

JOINT STANDING COMMITTEE MEETING MINUTES

August 23, 2006

Members Present:

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

MSC: Frank Walsh, Bruce Linehan, Maury Shipper, Ann Fleck

JSC: Both

Agenda:

- **Grievances: 06-25, 06-26, 06-27, 06-29, 06-30, 06-31**
- **Other Items:**
 1. Shipping Relief – 8-Hour Shift vs. 12-Hour Shift
 2. Special Assignment List
 3. Vacation Hours (42 vs. 40)
 4. Retiree Years of Service
 5. FMLA
 6. Holiday Observation – Labor Day
 7. Scheduling – Holiday Observation and Curtailment <48 Hours
 8. Code of Conduct Training
 9. Rapid Transformation

Grievances:

06-25: Call Time Issue

MSC: The employee was not called in to work. It has been established in the past that call-times are paid in the event the company avoids overtime or having to call in a different individual to complete work. Simply talking to an employee at home does not constitute a call time. Agree that how the communication was handled may have been inappropriate, but the company did not avoid any overtime or calling someone else in.

USC: It was a convenience for the Supervisor so that he did not have to stay over to talk to the employee. Additionally, it is our understanding that they demanded the employee is waked up in the middle of the day while they were sleeping graveyard. It did avoid the supervisor having to stay over to talk to the employee when they came in for night shift.

JSC: Refer grievance back to 1st Step for resolution.

06-26: Scheduling

USC: Believe that this work should have been done by calling in employees by department seniority. Feel this was additional work for the department which should go to the senior employee.

MSC: Shipping utilities have historically been responsible for pulp transportation during shutdowns. We do not consider this extra work as they had the same core responsibilities. The only difference was the removal of the boards and/or the size of the boards. This does not change what the basic work is which is to handle the pulp. It only changes a factor within that scope of responsibility. As such, we do not consider this to be “extra work”. The Shipping Utilities were scheduled within classification during the weeks of the shutdown. They were called in by classification when overtime was needed.

USC: Withdrawn. Agrees that work fell within classification of Utility guidelines for call-ins.

06-27: Disciplinary Action

USC: Concerned with disciplinary action that was recently taken with an employee.

MSC: Confirmed that the appropriate steps have been taken in the disciplinary process. The employee has clearly not been meeting expectations. As has been made clear to the department, there is a focus on decreasing barge loading errors. This employee has had significantly more errors than others in the department.

USC: Understand that the steps in the process have been followed. Believe that there may be other issues that are contributing to the performance issue. Would like to request that management look at other potential options to address the issue, such as a possible job change.

MSC: Like all employees, this individual does have the opportunity to bid elsewhere. We can consider potential options, but need to understand that job performance expectations of whatever position is being performed have to be met.

USC: Withdraw the grievance.

06-29: Maintenance Contracting

MSC: Company agrees that improper contract notification did occur and we are willing to work with the union to resolve this issue. Follow-up has occurred with the individuals responsible and they do understand the need to follow the appropriate contractual notification process.

USC: There are problems in Maintenance with communications that need resolution. USC will be willing to resolve for the cost of the labor part of the contract being divided among the Rolled Heritage Maintenance crew.

MSC: The Company is willing to resolve the grievance by donating \$3,500 (the value of half of the contract) to a charity of Union’s choice or for improvements to Union Hall.

USC: Can’t accept any resolution to the grievance unless maintenance employees receive the money.

MSC: Disagree that payment should be made directly to employees. While the timeliness of the contract notification was not appropriate, this situation did not result in any employees being displaced from working. All employees were working during this period of time and in fact many working overtime. Had the timing of the notification occurred appropriately, contractors would still have been responsible for this particular work? As such, no employees lost any money as a result of this situation and we do not believe it is appropriate to resolve the grievance in this manner.

USC: Will take to 3rd Step.

06-30: Vacation Approval

USC: This has been discussed at Standing Committee before. When vacation leveling was originally presented to the union, it was agreed that transferees' vacations would be honored and they would not be considered as part of the vacation leveling allotment of the department until the following sign-up period.

MSC: Vacation granted.

