

Standing Committee
February 17, 2010

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

MSC: Chad Davis, Erik Wilson, Ron Kramer, Ross Procter, Ian Dieter

Grievances:

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

MSC: Arbitrator Dorothy A Fallon Selected. Searching for mutually agreeable date to arbitrate. Does the Union want to propose a settlement?

USC: Have not gotten information request back yet.

MSC: You did receive information back. Perhaps not all that you expected. Let us have a meeting and go over it.

08-65: Pension Pay

MSC: Arbitrated 1/13/10.

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

MSC: Arbitrator Burton White selected – Prescott/Kramer to pick date.

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

MSC: Arbitrator James A Lundberg selected – Prescott/Kramer to pick date.

09-12: Scheduling

MSC: Heard at 4th Step on 2/15/10.

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

MSC: Heard at 4th step on 2/15/10.

09-43: Schedule Change

USC: Heard at 4th step on 2/15/10.

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

MSC: USC held timely 1/26/10.

USC: We propose that we come up with an agreement that if there is a hinged door operations could do that but if it required more then maintenance would do that.

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

MSC: Heard at 4th step on 2/15/10.

09-47: Local 1097 – Contractor Hole Watches,

MSC: Heard at 4th step on 2/15/10. Union to respond before company answers.

09-60: Salaried doing B.U. Work

MSC: Ross Procter met with Kelly Dey and Mike Blixt to review the policy at the beginning of February 2010.

USC: We will discuss at lunch.

USC: We would like to talk to the converting crew to see how this is working now. Hold timely.

09-63: USW Local 1097 – Benefits Premium

MSC: Heard at Fourth step on 2/15/10.

09-64: USW Local 1097 – Lay off Pool

MSC: Fact finding at Step 3 – Company waiting for names of affected ee's.

09-65: Pay Rate

MSC: Held timely 1/30/10. The workers got refresher training and were sent out to the floor to do the routine checks. There was no activity that required testing on equipment. There was data entry which was part of the operations work. This was extra work, for additional data collection.

USC: The labor rate was meant for jobs that were not attached to any ladder. When you do a job that is attached to the ladder, the labor rate is not used. When they do jobs attached to a ladder they should be paid those job rates.

MSC: The grievant are asking to be paid \$1.73 more per hour for the hours they worked.

USC: They are asking for the bottom job in the quality assurance ladder and asked for that rate.

MSC: In good faith and on a non-precedent setting basis, we will pay the \$1.73 more per hour for the work they performed.

09-67: Overtime

USC: We withdraw this grievance.

09-69: Written Reprimand

MSC: Sent back to First Step – Company answered through Mike Bouse.

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

MSC: Settlement meeting with Shawn Woods?

USC: We have a meeting scheduled next Tuesday.

09-75: Attendance

USC: We've had prior discussions about leaves that the time off will be a onetime event.

MSC: No matter what her absenteeism percentage is when she returns, she will be disciplined at the first level.

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USC: But if an employee comes back from leave and then gets ill, it would cause the discipline to escalate. If a person has an absenteeism problem it will show up.

MSC: Do you know that all the time she was gone was for one event? To resolve this grievance if we adjusted her percentage to what it was prior to the leave, it would resolve it?

USC: Yes. We are also concerned that messages are appearing on the EAS system when we still have not agreed upon the policy.

MSC: Until we have an agreement we have to use the policy you have. To resolve the grievance, on a non-precedent setting basis, we will go back and look at the absence as one event, we will go back to adjust the absenteeism rate.

09:79: Overtime

MSC: The supervisor was not aware that the day shift instrument tech had taken a floater. The supervisor used the night shift to fill the absence by staying over four hours.

USC: It was a planned floater.

MSC: It was a short notice floating holiday. The supervisor did not know until he came in that day.

USC: All the employee is asking for is the overtime and call time he would have been paid. If you look at the schedule, Brian was scheduled to do the work after the fact. There was a disconnect in the instrument scheduling.

MSC: The '93 Memorandum of Agreement does not support that this guy would be paid. There was a final schedule posted. Let us hold timely long enough to have a conversation with Linda Castro and the supervisor.

USC: The memorandum addresses scenarios where no penalties are paid, but penalties were paid.

MSC: Please provide us with any information you have to help investigate this.

