

Standing Committee
April 15, 2009

USC: Patsy Rudat, Ken Enneberg, Curt Ollila, Vince Leonard, Paul Burgher, Mike Bouse

MSC: Shawn Wood, Fred Ceruti, Ron Kramer

Grievances:

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

MSC: Pending decision on Grievance 08-82

08-82 USW Local 1097 – Vacation Allotment

MSC: Third Step Meeting week of 4/20/09.

08-43: Phone Contractor Work, 08-65: Pension Pay, 08-87: Mechanics Committee – Equipment Removal, 08-88: Local 1097 – Contracting Out, 08-97: USW Local 1097 - Disability Retirement Health Benefit Premium

MSC: Fourth Step Meeting on 4/23/09.

08-85: Job Bid

MSC: Fourth Step requested on 3/19/09 but it is not on the agenda.

USC: We would like to agree to the employee going through the FOCUS program on a non-precedent setting basis. In the future we ask that the company be more proactive addressing issues when they occur.

MSC: We agree that job bidders should know if they will be able to win the bid in the future and what an employee needs to work on in order to be eligible.

08-89: Discipline

USC: We are dropping this grievance.

08-108: Scheduling Employees 16 Hours.

MSC: A Third step answer was issued 3/4/09.

USC: Hold Timely until Vince Leonard has the opportunity to speak further with Mike Tompkins.

08-98: USW Local 1097 – Return to Work Release

MSC: We understand you have accepted our third step answer.

USC: We have but want to address Return to Work Forms under issues.

09-04: Overtime Scheduling for Vacation Backfill

USC: This issue has already been addressed at third step with the Union accepting the Company's answer so the grievants can be paid.

09-17: #7 Paper Machine Crew – Failure to Provide Work

USC: We believe you failed in your obligation to notify the employees before they left home for work.

MSC: Let's review the times called by the clock alley. We couldn't live with the fact that an employee is just not at home and so even though we called at 2 PM and they aren't due to start work until 6:30 PM that wouldn't be considered timely. The Company is willing to acknowledge that after one-hour before shift start it is possible that the attempt will not be timely to avoid the employee from already having left for work.

USC: The Union disagrees. We would have to consider the time on a case by case basis. There are distances and circumstances that require an employee to leave home earlier.

08-90: Local 1097 – Mechanics Committee, 08-91 Local 1097 – Mechanic's Committee – Call Time – Shift Changes, 08-104: USW Local 1097 Mechanics' Committee – Call Time – Shift Changes, 08-106: John Peters-Call Time – Shift Changes Per Week, 09-06: John Peters-Call Time – Shift Changes Per Week, 09-10: Local 1097 – Schedule Changes, 09-10: Local 1097 – Schedule Change, 09-16: Local 1097 Mechanic's Committee – Call time – Schedule Change

USC: These grievances are moving to Mediation.

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

MSC: Needs to be heard at step 3.

08-111: Progression Ladder Seniority

USC: The employee wants to exercise their grandfathered rights to return to the Pulp Slab. The employee is being told that a bid has already been posted and that they would not be put into the job until June. We would like her moved there as soon as possible and then the job bid would be lower than her in the ladder.

MSC: We will follow up with Kay during our break.

MSC: We checked with Kay and she is waiting for a response back to the grandfather rights letter she sent out.

USC: So she would be placed before the job bid?

MSC: Yes.

08-113 – Failure to Provide Work

MSC: Here is a copy of the calls made notifying employees not to report to work before they left home.

USC: We can see where you adhered to the notification requirement. The grievance is withdrawn.

09-07: Local 1097 – Contracting Out

USC: Move to third Step

09-09: Respirator Policy

Presentation by Jim Cochran at Standing Committee Meeting on 4/15/09 resolved grievance.

09-12: Scheduling

USC: Move to third step.

09-18: Job Posting

USC: Move to third step.

09-19: Call in Procedure

USC: Move to third step.

09-21: Post Accident Drug Test

USC: The employee accidentally backed a hyster into a JLG with a person in the man basket. There was a near miss filed in the system and then in the course of the incident investigation there was a drug test administered to the employee. The corporate GP Drug Testing Policy states that “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.” Testing this employee violates the policy. Also Mike Tompkins has stated that there will be no disciplinary action for near misses.

