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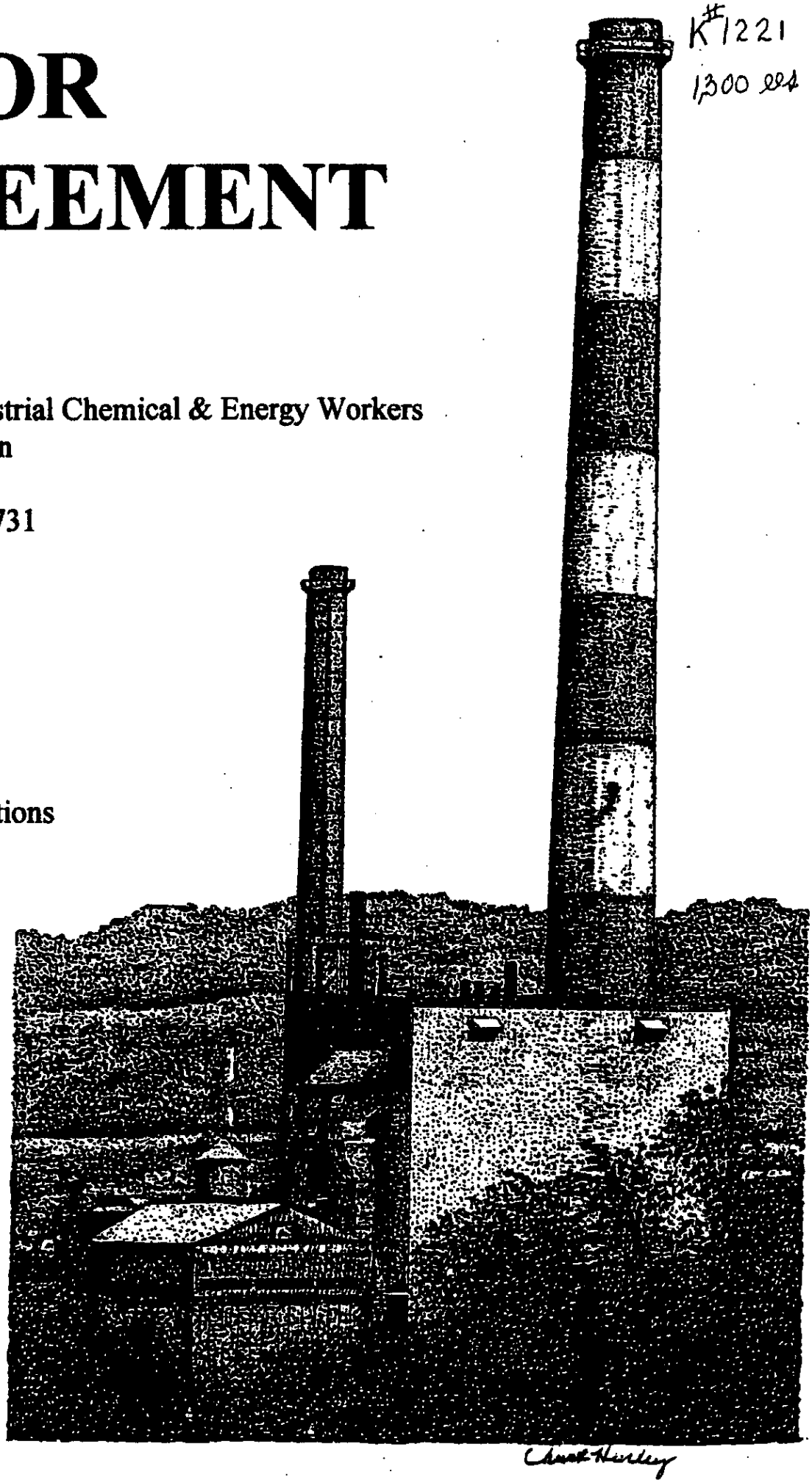
LABOR AGREEMENT

Paper Allied-Industrial Chemical & Energy Workers
International Union
AFL-CIO-CLC
Local Union #5-0731



Mead

Carbonless Operations
Ohio Operations

August 1, 2000
through
August 1, 2005

LABOR AGREEMENT

By and Between

MEAD PAPER
CARBONLESS OPERATIONS
CHILLICOTHE, OHIO

and

PAPER ALLIED-INDUSTRIAL CHEMICAL & ENERGY WORKERS
INTERNATIONAL UNION
AFL-CIO-CLC

LOCAL NO. 5-0731

Effective Date August 1, 2000

Expires August 1, 2005

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LABOR AGREEMENT

By and Between

MEAD PAPER
CARBONLESS DIVISION - CHILLICOTHE MILL
CHILLICOTHE, OHIO

and

PAPER ALLIED-INDUSTRIAL CHEMICAL & ENERGY
WORKERS INTERNATIONAL UNION
AFL-CIO-CLC

LOCAL NO. 5-0731

Expires August 1, 2005

AGREEMENT

PREAMBLE

This Agreement is made by and between The Mead Corporation, Chillicothe Operations, Chillicothe Mill, Chillicothe, Ohio, hereinafter referred to as the "Company" and the **Paper, Allied-Industrial, Chemical and Energy Workers International Union, AFL-CIO-CLC, and its Local Union No. 5-0731**, hereinafter referred to as the "Union".

The Company and the Union pledge themselves to cooperate fully to the end that harmonious relations may be maintained at all times and to provide for the operation of the plant under methods which will further to the fullest extent possible the safety, welfare and health of the employees, economy of operation, quality and quantity of output, cleanliness of plant and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively, for the advancement of said conditions. The Union further agrees that it will use its influence to promote the protection of the Company's property and products and will cooperate with the Company in advancing the Company's welfare and its services at all times.

In consideration of the Union's execution of this Agreement, each employer promises that its operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Employer's obligations under this Agreement.

UNION RECOGNITION

ARTICLE I

The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all production, maintenance, quality assurance employees of The Mead Corporation, Chillicothe Operations, Chillicothe Mill, Chillicothe, Ohio, but excluding administrative, executive, factory clerical, engineering department, technical or engineering assistants, customer services department, woods

department, mail and multilith employees, hospital employees, passenger car chauffeurs, guards, and supervisors as defined in the Labor Agreement Act of 1947, as amended.

UNION MEMBERSHIP

ARTICLE II

Section 1. It is agreed that all employees covered by this Agreement shall, as a condition of employment, become members of the signatory Union fifty (50) calendar days after their respective dates of employment and must maintain their membership in good standing as a condition of continued employment. A member shall be considered as retaining membership in good standing in the Union by the payment of the initiation fee and periodic dues as uniformly required by the Union.

Section 2. Employees hired during summer months for vacation relief purposes or other temporary work, and who have signed an understanding to that effect, shall be subject to Section 1 of this Article, and the provisions of this Agreement under this Section for the duration of their employment. Such employment may be extended for a stated period of time not in excess of three (3) months and subject to the same conditions as outlined above. In no event will more than one initiation fees be levied or deducted from individuals employed under the terms of this provision provided such individuals elect to obtain a withdraw card from the Union Financial Secretary and presents same to the Union when rehired; however, if re-employed by the Company, such employees shall at that time begin paying dues without again having to complete the fifty (50) calendar day waiting period prescribed in Section 1 of this Article.

PAYROLL DEDUCTION OF UNION DUES

ARTICLE III

Section 1. The Company will deduct from the pay of any Union member covered by this Agreement, upon receipt of written authorization on a form agreed to by the Company and the Union, the Union initiation fee and/or monthly dues. All monies deducted by the Company in accordance with this Article will be remitted monthly to the Financial Secretary of the Local Union with an itemized statement in duplicate of the deductions covered by such remittance.

Section 2. If an employee is absent from work for a period of time that is less than six (6) months, the employee will be carried on the active payroll and Union dues will continue to accumulate. When the employee(s) return to work, the accumulated Union dues will be deducted from the employee's paycheck issued on the first week of the month following the employee's return to work. When an employee is absent from work for a period of time that is longer than six (6) months, the employee is transferred to the inactive payroll and Union dues will cease to accumulate. When said employee returns to work, the proper payroll entry will include the resumption of the Union dues deductions. As long as there is a reasonable expectation of the employee's return to work, the employees who are absent from work as a result of an industrial accident remain on the active payroll with Union dues continuing to accumulate. However, the accumulation of Union dues will cease when the employee's absence exceeds six (6) months. When the employee returns to work, the proper payroll entry will be made in order to assure the resumption of the Union dues deductions.

Section 3. The Union agrees to indemnify the Company from any claims arising out of such deductions.

MANAGEMENT RIGHTS

ARTICLE IV

The management of the Company and the direction of the working force, including the right to plan, direct and control plant operations; to determine when work is to be performed, and to schedule and assign such work to employees; to determine, alter, revise, change or eliminate any or all means, methods, processes, materials and schedules of production; to determine the number and size of crews; to determine the location of its plant; to establish production and work standards; to control the nature and specifications of all raw materials, semi-manufactured and finished goods, whether or not they may be incorporated into the products manufactured; and the right to hire employees are rights solely of the Company and are not abridged by any other provisions of this Agreement. All other rights not specifically nullified by this Agreement are retained by the Company.

