

**USC:** Ken Enneberg, Curt Ollilla, Bill Kerr, Mike Rochon, Paul Burgher

**MSC:** Eric Wilson, Ron Kramer, Chad Davis, Ian Dieter

### Safety

**Incident Investigation Policy:** Chase Parmenter and Jim Cochran presented changes to the Incident Investigation policy which clarified how third party events will be investigated and documented. The policy changes also clearly identify what a third party event is and add mill representative to the policy responsibilities section.

**USC:** What was in the policy instead of the new language for section 4.15?

**Parmenter:** The incident owner would lead the investigation. We have clarified it to be the Mill Representative.

**USC:** We do not want to lose the ability to be involved in incident investigations. We are concerned that the area representative is not trained in incident investigations and we have hourly investigators who are trained.

**Parmenter:** We are not cutting them out of the process, just not putting them in charge of the investigation. They will still have the ability to audit the investigation as they do now.

**USC:** We would like that documented in writing.

**Parmenter:** The auditing process and the contract language have not changed.

**MSC:** These changes are more a liability issue coming from corporate.

**USC:** As long as the union is involved and as long as it is in the rest of the policy. It is our understanding that the only thing removed was taking the safety office out of the scheduling process. Our concern is the facts and to prevent something from happening again.

### **Trailer Loading/Unloading Policy:**

Chase Parmenter and Jim Cochran presented the Trailer Loading/Unloading policy change which clarifies the responsibility of the hostler driver to ensure that the axles are slid to the rear of the trailer before it is backed into the loading dock to prevent the trailer from tipping when mobile equipment is entering or exiting the trailer.

**USC:** Has the policy been implemented yet?

**Parmenter:** We are still training before the policy can be rolled out.

**USC:** We are putting our loaders in an unsafe condition and putting them at risk. We are asking our employees to walk out where there is high traffic and poor visibility.

**MSC:** Did WSC review this policy?

Standing Committee  
December 8, 2010

**Cochran:** There are two issues being brought up here, a policy change done previously and the change today.

**Parmenter:** There have been concerns about lighting brought forward. But that policy has already gone through the approval process and is being rolled out.

**USC:** How do we know a contractor has done an inspection or not?

**Parmenter:** It is already part of their process. We just needed to document our expectations in the pre-inspection process. We are noting our expectations in the policy.

**MSC:** If we do not think that this process adds value to JSC we can look at that.

**USC:** It is being heard at WSC but it hasn't been voiced strongly enough. We should task the safety department to go out and view the process.

**MSC:** It is apparent that something is not working in the policy process.

**Parmenter:** We are reviewing the issues like lighting on a department by department basis. But we have to ensure everyone is trained before the policy goes into effect.

**MSC:** Does the lift truck driver do an inspection also?

**Parmenter:** Hostlers do the outside inspection and the mobile equipment drivers are responsible for checking the inside.

**USC:** This is just another policy that we will be disciplined on. Some of our trailers would not pass inspection.

**Parmenter:** We have noted that trailers are being used that do not pass inspection. WSC is looking into this.

**USC:** Where is the trailer inspection site?

**Parmenter:** That inspection site was engineered but never implemented.

**Cochran:** May trucking does their inspection under contract.

**USC:** What happens if we find something wrong?

**Parmenter:** Contracted trailers are reported and May trucking replaces them.

**USC:** How can they do the inspections when they are already behind in their work?

**Parmenter:** It is supposed to happen per contract. If it is not happening we need to know about it.



**Grievances:**

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

**MSC:** Discussed at Step 2 on 11/17/10.

**USC:** We highlighted and went through the list of instances. We don't see anywhere where you think you have violated the contract.

**MSC:** You should have a cover letter asking for the grievance to be withdrawn because it is without merit.

**USC:** In our last discussion Kay Crist talked about an issue where people were scheduled consistently four day shifts. You have labor pool people working more time than the department people. But now the labor pool employees are not able to complain about being scheduled multiple 3 day work weeks. Maybe there is some way we can catch these people in the system that keeps senior employees from being shorted time when junior employees are being scheduled for more time. It will be impossible for Kay to remember who she is scheduling. We would like some way to flag it for her.

**MSC:** Is this just a few people or is this a big issue?

**USC:** It's a big issue.

**MSC:** The mechanism for a senior employee in the labor pool is to bid on a job. Have you had actual individuals come to you and complain that they can't work out the issue with Kay?

**USC:** We are not trying to say she doesn't try. We want some way to help her. Some people don't want to call Kay and make an issue.

**MSC:** We can have a conversation with Mike Huff to see if this might be possible. If someone is getting three days a week for months on end, we need to look at it.

