USC: Larry Reandeau, Vince Leonard, George Brajcich, Ken Enneberg, Paul Burgher

MSC: Fred Ceruti, Shawn Wood, Ian Dieter, Chad Davis, Frank Walsh

JSC: Both

Grievances: 08-08, 08-23, 08-24, 08-41, 08-42, 08-43, 08-44, 08-45, 08-46, 08-47, 08-48, 08-49, 08-50, 08-51, 08-52, 08-53, 08-54

### Agenda Items:

- Maintenance Glove Guidelines
- Vacation Scheduling
- · Baler Position Responsibilities
- Shipping Position
- Health Care Insurance for Terminated Employees
- Bidding Process
- Safety Accountability Matrix
- Electrical Apprentice
- · Floating Holiday Time
- · Report for those Employees out of the Bargaining Unit
- Grievance 2007-116
- Spring Outagé Scheduling
- LOTO (see attached)

#### Grievances:

#### 08-08

USC: This grievance was held timely from last meeting. The door was not part of original scope and was an add-on.

MSC: The review of the project does not cover every item done on the project. The intent is that it is part of the scope of work.

USC: If the location of the door had been on the south wall, this would have been plausible. Because it is on the North wall it is harder to believe that it was part of the project. This grievance will be taken to Third Step.

#### 08 - 23

USC: This was sent back to SAC. Be held timely.

MSC: The SAC meeting is today and it has been brought up to the committee. They have started on #1/2 PM and then will go to the Pulp Slab. We will follow up after the meeting.

#### 08-24

MSC: We have spoken to both parties involved. Each has a different statement.

USC: There were other witnesses to the event.

MSC: When we spoke with the supervisor he said he did not ask the employee to come in early that day. We propose the employee work an extra four hours to get that time.

USC: We do not accept the proposal. We do not substitute work. We suggest that you speak with the other witnesses. We will take to Third Step.

MSC: Is there any other settlement that would be agreed to? Is there some other way to make the employee whole?

USC: The employee asked to make sure he was supposed to come in early, due to the confusion earlier.

MSC: Since this was a confusing week as far as scheduling, and there are two sides to the story, we are offering to split the hours and give the employee two hours.

USC: The supervisor should admit that he made a mistake and the employee should be paid. In times when the union was being treated well, we would have negotiated. We cannot accept the offer. We will take it to Third Step.

MSC: You mention the way the union is being treated. We believe that in the last couple of months we have worked well together and have addressed issues as they have come up.

USC: Until the playing field is level and we are working as business partners these issues will come up. This is something that never should have left the floor as a grievance.

#### 08-41

MSC: The department manager and supervisor reminded him of the policy on several different occasions. He was told several times and his crew documented this as well. The employee received a fair shot at doing the job.

USC: We withdraw the grievance.

#### 08-42

USC: We discussed notifications when it is operations work being done. We do not feel that notification is necessary as there is a process in place. If they are asked to consult on something else, they should let the supervisor know that this is additional work and they can notify the Mechanic's Committee. Contract does not allow for contracting out. Section 1.

MSC: We would like to clarify when working on tools. If a vendor is troubleshooting with an operator and is having to use tools to do the troubleshooting, that should be OK.

USC: If there is doubt, just notify the Mechanic's Committee. The benefit to the mill is that if we work with the vendors, we can do the same job in the future because our people learn at the same time. We consider the grievance to be resolved.

#### 08 - 43

USC: This grievance is going on to Third Step.

MSC: We met to discuss the request for more information.

USC: What is the policy for supplying information we have requested?

MSC: We will help you, but we will not do your research for you. We will not help you mount a case against us.

USC: It is the law that you must provide us with that information.

MSC: The difference in this case is that you are not being specific in what you are asking for. If you want to go back in 2007 and file a grievance on work done then we will tell you that it is not timely.

USC: It is timely because the work is being hidden from us. We have the right to ask for information when we think there has been a breach of our contract. Then we have thirty days to file the grievance.

MSC: We agree with the data requests, but there must be a specific scope to the request. All blanket requests for all work in the time period is not specific enough.

USC: Maybe we do not understand how your records are being kept.

MSC: The reason for the meeting to discuss the request is that originally there were two items. Then a second request came with six items. So we asked for a meeting for clarity on the request.