The Company also has the right to establish and require employees to observe Company rules and regulations, lay off or relieve employees from duties, to maintain order, to suspend, demote, discipline and discharge employees for just cause in line with this Agreement.

Should the Company fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or precluded from exercising them in some other way.

NO STRIKE - NO LOCKOUT

ARTICLE V

Section 1. There will be no strikes of any kind, including sympathetic strikes, during this Agreement. "Strikes" include any work stoppage, slowdown, picketing or any other concerted activity, or deliberate and active efforts to get other employees to engage in concerted activity which would interrupt or limit the performance of services. Neither the Union nor any employees will encourage, authorize, participate in or aid and abet any strike.

The Union will use its best efforts to prevent any violation of this Section and to terminate any violations should one occur. If a violation of the Section occurs, the Union will publicly denounce the strike, and will provide the Company with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for any such violation.

The Company shall have the right to discharge, demote, or suspend employees for violation of this Section. Employees so disciplined shall have recourse to the grievance and arbitration procedure, as set forth in Article XIV.

In the event of a claim by the Company of a violation of this Section, written or telegraphic notice shall be given to the Union. The Company may thereupon request the **Federal Mediation and Conciliation Service** to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within forty-eight (48) hours or as soon thereafter as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench, and if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The Company shall be liable for the arbitrator's fees and expenses associated with hearings held in accordance with this paragraph.

Section 2. The Company shall engage in no lockout during the term of this Agreement.

In the event of a claim by the Union of a violation of this Section, written or telegraphic notice shall be given to the Company. The Union may thereupon request the **Federal Mediation and Conciliation Service** to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within forty-eight (48) hours or as soon thereafter as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench, and if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the lockout. The Union shall be liable for the arbitrator's fees and expenses associated with hearings held in accordance with this paragraph.

PROBATIONARY EMPLOYEES

ARTICLE VI

All new employees shall be placed on probation and shall be classified as temporary help during the first fifty (50) calendar days of employment, after which time if retained in the service of the Company, they shall be considered regular employees with seniority status dating back to date of employment. Where more than one employee completes their probationary periods on the same day their relative seniority status will be determined by the flip of a coin. If more than two (2) employees are involved at one time, numbers will be drawn to determine their relative seniority. A Union representative will be present. Discharge of a probationary employee shall not be made the subject of a grievance by the Union, however, the Union shall be notified of any employee released under this Article, and the reason for the release. The fifty (50) calendar day period may be extended by mutual agreement between the Company and the Union.

HOURS OF WORK AND OVERTIME

ARTICLE VII

Section 1. Purpose

This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of minimum or maximum hours of work or weeks of work to any employee or to any group of employees.

Section 2. General

A. The normal work day shall be from 7 A.M. to 7 A.M. The normal work week shall extend from Monday, 7 A.M. to the following Monday, 7 A.M.

B. An employee's normal work week shall be that number of hours which are not subject, as specified by law, to premium compensation. Schedules may be changed to provide for the use of floaters in order that employees will obtain the normal work week as specified above. If business conditions require a reduction of the work week below forty (40) hours per week for a period of three (3) consecutive weeks, the Company will remove floaters. Swing crews will also be removed after three (3) consecutive weeks of less than forty (40) hours unless the seven (7) day schedule can be immediately resumed.

C. Employees shall not **swipe** "IN" on the time **system** earlier than fifteen (15) minutes prior to starting time nor shall they **swipe** "OUT" later than fifteen (15) minutes after the regular quitting time, unless they have been required to work overtime. Employees may be required to **swipe** "IN" and "OUT" at meal times.

D. The right to establish the weekly work schedule of an employee is the sole and exclusive prerogative of Management. However, once the Company establishes an employee's weekly work schedule, including meetings, such schedule cannot be changed unless a three (3) days' notice is given to the affected employee, except when the employee's work schedule must be changed to meet operating, maintenance or customer requirements as determined by Management or because of the absence of another employee.

E. Scheduled hours of work applicable to each department or to groups of employees within a department will be posted in the respective departments.

The Company will make an earnest effort to equalize the scheduled hours of work of all employees within a department. However, it is recognized that this may not be possible or practical in any given week or weeks due to variations in customer requirements or other circumstances.

Section 3. Overtime

Overtime shall be paid at rate and one-half for the following:

A. For all time worked in excess of eight (8) hours in any one day or for all hours worked consecutively in excess of eight (8) or for all time worked in excess of forty (40) hours in any one week. Overtime under this provision shall be computed on a daily or weekly basis, whichever is the greater, but will not be applicable where employees swap shifts by mutual consent. It is understood, however, that shift swapping shall not be done without the consent of Management.

Section 4. Minimum Guarantees

Employees shall receive the specified minimum guarantee or time and one-half for the hours worked, whichever is the greater, for the following:

A. Call-in Work

Employees called in at times other than their regularly scheduled or shift period for emergency work and/or deferred maintenance work (or work performed by the railroad section) shall receive a minimum of six (6) hours' pay at straight time. Employees to receive this minimum must report within sixty (60) minutes after having been called in. Employees who respond to call-in whose names are recorded on the "Will Respond" maintenance, locomotive, and material control trucker call-in lists shall receive a minimum of eight (8) hours pay at straight time.

Where workers are called back the second time for the same job because of faulty workmanship, this minimum guarantee shall not apply. To receive this minimum guarantee, the employee must have left the plant premises or be recalled to work at least five (5) minutes after the end of his shift.

Maintenance employees reporting for work after having been called in shall be informed as to the job or jobs which they are assigned to perform. Any additional job or jobs which they are assigned shall be considered as another call-in(s), and in this event the employee will be paid the greater of time and one-half for all the hours worked or the sum of the applicable minimum guarantees of this provision.

A roster will be kept and used as a basis for calling in maintenance employees under this provision and payments made under this provision shall be excluded from consideration under Section 7 below.

This provision shall not apply where employees are scheduled in for such work at times other than their regularly scheduled shifts, provided that to be considered "scheduled" under this provision, employees must receive at least eight (8) hours notice.

B. Wire Time

Eleven (11) hours at the employee's straight time rate will be paid tour workers who change wires on all paper machines when such workers are:

1. Called or scheduled in at times other than their normally scheduled hours.

2. Held over after the completion of their regular shift.

This eleven (11) hour payment will include miscellaneous repairs which may be required at the time the wire is changed. Employees called in to change a wire who report for work more than one (1) hour after the call is placed will be paid only for the actual time worked. Employees transferred during their shift to another paper machine to change wire will receive two (2) hours pay at straight time in addition to their regular time for the shift, provided such wire change is in excess of thirty (30) minutes.

Two (2) hours at the employees' straight time rate will be paid to on-shift operating employees when they assist on a wire change on No.'s 10 or 11 paper machines.

C. Dryer Felt Time

Three (3) hours at the employees' straight time rate will be paid tour workers who change felts on all paper machines when such workers are held over after their regular tour of duty. This three (3) hour payment will not apply where the felt is changed during machine wash-up time or during wire changes.

D. Wet Felt Time

Four (4) hours at the employees' straight time rate will be paid tour workers who change wet felts on all paper machines. Six (6) hours at the employees' straight time rate will be paid tour workers who change wet felts on #10 and #11 machines. These payments will apply when such workers are called or scheduled in at times other than their normally scheduled hours or held over after the completion of their regular tour of duty.

E. Wire String Time

One and one-half (1 1/2) hours' pay at the employees' straight time rate will be paid tour workers who are held over after their regular tour of duty on #10 and #11 paper machines to string new fourdrinier wires.

F. Press and Bracket Knife Change

One (1) hour straight time minimum if changed after the second shift, or one and one-half (1 1/2) hours straight time minimum if changed before the first shift.

G. Sheeter Knife Change

Employees on No. 12 Sheeter who are engaged in changing knives shall receive a minimum of twelve (12) hours' pay at their regular straight time rate. Employees on No.'s 1, 2, 3 and 4 "Will" Sheeters who are engaged in changing knives shall receive a minimum of eight (8) hours' pay at their regular straight time rate.

"B" through "G" above shall apply when such workers are called or scheduled in at times other than their normally scheduled eight (8) hour shift.

Section 5. Reporting Time

An employee scheduled to report to work (other than as specified in Section 4A above), and who so reports, shall be guaranteed at least four (4) hours' work at his regular rate of pay, or four (4) hours' pay in lieu of work unless failure to provide work is caused by:

1. Storm, accident, breakdown or other causes beyond the control of the Company.

2. The Company's having been unable to notify the employee not to report to work after having made a reasonable effort to do so.

3. The interpretation of this language is that an employee is to receive the rate of pay for the job he/she is scheduled on for that day. If, for example, an employee was scheduled to work as a Machine Tender on #11 Paper Machine on Sunday or a holiday and that employee reported to work and was required to work, that employee would receive a minimum of four (4) hours' pay at the appropriate overtime rate (Machine Tender rate).

