

Standing Committee

March 15, 2010

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

MSC: Erik Wilson, Ron Kramer, Shawn Wood, and Ian Dieter

**Grievances:**

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

MSC: Arbitrator Dorothy A Fallon selected – on hold, union to propose settlement.

**08-65: Pension Pay Maximum Cap**

MSC: Arbitration has been awarded.

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

MSC: Arbitrator Burton White selected. On hold during negotiations.

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

MSC: Arbitrator James A Lundberg selected – On hold during Negotiations.

**09-12: Scheduling Overtime**

MSC: Fourth step answer dated 3/1/10.

USC: This will be moved on.

MSC: The Company will expect written notification.

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

MSC: Fourth step answer dated 3/1/10.

USC: We are accepting payment at the first step.

JSC: Grievance resolved.

**09-43: Schedule Change, 09-63: USW Local 1097 – Benefits Premium**

MSC: Fourth step answer dated 3/1/10.

USC: We are withdrawing these grievances on a non-precedent setting basis.

**09-45: Jurisdictional Work Dispute,**

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

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

MSC: Fourth step answer dated 3/1/10.

USC: We are moving these on.

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**MSC:** The Company expects written notification.

**09-60: Salaried doing B.U. Work**

**MSC:** USC held timely on 2/17/10.

**USC:** We will discuss this grievance during the lunch break.

**09-62: Local 1097 Mechanics Committee - Jurisdictional Dispute,**

**MSC:** USC held timely on 1/26/10.

**USC:** In the past there was an agreement that if something had a hinge then operations could do the work. It was used as a dividing line of work. We should have general guidelines to determine if maintenance or operations should do the work.

**MSC:** Many operations employees have the skills and training to work on equipment beyond having a hinge. It is all Local 1097 work.

**09-64: USW Local 1097 – Lay off Pool**

**MSC:** Fact finding at Step 3. Company waiting for names of affected employees.

**USC:** We are still going through our records.

**09-69: Written Reprimand**

**MSC:** Sent back to first step. Company answered through Mike Bouse.

**USC:** The employee was relieved about 8 minutes before the salaried employee found the employee. There used to be an agreement if not at their workstation asleep would not write it up.

**MSC:** A response was sent via interoffice mail to Mike Bouse. Hold timely until the response can be found. If it cannot be found, the answer will be reissued by the immediate supervisor.

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

**MSC:** Resolved. Summarize agreement for SC Minutes.

**USC:** We are going back to how it was originally done. The employee and supervisor need to come to an agreement. Supervisors were given talking points to gain understanding.

**MSC:** The employee would make a request to their direct supervisor who will determine if it is a need or want. Then the supervisor would take the request to the superintendent for approval. This will be determined case by case and must warrant unique circumstances.

**USC:** We will share the talking points with employees in discussion format.

**09-75: Attendance**

**JSC:** This grievance has been resolved given the fact that the employee's attendance record was adjusted to reflect excused time off through the entire duration of her medical leave of absence.

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**09:79: Overtime**

**MSC:** Ian Dieter met with Linda Castro, Len Langley and Ross Procter to review the Memorandum of Agreement. Looking at past grievances, the memorandum of agreement does not seem to apply because all grievances were swing shift or graveyard vacancies. This grievance was a day shift vacancy. It isn't clear how day shift vacancies could be filled without additional cost using the Memorandum of Agreement.

**USC:** When a shift electrician or mechanic has an absence, traditionally a day worker fills for the first 8 hours. If overtime is incurred it goes to the job classification.

**MSC:** Based on that, this agreement would not apply. It pertains to calling in people on their day off.

**USC:** Why doesn't it cover this situation?

**MSC:** The memorandum of agreement came as a result of three grievances in 1993 which all had a shift differential involved. This would only be used if covering without additional cost.

