

Standing Committee  
July 16, 2008

**USC:** Patsy Rudat, Vince Leonard, George Brajcich, Mike Bouse

**MSC:** Michael Tompkins, Jim Lowman, Ian Dieter, Ron Kramer, Shawn Woods and Frank Walsh.

**JSC:** Both

Mike Tompkins presented on the Wauna Mill Costs for the year and also on Risk Assessment and the impact on the mill. Mike left after the presentations.

**Grievances**

**08-08 Work Contracted Out, 08-24 Late Notice of Schedule Change**

**MSC:** These will be heard by Mike Tompkins in Third Step.

**08-23 Pulp Slab**

Continue to hold timely pending further review by the SAC.

**08-25 1097 Mechanics Committee: Contracting Out**

Company responded at third step on 6/9/08.

**08-27 1&2 PM Curtailment**

Company needs to respond at the third step.

**08-33 Electricians: Kelly Day modified PLC Programs, 08-34 ABT Electricians: EE (slry) doing PLC Program, 08-35 ABT Electricians: EE (slry) doing PLC Program**

**MSC:** Company responded at third step on 6/9/08.

**08-45 1097 Mechanics Committee: Contracting Out**

**USC:** This grievance was due to contracting out by Corporate Headquarters for a service contract agreement that was in place. This should be reviewed quarterly, with information about when they are coming into the mill, and what work they will be doing. This is work that should be turned over to our employees after they have been trained so we do not have to have contractors coming in to do the work. Some of this work should be done more often than quarterly, and if our employees were trained to do the work, it could be done more often. Our people should work with the vendors and get trained to perform the work.

**MSC:** That was the intent when the project was in proposal stages. We fully intend to get our people working with the vendors so that the work can be done by our employees to keep the LGV's running correctly.

**JSC:** Our employees will work with the contractors to get training when they are here. The grievance is resolved.

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**08-55 ATFFH**

**MSC:** We have reviewed past standing committee minutes for the definition of bona fide. Over the years, the committee has created its own definitions. Minutes from 1999 state that the employee will be granted an ATFFH if their absenteeism is below 2.5% and they have reported to work and left due to health or family emergency.

**USC:** In 1995 we negotiated ATFFH. They were negotiated for the people who had good attendance records which was below 2.5% and for a bona fide reason. The company changed the absenteeism rate to 1.6% but has never been negotiated for the ATFFH. The same criteria from 1995 are still in place. If their absence would put them over 2.5% they would not be eligible to take it.

**MSC:** We do not know if the absence for that day was included in the 2.1% for this employee.

**USC:** Bona fide Reason is really a reasonable person test. This instance was for a one day absence for health reasons without a doctor's care.

**MSC:** If the employee was going over 2.1% regularly and used all of his floaters as after the fact floaters, we would question his reason for absence. The employee's percentage was 2.17% including that absence. Over half of his floaters taken in the previous year were taken as ATFFH.

**USC:** What you feel is abuse of ATFFH is created by some people not being allowed to take their time off. This was an issue about the reason for the absence and if it is considered bona fide.

**MSC:** We will discuss this further and come back with an answer today.

**MSC:** We discussed this further. We want employee's to follow the ATFFH guidelines. We will allow the employee to have his ATFFH granted. We would like employees to start scheduling their floating holidays in advance.

**USC:** One reason employee's take ATFFH is if it is scheduled, we are no longer able to cancel it. You should be able to cancel it prior to the final schedule.

**MSC:** We will not allow people to go back to that. It is an administrative burden for the company.

**08-56 Benefits**

**MSC:** The month that the employee was laid off and then the next month per contract should be covered. If he paid for benefits for the month of February, he will be paid back those expenses.

**USC:** There was another employee who may have actually paid COBRA.

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**MSC:** In these cases, they need to work directly with the COBRA administrator.

**08-57 1&2PM Crews: Break Times**

**USC:** The problem in this area, is that the work that needs to be done, still exists. There are just fewer people to carry the load. The employees are just not getting to take their breaks.

**MSC:** When we last discussed this we asked if this happened often or just periodically.

**USC:** If the machine is not running well, they understand that they may not be able to take a break. But if it is normal running day, they should be able to take a break.

**MSC:** We do not see the crew being overworked or not able to take their breaks. In instances where the machine is in the hay, they are very busy. We modified the production schedules so only one of the paper machines would be on narrow sets at a time. If for some reason both machines ended up on narrow sets unavoidably in the production schedule, we could bring in an extra 4<sup>th</sup> hand. The crew may be trying to get their 5<sup>th</sup> hand back but it is not going to happen. We can go up and look at how it is going right now.

