

Standing Committee
January 20, 2010

USC: Ken Enneberg, Vince Leonard, Curt Ollilla, Paul Burgher, Brandon Kent, Mike Bouse

MSC: Chad Davis, Tom Day, Frank Walsh, Ron Kramer, Shawn Wood, Mike Tompkins

Mike Tompkins gave the group an update for the mill. The meeting between the Union and Management Leadership Teams last week is a great first step. The Focus for the Mill for 2010 will be very similar to 2009, which is Safety, Environmental, Reliability and the TAD & Towel System.

In Safety, the hope is that with the recent HIRA training, employees will think about safety all the time and we will see improvement in our results. The 2009 injuries involved employees not being fully aware of or questioning the risk of the work they were engaged in. Conversations about risk need to be engaged in constantly.

In reliability, the focus will be Operator Basic Care and Reliability Maintenance. We need to improve on planning and scheduling. We have equipment that is not working as well as it should be. The mill cannot make enough TAD paper. The Paper Machines are doing well. #2PM came back up very well and is running well.

Mike Tompkins left after speaking with the group about these matters.

Grievances:

08-43: 1097 Mechanics Committee – Contracting out Phone Work

MSC: Arbitrator Dorothy A Fallon Selected. USW to appoint Advocate.

08-65: Pension Pay

MSC: Arbitrated 1/13/10.

08-86: USC – Filling Vacancies

MSC: Status?

USC: ReCAST has had a labor pool person scheduled for a year.

MSC: They have not been scheduled continuously in that area.

USC: We withdraw this grievance on a non-precedent setting basis. We believe there are other areas that have a problem with this. If so, we will try to work out at first step.

08-90: Local 1097 – Mechanics Committee, 08-91: Local 1097 – Mechanics Committee – Call Time – Shift Changes, 08-104: USW Local 1097 Mechanics Committee – Call Time – Shift Changes, 08-106: Mike Byrum – Scheduling Employees 16 Hours, 09-06: John Peters – Call Time – Shift Changes per week, 09-10: Local 1097 - Schedule Changes, 09-16: Local 1097 Mechanics Committee- Call time – Schedule Change

MSC: Company denied additional pay to 40 straight time hours.

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USC: There was an unsigned memorandum of agreement in the negotiating book from 1995 on page six. That seemed to allow employees to make up lost days on straight time.

MSC: We could not find this in the official mutual agreements book from the 1995 negotiations.

USC: The memorandum is part of the minutes from the negotiations.

MSC: The Company is not aware of them being an official part of the minutes.

USC: In the past they paid call time.

MSC: This contradicts Section Fifteen of the Labor Contract. We can not find any thing in the contract language that addresses this. The original grievances were filed on the basis of more than two shift changes. The mediator determined that he did not see how the grievances involved more than two shift changes but let the parties determine the other issues. In the spirit of working things out, we would like to go back to the language of the memorandum "Day workers are normally scheduled to work forty hours per week. However, if management directs workers to work one or more shifts outside their normal work schedule in a week, employees will be given the opportunity to make up lost day(s) if work is available. The following are scheduling options available to the supervisor and employee. 1. Work swing on Friday. 2. Work graveyard on Friday. 3. Work over to equal 8 hours. 4. Take a day off when requested by the employee and supervisor can accommodate this request." In the future, we ask that the employees, when asked to make a shift change, discuss with the supervisor how they can make up the hours if they desire to do so.

USC: In the future, if asked to work an irregular schedule like coming in during the middle of the night, when does the employee have the conversation with the supervisor about making up the hours?

MSC: Sometime during that work week. The earlier the better.

USC: This happened to a maintenance worker who was asked to work swing shift and then he was held over for eight hours. He lost out on eight hours the next day.

MSC: This is an option for employees to try and make up the time. In the future, if it is a different situation than these grievances, we can work something out given the specifics of the situation.

USC: We are not waiving our rights to call times or grieving these situations in the future.

MSC: We are saying that the employees involved in these specific grievances have the right to be made whole on a non-precedent setting basis. They are to make arrangements to work the time if they desire to do so through their immediate supervisor.

JSC: The parties agreed to settle these grievances accordingly.

08-96: USW Local 1097 – Benefits during Disciplinary Layoff

MSC: Arbitrator Burton White Selected. Ron Kramer needs to work arrangements through Gaylan Prescott who is the successor to Al Lippincott.

08-97: USW Local 1097 Disability Retirement Health Benefit Premium

MSC: Arbitrator James A Lundberg selected. Ron Kramer needs to work arrangements through Gaylan Prescott who is the successor to Al Lippincott.

