

Standing Committee
February 18, 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

JSC: Both

Mike Tompkins joined the meeting to talk about the mill's progress for 2009. The mill has been doing well at maintaining a good safety record, if 45 safe days are reached, there will be a product handout. #5PM will be undergoing a two week curtailment. The paper they would use will be sent to the Halsey Mill so that they can meet their orders. Towel is running well, with #6PM running full. Mike Tompkins will be starting small town hall meetings held with representatives from across the mill to discuss the 2009 Wauna Safety Action Plan and the 2009 Wauna Manufacturing plan and ideas on what could be standing in the way of achieving those goals. Mike Tompkins left after the meeting.

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: Tim Ellsworth is reviewing the grievance.

08-43: Phone Contractor Work, 08-65: Pension Pay,

MSC: Third Step Meeting Needed.

08-76: Final Rate Property Protection Rep

MSC: Job analysis meeting was held. The job was moved up a half step retro to July 22, 2004.

08-78: Contracting Annual Shutdown Work

MSC: Part of this grievance is to upgrade the notification process. The IT department will be asked to make it electronic with the Mechanic's Committee working out the process.

08-80: Attendance Policy

MSC: We understand why the grievance has been filed. An employee is hurt and out on leave, all one event, no returning and leaving again. They exhaust their twelve weeks FMLA, and then use up their 24 weeks of S&A. Under our current absenteeism policy that absenteeism rate would continue to go up. We would like to keep our Absenteeism Policy Intact. However, we understand your concern for employees who are out long term using up all of their FMLA and going right into S&A. Therefore, in settlement of

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this and related grievance 08-100 we will not hold these employees responsible beyond the percentage of absenteeism they had when they went out on medical leave.

Example: An employee goes out with a 1.8% absenteeism rate. They exhaust all 12 weeks of FMLA and 24 weeks of S&A. The employee would come back at a 1.8% absenteeism rate.

USC: We will have Patsy Rudat work with you to see the application of this new policy and that will resolve these grievances.

08-81: Premium Pay, 08-82: USW Local 1097 – Vacation Allotment, 08-85: Job bid, 08-89: Discipline

MSC: Third step meeting needed.

08-86: USC Filling Vacancies

MSC: We are wondering the status of this grievance. We have checked the areas in question and think the problem is resolved.

USC: Each of the positions is being filled continuously by different people, not by one person for the whole period of time. These should be made permanent positions.

MSC: Hold Timely.

08-87: Mechanics Committee - Equipment Removal, 08-88: Local 1097 – Contracting Out

MSC: There was a company proposed settlement but have not gotten word back.

USC: The union rejects the proposed settlements and will be moving grievances on to Fourth Step.

08-90: Local 1097 – Mechanics Committee, 08-91: Local 1097 – Mechanics Committee – Call Time – Shift Changes

USC: Request move to fourth step.

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

USC: Held Timely – Additional documentation needed?

08-96: USW Local 1097 – Benefits during disciplinary Lay Off, 08-97: USW Local 1097 – Disability Retirement Health Benefit Premium, 08-98: USW Local 1097 – Return to Work Release, 08-108: Scheduling Employees 16 Hours, 08-113: Failure to Provide

MSC: Union has requested 4th step hearing, company would like these heard at third step level.

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08-100: Attendance – FMLA Exhausted

MSC: We understand why the grievance has been filed. An employee is hurt and out on leave, all one event, no returning and leaving again. They exhaust their twelve weeks FMLA, and then use up their 24 weeks of S&A. Under our current absenteeism policy that absenteeism rate would continue to go up. We would like to keep our Absenteeism Policy Intact. However, we understand your concern for employees who are out long term using up all of their FMLA and going right into S&A. Therefore, in settlement of this and related grievance 08-100 we will not hold these employees responsible beyond the percentage of absenteeism they had when they went out on medical leave.

Example: An employee goes out with a 1.8% absenteeism rate. They exhaust all 12 weeks of FMLA and 24 weeks of S&A. The employee would come back at a 1.8% absenteeism rate.

USC: We will have Patsy Rudat work with you to see the application of this new policy and that will resolve these grievances.

08-104: USW Local 1097 Mechanics Committee – Call Time – Shift Changes, 08-106: Call Time – Shift Changes per Week

USC: Request 4th Step Meeting.

08-110: Safety Jacket Recognition

MSC: Grievance resolved. December 31, 2008 was the cut off for eligibility for Safety Jackets.