JSC: Transferred employees vacation will be granted based on the sign-ups in their old department. Will not affect granted vacations in the new department. However, the approvals of vacation will continued to be dependent on the company's ability to operate the mill.

06-31: No Call, No Show Issue

USC: Several employees missed a safety meeting in Converting. Agree that employees must check schedules and work or attend meetings accordingly. However, employees were all marked with a no-call, no-show for missing the safety meetings. We believe there is a difference in no-call/no-show for missing safety meetings and missing actual regular work. Believe that this should probably have been a Tardy. Would also like to suggest that it would be easier if Safety Meetings could follow some type of regular schedule so that employees know when to expect them each month.

MSC: Agree that a regular schedule may make sense. Will work with the department to see if this is possible. Regarding the no-call, no show issue, it's important for employees to understand that they are expected to show up for work and/or mandatory meetings as scheduled. There are legal requirements around how frequently safety meetings must be attended by employees. As such, the company does expect employees to show up for these and if they do not and don't call in, it is considered a no-call, no show for that period of scheduled work.

JSC: Send back to 1st Step for resolution. Employees are expected to come to monthly safety meetings. There may be better ways to schedule. HR will work with the departments to see if it is possible to standardize safety meeting schedules.

Other Items:

1. Shipping Relief 8-Hour Shift vs. 12-Hour Shift

USC: Shipping Reliefs are being scheduled for 8 hour shifts and 12 hour shifts during the same work week. This change of schedule has not been discussed with the Standing Committee. The department needs to notify the Standing Committee if hours or working conditions are changed before the change occurs

MSC: Management will review and respond.

2. Special Assignment List

JSC: The JSC must be notified of any Special Assignments lasting longer than two weeks.

3. Vacation Hours (42 vs. 40)

USC: This has affected several people and has the potential to affect lots more as we see increased retirements occurred. Would like to have this changed to reflect the correct shift schedules – 40 hours for day workers and 42 hours for shift workers.

MSC: Management will review and respond.

4. Retiree Years of Service

USC: We have an employee who had two years of service with West Linn (which was a Crown Zellerbach mill) who is having difficulty getting his service bridged for retirement purposes. There was no severance with the company and this should have been treated as continuous years of service.

MSC: Atlanta has granted his service and his new paperwork, including the additional 2 years, has been sent to him via Fed-Ex.

5. FMLA

USC: Supervisors continue to take disciplinary action even when employees are telling them that the absence was covered under FMLA.

MSC: Supervisors cannot authorize FMLA. Absences are corrected only after the appropriate documentation included the medical certification is provided to HR. In the event an absence is covered under FMLA, the correction is made in the system and if disciplinary action was taken, it is rescinded.

JSC: Not all employees understand how the process works.

MSC: If an employee has an absence for a serious health condition for themselves, a spouse, child or parent, they can request FMLA by contacting Donna in HR. Frequently, if she is aware of them having a serious situation, she will get in touch with them directly. However, the employee has the responsibility and must also turn in the appropriate documentation in a timely manner. Each case is handled based on the employee's individual situation, what the legal requirements are, and the information that is provided. If employee's have questions, they can contact HR.

6. Holiday Observation – Labor Day

MSC: ABT will observe the Labor Day Holiday on September 3rd and 4th. Napkins will also observe the holiday on September 3rd and 4th, with the exception of #12, #41, #45 & #49 which are currently scheduled to operate.

7. Scheduling – Holiday Observation and Curtailment <48 Hours

MSC: Scheduling for areas of the mill, such as Napkins, that have been being scheduled for holiday observation and/or curtailments <48 hours in a manner that is different from the contract, will be returning to contract language scheduling. Effective immediately, these areas will be scheduled following contract guidelines of scheduling by classification by seniority.

JSC: Believe that this will eliminate several of the scheduling issues we have experience in this area every holiday.

8. Code of Conduct Training

MSC: Will be scheduling training for all employees. Training must be complete by 12/31/2006.

9. Rapid Transformation

USC: Union Standing Committee would like to be able to review any information before it goes to the floor such as combining two existing jobs, reducing jobs and eliminating jobs in a department or combining job duties.

MSC: Agree.

Next Standing Committee Meeting: September 20, 2006

For the Company

For the Union

Date

Date