Joint Standing Committee Meeting Minutes February 21, 2007

USC: Rick Erickson, Larry Reandeau, Ron Jones, Mike Bouse, Curt Ollila

MSC: Maury Shipper, Frank Walsh, Shawn Wood, Ross Procter

JSC: Both

Agenda

<u>Grievances:</u> 06-20, 06-28, 06-33, 06-34, 06-35, 06-36, 06-38, 06-40, 06-41, 06-42, 06-43, 06-44, 06-45, 06-46, 06-49, 06-50, 06-51, 06-52, 06-53, 06-54, 06-55, 06-57, 07-02, 07-03, 07-05, 07-06, 07-07, 07-08, 07-09, 07-10, 07-11, 07-12, 07-13, 07-14, 07-15, 07-16, 07-17

Other Items:

1. Request to Interpret Bid System

2. 2007 – 2008 Vacation Sign-Ups

Employee Wants to Be Added to Bid List

06-20: Contracting Out

MSC: 4th Step heard on 2/20/07.

USC: waiting a response.

06-28: Contracting Out

MSC: 4th Step heard on 2/20/07.

USC: waiting a response.

06-33: MSG Employee Displaced

MSC: This grievance was paid on 2/23/07.

06-34: Converting Rolled Crew - Violation Section 1

MSC: 4th Step heard on 2/20/07.

USC: waiting a response.

06-35 & 06-36:

USC: Made offer to the MSC for settlement.

MSC: Returned counter offer.

06-38: MSG Employee Displaced

MSC: Paid on 2/23/2007

06-40: Contracting Out

MSC: Agreed at 4th Step to pay 16 hours OT for three maintenance employees, two

electricians and one millwright.

USC: Will supply the names of the individuals that will be paid.

06-41 & 06-42: Contracting Out

MSC: Sent an offer letter to Union.

USC: Accepted settlement. Make check payable to Local 1097. Resolved.

06-43: MIS - Salaried Employees Performing Hourly Work

MSC: Agreed at 4th Step to pay 4 hours ST to three Millwrights.

USC: Will supply the names of the individuals to be paid.

06-44: Employee Call Time Removed

USC: Union membership did not accept the 2nd Step resolution at the Union Meeting. This grievance needs to be brought back to 2nd Step for reconsideration. Does not believe that it fits the criteria in the Labor Agreement.

MSC: Reviewed contract language.

USC: Doesn't believe that it fits since these meetings were not for specific crews, but were mill-wide.

MSC: This language applies to all kinds of group training, verbiage states "such as..." not specific.

USC: Disagrees. First the meeting wasn't scheduled, then supervisors put the call time on employees pay, then the company took it way and claimed it was a quarterly meeting. Will agree to settle if the meetings are scheduled in advance and if it is also noted on the schedule that it's a quarterly meeting and no call time is payable.

MSC: The problem was that some supervisors were paying the call time and some weren't. When it was brought to light, the call times were removed from the employees' pay.

USC: Will agree to resolve the grievance if in the future it is scheduled as a "quarterly meeting, no call time payable".

MSC: Will agree to write SOP for future reference.

06-45 & 06-46: Contracting Out

MSC: Heard and answered at 4th Step. Agreed that communication around project work on #7 is critical. Agreed to have Project Manager attend weekly Mechanics Committee Meetings.

USC: Hold timely.

06-49: Ladder Change in ABT

USC: Joe Ertolacci was supposed to meet with the crews and explain the duties and responsibilities for each position in the ladder. Wants to know if this has been done.

MSC: Will verify with Joe Ertolacci that the meetings had been held.

06-50: Improper Call-In

MSC: Employee was paid 02-23/2007.

USC: Resolved.

06-51: Employee Called-In on Floating Holiday

MSC: Supplied information, and written documentation to the Union showing that only one call was made to the employee, and that the employee accepted without notifying the Clockroom he was on a FH.

USC: Withdrawn.

06-52: Contracting Out

MSC: Paid on 2/23/2007

06-53: Contracting Out Notification Violation

MSC: Supplied copies of the Contract Review Sheet, the Contract and the Scope of Work Bid per Union request.

USC: Hold timely

06-54: Contracting Out

MSC: At Special JSC meeting on 2/13/2007 MSC agreed to pay \$1,500 to Local 1097 in settlement of this grievance. Local 1097 accepted settlement.

