

Standing Committee  
January 21, 2009

USC: Patsy Rudat, Ken Enneberg, Brandon Kent, Vince Leonard, Paul Burgher, Mike Bouse

MSC: Chad Davis, Shawn Wood, Fred Ceruti, Frank Walsh, Ron Kramer, Mike Tompkins

Mike Tompkins joined the meeting to talk about the mill's performance during 2008. We did very well with Environmental, #7PM, and #13 Winder and Reliability. The year over year fixed cost was higher than previously but the efforts undertaken in November and December 2008 to reduce costs was appreciated. A proposal for P-Pay has been submitted to Atlanta for approval. The payout, if approved, is projected for late February or early March. Mike Tompkins left after the discussion.

Grievances

08-26 #6 Converting, 1&2PM – 08/09 Vacation Sign Up Guidelines

MSC: Pending Decision on Grievance 08-82

08-27: 1&2PM Curtailment

MSC: Third Step Answer issued 10/31/08, awaiting USC response.

USC: We believe the third step the Company issued under 08-27 was actually intended as a response for 08-23.

MSC: Having discovered that the Union was correct, the grievance was turned over to Tim Ellsworth to investigate with the grievant.

08-33 Supervisor Working – Electricians #6ABT, 08-34 Supervisor Working – ABT Area Electrician, 08-35 Supervisor Working – Line 6 ABT Palletizer

MSC: Third Step Answers issued 01/07/09.

USC: Resolved per agreement.

08-43 Phone Contractor Work, 08-80 Attendance Policy, 08-81 Premium Pay, 08-85 Job Bid, 08-89 Discipline

MSC: The Company suggested having Mike Tompkins hear these grievances at Third Step Meeting during our Standing Committee Meeting on 1/21/09 immediately after his Mill Manager's update comments to the Standing Committee. The Union requested that we hear the current Step Two grievances and then return to discuss Third Steps if time permitted.

USC: A third step meeting will need to be scheduled in a timely manner.

08-65 Pension Pay

MSC: Mike Bouse to get retiree to call Ron Kramer

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**08-76 Final Rate Property Protection Rep**

MSC: Pending Board Job Rate Meeting on February 11 and 12, 2009.

**08-78: Contracting Annual Shutdown Work, 08-91: Local 1097 Mechanics Committee – Call Time – Shift Changes, 08-104: USW Local 1097 Mechanics Committee - Call Time Shift Changes**

MSC: Third Step Answers issued on 1/05/09

USC: Resolved per notification upgrade.

**08-82: USW Local 1097 – Vacation Allotment, 08-83: Return to Work, 08-86: USC – Filling Vacancies, 08-87: Mechanics Committee – Equipment Removal, 08-88: Local 1097 – Contracting out, 08-97: USW Local 1097 – Disability Retirement Health Benefit Premium, 08-98: USW Local 1097 – Return to Work Release, 08-100: Attendance, FMLA Exhausted**

MSC: We need to discuss status of each of these grievances.

USC: We will after second step grievances are heard.

**08-90: Local 1097 Mechanics Committee, 08-106 Call Time – Shift Changes per week**

MSC: Grievances related to 08-91 and 08-104? Unless there are significant differences in the details of these grievances the Company's Third Step responses to 08-91 and 08-104 will be applied to each of these grievances as well. The Company cannot see the labor agreement violation.

USC: Same issue, move to fourth step with others.

**08-94 Box Facial – Schedule Change, 08-95 Box Facial Schedule Change**

USC: USC is holding timely. Additional documentation has been requested by the Company in order to consider further. The Company believes it is the Union's responsibility to provide related documentation.

**08-96 USW Local 1097 – Disciplinary Lay-off**

MSC: MSC is holding timely. Would need additional documentation to consider the grievance further.

**08-108 Scheduling Employees 16 Hours**

MSC: The Company would like to jointly review Section 15, Paragraph D of the Labor Agreement and then discuss this grievance further.

**08-110 Safety Jacket Recognition**

MSC: USC holding timely given a discussion that Vince Leonard had with Mike Tompkins and Chad Davis. Need to discuss the status.

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**08-111 Progression Ladder Seniority**

MSC: USC holding timely while awaiting mediation results.

**08-113 Affected Employees – Failure to Provide**

MSC: The Company desires a discussion of Section 17 of the Labor Agreement with respect to this grievance.

**08-114 #7PM – Call In**

MSC: MSC is holding timely. There was no overtime worked and the Company therefore sees no violation of the Labor Agreement.