**USC:** That is why we went through the schedules and highlighted the three day work weeks. There is a way to fix it without making it a huge deal. This is a way to be proactive. This happens to reliefs too when they are bounced from one crew to another.

**MSC:** We don't think it is a contract violation if we are working labor pool employees three days a week. In the compressed language there are three day weeks and constitute a full week.

**USC:** A tour worker averages a 42 hour work week over an eight week cycle. The senior people should be entitled to a 40 hour work week average.

**MSC:** We would have to cross train everybody to allow for scheduling that way.

**USC:** What do you call someone who works on shift and then works in the yard crew? Tour Worker or day worker? We look at this as a seniority and scheduling issue.



Standing Committee  
December 8, 2010

**MSC:** We understand that but it is not a contract violation.

**USC:** Compressed scheduling does not negate the rest of the contract. We are not arguing that there are not 3 day work weeks but not for eight weeks in a row. You have heard our concerns and we are trying to figure out a way to make sure our senior employees have not been violated. If we cannot resolve this we will move it on.

**MSC:** We would be able to discuss this on a case by case basis. If the employee is not comfortable about coming in, they can come in with one of you.

**USC:** They may not be uncomfortable coming in; it is more that they don't want to throw a red flag up with their name. We feel that if we got back to where we started a couple of years ago, you will see your labor pool numbers come down and you will be able to keep the people there that want to be part of the labor pool.

**MSC:** You have seen the beginnings of that on 6/7 PM.

**USC:** If people have scheduling concerns while they consistently have short weeks we would like them to come forward so we can get it looked at while it is happening. They should contact Human Resources or the union Standing Committee members.

**09-65: Pay Rate**

**MSC:** Awarded at Step2 on 2/17/10.

**USC:** We have heard that only the two people who signed the grievance were paid, but there were other people who should have been paid that didn't sign the grievance.

**MSC:** We did not discuss any individuals other than those two employees in the February 17, 2010 minutes. There was no mention of any other individuals and who they were.

**USC:** If you felt like these two people were good that it would be everyone else that did the work?

**MSC:** We didn't agree with the grievance, we felt that as it was two people involved and on a non-precedent setting basis we would pay it and move it on.

**USC:** We knew there were others; we thought you had those records. Those two employees filed for everyone else doing the work. The other employees didn't know that they had to have their signature on it.

**MSC:** We paid the grievance on 11/24/2010.

**USC:** The employees had not received pay and brought it to our attention.

**MSC:** We are uncomfortable with this as there were only two names on the grievance. Nowhere was there ever a listing of anyone other than the two employees mentioned.

Standing Committee  
December 8, 2010

**USC:** It was mentioned that there were labor pool employees. There were 6-8 employees affected including the two employees.

**MSC:** We will discuss at lunch.

**MSC:** Do you know how many more individuals we are talking about?

**USC:** When this was brought up at the union meeting the other night we were told 6-8 including the two named.

**MSC:** We are trying to get a handle on what the cost would be.

**USC:** We would not ask for anything more than what was paid to the other two.

**MSC:** If we are talking about a maximum 10 people and a difference of a \$1.73 per hour, get me a list of names and we will look at it.

**USC:** We like the wording all affected employees in the grievance. We will get you the names.

**10-09: USW Local 1097 – Contracting out to Brawn Insulation**

**MSC:** Our records show that this is void and included in 10-06? We are confused because this contracted out language is related to 10-06.

**USC:** Did you notice on the grievance that there was an information request?

**MSC:** We ask that you put it on a separate sheet so we can get you that information timely? We have the cover letter and the grievance.

**USC:** It is in the last line of the grievance.

**MSC:** We will get you that information. If you look at this grievance it is part of 10-06.

**10-20: PM7 Tad Fabric Call Ins**

**MSC:** Third step answered 3/8/10.

**USC:** The call-in guidelines are still being worked on. We want to do this the right way and identify all these departments and have it done contractually by having the mill manager sign it.

**MSC:** The process is you have a group talking about it that includes representation from union and company, then it would be brought here and then the mill manager approves?

**USC:** We think if we get them documented that this will eliminate a large number of grievances.

**MSC:** We show that we sent a third step answer and were waiting to hear back from you.

**USC:** We show that we were holding timely.



Standing Committee  
December 8, 2010

**MSC:** We usually keep it timely at the 2<sup>nd</sup> step. If we were working it, it wouldn't have gone to Mike. The latest discussion was in April 21, 2010 Standing Committee.