06-55: Contracting Out

MSC: At Special JSC meeting on 2/13/2007 MSC agreed to pay \$500 to Local 1097 in settlement of this grievance. Local 1097 accepted settlement.

06-57: Contracting Out

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07-02 Contracting Out MSG Work

USC: Will take to 3rd Step.

<u>07-03: Contracting Out</u> USC: Will take to 3rd Step

07-05: Contracting Out

MSC: At Special JSC meeting on 2/13/2007 MSC agreed to pay \$1,000 to Local 1097 in settlement of this grievance. Local 1097 accepted settlement.

07-06: MSG Crew Work

MSC: Spoke to Karen Sampair, who indicated that special training is not required for the Tele-Handler. She did have Overton come into the mill to do training on the Tele-Handler and Front End Loader for the MSG crew.

USC: Curt Ollila believes that any special equipment on a hyster requires specific training. He will investigate further. Hold Timely.

07-07: Call-In Procedure for Maintenance

USC: Agreed to settlement.

MSC: EPSS system has been set up so that each of the crews are brought up by seniority. There has also been an additional column added for specific skill sets. Still doesn't believe that the company is bound to go by seniority.

USC: We know that it is not in the contract book, but we have agreed in Standing Committee to specific call lists. When we had the previous Clockroom attendants they knew who had specific skills for specific jobs and they would call in the correct people. Somehow it has reverted back to alphabetic order.

MSC: This was corrected yesterday. Clockroom is also writing an SOP so that there is no confusion surrounding the maintenance call-in procedure. Doesn't agree that we should have to pay this grievance.

USC: The Clockroom didn't use the correct call-in list in EPSS, but instead used an alphabetic list of maintenance employees provided by Nina Roggow. At the last Standing Committee meeting we agreed to work together to get these lists resolved. This did not happen.

MSC: We did meet, however, we did neglect to include the USC in the actual meeting. Did have some conversations with R. Jones.

USC: Once again, the problem is lack of communication. We agreed at the last special SC meeting (2/13/07) that you would pay the two grievances, we would not file another grievance and that Ron Jones and Mike Bouse would meet with you to compile correct call-in list for the clockroom. You did not include either one of them in the meeting and

today we still have incorrect call-in lists for areas in the clockroom. Since you didn't hold up your end of the bargain, we have some additional grievances we want paid. Hold timely.

07-08: Progressive Discipline

MSC: Scheduled for 3rd Step, February 27th.

07-09: Remove Employee Name From All Investigation Materials

MSC: Provided copy of letter showing that employee's name did not appear on any official documentation.

USC: Resolved

07-10: Contracting Out - Kraft Mill Chip Washer

MSC: Scheduled for 3rd Step, February 27th.

07-11: Contracting Out M&D Digester

MSC: Scheduled for 3rd Step, February 27th.

07-12: Local 1097 Mechanic's Committee - Radio Policy

USC: Mechanic's who are required to carry a radio are being required to do so, even through lunch, without being paid. The issue is being required to carry a radio and respond to maintenance issues, but not being paid during lunch time unless an actual issue arises.

MSC: Doesn't see any difference between this and calling the lunchroom during lunch time and requiring a maintenance person to end his lunch period and go directly to work. If that happens then he is paid for his lunch break.

USC: Believes it is different when someone is tied to a radio. Could cut their schedule to 8 hours and have them eat on a fly.

MSC: Doesn't agree. Why has this suddenly become an issue?

USC: Believes it is directly related to RT and Gatekeepers. Believes that in the past the supervisors have dealt with this by paying for lunch or the employee leaving ½ hour early.

MSC: Doesn't believe that just because they are carrying a radio they are "on-duty".

USC: Disagrees. Believes that one way or another they have been compensated for this in the past by pay or leaving early. Now that we are in RT, there is no compensation.

MSC: S. Wood had resolved this with the mechanic's in Converting, with no grievance, approximately two years ago. If they get called, the get paid or leave early, if not no pay.

USC: Will research and hold timely.

07-13: Operations Employees Performing Maintenance Tasks

USC: Operations employees were required to remove the washer vat doors and clean them during a down.

MSC: This is routine operations work when they are in shut-down. It has been done this way for years.