**08-115 Elevator Training**

MSC: Agreement reached and documented.

**08-116: Local 1097 Mechanics Committee – Contract Work**

USC: In the basement of #7pm contractors are running conduit. There was a review sheet done for this work in June 2008 for the down, which has expired on June 26, 2008. Now after that, work is being done without another review sheet.

MSC: We do not have the answer from first step. Do we want to hold timely until we can get more information? We ask that the Union continue to provide a copy of any first step answers and related documents provided by a Company official when notifying the Management Standing Committee that you desire to progress on to second step. This has been your past practice.

JSC: Hold timely until both parties can get more information.

**08-117 Call In, 08-120: Call In**

USC: We are withdrawing this grievance as the overtime was paid to a different party under grievance 08-120.

**08-118: Scope of Contractor Work**

USC: This is for work done outside the scope of the job description done under the review sheet. This is a problem because contract work is going beyond the scope of work. The employees are asking to be made whole for the time that the contractors were here working.

MSC: The intent when this job was reviewed was to do the inspection and repair anything that they find that needs to be fixed.

USC: Then that needs to be conveyed in the reviews instead of calling it an inspection only.

MSC: There will be times that the scope of work changes. The labor agreement does not speak to scope change under Exhibit A-2 Section Q.

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**USC:** If there is a change of scope we need to be notified. Our union membership is asking us to draw a line on work being done outside the scope of work. Was all of maintenance scheduled to work other jobs that day?

**MSC:** We would not be able to show that everyone in maintenance was scheduled for 12 hours that day. This job would have taken quite awhile to replace the drive.

**USC:** We will withdraw this grievance on a non-precedent setting but ask that the scopes of work on the review sheets be more accurate in the future.

**08-119: Scope of Contractor Work**

**USC:** This work was on the shower on the back side of the Kiln. The review sheet asked for decking to be removed, but they also installed the shower. They were asked to do the work because they were already working in close proximity of the shower. The employees should be paid for those hours.

**MSC:** How would we know how many hours it took to do that work?

**USC:** The Purchase Order should have that broken out.

**MSC:** What if this wasn't broken out? PO's are not always accurate.

**USC:** We would have to do an estimate. If it isn't estimated we would take a man hour estimate.

**MSC:** We will be breaking at lunch, and will discuss this.

Break

**MSC:** We have more information on this. There were four contractors working for 1/2 hour to put the shower in.

**USC:** Not knowing that it was already staged, our estimate was a little bit higher. We will discuss during lunch.

**USC:** We have a counter offer of paying the 15 members of the brown stock maintenance a half hour.

**MSC:** Why would we want to pay more than it took to actually do the job?

**USC:** If we staged the job why wouldn't the planner have scheduled our guys to do the job?

**MSC:** Due to the stuff the crew was already working on, the planner did not feel that they would have enough time to do it.

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**USC:** We are not trying to set a precedence of payout.

**MSC:** There were not fifteen employees who were hurt by this job. It is not a reward for the brown stock crew because we made a mistake. It is a penalty for not doing it correctly.

**USC:** Pay the top four employees a half hour.

**MSC:** Agreed on a non precedent setting basis.

**09-01: Scheduling**

**USC:** Scheduled to work a full week during the week of Christmas beginning on Christmas Eve. On Monday of that week, the clockroom notified people that we would not be running and would be observing the holiday. The machine operator, back tender and B pool operator were kept working to keep the machines warm during the cold weather. The grievant was a back tender and was scheduled for the 24<sup>th</sup> and 25<sup>th</sup> and was told not to work. Instead they scheduled a junior back tender to keep the burn barrels running.

**MSC:** Was the machine running?

**USC:** The machine was not running. The determination was made on the 23<sup>rd</sup> to not run. Employees on day shift that day were not told they were shutting down. The night shift did the shut down. The first day of the shutdown the backtenders just put wood in the burn barrels. The employee was scheduled to come back on the 24<sup>th</sup> and the union had asked for training. If the Snow days hadn't occurred the machine would probably have been running. The machine tender was working also, and could have walked the grievant through the work in that area.

**MSC:** We checked with the Scheduler and the Supervisor. The intent was to put him on training prior to running the machine. The grievant took two weeks of vacation and his first day back was the 24<sup>th</sup>. The supervisor and scheduler thought the grievant did not want to be there working by himself. Would you be willing to split the difference on this grievance and make the grievant whole for one of the two days on a non precedent setting basis?

