

Standing Committee
January 26, 2010

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

MSC: Shawn Wood, Tom Day, Ron Kramer,

USC: We ask that the Standing Committee Minutes from November 18, 2009 be amended at the beginning to show that the union makes a statement that the Union side of the standing committee did not have a quorum present.

Grievances:

09-78: DATV Denial

USC: DATV's are being denied because it could create overtime. We had someone who was denied a month and a half in advance and was told that it was denied because it could create overtime. The Halsey Mill has two weeks of DATV and does not have the same problem.

MSC: We have the overtime constraints now to consider when granting DATV requests.

USC: The way you are applying DATV is totally taking away a benefit of ours. We've gone to the extreme of denying every single one because it could create overtime.

MSC: In the instance of the grievance we couldn't get the training done.

USC: There was an extra body working there that day.

MSC: We were trying to get the training completed before the deadline.

USC: It appears that there was someone extra there to do the training.

MSC: What is the grievant asking for?

USC: He wants his attendance corrected.

MSC: In the Standing Committee Minutes from May 17, 2006, DATV's were defined to eliminate the issue we had at the time, all of them are within the current DATV policy. "After the fact DATV requests will not be approved. DATV requests that require overtime to cover will generally not be approved. We will review special circumstances on a case by case basis. As we get to the end of the vacation year, any DATV that have not been used and/or scheduled by the employee may be scheduled by management. Employees will be paid for the DATV when the 1st day of the DATV is actually taken, not when the initial request is made."

USC: Since 2006 when this agreement came into effect, there used to be relief people throughout the mill. We've made the overtime an issue because of the way we staff the mill. By giving thirteen days notice it is to try to schedule without the overtime. When someone gives a month of notice we should be able to grant the DATV without creating overtime.

MSC: We cannot have vacation reliefs without giving up the day off to day off vacations for the reliefs.

Standing Committee

January 26, 2010

USC: The whole issue about the day off to day off vacations is that it a scheduling mess. And it takes away days off.

MSC: We hear what you are saying, but we are asking for a compromise by giving up day off to day off vacations in exchange for the reinstatement of vacation reliefs.

USC: We are not going to give up benefits to our members to make scheduling easier. The one or two instances where it would create a problem should outweigh the overtime in the summer due to all the vacations. Some of the department managers do not let the scheduler know their manpower needs which means the scheduling is even harder.

MSC: We would like to come up with a compromise.

USC: Can we notch the discipline down by one step?

MSC: We understand what you are saying, but the employee has not demonstrated in the past that he wants to work. There is a big difference between doing special circumstances on a case by case basis when it is an employee with a good attendance record. When you see that this employee gave up overtime 27 times in the last year and currently has an absenteeism rate of 3.89% it is a different issue.

USC: We do not believe that you are administering DATV's with the intent of the agreement. We have some vacation liability that we have to make sure gets used up, and it doesn't help when you are denying so many DATV's. However, given the nature of the grievant's absenteeism, we withdraw the grievance.

09-79: Overtime

USC: This is a shift instrument technician. One of the other shift instrument technicians took a floater. What the grievant is asking for is the overtime paid to cover the floater. He is due that overtime. A day shift worker worked over 2.5 hours and then another shift instrument tech worked over 3.5 hours. We are saying overtime was paid. He was put on the schedule after the shift had been worked. He is only asking for 5.5 hours of overtime per the memorandum of agreement plus a call time.

MSC: We will have to investigate this further.

09-80: Seniority and Transfer Language

USC: There was an internal posting in maintenance for someone to sign up to be trained to be a crane operator if they were interested. We asked for a list of certifications and documents of those people that were awarded. We got back a response that applicants were not required to provide this information, that there were no known changes to the labor agreement. There is a Provision from 1997 which was updated in 2000 about bidding on the A-2 Package. The individual that was selected does not have any documentation of past experience. The most senior person should be awarded the position. His seniority has been violated.

MSC: Seniority in progression transfers let you go from ladder to ladder. Everyone in maintenance is at the same rate of pay. It gives us the ability to train, but we do not necessarily

Standing Committee
January 26, 2010

do it through a posting. We are not bound to put up a posting to the entire maintenance group to offer training.

USC: When a vacancy is to be filled the maintenance manger will take into consideration, maintenance seniority, and skills. You've produced no documentation of applicable skills or experience.