Section 6. Time and One-half Pay

All work performed on Sunday and all holidays as described in Article IX, Paid Holidays, shall be paid at the rate of one and one-half. Should any of these holidays fall on Sunday, they shall be observed on Monday, except that where the Monday is also a holiday (as specified in Article IX), the holiday which fell on Sunday shall be observed on the next following straight time day.

Section 7. Overtime Preference

Preference for overtime work will be given to the qualified employees within the job classifications which are involved on the machine or operation. It is understood and agreed that at no time is it expected that overtime hours worked will be exactly equal as between employees within the same job classification. A weekly record of overtime will be maintained in each department. Attached as Exhibit "C" are overtime agreements governing the assignment of overtime within the respective departments.

These agreements may be changed by departmental petition and mutual agreement of the parties to this Labor Agreement.

Section 8. Overtime Rates

This rate as specified shall be the job rate and the one-half rate referred to shall be:

A. One-half the regular rate as defined by law in the case of hours worked in excess of eight (8) in a day or in excess of eight (8) consecutive or in excess of forty (40) in a week. It is understood and agreed to by the parties that the one-half rate will be calculated on the rate of the job being worked at the time the overtime occurs.

B. One-half the rate of the job worked on in the case of hours worked under Section 3A, Section 4A, B, C, D and E.

C. One and one-half the rate for the job worked on in the case of hours worked under Section 6.

Section 9. Pyramiding of Overtime

A. Overtime payments shall not be duplicated or pyramided for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions, except as specifically provided for in Section 9 B below.

B. If a holiday occurs prior to an employee's accumulation of forty (40) hours in that week the hours worked on such holiday will be counted as hours worked in determining overtime under the provision for overtime for hours in excess of forty (40) per week.

VACATIONS

ARTICLE VIII

Vacations are intended to provide employees with a period of rest and relaxation. The Company will grant a vacation in accordance with the following policy.

Section 1. Eligibility

All employees who have been continuously employed for one (1) or more years shall be entitled to a vacation with pay allowance subject to the rules and regulations set forth.

Section 2. Length of Vacations

A. Length of vacations shall be paid on the basis of an employee's continuous company service as determined by his anniversary date of employment. Continuous service shall be computed as of January 1 of each year.

1. For employees with one (1) year but less than three (3) years' continuous service -- 1 week.

2. For employees with three (3) years but less than eight (8) years' continuous service -- 2 weeks.

3. For employees with eight (8) years but less than twelve (12) years' continuous service -- 3 weeks.

4. For employees with twelve (12) years but less than eighteen (18) years' continuous service -- 4 weeks.

5. For employees with eighteen (18) years but less than twenty-five (25) years' continuous service -- 5 weeks.

6. For employees with twenty-five (25) or more years' continuous service -- 6 weeks.

B. An employee whose 1st, 3rd, 8th, 12th, 18th or 25th date of employment falls after January 1 of the current year will be entitled to the additional vacation provided by this plan after the actual anniversary date is reached.

Section 3. Vacation Pay Allowance

A. Vacation pay allowance shall be determined on the following basis:

1. For employees with one (1) year but less than two (2) years' continuous service two percent (2%) of the employee's gross earnings during the first fifty-two (52) weeks of his employment.

2. For employees with two (2) years but less than three (3) years' continuous service, two percent (2%) of the employee's gross earnings during the calendar year immediately preceding his vacation.

3. For employees with three (3) years but less than eight (8) years' continuous service, four percent (4%) of the employee's gross earnings during the calendar year immediately preceding his vacation.

4. For employees with eight (8) years but less than twelve (12) years' continuous service, six percent (6%) of the employee's gross earnings during the calendar year immediately preceding his vacation.

5. For employees with twelve (12) years but less than eighteen (18) years' continuous service, eight percent (8%) of the employee's gross earnings during the calendar year immediately preceding his vacation.

6. For employees with eighteen (18) years but less than twenty-five (25) years' continuous service, ten percent (10%) of the employee's gross earnings during the calendar year immediately preceding his vacation.

7. For employees with twenty-five (25) years or more continuous service, twelve percent (12%) of the employee's gross earnings during the calendar year immediately preceding his vacation.

B. An employee whose gross earnings during a calendar year immediately preceding his vacation are reduced as a result of an approved medical leave of absence due to an illness or occupational or non-occupational accident shall be entitled to a minimum vacation benefit of forty-four (44) hours pay at his regular straight time rate (at the time of his vacation) for each week of vacation eligibility.

Section 4. Scheduling of Vacations

A. Vacation period: The vacation period shall be from January 1 to January 1 of each year. Vacations will, insofar as practical, be granted to those times most desired by individual employees.

Preference for vacation weeks shall be governed by plant seniority within a department up to April 1 of each year, after which time preference shall be on a first-come, first-served basis, except that:

(a) Where an employee decides not to take vacation during the week(s) he has designated, the next most senior employee who had requested that particular time for vacation will be offered the week(s) provided he still has unused vacation time.

(b) Employees forced to a different department or shop after April 1st shall maintain their original vacation schedule provided they notify their new supervisor within seven (7) calendar days.

Management, however, reserves the right to:

1. Rearrange vacation schedules at any time when necessary, due to operating schedules or other conditions.

2. Designate any periods of time during the year for the shutting down of plant operations for the taking of vacations. The Company will endeavor to give employees reasonable notice as to the shutting down of plant operations, both in regard to the original scheduling and in regard to any change therein.

3. Have an eligible employee take a vacation with vacation pay allowance.

4. Grant an employee a vacation pay allowance as a bonus and have the employee continue working when not practical to grant vacation time off.

5. Offer an eligible employee the option of three (3) or four (4) above, except that all employees eligible for one (1) to three (3) weeks of vacation must take at least one (1) week off in order to receive up to

three (3) weeks of vacation pay. Employees eligible for four (4) to six (6) weeks of vacation must take at least two (2) weeks off. However, these employees may take one (1) week off and receive all of their vacation pay except for one (1) week which will be paid when the employee takes the second week off.

B. Holidays, legal or otherwise, which may occur during the time an employee is off on vacation shall not extend the vacation period.

Section 5. Limitations

A. Employees who are permanently terminated will receive pro-rata vacation pay for that period of time between their last anniversary date of employment and their termination date, subject to the following provisions:

1. Employees who have already received vacation pay covering the above period shall not be eligible for any pro-rata vacation pay allowance.

2. Employees must have been continuously in the employ of the Company for one or more years.

3. Eligible employees, under this provision, shall be entitled to a pro-rata vacation pay allowance as follows: 1/12 of the vacation allowance as specified in Section 3 of this Article, for each full month of service completed between their last anniversary date of employment and their termination date, except that employees retiring January 1 or February 1 of any year will be entitled to their full vacation pay allowance for the year in which they retire.

B. Employees with more than one (1) years' continuous service, who are in a layoff status when their next anniversary date of employment occurs, shall be paid the vacation pay allowance to which they are entitled.

C. Vacations are not accumulative from one year to another.

Section 6. Vacation Checks

Vacation checks can be picked up at least two (2) weeks prior to employees' scheduled vacation.

Section 7. **Vacation One Day At A Time**

The Company has committed to establish a joint committee to develop groundrules to provide the opportunity to take one week of vacation one day at a time.

Groundrules will include (but not limited to):

- **A week of vacation will be considered five (5) days.**
- **Requests must be submitted in writing two (2) weeks prior to the requested day. Notice of approval will be subject to the "Scheduling of Vacation" rules of the respective Labor Agreement. After the respective vacation deadline has been passed, vacation one day at a time will be on a first come basis. Notice of approval will be within 48 hours of the time the request is received by the immediate supervisor.**
- **Employees must have a minimum of three weeks vacation eligibility in order to be eligible.**
- **Vacation taken one day at a time will not take priority over a weekly vacation.**
- **There will be no carry-over.**
- **The committee will be responsible for monitoring abuses.**
- **Current "Scheduling of Vacations" rules will continue to be in effect in relation to determining eligibility for vacation one day at a time.**
- **Vacation will continue to be paid in the normal weekly fashion. It is up to the employee to provide notice when they would like to receive vacation pay.**

PAID HOLIDAYS

ARTICLE IX

Hourly rated employees shall be paid eight (8) hours' pay at their regular straight time rate for New Year's Day, Good Friday, Memorial Day, July 3 (effective 1/1/92 the July 3 holiday is moved to the day after Thanksgiving), Fourth of July, Labor Day, Tuesday following Labor Day, Thanksgiving Day, December 24th, Christmas, December 26th and December 31st providing the following conditions have been fulfilled:

1. Employees shall have worked all hours for which they have been regularly scheduled or required to work during the twenty-four (24) hour periods immediately preceding, during and immediately following the day the holiday is observed. Tardiness in excess of sixty (60) minutes on the first scheduled shift following the holiday shall preclude the payment of holiday pay, unless the employee presents reasonable evidence that he was unavoidably prevented from reporting on time through no fault of his own.

