

Standing Committee
December 16, 2009

USC: Ken Enneberg, Vince Leonard, Curt Ollilla, Paul Burgher, Brandon Kent, Mike Bouse

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

Mike Tompkins joined the meeting to give an update on the business. The mill's reliability efforts are paying off. Wauna Mill recently received recognition for most improved and most value creation with reliability. 2009 has been a year of improvements for Wauna. The Noise Wall is considered a success. Product development is ongoing. The QNBT transition went well. The Angel Soft changes will begin next month. Environmental is doing well this year. There will be curtailments on #2PM and #31 Winder will begin running 2 shifts 7 days a week in the first quarter. The decision to run part-time allows the mill to have product flowing through the first quarter and the Avalon Conversion. The mill's safety performance is about 20% better than 2008. The challenge for the Mill is the "Point of Decision" around a task and doing it safely. HIRA is trying to address that.

Grievances:

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

MSC: Arbitrator Dorothy A. Fallon selected – USW to appoint their Advocate.

08-65: Pension Pay

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

08-86: USC – Filling Vacancies

MSC: Is the Union going to request that this grievance proceed to fourth step?

08-90: Local 1097 – Mechanics Committee

MSC: Mediated 7/23/09. Union desires additional discussion.

08-91: Local 1097 – Mechanics Committee – Call Time – Shift Changes,

MSC: Mediated 7/23/09. Union desires additional discussion.

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.

08-104: USW Local 1097 Mechanics Committee – Call Time – Shift Changes,

MSC: Mediated 7/23/09. Union desires additional discussion.

08-106: Scheduling Employees 16 Hours,

MSC: Mediated 7/23/09. Union desires additional discussion.

09-06: Call Time – Shift Changes per week,

MSC: Mediated 7/23/09. Union desires additional discussion.

09-10: Local 1097 - Schedule Changes,

MSC: Mediated 7/23/09. Union desires additional discussion.

09-12: Scheduling

MSC: Company holding position – status with the union?

USC: Same as previous meetings.

09-16: Local 1097 Mechanics Committee- Call time – Schedule Change

MSC: Mediated 7/23/09. Union desires additional discussion.

09-31 Recognition Clause

MSC: Discussed on 11/13/09, the Union was to respond to the Company's suggested settlement.

09-34: Scheduling / Staffing Level

MSC: USC held timely on 11/18/09. This matter had been referred to the WSC for determination if there is a safety issue involved.

09-35: Call In

MSC: The Third Step answer was issued on 12/2/09.

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

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

09-42: Call in – Warehouse Utility

MSC: Before paying this grievance, we wanted to discuss it based on a past document Vacancy Coverage Procedure in November 2002. We've asked Kay Crist to join us to explain. Pulp hauling to the slab belongs to the shipper position. Pulp hauling is extra work and should be covered from the top down.

USC: In the early 2000's there was not the warehouse utility position. That job may have been that at that time. In this particular instance, they needed someone to assist the warehouse utility with the amount of rail cars that had come in. The Standing Committee asked Norma Dittrich to create a clear guideline which is the document we think you are reading. The problem with that is that it has not been posted anywhere. The original one is still posted, and the version you have has never been posted anywhere, and no one knows about it. Even if it was done, and you have a copy of it, no one else has it. The Management Standing Committee agreed to pay it. You have the warehouse utility that unloads rail cars and they unload barges when there are not rail cars.

MSC: What is your understanding of the correct revision date of that document? March 2004?

USC: The problem is that no one knows about it and if you ask them, they bring up the old version and that is what they go by.

MSC: The latest revisions didn't go through Standing Committee?

USC: They are not attached to any of the minutes.

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MSC: When the pulp is being hauled to the slab, it is high lift utility work. When it is being unloaded it is considered extra work and it would be given from the top down.

USC: What they are referring to is the hauling of the pulp and stacking it out by the clock room or other areas of the mill using the train. The warehouse utility does this work. Moving the pulp and stacking it in other areas is a junior job and is usually only work that is done during the down.

MSC: We just want to make sure the right person gets paid for the grievance.

USC: The Company agreed to pay this in September and is still discussing it in December. The work belonged to the warehouse utility.

MSC: We will get it paid.

USC: We would like to get written notification at the hall when a grievance has been paid. Then we don't have to keep asking about them.