09-12: Scheduling

MSC: The Company is holding its position. What is the status with the union?

USC: We found some ABT scheduling guidelines and converting schedule guidelines. The Company should review Standing Committee Minutes from 1/17/96, 3/12/01, and 10/20 04. We believe you will find that ABT was to adopt the scheduling rules of south converting. In the relationship to this grievance, they were being scheduled two different ways and we believe that Kay has gone back to scheduling by head adjuster.

MSC: Your position is that any extra work belongs to the senior employee.

USC: Not in all cases. That is the purpose of the scheduling guidelines to determine who it belongs to. When Kay Crist began scheduling she started scheduling differently than the previous agreement.

MSC: What we see in ABT converting is that they struggle with case packer day to day operations. We had the head adjuster doing the work on the case packer and then turning it over to the case packer who then struggled. We looked at the situation and determined that it might save time and money to have the casepacker do the changeover. We checked with Kay to see if this had been done before and we started scheduling that way.

USC: In your scenario, the head adjuster is already there. This is extra work. The head adjuster would be brought in to assist the case packer.

MSC: That is what we have seen. When the head adjuster is there, the case packer takes a back seat to the operations.

USC: The head adjuster is ultimately responsible for the quality of the lines. They've been disciplined for not finding stuff. It makes sense to have the head adjuster be the person coming in for the extra work. It is the case packer's job to be responsible for knowing their duties. If it is an issue of a casepacker operator on shift not assisting enough, the shift supervisor should be telling the casepacker to jump in and learn the stuff.

MSC: If we feel there are problems on the whole line, then yes bring in the head adjuster. But we should bring in someone to do the work that they know the best.

MSC: We are getting to an efficiency argument here. The ideal thing would be to have the case packer working on straight time doing the work. By bringing them in, it allows them to get more experience of the changeovers to make them more efficient.

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USC: If we are going to change the way we do call ins, we need to work that here before making the change. We will move this grievance to fourth step.

09-31: Recognition Clause

JSC: This grievance is specific to the clockroom doing a review of safety related documentation.

USC: Curt Ollila met with Ron Kramer and Jim Cochran to ensure that work that was being done in their departments is still being done. We want to make sure that we continue to do what we've been doing in all departments. As long as the company agrees that it is our job to manage them, edit them and file them.

MSC: The proposal we threw out was to have the departments make a copy of them and continue to do with them what makes sense. The original would be sent to the clockroom for an audit regarding form completion. The originals would then be filed in the safety office.

USC: Filed by hourly people.

MSC: We want to make sure that the clockroom will continue to prepare the report twice a week on the permits.

USC: That is what we want clear. This is separate from what we've always done. We want to make sure that if changes need to be made that they are getting done by the departments. After the down the editors of the permits would make the changes. We want to make sure those changes happen. Our point is that we were auditing them already and could have prepared the report, but if you want to have a second set of eyes looking at them that is ok. You have to have someone designated to follow up to make sure the changes happen or else they will never be corrected. We still want to do the work that we were doing and then if you want to send them off to a third party to review you can.

MSC: Safety is work for the company and the union. That is the bigger issue here. The Company does not recognize Local 1097 as the sole collective bargaining agent for safety work.

USC: We think we are on the same page.

MSC: When this auditing began, the areas originally had 24 hours to get the permits to the clockroom. Some departments didn't abide by this and kept them to do their own audits on the forms. Tony Benson chose to abide by the guidelines. The forms were supposed to get back to the department for corrections. Tony is now auditing in the department before taking the originals to the clockroom.

USC: But who is doing that auditing?

MSC: Let us talk to Tony and discuss after lunch. (A discussion with Tony revealed that Dave Salisbury and William Francis have been doing the audits for PM 6 & 7)

USC: We agree to settle the grievance at this time on a non-precedent setting basis. It is not to preclude us from filing future grievances if the proper auditing work is not getting done.

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09-34: Scheduling / Staffing Level

USC: This was discussed at the WSC. It was determined at that time that they shut down assets and kept people there to train up the employees. This was for the curtailment that happened several months prior. It was relayed at the department level that they would bring back the employees if they started the assets back up. We will withdraw this grievance with that understanding.

09-35: Call In

USC: Our concern is that we have a lot of people doing jobs in the mill that are not signed off on but are qualified. We withdraw this grievance, but would like to make sure that the rest of the mill does a better job of making sure employees are signed off on their jobs.

09-38: Local 1097 Mechanics Committee - Area Call Ins, 09-40, 09-54

USC: These were all moved on to mediation.

09-43: Schedule Change

USC: Fourth step letter has been sent.