MSC: The issue is that we are going to maintain the flexibility of moving people around without needing to post it.

USC: As far as a crane operator, that position has evolved in the last couple of years. The staffing level has decreased. Isn't there a staffing level we have to maintain when we brought in the crane operators into the A-2 Package?

MSC: We did not set a number that we have to have at all times. It makes sense to have two designated and then a back up who are trained and stay in their home crews.

USC: How did you evaluate the skills of crane operator?

MSC: Shawn Wood interviewed each candidate to assess their skills/past experience on mobile cranes.

USC: We think that the grievant should have been allowed to do the training. How many crane operators do we have?

MSC: There are two, so we would still need someone else to be backup. When we choose who will be the back up, they will stay in their home crew until we needed them to operate the crane.

USC: If you would have chosen the grievant first they would be the home crew. We think you should have looked at his seniority stronger and we have documents to back that up.

MSC: That is the point of disagreement. We are not bound by seniority according to the Crew Preference document dated 1/5/05 that is posted on share point under Mechanics Committee Documents.

USC: We will move this on to third step. We do not want any of this conversation to supersede the agreement that brought the crane operators into the A-2 Package.

MSC: The Company requests copies of the documents you have.

09-81: Mechanics Committee – Contracting Out TO, 09-82: Mechanics Committee – Contracting Out TO, 09-84: Mechanics Committee – Contracting Out TO, 09-85: Mechanics Committee – Contracting Out TO

USC: This is a violation of the contract labor agreement, Section one. A2 which was mediated two years ago. Contracting out jobs on temporary overload. The definition of Temporary Overload is a major down and we do not have the staffing to cover it. The problem we are

Standing Committee
January 26, 2010

seeing is lack of planning and we would like to be on record as wanting to be involved in the planning. We propose that the planner jobs be hourly.

MSC: That is an interesting proposition. At our current staffing levels?

USC: As long as we do not have temporary overload.

MSC: This grievance was during an eastside down.

USC: And we have the staffing to cover it.

MSC: We were using every person available.

USC: We are currently 12 people below the staffing levels we agreed upon. If all the grievances are going to be the same, we will just move them all on to third step.

MSC: We are willing at this step to listen to proposals. The proposal we have heard at this point is to go to hourly planners.

USC: That would not resolve the grievance.

MSC: We are willing to listen to proposals that are in resolution of the grievances. It would be good to understand if there is middle ground.

USC: In the standing committee before the last one, we asked Chad Davis if he was willing to talk about the staffing levels. That is where we are at. In that case we should just move them on.

MSC: Also includes 09-82, 09-84, and 09-85.

USC: We would like to move these on.

09-83: MC Contracting Out Notification after the fact

USC: Do you have a proposal?

MSC: This was one of the jobs in the skill of welding where we did not have enough guys to cover the job.

USC: Are you saying that you would like to hold timely until you can come back with a proposal?

MSC: Yes we need to find out more about the job.

09-86: Discipline for No Show No Call

USC: This started as several different grievances. An employee had a weird schedule, read it wrong, he was scheduled on a set crew but was scheduled four day shifts instead of two days and two nights. On the third day, he was called at home. He was formally disciplined with a letter of discussion. A few days later they increased the discipline at the direction of the HR Department.

Standing Committee

January 26, 2010

Supervisors are able to determine the discipline. When the meeting occurred we questioned who was responsible for upping the discipline and it created an angry situation with the supervisor.

MSC: We would like to go back to the supervisor and find out the situation.

USC: It is a waste of the shop steward's time to make an agreement and then have it changed a couple of days later. We would also like to address the no call now show.

09-87: USW Local 1097 Reversing Grievance Settlements

USC: When a shop steward reaches an agreement with a supervisor, the HR department needs to stand back and not monitor everything. The way the absenteeism policy is written it gives the supervisors the ability to determine the discipline. They are all being micromanaged to the point that they are unable to do their jobs. By HR not allowing front line supervisors to address the grievances at the first step it violates the contract. Grievances need to be handled at the lowest step. Agreements with supervisors are not precedent setting and can be handled on a case by case basis.

MSC: We are not sure how to respond to the grievance as it does not correspond to a specific person.

USC: This grievance is asking the HR department to allow the supervisors to do their jobs.

09-88: Discipline – Written Reprimand

USC: We have an employee who was 17 minutes late on November 28, 2009 on a day which we believe was the day it snowed. The employee received a written reprimand. There is no record of progressive discipline. The first instance of tardy is a verbal warning. There is also documentation that the absenteeism and tardy policies are two separate policies.

