

**Standing Committee Meeting Minutes
November 15, 1995**

In Attendance: Gene Dixon, Claude Weaver, Billy Taylor, Bob Sullivan, Kris Keeler, Jim Lepin, Bob Fehlen, Scott Solberg, Terri Opsahl, and Keith Larson.

Agenda:

Items Discussed -

1. Meal Ticket Policy
2. Scheduling Guidelines for #1 & #2 PM
3. Disability Authorization - Memo of Agreement
4. Relief Supervisor Set-up
5. Call-in Guidelines
6. Quality Tester - Temporary Replacement
7. Grievances 95-20, 23, 24, 25, 26, 27, 28, 29, 30, 31, & 32.

Discuss at next meeting -

8. Scheduling Committee on 10/21
9. Insurance Committee on 10/20
10. Contract Proofing
11. Maintenance Down Schedule

1. Meal Ticket Policy:

USC - Every year about this time the Company goes through a survey to see if they should raise the value of the meal tickets. We are proposing that we do away with all of the survey and add an additional 50 cents to the value of the meal tickets instead. This is a time consuming process. You guys came to the negotiating committee (Company agenda item) and asked to dispose with meal tickets entirely and pay cash. Now we understand that there are problems with doing that. We're proposing that you just add 50 cents to the meal ticket value and we'll work on resolving the problem with paying cash. We'll use our influence to get it changed. We won't hold you to the increase if we are unsuccessful in resolving this problem. Last year we didn't increase the value because it only increased by 15 cents. We're pretty sure it'll increase more this year. We believe that we were owed 25 cents last year. We're proposing that you not go through the survey process and we'll work with our membership in rectifying this.

CSC - Company proposes that we add 25 cents to the meal ticket value; we'll need to go back and look at the data to increase the cost to 50 cents.

USC - We're confident that if you do the survey you'll find it'll increase 25 cents, now if the membership knows that it's going to increase 25 cents we can't convince our membership to do away with the cash option without some kind of leverage (i.e., an additional 25 cents). If we do not receive the additional cash amount, we will probably

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ask that the survey be done and that the cash proposal be put into place as it was negotiated.

Result: Will discuss further at the next Standing Committee Meeting.

2. Scheduling Guidelines for #1 & #2 Paper Machines:

USC - An official survey was done and passed by approximately 90%. We don't have a problem with this but we need to bless this vote. We don't have that exact data at this time. We don't have a problem with this, just need to bless the vote.

Result: Will follow-up with a quorum vote or discuss at the next meeting.

3. Disability Authorization - Memorandum of Agreement:

(See attached Memorandum)

In regards to a letter from the Astoria Family Clinic from the Nurse Practitioners concern regarding being allowed to disable our workers under the current contract language.

USC - Why is the disability limited to fourteen consecutive days?

CSC - I believe the fourteen days is consistent with Oregon Law. Propose that we put this in place for a trial basis for one year (1) and review at that time. Leave it fourteen (14) days.

USC - Suggest the memorandum specify fourteen working days, not consecutive days. Fourteen consecutive days may not cover two full tours.

CSC - Agree to change the language to reflect fourteen (14) consecutive scheduled work days. Intent is to be a consecutive series of work days.

Result: Change the verbiage on the Memorandum of Agreement and put in place for one (1) year on a trial basis. Review in one year.

4. Relief Supervisor Set-up:

CSC - Agreed last month that I would go back and attempt to draft some language regarding having the capability to set-up an hourly employee for a supervisor under unique circumstances when they occur and still allow the employee to go back on his/her crew before the end of the week, or for a single day. We have drafted some language and would now like to discuss any upgrades to it.

USC - Our concern is what constitutes a "unique circumstance".

CSC - We have needs from time to time and need to have the ability to handle it.

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The needs happen more often than what you're probably aware of. Things happen that causes us to deplete our crews.

USC - Do we need to identify some of the issues and examples of when these things occur and review. I understand crew shortages, and vacations, but when you move up someone the expectation is you need that person for a full week. Otherwise they should be scheduled day to day.

CSC - I thought the issue was in protecting the overtime. I thought I did that by adding the last sentence. We're trying to put some language together to protect both interests.

USC - We're seeing people being moved up to cover for salaried job elimination jobs that creates a depletion on the crew. This is being done routinely in certain areas about 90% of the time.

USC - Can't see why you have the maintenance planner position mentioned.

