# Joint Standing Committee Minutes March 13, 2007

USC: Rick Erickson, Larry Reandeau, Ron Jones, Paul Burgher, Mike Bouse

MSC: Maury Shipper, Frank Walsh, Ross Procter

JSC: Both

#### Agenda

- 1. Grievances: 06-35, 06-36,06-45, 06-46, 06-49, 06-53, 07-06, 07-07/07-24/07-28, 07-08, 07-10, 07-11, 07-12, 07-13, 07-14, 07-15, 07-16, 07-17, 07-18, 07-19, 07-20, 07-21, 07-22, 07-23, 07-24, 07-25, 07-26, 07-27, 07-28, 07-29, 07-30, 07-31, 07-32 & 07-33
- 2. Hourly Pension SPD
- 3. Contract Books
- 4. Memorandum of Agreement Disability Retirement
- 5. #7 Paper Machine Job Bids
- 6. Maintenance Vacation Leveling
- 7. Schedule for Shipper
- 8. Crane Operators to A-2 Package
- 9. Napkin Special Assignment

#### 1. Grievances:

# 06-35: Contracting Out - Converting Rolled Maintenance Crew

USC: Suggested settlement was pay \$5,000.00 or paint the Union Hall.

MSC: Will follow-up.

#### 06-36: Contracting Out – Converting Rolled Maintenance Crew

USC: Need copies of the information previously requested.

MSC: Will get that to the Union.

#### 06-45 & 06-46: Contracting Out - Local 1097 Mechanic's Committee

**MSC**: Thought this was resolved. Union had asked for improved communications around the project and Gary Swanson is now attending weekly Mechanic's Committee Meetings to communicate project related information.

**USC**: No. The communication definitely helps. But grievances 45 & 46 are about notification and manpower which we still plan to pursue.

#### 06-49: Ladder Changes in ABT

MSC: Waiting response from Joe Ertolacci.

**USC**: Issue is around the jobs/descriptions being changed and the USC is not being notified, nor are the changes necessarily being communicated to the employees.

MSC: Frank believes that the job description changes and communication meetings have been done, and what is needed is for Joe Ertolacci to come and communicate the changes to the final plan to the USC.

**USC**: Presented the MSC with a copy of a letter from the USW requesting that all changes be discussed with the Standing Committee as requested by the local union.

#### 06-53: Contracting Out Notification Violation

**USC**: Have two conflicting Contractor Review sheets. One sheet was reviewed with the crew on 11/6. Job was estimated to start on 11/6 and complete on 11/17. No signatures on the Contractor Review Sheet. Second one shows completely different dates.

MSC: Reviewed dates with explanation.

USC: Grievance withdrawn.

# 07-06: MSC Crew Work

**MSC**: Has reviewed the OSHA documentation, and communicated to the crews that special training is required for any special attachments to a hyster. Going forward any properly trained employee can operate the tele-handler.

**USC**: Under the circumstances, since a trained operator went over the controls with the maintenance person and was aware he was going to do it, and we have cleared up the safety concerns with this grievance the Union will withdraw.

**MSC**: Will make sure that training is put into place for hysters with special equipment/attachments.

# 07-07, 07-24 & 07-28: Call in Procedure for Maintenance

USC: Sent back to 1st Step to be resolved.

MSC: Employees were paid on the February 9, 2007 check.

**USC**: Wants to see the Maintenance Supervisor contacted so that he can make the decision of who needs to be called in. The Shift Manager may not necessarily know who needs to be called.

**MSC**: Doesn't want to be bound to a list, and when specific skills are needed and we call a maintenance person "out of order" we get a grievance.

**USC**: Doesn't think the new system is working. Thinks the Maintenance Supervisors should be making the call.

**JSC**: Will agree that the lists be arranged in seniority order and that maintenance personnel will be called in area, by seniority order, unless special skills are required for the job. At that point the appropriate maintenance personnel will be called in.

MSC: Wants it to be added that if we do call maintenance personnel out of order we don't want to have to pay a grievance.

USC: If we do get back to an alphabetic order call list, then we will be revisiting this issue.

MSC: We will commit to calling maintenance personnel in seniority order and special skills, and want the shift managers to have the ability to make the call if needed. Also agree that if the Shift Manager is uncertain he should be contacting the maintenance supervisor to get recommendations.

USC: With these understandings the Union will withdraw these two grievances.

### 07-08: Employee Discipline

JSC: 3<sup>rd</sup> Step. Waiting for an official answer from James.

# 07-10: Contracting Out - Kraft Mill Chip Washer

JSC: 3<sup>rd</sup> Step

### 07-11: Contracting Out - M&D Digester

JSC: 3<sup>rd</sup> Step

#### 07-12: Maintenance Radio Policy

USC: After researching, as long as the person is paid if he/she answers the radio during their lunch break, we will withdraw the grievance.

#### 07-13: Operators Performing Maintenance Work

USC: Wanted to make sure that the JHA's and SWP's are being completed for these kinds of jobs. Had provided the MSC with a form for employees to have supervisor sign if they feel uncomfortable in doing the job.

