee's issue is that when the Utility is directed to do some of these tasks, he should be paid the Stock Prep, 3 & 4 rate of pay, because those tasks have now been assigned to that position.

The Management Committee disagreed with that view - the redistribution of the former 3 & 4 pulper operator tasks is still in a state of evolution. There are some tasks that should be done by BOTH the Stock Prep Operator and the Utility - those tasks are not the sole jurisdiction of either job.

It was believed by the Union Committee after the discussion on grievance 93-34 that the task had been divided among the other jobs and that it was a final decision - not still in a state of evolution.

The only final decision was that the job classification of 3 & 4 pulper operator would be eliminated - the department is still determining what distribution of tasks makes the most sense. Management stated that the Utility person was NOT doing the stock prep job, but was doing some of the same tasks that the stock prep operator also does. Once it is decided how the tasks from the eliminated position will be assigned, they will be added to the appropriate job descriptions and those jobs submitted for job analysis, which is the proper forum.

There was no agreement reached on the issue.

## **3. BOX FACIAL STAFFING**

Norm Dittrich shared the good news that Wauna DID get the box facial business with Price Club. The sales volume of the Chelsea product has been increasing dramatically (almost four times what it had been during the trial). The process for making the product is labor intensive and will continue to be so until we get the automatic cartoners that we have ordered - which will be in about 7 months. For that 7 month

time period, management estimates that 12 people per crew will be needed - 5 more than is currently on a crew, which means we are 20 people short to cover this temporary need.

Norm also shared their concern with a problem they encounter when using the labor pool - they cannot count on getting the same people week to week, which means they are continually training.

Some options that Converting thought of were reviewed with the Committee:

- 1) Use the current posting that was used to fill the permanent openings in Box Facial to fill the temporary jobs (approximately for 7 months). Give the people who take the temporary jobs grandfather rights to Box Facial AND protect their seniority in their "former" progression ladder.
- 2) Post a new bid for temporary jobs, with the same provisions regarding grandfather rights as in option 1.
- 3) Continue using the Labor Pool. The issues still remain of stability, the issue of training and retraining, and the availability of Labor Pool employees.
- 4) Some combination of the other three options.

The Union Standing Committee suggested that option number 1 be what is pursued, with the 7 month period being treated similarly to the current 60 day probation period for a transfer, where all seniority rights to the old job are protected. Persons electing to take the temporary jobs would be paid the rate of the job they were doing - not their blue slip rate; again, just like during the 60 day probation period for a regular transfer.

Members of the Management Committee stated that another option that needs to be looked at is to hire from out of the mill for the temporary period - an option must be chosen based on cost effectiveness and the impact to the rest of the mill.

The Union Committee agreed that management could fill the temporary positions either from the inside or from outside the mill. They expressed concern that if the temporary people were placed directly into Box Facial, they would be subject to being bumped when senior people were laid off, which does not help the re-training and stability concerns. The Committee suggested that the Box Facial temporary jobs be filled from inside the mill, and then fill the labor pool from the outside for that temporary period.

Management will be analyzing all of the options to determine which will be the most effective - from a cost and operations standpoint.

#### **4. FREEZE IN BOX FACIAL**

The Union Committee wanted to clear up some confusion that exists in the box facial area. When an employee freezes, people who move around the frozen employee on a permanent basis, are always ahead of the frozen employee in the ladder. Comparing blue slip dates is not the way to determine that. If employees have questions, they should contact a Standing Committee representative.

The Committee requested a list of those people who moved (permanently) around the frozen employee.

#### **5. MANAGEMENT STANDING COMMITTEE CHANGES**

Tim Winn, Doug Campbell, and Gary Tucker will be joining the Committee. Al Grantham and John Melink will be stepping down.

#### **6. DRUG FREE WORKPLACE ACT**

The Management Committee notified the Union that the mill will be re communicating its commitment to a drug free workplace. Letters will be sent out soon to employees.

#### **7. MILL SENIORITY LIST**

George Kiepkke and Shelley Prouty will be meeting on November 2 to try to complete their work on the mill seniority list.