**USC:** If a tour worker is scheduled to work their day off on day shift, the company does not pay a call time. In this instance, the schedule came out and the grievant was not scheduled. At 6pm after the day shift was already worked, he was added to the schedule. He's asking for a call time, and the overtime that he would have been paid for working the shift. Why was it added to the schedule at 6pm after the shift?

**MSC:** How does this agreement apply to this grievance?

**USC:** There was a call time paid. On a short notice floater and employee can find their own coverage. Once the company paid the call time, it was not extra. If the agreement had been followed, the company would have saved money.

**MSC:** That is not how we read it. We should have used a day worker to cover for the 8 hours.

**USC:** The options in the memorandum were not followed.

**MSC:** We will discuss at lunch.

**MSC:** We discussed at lunch. In full settlement of this grievance, we offer to pay the grievant three hours for failure to provide because he was put on the schedule.

**USC:** You are not considering that overtime should be paid in the job classification in which it occurred? Why would it be different scheduling a tour worker and tour mechanical person?

**MSC:** They are scheduled differently because of the memorandum of agreement. Prior to the memorandum we used day workers to cover the shift workers. The shift workers felt that some of that overtime should be theirs. This memorandum was developed to address that. In this case because his schedule was changed at some time, we offer to give him the failure to provide.

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**USC:** He was scheduled for that day after the shift occurred.

**MSC:** That isn't very clear.

**USC:** The schedule came out at 6pm after the shift occurred.

**MSC:** We should have covered with a day shift worker.

**USC:** But you actually covered by holding one guy over.

**MSC:** Yes, until we could find a day shift worker to cover it.

**USC:** You held the night shift over 3.5 hours and then held over the day shift worker. Hold timely.

**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:** Third step answer issued on 3/5/10.

**USC:** We are moving on to fourth step.

**MSC:** We will expect written notification.

**09-87: USW Local 1097 – Reversing Grievance Settlements**

**MSC:** USC Held timely on 2/17/10.

**USC:** We would like to continue to hold timely until we see how the talks with the supervisors go.

**09-88: Discipline – Written Reprimand**

**USC:** We originally thought the reason for being late was weather. In fact it was a tire that was low, the employee aired it up in the morning and it went flat while driving in to work. We believe he was 17 minutes late, and there was no other evidence of disciplinary action in the past. The supervisor could have looked at it and made the determination. We should have looked at this instance at face value because he is not habitually late.

**MSC:** We sent you an answer regarding the specifics of this case. The grievant was issued a Verbal Verification for attendance on 1/27/09 and a Letter of Discussion for Attendance on 3/16/09. The Company is not aware of any extenuating circumstances that would have mitigated moving on to a Written Reprimand in this case where the employee was late reporting to work on 11/27/09 and it required a fellow employee be held over. The discipline issued was progressive, proper and just. We could follow up with the supervisor to see if they felt that he was required to give a Written Reprimand. We will discuss further at lunch. Hold timely.

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**MSC:** We discussed at lunch. We do not have a change in our answer. We remind the USC that this is a no fault attendance policy.

**USC:** Hold timely.

**09-89: USW Local 1097 – Attendance Policy**

**MSC:** The subcommittee worked on the Wauna Mill Attendance Policy on 3/5/10. Results of their work will be reviewed later in this meeting.

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

**MSC:** Paul Burgher and Brandon Kent discussed with Kay Crist and Ron Kramer. The Company's position is that given the work was curtailed rather than positions being eliminated, wage rate retention is not applicable.

**USC:** We will discuss at lunch.

**10-05: Verbal for Attendance.**

**MSC:** MSC held timely on 2/17/10.

**USC:** We talked to the grievant about this situation. After the supervisor's response they wanted detailed information. The employee referred to this as an after the fact, but really meant to say short notice. The employee had conversations with the scheduler and supervisors to explain the situation he was in. At no time was a solution offered to the situation. The employee does not have a history of this and only got a verbal warning. We should be able to remove that from his record. The confusion for the employee was that he kept calling it an after the fact instead of short notice. If you talk to that many people and everyone knows that something is going on, there should be some effort to work with the employee. It does not cost money to the company; we are only asking to have the verbal taken off.