MSC: There was a more recent agreement in standing committee that talked about the progression of discipline. If there was a verbal warning in place it would move to the next level.

USC: We made it clear that you cannot combine them in order to discipline them. We gave up the right to have several different policies.

MSC: It is laid out in the minutes of standing committee. We will find that information for you.

USC: This individual would also fall into the case by case basis since it was a snow day.

MSC: Hold timely.

09-89: USW Local 1097 Attendance Policy

USC: The Wauna Mill absenteeism policy was created to make employee's late for work to be considered a tardy and should be treated as such. We are asking that the tardy in the absenteeism policy be applied as it is in the policy. This has to do with our absenteeism policy and the people who are being disciplined outside of the absenteeism policy. We disagree with the disciplines that you are issuing.

Standing Committee
January 26, 2010

MSC: The intent of the message in EPSS was to explain the absenteeism policy.

USC: You have to go back to the intent of when there is an anticipated tardy and unanticipated tardy. Hold timely.

JSC: There is a joint sub-committee addressing the attendance policy. Hold timely to see the product of their efforts.

09-90: 3/4/5/9 Utility Employee Wage Rate Retention

USC: The employees have requested that this go to third step.

MSC: The Company requested a fact finding meeting at the December standing committee meeting.

USC: We would be available to meet the week of the next standing committee.

MSC: Let us know who will work with Ron Kramer and Kay Crist and a meeting will be scheduled.

JSC: Hold timely.

10-01: Jason Davis – Discipline – Reading on the Job

USC: An employee is accused of reading a novel when a wrapper was down on November 26, 2009. It wasn't until a later date that he was talked to about it. The employee is asking why the supervisor didn't talk to him at the time of the instance.

MSC: It wasn't his normal supervisor. And he switched crews so it took a few days to talk with him.

USC: We can understand if he is continually talked to about it.

MSC: Whatever job you are in, you are responsible for that area. At no time other than break time is the time to read.

USC: What is the whole point of having a supervisor in an area that isn't their normal area acting as a supervisor?

MSC: At that time the supervisor was covering both areas and did not want to overstep his bounds.

USC: It is the supervisor's job to deal with those issues. The grievant felt that if the supervisor felt it was something that needed to be reported he should have said something to the employee. It builds trust.

MSC: If the individual was reading, we do not want to condone reading.

Standing Committee
January 26, 2010

USC: The verbal clarification upfront is important so the employee understands the expectations of him. We consider this grievance resolved if you address it with the supervisor.

10-02: Floating Holiday Cancellation

USC: This is about employees being able to cancel floaters after the schedule is finalized. The employee tried to cancel the floating holiday as soon as they knew they did not need it. He sent an email on Saturday night 11/29/09 to Kay Crist to notify her. It was stated that because the schedule was finalized he had to take his day off even though it was covered with overtime.

MSC: The schedule is already final. What do you do with the guy who was scheduled to cover it?

USC: As long as the employee is notified 36 hours prior to the shift there is no penalty. We propose that we amend the clarification of the floating holidays to allow them to be cancelled as long as there is no penalty to the company.

MSC: We do not believe the grievance has merit based on the agreement.

USC: We would like to withdraw the grievance. We would also like to meet to see if we can amend the language.

10-03: Failure to Provide Pay

USC: This one was for employees scheduled for three hours for a meeting. After one hour the meeting was cancelled because the room was overbooked. They were given three hours failure to provide. Per the Contract Labor Agreement Section 17 Paragraph C, "In case any employee has commenced work on his regularly scheduled shift, he shall receive a minimum of six (6) hours pay at his straight time rate".

MSC: The meeting was not cancelled. This particular group of employees was able to get through the training in one hours of time.

USC: Why would you schedule an employee for an hour on their day off at noon? It ruins their whole day.

MSC: In this situation there were multiple classes in a day.

USC: Due to the fact that they finished the class, we do not think the grievance has merit. We do think there was a problem with the scheduling of the meeting. In the labor agreement there are different ways to schedule meetings and scheduling at noon on a day off was never a recommendation.

MSC: Were they paid overtime?

USC: We believe they were paid overtime.

MSC: We will verify it.

