

STANDING COMMITTEE MINUTES

NOVEMBER 17, 1993

In attendance were Trisha Norvell, Kriss Keeler, Gary Tucker, Tim Winn, Larry Reandeau, Doug Campbell, Claude Weaver, Gene Dixon, Bob Sullivan, and Shelley Prouty.

ITEMS DISCUSSED:

1. Grievance 93-44, Notification of shift mechanic opening
2. Grievance 93-49, Felt time #5 Paper Machine
3. Grievance 93-50, Denial of bid
4. Grievance 93-51, Call time for calls at home
5. Grievance 93-52, Mechanics change in start time
6. Grievance 93-53, Hot meals
7. Meal tickets
8. First Interstate, Hourly 401(k)
9. Staffing, #5 Paper Machine
10. 16 hour rule pay question
11. Notification of intent to terminate an employee

1. GRIEVANCE 93-44, NOTIFICATION OF SHIFT MECHANIC OPENING

An employee has told the Union Committee that they were not given proper notification of a shift electrician opening. The process used was, according to the employee, different than what has been used to fill shift millwright openings. To fill those openings management went to each senior person and asked them if they were interested, and had them sign off that they had been notified. There were evidently several senior electricians who say they did not know about the opening until after it was filled.

The Union Committee requested that the two shift electricians jobs that were recently filled be posted properly so that all the eligible people have an opportunity to indicate their interest in the position, and then fill the openings with the appropriate people. This may mean that the people who have taken those openings may not be the senior people. The Union is grieving the procedure that was used, not the specific individuals. The process needs to ensure that all eligible people are notified of the opening and should also have a date by which people have to make a decision and indicate their interest.

This request will be given to the E & I superintendent.

The Union Committee then stated that they were satisfied the process used was appropriate and consistent. The grievance was withdrawn.

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2. GRIEVANCE 93-49, FELT TIME, #5 PAPER MACHINE

The Union Committee reviewed a case on #5 where one crew took a felt off on one shift, and then put it back on their next shift (that same crew). Therefore, they believe the crew is entitled to two felt times as the felt was changed over two time periods. Plus, the language referring to wire times dictates payment for re-stringing a wire, which is essentially what this crew did with the felt. The wire time language should be applied to the felt for #5 paper machine. The negotiated change only changed the fact that these premiums are paid for a felt change instead of a wire change - the other wire time qualifying reasons were not negotiated away for #5.

Management reviewed Section 19, paragraph K of the labor agreement, which states that "in no case shall this two (2) hour premium be paid for the same pickup felt change which an employee qualifies for any other premium under this section". This was the same felt, and the contract specifies that two felt times will not be paid for the same felt. Additionally, paragraph G states that paragraph G of this section does not apply to #5 paper machine. This therefore precludes trying to apply the wire time language for an additional premium.

No agreement was reached, although the Management Committee requested to hold the grievance timely so they could follow up more with the department management and review the negotiation notes.

3. GRIEVANCE 93-50, DENIAL OF BID

The Union Committee asked Management several questions in their effort to determine if the employee had been treated fairly and properly in being denied a bid.

1. Was the employee's evaluation consistent and the same as what is done for everyone else taking a bid in that department? Answer - yes.

2. Were the items the employee was deficient in brought to the employee's attention so they could be corrected? Answer - yes.

3. Did the employee understand what they were being told? The Management Committee said yes. There were three evaluations of the employee, and on the third one the decision to deny the bid was made. The evaluation time period was approximately three weeks, and the same process and time frame was applied to all the other bidders.

The Union Committee then stated that they were satisfied the process used was appropriate and consistent. The grievance was withdrawn.

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4. GRIEVANCE 93-51, CALL TIME FOR CALLS AT HOME

The Union Committee reviewed a situation where an employee was contacted at home by other hourly employees who had not first contacted their supervisor. The employee is requesting a call time for the calls he received at home, but the Union is withdrawing the grievance since the proper procedure of notifying the supervisor first was not followed.

The Management Committee had done some research with payroll on this issue of call times being paid for just calling an employee at home. Between January 1, 1993 and October 31, 1993, 17 such call times have been paid as per the guidelines in the August 2, 1989 letter published by Mike Wendling.