**USC:** We would like to give the departments until February 2011 to get the guidelines completed.

**MSC:** Who wants the guidelines?

**USC:** The grievance was written on PM7 but PM6 agrees so both parties want them.

**MSC:** Both parties need to put it together and then show them to the company. If you are asking the company to put together we are not motivated to do that because we do not see that there is a problem.

**USC:** The original paper machine guidelines do not address the issues on PM6/7.

**MSC:** It is up to the union to come forward with the proposed changes. What is being done with this grievance? To us it is closed.

**USC:** Let Tony Benson know that we will be bringing a proposal. Does he want to be involved in the drafting of the guidelines?

**MSC:** We will talk to him about it. On grievance 10-20 our position is that we thought this grievance is closed when we did not get a response from our third step answer.

**USC:** On our tracker sheet we show that we were working on the scheduling guidelines and holding timely.

**10-41: Jurisdictional Work Dispute**

**MSC:** Company issued a 2<sup>nd</sup> step response 10/18/10.

**USC:** On May 6<sup>th</sup> security was called to clean up some of the racks to secure a place. Looking at the dates this is probably when they were roping off the Kraft Mill yard as a staging area. This would not be an emergency. We have people do this and it is part of their job description. We should have someone scheduled to do it or stay over to get the job done. The grievance is asking for the senior employee who would have done the work to be paid. If there were an emergency and there was no one available to do the job then we would agree to security doing it.

**MSC:** We have no way of knowing how long it took and how many racks they were dealing with.

**USC:** It was probably about an hour to do that job.

**MSC:** You are saying we can settle the grievance by paying one hour of overtime to the senior employee.

**USC:** Yes.

**MSC:** In good faith and a non-precedent setting basis and if it would completely satisfy this grievance we will pay one hour of overtime to the individual. You will have to identify the individual to be paid.

**10-45: Wage Rate Retention, 10-48:- Scheduling on PM5**

**MSC:** Response to Company Settlement offer dated 9/20/10. You reviewed the offers with the employee.

**USC:** Yes we reviewed them with him.

**MSC:** He has declined those offers?

**USC:** He has declined them. We will take to third step.

**10-72: Scheduling**

**MSC:** USC Requested Second Step 12/2/10.

**USC:** This is a case where we have a couple of operators who traded shifts and then the WPL called in. The person involved on that trade was on the shift but was frozen. The person was moved up to cover the WPL position.

**MSC:** Are we sure the employee is frozen?

**USC:** Yes the employee was frozen.

**MSC:** How long ago was this?

**USC:** A few years ago.

**MSC:** It would be documented in their employee file? How come the employee did not tell them they were frozen?

**USC:** The response from the area supervisor shows he knew that the employee was frozen but also calls them qualified. The grievant is not trained but has been called in and paid to do that position.

**MSC:** And he is signed off?

**USC:** He is not signed off. What really should have happened is that there should have been a call in instead of moving up someone that was frozen by the company.

**MSC:** We would like to hold timely so we have time to check in to information. We would like to talk to the area supervisor.

**JSC:** Hold Timely.



**Agenda Items:**

**Tug Crew Weekend Call In Procedure**

**MSC:** The Tug Crew is asking to change their call in procedures. Currently they call down the list until someone accepts the call. That person is the person they call for the rest of the weekend. They are asking that seniority applies to calls each day. They work down the list and the person who accepts would be called for the rest of the day. Then they would start at the top of the list the next day.

**USC:** Who initiated these changes?

**MSC:** The crew as far as we know.

**USC:** Per the labor Contract, Section 24, Seniority, page 26 Section H, Paragraph 2 “ Additional Seniority Ground Rules may be established or existing Seniority Ground Rules changed by mutual agreement of the parties. When mutual agreement has been reached by the Union Standing Committee and the Company Standing Committee, to be effective, such Seniority Ground Rules must be reduced to writing, identified as such and signed by the Mill Manager.” If we agree here, they need to be reduced to writing and signed by the mill manager. We want to make sure that we are doing this correctly. Should the agreement be taken back to everyone on the call list?

**MSC:** There are only four employees that can operate the tug. The rest are the mates. If you think it should go back to the employees on the call list we are fine.

**USC:** Hold timely and we will check on it.

**Mandatory Meetings on Union Meeting Days**

**USC:** We would like to request that the days we have regular union meetings that mandatory meetings not be scheduled.

**MSC:** Are you talking about meetings they hold at the hall?

**USC:** Yes, the ones on first and third Wednesdays.

**MSC:** We will have to look at it.

**New Time Clocks**

**MSC:** We didn't want to send out notification without making you aware of it first. The Kronos time clocks will be replaced next week (the week of December 13<sup>th</sup>). The new clocks will function similar to the current Kronos clocks.