MSC: We can do that as soon as the minutes have been approved and signed. The minutes act as the second step answer. To clarify, unloading rail cars are the job of the warehouse utility.

09-43: Schedule Change, 09-45: Jurisdictional Work Dispute,

MSC: Third Step answer issued 12/2/09.

09-46: Local 1097 Scheduling Maintenance during Summer Down,

MSC: Third Step answer issued 12/2/09.

09-47: Local 1097 – Contractor Hole Watches,

MSC: Third Step answer issued 12/2/09.

09-50: Local 1097 Contracting Out,

MSC: Third Step answer issued 12/2/09.

09-56: Overtime for Hole Watch,

MSC: Third Step answer issued 12/2/09.

09-60: Salaried doing B.U. Work

MSC: USC held timely on 11/18/09.

09-62: Local 1097 Mechanics Committee - Jurisdictional Dispute,

MSC: Third Step answer issued 12/2/09.

09-63: USW Local 1097 – Benefits Premium

MSC: Third Step answer issued 12/2/09.

09-65: Pay Rate

MSC: USC held timely on 11/18/09.

09-66: Transfer of overtime

MSC: USC held timely on 11/18/09.

09-67: Overtime

MSC: USC held timely on 11/18/09.

09-68: USW Local 1097 – Transferees

MSC: USC held timely on 11/18/09.

09-69: Written Reprimand

JSC: The JSC held timely on 11/18/09, never presented at first step.

09-70: Jury Duty Pay

MSC: To be awarded at first step.

09-73: Rate of Pay

MSC: USC held timely on 11/18/09.

09-74: Maintenance Call In

USC: We are going to withdraw this grievance. The employee was not part of the home crew, and for some reason this employee was left off the entire mill call list. You did follow procedure on the call ins.

MSC: It was a mistake made by the clockroom when the list was made.

USC: It is unfortunate that this occurred.

09-75: Attendance

USC: This person used some FMLA and then the illness went beyond the leave amount.

MSC: We agreed that as long as the person is being compensated all of that time would be considered approved. If they run out of S&A pay then they are responsible for the absences under the attendance program.

USC: The agreement was not about S&A pay. If it is all one instance they come back the same as when they left.

MSC: That is not how we remember it. The FMLA and S&A pay would be one instance. Once that ended it would not be covered. If you look at the Standing Committee Minutes for 2/18/09 under grievances 08-80 and 08-100, it states that the 12 weeks of FMLA and additional 24 weeks of S&A time off will be protected. What those settlements address was when someone doesn't exceed the amount of time covered by S&A and FMLA, but it doesn't address what would happen if they still need additional time on top of that.

USC: It is reasonable for the employee to have nothing different from when they left. It is part of the same instance.

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MSC: We will discuss this and get back to you. Do you have an example of when someone exceeded the time and came back?

USC: There were several of them that we had to contact you about. The intent was to treat it as one event if you leave at zero, then you return at zero.

09-76: Failure to provide Work, 09-77: Failure to provide work

USC: Grievances 09-76 and 09-77 are the same issue. The crew was called at home in the early afternoon and told not to report. If it is your regularly scheduled shift, and you are contacted before you leave home, failure to provide does not apply. If it is an over time shift, then the employee needs 36 hours notice. As long as you are notified before leaving for work there is no need to provide pay as long as it is a regularly scheduled shift. We withdraw the grievances.

A09 – O3: Letter of Discussion?

MSC: An appeal was filed, what is the union's intention?

USC: We would like to withdraw this appeal.

Agenda Items:

Swing Shift Maintenance Schedule/Pay

MSC: We have added a swing shift truck shop worker. In the past, the employees we have had working in the machine shop have been working 8 hours without a lunch and being paid for it. The exception is the roll grinder and blade grinder positions. Starting next week, our swing shift workers will work from 3:00 to 11:30 with a half hour unpaid lunch. We wanted to notify you of this change back to what we believe is the appropriate schedule.

USC: Will you be paying the graveyard shift differential for the last half hour?

Journeyman Painter

MSC: We've had a journeyman painter about to come out of his probationary period. His probationary period has been spent doing an extensive amount of training. We have not had an actual amount of painting work from him. We are asking for a three week extension for him.

USC: We will allow this.

Bids / Bumps

USC: We want to look at the bump jobs for #2PM and #31 TT to make sure we are all on the same page about which jobs are bumpable. In the past when we have had this situation we discussed the bump jobs at Standing Committee before the crews were notified. We want to make sure the letters are correct before they are sent out.

