

Standing Committee
June 1, 2011

USC: Ken Enneberg, Curt Ollilla, Bill Kerr, Mike Rochon

MSC: Erik Wilson, Ron Kramer, Chad Davis, Shawn Wood, Frank Walsh, Spencer Drolette

Grievances:

10-45: Wage Rate Retention, 10-48: Scheduling on PM5, 11-05: Removal / Return to PM 5

The Union filed a request to move these grievances on to 4th Step on 5/27/11. Gaylan Prescott to contact Curt Christianson to make arrangements.

11-10: Contracting Out

Contractor Danali replaced defuser material on the chiller cooling towers on PM 6. This work has been done previously by Local 1097 and is not actual AC work. There was no presentation to the Mechanics Committee. Monty Geisler, Rick Davis and Don Thompson have done this work in the past.

It seems that a discussion as to where the line is on contractor work versus Local 1097 work is in order. It was recommended that this grievance be remanded back to the first step with a Mechanics Committee discussion.

Remanded back to first step with the goal of having an answer before the next Standing Committee Meeting.

11-11: Hole Watch

The Union is maintaining that hole watching on a paper machine is the work of the crew on that machine before utilizing any other employee or contractor. In this case, an employee off PM 7 was called in off the extra work list to fill the need. The clockroom utilized a call list composed of employees on the extra work list for hole watching. The Union maintains that Kelly Smith from the PM 5 crew should have been the employee called in as they maintain he was the senior qualified employee from the PM 5 crew. The Union further maintains that provisions in the "Extra Work" call in guidelines support this and is part of the job description/job qualification. The Union suggested this be remanded to the 1st step.

The Company did not take a position on this issue during the meeting.

11-12: Failure to Provide

The Union believes that curtailment language in the labor agreement is applicable to this case where an employee scheduled to come in on his day off was called at home and instructed not to report.

The Company disagrees that the curtailment language is applicable, but rather maintains that given there was a lack of pulp as a result of the Recovery Boiler Economizer plugging the grievant's services were not needed on PM 1&2 and he was properly called off. The Company maintains that it is our right to eliminate overtime first in such situations before changing an employee's schedule who is on their regular tour shift.

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The Union position is that senior people stay regardless of OT and they are assuming seniority for that day. The Union will move the grievance to the third step.

11-13: Wage Rate

The Union maintains that a supervisor indicated to a labor pool employee that she would receive the Assistant Unitizer pay rate for time worked in unitizing, processing shipping paper work.

The Company did not take a position on this issue during the meeting but will follow-up on what was said to the employee prior to taking the job.

11-14: Internet and E-Mail Access

The Union is asking that the Company restore this employee's access to E-Mail.

11-15: Vacation Scheduling – Maintenance Department

The Company awarded this grievance concerning the deadline for submitting for vacation for the 2011 – 2012 vacation year whereas the grievant had filed before 7 AM on the morning of May 1 which was technically still April 30th per Section 3, Paragraph D, page 6 of the Labor Agreement.

11-16: Contracting Out – Steam Plant Dust Collection Bags

Replacement of dust collection bags during the FBB outage was contracted out to Coastal. The Union stated that there is no provision in the labor agreement addressing contracting out of operations work and this is still the case in the new labor Agreement. This work used to belong to maintenance and then was moved over to operations.

It was questioned how it could have been done differently given the Steam Plant employees were already working overtime because of the outage.

The parties wouldn't see the Company shutting down assets to provide employees to replace the dust collection bags as the solution, but it is the Union's belief that working overtime could be reasonable. The Union encouraged the Company to look at the days involved and consider the departmental scheduling rules. The Union further encouraged the Company to consider paying to the employees of the steam plant what was paid out to the contractor according to the purchase order.

11-17: Overtime

The grievant was scheduled in two different departments out of the labor pool for the week in question. The USC believes he had rights to overtime in the first department over a less senior employee scheduled in that department for the entire week. The USC asked to hold the grievance timely.

11-18: Security Guards Distributing Paperwork to Truck Drivers

The Union maintains that the act of handing out paperwork and seals to truck drivers as they are leaving the Mill is Local 1097 work. They requested this be heard at third step by letter dated May 26, 2011 but were not prepared to present at this Standing Committee meeting.

11-19: Contracting Out Hole Watch

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The Union maintains that the Company violated the Labor Agreement during this year's east side outage when they contracted out hole watch duties. They requested this be heard at third step by letter dated May 26, 2011 but were not prepared to present at this Standing Committee meeting.

Vacation Scheduling

The JSC concurred that vacations applied for and accepted during a previous vacation year sign up that begin in that previous vacation year and then cross over into a new vacation year will be honored before sign ups for the new vacation year.

Tug Crew Scheduling

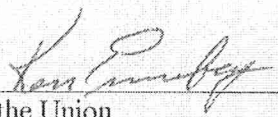
Three quarters of the Tug Captains signed up for a compressed work week schedule during the dock rebuild, therefore they and their assigned mates shall be scheduled accordingly. This schedule will be reviewed after six months during the December Standing Committee meeting.

10-72: Move Up


As a follow up to this grievance the Union asked if the employee they designated had been paid and if training for move ups had been provided to the crew. The Union dropped the pay issue with stipulation that we train employees junior to frozen employees for move up purposes

Shipping Department Grievance

There was a brief discussion about a grievance at first step regarding the proper pay rate for employees who feel they have assumed the Assistant Unitizer Operator duties in the aftermath of the dock destruction. The Company asked that the grievance be answered at first step before coming to the Standing Committee.



For the Union



For the Company