Standing Committee

January 26, 2010

10-04: Scheduling over Holiday Period

USC: The employee started Monday on A Crew as a Senior Bleach Assistant. His night shifts were given to a junior employee. He came back on Sunday on A crew.

MSC: An employee was on special assignment and then asked to be put back on his regular shift.

USC: We will hold timely until we can talk to the shop steward.

Agenda Items:

FMLA Leaves

USC: FMLA absences cannot be counted as an absence under an attendance policy. Workers do not have to call in and declare the need for FMLA. They need to contact to say they are out for a serious health condition. Oregon FMLA states that if you notify your employee of a reason. If it is an FMLA factor it is considered notification. The law states that you follow the leave which suits the employee.

MSC: The law states that you have to notify an HR individual within one day.

USC: What we've read is that it states the employer needs to be notified.

MSC: The law changed 1/16/09.

USC: Why isn't it notified to the standing committee?

MSC: We can send it to you through email a couple weeks before it is posted on EAS.

USC: We need to have it out there so everyone knows.

MSC: We document when we talk to employees so we know that they are now aware. We also give the employee fifteen business days and the law states fifteen calendar days. If the employee notifies us prior to the end of the fifteen days that they are having problems getting the paperwork back, we can make exceptions. We are sending out a one page form by putting it on share point and on EAS today.

Cancellations of Floating Holidays Post Final

USC: We are going to talk with you further based on the prior grievance.

7PM Temporary Rate

USC: When #7pm started up they were given a temporary rate and promised that they would make more than or the same as #6PM workers. They've had some problems with machinery and the grades. In the dry run job analysis, it was determined that the temporary rate is higher than what they should be paid.

MSC: What are you asking for? We have to abide by our contractual obligation of Job Analyses whether the rate goes up or down.

Standing Committee
January 26, 2010

USC: That at least they get the rate of #6PM workers. Tony Benson has the job analysis paperwork.

MSC: We were told that the paperwork was being held back because of the rate issue by Linda Raynor.

USC: We will follow up with them.

MSC: We will check with Tony Benson.

Term of Employment – Medical Reasons.

MSC: Per the contract labor Agreement, on Page 25 Item 3 Section B, “At the end of the two (2) years of disability, Management will take no action to terminate the disabled employee without Prior consultation with the Union Standing Committee.” We have a situation where an employee has permanent disabilities and is unable to work. He was on S/A but now we wanted to talk to Standing committee about terminating his employment.

Mutual Agreement

MSC: We’ve prepared the mutual agreement for an employee who isn’t able to perform satisfactorily in his present position.

USC: We ask that you wage rate retain him. We’ve done that on other mutual agreements.

MSC: We will have to get back to you.

Freezing Request – Medical Reasons

MSC: The employee is asking us to freeze him in his current position due to medical reasons.

USC: What is the company’s position?

MSC: We support freezing him. You may want to discuss it with him so he understands all the ramifications of being frozen.

USC: Paul Burgher will try to speak with him.

Box Facial Frozen Employee

USC: The issue was that employees demote in reverse order of the way they promote. The issue was that there was a frozen box facial employee who had people who went around him up the progression ladder. Employees would demote on the ladder the same way they went up. The once around/always around pertains to someone getting unfrozen and then the employees who went around him stay above him. This is covered in the Seniority Ground Rules on Page 26 of the Contract Labor Agreement.

Cowlitz Clean Sweep

MSC: We would like to renew our contract with Cowlitz clean sweep to have them come in and do the sweeping.

Standing Committee
January 26, 2010

USC: What happened to our sweeper?

MSC: That was a maintenance nightmare.

USC: We would like you to look into renting a sweeper and have one of our employees do the sweeping. We used to do this.

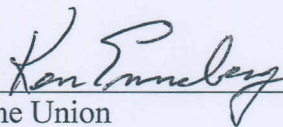
Vacations

MSC: There are 86 weeks of vacation time that needs to be used up before the end of May because the employees have full banks, or they need to take their mandatory two weeks in order to bank the rest. If they do not schedule them can we just cash them out?


USC: You cannot cash them out, but you can schedule them. On page 31 of the Labor Agreement, Item L Number 2 "No employee is to have the privilege of drawing the vacation pay and continuing to work in lieu of taking the vacation." Notify the people that they have the vacation and that they need to schedule it or it will be scheduled for them.

MSC: We will work with Kay to draft a letter.

Meeting Adjourned.



For the Union



For the Company