09-45: Jurisdictional Work Dispute, 09-62: Local 1097 Mechanics Committee - Jurisdictional Dispute,

MSC: Third step answer issued 12/2/09.

USC: We've given you copies of the minutes and grievances. If there are any changes in jurisdictional work it must go through standing committee but that has not been done. We will discuss these as a committee over our lunch period.

09-46: Local 1097 Scheduling Maintenance during Summer Down, 09-47: Local 1097 - Contractor Hole Watches, 09-50: Local 1097 Contracting Out, 09-56: Michael Keyser - Overtime for Hole Watch,

MSC: Fourth Steps Requested 1/7/10.

09-60: Salaried doing B.U. Work

USC: We have gotten a unanimous answer back from the converting electricians that the third step grievance answer issued by Mike Tompkins on 1/7/09 relative to a similar grievance is not being followed. It all seems to center on a specific engineer who comes in at all hours of the night.

MSC: You are stating that at all times they work on the PLC there has to be a union employee present?

USC: They are simply not getting the training on this. There was a case where changes were made during the evening and the machine struggled the next day. The electricians were even locked out of the computer.

MSC: We understand the training the crew needs out there. We have prepared a proposal for funding for training for the converting crews.

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USC: If the engineer could do the work when our crews are here and available and then let them do the actual key strokes so they start to learn it, that would be low cost to the company and could be done as a normal course of the day.

MSC: Did you get to talk to the grievant?

USC: Yes, he was not scheduled that day.

MSC: We need to work on the training.

USC: Hold timely until the issue can be resolved.

MSC: We have a gap with the process control group and our maintenance group. It might be good to get all parties together to discuss the issues. Shawn Wood will get with Kelly Day to address this and obtain his commitment that process control group employees will adhere to the commitment made by Mike Tompkins in that third step response.

09-63: USW Local 1097 – Benefits Premium

MSC: Fourth step requested 1/7/10.

09-64: USW Local 1097 – Lay off Pool

MSC: This grievance was presented at third step 12/16/09 and then the union asked for time to fact- find the issue.

USC: We have found the following Standing Committee minutes that should be reviewed in consideration of this grievance: 7/14/93, 1/09/04, 10/19/94 and 6/20/01. These indicate that senior employees in the labor pool should be scheduled for full weeks before less senior employees. Three days does not constitute a week unless they are following a lettered crew. In addition, the Company should review the following grievances relative to this matter: 94-41, 94-42, 94-43 and 05-69. We have seen evidence of senior employees not being scheduled for full weeks when junior employees were scheduled. This would not be a problem if we had dedicated reliefs.

MSC: Vacation reliefs make sense in some areas.

USC: There are only 5 or 6 people trained to work on #6PM. Three of them came from Bellingham and have 6 to 7 weeks of vacation and they are not controlled by our vacation scheduling guidelines because they are in labor pool. If those people were scheduled as reliefs, they would not be entitled to take the vacation during the peak times. It is easier for the scheduler, but we do not believe that it provides cost savings.

MSC: Scheduling vacations for those reliefs on a day off to day off basis is harder to do. Also if you add people with seven weeks of vacation it could create a problem for the vacation scheduling in the ladder.

USC: Look at the overtime rates when they take the vacation during the premium times. If there were reliefs, a huge portion of the overtime would go away.

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MSC: Reliefs can be moved from crew to crew.

USC: Reliefs know that they can be moved when they sign the bid. They know that they will be bounced around. The benefit is that one day they will move up into a permanent position.

MSC: If there was an agreement about having them take their vacations from Monday to Sunday, we would consider adding them into the ladders.

USC: The labor pool is scheduled this way because it is spelled out in the contract. When someone is a relief, they have the right to take a day off to day off vacation.

MSC: There are issues that you must bring the employee back to the lettered crew they left on vacation from.

USC: Unless the employee is agreeable otherwise.

MSC: We hear what you are saying. Is this grievance asking to bring back vacation reliefs, or schedule lay off pool by seniority?

USC: If you go back and look at the grievances we cited it should help you understand our position.

MSC: The lay off pool is not equal to the labor pool. That was not the intent of the language in the labor agreement. If the lay off pool was the labor pool, why would we negotiate what the jobs are in the lay off pool?

USC: That was back when we had 30 people in the labor pool.

MSC: What do you want to do? We've heard your requests about vacation reliefs and think it could work if we could go to scheduling their vacation Monday through Sunday. Does adding reliefs to #6PM resolve this grievance?

USC: Adding reliefs to #6PM does not resolve this grievance.

MSC: We are going to look at the #6PM idea, but what is the heart of this grievance?