**USC:** How do you accommodate for the employees to get their rest periods?

**MSC:** We did an analysis based on packets per hour, and thought by eliminating the 5<sup>th</sup> hand we would be manned sufficiently. We realized afterwards that an extra person would be needed when there were colors and narrow sets on both machines simultaneously. We think we have resolved this issue. We can schedule the machines so we only have one on narrow sets. We can run slower so the winders can catch up. If we have to run colors and narrow sets on both machines we can bring in extra help.

**USC:** We consider this resolved if they are making the accommodations discussed.

**08-58 Bid Rights**

**USC:** This is a discussion about a job that was eliminated in the progression ladder, not a permanent progression ladder closure. This was discussed in the January 24<sup>th</sup> meeting about people who were having their job displaced, and then when the job was open they could come back. The company told the employee this. We would like to see that the three employees who were told this information have this agreement honored.

**MSC:** Their individual situations are all a bit different. Two of the employees had not left the department yet, and one was working elsewhere.

**USC:** The agreement was in effect, we agreed to the change the company made, but we want to have the company honor the agreement for the three affected employees. When they transferred out they had the right to come back. Employees are only allowed to have seniority rights in one progression ladder. They have the right to go back to their job when their permanent or higher job became available.

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**MSC:** If the employee refuses the permanent or higher job would they lose this right?

**USC:** Yes they would lose that right.

**MSC:** Are you asking for the employee to work in an area at a higher rate of pay, without going back? For the other two employees how would that work?

**USC:** It would have to be the same.

**MSC:** And they would carry that rate with them?

**USC:** Yes, they would be wage rate retained. Not red circled.

**MSC:** On page 45 of the contract in the paragraph where they are talking about job rate retention. They would not have their rates increase; they would get a percentage of the prior year based on what was negotiated. The first interpretation was incorrect, and we re-communicated it. The employees are basing this on the first interpretation. The question is "Do they have to accept the higher or same position?" We will allow the employee to stay in the storeroom with his grandfathered rights to go back. In the event that he does not go back, he would go to storeroom rate. The employee who never left would not be affected. The other employee who chose to go to a lower paying job would not be allowed rights. We will allow the storeroom employee his retained rate, in the storeroom, and if asked to go back will lose the rate if he doesn't go back.

**USC:** We will accept the agreement for the employee in the storeroom. This then satisfies this grievance completely.

**08-59 36ABT Maint Crew: Contracting out**

**USC:** This is grievance is because it is routine work that our employees could have done.

**MSC:** This was capital work. Prior to contracting it out, we did all contract reviews correctly, we looked at manpower availability, and determined that we could not staff for new construction so we contracted it out.

**USC:** Hold timely until we can speak with the crew involved.

**08-60 Scheduling Issue**

**USC:** This grievance is for the day of the 12 hour power outage. It was B Crew's normally scheduled day. The maintenance people routinely request that a coordinator be present. This is similar to a situation last year during a four day power outage. There were issues short coverage and it ended with the coordinator being made whole for work they should have done. This year, a coordinator was not assigned again and we are asking that the coordinator be made whole for the work. This would have been his regular rate of pay and his regular work day.

**MSC:** Is the issue that the supervisor signed the paperwork.

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**USC:** Yes, this is our work. But also there is the maintenance issue. They needed to have scheduled the person there to do the Safe Work Permits.

**MSC:** The grievance is being filed because the supervisor signed the paperwork.

**USC:** That is part of the grievance the maintenance is part of the argument for the grievance.

**MSC:** Is this normally part of the employee's job to do this type of work?

**USC:** Yes.

**MSC:** When you make him whole do you mean one twelve hour shift?

**USC:** Yes one day.

**MSC:** We will try to find out more details about this today.

**08-61 Sixteen Hour Scheduling**

**USC:** This grievance is because people are being scheduled for sixteen hours. We allow employees to work sixteen hours in an emergency but not be scheduled for it. The employees agree to work twelve hours, but sixteen hours is to cover for someone with a disability. In the past when this has come up it will be stopped for a while and then starts being scheduled that way.

