

Standing Committee
June 24, 2009

USC: Ken Enneberg, Paul Burgher, Mike Bouse

MSC: Shawn Wood, Chad Davis, Ron Kramer, Jim Lowman, Tom Day

Grievances:

09-21: Post Accident Drug Test

USC: This was not a drug test for reasonable suspicion nor did it meet the criteria for property damage. The employee was humiliated by being tested. The spotter did not do his job. The drug test never should have happened because the policy was not followed. The employee felt that they were being singled out under the circumstances. The employee was trying to work around tight quarters.

Tompkins: What restitution is there? The employee was not suspended? There was no loss of pay.

USC: The employee was humiliated by the process and his rights were violated.

Tompkins: I understand what you are saying, and I will look into it.

09-23: Rate of Pay

USC: Originally when this job was done by maintenance it was assigned to a junior assistant as a cost savings. The employee was paid a laborers rate, but is asking to be paid the rate of the junior utility worker because of the job duties they performed.

MSC: When we reviewed the case it was determined that the employees involved only did one task of the junior assistant work and that was under the supervision of the junior assistant and was just extra labor

Tompkins: I will look into it.

08-43: 1097 Mechanics Committee – Contracting out Phone Work, 08-96: USW Local 1097 – Benefits during Disciplinary Layoff, 08-108: Scheduling Employees 16 Hours

USC: Union request for arbitration issued on 5/27/09

MSC: The Union needs to request panels.

08-65: Pension Pay

USC: Union request for arbitration issued on 5/20/09

MSC: The Company is ready to strike names.

USC: The Arbitration is being handled by the District Rep and the International Attorneys.

08-86: USC – Filling Vacancies

USC: Held timely at third step 5/27/09 for additional Union investigation.

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08-90: Local 1097 – Mechanics Committee, 08-91: Local 1097 – Mechanics Committee – Call Time – Shift Changes, 08-104: USW Local 1097 Mechanics Committee – Call Time – Shift Changes, 08-106: Call Time – Shift Changes per week, 09-06: Call Time – Shift Changes per week, 09-10: Local 1097 - Schedule Changes, 09-16: Local 1097 Mechanics Committee- Call time – Schedule Change

MSC: Mediation set for 7/23/09

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

MSC: Fourth Step answer issued by Company 6/1/09

09-12: Scheduling

MSC: Tentative agreement at Third Step 5/27/09

09-30: Discipline

USC: The union will withdraw this grievance.

09-31: Recognition Clause

USC: The Union would like to hold timely until Curt Ollila can be present for discussion.

09-32: Probationary Pay Rate

USC: The 10% probationary pay was a way to prevent habitual bidders. When the company rate retains an employee because of eliminating assets, it is their commitment to the employee. When the wage retained employee bids on jobs, they are not the habitual bidder. Withholding 10% from them is not the intent of the probationary pay.

MSC: We are hoping that we can develop a middle ground on this issue. At some point the rate retained employee must commit to a job and a change in career path.

USC: When the employees came out of Groundwood, they did not have it withheld.

MSC: On the initial bump pay they would not have it withheld.

USC: No one had it withheld until in 2008. We will move this to third step.

09-33: FMLA

USC: Why is this being sent back to first step? Typically supervisors are not involved in FMLA.

MSC: It wasn't clear who the shop steward was.

USC: Chad Taylor was the Steward.

MSC: In cases of FMLA the doctor determines if it is a serious health situation, and in this case the doctor did not say it was a serious health condition. Because of this, it could not be put under FMLA.

USC: Under the grievance it states that he had four chronic conditions.

MSC: Again the doctor determines this, we do not.

USC: So the employee would have to go back to the doctor to get that resolved?

MSC: There are certain guidelines under FMLA about timeliness to go back to the doctor to have something like this corrected.

USC: Hold Timely.