#### **8. COBRA AND COBRA RATE CALCULATION INFORMATION**

Joe Hertig reviewed with the Committees the information he had gotten from Richmond and Aetna on how COBRA rates are calculated. Local 1097 will have the International office review the information and give the Local guidance.

Joe also gave the Union Standing Committee Wauna's actual hourly employees' claim costs, as requested. The Corporation's interpretation of the COBRA law regarding when COBRA starts was shared. A person can purchase health insurance through COBRA for 18 months after a "qualifying event" (termination of employment, lay off, etc.). COBRA is activated at the date of the qualifying event, even if the labor agreement and/or corporate policy provides health insurance benefits for a period after the actual qualifying event. For example, if someone is on occupational illness or injury pay as of 10/1, the 18 month COBRA "clock" starts on 10/1, NOT after the 24 months that is provided in the labor agreement. In essence, COBRA was used up and the Company paid the premiums instead of the employee having to pay them.

The Union Committee does not agree with that interpretation of the law and will be pursuing the issue.

#### 9. PULP DRYER GRANDFATHER RIGHTS

Kraft Mill management agrees to grant grandfather rights to the Kraft Mill for those employees who were actually in the utility classification when the two ladders were joined for a short time. This does not apply to the entire Pulp Dryer ladder - only the bottom rung where it was joined with the Kraft Mill ladder. The Union Committee will work with the Kraft Mill to determine who is eligible for those grandfather rights.

#### 10. CONVERTING OVERTIME GUIDELINES

Converting management proposed the following guidelines for assigning overtime:

1. The available mate, beginning with 2nd or 3rd day off.
2. Anyone in the classification.
3. Anyone qualified.
4. The person originally scheduled for that shift has to work it.

These guidelines were reviewed at a supervisors and shop stewards meeting. The Joint Committee sees no problems with these guidelines.

#### 11. COMPRESSED WORK PAY, LESS THAN 12 HOURS

The Management Committee reviewed a situation that occurred during the mill down where people only worked 11 1/2 hours because of the timing of the power outage. There is a concern that the previous discussions the Joint Committee has had about pay for working less than 12 hours will be applied to situations like this.

The Union Committee stated that the previous discussions were in the context of call-ins, and the intention of the discussions was not to penalize either the company nor the employee. In the scenario described above, the compressed rate is the appropriate rate of pay.

#### 12. OVERTIME AND ABSENTEE RATE CALCULATION

It was asked of the Committee if overtime hours are included in the absentee rate calculation. The formula is hours missed divided by hours scheduled. A Standing Committee member's experience is that the scheduled overtime hours are included in the calculation.

The discussion moved into some of the provisions of the Family Medical Leave Act (FMLA). (The FMLA went into effect

August 1993 for employees not covered by a bargaining unit. For employees covered by a labor agreement, the Act goes into effect the earlier of the expiration of the contract OR February 1994.) The Union Committee stated that they believe the Act prohibits the counting of hours missed because of an employee's own illness, which is a change to the current mill policy. The Management Committee said they needed to review this with legal counsel to ensure the provisions of the Act are implemented appropriately.

### 13. PAYROLL

The Union Committee requested that a member of the Payroll department be a part of the regular Standing Committee. This would help ensure that issues discussed and decisions made at the Standing Committee that affect pay would be communicated to Payroll in the most timely manner.

There have been a couple of situations lately where the Union Committee believes Payroll has modified past practices. The first was regarding meal tickets. When maintenance employees work 10 consecutive hours, some have been in the habit of picking them up at 5:00, others at 5:30. Some meal tickets have been revoked for people who got them at 5:00 because they were not eligible until 5:30 according to Payroll, because the unpaid lunch break does not count as part of the 10 consecutive hours. The Union Committee's position is that the 10 consecutive hours refers to hours in the mill, not hours paid.