USC: Senior employees are not getting full weeks of work and junior workers are. Three days does not constitute a week. And in some cases the Company is using a paid holiday as one of those days.

MSC: Are you asking us to schedule senior labor pool employees to full weeks?

USC: So far we have not seen documentation for senior labor pool getting the higher paying jobs. But senior employees need to be scheduled to full weeks before the junior workers.

MSC: For any employees senior labor pool employees you believe we need to look at that worked short work weeks, please provide us with their names.

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USC: We can give you some names, but you will also have to do some research. There is a grievance that hasn't come to Standing Committee yet that covers the same situation.

09-65: Pay Rate

MSC: The USC held this grievance timely on 11/18/09.

USC: This was regarding labor pool employees scheduled in the quality lab but not receiving the Quality Analyst rate of pay. We were told they only collected product samples. We have letters from the grievants stating that they did more than just collecting samples. We also have a two page document of the things they were looking for. They were doing a big percentage of the Quality Analyst job. If they are doing 90% of the job, they should be paid the rate.

MSC: They were doing the same job that everyone on the floor does. They were not doing the Quality Analyst job.

USC: The issue is that the people who do this work on the floor on a regular basis are not being paid the labor rate like the grievants were being paid. They are asking for \$1.73 per hour which is probably less than the progression ladder rates.

MSC: How many days were they asking for? We would like to have Becky Phillips review the write-ups that you have. Do we want to send this back to first step to have it reviewed? Hold timely until we can do further research.

09-66: Transfer of overtime

USC: The scheduler moved the back tender and first operator up. The operator was taking a floater leaving a backtender position open. So a backtender was scheduled. If there was a senior move it would have been different. We are not sure that someone on a floater should have been moved up.

MSC: From the Standing Committee Minutes from August 2008 it is acceptable to schedule full week vacancies first, and then fill in the one day vacancies.

USC: We agree with your scheduling. The overtime occurred at the backtender level and you filled it. The person scheduled at backtender had been scheduled there all week and then took a floater so the vacancy occurred at the backtender spot. Grievance withdrawn.

09-67: Overtime

USC: We have ground rules on senior moves from the paper machine department from 1986. On shift move ups could be made for up to two weeks. On shift promotions can be done for less than three weeks. Senior moves would not be made first – see the January 1990 Standing Committee minutes.

MSC: The labor agreement states that senior moves are allowed for anything other than vacations or floaters for more than one week. Each department decided when they would make the moves, one week, two weeks etc. None of it changes anything other than vacations or floaters. As a manager you have to decide if we keep the relief in the department or the relief goes to labor pool and we fill the position with overtime.

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USC: The issue here is making a senior move for less than two weeks which the guidelines say you don't do

MSC: The senior move is a right to the union. The labor agreement holds us to making a senior move at one week; it can be waived by the union. The company tries not to do senior moves because of the expense and scheduling. But the company has never waived having the option of doing the senior moves. We can use the on shift promotion until we must do a senior move. But we always have the option to make senior moves when we need to make them.

USC: By making the senior move the employee lost \$200.

MSC: We are trying to understand the documents you shared with us.

USC: What they basically say is that unless the senior move is going to extend beyond two weeks it would not be made. It was agreed to by Standing Committee.

MSC: How do you know that it was agreed to by the Standing Committee? We looked at our minutes and cannot find them being agreed to by Standing Committee.

USC: They are signed agreements.

MSC: This was longer than one week?

USC: The employee was moved for three days.

MSC: They waived their rights to the senior move for less than two weeks. The company did not waive their rights to make it if needed.

USC: We contend that the company agreed to it.

MSC: The language does not cover vacations or floaters, for those it allows an on shift move up.

USC: The language is a moot point because the departments modified the language. You are saying that a department gets together and decides to waive their right to senior moves for a certain time period knowing that the company can choose to do it anytime they want?

MSC: It doesn't happen very often because an employee can end up losing a work day. It is the last resort when scheduling.

USC: We would like to hold timely until we can talk to our area representative.

MSC: What is the settlement being asked for?

USC: Twelve hours of overtime and a call time plus 4 hours of shift differential pay at the shift 2 rate and 8 hours at shift differential 3 pay.

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09-68: USW Local 1097 – Transferees

USC: We've found a mixture of what has been offered to transferees. These people were still GP employees. They were laid off because of that segment of the business. They've proved themselves to be employees of worth. You brought them here at reduced pay and then you laid them off.

MSC: The Company does not have the right to waive probationary periods. We were upfront with the employees in the interviews and the offer letters.