2. Employees shall have completed their probationary period and be actively at work except that permanent employees in a layoff status will receive holiday pay under this Article for a holiday(s) occurring during the first thirty (30) days they are laid off. Permanent employees eligible for Workers' Compensation benefits shall receive holiday pay during their compensation period. Employees eligible for benefits under provisions of Article XXVIII, Section 1, A., 3 shall receive holiday pay during any disability.

3. Should any of the holidays specified in this Article fall on Sunday, they shall be observed on Monday, except that where the Monday is also a holiday (as set forth in this Article) the holiday which fell on Sunday shall be observed on the next following straight time day.

4. Employees shall receive holiday pay for any of the above mentioned holidays which occur during their vacation period.

5. The regular straight time rate referred to above is defined as the rate as contained in the wage scale for the applicable job classification. Employees temporarily working on a higher job classification shall receive the higher rate if assigned to such classification for the entire week in which the holiday falls. Floaters will receive the average of the straight time rates for the jobs worked on during that week.

LEAVES OF ABSENCE

ARTICLE X

Section 1. General

The Company agrees to grant leaves of absence when business conditions so permit. Employees who may be granted a leave of absence shall not engage in other business.

Female employees will be granted leaves of absence for pregnancy. The request for leave shall be made to her supervisor within four (4) months after pregnancy occurs. Final notice of the leave request must be given to the supervisor no later than thirty (30) days prior to the start of the leave. A pregnant employee may be permitted to remain at work as long as her physician feels it is advisable unless the Company physician has reason to question his advice. Normally maternity leaves will begin no later than eight (8) weeks before the expected birth and the employee will return no sooner than eight (8) weeks following termination of pregnancy, provided her physician and the Company physician agree, and the employee has given the Company two (2) weeks' notice of her intention to return to work.

Employees **shall** be granted a leave of absence of up to one (1) year for the transaction of Union business. Time spent in grievance or negotiating meetings will be excluded from this section. Employees who request, and are granted, a union leave of absence that exceeds one (1) year but less than ten (10) years, will have their seniority, including Company benefit credit, frozen after one (1) year.

Employees may be granted a leave of absence by their foreman of up to one (1) week provided operating conditions permit such an absence and employees have no additional vacation weeks available.

Employees may be granted a leave of absence to serve in elective public office. Employees on such leave will continue to accumulate seniority while on leave up to a maximum of thirty (30) working days in a contract year, after which time their seniority shall become frozen. It is also understood that employees granted a leave of absence to serve in an elective office may not return to active employment until the completion or termination of their term of office.

Section 2. Funeral Leave

In the event an employee is required to be absent on a regularly scheduled work day as a result of death in the immediate family (i.e., the employee's wife, husband, children, including those legally adopted, father or mother, stepfather or stepmother, mother-in-law or father-in-law, brother or sister) he shall be paid a maximum of three days' pay, up to and including the day immediately following the funeral (one days' pay in the case of grandmother, grandfather, grandchildren, employee's brother-in-law or sister-in-law) at his straight time rate for such day(s) lost.

Section 3. Jury Duty

In the event an employee is required to be absent from work as a result of having to serve on a jury, he shall be paid the difference between the amount received for such jury service on the days when the employee should have been regularly scheduled to work and his straight time rate for the days lost.

SENIORITY

ARTICLE XI

Section 1. Purpose

The principles of seniority shall govern in promotions, demotions, layoffs, transfers and recalls providing the employee has the necessary ability to perform the work properly and efficiently and subject to the provisions of this Article.

Section 2. Definitions

A. Types of Seniority. For the purpose of this Agreement, there shall be two (2) types of seniority:

1. Department - defined as the length of service within a department.

2. Plant - defined as the time continuously employed by the Company computed from the last date hired.

B. Permanent. As used in this Article, permanent is defined and understood to mean any period of time which exceeds ninety (90) working days. It is also understood that this period may be extended to cover absences caused by vacations.

Section 3. Permanent Moves Affecting the Work Force

In permanently increasing the working force, making permanent promotions, permanent transfers, or permanently decreasing the working force, the following factors will be the basis for effecting the change:

a. Length of department seniority
b. Ability and fitness

c. Knowledge and training
d. Experience and skill

Where factors outlined in "b" and "c" and "d" are relatively equal, length of departmental seniority shall govern. Plant seniority shall govern where factor "a" is equal. In the event plant seniority is equal, a flip of the coin will decide. The determination of qualifications under factors "b", "c" and "d" is the sole and exclusive prerogative of the Company. Should the Company's determination be questioned, the employee questioning shall have the right to invoke the grievance procedure. If tests are used by the Company in the determination of qualifications, those employees who take such tests shall be promptly informed of the results and the employee may be accompanied by a Local Union representative at the time the results are explained to the employee.

Section 4. Lines of Progression

The Company has established Lines of Progression and qualified jobs for certain departments which are described in Exhibit "D".

Recognizing that change is imminent at the Chillicothe facility, changes in Lines of Progression will be discussed as the need arises. The Company and the Union have committed to utilize the Interest Based Process to facilitate the discussion regarding the proposed changes to a line of progression. The parties have agreed to provide two attempts to resolve disputes regarding modifications. This process will involve input from the employees who will potentially be impacted by any proposed change. If a successful conclusion is not achieved through the process, the Company shall have the right to initiate the proposed changes. The Company and the Union have agreed that the utilization of this process will not exceed six (6) months.

Mead has agreed to provide the necessary training and facilitator to support the Interest Based Process.

Lines of Progression establish a formal promotional sequence and it is understood that qualified employees shall be provided the necessary training and encouragement to move up when vacancies occur.

Section 5. Increases in the Working Force

A. Permanent

In making permanent promotions within established Lines of Progression, employees who have the longest department seniority on a job just below where the vacancy occurs will be given preference in filling the vacancy. Job openings on starting level jobs in established Lines of Progression or non-progression jobs will be promptly posted in that department. (Job vacancies in departments scheduled on a Southern Swing schedule will be posted on Tuesdays and Thursdays; no vacancies will be posted on Saturday or Sunday.) Employees of the department in which the vacancy occurs who desire promotion or transfer to the job which has become vacant should notify their immediate supervisor within forty-eight (48) hours (exclusive of non-operating days) after notice of the vacancy has been posted. The job will not be filled permanently until the expiration of this forty-eight (48) hour period. After an employee signifies his intentions to accept an intra- or inter-department transfer or promotion, he cannot refuse to accept the promotion or transfer. The successful bidder will be notified promptly and moved to the new job as quickly as possible. An employee shall be permitted unlimited upward bidding and no more than two (2) successful bids in a calendar year (January 1 to December 31) to jobs which are considered to be either a lateral or down bid on the basis of job classification top rate of pay. If for reasons beyond his control, the placement of the successful bidder on his new job is delayed, he shall receive the rate of pay for the new job , if it is a higher rate, beginning with the Monday following the expiration of the 14 day period.

Job openings that must be filled from outside the department will be first offered to employees with recall rights to the department prior to going to the bid box **and millwide posting. The employee may not refuse the vacancy once the posting period has expired.**

Employees who are leaving on vacation, and who wish to bid on a job classification in their absence, may bid on that job classification in their absence, by submitting their request in writing to the supervisor prior to leaving on vacation. Sick and injured employees who wish to bid on a job classification in their absence may do so by submitting their request in writing to the supervisor prior to the close of the posting period.

B. Temporary

1) Daily and Vacation Vacancies

Vacancies **of less than ninety (90) days** in Lines of Progression due to daily absences, vacation, training or other situations involving the need for additional manpower will be filled by moving employees up in their progression on the shift where the vacancy occurs.

Temporary vacancies **of less than ninety (90) days** in non-progression jobs will be filled by moving up qualified employees on-shift either on the machine or in the department as been the practice.

2) Temporary But Over 90 Days

Where temporary vacancies (other than base rate jobs) of more than ninety (90) days, **but less than 12 months** duration, occur in a department because of illness, injury, leave of absence, short term promotion to excluded job (less than six (6) month duration) or temporary overloads, the vacancy shall be filled within the department in accordance with Article XI, Section 5(A).

An employee who successfully bids a temporary job within their department, may not bid on another temporary job within their department until the conclusion of the first temporary bid.

3) An employee who successfully bids to a temporary job outside their regular department, will not be allowed to return to their regular department until such time as the temporary assignment is completed.

4) Vacancies Over 12 Months

All temporary over 90 day job vacancies known to be longer than twelve (12) months or that last longer than twelve (12) months, the resulting vacancy shall be bid millwide in accordance with Section 5 (A).

When the temporary vacancy is concluded, the departmental employee(s) will be returned to their former positions regardless of seniority except that an employee who is in a department on a temporary but over ninety (90) day basis may, if qualified, choose to replace the least senior employee, if any, also in the department on a temporary basis, before returning to their former job. If their former jobs no longer exist, these employees may exercise their bumping rights.