USC: We need to get the information to see if we need to file a grievance.

MSC: Have you checked with the Mechanic's Committee to see if this work had been reviewed?

USC: This work was not reviewed. The work was contracted out by the MIS manager without the review process.

MSC: If you can give us specific dates for your requests.

USC: We cannot give you specific dates. We do not know when they were in here working. This is why we are asking for the information.

MSC: Our records show that the work review was signed, and that based on comments from the contractor working here, there were references to other instances of work on the mill site.

USC: That review sheet was for documentation only not the work he did. We will take this grievance to Third Step.

MSC: The supervisor involved was following the correct procedures when contracting out work, but we still get a grievance.

USC: We understand what the company is trying to do here. We would like an understanding around information requests. In the past, we have asked for a specific purchase order and did not get it. If we can come up with an understanding how information should be requested.

MSC: The Management Standing Committee agrees to abide by NLRB law with regards to information requests by Local 1097.

#### 08 - 44

MSC: Denied bid. The union was going to talk with the parties involved.

USC: We do not understand the procedure that was done here. We don't understand how the employees were disqualified.

MSC: We contacted the two employee's involved. Neither of the employees wanted the grievance filed.

USC: We intend on withdrawing this grievance. We just want to understand the process that took place. The top five candidates were deemed qualified by the hourly interviewers. One supervisor said that one of the employees would be disqualified based on his past performance.

MSC: Who was the supervisor that said he would be disqualified? You should follow up with the supervisor who said that. Who were the interviewers involved?

USC: George Brajcich, Adam Brown and Debbie Mattinen. Debbie made the final selection. We were told who would be selected before the interview process, and it turned out to be correct.

USC: This grievance is withdrawn.

#### 08-45

USC: This particular grievance has to do with contractor working on LGV's on 3/27-3/31. The work was contracted out prior to review. Georgia Pacific Corporation had already contracted out the work before reviewing with the local union. This review was printed on the 24<sup>th</sup>, but it was reviewed on the 27<sup>th</sup> in Mechanic's committee. The work started on the 27<sup>th</sup>.

MSC: As part of the project we have a service agreement for quarterly maintenance.

USC: This agreement was signed by Corporate. This still has to be notified.

MSC: Is there a way to write a review sheet to cover service contracts when we purchase new equipment?

USC: We bought a piece of equipment and also purchased a service agreement. This work could be done here, but we opted to purchase the service agreement. The people working on the equipment are coming here to the mill site to perform the work.

MSC: This is a new technology. When we decided to go with this equipment, Corporate insisted on purchasing a service contract so work could be done readily. Also, this equipment comes from Italy. All of the parts needed are not kept in the United States. When service needs to be done, the parts are flown in with the service technicians. For us to do the work, it would take several years to be fully trained to do the work.

USC: We understand that, but we are asking that when they come in and do the work, we are asking you to notify us.

MSC: We are asking for some way to write the review so that if they need to come in and work, we do not have notify each time.

USC: We have a labor agreement. In this particular case, we had a contractor come in before we were notified. We need to know in a timely manner. If they fly in and come in a few days earlier, notify the Mechanic's Committee by phone for short notice. We did not have timely notice.

MSC: If we had given you timely notice, would you have allowed the contractors to come on mill site.

USC: No they should not have been on mill site.

MSC: Every time they come in to work, we have maintenance workers assigned to them.

USC: This was a case of late notice for contractor work.

MSC: What is the resolution for this grievance? Are you asking us to do away with the service contract?

USC: We need to be made whole for the work that was done. The service agreement should also be cancelled. When contractors come in and work, we would have our mechanics work with them. If the company would agree to notify us every time they come and work on the mill site, and agree to have our employees working with us, and have the company pay the number of hours the contractor worked, and pay the affected employees.

MSC: Our employees did work with the contractor.

USC: In the past they have not worked with the contractor. Take the hours, split amongst the affected parties, notify and train us.

MSC: We agree to notify when they come on mill site and to have our guys work and train with them. We do not see that any of our employees were harmed by this instance, and cannot agree to pay someone.

USC: No employees were displaced, but with our labor agreement, the notification gap, and the service agreement, we had to put some monetary value on it.