MSC: We will look at the issue and report back after lunch.

MSC: Having reviewed the matter we have two observations. First, you notice the word “normally” in the policy described which we think leaves some room for testing if the incident has a potential to be very serious even in there is no noticeable injury or property damage. Second, we believe that Tim Ellsworth’s first step answer explains why we did under this language very well. We ask that the matter be held timely until we can discuss further with Jeremy Ness and Chad Davis.

USC: Please also check out the timing of the near miss filed compared to disciplinary action being taken.

09-22: Off Shift End Loader Operation

USC: Would like to see if that is in the job description of the steam plant junior assistant and msg operator. Is there documentation that the employee is qualified to run the front end loader? We would like a copy of that documentation. We believe this is the MSG crew’s work. We also question the safety of having someone drive the equipment that does not use it often. We also would like to know the qualifications of the employee who operated the equipment the afternoon in question.

MSC: Is there a job description for these positions? Or do you mean a job analysis.

USC: There should be. A job analysis would be the same thing.

MSC: We have a grievance filed by the steam plant that details out their call in procedure.

USC: We have not gotten a copy of that yet. If there is a change to the call in procedure it needs to be decided by the Standing Committee.

MSC: Hold timely until we provide the information requested. The Company subsequently provided a copy of a first step answer dated 2/19/09 prepared by Nils Roehne and accepted by the Steward. We believe the Union needs to consider that agreement and consider it as a part of reaching the correct decision regarding this grievance.

USC: As you have mentioned before, a first step answer is non-binding. A policy change needs to be reviewed at a JSC meeting.

09-23: Rate of Pay

USC: Labor pool employees were scheduled to change the bag in the steam plant. We would like to see the job description of the junior assistant for the steam plant. The employees worked during a down day. Were they trained on the safety procedures for the area and can you provide documentation of it? The labor pool should be paid a minimum of the junior assistant's rate of pay.

MSC: We need to discuss with Kay Crist and Frank Walsh. We were able to discuss briefly with Kay Crist who indicated that all employees used had been fit tested for respirator use. We have not had time to discuss job descriptions with Kim Groulx nor the issue with Frank Walsh who was said to have been involved in the decision. Hold timely so we can do so.

09-24: Filling Vacancy On Shift

USC: The employee was available for work on the one night and he was from the area. The person who did the work is from another area.

MSC: The person who did the work often crosses over into that area.

USC: Why didn't you use someone from that area?

MSC: We did, the employee we assigned it to gave away the overtime to the employee who did the work.

USC: The two employees who traded shifts were on the same crew. As long as there is nothing in the guidelines that addresses this situation we would like to keep it the way it is.

MSC: We will verify with Linda Castro.

09-25: Supervisor Working

USC: This grievance is because the employee scheduled to do the isolations was called and told to stay home and the isolations were signed by a salaried employee.

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MSC: What the salaried employee did, did not violate the Lockout Tag out Policy.

USC: That is a policy for the work to be done. The actual work is hourly work.

MSC: We are not disputing who does the work. The paperwork can be done by the salaried employee. It was a policy approved here in standing committee.

USC: We approved the policy, but did not give up the work. The grievance states that the actual isolations were done by the salaried employee.

MSC: The work to verify was done by the hourly worker; the salaried employee put the lock on after the verification. We've been doing this in converting for quite awhile.

USC: This is not the way we understand it. We understand that they can be there to supervise, but we put the locks on. If the salaried employee is walking around closing valves and putting locks on, that is our work. The actual isolation itself is our work. If they are walking the isolations to make sure they were done, that is fine.

MSC: So if the salaried employee is not physically doing the isolations but just walking the isolations and letting them know what needs to be done work is not being done. The salaried employee did not place the locks.

USC: We discussed this further. As long as the salaried employee is not physically hanging the locks or doing the lockout, there is not an issue. We do have a question about the schedule and if the employee was called.