CSC - I agree; we can take out the Maintenance Planner and leave the Relief Supervisor reference only. No change in an employee not being allowed to be called in on his days off if he is moved up more than three (3) days even he is moved back to his tools prior to his days off. This agreement will not change.

USC - I'm going to add a sidebar comment that I feel that this creative scheduling to minimize overtime doesn't make sense to me and its unfavorable and extremely disruptive. I know you have a right to do this but its not looked upon favorable by the Maintenance Committee.

USC - We propose that if a person is set up for three (3) days in a week, randomly or otherwise, they are not available for overtime or bargaining unit work on their days off, unless you exhaust everyone else in maintenance.

CSC - My question, can I schedule them five (5) days but only work them four (4) and put them back on their tools the fifth day?

USC - Yes. If the person is set up any three days (3) they aren't available for any bargaining unit work available.

CSC - We can live with that.

Result: CSC will draft another proposal and get back with the USC for approval.

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5. Proposed Call-in Guidelines for Converting Department:

(See attachment)

CSC - During our meeting we had a proposal to make some changes (calling in the first and fourth mate) and it was approved by a quorum of Standing Committee members and draft some guidelines.

First change was to allow the first and fourth mate to be called in first and then 2nd and 3rd mate. Second change was if we couldn't get anyone in we would move up on shift until you filled the position. This provides consistency and eliminates a lot of problems.

USC - We'll take a look at this language during lunch and discuss when we return.

<LUNCH>

Result: Proposed Call-in guidelines are okay with us. Propose that we do it on a six (6) month trial basis.

6. Quality Tester - Temporary Replacement:

Issue - (CSC) We have an employee who will be going out for shoulder surgery and be out approximately six months. We're currently training an employee who has some work restrictions and falls under the ADA and is assigned out of the Labor Pool. We also have an employee out on S&A and believes she will be released by her doctor and would be interested in doing that job. She is trained in this area. Our question is does she have any seniority to that job? She is grandfathered in that department for any permanent openings. What about a temporary job? The doctor has been asked to release her for that specific job.

USC - It would depend on whether she has a full release or not. This job is not an ERTW job, it is a Labor Pool job. She would have to be released for all Labor Pool jobs. Then we need to look at the specific job and do we accommodate an ADA person with minimum job opportunities or the more senior employee.

CSC - First we need to rescind the release for the tester job and make sure she is released for all jobs she could be assigned out of the Labor Pool. She is either ERTW or she's available to be assigned any Labor Pool job. We need to submit the job description of the Labor Pool jobs to the physician.

USC - At the point that the doctor releases her for the Labor Pool jobs, then as the most senior trained employee she has full rights to that position, unless there is no job that the ADA employee could be assigned to. We would still be bound to making reasonable accommodation to our ADA employee.

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Resolution: USC will talk to the employee about this issue and the Human Resources Department will follow up with the correct information to the physician.

7. Grievances:

95-20: USC - We are withdrawing this grievance.

Resolution: Grievance is withdrawn.

95-23: USC - Don't feel that this constitutes the four consecutive nights and are hereby withdrawing the grievance.

Resolution: Grievance is withdrawn.

95-24: USC - We do not understand why a highly skilled mechanic was running a fork truck and feel it could have been better scheduled and his skills better utilized, however, as a general rule it is hard for us to justify that the mechanic isn't capable of running a fork lift. We believe this mechanic could have been better utilized. We are hereby withdrawing the grievance.

Resolution: Grievance withdrawn.

95-25: CSC - During a down five crew members went home at 3:30 p.m. System was torn apart and waiting for parts to arrive. Plan was to call guys back in when parts arrived at ~5:00 - 7:00 p.m. Three of the crew were called back in along with one additional person from another area (same job classification). All four stayed and worked until the job was completed at ~12:00 a.m. Two others were held off in reserve to come in to complete the job, since the other three would run out of time at approx. 2:30 a.m. Job was completed within the time frame. One of the two felt slighted and felt he should have been called in along with his crew mates and is filing the grievance. Our attempt was to retain people from the home crew to provide their expertise and a continuity on the crew during the down.

USC - Did he tell all five to expect to be called back in or did he tell the three he was going to call them back in? Or was it implied? Sounds like he was expecting to be called back in and probably went home to go to bed and be prepared to come back in. Almost sounds like a "standby status"! This is an issue with us. Sounds like either this guy is due a call-time or they all should get stand-by pay! These discussions like "we intend to call you back in, etc." doesn't show much regard for the employees, its whipping people around.