**USC:** Will all the clocks show the badge number?

**MSC:** Yes they will have the badge number.

**USC:** Will we get messages on these clocks?



**MSC:** We believe it has been disabled on these clocks.

**USC:** We are not adding time clocks, just replacing the existing ones?

**MSC:** No we are adding also. We will get you a list of the locations.

**Hours of Employees on SA and Set up**

**USC:** We were getting the hours of employees on special assignment or on set up. But we've stopped getting this information.

**MSC:** That is for move up supervisors and special assignment projects?

**USC:** Out of the bargaining unit.

**MSC:** They are grouped together they are out of the bargaining unit?

**USC:** Not working in blue slip job. Special assignment jobs are being paid the highest rate of the department.

**MSC:** Are you saying that special assignment is the same as someone setting up for their supervisors?

**USC:** They are out of their job. We were getting that information before but it has dropped off in the last couple of months. We are just asking for the report. We want to be clear that we do not agree that special assignment jobs are in the bargaining unit.

**MSC:** In June we requested two people to extend beyond the six months. The answer was no, and we ended up getting two new people involved in the project.

**10-33 DATV**

**USC:** The employee took two DATV vacations and then tried to take the other two vacations. He called in January 30<sup>th</sup> and was denied by Kay Crist. He tried to schedule them 5/16-17 and was denied and then asked for 5/25 and 5/30 and was denied. The employee is asking to get his last two days.

**MSC:** What grievance is this?

**USC:** 10-33. If we can get this back to first step with the agreement that he can use them for a wrestling tournament that is coming up.

**MSC:** 6/18 JSC the union asked to hold this grievance timely. Has he already carried over floaters?

**USC:** The grievance is that he had DATV that he could have used but was denied. All he wants is two granted days off without pay because he has already been paid for them.

**MSC:** He took his first DATV on 2/10/10.

Standing Committee  
December 8, 2010

**USC:** Nothing was ever reviewed on a case by case basis. Everything was denied because it may cause overtime, not that it would cause overtime.

**MSC:** What are the dates that he is wanting off?

**USC:** If we kick it back to first step we know they will be used in the next month, or month and a half. He's already been paid for the time off. He would give enough time for the scheduler. We are asking that he take two granted time off days at first step on a non-precedent basis.

**MSC:** Contractually there has not been a violation.

**USC:** We are contractually required not to sell our vacation.

**MSC:** Contractually that was changed in May 2006 by standing committee. Are we still in the same vacation year? This grievance is being remanded back to first step.

**USC:** Standing committee cannot change the contract. To have access to your DATV days you have to use up all your floaters. It is a savings to the company to allow someone to use up their DATV's because they have already been paid for.

**Attendance Policy**

**USC:** We have a draft attendance policy. We have not had a chance to get anyone together to go through it. We need to have discussion about it. We still have a problem with no call no show. If an employee doesn't call and doesn't show up to work it is a no call no show. If someone has a flat tire on the way to work and is unable to call soon enough that is not a no call no show, it is just a tardy. The penalty needs to fit the crime.

**MSC:** We hear what you are saying. We are not opposed to working on that.

**USC:** The main thing is both parties need to keep this going and get a workable solution.

**MSC:** Have you thought about as a committee taking this draft and show us the changes you are thinking about? For us it is easier if we are looking at it on a time frame basis not a reason basis. It would be better if it was worked as a full standing committee issue. It would be nice to see a united union suggestion.

**USC:** It is not just a cut and dried issue. A time frame thing would not work in all situations.

**MSC:** There is act of god language.

**USC:** We will work on it.

**Appeals from Suspensions**

**USC:** There was an agreement that two employees who received disciplinary suspensions for violation of lock out tag out policies would put on safety meetings and they met the criteria of the agreement.



Standing Committee  
December 8, 2010

**MSC:** There were four expectations. Machine Tenders and Back Tenders step forward and accept leadership. All crew members would be proactive. No violations of LOTO will occur. Time off without pay.

**USC:** To the best of my knowledge all the agreements have been met.

**MSC:** We need to verify with Shawn and Jeremy that all the criteria have been met.

**Safestart**

**USC:** The Company is getting ready to implement the program. We just want you to know that the Executive Board and the Union has never signed off on it.

**MSC:** The initial offer was to have the union drive the program. The company is going to take the driver role and we will get through the first two modules. The Leadership training is on the 17<sup>th</sup>. The Union leadership has been invited to that. Safe start is teaching the first two modules January and February. The leadership training is the Safestart overview. After the first two modules have been presented we would want to get back together to discuss how to get the rest of the modules going. We want to get the process started and Safestart will guide everything.