The Management Committee stated that the contract language says that a person required to work 10 consecutive hours is eligible for a meal ticket (except compressed). If an employees takes a lunch break they do not meet the "required to work" piece of language. However, more research needs to be done on the intent of the language before a decision is made on this issue. Management also stated that the Payroll department does an excellent job of monitoring peoples pay and eligibility for various things, which more often than not works to the employee's advantage in ensuring they receive the payments they are entitled to. It is appropriate for Payroll to challenge inconsistencies or errors that they see in pay.

### 14. GRIEVANCE 93-43, IN MILL 16 HOURS, PAID 15 1/2

The Union Committee reviewed a situation where a maintenance crew was in the mill for 16 hours, but at Payroll's instructions the supervisor paid them for 15 1/2 hours because of the unpaid lunch period. The Union stated that the 16 hour rule does include any lunch or break periods - it is time in the mill. That is how it has always been applied and paid - 16 hours.

There was a lot of discussion by the Joint Committees about the fact that day workers have an unpaid lunch break, unless they are scheduled in advance for 12 hour shifts (see supplemental agreements), and this crew had already had their lunch break before the job started. There was also discussion about the differences between time in the mill and pay. Once the Union clarified that the primary issue is that they see a violation of past practice, in that 16 hours in the mill has always been paid at 16 hours, the Management Committee more clearly understood the Union's issue. Management will take into account this different perspective and respond at the next meeting.

**15. GRIEVANCE 93-33, CONVERTING SHIFT MECHANICS OVERTIME OPPORTUNITIES**

The Union Committee stated that Converting shift mechanics are not getting opportunities to fill their own overtime, and are not on the call list to even be called in when there is a need in Converting.

The Management Committee reminded the Union that they do not recognize shift mechanics or electricians as a separate job classification; the overtime is filled in Converting in the same way it is done in the other areas of the mill. Additionally, the first step answer agreed that it is appropriate that the shift mechanics be on the call in list to be called in when needed. The reason that shift mechanics typically don't get called in is because the needs are filled by calling in the day crews.

The Union Committee asked to put this grievance on hold pending mediation of the job classification issue, and accepts putting the shift mechanics on the call-in list.

**16. GRIEVANCE 93-35, ASSIGNMENT OF OVERTIME, SHIPPING VS. UNITIZING**

The Union believes that barge loaders were assigned to work that belongs to the unitizing progression ladder. In the past, whenever overtime is involved in re-packing, unitizing has been assigned that overtime.

Management does not view repack as the exclusive work of the unitizing crew, but views it as also a part of the responsibilities of the barge crew. The work at present is being assigned to both lines of progression. It is an issue of accountability - the barge loaders can also damage cases so they need to complete their responsibilities by also cleaning up and repacking the damage they have caused. Department management posted the change in responsibility and that it was both ladders' responsibilities. Those repack tasks are a part of both groups' job classifications in management's view.

The Union stated that the people in the Unitizing ladder now see the shippers being rewarded for damaging product because now they get overtime. They also view management's approach now as a change from how things have been done in that department.

Management has a fundamental disagreement with the Union - that work does not "belong" to just one ladder, but rather is being assigned to both ladders.

No agreement was reached.

**17. GRIEVANCE 93-36 & 37, ASSIGNMENT OF OVERTIME - EXTRA WORK VS. DEPARTMENT EMPLOYEES**

The Union Committee wanted to follow up on the first step answer, which indicated that the affected employees would be made whole. Management reported that the five people who were available for the work in question, were made whole. The grievance arose because people from the extra work list were assigned to the repack area (shipping & unitizing), and it was an overtime situation. Because it was an overtime situation, the work should have gone to the shipping and unitizing progression ladders.

The Union Committee disagreed that the five employees made whole were the correct ones, because the group was both unitizing and shipping people. They believe the work belongs to the unitizing ladder only. Management restated their views that had been previously shared in the discussion of grievance 93-35 - the department would have assigned the overtime to people from both the shipping and unitizing progression ladders.

No agreement was reached.