**USC:** We are willing to accept him being make whole for one day December 24th, but would be credited for hours worked for two days.

**MSC:** Why would we do that?

**USC:** For vacation accrual purposes.

**MSC:** If the individual is short twelve hours for vacation accrual we will give him credit for the twelve hours.

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**09-02 Failure to Notify**

**USC:** This grievance is part of 08-113 which was filed on behalf of all affected employees, the grievant was not aware of the other grievance. We withdraw the grievance.

**09-03 Shift Relief Millwright Bid**

**USC:** The employee put in for a shift relief millwright job and was denied it. He was denied because he did not have the skills based on Wauna Mill Maintenance policy 11-9-2000

**MSC:** Is the question if he is qualified?

**USC:** If so, we would like to see the reason why. The worker has not rotated out of Converting. If so, he is not.

**MSC:** He was grandfathered into the position from an oiler position.

**USC:** He was not part of that, he actually did the books.

**MSC:** The employee is a lube mechanic and is trained in lubrication. He has worked his career in maintenance converting and is fairly new as a journeyman. It is our responsibility that an employee does not work on a job and fail. It is not fair to the work area if the employee is unable to perform the duties of the job. If he wants to pursue transferring to another area to get experience working outside of converting there are options available.

**USC:** We can understand your concern. What we would like is a commitment on behalf of the company to get him some training.

**MSC:** We have done this in the past; if he wants to take on the extra training we are willing to help him. He needs to pursue that. He would initiate it via the crew preference sheet maintained by Maintenance or swap with another maintenance employee on another crew.

**USC:** Will a supervisor sit down with him and explain his options?

**MSC:** We think that was already done, but will make sure he is informed.

**USC:** We will withdraw the grievance pending management contacting the grievant.

**09-04 Overtime Scheduling for Vacation Backfill**

**USC:** This is for overtime to cover vacation and a senior move.

**MSC:** We have the option to make a senior move in lieu of moving up to avoid paying overtime.

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**USC:** Unless it occurs during the week of a holiday

**MSC:** The other employee had a day off to day off approved vacation. His crew was changed to change his days off.

**USC:** Section 16 states that you cannot change an employee's day off or make a senior move during the week of a holiday to avoid paying overtime.

**MSC:** This will take some additional research. Hold timely until we can get more information.

**09-05 Scheduling**

**USC:** We had an employee working overtime and they were the wrong person.

**MSC:** The employee was in for extra work on day shift.

**USC:** The employee was done at 5pm and asked to go home. The supervisor would not let him go home even though there was no work for him to complete. The decision was made to have him work the other job. The employee spent the last four hours as a barge loader.

**MSC:** The supervisor states that they made it very clear that he was only there to do the extra work.

**USC:** The employee was told to stay per the supervisor's instructions with no direction on what work should be done. His direct supervisor would know exactly what work was done.

**MSC:** Can we hold timely until we can reach the direct supervisor? We need to know the nature of work that was actually done.

**USC:** If the employee was finished with the rolls job at 6pm what was he doing from 6-10pm?

**MSC:** Our understanding is that rolls were not done. A member of management told the supervisor specifically that until the rolls were done, the employee could not leave. The barge loader job was not filled.

**MSC:** We have talked to the people involved. The work did occur and we will pay what the grievant is owed.

**09-06**

**USC:** The employee worked on Wednesday and timed out. He was not able to come in on Thursday because of the eight hours, so he came back and worked on Friday. This is making an employee whole for shift changes.

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**MSC:** We cannot see that there were more than two shift changes in this type of scenario.

**USC:** We believe the intent of the contract is to make the employee whole for the shift changes.

**MSC:** He had overtime this week.

**USC:** But he was shorted regular hours. We need to bring in the people in who created this ruling.

**MSC:** There is nothing different from grievances 08-90 and 08-104 correct?

**USC:** We are moving this to fourth step. What is the process? Do we need to have a notarized statement from the negotiators on the intent?

**MSC:** Contact your UWS Business agent for advice.

**Agenda Items**

**Employee Discipline**

**USC:** An employee has a disciplinary notice from 1/13/09 that does not show a supervisor name or union member signing the notice. The employee did not know that this was in his file.

**MSC:** So the employee did not receive a copy?

**USC:** The employee knows when it occurred, but was given no notice. He received an absenteeism letter stating his absentee rate is 1.61 but on the date of the disciplinary notice his absenteeism was at 1.09. The absenteeism notice should have been a verbal warning.