MSC: You are saying you were not notified prior to our discussions with the crews? We communicated the shutdowns with you prior to talking with the crews.

USC: But we did not discuss the bumpable list. There are some store room positions that people have bid into but have not blue slipped in yet.

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MSC: Those are considered open positions.

USC: Some of these positions should have been bid.

MSC: In the yard crew, not all of the jobs were bid because of the issues with the CDL licensing.

USC: This does not make sense at all. We have open bid jobs.

MSC: We have people who have bid to other jobs but until they blue slip they are considered part of their old department and those positions are not considered open.

USC: In the past, if the probationary period is halfway through, the position is protected so the training isn't wasted.

MSC: We considered jobs that are in probationary periods as not permanent bids.

USC: Some of these jobs take 20 years to get. They should be allowed to have grandfathered rights, but they should be allowed to finish their bid.

MSC: They can not hold seniority in two ladders.

USC: While they are in probationary period they should be able to finish it.

MSC: In the past, if you bid into a job that is potentially bumpable and you have 20 or 30 years of seniority you would not be bumped anyway. If you do not have enough seniority, they could be bumped after completing their probationary period. Once they sign their blue slip, they give up their seniority rights to their old ladder.

USC: We want to make sure we are not bypassing the bidding process. We've discussed this. We believe that all the job openings should be posted. The employees who are in their probationary period are allowed to finish it. Then if they do not have the seniority, they could be bumped from the job. A position that has a probationary period in it, it is not considered occupied until the probationary period is over. Open positions need to be filled by bid process.

MSC: There are eight positions in shipping. One of those positions is open. Then we would take half of the seven remaining jobs? We cannot have someone with less seniority bump someone who is in their probationary period. Maybe someone from the union could go through the jobs with Kay to determine which ones would be like that.

USC: Some jobs take twenty years to get. A job finally comes open, and then the person cannot bid on it because someone with less seniority has bumped into it.

MSC: If you have a job with one person in it, the seniority dates of the people occupying those positions would determine if they are bumpable or not, or if they are blue slipped or not blue slipped. It doesn't matter if they have not completed their probationary period. The vacation relief positions would not be considered bumpable.

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USC: What about the junior assistant position in the Kraft Mill?

MSC: The junior assistant is bumpable because it is covered by the labor pool.

USC: There are a couple of positions on the list that take a long time to learn.

MSC: We understand that, and realize that we may need to work something out if it puts the departments in a situation where they cannot run. On #31 we asked if they wanted to stay or go.

USC: This brings it back to our earlier conversation, #2pm is not being shut down yet, but #31 is being shut down, they are different. You are allowing senior people to bump out of #31 which is in violation of the contract. We need to sit down and discuss it. They have the right to bid out, but they do not have the right to exercise bump rights. They need to leave the ladder the same way they came in.

MSC: No one's bump rights are being changed. The timing is different.

USC: The senior employees need to be brought back into the ladder and leave the way they came in to the ladder. If you allow the senior employee's to exercise their bump rights now, it will create more problems. We talked about the possibility of the curtailments for #2pm and the closure for #31 but the timing has been changed. The Union Standing Committee should have been a part of those crew meetings, and before letters were sent out they should have been discussed and the details should have been hashed out. The list they have is not accurate and should have been cleaned up.

MSC: We hear what you are saying. Do you want us to make the change on the schedule Monday? We will make the change.

USC: Yes. That's contractual.

Manpower

USC: We sent a response to the company's decision to reduce the maintenance manpower and we have not heard anything back from the company. We requested a meeting and there has not been a response back.

MSC: We do not have more to say than the meeting we had with Vince Leonard and Shawn Wood.

USC: Your position stands?

MSC: Yes.

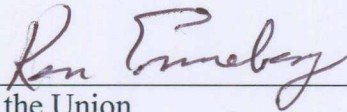
Meeting Dates

MSC: We would like to suggest that we change the meeting dates to the Tuesday before your union meeting, and start at 8am and just go until all the items have been discussed.

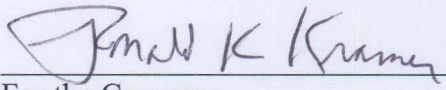
USC: We will discuss this.

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Meeting Adjourned.



For the Union



For the Company