09-34: Scheduling / Staffing Level

USC: There were changes made to the HHT ladder. We talked to Kay Crist. Originally this department had five utilities. They've reduced it down to two. The workers feel to run safely that there is significant risk put on them to complete all the jobs. They are asking to have the third utility restored. In the contract under seniority it refers to Curtailment. But what is Major Curtailment? On the 21st of January you informed us that there would be curtailments, but it had already been done. Those people were blue slipped to the labor pool. Did they use their grandfather rights to the ladder? They were not given bump rights. The people that moved to the labor pool had vacations scheduled. Several people were told that they had to modify their vacations from Monday to Sunday instead of Day off to Day off.

MSC: Kay Crist is a pivotal person to this discussion, both for the historical purposes and for scheduling. We suggest that we hold until she can join us. At this time the company does not have plans to reinstate the third utility. If we restarted #6 case packer, we would look at reinstating the third utility worker.

USC: We understand that the company has the right to modify progression ladders. But we also think that the job needs to be done safely.

MSC: So you need a company response? The company does not plan to reinstate the third utility at this time. In the event that #6 Case packer was restarted, we would look at bringing the third utility worker back.

USC: We are concerned because of the number of signatures on the grievance that there may be a safety issue there. Hold timely until we can contact some of the stewards on the list to find out more information.

USC: Under curtailment you do not lose your blue slip.

MSC: This equipment was curtailed for so long. We moved the employees back to labor pool with wage rate retention and grandfathered rights. Household towel is blue slipped to two ladders. Now #6 case packer is closed permanently. Are you concerned that they do not have bump rights?

USC: Do they have bump rights now with the closure of the equipment?

MSC: Do they have enough seniority to bump to anywhere?

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USC: They are due bump rights.

MSC: We would just have training costs and bumps by employees who got bumped.

USC: I think we need to work through this and come up with a resolution. This could happen again in the future. We would like to see a list of the people with their seniority dates.

MSC: This was a curtailment when we first did this. We will look at the ladders and the seniority for the employees.

USC: Another issue is that those employees who were blue slipped back to labor pool should have their vacations honored.

MSC: He was a labor pool person back to January 2009. His vacations would not have been scheduled yet.

USC: This is for vacation scheduled back in June 2008.

MSC: We would have to look at this individual because we honor their vacations if they were already scheduled.

MSC: We looked at the vacations for the three individuals you mentioned. For the 2008-2009 vacation year, the individual asked for a vacation in January for a day off to day vacation which was granted. This year he asked for Monday through Sunday vacation. For the second individual, they had not scheduled their last vacation. His vacation was scheduled. The third individual had two weeks that had not been scheduled so he was given two weeks that were open. He responded back and asked for a different week and it was granted.

09-35: Call In

USC: The week of the 20th, the employee was working as a barge loader. Someone called in sick and he was asked to fill in. On his second day off, he was left off the call list due to not being qualified. If he was qualified to do the work on nights, why wouldn't he be qualified to be called in? In the response, it states that he was only allowed to do a certain portion of the work not the entire job. We are asking to hold timely until we can find out more information.

09-36: Relief Supervisor Work

USC: An employee on #7 Winder was attending a two hour meeting away from his work station. A relief supervisor was asked to fill the vacancy. The mate is asking for the pay.

MSC: The grievance was denied because the employee was training to work as a supervisor.

USC: The employee was outside the bargaining unit.

MSC: In the contract on page 27 paragraph seven, it states "An employee who accepts a job outside the bargaining unit will not perform bargaining unit work later the same day unless it is

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done within his regular scheduled shift". The employee was scheduled as a worker during that time.

USC: We will have to discuss this during lunch.

USC: We will hold timely until we can do further research.

09-37: OT for Employees on Special Assignment

USC: Employee worked a full week on special assignment but was still allowed to work overtime.

MSC: The employee started the week off on his normal shift.

USC: So the employee started off on his normal shift on Sunday, worked Monday normal shift and then was on training for his night shifts on Tuesday and Wednesday? The grievants are contending that the day that two employees worked on Monday was when they were on special assignment. In the week prior they are contending that a fellow employee should not have worked Sunday.