09-80: Seniority and Transfer Language, 09-81: Mechanics Committee – Contracting out – T.O., 09-82: Mechanics Committee – Contracting out – TO, 09-83: MC – Contracting out – Notification after the fact, 09-84: Mechanics Committee – contracting out TO, 09-85: Mechanics Committee – Contracting out TO

MSC: Need third Step Meeting Date

09-87: USW Local 1097 – Reversing Grievance Settlements

MSC: We hear what you are saying, we just are not sure this should go on to third step.

USC: Our concern is that at first step when shop stewards go to work out issues with the supervisor and there is already discipline pre-determined. It's a frustrating process.

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MSC: When we have examples we can follow up on them, and that is why one of the grievances was granted. But making a blanket statement that it has been taken away is not a fair statement. We encourage supervisors to come in and discuss them if they are unsure how to proceed.

USC: We are talking about grievances at the first step.

MSC: We understand what you are trying to say. There are countless times that the supervisor takes care of the issues. There are times when the supervisor, if unsure how to proceed, will come in and talk to HR. It seems that we should have some conversations with supervisors so they understand that their hands are not tied. We just are not sure what part of the contract we are violating. Is this something we can take off the list to discuss with Mike Tompkins?

USC: We will discuss further at lunch.

09-88: Discipline – Written Reprimand

USC: This is a day when we had some icy roads and the employee was a seventeen minutes late in reporting.

MSC: This must not have been a first time problem.

USC: Acts of god like an icy road can not be predicted.

MSC: The employee had a letter of discussion prior to this.

USC: The reason he was late was due to road conditions. If you have an absentee problem it will show up.

MSC: Let us hold timely. We will look at it at lunch time. When we look at things like this, the employee would have to miss several days to get up to that level of discipline.

MSC: We looked at the weather conditions for that day, and they indicate that the conditions would not have been icy then. We spoke with the supervisor and superintendent and weather was not mentioned as a reason for being tardy.

USC: We still have an issue with the progressive discipline. If someone goes over their absenteeism and goes over the level they would have a verbal warning, then if it happens again they would have a letter of discussion, and then it would be a written reprimand. In the absenteeism policy there are different disciplines for absenteeism and for being tardy.

MSC: If you are at a verbal clarification for absenteeism you would not get one also for being tardy. There are minutes from 8/22/07 that talk about progressive discipline. The company feels that it made sense to move on to the next step of discipline.

USC: We want to talk to the grievant. Hold Timely.

09-89: USW Local 1097 – Attendance Policy

MSC: The Company is waiting for feedback from Leonard and Kent on the Attendance Policy draft.

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

MSC: Fact Finding Meeting Needed between Company and Union

USC: We would like Curt Ollila and Brandon Kent to meet with Ron Kramer and Kay Crist.

10-04: Scheduling over holiday period

MSC: USC Held Timely on 1/26/10.

USC: After looking at the schedule and information the shop steward provided, the employee was scheduled on A Crew Monday and Tuesday and then was switched to D Crew for Sunday. He needed to either be paid overtime on that Sunday or scheduled for a full week on A crew. If you are following a lettered crew, three days can be a full week but if you are being scheduled random shifts you need to be scheduled four days.

MSC: Did you consider Greg Bosch's response? The employee on special assignment asked to be put back to his regular shift which created a scheduling issue. The grievance is about scheduling to avoid paying holiday pay. You are saying if he had worked he would have gotten holiday pay for Christmas Eve and Christmas day.

USC: That Sunday should have been paid at overtime. He could have been left on A crew and let him observe the holiday.

MSC: What section of the contract does it violate? In the grievance Section 16, Item C was referenced, "The Company will not, solely for the purpose of avoiding the payment of overtime, change the day or days off of a regular (blue-slip) employee in a week in which a holiday specified in Section 14 occurs." That does not apply in this situation.

USC: The employee was being treated as a utility in this case. He should have been given four days.

MSC: We do not see a labor agreement violation but have asked Kay to join us to discuss it. When the employee asked to be back on shift, it moved another employee and the grievant. Also in scheduling we had to honor a relief employee who was taking a day off to day off vacation on B Crew.

USC: We feel the Sunday should be overtime because of the crew change.

MSC: The grievant was working the D Crew's days of work but just didn't work their night shifts he worked days.

USC: They still need to be paid a whole week. We realize that the employee coming back from special assignment. But the grievance also mentions a junior employee.

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MSC: We had to move the employee to B Crew to honor the vacation. The employee was working D Crews rotation and three days was a work week. He just happened to work days instead of nights because of a shift conflict. We just do not see a violation.

USC: We agree with this information. We withdraw this grievance.