**MSC:** We will discuss this further at lunch.

**USC:** We are only talking a few days of notice that the employee had due to the circumstances involved. We should consider what we would do in this situation.

**MSC:** This was only a verbal clarification. The grievant knew before taking the day off that he would be held accountable for the day off. He also did not have any floaters left to use for such situations.

**USC:** You cannot hold it against an employee for not saving floaters for family emergencies. We will move on.

**10-06: USW Local 1097 – Contracting out to Brawn Insulation, 10-07: USW Local 1097 – Contracting out to Hamer Electric**

**USC:** We are moving on to third step.

**10-08: No call No Show**

**USC:** We believe this should be considered resolved.

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**MSC:** There were not any no call no shows issued, but the employees were issued verbal clarifications.

**USC:** Their attendance was docked, but a no call no show was not issued. This had to be a big issue because of the number of people attending the training and the meeting being scheduled between their day shift and their first night shift. This should be fixed. Hold timely until we address the attendance policy

**10-10 USW Local 1097 – Contracting out o Campbell Crane T.O., 10-11: USW Local 1097 – Contracting out.10-13: USW Local 1097 – Contracting out to Streimer Sheet Metal**

**USC:** We are moving these grievances on.

**10-14: Hours of Work**

**USC:** The employees were told that that was the shift they would be working.

**MSC:** The hours we told them are correct. They should not be treated differently than the day workers at the Mill.

**USC:** When they were hired they were told different hours. They have been working those hours since approximately 1982.

**MSC:** The Company has the right to change the hours they work.

**USC:** They are contending that 3pm to 11pm is swing shift not 3pm to 11:30pm.

**MSC:** We hold our position on this.

**USC:** We will move on to third step.

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

**USC:** We are moving on to fourth step.

**MSC:** The Company reminded the Union of the change in Wauna's asset base since 5/30/07.

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

**USC:** The Grievant was called in Friday night. He asked for more help. They ended up calling in Thyssen Krupp. Thyssen Krupp came back in the next morning and then came in again on Monday, then came in again on Thursday. We are contending that a contractor was brought in because they couldn't get anyone else to come in. On Monday we have a person that works with elevators. The guys who do work on day shift asked to be scheduled with Thyssen Krupp. They were not scheduled to work with them until Thursday. This is experience they need. The employees are asking to be paid for the hours the contractors were here.

**MSC:** We couldn't get our employees to come in and work on the issue so we started working to get Thyssen Krupp in. Brian Michaels called back to the clockroom and came in so we held off on bringing Thyssen Krupp in. We had some mechanical workers on the job also. When they could not get the elevator to run, the employees requested help from Thyssen Krupp. This was

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on the next shift and the new Shift Mill Manager on duty thought notification had already been done and brought in Thyssen Krupp.

**USC:** We can understand that on the first day. But why were our guys not scheduled to work on the additional days with them when they were asking to work with them?

**MSC:** We are not sure why they weren't scheduled. There may have been other jobs they were needed on.

**USC:** Do you have a counter proposal?

**MSC:** No we do not.

**USC:** We will move on to third step.

**MSC:** The Company does not believe there was a Labor Agreement violation.

**10-17: Written Reprimand for Attendance**

**USC:** The employee was sick and did not call in to work because he overslept due to the over the counter medication he took. He received a written reprimand and no holiday pay.

**MSC:** The employee was not penalized for being sick, but rather because he did not call in per provisions of the Labor Agreement and Attendance Policy. We have to be careful that we do not treat a standing committee member different than any other employee in the mill.

**USC:** We will discuss further at lunch.

**USC:** Would you consider covering the employee with a floater for Thanksgiving Day?

**MSC:** If the call in had been timely we could look at that. But the call in was not timely.

**USC:** If an employee goes to bed and is not feeling good and is unable to call in timely. This is an example of the supervisor refusing to talk about it with the employee about this. There was not a first step. The first step is non-precedent setting.