MSC: We created a service agreement that was not used until this notification occurred.

USC: There has to be a penalty that is paid to the employees working in the area. We will take this to the Third Step.

#### 08 - 46

USC: There was demolition of the trailers on the eastside of the personnel building that we knew was going to happen. There was also a trailer put in by West Maintenance. There was an agreement that any work done on that trailer would be our work. Kynsi construction built a porch on the trailer. We are asking to be made whole for the work done.

MSC: You realize that this work was not full construction. The stairs were moved from one trailer to another.

USC: That was our work. We did all the set up of the trailer. These grievances will be sent back to First Step.

JSC: Grievances 08-46, 08-47 and 08-48 will also be sent back to First Step.

#### 08-49, 08-50

USC: Looked back at the scheduling guidelines. The company scheduled the overtime at the bottom rather than moving people up on their days off.

MSC: The preliminary schedule was done, and we did move up on shift. Between the preliminary schedule and final, an employee was granted emergency vacation. The

scheduler filled the vacancy from the job classification but was not filled with the senior employees.

USC: We had the same situation a few years ago. We will go back and research the answer for that grievance and use that as the answer for these grievances. Hold timely.

#### 08-51

MSC: The employee put vacations in on a compressed schedule. Then the employee was moved to train for another position Monday through Friday. She did not ask to have her vacation changed, so it was left as it was. She was on vacation through Thursday, came back working on Friday training again. The grievance says she should have been brought back to her lettered crew.

USC: The Company is obligated to adjust the schedule and bring her back on their lettered crew when they are a tour worker. Prior to her going on vacation management was informed of this.

MSC: If she had come back on her lettered crew what days would she have worked?

USC: She would have come back and worked Friday, Saturday and Sunday. She was shorted two days of wages.

MSC: We agree to pay the grievance.

#### 08 - 52

USC: This grievance is for not filling in the classification. No call was made to the operator.

MSC: Did you get the reply from Aaron on this?

USC: We got a short response signed by Aaron.

MSC: One of the operators called in, Aaron went through the process of calling people in. They called several employees who wouldn't come in, then called someone from labor pool who didn't work in the department who came in.

USC: There are two people in that classification for that day.

MSC: We are required to fill 12 hours, if we don't we shut down and run short 4 hours.

USC: We ask you not to put a labor pool person in the secondary roll. The contract says that you will fill the overtime in the classification where it occurs. A Labor pool person was called in instead. First consideration is made to the people who work in the progression ladder.

MSC: If we had called in the employee we would have had 4 hours without coverage.

USC: You would have run short for four hours. If you had some other way of filling the four hours and you have exhausted that classification, you could fill with anyone.

MSC: If we had decided to run with two people and chose not to call in someone, there would not have been a problem.

USC: As long as there was no overtime.

MSC: We request that we have until the end of the week to come to a decision on this grievance.

USC: That section of the contract has been there for a long time in the contract. Calling in one person in the classification does not satisfy the classification.

MSC: Hold timely.

#### 08-53

MSC: After reading the grievance, the employee could not be sure that she would blue slip on a particular day. As soon as she did blue slip she was back in and scheduled the way she was supposed to be.

USC: We had an employee working there to cover for years that has no business being in that department. Then it comes to an employee who notifies you that they will be blue slipped that week and should have been scheduled for the weekend and it wasn't assigned to her.

MSC: We cannot schedule based on something that may not happen.

USC: This is no different than someone being told to stay home, and then asking someone else to do the work instead. The employee who was in the department was taking work away from the qualified employees.

MSC: How would she know that she would blue slip?

USC: Her reports did not indicate that she would not have blue slipped. She had performed the job for a week already.

MSC: The issue is the person that is in the department who isn't qualified.

USC: The issue is that someone that is qualified to do the work is being denied.

MSC: For the 12<sup>th</sup> and 13<sup>th</sup>, the schedule was finalized on the Friday before, on the 4th. She would not have blue slipped until after the schedule was finalized. We will not agree to pay this.

USC: The schedule shows that the person who did the work was scheduled on special assignment in Napkins. The employee filing the grievance, notified supervisors a week in advance that she should have the work. The occupational compliance standards show that someone who is on early return work status should not be filling a blue slip position.