10-05: Verbal for Attendance.

USC: An employee called in when his daughter in law was going in to the hospital. He called Kay and asked for a short notice DATV, and was referred to Becky Phillips who denied the request. This put him two tenths over in absenteeism which would not let him take an after the fact floater and he was disciplined by a supervisor. A way to resolve this at no cost to the company is to grant the employee his day off and take the reprimand off his record.

MSC: We will look at it further. Hold timely.

10-06: USW Local 1097 – Contracting out to Brawn Insulation

USC: Close to the end of the year, the company came through with some contracting out sheets. This work should have been done shortly after the outage. We feel that the planner waited until the end of the year and then needed to contract out because it needed to be done in the 2009 budget. We asked for a meeting of special consideration. We feel that this was poor planning and it was our work. The union is willing to take over the planning job. Should we move on to third step?

MSC: We want a chance to understand the grievance at this step. Usually on jobs this large we contract them out.

USC: There was six months for the work to be done in. This is work that is done by our workers.

MSC: What are you asking for to settle this grievance?

USC: The hours that were worked. We will move on to third step.

10-07: USW Local 1097 – Contracting out to Hamer Electric

USC: There was a job to replace the raceways at the secondary treatment plant and it was contracted out on the 7th of January. On January 21st maintenance was scheduled to do part of the job. Later they were scheduled again. We are being assigned work that is also being contracted out.

MSC: Are you saying this is because our maintenance manpower is under 185?

USC: Routine jobs are being contracted out and we have the skills here to do them. Independent contractors should only be hired when there is temporary overload.

MSC: To resolve this grievance are you asking for us to go back to 185?

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USC: That would not resolve this grievance. We are asking that the Company pay the man hours that were worked.

MSC: The last page of this grievance appears to be the same as 10-06.

USC: You are correct, pull the last page out of grievance. Hold Timely.

10-08: No call No Show

USC: An employee was scheduled to come in early on the night shift for a safety meeting and was given a no call no show when they forgot to come in. This was on the changeover day. Several employees missed this meeting because meetings are never scheduled this way on the changeover day.

MSC: We believe we removed the No Call/No Show from the three grievants. We looked up all three grievants and they had verbal verifications. There is a difference between no call no show and being late and calling in that you are going to be late.

USC: You have taken the absenteeism away. Employees were considered late, have a verbal warning and have to make up their safety meeting at no penalty to the company which means they would not have a call time paid.

MSC: Whenever training is scheduled it is the employee's job to show up.

USC: You should do most scheduling on the second day so the employee is able to come back and have a reminder about the meeting.

10-10 USW Local 1097 – Contracting out o Campbell Crane T.O.10-11: USW Local 1097 – Contracting out.

MSC: Need third step meeting date.

10-13: USW Local 1097 – Contracting out to Streimer Sheet Metal

USC: On the down on 5PM, we were told that we did not have the manpower to do the installation. A Paper Machine down is common, and does not constitute temporary overload.

MSC: There were some special skills involved in this work. Temporary overload is needed in our current work environment. With increased PM maintenance there are less people to do this type work.

USC: Move to Third Step.

10-14: Hours of Work

USC: When this employee was hired he was told that his shift would be from 3-11 pm. Recently, he was told that he would have to work 3pm to 11:30pm. Day shift is defined as days 7 to 3:30 and swing shift 3 to 11pm. They are asking to be moved back to their original work times.

MSC: When do they take their lunch?

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USC: They take their lunch on the fly.

MSC: Does the company have the right to change your schedule? These workers are day workers who do not eat on the fly.

USC: They are day workers because of the eight hours a day five days a week but they do not fall into day worker shift times. We have day shift workers in the same shop that eats through their lunch.

MSC: Is there a way to meet in the middle? The truck shop employees work 3 to 11:30 without a paid lunch.

USC: We would like to hold timely while we talk to these employees so we can see what they were told when they were hired and what was in their offer letters.

10-15: USW Local 1097 – Violation of Maint Headcount agreement

MSC: Need third step meeting date.

10:16: USW Local 1097 – Contracting out to Thyssen Krupp

USC: 6PM elevator was having problems. They called Brian Michaels to look at it. No one else could come in. They called in Thyssen Krupp and Michael's ended up timing out. The only person who has a license to work on the elevator was on vacation. They brought in Thyssen Krupp in the following Monday, Tuesday, and Friday. Brian asked his supervisor if he could go see the resolution to the work, and they finally had him go down on Friday. The individual on vacation returned to work Monday also, but was not used.