MSC: We do not know the timing of when the employee was notified that they were not needed. We need to verify that they were on the schedule.

USC: We do not know that they were on the schedule they could have been told the day before.

MSC: We do not know the sequence of events. We need to make sure that the notifications were done correctly.

09-26: Call In

USC: #7PM needed an operator to wrap 96 diameter rolls, which is b pool operator work. On the first call list made by the machine tender, no one took the work. Then Nolan Shefstad created a second call list. The grievant should have been first on the call list and is asking to be paid.

MS: So the first call list was correct but the second call list was not? The shift mill manager should have gone back to the machine tender?

USC: Regardless of if they went back to the machine tender or not, the second list was still wrong.

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MSC: We need to follow up with Nolan. We will try and reach him on our break.

MSC: We were not able to speak with Nolan, hold timely until we can speak with him.

09-27: Call In

USC: this is another case where the call in list was prepared incorrectly. The grievant should have been second on the call list but was fifth.

MSC: We need to see the schedule for that day. Hold Timely.

09-28: Vacation Allotment and Frozen Weeks

USC: We would like to move this grievance to third step. We have enough signatures to move it forward. The outage for 2009 and 2010 are both in the same 2009 vacation year. The allotments need to be adjusted to include the additional blocked out weeks.

Agenda Items:

Day at a Time Vacations

USC: We want to make sure all day at a time vacations will be taken before the end of May 2009.

Singing of Mutual Agreement

MSC: We've written up the agreement for a note for the employee file for your review.

USC: Mike Bouse signed the document in behalf of the Union.

Return to Work Forms

USC: We've had a few issues with doctors filling out releases to work and some of them have not been accurate for job descriptions or the physician does not understand the forms.

MSC: We have the job analysis being done by work well out of the medical center. One person is doing it so it will take awhile to get them all completed.

USC: Are the forms going to be general. Is it possible for you to keep Ken Enneberg up to date on the progress?

MSC: We do not have access to the work well system. We have some people coming in next week to do a group of about 25 positions.

USC: Do the employees from the area review them?

MSC: They have a chance to go through them.

USC: So is there contact information for the physician if they have questions? We've always done our own job descriptions for our own areas. Who are these people who will be going to evaluate the position?

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MSC: Work well observes the position, and then writes up the evaluation. Several employees review it for accuracy. Once that occurs it gets sent to Corporate for approval and then it would be completed.

USC: There have been several instances where there are discrepancies in the job description. Can that be referred back to you?

MSC: If there are any job discrepancies, we can have work well look at it. But understand that this may not be done overnight. There is only one person doing the evaluations so they may not get reviewed quickly.

Restricted Duty – No overtime

USC: We are wondering what the policy is on restricted duty. Are they able to work overtime?

MSC: If they are not released to do their full job, they are not able to do overtime either.

S&A Pay

MSC: What we agreed to do for #1 & #2 machine rate in the February 2009 Standing Committee was to move it to the higher blue slip rate. The rate of pay that they receive on the claim on this case which was initiated in December before the parties reach the 2/18/09 agreement would be driven off the blue slip on record at that time.

USC: If we agreed to pay the higher rate, wouldn't the S&A pay be based on that?

MSC: Whatever the employee was blue slipped at on December 2, 2008 is the rate that the employee has been receiving for S&A pay.

USC: The employee has two blue slipped rates.

MSC: MetLife pulls the rate from our database. The company did not initially agree to pay the higher rate. That was agreed to on February 18, 2009.

USC: We understand that, the employee would have been paid the higher rate if he had worked that day in December.

MSC: It would pay 50% of the blue slipped rate.

USC: After the job analysis the job was given \$2.20 mo.

MSC: The filed blue slip rate was never moved to the higher rate of pay until February 18, 2009.

USC: Any job analysis that is put into the computer is meaningless for S&A pay.

MSC: What you are asking us to do is go back to the first date of the claim and look at the rate he was making.

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USC: This is a rare situation where there is a double rate. It would be a simple fix for one person. We have not done a job analysis for a long time so we do not think there are any other situations out there.