**MSC:** What do you mean by making the employee's whole?

**USC:** Our resolution is to schedule for 12 hours not sixteen.

**MSC:** Is it because this one person cannot work 12 hours?

**USC:** Yes, they are restricted to 8 hours. There are other people in the ladder that could cover the other 4 hours. Or you could ask for volunteers to be covered.

**MSC:** Are you asking for four hours pay for someone else?

**USC:** No we are asking for the employee's to be scheduled 12 hours and find a way of covering the other four hours.

**MSC:** We agree that we should not intentionally schedule sixteen hours days.

**JSC:** Grievance resolved.

**08-62 Scheduling Issue**

**USC:** This grievance is being filed because the employee felt they should be scheduled to cover the yard job on the weekend, but someone else in the A-2 package was scheduled.

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**MSC:** The scheduling was done poorly but we do not see that we violated the contract.

**USC:** We went through this before and filed a grievance because the employee said he was not qualified to do the position.

**MSC:** The employee was only qualified to cover the dump truck but not qualified to run the cat.

**USC:** A mechanic can run a piece of equipment if it is needed to do the job. He should not be used to run the equipment.

**MSC:** We do not think this is a contractual violation.

**USC:** You have the people in MSG which were from the Yard Crew and they traditionally did that work. There is no process to filling the position. There was no contract violation. We do believe that operations should do that work instead of using people from the A-2 package.

**MSC:** There are times when that makes sense. But there are other times that we need to use the A-2 package employees to cover for absences.

**USC:** The local union would like you to acknowledge that cat skimmers on the chip pile would also be qualified to cover this work.

**08-63 Call in #5PM**

**USC:** There was a call in process used to fill an operator vacancy. The employee was not part of the list, but should have been.

**MSC:** They went through the operator pool, and after that the call in list says call anyone. The employee filing the grievance believes that when call anyone is applied you would start at the top of the crew by seniority on their 3<sup>rd</sup> and 4<sup>th</sup> days off. But the call in procedures do not currently state that. We would be willing to clarify that in the procedure but not willing to pay the grievance to the employee.

**USC:** This could be resolved by going back to the crews and updating the call in procedure. Then the changes would be brought back to standing committee.

**MSC:** When it says call anyone we think that means we can call anyone.

**JSC:** This grievance is resolved.

**08-64 Outage Plan Staffing**

**USC:** The employee is filing a grievance for not being scheduled to run the pulper during the down. Machine Tenders are not trained to run the pulper but they should be.

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**MSC:** During the down, # 6PM was curtailed and #7PM was running. #7PM gets it broke from the #6PM broke pulper. Machine Tenders were scheduled for fire watch on PM6. We skipped down through the ladder and put the senior most qualified person to run the pulper.

**USC:** You need to schedule by seniority.

**MSC:** Hold timely

**08-65 Pension Payment**

**USC:** There are no reductions for our maximum pension. The pension administrator is trying to restrict the payment.

**MSC:** Did we get a copy of what he is getting paid. It would help us out if we knew what he actually is getting paid.

**USC:** We will try and contact him to see what he is getting paid.

**MSC:** If he wants to have this fixed, he will need to help us out and get us the payment information.

**USC:** Hold timely until we get that information. Also, the schedule 56 does not include everything we have negotiated or what is in our contract.

**MSC:** Once we get this issue resolved, it will shed light on any other issues there may be.

**08-66 Nalco Pressure Wash**

**USC:** This grievance is being filed because Nalco came in and displaced these two workers to do pressure washing.

**MSC:** Is the chemical they used one that they routinely use?

**USC:** We do not know but they were still in the mill doing our work.

**MSC:** The chemical being used was one that is not used here and the employee's were not trained. Wouldn't this fall under special skills for contracting out?

**USC:** No they were displacing workers.

**MSC:** We routinely have chemical contractors onsite doing pressure washing. In this particular case, we used a type of acid foam which requires Nalco to come and do the work for us. It required a special foaming machine to use the acid.

**USC:** We are putting you on notice that you need to notify the local when this work is being done. This is displacing our employees.

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**MSC:** This job does not displace our workers; we would never do this work using local 1097 workers.

**USC:** We will take this grievance to third step.

**08-67 Discipline No Call No Show**

**USC:** The employee had a disciplinary action for no call no show. He is asking for it to be taken a way. If there is a disciplinary action it should be for absenteeism. He did call but it was after 7.

**MSC:** Are there any guidelines around start time and timeliness of calling in? They need to call before their shift starts. The employee had one year added to his suspension that was already in place.