**MSC:** And this is in the employee's file? This is a verbal notification. This shows that the employee was contacted on his safety violation. The verbal verification is a note to the supervisor to remind them that they coached the employee on the issue and is below the disciplinary level. No notification to union is required.

**USC:** The supervisor that does the coaching needs to sign the paperwork.

**MSC:** This is not a technical letter of discussion to the employee.

**USC:** Prior to receiving the letter the employee could have had absenteeism problems. When they received the letter they did not. We are asking that this not be a letter of notification but that it be a verbal warning.

**MSC:** With respect to this situation we are able to roll back the absenteeism back to a verbal warning and let the Supervisor know.



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**Sniff Testing**

**MSC:** In the past we have had a number of employees do sniff testing like the PEO group, labor pool. We had a situation occur where a supervisor believed he had to wait for a PEO member to do the sniff test when we do not believe that is the case?

**USC:** Is there a way to verify someone is trained in sniff testing? Is there a way to make the listing public?

**MSC:** The person has to have been through the course work and have it documented and that it does not just have to be a PEO member.

**USC:** Maybe we could contact Chris Newman about who is trained.

**MSC:** We will research it further.

**Respirators**

**USC:** We would like to see on the policy being handed to employees in converting say that they have right to go to their own physician to keep that information private. Our other concern is employees who have health issues and are not healthy enough to wear the respirator but are being required to.

**MSC:** That is a situation that would have to come to standing committee to find reasonable accommodation. If someone is adamant that they do not want to use the medical office we still need to get the information back to the medical office.

**USC:** Some people are concerned about who is able to see that information. If it is only in the medical department we understand that.

**MSC:** It only goes to the medical department.

**USC:** There were not a lot of instructions for the employees and the impression was that the paperwork would need to be turned back in to the supervisor.

**MSC:** The supervisor should not be handing out the medical form to the employees. The safety department issued out forms for the presentations, but it was made clear in the meetings that they would not be turned in to anyone but the Medical Office.

**USC:** The employee should go to the Medical Office. Some of those employees also have facial hair. They know that there is the ability to have hood type protection so that they can keep their facial hair but are being told that they must purchase those on their own. It seems that that is not being accommodating to the employee.

**MSC:** We do cover the other options. The company is providing the half face and the full face respirator. If the employee wears a full face respirator they will also need special glasses which we will also provide. The masks are being required at all times

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during a blow down. All this information is included in the presentation that employees are getting.

**USC:** The paperwork needs to be issued by the Medical office only.

**HHT Ladders**

**MSC:** HHT is not running very often due to the market. We will probably run one machine at a time and we have no future plans to run more. We will keep enough bid employees in the ladder to run two machines. This will affect eight employees who will be bumped back to the labor pool and rate retained. If the economy changes and we start running all three lines, the affected employees will have the option to exercise their grandfather rights.

**USC:** They are junior employees and would not be able to bump anywhere?

**MSC:** They all have five years or less and would be given the bump rights if they can. Also HHT is part of the core machines. We are investigating the staffing levels in the core department. There is a possibility that we will not carry six (6) operators in that department. We will most likely keep the shift employees only. The plan is not final at this time. We are just informing the committee of a possible change

**USC:** You will post the bid so they all know this?

**MSC:** As soon as we know all the details we will begin talking to the employees.

**Weather Absences**

**USC:** The week of Christmas employees who were unable to get into the mill due to road closures and weather conditions are being charged a day of absenteeism for that. Some employees also did not have working phones so it was hard to contact the mill. In the past acts of God have not been counted towards absenteeism.

**MSC:** We are trying to work with employees about these instances. We have a no fault policy that states that if there is an absence it will be counted.

**USC:** We are also hearing that after the fact floaters are no longer able to be granted.

**MSC:** After the fact floaters are not automatic but if they do not have an absenteeism problem and it is a bonafide reason they have the contractual right to take one.

**USC:** There should be special circumstances where the company should allow people to use their time for these absences.

**MSC:** Contractually we cannot give a day at a time vacation after the fact.

**USC:** We have several guys who missed due to the weather but would like to have the time off.

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**MSC:** We did not reprimand anyone for absenteeism if it was due to the snow we had.

**Leave of Absence**

**MSC:** On page 39 of the contract under section F it establishes what conditions are called for to be eligible for a Union Leave of Absence. We have had several leave of absences coming in for union members that in our opinion do not meet contractual language in Section 32 F.