08-111: Progression Ladder Seniority

MSC: Mediation set for April 9, 2009

8-114: #7pm – Call In

USC: We understand that there was no overtime paid. We will drop the grievance but want to make sure that the Safety Aspect is also addressed. Employees who do not have enough training should not be working in those areas. We would like to refer the matter to the Wauna Safety Council.

08-116: Local 1097 Mechanics Committee – Contract Work

MSC: This was work that was planned for the June 2008 outage, and reviewed it for the June Outage but the work was delayed. We brought the contractors back in at a later time to do the work. We realized that the work hadn't been reviewed and asked them to stop until we could go through that process.

USC: We are grieving that this is not a case of temporary overload. There is not a backlog of jobs for the Paper Machine E&I department.

MSC: What are you asking for, to be paid the same amount that was paid the company? Have you read the Maintenance Staffing Agreement? The intent of the agreement was that we would get away from these types of agreements?

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USC: Why would you not utilize the maintenance workers instead of bringing contractors in to do the work?

MSC: Why are we continuing to have the grievances? It does not feel as if this group is following the agreement.

USC: We abide by the agreement, but if you continue to do it again, the agreement doesn't cover that.

MSC: No, the agreement was really for ongoing. We stopped the work and nothing has been done. We have a completed review date that has the wrong estimated completion date.

USC: Doing the work seven months later is not temporary overload. Do you intend to have us finish the work?

MSC: To install the sensors, it would have to be done on cold outage. There is some prep work that we had EC doing that could be done by our guys. We just want it understood that we cannot guarantee that our guys could do the work during the Cold Outage.

USC: We will withdraw the grievance with the understanding that during the cold outage that this is what temporary overload is about. Our guys will do the prep work.

09-04: Overtime Scheduling for Vacation Backfill

MSC: The language that the grievant is looking at is found on page 16 of the Labor Agreement, paragraph C. We moved the people to cover vacancies for the full week, not to solely avoid paying overtime due to the holidays. Some people got overtime on those holiday days. We do not believe the grievant would have gotten the overtime due to the scheduling process.

USC: Is it normal to make a senior move for a week?

MSC: It is not the normal process, but we have the contractual right to make a senior move for a week.

USC: What is the reason for the senior move for a week?

MSC: An employee was moved to cover a four day absence.

USC: The employee on vacation had his vacation moved.

MSC: His vacation was lengthened which is normal. The employee got two extra days of vacation.

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USC: The grievant was ok? According to department guidelines senior moves cannot be less than two weeks.

MSC: The actual coverage issue was for Monday the 22nd. We could have moved up and covered the time without overtime. Instead we moved the employee to another crew which still gave them work on the 24th and 25th, and extended his vacation from 12 days to 14 days. Either method we would not have had overtime on Christmas Eve or Christmas Day. Scheduler confirmed that people were moved for the purpose of avoiding overtime.

USC: But there was overtime during the week. We need to see the seniority ground rules for the department.

MSC: We have not been able to find the department scheduling guidelines. Hold timely until this can be found.

09-06: Call Time – Shift Changes per week

MSC: Move to 4th Step.

USC: We will send the fourth step letter.

09-07: Local 1097 – Contracting Out

USC: This is where we had contractors in to hook up a generator. In the process of doing that, additional work was needed that was not reviewed. Every down we hook up a generator there for the mill. Additional electricians should have been moved to the job.

MSC: We had one of our employees working with them. We are not arguing that we have the skills on the mill to do that work. They brought the generator in, and we had our guy come to do the work. They worked together to hook it up.

USC: Was the contractor directed by management to hook up the work? If so that is a violation.

MSC: Do you have a proposed settlement?

USC: We would like the Paper Machine E&I crew to receive one hour of pay.

MSC: The converting E&I crew would have been doing that work.

USC: We are agreeable to paying the electricians in Converting the same amount.

MSC: We will consider it and let you know.

USC: We have determined that there are twelve electricians that should be paid, one hour each.

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MSC: How about splitting the difference and pay six of them an hour?

USC: No, each of them should be paid. We will move to third step.

09-08: Overtime

USC: We are sending the grievance back to first step.

09-09 – Respirator Policy

USC: We are grieving the Respirator Policy. In the OSHA policy it states that there has to be a seal. The respirator is requiring that employees be clean shaven.

MSC: That is not correct. Some facial hair is allowed as long as it does not interfere with the respirator.

USC: Our policy is a lot more drastic than OSHA policy. When is it supposed to take effect?

MSC: The twenty third.