USC: The employees were told different in their interviews than what was spelled out in their offer letter. They were afraid to say anything because they were not permanent employees. They moved up here, got out of their probationary period and then ended up being laid off.

MSC: We did not want to lay them off. We understand what you are saying, but we just do not believe it belongs in a grievance setting. In order to waive the probationary period, we would have had to do that as a mutual agreement like we did with the Camas employees that came.

USC: We could not have come to a mutual agreement because we were not part of the hiring process. There is a contradiction from what they were told in the interview and what was written in their offer letter.

MSC: We don't know that they were told differently. We only know what was sent in their offer letter.

USC: We withdraw the grievance.

09-69: Written Reprimand

JSC: The JSC held this grievance timely on 11/18/09 because it was apparently never presented at first step.

MSC: The supervisor never saw the grievance. We asked at the last standing committee meeting to have the shop steward present the grievance at first step. We will ask the supervisor to respond to Mike Bouse since we cannot determine who the shop steward was.

09-71: USW Local 1097 – Trading Days / Time Off

MSC: The parties agreed that there would be a settlement meeting with two members of the USC and Shawn Woods with another manager of his choosing.

.09-73: Fred Nelson – Rate of Pay

MSC: We understand that this grievance was settled. We need to capture the settlement in these Standing Committee meeting minutes.

USC: This was the meeting Tim Ellsworth had when we were at the safety conference. You have four machine tenders that are to be rate retained for running two machines. Larry Fischer, Fred Nelson, Kevin Stout and Danny Poe.

MSC: This will be their blue slipped rate and will close this grievance.

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09-75: Attendance

MSC: If the employee was out for one continuous reason their absenteeism rate would be the same as when they left. If you leave at 2.5 and are out for a period of time that does not exceed the maximums established in the labor agreement and then come back we would have to change the program to allow the employee to come back at 2.5 rather than increasing over time. Initially, we discussed just extending the period of excused time off through the S&A. Now we are talking about counting it all as one event. We should work with Mike Huff to make changes to the software that would allow us to do that.

USC: Maybe in cases like this it would be easier to manually capture those since there are so few cases where someone would exceed their S&A.

MSC: We could do an absentee code to deal with that. We will hold a separate sub-committee meeting between the parties to discuss this further along with the appropriate administration of "no call no show".

09-76: Failure to provide Work, 09-77: Failure to provide work

USC: Grievances 09-76 and 09-77 are about the same issue. The crew was called at home in early afternoon and told not to report. If it is your regularly scheduled shift and you are contacted before you leave home failure to provide does not apply. If it is an over time shift, then the employee needs 36 hours notice. As long as you are notified before leaving for work there is no need to provide, as long as it is a regularly scheduled shift. We withdraw the grievance.

09-78: DATV Denial

USC: The Company was denying DATV requests because they could create overtime. The employee knew he had to miss work on a particular day and put in a DATV. He was denied because it could create overtime. He showed the supervisor that it was not necessary to cover with overtime but still could not have it. He called in for that day and the vacancy was not covered with overtime. He is asking to have the DATV.

MSC: They denied it because there was someone in training and that takes precedence over the day off.

USC: If someone had a floater would that person have been pulled from training to cover it? They disciplined the employee for missing time.

MSC: Was he disciplined or did his absentee rate go up?

USC: The employee was called in to the supervisor's office and had to review the absenteeism policy. There are some reasons why an employee must be missing from work.

MSC: When did he put in for the day off?

USC: The employee put in well in advance.

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MSC: The supervisor wanted him to work. If a supervisor really wants an employee to work, and the employee does not want to work, they must either obtain approval for time off through labor agreement provisions or accept that if they miss it will be handled through the attendance policy provisions. We do not know when the request for DATV was made. Kay Cist was of the impression that the priority for the department was to get training done for the wrapper bundler positions. So they denied it for what they thought was business reasons at the time. It is unfortunate that the employee wanted time off and then not having that approved called in sick for that day.

USC: Can we get how many people have requested DATV's and how many have them granted? This encourages employees to just call in rather than try to get the day off.

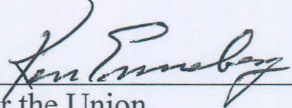
MSC: We do not know what happened in this situation.

USC: This is not a person with an attendance issue.

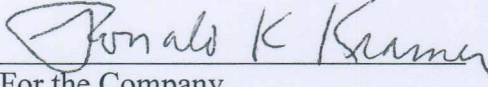
MSC: If the employee had a court date or some other compelling reason to be off, we assume he would have brought that up in a discussion with his immediate supervisor.

USC: Some people do not want to share that information.

Meeting Adjourned.



For the Union



For the Company