**MSC:** There was no first step in the attendance policy or in the grievance.

**USC:** There should be a discussion at first step.

**MSC:** Looking back at the previous minutes this was not brought up.

**USC:** There was no discussion with the supervisor.

**MSC:** Was there union representation with the grievant in the meeting?

**USC:** No, the supervisor said it was cut and dry.

**MSC:** We will discuss further with the supervisor. Hold timely.

**10-18: Scheduling in Kraft Mill, 10-19: Holiday Week Work Schedule**

**USC:** This is about taking a person off special assignment and being put back on normal shift simply to get paid the holiday. Is the employee out of the bargaining unit when they are on special assignment and receiving a rate that is higher than he should be paid as part of the bargaining unit. There were three employees who followed lettered crews. If someone was working outside of the bargaining unit and comes back in just to get the holiday pay we need to discuss it further.

**MSC:** You understand that the employee wanted to work back on his regular schedule. The employee demanded to be put back on their schedule which created a ripple effect to others in the department.

**USC:** They were given the holiday as a day off and did not work it. The employee stayed on regular shift after that?

**MSC:** The employee did not go back on special assignment.

**USC:** Hold timely.

**MSC:** While on special assignment they make the highest rate in the ladder.

**USC:** So the employee was out of the bargaining unit.

**10-20: PM7 TAD Fabric Call Ins**

**MSC:** Third step answer issued on 3/5/10.

**USC:** We understand that you offered to pay one eligible employee left off the call in list? We do not understand why no effort was made to call in employees from the incoming shift.

**MSC:** It isn't required by the mutually agreed upon ground rules and management was worried about the employees timing out.

**USC:** By the time they would have been in, that wouldn't have been a problem. Working more than four hours on a TAD fabric change, that does not usually happen. People in the department should be used to doing that work.

**MSC:** What time did they start calling?

**USC:** Around 10. If this is the position of the company, we hope you will not call in employees to have four hour meetings before the start of the shift. We were still calling employees at noon. When the machines were brand new it may have taken four hours to change a fabric. When the staffing was reduced it made it unable to change the fabric with the crew on shift.

**MSC:** We did not violate the labor agreement or the ground rule.

**10-21: Scheduling**

**MSC:** USC hold timely until 9-12 is resolved.



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**USC:** This will be moved on to fourth step also with 9-12.

**10-22: Reprimand**

**MSC:** MSC held timely on 2/17/10.

**USC:** 10/17/09 there was a fire on #6pm. The on shift instrument tech was there and was being directed by shift manager, machine crew, and his electrical supervisor. The employee was in the control room and was told to wait while operations went and did something. The employee sat in a chair and fell asleep while waiting for further instructions. The electrical supervisor found him asleep. There is a difference between sleeping and dozing off. Sleeping is intentionally trying to sleep. Dozing off is not intentional. This happens occasionally by accident.

**MSC:** In this case there was a hectic situation going on. When the electrical supervisor came in they checked with the shift mill manager and discovered that there were repeated unanswered calls to the instrument tech. They were asked to go up to #6pm to help by doing one job, and then the employee was asked to go participate on another job helping someone. The electrical supervisor found the employee asleep in the control room.

**USC:** We will discuss this further with the grievant. Hold timely.

**10-23: Drug Screen**

**USC:** The employee was moving trains down to the airstrip with the old heavy dumpsters. Some of them fell off the train. He was given a drug test for this. The drug test was supposed to be given as a result of an accident. There was no damage to the dumpsters.

**MSC:** We do not know if there was damage. The employee did not report the incident and the supervisor found out from someone else.