USC: The people in the Kraft Mill that have jobs that make them required to wear SCBA, believe that the hooded type masks are a better fit for their work environment. The Hooded type will allow them to wear their glasses, and would not have to shave their facial hair. We ask that this be referred to the WSC to have them look at it.

MSC: We are not sure that a grievance is the right method. We think you have the right approach by taking it to WSC.

USC: Hold Timely until WSC can review it.

09-10: Local 1097 – Schedule Changes

MSC: This will move to fourth step.

09-12: Scheduling

MSC: The grievant is an adjuster for ABT. A case packer operator was scheduled in to be an extra person to assist in a changeover. The grievant believes that an adjuster should be brought in.

USC: This is extra work and should go by seniority. The only time you call in a case packer operator is to fill a vacancy.

MSC: We do not agree that this is extra work.

USC: This has traditionally been offered to the senior person on the crew, and the overtime should have been offered where the work was needed.

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MSC: We will hold our position based on page 15 of the labor agreement, paragraph B. If the union comes forward with any other documentation, we will consider it.

09-13: Failure to Provide Pay

MSC: This is the same as grievance 08-81, there is a grievance for a call time and a penalty for failing to provide work.

USC: This is a little different. The grievant was on a day off, so it falls under a different provision in the labor agreement.

MSC: It is the same argument for either of the grievances; we need a determination for 08-81.

USC: Hold timely

09-14: Overtime

USC: The employee was scheduled as a junior third hand, and was scheduled four hours over in the morning to cover an employee. The employee was told that the other employee was in the position, so they were going to stay over and work the four hours instead, and the grievant was asked to go home. The grievant is asking to be paid for that time.

MSC: If an employee is moved up for one shift, if the next person calls in for the next shift, wouldn't the person who was moved up cover the shift?

USC: The move up ends at the end of the shift. The grievant was scheduled for the four hours overtime. If the grievant, who was moved up had gone home, and the other employee had gone home, the grievant would be in trouble for absenteeism because he was scheduled to work.

MSC: We are willing to pay the grievance with the understanding that we are doing so because it was on the schedule. If it had not been scheduled we would have given the overtime to the other employee. We will pay the overtime and a call time.

09-15: Failure to Provide Work

USC: This was the black liquor incident. They asked employees to volunteer to go home as they needed three operators. The grievant is asking for failure to provide for volunteering to go home. The manager states that they did not tell anyone that they needed to have three people. If that had been the case they would have called people off at home. Based on this, we withdraw the grievance.

Agenda Items:

Safety/Security Organization Proposal

Jim Cochran spoke to the committee to explain the new proposed changes to the Safety and Full Time PEO organizations. The changes are to address the need for resources out

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in the mill, to provide proper safety focus. The primary concern after employee's safety is to protect the Company's assets. The Company is also trying to improve the training. The proposal includes five area Safety Coordinators. They would be responsible for the following areas; The Paper Machines and the Pulp Slab, North Converting and Shipping, South Converting, Maintenance along with Stores and The Warehouses, and East Side. The proposal also includes increasing the number of full time PEO employees to four positions making them non Union Hourly because they would be taking on the Security Rover function. By adding the Security Function it would make them ineligible to be covered by the Bargaining Unit. The final part of the proposal is to increase the PEO Volunteers from approximately 47 to 80. They would also pay the volunteers fifty cents per hour for all the time worked, not just when training or out on a PEO call. This extra rate would not be paid for overtime rate.

USC: We actually see this as two separate proposals. We support the five safety coordinator positions. If you made the full time PEO people non-union, they would still be performing Local 1097 work. We also need to look at the responsibilities of the safety coordinator positions. We are concerned that you will not get the most senior qualified due to the risk in the future of job elimination.

MSC: This is not a temporary situation. We will be investing money in training them. This is an opportunity to address areas of need if we can come to alignment over the positions.

USC: We will discuss the five positions and determine the best way to proceed. Our position on the existing full time PEO positions is that is Local 1097 work under Section One of the contract. Under Section Two you do have the right to eliminate those positions but they would still be doing Local 1097 work.

MSC: This change is in response to providing emergency response seven days a week. To become more effective, the full time PEO and Security functions need to be combined. This proposal would align us with other GP facilities. Under NLRB if security functions are combined in, they cannot be part of the bargaining unit.

USC: Why couldn't the Shift Mill Managers do the security work?

MSC: The Shift Mill Managers would be back up to the full time PEO position. If we have them do that job, there will be not back up for incident response.