MSC: Let's discuss further when Kay Crist joins us later today.

MSC: Kay is now with us. The employees did not work a full week on special assignment on the week of 4th. They worked regular day shift on the Monday the 4th, and instead of working night shifts on the 5th and the 6th they worked days on special assignment. They were asked to come in and work on the 7th on their day off to complete their assignment. The employees were left on the mate list because they worked their regular job on Monday. Because they were on the mate list overtime was given to one of them.

USC: They are asking for overtime on 5/3/09.

MSC: The week the third falls in the employee was on special assignment on Tuesday and Wednesday, worked an overtime day on Thursday on special assignment and then worked regular shift on Sunday. The employee was made whole for Monday night.

USC: We will have to do further investigations. Hold Timely. While Kay is with us, we wondered when an employee retires, when do you blue-slip the remaining employees in the ladder who will move up?

MSC: They are blue-slipped on the day after the retiring employee's last day in the Mill even if the retiring employee is vacationing out because the retiring employee is essentially gone at that time.

09-38: Local 1097 Mechanics Committee – Area Call Ins

USC: Call in on the paper machine area. An electrician was told that his skills were too valuable and was not allowed to work on the down. On a call in from June 9th, he was not contacted. He

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is asking to be made whole. It has been agreed in the past that call ins were done by seniority unless it was for special skills.

MSC: We agreed to take employees out of alphabetical order and put them into seniority order. In order to do that we agreed to call the home crew first then call other crews. We will not be bound to call in seniority order.

USC: We do not believe that is the agreement.

MSC: It was discussed in Standing Committee and is part of the policy the clockroom follows.

USC: Do you normally keep employees in their own areas?

MSC: We keep some maintenance staff in their home areas so we can run without issues.

USC: Unless we can produce something that says a reason why they did not call in by seniority order, we will move the grievance along to the next step.

09-39: No Call No Show

USC: This employee was given a no call no show for not attending a PEO meeting for which she is a volunteer on. Are volunteers required to go to all meetings?

MSC: If you volunteer it seems that the employee should attend the meeting if they want to participate.

USC: There are a certain number of meetings they need to attend for training purposes. As long as they attend those meetings they should not be required to attend all of them. If you had made the employee whole for the night before, they definitely should attend the meeting. We would like to hold timely to do further research.

MSC: Do you know what date the meeting was? The meeting was 10/10/08.

USC: Hold timely until we can do further research.

MSC: We spoke with the manager and because the employee was not talked to about the no call, no show, we will take it off. However, if someone is scheduled for required training, they need to attend.

USC: Can you come out with some form of notification of the attendance expectation? Just so the employee's know there is a change.

09-40: Call In

USC: This is on elevator repair and troubleshooting. One of the most junior employees in the mill was called in before the senior employees.

MSC: This is the same issue as 09-38.

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09- 41: Scheduling

USC: We believe that the employee should be made whole for Thursday and Friday. She is a day worker scheduled in Property Protection. Under Section 15 A the parties have agreed to a 40 hour work week. The employee is a day worker, Monday through Friday. She was scheduled for 12 hour shifts for the week during the down. She was told on Wednesday to stay home Thursday, Friday and was asked not to come back until Monday. They had labor pool employees doing clean up work during this time.

MSC: She is blue slipped PEO. She was paid for the extra hours that she worked.

USC: She was scheduled 12 hour shifts all that week. If she had not showed up those days, she would have been in trouble.

MSC: So you are asking for four hours?

USC: We are asking for her to be made whole for those two days. There are two issues. She worked overtime during the week and labor pool people were doing part of her work.

MSC: What part of her job was being done by Labor Pool?

USC: Sniff Testing. There was also someone scheduled nights through Saturday from the Labor Pool.