**USC:** The first two modules will be salaried?

**MSC:** It would be hourly and salaried.

**USC:** How much time will each employee be putting in?

**MSC:** Each module is two hours and we believe they will be scheduled at the same time, so each employee would be scheduled four hours.

**USC:** When will you be asking for volunteers?

**MSC:** After we do the first two modules, a steering committee would be put together and they would guide the program. We think we will be asking for 7 hourly steering committee members and 5 salaried members. We would like a Standing Committee member and WSC member included on the committee.

**USC:** Who are you working through?

**MSC:** Safe Start. We could have safe start come in and present the rest of the modules if that is what we want to do.

**USC:** Are you still going to come back and ask for people to be set up out of the bargaining unit?

**MSC:** Not anymore.

**USC:** The steering committee would not be as involved as safety captains are at Halsey?



Standing Committee  
December 8, 2010

**MSC:** Halsey runs the program with their trainers coming out of the bargaining unit only when they need to do training. They do a couple days here and there and then are back on their regular job. There would be no need to put someone on special assignment.

**USC:** That sounds different from the previous proposal.

**Shift Relief**

**USC:** The Wauna Mill Maintenance Guidelines & Policies A44 for Filling of Temporary Shift Millwrights/Electricians positions. The following Sections; Section 2 – B, “It is clearly understood that replacements must be available for relief purposes.” Replacements will come either from the pool of trained relief’s or from employees on their scheduled days off. 1) “When day shift reliefs are used, assignments will be rotated between the trained volunteers.” Section 4-C “It is clearly understood that replacements must be available for relief purposes. Replacements will come from the pool of trained relief’s, from shift mechanics on their scheduled day off, or from other employees on their scheduled days off.”, Section 5-C Per compressed work week language (Exhibit D), “Relief coverage will be paid per contract agreement, for vacation, holiday and absences less than two weeks. When known in advance that relief coverage will be necessary for a period longer than two weeks, excluding vacations and holiday coverage the compressed rate will be paid.” What this is saying is that if they work up to two weeks, they will be treated as a day worker with 8 hours of straight time and 4 hours of overtime and Sunday’s would be paid eight hours of overtime and 4 hours of double time.

**MSC:** We were with you up until the mention of the double time. Why would that be?

**USC:** Day workers never lost double time. It was inadvertently deleted from the contract, but should have only been deleted for tour workers. In the November 15, 2006 Standing Committee Minutes under item number Fourteen – Language Change it states, “USC: Had a conversation with Bob Silvas, Corporate Labor Relations negotiator, and he agreed to keep the language around Sunday pay over eight hours intact for day workers, i.e. double time after the first 8 hours on Sunday for day workers. Please update the Labor Agreement posted on the intranet with the correct version.” The compensation is to make up for the loss of being shorted by the transition back to day shift.

**MSC:** What happens if someone only works Sunday and no other days that week?

**USC:** Time and half then double time.

**MSC:** We need to do some research on it.

**USC:** It used to be for everybody but it was negotiated away for tour workers.

**Next Standing Committee Meeting**

**USC:** We do not have anything planned for negotiations after the third, fourth and fifth of January.

**MSC:** Then we would just stick to our regular schedule. We would meet again on Wednesday January 19, 2011.



**Shift trade**

**USC:** 11/12-13<sup>th</sup> to nights on the 16<sup>th</sup> and the 17<sup>th</sup>. Employee 1 was supposed to work nights on the 16<sup>th</sup> and the 17<sup>th</sup> but works days on the 12<sup>th</sup> and 13<sup>th</sup>. Employee 2 called in for emergency vacation and the trade was okayed by the company.

**MSC:** The trade was okayed but the two parties were not able to cover their part of the deal.

**USC:** When you make a trade you assume the other person's vacancy. He was paid straight time to cover the shifts that Employee 2 should have worked.

**MSC:** The trade was approved but something happened that one or both parties were unable to work their parts.

**USC:** They changed work days and you are holding Employee 1 accountable for days that he couldn't work.

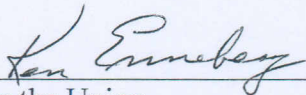
**MSC:** What is the purpose of the trade?

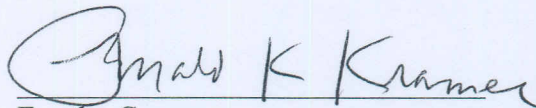
**USC:** Once it has been agreed on it is their schedule.

**MSC:** Is there a grievance on this?

**USC:** We will write the grievance.

**Meeting Adjourned.**

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Company