USC: Why not hire an additional hourly person to cover the fourth position? We will consider both and will let you know.

Annual Maintenance Down Blackout Dates

MSC: At this time the vacation blackout dates are scheduled to be weeks of June 8, 2009 and June 15, 2009 for Maintenance, Stores, Utilities, Kraft Mill, 6&7PM, Shipping and Additives. Restrictions start on Monday and end Sunday. The outage is scheduled to go

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down June 7th and come back up on June 17th. For 2010 outage the vacation blackout dates will be the weeks of May 17, 2010 and May 24, 2010.

Crane Operator's Pay

USC: This is for the employee who was asked to standby at home in case they needed a crane operator. We did not file a grievance because we thought it would be handled.

MSC: We approached the supervisor and he did not know anything about it. We just need to know who the company person was that called him. Double check with the person and make sure who he spoke with and let us know.

1&2PM Rate of Pay

USC: According to the guys on 1&2PM, none of the employees who have a higher rate of pay for working on both machines have a signed blue slip. One of the employees is being paid a lesser rate of pay on sickness and accident and this needs to be corrected.

MSC: The Company will agree to blue slip the highest position at the higher rate, from here going forward.

USC: We will look into 08-27. Part of that grievance has to do with scheduling a 5th hand when one machine was running. We will talk with the grievant.

MSC: We will do this from today going forward, we will not go back.

USC: We accept the higher rate of pay from today going forward.

Near Miss Letter

MSC: The Wauna Safety Council (WSC) is asking to have a positive letter about the near miss program from the union president and mill manager go out the employees.

JSC: We would like to see the near miss program continue on, that there is no discipline involved and would like to thank the employees for near miss reporting. We notice a positive change in our safety program as a result.

Vacationing out/Retirement

MSC: The employee has more time than can be carried forward in his bank. On a non precedent setting basis, for this one time only, we agree to let him vacation out.

USC: The employee has two weeks he is asking to tag onto the end of his vacation. What about paying him for those two weeks on a non precedent setting basis?

MSC: We will have to look into this and see what we can do.

Employee Discipline/Files

USC: The employee's disciplinary period is ending and wants to make sure the paperwork is removed from their file.

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Standing Committee Minutes from January 21, 2009

USC: We have a couple of corrections and will get them back to you.

Bonafide Reason EAS

USC: employees who are still showing personal business as the reason for absence during the bad weather.

MSC: They should go to their supervisors.

PM 5 Call-in Sheet for Job Vacancies 02-16-09

The Standing Committee reviewed the proposed changes to the Call List Procedures for Paper machine #5. The changes include the following; For Machine Tender or Back Tender vacancies, after the Mate to Mate is called, the next step is the Senior Machine Tender even for Back Tender Vacancies, Also, For Operator vacancies, after the operator positions are called for the specified days, it goes to the Senior Machine Tender and Back Tender, not "Call Anyone" as the old version stated. For extra work vacancies, Machine Tender and Back Tender were added to the list to ensure they get called.

USC: We would like to make sure that everyone on the crew has been talked to about these changes. Paul Burgher said he would work the issue with Mark Carlson.

Discipline Removal

USC: In October 15, 2008 Standing Committee minutes. The first part of the discipline should have been removed and it hasn't been.

MSC: We just do not know all the details of the situation.

USC: The employee's have both done everything they were supposed to do. In the minutes from October 15th, the company states that they will remove it if he did his requirements.

Black Liquor Spill

USC: We just want to make sure that employees who were called at home and told not to come in were all paid a failure to provide.

MSC: Why would we pay them? The Labor Contract on Page 16, Section 17 Part A states "In case any employee reports for work having been schedule or ordered to report for such work, unless notified not to report before leaving home for work, and then no work is provided, he shall receive an allowance of three (3) hours pay at his straight-time rate for so reporting" We feel that section A applies to this situation. We will need to research section B further.

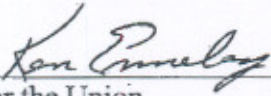
Tugs Twix Card

USC: Are we required to have a Tugs Twix Card for anyone entering the mill since we have received money from homeland security?

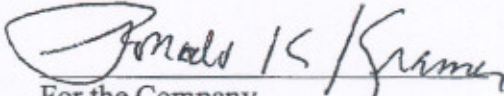
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MSC: We do not know what a Tugs Twix Card is but we can refer the matter on to the area supervisor.

Meeting Adjourned.



For the Union



For the Company