USC: Is the JHA for this job the same for operations as it as for maintenance?

MSC: Yes it would be.

USC: Operators thought this should be a maintenance task and communicated this to their supervisor. They were told to do so and worked as directed. USC concerned about the safety aspects of these types of jobs. Want to know that operations employees are trained correctly, have the correct paperwork, etc. if they are going to be required to do this kind of work. Let's make sure we have the right people doing the work.

MSC: We will have discussions around similar issues in the future as we move toward operations employees doing more maintenance type tasks.

USC: Let's make sure we have the discussions here in Standing Committee, and gain agreement prior to the work assignments being given and the work being done. We have sent a SAFE WORK NOTICE form to our Shop Stewards. This form is for operations people to use when they are directed to do additional maintenance work. They will have supervisor sign off on this form before doing the additional work. This will ensure that the employee will get the guidance necessary to complete the job safely. Form will be supplied by the union.

MSC: Management will review form and respond.

07-14, 07-15 & 07-16: Contracting Out – Elevators Inspections

USC: Disagrees. We have Local 1097 employees who are qualified to work on the cranes and elevators.

MSC: We do not have employees that are qualified to do the actual inspections. We are still using Mill employees to do the maintenance work, but they are not qualified to do the actual inspections. There is Oregon law in place that requires inspectors to have a 3 year apprenticeship program. MSC thinks that the employees that we had that were qualified may have been grandfathered into this program.

USC: Does not agree, we have four people who are still qualified, Mike Rasmusson, Monti Nendel, Steve Jurgenson, and John Bellisle. These employees had previously been on the Cranes & Elevators crew, but have since bid out to other maintenance areas.

MSC: Requests copies of each of these employees' licenses to inspect elevators.

USC: If we bring this proof do you agree to settle this grievance?

MSC: No, will hold timely.

USC: Wants copy of the contract for the elevator inspector. Also, concerned that manlifts should be inspected monthly, and that we are not in compliance with State regulations. Documentation also needs to be kept per state regulations. We should be practicing 100% compliance.

MSC: Will investigate and respond.

USC: Hold timely.

07-17: Contracting Out - Sweeper

USC: Had agreed to honor the Sweeper contract through 12/31/2006, however we are still contracting out these services and there has been notification or agreement from the Union.

MSC: Mark O'Brien was under the impression that we had a "sweeper" contract through the Quarterly Review process. This ended on 12/31/2006. For clarification, what sweeper are we talking about?

USC: The small Converting sweeper.

MSC: The street sweeper we brought in was considerably larger than the sweeper we have on-site.

USC: This should be on the clean list.

MSC: Who has the clean list?

USC: The Mechanic's Committee.

MSC: This should be put on the Quarterly Review/Clean List, and then it would just have to be reviewed quarterly.

MSC: What does the Union want?

USC: 8 hours pay to be divided between the equipment operators.

MSC: Will agree if the Union will agree to putting the road sweeping and vacuuming services on the Quarterly Review and the Clean List.

USC: Agreed, grievance resolved.

Other Items:

1. Request to Interpret Bid System

MSC: Would like to interpret the bid system to include jobs that employees' are offered, whether they decline or not, as well as jobs actually tried and declined, to count toward the 2 bid per year rule.

USC: Has researched this problem at Kay's request. We did implement this for the #6 selection system, and it worked well.

MSC: Can we apply this to all current (open) and future bids?

JSC: Suggests that we give individuals one week from the time that these SC minutes are posted to get their names off the lists.

MSC: Will try to get Mike Huff to flag EAS with a pop up window that gives them a message.

JSC: Agreed.

2. 2007 - 2008 Vacation Sign-Ups

MSC: Passed out letter to go out to employees regarding Vacation sign-ups.

USC: We will review and respond. (Note: Reviewed before minutes were printed. This procedure looks fine.)

Employee Wants to be Added to Bid List

MSC: Employee who was on vacation and returned to work the last day of a bid at 6:00 a.m. Had ~ 1 hour opportunity to sign up for the bid, but did not. Now, 10 months later he is requesting to be added to the list. Does not believe this is timely.

USC: Agreed.

Note 1: Will meet again on March 6th to complete this meeting.

Note 2: The March meeting will be held on March 13, 2007 due to scheduling conflicts.

For the Union

Date

For the Company

Date