MSC: They attempted to call in an elevator trained employees. Brian came in but asked for additional help. No one else would come in, so Thyssen Krupp was called in.

USC: That is not the issue. The issue is that they were brought in at a later date without notifying the employees that they were there. They should have had the employees knowledgeable about the elevators work with them.

MSC: From our perspective, bringing in Thyssen Krupp in for additional days is a continuation of the same issue.

USC: And we should have utilized the training by having our guys work with them.

MSC: You are asking for the employee's to be made whole? Could you identify how many hours our guys were needed? We needed Thyssen Krupp to identify the problem because our guys couldn't identify it. What out of the work we contracted could our guys have done?

USC: It is part of the learning process to learn how to identify the problem, what parts would be ordered and how to replace them.

MSC: We do not believe there was a contract violation.

USC: Hold timely.

10-17: Written Reprimand for Attendance

USC: An employee was called in to talk about attendance record for missing a day when he was sick. The employee received a written reprimand, and did not get holiday pay. There was no consideration given to work history.

MSC: If you called in at 7:43 and your shift started at 6, at what point does it become a No Call No Show?

USC: If someone blatantly misses work without notifying anyone that is a no call no show.

MSC: The Company has drawn a line that no call no show is at the start of the shift. If you do not call before the start of your shift it is a no call no show.

USC: We do not agree with your definition of a no call no show. Your policy states all the things that would be taken into consideration, including work record and past history. A written reprimand caused the employee not to get his P-Pay. We are asking you to follow your own policy.

MSC: We need to discuss this further. Hold timely.

10 -18: Scheduling in Kraft Mill

USC: Hold timely.

10-19: Holiday Week Work Schedule

USC: Hold timely.

10-20: PM7 TAD Fabric Call Ins

MSC: The Company has requested what provision of the Labor Agreement has been violated.

USC: Several employees from 7PM were eligible for call-ins but were not called in during a fabric change.

MSC: There was a TAD fabric change. A number of employees were called who were qualified to do a TAD Fabric change, but did not call the people on the incoming shift because they would end up timing out. We will talk with Tony Benson to find out more information. Hold Timely.

USC: TAD fabric changes never take longer than 4 hours and departmental employees should be used before outside employees.

10-21: Scheduling

USC: Instead of calling in a case packer adjuster they called in a wrapper bundler. This is similar to 09-12

MSC: If there is need for help they will bring in the best person for the work. This means it is not consistent who is called in but is based on need.

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USC: Hold timely until 09-12 is resolved.

10-22: Reprimand

USC: When 6pm had a fire the shift manger asked the grievant to go down to that area. One of the operators had him come in to do something, but left. The grievant sat down in a chair to wait for the operator and dozed off for a minute. The day supervisor gave him a written reprimand for that.

USC: The employee is asking to have the reprimand removed from his file.

MSC: He was reprimanded for falling asleep and not working as directed.

USC: The employee was working for four different managers.

MSC: Hold timely until we can research it further.

Agenda Items:

Mutual Agreement – Removal of Employee from Position

USC: We agree to the mutual agreement terms offered by the Company in removing this employee from their position.

Set Ups – See SC Minutes 5/19/04

USC: Shared minutes from the Standing Committee of 5/19/04 where the use of Special Assignments/Out-of-Bargaining Unit work was discussed.

Bump Letter 31TT

MSC: Issued a draft of a bump letter for employees on 31TT given current plan to shut the machine down by the end of March.

Extra Work List

USC: We would like layed off employees be called for the extra work.

MSC: Employees have the right to sign up for this work.

USC: In the past we've always called in layed off workers first.

Grievance Processing

MSC: The Company expressed concern that record keeping with respect to grievances was less than accurate.

USC: We are aware of the issue and we are addressing it.

Freeze

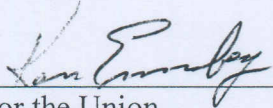
JSC: The name of an employee desiring a medical freeze for the Company's consideration was discussed. The Company would need updated medical documentation by the attending physician indicating that such consideration would be advisable.

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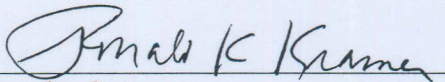
Unused Vacations

USC: These employees will need to be scheduled for vacations. They cannot have their vacations paid to them. DATV balances must be used up prior to the end of the vacation year. We do not support paying out vacations.

Meeting Adjourned.



For the Union



For the Company