**USC:** It was entered into TRAX at 3pm. What basis was the drug test administered?

**MSC:** Post accident.

**USC:** What is an accident? Is there a certain dollar amount to determine it?

**MSC:** No.

**USC:** Where do you draw the line? If someone drops something would they be administered a drug test? This was scrap metal being taken to the air strip. When the shop steward took the grievance to the supervisor the supervisor did not read it or sign it. Isn't the purpose of a drug testing policy is to remove people if there is a problem?

**MSC:** Probable cause is if someone is exhibiting signs.

**USC:** The corporate Drug and Alcohol Policy says in section E, "Where state law and collective agreements allow, the Company may perform post-accident drug and alcohol testing. Employees tested would normally be the employee(s) who caused the accident that resulted in an injury or property damage." There was no property damage. If anything the carts should be modified so

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the metal does not fall off. It is metal on metal and falls off easily. We will move on to the next step.

**MSC:** What will moving it on accomplish? What is the grievant asking for?

**USC:** The grievant is asking for three days pay. If there is a policy it should be adhered to.

**MSC:** Hearing what was written in the grievance, the grievant will not get what they are asking for.

**USC:** We will move this on to third step.

**Agenda Items:**

**Special Assignments**

**USC:** We need to come up with an understanding on how we will treat employees on special assignment. We hate to see an employee on special assignment when there is a holiday coming up that goes back to normal job just to get a holiday. We would like to see some advance notice so the crew is not disrupted during the holiday week.

**MSC:** Do you have a proposal for us? The problem is that if someone feels very strongly about it, they can insist on being moved back.

**USC:** We will come up with a proposal and bring it back to Standing Committee.

**Wauna Mill Attendance Policy**

**MSC:** We are reviewing the draft changes to the attendance policy.

**USC:** How would you implement this?

**MSC:** We would select a date and then take a rolling twelve month look back.

**USC:** Why are the vacation hours out of the absentee percentage calculation?

**MSC:** This did not change.

**USC:** When there are special circumstances it shows that it would be reviewed by HR? Could this be reviewed by the supervisor?

**MSC:** We could look at that.

**USC:** How would FMLA be handled?

**MSC:** On continuous medical leave additional time would not be counted as unexcused as long as there is medical documentation updated at 30 day intervals.

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**USC:** We will need to review the policy. There needs to be something in the policy that differentiates when it goes to absenteeism percentage or when it is considered a tardy.

**MSC:** It also isn't clear when reading it when someone should call in.

**USC:** The issue with calling the clockroom and being given another number needs to be resolved. The clockroom needs to be available for employee's calls.

**DATV Denials**

**USC:** We would like to talk about DATV requests done two months in advance and getting denied. If someone is putting in for them well enough in advance why would we deny them? This seems like it is plenty of time to back fill in. When we had reliefs, vacations did not cost the departments overtime. We also heard from an employee that when he tried to schedule a DATV and was denied. He said that he had to take them. He was told that if he did not take them he would lose them. We do not pay for vacation days that employees do not take. We also have issue with vacation or DATV denials when someone in the ladder is moved out of the bargaining unit. This should not be a benefit that goes away because of the possibility of overtime.

**MSC:** It would be beneficial to have Kay Crist be part of this conversation. We will follow up with her.

**FMLA Information on EAS**

**MSC:** In a prior standing committee we discussed notifying employees about the changes to FMLA.

**USC:** We were concerned about who would be notified if FMLA is needed.

**MSC:** You have to notify the FMLA advocate. For intermittent FMLA they would still notify the clockroom and then have one day to notify the FMLA Advocate Kim Groulx.

**USC:** In the FMLA law we understood that you would still follow the regular notification process. The dispute is not on the timing of notification but on who to call.

**MSC:** Who to notify for FMLA has never changed. The time limit changed for Federal FMLA from 2-3 business days to 1 one business day. Oregon gives you 24 hours. We allow employees one business day to notify us. The policy was sent out as a message on EAS. Where the message ended on the screen it mentioned termination but if the message was scrolled down they would see the rest of the notification.