**USC:** But he did call

**MSC:** The clock room called his house looking for the employee. After the clockroom left the message, he called back a couple minutes later, and said he was sick and couldn't come in. When he returned the employee's crew let us know that he was just sleeping in and was not sick.

**USC:** We are not contesting that; he did call so his disciplinary action would not be no call no show. It should just be failure to come to work.

**MSC:** No call no show gets the employee in more trouble than if we managed to contact them and it would just be absenteeism.

**USC:** What if you were in a car wreck and were unable to call in?

**MSC:** It is determined on a case by case basis. If there is a phone available they must call in before their shift.

**USC:** We would like to have the company bring the employee in with a shop steward and explain the no call no show rules to him, explain what a no call no show is, and explain that you have added a year to his suspension.

**MSC:** We found something interesting in the contract on page 19 stating that the employee needs to call in four hours prior to his shift unless unavoidable. We will have a conversation with the employee.

**08-68 Clean up #5pm / 08-69 Scheduling #5pm.**

**USC:** The contract states how overtime is addressed and says that overtime will be given to the job classification. Overtime should be for the employees who do that work on a regular basis.



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**MSC:** There are full crews on Monday and Tuesday running the machine. But will still be bringing in extra a machine tender and a back tender for extra clean up for both days. Monday would be the 2<sup>nd</sup> and 3<sup>rd</sup> day off, and Tuesday would be the 1<sup>st</sup> and 4<sup>th</sup> day off. This created two grievances. The guideline for a call in procedure is to start from the top of the ladder down. This was scheduled in advance and was on the preliminary. Someone could have come forward to dispute it.

**USC:** Where was this work done? In the building?

**MSC:** Mostly in the building

**USC:** You scheduled someone to do this. If no one had volunteered who would have to perform the work.

**MSC:** The junior people who are lowest on the ladder. Wash up is defined in the call in sheet as being work from the top down. There was plenty of time to straighten it out when the schedule was preliminary and there was an obligation to notify us.

**USC:** You should schedule by job classification that includes clean up work. Scheduling and call in guidelines are not the same.

**MSC:** Why would wash up be on the call in list?

**USC:** When the work is scheduled in advance the job should go to the job classification in which it would occur. Machine tenders and back tenders do not do clean up. When calling in, you would go to your call in procedures.

**MSC:** Call ins should not go to the machine tender or back tender but past practice is to call in from top down.

**USC:** Then we should settle it from top down until you change the practice. Overtime should go to the job classification and clean up should be done on straight time using labor pool.

**MSC:** If we used the call in procedure as our scheduling guideline, the employees for Grievance 08-69 should have been called in for the second day. We will pay this grievance, but going forward management will review the call in and scheduling practices to simplify it.

**USC:** We withdraw grievance 08-68.

**08-70 Chip Testing at Night**

**USC:** This is where a screen room operator was paid overtime doing chip test. Overtime needs to go to the job classification as it occurs. The chip tester list should have been exhausted before going to the screen room. If on straight time, the screen room operator could have done it.

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**MSC:** We are not sure why the chip tester would think they would be called in. We had a truck dump that was not working correctly. The chip tester was testing chips and we needed another employee to come in and monitor the screens. The screen room operators are the ones who start and stop the blowers.

**USC:** Screen room operators start and stop the blowers, if there is a problem with the truck dump, the chip testers would take care of it.

**MSC:** Hold timely until we can research the two job position duties.

**08-71 Transfer of Overtime**

**USC:** You can have on shift move ups and you would fill the jobs with straight time. If you have work on overtime, you would pay overtime for the job classification in which it occurred.

**MSC:** If this occurred 5/12 why are we seeing the grievance this late.

**USC:** The employee was told by a supervisor that said he would be paid, but then went on vacation. When he returned, he was told by another supervisor that it wouldn't be paid. So he filed a grievance that was sent to Kay Crist. She answered it, but we did not receive the answer.

**MSC:** Hold timely until we can get the schedule from Kay.

**Issues:**

**MSC:** We are requesting that Rob Masse be brought in to the A-2 package to cover vacancies that will occur within the next year and a half when our two senior crane operators retire. We propose that we bring him in as an intermediate mechanic and start an apprenticeship.

**USC:** We do not have issue with him coming in at the lower rate as long as there is not a vacancy. Once there is a vacancy he would have to be paid the higher rate.