5) If an employee on a temporary job has the opportunity either through Line of Progression move-ups or bid to a permanent job in his department, he must immediately choose between the following alternatives:

   1) The employee can elect to continue working the temporary job, in which case the permanent job he was awarded would be rebid temporary until the temporary job the employee is working on is concluded,
   or
   2) The employee can move immediately to the permanent job in which case the temporary job would be rebid. (If this choice is taken, the employee would not be permitted to rebid the temporary job the employee has just vacated.)

6) **In departments that require vacation relief vacancies and no vacation relief exists, the job shall be filled in accordance with Article XI, Section 5(B)(1) and (2).**

C. <u>Utility /Relief Positions-ENABLING LANGUAGE</u>

The Company will determine the number of Utility/Relief positions needed using the following criteria:

1. **Determine the vacation eligibility in each department, including supervision.**
2. **Forecast training needs during upcoming year for each department.**

3. Each department head will determine how many additional employees, if any, who will be permitted off during prime vacation time, June 1 – August 31. This would reduce the compliment of permanent Utility/Relief personnel required.
4. The numbers of Utility/Relief personnel will be evaluated annually or whenever a significant change would occur in the permanent workforce.
5. The Utility/Relief personnel shall be trained and required to move up to fill temporary vacancies due to vacations, daily or short-term absences from work.
6. When permanent vacancies occur in non-progression jobs, the openings shall be filled in accordance with Article XI, Section 5A.
7. Starting jobs in Line of Progression jobs also will be bid in accordance with Article XI, Section 5A.
8. Open jobs available to Utility/Relief personnel shall be offered within the department in their seniority order, the least senior being required to accept the position.
9. A Utility/Relief position, when vacated, will be bid in accordance with Article XI, Section 5A. Positions not filled by the above will be filled with the least senior extra crew employee.
10. The Company reserves the right to maintain, in addition to Utility/Relief positions an Extra Crew that will be managed insofar as department assignments are concerned.
11. Utility and Extra Crew are not precluded from bidding on any available openings within the facility.

Section 6. Permanent Transfers

Employees desiring transfer to another department shall make application with the Human Resources Department. The employee will be provided with a receipt of the transfer request. This request for transfer shall remain in effect for one (1) calendar year (January 1 - December 31) unless renewed by the employee.

At such time an inter-department job vacancy occurs, the vacancy will be posted at (15) JeTech locations (to be determined by the parties) for a period of seven (7) consecutive days. Any employee may make application for such job on the basis of plant seniority and necessary ability by signing a bid slip. It shall be the employee's responsibility to take his/her bid to Human Resources within the prescribed time limits. Any employee (including Extra Crew) may withdraw his/her

bid anytime prior to the expiration of the seven (7) consecutive day notice. After expiration of the seven (7) day notice, the successful bidder may not refuse to take the job.

If there are no applications on file for a specified job classification at such time as the vacancy occurs, the vacancy shall be filled by the least senior employee on the Extra Crew.

Employees permanently transferred between departments shall retain the seniority accumulated in the department from which transferred. This seniority, however, shall not be used in evaluating an employee's eligibility for return to a department from which he may have transferred, or when the crew of his department has been permanently reduced, or when the transfer was affected because of a leave of absence, serious illness or injury.

Section 7. Failure to Qualify

When promoted or transferred, if the employee is unable to perform the duties of the job satisfactorily after a trial, he shall be returned to the position from which he came, without loss of seniority and shall not be considered for promotion or transfer to the same job for a period of six (6) months. Other employees who may be affected will return to the positions they held just prior to the promotion or transfer. After a second failure on the same job, he shall be ineligible for further consideration except at the discretion of the Company. An employee who is disqualified subsequent to the completion of the trial shall be placed in accordance with the provisions of Section 8A.

Section 8. Reduction of the Working Force

A. Permanent

When a crew in a department is permanently reduced or a department is permanently eliminated, employees thus affected will exercise their seniority in the following way:

1. Employees in established Lines of Progression will use their departmental seniority to place themselves, on a shift of their preference, in descending order within their Line of Progression. If their seniority does not permit them to remain in the progression, employees will exercise department seniority on jobs outside the progression.

a) Employees curtailed from one Sheeter (#1, #2, #3, #4) may bump into the Line of Progression on another Sheeter provided said employee has held the job he wants to bump.

2. Employees on non-progression jobs may use their current departmental seniority to displace junior employees on starting jobs in Lines of Progression or on other non-progression jobs in the department. In the event the least senior (department seniority) employee occupies a progression position above the starting job:

   (a) The least senior employee will be curtailed from the progression and department where;

   (b) Remaining employees assigned to the progression are qualified and can be moved up to permit placement of the bumping employee in the starting job.

3. **Any employee curtailed from their regular department will be able to exercise previously acquired department seniority in former departments and may bump the least senior in the department.**

   In addition, any employee(s) who exercises a bump in accordance with (A)(3) above, will be eligible to receive the "red-circled" rate of pay until such time as (1) the employee voluntarily bids to another position outside the department or, (2) they refuse to move to a position (permanent or temporary) within a department that their seniority would entitle them to or, (3) they move to the position their seniority and experience entitles them to. In the event that one of the above three things occur, the employee will assume the rate of the position that they are assigned to. (It is possible that an employee could move multiple times within the department or Line of Progression before an employee moves to the "highest" position that their seniority would have entitled them to.)

   (For example, an employee's experience and seniority would place them in a Fourth Hand's position on #12 Paper Machine if they had not bid to another position. The employee could

exercise their previous department seniority and displace the junior person in the department. When a vacancy (Fourth Hand) occurs that the employee has the seniority and experience to perform, the employee will move to that position. The employee would continue to receive the rate of the position that they had been displaced from until such time as they move to the Fourth Hand's position. They would then receive the Fourth Hand rate of pay.)

<u>Millwide</u>

1. **It is the parties intent to protect senior employees. In order to do that, the parties have agreed that after Steps 1 and 2 above, employees will be laid off according to Last In, First Out (LIFO). When a curtailment is to occur, the most junior employees in the unit will be laid off.**

   (a) Employees unable to place themselves in a department curtailment will be able to exercise their plant seniority to displace the least senior employee in the plant. The Company has agreed to "redcircle" the rates for displaced employees for a period of six months.

   (b) In the event the least senior employee is on a job in a Line of Progression or "qualified job" (See Exhibit "D") qualified employee within the line will be moved up to displace the junior employee provided qualified replacements are available to permit the bumping employee to fill the bottom job. When necessary, the Company will provide accelerated training for up to fourteen (14) days to facilitate the employee moving up. Accelerated training is understood to mean compressing as much as twenty-one (21) days normal training period into fourteen (14) days to facilitate the removal of a junior employee from a top or qualified job.

B. Temporary Curtailment

When a partial curtailment of a department operation occurs, the affected employees shall be curtailed from the plant by department seniority on the machine or classification involved. This language shall apply to all paid holidays, except as modified by the Agreement pertaining to Sunday/One Day Holiday Scheduling for the Maintenance Department in Exhibit "C" of this Agreement.

1. 24 Hours or Less

When a partial curtailment of department operations occurs for a period which does not exceed twenty-four (24) hours and a layoff occurs, the affected employees shall be curtailed from the plant by shift from the machine or classification involved by seniority (departmental).

2. 24 Hours Not to Exceed Three (3) Working Days

In the event such partial curtailment of department operations exceeds a period of 24 hours, but does not exceed three (3) working days duration, affected employees desiring to work shall be placed by supervision on jobs in their department on a shift of their assignment provided they possess the necessary department seniority and qualifications to perform the work.

3. Three (3) Workings Days Not to Exceed Fourteen (14) Days

In the event, however, such partial curtailment of departmental operations exceed a period of three (3) working days, but does not exceed fourteen (14) working days duration, and a layoff \occurs, the affected employees desiring to work shall be placed by supervision on jobs in their departments irrespective of shift, provided they possess the necessary qualifications to perform the work. Employees affected by the shutdown and who are retained in the department will be considered to be transferred for the convenience of the Company.

4. In Excess of Fourteen (14) Days

When a partial curtailment of a departmental operation occurs for any reason for a period in excess of fourteen (14) working Days, employees thus affected may be placed on jobs within the department without regard to their seniority rights, provided such action does not reduce the scheduled hours of work of any employees in the department below forty (40) hours per week. During such period, the employees affected shall be considered to have been transferred for the convenience of the Company. Employees thus affected shall be restored to their former

position, when the position again becomes available. If such action results in a reduction of the employee's scheduled hours of work below forty (40) hours per week, the resulting transfers shall be made in accordance with the previous provisions of this Article.

5. In the event an employee is scheduled to receive less than forty (40) hours pay (including holiday pay) in any one work week, the affected employee will, at his request, be assigned by his supervisor to a job continuing to function in his department, provided he possesses the necessary department seniority and qualifications to perform the work in order to obtain but not exceed sixty (60) pay hours in any one week, excluding unscheduled overtime. As long as an employee has not exceeded sixty (60) scheduled hours, he will work the next scheduled shift.