CSC - However, you do want the foreman to talk and have full participation of the crew.

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USC - We agree with that. I'm interested in knowing what the expectations were on the part of the grievant and the other employee who didn't file a grievance. If they were left with the understanding that they were to be called in - then we feel they have a valid grievance. We also have an agreed upon policy to call in people from the area.

Resolution: Because of a possible communication problem, the Company will pay a call time to resolve this grievance. Who put it back? An operator (per the supervisor). The USC will follow up with the employees and we will discuss this at the next Standing Committee Meeting.

95-26: USC - We intend to withdraw this grievance with a statement. We don't feel this grievance has merit, however, we feel that when you schedule maintenance people that you should try to keep them on their same crew. No contract violation but we encourage you to take this under consideration.

Resolution: Grievance withdrawn. or again and discuss at the next meeting.

95-28: We need to schedule a meeting with the players that were involved.

Resolution: Discuss at the next meeting. check with Beth Colby in the Payroll Department regarding withholding laws.

95-29: CSC response - We don't feel there is a violation of the contract, however, I don't think this is the kind of practice we should continue. We understand we have an obligation that whenever possible we try to accommodate people with a consecutive schedule, but the schedule was posted and can change the schedule within the appropriate time frame. I believe the schedule determines their days off.

Next Meeting: Wednesday, December 20, 1995.

USC - You opted to schedule them in to work Monday on non-compressed and paid them 20 hrs. at non-compressed. You can't schedule them for a non-compressed schedule for part of the week and a compressed schedule for the remainder of the week. You don't have a right to schedule this way.

CSC - They were scheduled to work 12 hours but the work didn't last that long.

USC - I believe they didn't come in until 9:00 p.m. That isn't compressed. Have to have people follow the compressed schedule where Monday establishes your days off or you're non-compressed and the schedule establishes your days off.

CSC - After further data collection we agree to settle this grievance.

Resolution: CSC - Agree to settle this grievance. We will follow up on getting this grievance resolved.

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95-30 & 31: USC - Supervisor should have answered this at the first step. Why didn't he answer, we understand he would have paid it?

CSC - Maintenance put it back. (Information shared: 9/21 Maint. installed; that night an operator took it out on his own. Who put it back? An operator (per the supervisor). The platform was built by outside contractors. It didn't make sense to have a mechanic in to drive a forklift.)

USC - We need more information regarding this grievance. We will have to check it out. Where are we now?

CSC - Ergonomics team is looking for a solution - the platform wasn't right.

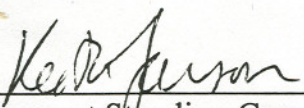
USC - We will talk to the supervisor again and discuss at the next meeting.

Resolution: Follow up with supervisor and get more data. Discuss at the next meeting.

95-32: This grievance is on hold until we check with Beth Colby in the Payroll Department regarding withholding laws.

Resolution: Grievance on hold.

Next Meeting: Wednesday, December 20, 1995.



Management Standing Committee Rep.



Union Standing Committee Rep.

JRCORP:Wauna
to

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MEMORANDUM OF AGREEMENT

PROPOSED CALL-IN GUIDELINES FOR CONVERTING DEPARTMENT
(not to be confused with scheduled overtime guidelines)

Steps for overtime call-in will be as follows:

1. First and fourth mate, then 2nd and 3rd mate.
2. Anyone in classification (by seniority) in which overtime occurs.
3. If unsuccessful in step 2, then move up senior from next classification and fill overtime from that classification by seniority. Continue this until you run out of classifications.
4. Anyone qualified.

Plan is to post in department on Monday, November 27, 1995 to be effective on Monday, December 4, 1995.



Keith Pearson



Gene Dixon

November 15, 1995


MEMORANDUM OF AGREEMENT
Authorization of Disability

The current labor agreement requires an employee to be "under the care of a physician" before weekly benefits can be authorized.


In an effort to facilitate prompt medical treatment of our employees the Company and Union hereby agree to allow Adult Nurse Practitioner's to disable employees for up to 14 consecutive days under the provisions of the negotiated Weekly Sickness and Accident "S&A" program. Disability beyond fourteen (14) consecutive scheduled work days may only be authorized by a physician.

This change will be continued on a trial basis until December 31, 1996. During the Standing Committee meeting in November, 1996, this change will be evaluated for the purpose of determining if this memorandum should be continued.

Dated this 15th day of November, 1995.



(For the Company)



(For the Union)

cc: Local 1097
All Stream Managers
HR Team