MSC: We spoke to the Supervisor. The employee worked eleven straight twelve hour shifts. The supervisor told the employee that because they had worked so many shifts, he was letting her take Thursday and Friday off plus her normal weekend to return on Monday.

USC: There was a labor pool employee scheduled on night shifts with the employee through Saturday. At a minimum she is owed 8 hours for both of the days she was sent home. She was scheduled for twelve hours for those days, so we would be throwing off the four hours of overtime for both of those days.

MSC: We focused on the language that states that an employee cannot be laid off solely for the purpose of limiting their hours of work. The supervisor didn't offer the time off to avoid overtime, and the employee did not give any feedback that she desired to work instead of having some time off.

USC: We spoke with the employee to see how it was handled. The supervisor spoke to the people as a group letting them know that they were having a four day weekend. We still are asking for eight hours for Thursday and for Friday.

MSC: We hold our position of splitting the hours for a total of 8.

USC: We will move to third step.

Agenda Items:

Progression Line Changes in North Converting

MSC: We are notifying you that we are making changes to the progression line in North Converting. We want to make case packer part of the wrapper bundler step. We would take the utilities and make them wrapper/bundlers with higher wages. We think we have more work in the wrapper bundler area, so we would like to take one more utility worker into the Wrapper/bundler, making 8 wrapper bundlers, and 3 utility workers. We think this will help us make more cases safely.

Displaced Employee

USC: We had the issue with the employee in the Kraft mill, the employee was deemed disqualified. The employee passed his probationary period and then six months later is disqualified for the job. We would like to discuss what the right thing to do with him is. The employee was placed in labor pool and will be returned to a position in ABT. The problem is we've violated 40 people's seniority rights by moving him back to ABT.

MSC: Anything we do in standing committee supersedes the contract. We didn't demote anyone. There happened to be an opening in the ladder at that level. So no one was given a promotion. Would you like us to go back to our original procedure and put him back in the Labor Pool?

USC: Maybe the correct thing was to freeze him and not let him move up.

MSC: The employee made it successfully through his probationary period. He was having trouble with his own job duties.

USC: We need to discuss this further.

MSC: We should talk to the stewards in that area.

Departmental Scheduling Guidelines PM 6&7

MSC: We would like to be able to review them and come to you with a proposal. We would like to have the scheduling across the department be as consistent as possible. We will try to bring to the August Meeting for review.

May Standing Committee Minutes

USC: We should have the minutes to you by the end of the week.

Vacations for Reliefs

USC: We used to have people trained up to cover vacations. They would follow lettered crews and would be allowed to take vacations day off to day off.

MSC: In the vacation year 2006 the scheduling guidelines were sent out to the mill. It stated that Labor Pool and vacations reliefs were only allowed to take Monday through Sunday vacations. It came to standing committee and it was decided that vacation reliefs would be able

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to take a vacation following their lettered crew and be allowed to take a day off to day off vacation. We need to come up with an agreement on how vacation reliefs will be allowed to take their vacations.

Annual Outage

USC: Typically those doing the planning during the outage are given higher rate of pay. This year half way through the down, employees in the steam plant had it taken away. The employees are very upset. They used to pay the employees the higher rates and the employees would go out and do the planning, lockouts and whatever was needed to make the down go well. They were all paid set up rate.

MSC: We agreed that employees on special assignment would no longer be paid the set up rate of pay. They would be paid the highest rate they were qualified for. During the down, the employees who came on board on special assignment to help should have been paid the highest rate of pay in their ladder, but had not been paid. Other employees who were not on special assignment should only have been paid their blue slipped rate.

USC: The employees in the steam plant were told that the Kraft mill and recaust were doing the higher rate of pay and were told that they would get it also.

Disqualification Issue

MSC: The employee has demonstrated that he will not be able to fill the duties of his work. Is this something that should be discussed with the employee and a standing committee member to determine what the employee wants and then bring it back to standing committee to find out what the company needs are and what the employee wants.