6. A senior employee will not be permitted to displace a junior employee who is scheduled to receive less than forty (40) pay hours in that work week unless the senior employee is also scheduled to work less than forty (40) pay hours in that work week. In no event will bumping be permitted if it will cause the Company to incur additional unnecessary overtime.

7. Employees displaced under this Article shall be placed, upon their request, on the unassigned extra crew for the curtailment period, by plant seniority.

Section 9. Injured Employees/Physically Disqualified Employees

A. Temporary

An employee who is injured on the job and who cannot perform the duties of his regular job shall be transferred to any starting job in his department which he can satisfactorily perform and to which his seniority entitled him. His regular job will be filled as temporary vacancy and he and all other employees affected by the transfer will be returned to their regular jobs when he is physically able to do so. If the injured employee is unable to perform the starting job in his department his ability and plant seniority shall be given consideration for base rate jobs in other departments.

B. Permanent

An employee who is disqualified from a job because he cannot continue to meet the physical job requirements established by the Company under applicable state and/or federal statutes, or has been injured on the job and cannot perform the duties of his regular job, shall be transferred to any job in his department which he can satisfactorily perform and to which his seniority entitles him. If the disqualified employee is unable to perform any job in his department, he shall exercise previously acquired department seniority in former departments to place himself on a job he can satisfactorily perform and to which his seniority entitles him. If the disqualified employee is unable to place himself exercising previous departmental seniority, his ability and plant seniority shall be given consideration for starting jobs in other departments.

Section 11(A). **Excluded Job**

Any employee transferred to an excluded job outside the physical confines of the Chillicothe Mill, or into other recognized bargaining units, shall immediately forfeit all seniority.

Any employee temporarily transferred to an excluded job classification will continue to accumulate seniority up to a maximum of ninety (90) working days in a contract year, after which time his seniority shall become frozen. Where such transfers are for one (1) week or more duration, notice to this effect will be posted in the department involved.

All time spent on such excluded job classification in excess of ninety (90) days in any contract year shall not accrue as bargaining unit seniority. When the total accumulated time for which bargaining unit seniority has not accrued exceeds 365 days his bargaining unit seniority rights shall be forfeited. This paragraph shall apply to transfers which originate on or after August 1, 1971.

When an employee moves to a temporary excluded job of over ninety (90) days and must be replaced, his job will be bid off temporary in the department.

Only use temporary supervisors when filling in for a supervisor who is off on vacation or out sick (intent to fill in for extended illness not for one day/short term absences). Other supervisory vacancies will be filled by management personnel or will remain open.

Any other assignment such as preparation of training manuals, ISO, etc. will be classified as special assignments: will not be excluded jobs; will be paid at the individuals current job rate; will be at straight time whenever possible; will not be used to reward individuals (favoritism); overtime hours worked as temporary supervisor and special jobs will be recorded into the overtime procedures of respective department.

When an employee moves to any excluded job, he will not be permitted to work his regular job and excluded job in a twenty-four (24) hour period from 7:00 a.m. to 7:00 a.m.

In no event shall a bargaining unit employee working an excluded job work hours in excess of hours that a supervisor would have worked in similar circumstances.

Section 11 (B). Special Assignments

The parties agreed that it is beneficial to the future success of the operation to have Bargaining Unit employees involved in "Special Project Assignments" throughout the facility. When Bargaining Unit employees are going to be utilized fulltime in "Special Assignment" roles, the following guidelines shall apply:

1. **The Company has an obligation to discuss any special assignment with the Union prior to soliciting employees. In all circumstances, it is important that the parties discuss the nature and expected length of the special assignment The parties have agreed to establish a joint committee for the purposes of this article.**
2. **The committee shall utilize a joint selection process to select the individuals to be involved.**
   - **(a) When qualifications of individuals are relatively equal, seniority shall be the governing selection factor.**
   - **(b) The committee will be responsible for monitoring Special Assignment activities to prevent any potential abuses.**

3. **Employees on special assignment shall continue to get their regular rate of pay. Employees on special assignment will not be eligible to work beyond 48 hours in a week.**
4. **The parties may agree to post the special assignment to solicit individual employee interest. Selection of a posted special assignment shall be governed by these guidelines. The specific nature of the assignment and the expected duration of the special assignment will be included in the solicitation.**
5. **Employees who are on special assignment shall not be utilized to perform bargaining unit work (beyond the nature of the work involved in the special assignment).**
6. **It is understood that employees on special assignment may have to return to their regular bargaining unit position (if their position is not backfilled) while on special assignment to facilitate scheduled vacations.**
7. **Any other assignment such as preparation of training materials, ISO, etc. will be classified as special assignments and not excluded jobs. Special assignments will not be used to reward individuals (favoritism). Overtime hours worked on special jobs will be recorded into the overtime procedures of the respective department.**
8. **It is understood that if an employee on special assignment would have been curtailed or laid off if assigned to their regular position, the employee will be curtailed or laid off as if they were still in their regular assignment.**

No employee will be forced to work overtime as a direct result of another employee accepting a special assignment.

Section 12. Seniority and Mailing Lists

The Company agrees to provide the Union with a seniority list and an up-to-date mailing list each four (4) months for the duration of this Agreement. The Company will submit a list of people on excluded jobs every four (4) months.

Section 13. Seniority Break

Seniority shall be broken for the following reasons:

1. If an employee resigns.

2. When he is discharged for just cause.

3. When he is absent for six (6) working days without notifying the Company or without a reasonable excuse for such failure to report.

4. When an employee fails to report after a period covered by leave of absence without a reasonable excuse for such failure to report.

5. When an employee who has been laid off shall be called to work and shall fail to appear within seventy-two (72) hours after such notice, unless the employee presents reasonable evidence that he was unavoidably prevented from reporting on time through no fault of his own. It shall be the employee's responsibility to notify the Company of change of address and telephone number.

6. When an employee laid off through no fault of his own:

   a. Has not been recalled for a period of one (1) year in the case of employees with less than one (1) years' service, or

   b. Has not been recalled for a period of three (3) years in the case of employees with more than one (1) years' service.

7. As provided in Section 11 above.

Section 14. Special Provisions for the Maintenance Department

A. Standards for Entering the Department
In transferring personnel to the Maintenance Department the same standards shall apply as are established for the employment of personnel for the department. These standards are:

1. The applicant must pass the cut off scores in the Maintenance entrance examination.

2. Physical
The applicant shall be in the physical condition necessary to perform all the duties required in the particular crew. He must be able to work in high places and in heat, cold and dampness.

A medical examination may be required at Company expense. Should the applicant fail to meet the medical standards as determined by the plant physician, he may be examined by a physician of his own choosing. If the applicant passes his second examination, the Company physician and the applicant's personal physician will designate a third physician to conduct a third examination. The results of his third examination shall be final and may be not contested under this Agreement. The expense of the final examination shall be borne by the Company.

3. Personnel entering the Maintenance Department through the Apprentice Program will be governed by the standards provided in the Maintenance Reorganization Program.

When employee meets the above qualifications, length of service in the Maintenance Department shall be the determining factor in making temporary or permanent promotions. Should two or more employees have equal shop seniority and qualifications, length of Maintenance service shall govern. Where these are equal the length of plant seniority shall govern.

In the event no qualified employee is available within the Maintenance Department, a vacancy will be filled from the group of applicants outside the department who have complied with the requirements. When the qualifications of such applicants are relatively equal as to ability and fitness, selection shall be based on length of service with the Company. When the required qualifications are not met by anyone in the mill, outsiders will be hired directly for the job.

Section 15. Copies of Job Bids

Each employee shall receive a copy of the bid(s) he makes for intra or inter-department transfer or promotion. Employees bidding for an inter-department transfer or promotion through their supervisor shall have their bid witnessed by a supervisor.

TOUR AND DAY WORKERS

ARTICLE XII

Section 1. Tour Workers

When a tour begins, each worker is required to be in his place. At the end of a shift, no tour workers shall leave his place to wash up and dress until his mate has changed his clothes and reported to take on the responsibilities of the position. If a tour worker does not report for his regular shift, his mate shall notify the supervisor. He shall then remain at his post while the Company attempts to secure a substitute. If the Management is unable to secure a relief, he may be required to work an additional shift. It is the duty of a tour worker to report for his regular shift, unless he has already arranged with his supervisor to be absent. If unavoidably prevented from reporting, he must give notice to his supervisor, or at the Time Office, at least two (2) hours before his tour goes on duty or present a reasonable excuse to Management. The supervisor will, as soon as possible, notify the affected employee that his relief will not be reporting as scheduled. Employees reporting more than two (2) hours late for their regular scheduled shift may be denied work for that day.

It is understood that under normal circumstances if any employee has worked sixteen (16) continuous hours and the overtime provisions have been exhausted seeking his relief, the most junior qualified employee on-shift, within the department not committed to overtime or not have worked sixteen (16) hours, will be required to stay.

Section 2. Day Workers

Day workers shall be at their stations ready for work at the commencement of the hour scheduled for the job or operation involved and shall remain at their stations until termination of the hour scheduled. Day workers shall be relieved at the hour scheduled unless their services are required to complete work in progress or to perform work necessary and essential to the efficient operation of the plant.