**18. GRIEVANCE 93-38, CONTRACTOR NOTIFICATION**

A supervisor brought in an outside person, and the crew was told it was to show them a new piece of equipment and to do some training with them. The person ran some tests on #4 paper machine and did some analysis work that our analysts have the equipment and capabilities to do. The Mechanics Committee was not notified at all.

The Management Committee reviewed some of the work done by the Wauna Council sub-committee on contracting out and notification. The spirit was to keep the union informed of who would be in the mill. The sub-committee said the grievance process would be a way to monitor how well the changes in the notification process are working - a vehicle to get feedback, rather than seeking penalty payments and such.

The Union Committee stated that they did agree to monitor the notification process, but did not and could not agree to



limit grievants' rights to request make-whole remedies. Management stated that no one was displaced or lost hours of work, so there is no basis for asking for a monetary settlement.

The Union did not agree. Just because people worked 8 hour shifts does not mean they didn't lose, because they might have gotten overtime if the outside person had not done the work. If monetary settlements are not requested, the Union does not feel like they get Management's attention. The Management Committee does not believe that philosophy fits with the joint discussions that we had at the Wauna Council. Plus, this issue needs to be put into perspective. When you look at the tremendous number of notifications that are made in a year, there are very, very few that are not made correctly. In the instance behind this grievance, the supervisor believed he did not have the level of expertise he needed on his crew, it was a critical problem on the paper machine, and bringing VCI in was an opportunity for some of the crew members to get some training and increase their expertise. The crew was notified by the supervisor that VCI was coming in, and at least one employee spent the whole day with the consultant, and other analysts spent time with him as they were able to.

The supervisor reviewed the decision to bring the consultant in with the maintenance superintendents, who, after much discussion, believed that notification to the union was not required. In hindsight, they believe they should have notified.

The Union Committee expressed dissatisfaction with that. The issue keeps coming up, and it seems like the answers are always to the effect that "in retrospect, notification should have been made, but no one was displaced so it is okay."

Management stated that there will always be situations where judgment calls will have to be made as to what requires notification and what does not. Management's intent is to notify properly, but we all need to recognize that there will be some mistakes made.

The Union Committee stated that their desire was not to make money. They would agree to give the settlement to charity. Their desire is to send a message that the Mechanic's Committee must be notified.

The Management Committee agreed to donate one hour of pay to D.A.R.E. on a non-precedent setting basis. The Committees need to recognize that we do have a good track record and need to jointly resolve issues and work on problems in the process. Continually arguing this issue consumes a lot of time and is not value added.

**19. GRIEVANCE 93-39, CONTRACTOR NOTIFICATION**

The Union Committee requested that this grievance be put on hold, as more research needed to be done. Management agreed.

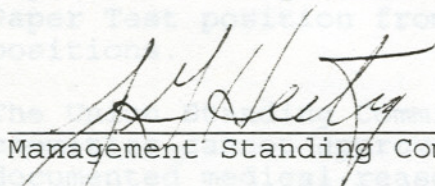
**20. TRADING HOURS - CONVERTING**

The Union Committee reviewed the practice in Converting for employees to trade hours with their relief. For example, an employee asks his relief to come in a couple of hours early, and he will relieve the other person early for the next shift, with no penalties to the company. Now Converting management has made a policy that this cannot be done - why?

The department superintendent was not aware that this was occurring, and happened to find out about it recently. He then asked the various shift supervisors if they allowed this trading of hours, and all but one told him they did not. The superintendent then asked other department superintendents (from the Consumer Products departments) if they allowed the trading of hours and they all said no. Based on this research, the department superintendent believed that the practice was an "under the table" type of thing and was not appropriate.

The Union Committee stated that trading of hours does happen in other areas, both in Converting and other departments of the mill. They wanted to know why the superintendent believed it was a problem, especially if it is pre-approved by the shift supervisor? The Standing Committee Chairperson will meet with the department superintendent to review the issue and develop a policy that meets employees' need and the business needs of the department.

The Joint Standing Committees will meet again on Friday, October 29, 1:00 to finish the rest of the grievances that need to be reviewed at second step.

  
Management Standing Committee

  
Union Standing Committee

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