

Standing Committee  
November 18, 2009

USC: Ken Enneberg, Vince Leonard

MSC: Chad Davis, Tom Day, Frank Walsh, Shawn Wood, Ron Kramer

**Grievances:**

**08-43: 1097 Mechanics Committee – Contracting out Phone Work**

MSC: Arbitrator Dorothy A Fallon selected - USW to appoint Advocate

**08-65: Pension Pay**

MSC: Arbitration scheduled for 1/13/10 in Astoria.

**08-86: USC – Filling Vacancies**

MSC: Need notification of request for fourth step.

**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: Scheduling Employees 16 Hours, 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: Mediated 7/23/09. Union desires additional discussion. We have requested Ken Enneberg meet with Ron Kramer to discuss the information.

USC: There is a book from the 1995 negotiations that addressed this.

MSC: We do not understand the forty hour information. This was about more than two shift changes.

USC: The fact that the employees were shorted hours makes other conditions apply. Section Sixteen, Item D in the Labor Agreement also applies, "An employee who as been required to work overtime, or has been required to work on his assigned day or days off, shall not be laid off on one of his scheduled work days in the same week solely for the purpose of limiting his hours of work to forty (40)."

MSC: We will review it and then meet to discuss it further.

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

MSC: Arbitrator Burton White selected. USW to appoint Advocate.

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

MSC: Arbitrator James A Lundberg selected. USW to appoint Advocate.

**09-12: Scheduling**

MSC: Company is holding position. What is the status with union?

USC: If the company provides a copy of the scheduling guidelines, we will consider the grievance resolved.

**MSC:** We do not see a need for developing guidelines. The contract supports how to cover vacancies.

**USC:** We will move to fourth step.

**09-31: Recognition Clause**

**MSC:** Discussed on 11/13/09, Union to respond.

**USC:** We will hold timely until we get more information.

**09-34: Scheduling / Staffing Level**

**USC:** Hold timely until December meeting when other members are present.

**9-35: Call In**

**MSC:** Third Step heard on 11/6/09.

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

**MSC:** Mediation requested on 11/4/09.

**09-43: Schedule Change, 09-45: Jurisdictional Work Dispute, 09-46: Local 1097 Scheduling Maintenance during Summer Down, 09-47: Local 1097 – Contractor Hole Watches, 09-50: Local 1097 Contracting Out, 09-56: Overtime for Hole Watch, 09-62: Local 1097 Mechanics Committee - Jurisdictional Dispute, 09-63: USW Local 1097 – Benefits Premiums**

**MSC:** Third step 11/6/09

**09-60: Salaried doing B.U. Work**

**USC:** Hold Timely

**09-64: USW Local 1097 – Lay off Pool**

**USC:** The lay off pool is not being scheduled by seniority. Junior employees are being scheduled on better paying jobs and days off.

**MSC:** There are five jobs in the lay off pool.

**USC:** On Page 22 of the Labor Agreement, “A Layoff pool means the labor pool or the yard based jobs, plus any other jobs which may be designated for the purpose of permitting qualified senior employees, who would otherwise be laid off from work, to exercise their seniority.” The jobs are outlined in Exhibit D of the Labor Contract. In October 2009 the Layoff pool was 35, this year it is 105. It has increased threefold.

**MSC:** We need names of the more senior employees who are not being scheduled correctly. You are saying that the labor pool and the lay off pool are one and the same.

**USC:** We are asking this to be moved to third step.

**MSC:** The layoff pool and the labor pool are not the same thing.

**09-65: Pay Rate**

**USC:** These are employees who were in the lay off pool. They were scheduled in the quality ladder and they were paid less than the job pays. The answer to the grievance only says that it was denied.

**MSC:** To clarify, the employees were in the labor pool not the layoff pool as defined on page 67 of the labor agreement. The individuals were doing a task, bringing in samples, but they were not testing and had not been trained to do the testing. We agree that there should have been more information on the first step grievance response.

**USC:** So this was work in addition to the regular testing employees.

**MSC:** This was done to get a handle on quality in the area. They were out collecting samples for quality but not doing the actual testing.

**USC:** Hold timely until we can talk to the grievants to verify what they were doing.

**09-66: Transfer of overtime**

**USC:** Section 15 B of the labor contract talks about hours of work. When such overtime is required, the company will make a reasonable effort to assign the overtime in the classification in which it occurred. On October 24<sup>th</sup>, the crew had an extra operator that day, but was only trained to be a roll handler. The operator's job could be covered with the extra helper. This left the machine tender's job open for overtime. They did an on shift move up but only with half the ladder. The back tender was moved up to machine tender and left the back tender filled with overtime.