**MSC:** We are trying to get him trained before we have a vacancy.

**USC:** We have no issue unless there is a vacancy.

**Unitizing Vacation Scheduling**

**USC:** It was our understanding that the vacation scheduling was going back to what it was last year, but in Unitizing they can only take one week for all of summer. The union's understanding was that all vacations go back to what they were.

**MSC:** This was discussed last meeting. Fred Ceruti needed to discuss this with Becky Phillips. There are still 27 weeks left for people to take their vacations.

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**USC:** There are 27 weeks left because people are not allowed to take their vacations off during the summer and they can bank their vacations. The supervisor told an employee that we were going back to that way. But then said the next day that we were not going to change vacation back.

**MSC:** It is that supervisors right to schedule vacations that way.

**Early Disability Retirement**

Employee was determined unable to return to work by his attending physician. The Company will now separate his employment and he can pursue early disability retirement.

**Quality Lab Vacations**

**USC:** The Quality Lab has vacation guidelines to allow a certain number of employees off per week. Employees have made a private agreement with their supervisor that is allowing junior employees to cover each other's vacation. They do not think that the guidelines apply to them because they work day shift.

**MSC:** We will need to look into this.

**Hours Cap**

**MSC:** The employee in MSG is approaching his hours cap. We would like to see if the union will allow an extension for him.

**USC:** We do not have a problem with giving him 60 days as long as you are trying to correct the situation. If you are not able to correct the problem, we ask that he gets moved back to his old position (MSG crew back as it was).

**MSC:** We will agree to utilizing him as a move up for a maximum of 60 days. We are looking into this and are trying to find a solution.

**Embossing Roll Change**

**USC:** On #6ABT when embossing roll changes are done, they also have wrapper changes and other work that goes along with that. What happens is that towards the end of the shift we lose continuity because a new shift for operations is coming in and they are not aware of the issues. What happens now is the employees who have been there all day are being asked to stay over and work sixteen hours. We do not want to have to force people to work sixteen hours. We need to look at scheduling a crew to work the down with maintenance to try and make the down go faster and create less time for maintenance.

**MSC:** We are interested in hearing ideas to make the changeovers go as smooth as possible. We will take it to the area leader.

**Courtesy Reliefs**

**MSC:** We wanted to clarify that a shift starts at 6:30 in converting. When someone doesn't come in, they may need to stay until 10:30 or until their relief comes in. We have

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some employees who are showing up early for their 6:30 shift, that do not feel that they need to stay until 10:30.

**USC:** We do not have issue with this as long as when you shut down for a holiday do not start their work at 6:15 rather than 6:30.

**MSC:** The vacation day ends when the shifts start. There are different times.

**USC:** We have no problem with this.

**SAC Name Change**

**USC:** SAC committee has asked to change their name to the Wauna Safety Council. They are going to reinvigorate safety in the mill and getting subcommittee's going.

**MSC:** We do not have problem with the name change.

**Workman's Comp Physical Therapy**

**USC:** Scheduling Doctors' appointments. The contract says that if the company schedules the workers comp appointment the employee gets paid. We are saying that in order to get paid the employee's should go through the company to schedule their appointments.

**MSC:** What is the benefit of the company scheduling these appointments?

**USC:** So the employee gets paid for the doctors' visits. Employees should not have to go to a worker's comp doctor on their day off.

**MSC:** If we were scheduling these appointments we would make sure to schedule on their days off. We will need to discuss with Kim Groulx.

**USC:** Employees should be able to schedule appointments with the mill nurse so they get scheduled.

**MSC:** We need to talk to Sherri from the medical office.

**USC:** This was brought up at the union meetings.

**Union Leaves of Absence**

**MSC:** We have been getting leave requests for union members. In the past when things come up we follow the guidelines to make sure they are being scheduled and done in accordance to the contract. We understand that some short notice meetings occur and we will honor them on a case by case basis. We are starting to get requests that seem to be out of the scope of the union leave request language.

**USC:** Union leaves have been used for more than conventions and conferences. We have union leaves for many different reasons.

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**MSC:** We understand how it has been used in the past.

**USC:** We do not argue the fourteen day notice. We have never had an issue with the scheduling.

**MSC:** The Company understands you have specific Union commitments but we cannot have Shop Stewards and other 1097 Officials doing Union business on Company time. All we ask is that the Union stays within the scope of the language with regard to Union leave.

**USC:** If you do not get a letter from the recording secretary of local 1097 the union business would not be authorized.

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For the Union

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for the Company