If unavoidably prevented from reporting for work, a day worker must give notice to his supervisor, or the Time Office, at least one (1) hour prior to the commencement of his shift or present a reasonable excuse to the Company. Employees reporting more than (2) hours late for their regular shift may be denied work for that day.

Section 3. Reporting to Work After Absence

When a tour worker has been absent for one or more days and reports for work without having notified the Company at least ten (10) hours in advance, work may be denied for that day. Work may be denied day workers for the same reasons unless four (4) hours advance notice is received.

Section 4. Records

Records of calls and other efforts to secure substitutes will be maintained by the Company and will be open to inspection by the Union.

TEMPORARY TRANSFERS

ARTICLE XIII

The transferring of employees between shifts and temporarily between jobs and departments in order to maintain efficient and/or economical operations is the sole responsibility of Management.

"Temporarily" as used in this Article, is defined and understood to mean any period of time which does not exceed fourteen (14) working days.

An employee temporarily transferred to a lower rated job as a result of operating emergencies shall continue to receive his regular job rate.

An employee transferred to a higher rated job and who satisfactorily performs all of the job duties and responsibilities of the higher job classification will be paid the rate which has been established for the higher rated job in conformity with the Company's current wage schedule.

An employee transferred to a higher rated job within the same job classification and who is receiving a rate other than the full rate will be paid a rate equal to or greater than his present rate. An employee transferred to a higher rated job within the same job classification and who is on the full rate will be paid the full rate for the higher rated job.

An employee transferred to a lower rated job for the convenience of the Company shall continue to receive his regular job rate.

An employee who is assigned and accepts a lower rated job when work is not available on his regular job shall receive the rate of pay which has been established for the lower rated job in conformity with the Company's current wage schedule.

GRIEVANCE AND ARBITRATION

ARTICLE XIV

Section 1. Grievance Committee

The Union agrees to elect and maintain during the term of this Agreement a Grievance Committee of no more than seven (7) in number. It is agreed that this Committee shall be composed entirely of employees of the Company and shall be duly authorized and empowered at all times to represent the employees and the Union in handling grievances with the Company. The Human Resources Manager shall be furnished with a list of the members of this Committee and shall be given twenty-four (24) hours' written notice of any change therein.

Section 2. Shop Stewards

The Union shall select no more than one shop steward for each shift in each department, except where agreed otherwise between the Company and the Union, and shall furnish the Human Resources Manager with a list of said shop stewards and shall give twenty-four (24) hours' written notice of any change therein.

Permission is granted the Chief Steward or the President of the Union or a Grievance Committee member, during his off duty hours, to visit the plant to investigate grievances unsettled in Step 1 of the grievance procedure. It is understood that the department supervisor shall be notified first and production shall not be disrupted. The Chief Steward, President, or any Union Committeeman may attend grievance meetings at Step 1, if requested by either the aggrieved employee or his shop steward.

Section 3. Scope of Grievance Procedure

Only grievances involving the interpretation of, or compliance with, this Agreement will be recognized, and such grievances to be recognized must be presented within ten (10) days after occurrence. Wage and wage rates are a matter for negotiation only and shall not be subject to this procedure.

Section 4. Step Procedure

With a desire to settle grievances promptly, the parties recognize the following systems for the settlement of grievances. Settlement of grievances shall be made in the following order and manner except that grievances involving suspension or discharge will start at Step 2. Time limits indicated may be extended by consent of the parties.

Step 1. Between the aggrieved employee and his immediate supervisor. The shop steward or committeeman may be present. The employee and the Union Representative, if present, shall discuss the grievance with the supervisor in an attempt to resolve the grievance prior to putting it in writing. If the grievance is not satisfactorily resolved through these discussions, it shall be put in writing, setting forth the Article allegedly violated. The supervisor shall have four (4) working days in which to make written disposition of the grievance.

Any settlement or final disposition of the grievance at Step 1 shall not constitute a precedent.

If the grievance is not settled, it shall be presented at the next step within five (5) work days of receipt of the supervisor's answer. In the event the immediate supervisor is not available the grievance may be presented at Step 2.

Step 2. Between the superintendent over the department where the grievance occurs and a representative designated by the Company and the Union Grievance Committee. The Union's International Representative may be present. The Company shall have fourteen (14) calendar days in which to make written answer to grievance. If the grievance is not settled satisfactorily, it shall be presented at the next scheduled third step grievance meetings.

Step 3. Between a representative designated by the Company and the International Representative designated by the **PACE** International Union and the Union Grievance Committee, who will attempt to settle the grievance. **The Company shall have thirty (30) days in which to make a written answer to the grievance.** The Union shall notify the Company within sixty (60) days of receipt of the Company's written answer as to whether or not the Company's written answer is satisfactory.

Section 5. Arbitration

If the grievance is still not settled after proper processing in accordance with Section 4 above, then the grievance shall be submitted to arbitration upon notice that the Step 3 answer was unacceptable **(unless the parties mutually agree to not submit the issue at this time)**, as follows:

A. The arbitration proceeding shall be before a Board of Arbitration consisting of five (5) members. Two members shall be appointed by the Company; two members shall be appointed by the Union; and these appointed members shall select the third impartial member from a list of seven (7) arbiters to be submitted by the Federal Mediation and Conciliation Service. The impartial member shall serve as chair person of the arbitration board (or, if the parties mutually agree, may act as the sole arbiter).

B. The list of arbiters submitted by the Federal Mediation and Conciliation Service shall be jointly requested in writing within thirty (30) days following receipt of written notification that the issue is to be submitted to arbitration. Upon the failure of either the Company or the Union to observe this time limit, the other party may independently request the Federal Mediation and Conciliation Service to provide the said list. The impartial arbiter will be selected from this list by alternate elimination from the list until one (1) arbiter remains. The Federal Mediation and Conciliation Service will be notified by joint letter of the arbiter so selected.

C. The arbitration proceeding shall be conducted under the arbitration policies and procedures of the Federal Mediation and Conciliation Service, and the impartial arbiter shall hear, decide and render his decision within thirty (30) days of the hearing.

D. The Company and the Union shall each bear the expense of their respective representatives and witnesses, and share equally the expenses and fees, if any, of the **Federal Mediation and Conciliation Service** and of the impartial arbiter. The impartial arbiter shall be selected on an individual basis for each separate grievance to be arbitrated, unless mutually agreed to the contrary.

E. The jurisdiction and authority of the impartial arbiter and his opinion and award, shall be confined to the interpretation of the provision or provisions of this Agreement at issue between the Company and the Union.

The impartial arbiter shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement.

The award in writing of the impartial arbiter on the merits of any grievance adjudicated within his jurisdiction and authority, as provided in this Agreement, shall be final and binding on the Union and the Company.

DISCHARGES QUESTIONED

ARTICLE XV

In discharging or suspending an employee, he shall at the time of suspension or discharge, be given the reason therefore in writing, including a statement that any complaint for discharge or suspension must be filed with the Company in writing within seven (7) calendar days or the matter shall be considered closed. A copy of the discipline letter will be timely sent to the Union office. If an investigation proves that an injustice has been done, the Company will reinstate the employee, and if considered appropriate by the parties or the arbiter, full compensation shall be paid at the employee's regular rate of pay for the time lost. In case of discharge or suspension, Union representation will be provided (a Committeeman if available), unless declined by the employee.

RATES FOR NEW OR CHANGED JOB CLASSIFICATIONS

ARTICLE XVI

If during the term of this Agreement the Company installs new equipment, or changes work methods, lay-out, or work assignments which result in the creation of new job classifications, and/or changes in existing job classifications, the Company shall within ninety (90) days thereafter establish rates for such new or changed job classifications in line with the Company's wage scale for like work. In those instances wherein the duties of the new or changed classifications cannot be accurately determined within the above time limit, the Company shall establish the new rates as early a date as possible thereafter. Before implementing new job classifications or changing existing job classifications, the Company will notify the Union and provide the Union with an opportunity to provide input upon the proposed change.

If after ninety (90) days following the establishment of the new rates, neither party questions the rate established for the new or changed classifications, it shall become the established rate for the job. If during the ninety (90) day period the rate is questioned, the establishment of the rate shall then be a matter for negotiations only, and such negotiations shall not be unduly delayed by either party.

If negotiations result in a change of rate, the new rate shall be made retroactive to the date of the job changes which caused the rate adjustment.

SUPERVISORY WORK RESTRICTIONS

ARTICLE XVII

Supervisory officials, or those employed for the purpose of directing the working force, shall not perform any work that would displace production or maintenance employees except in the case of an emergency or for the purpose of instruction and training.

Employees who are displaced by supervisors for reasons other than those mentioned above shall be paid for the time so lost.

EXTRA CREW

ARTICLE XVIII

A. The Company may maintain an Extra Crew Department for use in providing relief for temporary vacancies in departments throughout the plant.