**MSC:** This was addressed in August 2008. The issue was which vacancies should be scheduled first, full week absences or ones that will just be for a few days. It was scheduled with full week absences first per the agreement, and then filled the daily vacancies. The crew was moved up to cover the whole week absence and then filled the extra day.

**USC:** Do you have copies of the schedules?

**MSC:** We've asked Kay Crist to join us. If someone is gone the whole week, we can move up on shift for full week vacancies and then cover the random floaters where they land.

**USC:** I thought when we talked full week vacancies it was by tour not the actual week.

**MSC:** That is not how the agreement reads in the minutes for grievance 08-71. In that instance it was very similar; it was two days within a week's time.

**USC:** What are the restrictions if you do not follow a lettered crew?

**MSC:** If it is a labor pool, they can work random shifts. If someone was supposed to work four shifts, and we only needed three days, we could give them Sunday instead giving them four days of work.

**USC:** We would like to discuss it further with the other members who are not here. Hold timely.

**09-67: Overtime**

**USC:** A back tender was moved to another crew to fill an absence as a machine tender. Senior moves are not done unless the absence is for more than two weeks.

**MSC:** This is similar to Grievance 09-66 but then covered random vacancies with overtime.

**USC:** There is something about this in the scheduling guidelines that senior moves cannot be made for less than two weeks.

**MSC:** In Section 24 of the labor contract, Item C it does not limit the senior moves to more than two weeks.

**USC:** When there is a senior move, they will move the senior operator out of the pool and into the back tender position. The senior #2 operator will move to the vacancy by the #1 operator.

**USC:** It has been a past practice not to do senior moves if it was less than two weeks. Because employees end up getting shorted time, it was agreed not to do them for less than two weeks. When the departments did their own scheduling, this was all kept internally and was not written down. Hold timely.

**09-68: USW Local 1097 – Transferees**

**MSC:** Third Step Requested 11/3/09.

**USC:** This is for the people who transferred up from the Coos Bay Facility. There are seven grievants, which makes it a third step grievance.

**MSC:** Do you need anything from us?

**USC:** No, we are basing it on past practices.

**MSC:** When we did it with employees from Camas, we had a mutual agreement to waive the probationary period. Most of these employees were not working at the Coos Bay Facility at the time of the transfer.

**USC:** Was everyone who came from the Coos Bay facility treated the same?

**MSC:** We have to look into that. We can pull the employee files to see what the offer letters say. If they were not working at GP, we did not bring them in at full pay.

**USC:** What about Bellingham? Did those employees come in at full pay? Send the information to the Union Hall for us to look at. Hold Timely.

**09-69: Written Reprimand**

**USC:** We do not have a first step answer on this grievance. It did not come through on the copy.

**MSC:** We will find the answer from the supervisor.

**JSC:** Hold timely until we can get the information.

**09-70: Jury Duty Pay**

**USC:** An adjuster in South Converting that got jury duty and missed a day of work that was overtime. He was not paid the eight hours of jury duty for that day. Under the jury duty allowance, it says that it will not be excluded because it was overtime pay. It appears that it was counted towards his absenteeism.

**MSC:** Normally when the jury duty pay is put in, it backs out the absenteeism.

**USC:** He has the documentation from the court that he served that day.

**MSC:** He is asking for eight hours, but is he really asking for eight hours less the amount he was paid.

**USC:** Yes.

**MSC:** As a learning experience, we would like to send this back to first step with the intention of paying this. We just want to go through the contract language with the supervisor. There is one other thing you should be aware of about this situation; the shop steward from the area seemed to drag their feet when the employee asked about filing it.

**USC:** We heard a rumor that it might have gotten lost. We will follow up with the shop steward to make sure we remain timely.

**09-71: USW Local 1097 – Trading Days / Time Off**

**MSC:** Third Step Requested 11/5/09.

**09-72: USW Local 1097 – Written Reprimand**

**USC:** An employee punched in 11 minutes late and was charged with a no call no show. We think this a case of where the company is getting the attendance policy and the tardy policy from Section 19 of the labor contract, "If a tour worker does not report for his regular shift" This means they do not show up at all, not show up late for work. If the employee does not show up period, they would have to notify four hours prior.

**MSC:** The employee did not contact prior to the start of the shift.

**USC:** Reporting to work can be on time to work or late to work, but still comes to the mill to work.

**MSC:** We discussed this and do not agree with what you say. We did provide leniency to the employee back in July.

**USC:** This is not a no call / no show.

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**MSC:** We disagree about what the definition of No Call No Show is. We ask that someone who will be tardy to still call in.