MSC: This has all been discussed before.

USC: If those days had been filled within the classification, we would not have had a problem with it. The Department was supposed to have trained their workers, so that the other person working in the department could be moved out.

MSC: When the schedule was finalized, she had not blue slipped yet. We do not think that if anyone could have filled the position the employee is due the money.

USC: If you want to determine who should be owed the overtime and pay it we would be in agreement.

MSC: We understand everything you are saying. We checked the employee's schedule she had a full week before and after. We will pay the two days at straight time.

#### 08-54

MSC: We just got the grievance this morning.

USC: This grievance was filed on the property protection position. We asked that the position get posted, and said that if we were also filling a position with a labor pool person, so actually should fill two positions. The person selected was not as qualified as the other candidates. The employee filing the grievance is disqualified along with everyone else on the list down to the labor pool person that was hired.

MSC: If we agree with the grievance and put the employee in the position what happens when we have someone more senior than that employee come back and file another grievance.

USC: Your safeguard is to re-look at the list and assess everyone on the list. We do not know who disqualified them.

USC: We are concerned that we are not getting through our agenda items. Is it possible to stay late tonight or to meet for a couple of hours tomorrow?

MSC: We will look at the candidates. We are not sure if the employee who filed the grievance is the qualified person for the position.

#### Maintenance Glove Guidelines/Policy:

MSC: Shawn Wood presented the Maintenance Glove Policy. This policy was developed because of an injury that was not a recordable, but if the employee had worn gloves at the time, the injury would have been lessened.

USC: This glove policy does not necessarily work for the oiler positions. Why write a policy that has to be enforced rather than recommending the usage of gloves?

MSC: This is written up as a guideline and policy.

USC: Make it a guideline rather than a policy

MSC: Agreed.

#### Vacation Scheduling

USC: In Unitizing there are not enough weeks to cover all of the vacations. #7PM junior employees are off when senior employees are being denied.

MSC: # 7PM had an agreement about the scheduling that were in place because training had not taken place. This agreement went through this year as they were still not trained.

USC: We see #7PM's guidelines different from other areas.

MSC: We discussed #7PM a few months ago, because they were still on vacation restrictions. We started allowing them to take vacations earlier than the original agreed upon date. There were provisions in place regarding scheduling.

USC: We didn't make any agreements to change the way people take their vacations per the labor agreement. We agreed when they started the machines that there would be a block on vacations.

MSC: We think the blocked out period of time covered both vacation years.

USC: In the standing committee minutes, as of Feb 18<sup>th</sup> #7PM employees can start taking vacations by seniority. Senior machine tenders are being denied vacations when less senior workers are allowed to take them.

MSC: The letter Jeremy Ness sent out to crews in January 30th states that they will be restricting machine tenders and back tenders.

USC: The copy dated January 21<sup>st</sup> the standing committee agreed to, states that we will restrict until May 1, 2008.

MSC: How many employees are being affected?

USC: One employee comes to mind. We did not agree to restrictions for this vacation year.

MSC: We went back and tried to check our notes. Jeremy's intent was to release vacations earlier than the date originally planned on, but still needed to restrict machine tenders and back tenders to keep the machine running.

USC: All department vacation scheduling guidelines have come through this committee and been agreed upon. With vacation leveling, this changed the way vacations were being scheduled. This nullifies all the department agreements. We have never approved anything other than the start up restrictions. We never agreed to restrict for the 2008 vacations. The start up rules do not apply any more. Vacations should be scheduled per the contract.

MSC: Kay approved the vacations based on second letter. Not the draft one.

USC: This was a start up agreement. We expect vacations in the 2008 to be scheduled per the contract.

MSC: What would you recommend to fix this issue?

USC: After June 1st they need to be scheduled by Seniority. Two employees are trained up to cover the jobs.

MSC: Most of these vacations were done by May 1<sup>st</sup>. We can go back and make the changes by seniority and will schedule three off. In times when the machine is down, we will allow four.

USC: In the standing committee minutes, we show that four employees can be off.

MSC: There are enough spots for everyone to take their vacations in Unitizing. One employee off during the summer and then after September 7<sup>th</sup>, two will be allowed off.