**MSC**: Feels that supervisors should know if an employee is qualified to do the task that they are asking them to do. They are responsible for the safety of their employees.

**USC**: Feels that employees should have documentation if they feel uncomfortable doing a job and the supervisor still requires them to do it.

MSC: Doesn't want to have supervisors sign these sheets. Doesn't see a problem with an employee telling their supervisor if they feel uncomfortable doing a job.

**USC**: This is to address upcoming issues around RT and operators being asked to do maintenance tasks. Doesn't think it is too much to ask for a supervisor to sign this form,

after all the forms the employees are being asked to sign-off saying they will take responsibility for this and that.

USC: Grievance withdrawn. Will continue to use the form.

## 07-14, 07-15 & 07-16 Cranes & Elevators Crew:

USC: Did not receive a response from the MSC as to their position on this grievance after the information was presented at the last meeting.

MSC: Have shut down the man-lifts, wrote a PM work order, and are testing limit switches weekly with mill personnel, records are being maintained in central locations, and company plans on continuing to use the outside contractor to perform the elevator inspections yet use our maintenance personnel to do any repair work that needs to be done. Still need to make contact with the State Elevator inspector.

USC: Will take these grievances to the 3rd step.

### 07-17: Local 1097 Mechanic's Committee

USC: Grievance resolved. We do not want to have a non-maintenance clean list. We will address these items on a case-by-case basis. As far as the sweeper goes, we will approve contracting out for sweeper services for 2007. This also applies to any vacuum truck services and hydro blasting for 2007. We were recently made aware that there may be additional items on the maintenance clean list that are non-maintenance items. Will review these contracted services.

MSC: The Mechanic's Committee will review the list for items that they feel that they are non-maintenance items.

USC: Will wait to see what the Mechanic's Committee recommends.

#### 07-18: Local 1097 Mechanic's Committee

USC: Handed out the written procedure for Notification Steps.

MSC: Just had a meeting with John Geritz and the entire maintenance staff and reviewed this information. We are making efforts to get the required documentation as requested.

USC: Reminded that any policy changes need to be brought before the JSC.

**MSC**: Where are we on this grievance?

**USC**: If the information is provided during the process then we will consider this grievance resolved.

# 07-19: Local 1097 Mechanic's Committee

USC: Withdrawn

### 07-20: Installation of Winter Tarps

MSC: This work belongs to whomever it assigned to, be it operations or maintenance.

USC: Agreed.

# 07-21: Contracting Out - "Emergency" Lighting System

**USC**: In the past Local 1097 has done this work. We have changed this system twice in the past. This is the first time this work has been contracted out. Wants to see a Contract, Purchase Order and the Review Sheet.

MSC: Are these the generators?

**USC**: Yes. They have continued to run since they were installed. They have never shut off. Wants to know why it was contracted out.

MSC: Will follow up. Hold timely.

# 07-22: Contracting Out – Air Conditioning System

**USC**: Contractor changed faulty belt on an air conditioning unit. This work should have given to our maintenance employees. Questions 1<sup>st</sup> Step answer. Doing our work, and not doing it safely.

**MSC**: What is the Union asking for?

USC: Will accept 1 hour pay Journeyman rate, check payable to the Local.

MSC: Agreed.

#### 07-23: Converting Electrical Maintenance

**USC**: Employees in this area have asked for additional training for quite some time. A few employees in the area are getting all the call-ins and others are not getting any. Wants the MSC to agree to get the appropriate training in this area.

**MSC**: Will hand over to the supervisor to identify the training needs, and create a path forward to ensure that others get this specialized training.

**USC**: With these assurances we will withdraw this grievance.

**Note**: Both the USC and the MSC request that when grievances are filed they are done so with complete information outlining the who, what, where and when as it pertains to each individual grievance. We seem to have gotten away from this. Need to have specific details on who the grievant is, what the grievance is about, what they want in settlement, etc...

### 07-24: Call In Procedure

**USC**: We feel that this procedure that was put in place under grievances 07-07 & 07-28 will resolve this grievance.

### 07-25: Kraft Mill

**USC**: In the past, when there has been a question regarding a call-in we have relied on the Clockroom to get information to assist in resolving the grievance. In this case the Clockroom called the employee's home and reached the employee's wife. She told the Clockroom that he wasn't at home, and asked if she could take a message. The Clockroom told her "No, thank you", and hung up. In the Clockroom's documentation the record says, "Not Home, Left Message". This would indicate that a message was left for the employee about the call-in. This was not the case. The grievance is about the ability to rely upon the Clockroom and their documentation. We have withdrawn grievances in the past based upon the word of a Clockroom attendant and their documentation.

MSC: Verified the information from the Clockroom. Clockroom attendant followed the prescribed procedure however, she doesn't remember if she left a message or not.

**USC**: Doesn't believe that this is made up. The wife is willing to attend a standing committee meeting and testify to the conversation.

MSC: What is the Union requesting?

USC: 4 hours overtime pay.

MSC: Will agree to pay

#### 07-26: Mechanic's Committee - #2 Broke Chest Tile

USC: Concur with this as long as we don't have any mill employees on lay-off.