USC: The employee does not think there is an issue.

MSC: Is there a way to come up with a win/ win situation for all parties involved.

Allowance for Failure to Provide

MSC: HHT ran out of paper on June 24th, and they called off the night shift. We say section 17A applies because we caught the employees before they had left for their shift.

USC: For a normal shift A applies.

MSC: For Monday days they were called Sunday night and told they would not come to work. They believe Section B applies.

USC: Section 17A applies to your normal shift. Section 17B applies to your day or days off.

MSC: On May 25th we decided not to run the robot room. The clockroom called the employees at home on Sunday evening. They want to apply section 17B because it was a holiday. And they also are asking for a call time. This was a normal scheduled shift so section 17A.

Day at a Time Vacations

USC: We have an employee who is trying to schedule a Day at a time vacation July 7th. On page 32 of the Contract book it states "Prior to taking the one (1) week of day at a time vacation, all Personal Floating Holidays (earned in the previous contract year or carried forward from the previous contract year) must be taken. Subsequently, day at a time vacations days will be scheduled using the same notification/approval requirements as per Personal Floating Holidays." As long as she has used all her floaters and gives proper notice she should be able to take it. She is told that it will probably not be granted because of overtime.

MSC: Do you know the supervisor? We need specific information about it to look into it.

USC: The shop steward instructed her to put in a hard copy of the request to demonstrate she is giving proper notice.

MSC: Some days people like to take off as a floating holiday. At some point you have to stop granting them because you would have too many employees gone.

USC: We can understand it being denied due to lack of manpower, but overtime is not an excuse to deny it.

MSC: We will look into this further.

Shipping Bid

MSC: There is an employee who bid into shipping on his probationary period. The employee has not had a chance to train in the #5pm area yet and he is almost through his probationary period. We would like to extend his training period by two weeks.

USC: Has there been a problem with his reviews?

MSC: They are just asking for two weeks more to evaluate him.

USC: Have you spoken to the employee?

MSC: Yes the employee agrees to it.

USC: If the employee is in agreement then we are fine.

Probationary Period Extension

MSC: The supervisor is asking for an extension to the training. The supervisor is getting mixed feedback from the crews and he would like to get to the bottom of it.

USC: This has happened before and it ended up that we moved them to another crew. We will grant both requests. We have seen that extensions are being asked for because of the lack of reviews. We do not want normal reviews to be happening around 90 days. The employee needs the opportunity to correct any problems they may have during the probationary period of 60 days as covered in the labor agreement.

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MSC: That is a fair comment and we will address it.

Calculation for Absenteeism

USC: An employee was five minutes late for work. She is not relieving anyone and is on straight days. Traditionally a foreman would deal with this on an individual basis. In this case, some time after that it was being counted towards absenteeism in the system. If the company is holding the line on being tardy, the absenteeism is being counted as 30 minutes, and it should only be 5 minutes. The employee made up the time and stayed late.

MSC: It was a tardy per our attendance policy.

USC: Tour workers have the courtesy relief time so there is a cushion into their time.

MSC: We have layers built into the no call no show policy that help protect someone that has a tardy on a rare occasion.

Disciplinary notices from Employee File

USC: We are asking for the employees who signed the last chance agreements at the time of the computer file access issue to have the disciplinary notices removed from their files.

MSC: To remove those notices removes the documentation of the whole process they went through. How long have they been on the last chance agreements?


USC: They are probably going on fifteen months of the agreement. There have been no other instances for the employees.

Permission to drive on the Mill site

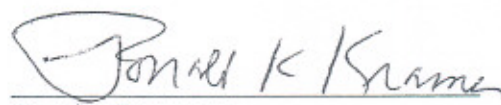
USC: We have an employee who is no longer allowed to drive in the mill. Could we consider letting him drive a cart or truck to be able to fulfill his PEO duties.

MSC: We will look at it for the next meeting.

Meeting Adjourned.



For the Union



For the Company