USC: Quality and Analysis complained that they did not get their denied vacations back. There is also a problem with labor pool vacations.

MSC: The Quality and Analysis crew did have their spreadsheet done. Labor pool has always been restricted to Monday through Sunday.

USC: If a labor pool person is assigned to a department they should have the right to go day off to day off following a lettered crew, as per the labor agreement.

#### Baler Position Responsibilities

MSC: We took out a lot of responsibilities from the position. We are now proposing to give them all the balers in converting. This would include #13. We also want to make it a non-bumpable job.

USC: This is an old entry level job that was bumpable.

MSC: The position would also take the 7/8 baler and trash compacter.

USC: We appreciate you bringing in the new changes for position. Because of the duties and responsibilities of the new job, we agree to take it off the bump list for layoffs.

Shipping Position

MSC: Propose rotating the Hi Lift Operators due to curtailments to allow the driver to go help other drivers.

USC: What job classification?

MSC: Truck Hi Lift Operators

USC: There is a department agreement that they staff by seniority.

MSC: There are three per shift. They would rotate week to week to other areas.

USC: All the operators are paid the same. Were there any concerns from the crew?

MSC: Their only concern was about training in areas that people would need.

USC: We approve the changes.

#### Health care insurance for Terminated Employees

USC: Employees who have been terminated, and then brought back. They were not credited for two months of coverage, and if paid cobra, when they were re-instated they also paid the premiums for the same months. We have language in our contract for that. The first two months should be paid at the company's expense.

MSC: We need some time to look into your concerns.

#### Pension Caps

USC: This is a first step grievance. An employee retired, and the company took the last five years of his employment by half.

MSC: Have you gotten a first step answer back?

USC: The contract states how the formula should be applied. The contract states that your retirement is based on the number of years of service with no reduction for early retirement.

MSC: For this one employee, they calculated this different than anyone else? Do you have a hard copy of the benefit Vanguard calculated? Can we get a copy of the benefit that was calculated that we can work from? We will follow up with Linda Castro on this issue.

#### **Bidding Process**

MSC: Currently the bidding process in the mill is to bid for 14 days, and then Kay goes through the list. The change we would like to make is whoever is most senior will be scheduled in the job.

USC: The bid is posted for 14 days, and the Monday following the bid closing the most senior person will be scheduled into the job.

MSC: We will notify everyone by the first and by the 30th we will start doing this. If the employee does not want the job, they should not bid on it.

#### Safety Accountability Matrix

MSC: The Safety Accountability Matrix from the Toledo Mill was handout for review.

USC: We would like to review the document and come with recommended changes to the next standing committee.

#### Electrical Apprentice

MSC: We have an employee working in Converting Maintenance who came to us from our Coos Bay Mill. The employee has 4000 hours of training and book training. The suggestion has been to keep him in labor pool and continue his electrical education and continue to get his on the job training hours and work towards his electrical license. Then when there is an opening for a journeyman, consider him for the position.

USC: The issue is that you have an apprentice. They have to bid the job to anyone in the mill. The only way for him to be hired is for him to be a journeyman. We have other employees with limited licenses from saw mills who we have denied this right to. To call him an apprentice without him bidding in, would be a problem.

MSC: We can double check this with the State but to get hours for his license he has to be in the program working with a licensed electrician. Contractually if this does not work, we understand.

#### Floating Holiday Time

USC: Floating holiday time counts as time worked. People could take after the fact floaters to decrease absentee percentage or when vacationing out. An employee in converting was told that these hours do not count as hours worked. For a lot of different things we do count it as hours worked but this is not stated in the contract.

MSC: Are you requesting that we look at this? We will discuss next standing committee.

#### Report for those employees out of the bargaining unit

MSC: Contact Kay and she will run the report.

USC: When people are out of the bargaining unit for a full month, we do not want the union dues taken out of their check. If they work more than 40 hours in the bargaining unit, they should pay dues.

MSC: Have we actually done this?

USC: We get questioned about this. If they are not in the bargaining unit they should not pay.

USC: Have we given the employee in Converting one weeks pay? The employee had been suspended for two weeks.

MSC: We will check into this.

#### 2007-116 Grievance

USC: The company agreed to pay the grievance. But he has not been paid.