**USC:** Isn't the normal call in procedure to call the clockroom?

**MSC:** The law states normal call in procedures for absences and leave.

**USC:** So leaving a message on Kim's voicemail would suffice?

**MSC:** Yes.

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**Carry over floaters**

**USC:** We have an individual in labor pool that has been scheduled days for the last two years. He took three floaters as eight hour floaters and is now being told he is a tour worker and cannot carry over 16 hours of floaters.

**Freeze**

**MSC:** Any freezes that we have done have been by mutual agreement between both parties and there is medical documentation to support the need.

**Request to Freeze**

**MSC:** We have not seen any documentation on a freeze request for this employee. We need a written request with supporting medical documentation.

**Sweeper**

**MSC:** USC made a request to see if it was possible to rent a sweeper and have our employees operate it. We could, but it would be about three times the cost compared to using Cowlitz Clean Sweep because the sweeper has to be rented monthly, not just for a couple days. We would like to proceed with Cowlitz.

**USC:** Would it be better to buy it?

**MSC:** The expense is too much. It is also difficult and costly to maintain the equipment.

**USC:** We would like to talk about it further.

**MSC:** Our intent is to go forward with the contract, but if you have any other suggestions we are willing to hear them.

**Canceling floaters**

**USC:** We've discussed this previously. When people put in for floaters and then find out that they are not necessary and want to cancel them, we would like to propose that people still have the ability to cancel their floaters with enough notice. There are standing committee minutes that says if the schedule is final that the floater could not be cancelled. People were scheduling their floaters on their days off so they would not get any overtime. Then once the schedule was final they would cancel them and still not have overtime. Overtime can be cancelled without penalty with 36 hours notice.

**MSC:** We hear what you are saying about the 36 hours notice, but the problem is that it could be handled incorrectly. We would like to have Kay Crist participate in this discussion.

**USC:** This could have been handled within the department.

**Safety Meeting Overtime**

**MSC:** There are cases when attending safety meetings creates overtime when trying to schedule for attendance.

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**USC:** In the case of Wauna Safety Council, the reason the meetings are held on the days and times they are is also to assist management to attend.

**MSC:** We will have to discuss further when all parties are here.

**Policy Changes**

**USC:** We've had policies that change in the last couple of years. Those need to be brought to Standing Committee. Decisions that affect working conditions need to be negotiated. The respirator policy is an example of this.

**MSC:** We reviewed the policy here. The information to the crews may not have been handled correctly. Policies that have the potential for disciplinary action should be discussed here.

**USC:** Policies need to be clearly instructed after being brought to standing committee.

**MSC:** When we went through the changes here in Standing Committee, we did not talk about who would be affected by the policy.

**SC Minutes**

**MSC:** We just want to make sure these are being worked on for approval.

**Box Facial Curtailment**

**USC:** Some of the employees in box facial are being told that they do not have grandfathered rights if they start back up.

**MSC:** That is not correct. We will follow up with the supervisor who communicated with the crews to ensure that it is stated correctly.

**Hazardous Material Handler**

**USC:** We would like the company to consider having that job analyzed. Since moving it to the store, there are more duties added to the position.

**MSC:** How many people do we have in the position?

**USC:** Two.

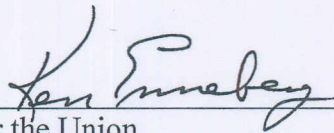
**MSC:** What needs to happen is that one of those employees needs to work with Linda Raynor to champion the job analysis preparation. It would then go through the prescribed process for review.

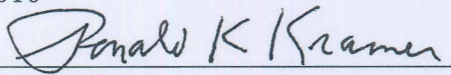
**Performance Pay**

**MSC:** We have the United Steel Worker and the GP Wauna Mill Specific Performance Pay Memorandum of Agreement to present to you for your review and signatures.

**Meeting Adjourned.**

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For the Union

  
For the Company