5. GRIEVANCE 93-52, MECHANICS CHANGE IN START TIME

Two maintenance employees worked for a part of their day, and then were sent home and told they would be called back in when the contractor they were waiting on had finished his work. They came back in and worked to a total of 16 hours within that 24 hour period. Since they had to stay out of the mill for 8 hours (as per the 16 hour rule language), they were not able to come in at their regular start time of 7:00 a.m., but came in at 8:00 a.m.

The discussion between the committees and then with the employees and their supervisor showed that the employees were not told by their supervisor not to come in at 8:00, as had originally been thought. The employees made that decision on their own based upon their knowledge of the 16 hour rule and its requirement that they be out of the mill 8 hours. No call time is payable, as this was a situation dictated by the labor agreement and not by management's direction. The grievance was withdrawn.

6. GRIEVANCE 93-53, HOT MEALS

The Union Committee reviewed the language that says a person has to work 10 consecutive hours (not more than 10, as it is in other contracts in the West) to get a meal ticket or hot meal. An employee requested a hot meal as he knew he would be working 10 hours. The supervisor evidently thought the employee was joking and therefore didn't do anything. The employee got a meal ticket and went home. To settle this grievance, the employee will return the meal ticket in exchange for a hot meal provided at the mill during the regular lunch period. He will be paid 1/2 hour at time and a half as compensation he would have received had the meal been ordered as he had requested.

Regardless of the task the employee is working on, management has an obligation to provide a hot meal after 10 hours - either get someone else to relieve the person so

they can eat, or have the meal ready when they are done with the job.

The Management Committee agreed to this settlement.

7. MEAL TICKETS

The Union Committee has received a request from the Berry Patch Restaurant to add them to our meal ticket list.

Employees have been asked to provide their feedback as to what establishments they want added and which they want deleted. The feedback comments have been given to the Union and will be processed at the December meeting.

8. FIRST INTERSTATE, HOURLY 401(K)

The Union has researched plans offered by various banks. The contract between James River and First Interstate requires a one year cancellation notice, therefore, the Union wants to stay with First Interstate until the next negotiations. In the meantime, they would like to have the other plan options that First Interstate offers, and they would like hourly employees who have transferred to salary be able to move their funds in the he 401(k) into these new plan options. If the flexible plan options cost more than the current plan contract, the employees who participate in the plan will pay the difference, so this request is cost neutral to the Company.

9. STAFFING, #5 PAPER MACHINE

The Union Committee expressed their concern regarding the staffing in the Tissue Machine department. The 4th Operator position was eliminated in the cutbacks, as was one supervisor position. However, the supervisor's position has been filled with machine tenders moved up, which is a very costly option. Additionally, this makes the crews short handed and people aren't available to cover, and the senior crew never gets any of the move ups.

The Union stated that if the department wants to continue moving up to fill the supervisors position, they need to add the 4th operator back so that there are enough people to staff the department.

The Management Committee said they would research the costs for moving up and covering that position and then share that information with the department management.

There is a grievance over this issue, which the Union is going to hold to see if the situation can be resolved. If it is not, the grievance will be processed.

10. 16 HOUR RULE PAY QUESTION

The Management person who had done the research on this issue was not at the meeting. He will respond at the December meeting.

11. NOTIFICATION OF INTENT TO TERMINATE

Management gave the Union Committee notification of their intent to terminate an employee who is no longer able to do any of the jobs available at the mill to which their seniority would entitle them (based upon the physician's permanent restrictions). The termination will be effective December 1, 1993.

12. DRUG AND ALCOHOL POLICY; SAFETY RULE CHANGES

Management gave the Union Committee copies of the drug and alcohol policy which is being re-communicated throughout the mill, along with the updated safety rules. There are no changes to the drug and alcohol policy - it is just a restatement of the policy. There are two changes to the safety rules which will be pointed out in department meetings. One, firearms will no longer be permitted anywhere on mill property, including the parking lot. Two, the escape respirator policy has been changed to require them to be on the person within the red zone only.

The Union Standing Committee challenged the change that will no longer allow firearms in the parking lot. They will be pursuing that issue with the Wauna Steering Group. The Union also will be challenging the policy that alcohol will not be allowed on the mill premises, which includes the parking lots.

Management pointed out that the alcohol issue is NOT a change in policy; that is how the policy has always been written. The intent is to now enforce the policy as written.

As the drug and alcohol policy is reviewed in the departments, all employees will be requested to sign off that they reviewed the policy, as required by Oregon OSHA.

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Management Committee

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Union Committee

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