**USC:** When the officers are doing union business they have normal things they have to do for the union. We have been doing them for years and we have every right to do it and it has nothing to do with the contract section referenced above. We do not understand what the problem is.

**MSC:** We need to administer these leaves per the labor agreement.

**USC:** For Normal business we have the right to take that time.

**MSC:** When you read the contract you can see the two officers, President and Recording Secretary, being given time off when needed or for other duly elected or appointed employees to attend official USW conferences or conventions.

**USC:** We have normal business that we have to do that helps us operate as a local.

**MSC:** The Company understands the need to do Union business, but we need to follow the labor agreement language.

**Grievances**

**USC:** The union should not be asked to do all the research for the grievances. We think it is the company's burden to provide proof of grievances.

**MSC:** There has to be some middle ground. When something comes to second step it should come with the information. The burden of proof for claims of labor agreement language violations is on the grieving party.

**USC:** The issue is that we do not have access to this information. A lot of grievances that are coming here used to be settled at first step. We would like to have our supervisors trained on the contracts.

**MSC:** We have had a lot of conversations about training. Grievances should come with the information about what the grievance is about.

**USC:** When we do write all the details and contract language the supervisors will deny without letting us know.

**MSC:** We are trying to educate the supervisors.

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**USC:** We do not have access to all that information. We think we have to do the majority of the research.

**MSC:** The burden is on the grievant and the Union to show what the issue is. The burden for the standing committee is to know what the grievance is about and that it is a valid grievance. The burden should be pushed on to the shop stewards to make sure it is a valid grievance.

**USC:** We have been doing a lot of shop steward training.

**MSC:** The burden should not be on standing committee to research the issue. They should come with that information for you.

**USC:** Not all the information requests are for grievances.

**LGV**

**USC:** We are wondering if the company has signed an LGV maintenance contract since the original purchase.

**MSC:** Not that we are aware of. We are in discussions now.

**USC:** The maintenance of the LGV can be done by our own employees. Some training for our employees on the programming would still be needed.

**MSC:** The E-80's had a maintenance contract that came with the purchase. Last time we said we would have our maintenance employees work with them to learn about the LGV's. At this time we do not know if we were entering into a maintenance contract or not. We are looking at investing more this year on the E-80 system. If we did would it still be a problem if we did have a contract but had the maintenance workers work with them?

**USC:** We can discuss that when it happens. The problem has been the working hours.

**MSC:** They work 24 hours.

**USC:** We would have to do the same then.

**08-23 vs. 08-27**

**USC:** The Company's third step response issue on 10/31/08 really seems applicable to 08-23 and not 08-27 as it was labeled. 08-23 pulp slab grievance resolved by adding a second operator.

**MSC:** We will look into that. (Subsequently it was decided that Tim Ellsworth would look into 08-27)

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**Extension of training period**

**MSC:** There is a request for a fourteen day extension for an employee by his supervisor. More time is needed to evaluate the employee due to a vacation taken during the training period.

**USC:** Does the employee think he has been trained? If at the end of the extra extension and everything is fine there is no problem. If there is a problem we have to be notified here in standing committee.

**Job Reviews back to Mechanic's Committee**

**USC:** All work reviews will be sent for review by Mechanic's Committee. The group is working on a new clean list and a new notification list that would require reviewing only with the Mechanic's committee not the crews.

**MSC:** From previous discussions we thought that work being done by operations contractors would not be notified.

**USC:** We just discussed this at the last standing committee. All work would be reviewed by them.

**MSC:** We did not agree to operations work being reviewed. The current system in place is so cumbersome that we are reluctant to agree to that. On the operational reviews we are not sure if we are ready to have that revert back to review at Mechanic's Committee. We would like to talk about and develop a system.

**USC:** Notifications are not being done. We are challenging the work being done that our employees could do.

**Return to Work**

**USC:** We are asking that an employee be made whole for the four days he missed due to the confusion over the form and it being unclear what the doctor was supposed to do.

**MSC:** We would have to check with our Benefits Administrator about the matter.

**License for Electrician to Work on Elevator**

**MSC:** We have a draft of what will be done. We have an employee going to the state licensing board and we will know the answer.

**USC:** So the answer will be given soon?

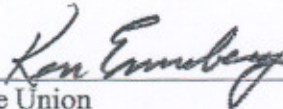
**MSC:** Yes

**Mediation**

**MSC:** What was the requested settlement on the appeal?

**USC:** Pull everything out off the employee's record.

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For the Union

  
For the Company