MSC: We did not pay the grievance because the issue was based on an assumption made by the employee.

USC: The Supervisor agreed to pay the overtime in crew meetings.

MSC: We will investigate this further.

## Spring Outage Scheduling

USC: During the spring outage, we have curtailments, and will have people working as hole watches. We need to establish if they are tour workers or day workers prior to the outage.

MSC: Isn't it apparent on their schedule how they are being scheduled? We will make sure Kay delineates them as day or tour workers. There will not be anyone scheduled to work with the contractors.

#### Unitizing Breaks

MSC: In Unitizing while employees are on their beak, they are letting lines build up. When the lines back up they come out of the break room. Everyone takes their breaks at the same time. Becky Phillips is looking for possible solutions before she restricts the break room usage.

USC: This is a job performance issue. She needs to work with the crew.

for the Union

# Georgia-Pacific



Wauna

Effective: 6/3/2008

# Changes to Wauna Lockout Policy

## I. Electrical Verification

- A. References to the old APM-240 have been removed and the policy now references the new "Electrical Safe Work and Installation Standard."
- B. Section 5.2, "Electrical Systems Lockout Procedures," break out electrical work versus mechanical work. Mechanical work (480 volts and less) is work performed by an operator or a mechanic that requires lockout of electrical power.
- C. The following outlines the procedure for verifying that the electrical power is disconnected to perform mechanical work:

To properly verify isolation of electrical equipment for the purpose of LOTO requirements, when performing operator or mechanical work, the following steps will be followed:

- Verify that the circuit breaker or local disconnect switch is correct for the equipment required to be isolated and locked out.
- 2. Open the circuit breaker or local disconnect switch.

Anyone needing to lock a piece of electrical equipment who is not authorized (trained) to operate the disconnect switch is to contact an Electrician to operate the disconnect switch. The employee needs to provide the following information:

- Employee name(s),
- Department,

- · Description of equipment,
- · Equipment number to be de-energized, and
- · Nature of work to be performed

Employees who have been trained in the proper method to throw a breaker and the basic electrical hazards are authorized to open and close breakers up to 480 volts.

- Make sure motors are shut off before opening the breaker (never throw a breaker while equipment is running, or under load).
- Stand to the side of the breaker and face away from it while operating.
- Pull the breaker handle with a consistent motion from start to finish. Don't bounce or rock the breaker handle, as this could result in arcing and potential injury.
- 3. In some areas of the mill, local disconnects with UL approved viewing windows may be installed. If present, the employee will verify that all of the knife switch blades pulled free from the bus and are open, thus providing assurance that the circuit is isolated. Always stand to the side and look away when pulling disconnects.
- 4. On all other equipment, 480 volts and below, voltage-indicating lights may be installed on the doors of the electrical enclosures, providing added assurance that the circuit is isolated. To use these indicating lights effectively, they must all be "on" before the breaker is opened and must go all "off" when the breaker is opened.
- As the initial person to hang their lock on the breaker panel, this person signifies that they observed all of the phase lights change from "on"

prior to and then "off" after the switch was opened. The initial person also must try to start the equipment at the local start station. It is not necessary for others hanging their locks after the initial person to personally view the phase lights or perform a bump check.

- If there is no viewing window or phase indicating lights, an "electrician" must be called to test the equipment dead prior to commencing work.
  - It is the responsibility of both the Electrician and the person to see that:
  - The Power Verification (PV) tag is properly made out with the correct equipment number and description, person's name, the date and time.
  - The equipment number and tag name on the panel of the disconnect to be opened is the same as on the tag.
  - Test to ensure the circuit is isolated by attempting to start the equipment at the local start station.

## II. Removal of "Request Modified Isolation Procedure" form from Appendix

A. Changes requested to be made to a particular LOTO procedure will be written directly on the procedure and presented to an appointed person to be entered into the ISOPECS computer database. These changes must be routed to an approver to become final in the ISOPECS database. The "Request Modified Isolation Procedure" form is no longer is use.

# II. Single Key for all lock sets, including Personal Locks

A. Individual (personal) locks will have no spare keys. If the key to these locks is lost or damaged, the owner must return the locks to the storeroom for replacement.