#### 07-27: Groundwood Stores Receiving

**USC**: Have agreed that Micky Schumacher will support the #7 Project unloading materials. Issue is with a contractor unloading trucks. Maybe we need another person put on special assignment we should consider that.

MSC: Will need to investigate further who is doing the work, how much time they are spending on it, etc...

**USC**: Requests if Micky needs help we assign another Mill employment to this work. Hold timely.

## 07-28: Paper Machine Maintenance Call-In Procedure

JSC: Resolved - See 07-07 above.

### 07-29: Shelving in Ground wood Mill

MSC: Thought by settling prior grievances and having Gary Swanson attend Mechanic's Committee meetings that these grievances around these kinds of work would not continue to come in. This should have been covered under the misc. items for #7 Project.

**USC**: Believes this should be Local 1097 work. Doesn't feel that this falls under the #7 Project at all, and think that it should have been done by our Labor Pool. We should be utilizing our people at the labor people rate rather than wasting money paying contractor rates to do this type of work.

USC: Will hold timely.

### 07-30: Computer Work - MSG Building

USC: Computers moved in the MSG building by salaried employees. We warned the MSC that when the MIS crew was disbanded that this work would be done by salaried personnel. The USC is upset that this work continues to be done by salaried. Requests that the mill reinstate the MIS crew.

MSC: Denied.

USC: Will take to 3<sup>rd</sup> Step

# 07-31: Removal of Network Equipment - R.T. Trailer

USC: Salaried employee removed computer equipment from RT trailers.

**NOTE**: Would like to see 1<sup>st</sup> Step answered signed and dated.

USC: Will take to 3<sup>rd</sup> Step.

### 07-32: Parts Delivery

USC: Many incidences of salaried employees running parts. This is Local 1097 work.

**MSC**: Salaried Maintenance personnel have, many times, brought parts to maintenance personnel in order to expedite their jobs.

**USC**: Things have changed a lot in during this RT process. Now the Maintenance Materials Coordinators are delivering parts all over the mill. This was Storeroom work.

**MSC**: It is the responsibility of the Materials Coordinators to gather the parts for a particular job and deliver them to the job site.

MSC: Wants to investigate further. Hold timely.

### 07-33: Painting the Yankee - #2 Paper Machine

**USC**: This is a clear notification violation due to a glitch. The job was completed on 2/3 and the Union was notified on 2/14. Would like to know the labor costs for this, and

requests that the Union be paid for these labor costs. Also, wanted it to be noted that the Painting Contractor nicked the slice, and the mill had to hire a special contactor to fix the slice. If he couldn't have completed the repair this could have cost the company a lot of money.

MSC: Understands the concerns brought forward. Ross will provide Larry the labor costs. Doesn't feel that the MSC has the authority to settle this at the 2<sup>nd</sup> Step. Should move to 3<sup>rd</sup> Step.

USC: Agreed. Will take to 3rd Step.

### Issues:

### 2. Hourly Pension SPD:

MSC: Provided Exhibit 056, Appendix B from the Corporate Pension Department. The Full hourly SPD is currently being re-written, along with all hourly SPD's corporate wide, into one primary SPD's with separate exhibits for each specific plan. New SPD's will be mailed out to all hourly employees upon their completion later this summer.

USC: Concerned that the data contained here is not complete.

### 3. Contract Books:

USC: Would like an update on when we will receive the contract books.

MSC: The vendor has confirmed that they have been completed and should be shipped next week.

#### 4. Memorandum of Agreement:

**USC**: Asked if we had heard anything from Corporate about the possibility of decreasing the length of time needed to apply for Disability Retirement.

**MSC**: Read an e-mail from Jim Carmichael of Corporate Labor Relations who will be contacting the Benefits Department to see if this is possible.

#### 5. #7 Paper Machine Job Bids:

MSC: Dates have been extended.

## 6. Maintenance Vacation Leveling:

MSC: Have asked John Geritz to take a look at the maintenance vacation leveling.

**USC**: Suggests that they take a look at the vacation leveling agreement previously agreed to in the past.

MSC: Will take a look at it to see if it still makes sense.

**USC**: This agreement was made when we had a full maintenance staff. Now that we are short-handed, can we look at the Labor Pool to be assigned as helpers to assist in covering for maintenance vacations.

MSC: Will review. It is more of a value to the mill to have our own personnel doing maintenance work rather than have the work contracted out.

# 7. Schedule for Shipper:

**USC**: Lost time. We had another incident where a shipper was scheduled for a 4-day week, 8-hour shifts. He should have been scheduled for a fifth day. Please change the way you are scheduling and make up the 8 hours of pay for this employee.

## 8. Crane Operators to A-2 Package

**MSC**: The Company is amiable to getting the Crane Operators into the A-2 package. How can we make that happen?

USC: Will need to set aside some time to get together to discuss how we can make this happen.

# 9. Napkin Special Assignment

MSC: Requests approval for D. McReary to work an 8-week special assignment in the Napkin Department.

USC: Agreed.  For the Union	Morris C. Slipper For the Company
04-06-5+	4-6-07
Date	Date