MSC: On a non-precedent basis we will make it so that the 12.2.08 rate will be the higher blue slip rate. This change is for this issue only.

#6PM B – Pool Bids

USC We wanted to clarify the agreement that was made for #6pm.

MSC: The agreement was that we would fill four relief jobs. There were three people already filling those positions and we bid the fourth one. Jeff Horness, Clint Carlson and Patty Calvert will go permanent. The fourth one has been bid and will be the third permanent position.

Bid while Rate Retained

USC: The grievant accepted a position in the storeroom and is rate retained and is having 10% withheld because he is on bid.

MSC: Rate Retained and Bids are two different things.

USC: For #4PM all the employees left there rate retained, but they didn't have the 10% deducted.

MSC: It is not documented in the standing committee minutes that the 10% was exempted.

USC: It was included when #3PM shut down.

MSC: W will have to research those standing committee minutes.

USC: Page 45 paragraph D. Job Rate Retention speaks to the provisions of wage rate retention. It is separate from provisions found in the labor agreement regarding rates of pay when bidding.

MSC: Under provisions on page 24 of the Labor Agreement paragraph 4. b., the system automatically provides for "90 percent of the pay rate" when someone transfers into a new position through the job bidding process.

Taking 8 Hour Floater with 12 Hours Off

MSC: If you read the section on Compressed Work Week Language (Wauna Mill – January 1, 1990) paragraph 24 on page 71, it refers to "floating holiday pay for each hour worked within the formerly **restricted time period** while on the compressed schedule. In no case shall this be more than 12 hours for a **restricted period**. Employees may elect 12 hours off for 8 hours pay". It then provides an example by stating "An employee who works on July 3 of their day off during the **restricted period** will be granted a 12-hour floater". (Bolding added) The language is addressing time given off for working during a restricted period. That was not the case in this grievance.

USC: We do not think that the language is interpreted that way. We will receive the answer to your grievance and move forward from here.

Department Scheduling Guidelines

USC: We are asking each department to submit their department scheduling guidelines.

MSC: The scheduler needs a book of what each of those agreements are.

USC: If we knew them it would solve a lot of scheduling problems and a lot of grievances.

MSC: We will request copies of any known guidelines to each of the departments.

#5PM Call In Procedure

MSC: Did you have the opportunity to review the call in procedures?

USC: No

MSC: We believe you will find that this does not represent a change, just a clarification by using a more common format.

Safety Office Discipline

USC We are asking that the last chance agreements issued to these employees disciplined for inappropriate review of confidential files on the computer be removed from the employee's files and considering time served sufficient. This is based on the outcome of a recent arbitration.

MSC: We are not prepared to commit to that. We will consider your request.

Area Safety Coordinator Update

MSC Jim Cochran addressed the group with the current proposal for the Area Safety Coordinators. The areas would be the same, but they would be appointed and held for three years. The concern is that if the jobs went to bid, the correct people may not be placed in the job. This is based on the model used at Camas.

USC: How did you come up with the employees you are choosing?

MSC: The employees listed are very active in safety and are proposed by the area leaders and the safety office.

USC: There are checks and balances for using the bid process. There is 60 days for an employee to be assessed before the position would become permanent. By doing the jobs for three years you would still have turnover in the department and there would be no continuity.

MSC: The concern is that if it is a bid job, the senior employees give away their seniority to the safety positions.

USC: You are talking about the people that took the bid?

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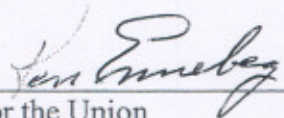
MSC: Yes, there would be no way to go back.

USC: By doing the jobs as bid, everything is out in the open when going through the selection process. We looked at all of those things from a union standpoint. If you are referring to the employees being scared to take the job because they lose their seniority, then they shouldn't bid on it.

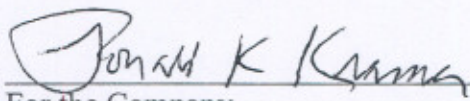
MSC: By losing seniority rights we could lose the good people who would be afraid to bid on it.

USC: We will need to review the proposal.

Meeting Adjourned.



For the Union



For the Company