**USC:** There are some areas where employees will not have cell phone coverage.

**MSC:** There are mitigating things we would consider such as acts of god. In this grievance, there are not mitigating circumstances. The employee did not call before the start of the shift. If the employee had called in, it drops him down to the lowest level of discipline of our attendance policy.

**USC:** We do not see that it is a no call no show in the contract. Hold timely until we can discuss.

**MSC:** As a reminder, please remember that the labor agreement references a requirement to call in four (4) hours prior to the start of your shift if you are not going to be able to make it.

**09-73: Rate of Pay**

**USC:** In the 2/18/09 Joint Standing Committee minutes, we discussed a higher rate of pay for employees on #1PM and #2PM when they were operating both machines. Newer employees are not being given this same rate.

**MSC:** We acknowledge what the company said at the meeting. What is at issue here for us is that there was a separate agreement to bring additional help.

**USC:** Hold timely until the details of the agreement can be shared.

**Agenda Items:**

**Quality Message**

**MSC:** Did you know about the quality alert that Craig Puzey sent out and the crew meetings that are being held?

**USC:** No.

**MSC:** Here is a copy of what was sent out.

**Absenteeism**

**USC:** We've discussed prior to this, the employee was charged a half hour absenteeism for being five minutes late. There was no crew to relieve, and the supervisor just told her to stay late to make up the time. There is also another instance where her supervisor approved her to stay over and make up an hour and a half to make up time for her being late. We also have two other employees who are being charged absenteeism, for being less than 2 hours late.

**MSC:** If someone is late 10 minutes, they should be charged 10 minutes absenteeism.

**USC:** It appears that someone is going in and retroactively changing the information months or weeks later.

MSC: Please provide us copies so we can follow up on them.

### Heavy Equipment Operators

USC: There are some employees in the steam plant operating heavy machinery. There are now plans to train them to operate the equipment. We think that is in violation of the MSG Ladder as it is several jobs up to operate the equipment.

MSC: There are five jobs in the yard crew. The third job up, Equipment Operator who would be pushing hog fuel, makes about the same rate of pay as the person who would be trained.

USC: There is a progression ladder within equipment operator where they work up to using a loader.

MSC: That isn't accurate. They are all equipment operators and could be assigned to whatever job they need to do for the day not based by seniority. Our intent is to have people trained in the steam plant so when the hog fuel pile is low on a Sunday, we can get the work done on a straight time basis as long as it is contractually legal.

USC: We need to talk with the workers.

### Recaust

USC: We think we should look at the utility position and make it bumpable.

MSC: There is a Recaust operator, one rung ladder with a common relief, a utility. When the operators are on vacation, the utility moves up to cover, and then we bring in a labor pool that has been trained to come in and do the housekeeping.

USC: There are several times on the schedule, when the labor pool has been moved up for a couple of weeks. There are also some jobs in the bleach plant where labor pool is being used as the bottom layer. Maybe we could be prepared to discuss this at the next meeting.

### Time Line

MSC: This employee got an extension on his training period.

USC: We asked at the last meeting to be present at his next evaluation and we were not.

MSC: There is another case where they are asking to extend the 60 days by 20 days because the bidder has been on vacation 20 days.

USC: We will contact them to determine how to proceed.

### Information Requests by Stewards

MSC: The clockroom is very careful about what information they give out. We ask for an information request.

USC: We do not have a problem with making the request in writing.

**Minutes, July, October 2, October 21.**

**USC:** On July minutes, we will try to review and make our suggestions this week.

**MSC:** And you do have the minutes from October.

**Layoffs**

**USC:** Concerning the fifteen employees on lay off, we understand that it could go through March. It appears that junior employees who are trained in more areas are being kept.

**MSC:** Our intent is not to circumvent seniority.

**USC:** We have some areas where employees are working overtime and yet we are laying people off.

**MSC:** With a mill this size, it is hard to match up to those needs. It is easier when a machine is shut down because then they exercise their bump rights.

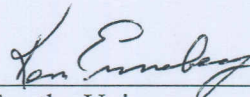
**USC:** What we would like to see is to get Converting Managers involved and talk it out. Maybe we can let some senior people take voluntary time off and give more junior people work.

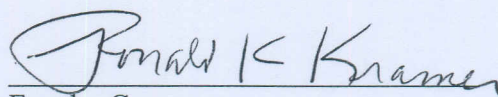
**MSC:** As you are aware from our earlier attempt to seek out a win/win solution to this need to reduce the workforce, the Company stands ready to further discuss the issue.

**#31 TT**

**MSC:** This department will be shutting down permanently. We will finish running up supplies for the line and then it will go down. We think we have enough supplies to run through December. It could run part time through March but it is on its way to close down. It will impact twelve employees.

**Meeting Adjourned.**

  
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For the Union

  
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For the Company