Employees of this department shall be classified as Extra Crew. The objective of the Extra Crew Department is to fill such vacancies at straight time if possible; however, Extra Crew employees may be used to fill temporary vacancies occurring on any day of the week even though such day may be at a time and one-half.

It is understood that Extra Crew employees will not be used to fill temporary vacancies which will result in the payment of time and one-half to them when the vacancy is for that day(s) only, until regular employees within the job classification where the vacancy occurs have been given the opportunity to fill such vacancy. "Vacancies", as used herein, means any vacancy caused by:

1. Absenteeism (whether sickness, injury, leave of absence, etc.)

2. Vacations

3. Temporary increases in departmental work loads or other extra work of a temporary nature.

4. In the case of Saturday or Sunday when an employee is stuck for an additional eight (8) hours, the department overtime procedure has been exhausted, and qualified Extra Crew employees are available on the Call Sheet.

B. The employees assigned to the Extra Crew Department will be classified as Extra Crew and will be paid at the rate as specified in Exhibit "B". Once Extra Crew employees reach the twelve (12) month rate or **have been placed on a temporary/permanent job vacancy through the millwide job posting or application process,** they shall be paid the rate of the job performed. Such employees will be used to fill temporary vacancies in starting jobs within a department, on dead-end jobs, or on higher jobs when an employee below the job vacancy is not qualified to be promoted to the higher job. Extra Crew will be assigned at the sole discretion of the Company in order to fill temporary vacancies. Such employees must accept all assigned vacancies to which the Company feels the employee is qualified. When permanent and temporary but over ninety (90) day vacancies occur **and there are no job bidders or applications on file, the vacancy shall be filled by the least senior employee on the Extra Crew.**

C. It is mandatory that employees qualified to move up on-shift to fill temporary vacancies on the machine or operation involved will do so. The Company will provide the necessary training to effectuate this policy, at such time and in such manner as it deems most feasible and economical, including the training of Extra Crew.

D. When an Extra Crew employee is promoted to a temporary bid job and that job is concluded, he shall replace the most junior employee on a bid job in the mill and that employee will be returned to the Extra Crew Department.

E. **GENERAL GUIDELINES – EXTRA CREW**

1. Extra Crew Board Call – In Sequence

   Whenever practical, extra crew employees will be assigned on the basis of company seniority, ie. the most senior extra crew employee listed on the "On Call" section of the extra crew board will be called for the work assignment. The only exception in attempting to assign extra crew work on a strict seniority basis can occur when a particular assignment requires certain skills possessed by a junior extra crew employee and not possessed by a more senior employee on call. In such cases, the junior employee may be called in to perform **the** work.

2. Reinstatement to Extra Crew Board

   Extra Crew employees, upon release from the department in which they last worked, shall punch out and immediately report in person to the **Human Resources Department** or Time Office to place their names back on the call board. Their names, if they are released after a normal trick, shalll be placed under the "Just Released" section of the extra crew board where they will remain for the next eight (8) hours. At the beginning of the next shift following an eight (8) hour period, their names shall be transferred to the "On Call" section of the extra crew board in order of seniority, ie. the most senior employee at the top, etc.

3. Extra Crew – Unavailability For Call

   Whenever extra crew employees are not going to be available for an assignment during a specific period, it shall be their responsibility to call or report in to the **Human Resources Department** or Time Office – depending upon where the extra crew board is located – and report their unavailable status. Their names shall be placed under the "Do Not Call" section of the extra crew board. At such time employees are again available for work assignments, they shall personally report to the **Human Resources Department** or Time Office and sign-in to place their names back on the call board. (Employees requesting to have their

names taken off the extra crew board must present an acceptable reason for such request to the Company.)

4. Weekly Extra Crew Board

   Each Friday, the **Human Resources Department** will check the extra crew board to see if it appears that any junior employees should be released from their work assignments at the end of the week. If it appears that older employees on call may not receive an assignment for the following Monday, the department(s) having junior extra crew employees will be directed to release them. The only exception to this guideline is where a junior employee is working on a job that would require the department to break-in another person, the junior employee will be retained.

5. Extra Crew Responsibility Re-Call Board

   If extra crew employees do not receive calls for work assignments during any part of any day when they feel they should have been called, it shall be their responsibility to call the **Human Resources Department** or Time Office to ascertain whether or not their names appear on the proper section of the extra crew board. At no time should an extra crew employee permit more than 24 hours to pass without personally checking on his/her extra crew status.

6. Extra Crew Calling Procedures

   In attempting to call the most senior extra crew employee under the procedures outlined in No. 1 above, the Company will follow the procedures set forth below:

   A. If, upon calling the most senior employee on the call board the telephone line is busy, the next most senior employee will be called leaving the senior employee's name on the top of the call board. This procedure will be followed for subsequent calls.

   B. If no one answers a call after eight (8) rings, the employee's name will be moved to the bottom of the "On Call" list for the remainder of that work day.

C. If an employee is not at home, the person answering the call will be asked if he or she can give the work assignment to the employee. If the person answering the call indicates that he or she cannot give the employee the assignment, the employee's name strip will be moved to the bottom of the "On Call" list for the remainder of the day.

D. When a call-in assignment is completed, the employee's name-strip will be moved from the "On Call" section of the extra crew board and placed under the name of the department to which he or she is assigned.

7. Permanent Employees As Extra Crew

Permanent employees, who have been laid off due to an extended curtailment of operations, and as a result of such curtailment will receive less than forty (40) pay hours in a work week, may place themselves on the extra crew by reporting in person to the **Human Resources Department** or Time Office and placing their names on the call board. In this regard, each particular situation must be approved in advance by the Company. (Permanent employees' seniority status will place them ahead of regular extra crew employees whose names are on the call board.) All permanent employees who place themselves on the extra crew call board will be subject to the same procedures and guidelines in effect for regular extra crew employees.

F. EXTRA CREW

Employees originally hired or who may be assigned as Extra Crew shall not accumulate departmental seniority in any department in which they work as Extra Crew. Plant-wide seniority will be accumulated from the date of employment. When an extra crew employee bids or is placed on a permanent or temporary but over ninety (90) day job, his department seniority shall then begin. When permanent and temporary but over ninety (90) day vacancies occur and there are no job bidders or applications on file, the vacancy shall be filled by the least senior employee on the Extra Crew.

CONSTRUCTION AND MAINTENANCE WORK

ARTICLE XIX

The Company shall continue to have the right to engage independent contractors to perform new construction, or the replacement or modification of existing buildings, equipment, or other facilities. This Company right shall not be abridged by any other provision of this Agreement.

The Company shall also continue to have the right to engage independent contractors to perform selected service functions and overloads of maintenance work. In arriving at a decision as to the assignment of the work, the Company will have taken cognizance of all the factors involved which are pertinent to the work in question, including but not limited to the following: availability of required skills and personnel, necessary tools and equipment, the time limits within which the work must be performed, availability of related services, the problem of keeping the mill operating while the work is in progress, and pertinent cost factors. The Company's decision to subcontract such work cannot be reversed unless it is found that it was made for the sole purpose of undermining the status of the bargaining unit.

Prior to engaging an independent contractor to perform temporary overloads of maintenance work, the Company will notify the Union and will outline the nature of the project or plan.

The Company is developing a revised system of subcontracting notification. It is believed at this time that the process will involve a letter of anticipated subcontracting work and firms to be utilized. The letter will be generated and distributed on Friday and is to cover the anticipated work of the following week. As discussed, this process will not cover unanticipated or emergency work.

RULES

ARTICLE XX

The Company rules governing employment, which are attached hereto as Exhibit "A", are affirmed and will continue in effect and force during the life of this Agreement.

MILITARY SERVICE

ARTICLE XXI

Employees who enter the Armed Forces of the United States shall be re-employed in accordance with the provisions of the Selective Service Act of 1948, as amended, or subsequent laws pertaining to servicemen's re-employment. Questions arising under this Article shall be interpreted by the Director of Re-employment Rights for Veterans.

An employee who is a member of the National Guard or a Reserve Unit of the United States or the State of Ohio and who is required to participate in the annual field training period, will be reimbursed for the difference between his regular straight time rate, times the number of hours of regularly scheduled worked missed within the annual field training period (not to exceed 168 hours), and the pay received from the National Guard or Reserve Unit.

BULLETIN BOARDS

ARTICLE XXII

Notices of Union meetings and recreational and/or social affairs may be posted on specified bulletin boards provided by the Company. The material to be posted shall be signed by an appropriate Union officer and submitted to the Personnel Department for approval, prior to being posted. The Company shall keep such bulletin boards in good repair.

EFFECT OF LAW

ARTICLE XXIII

In the event any provision of this Agreement is found to conflict with any applicable State/Federal Law or regulation, that provision shall no longer be effective, but the remainder of this Agreement shall continue in full force and effect.

The parties will, upon request, promptly meet and negotiate concerning possible revisions resulting from one invalidation, but Article V, No Strike - No Lockout, shall remain in effect until termination.

Where the contract requires, the masculine gender shall include the feminine gender.

AMENDMENT

ARTICLE XXIV

This Agreement is complete in writing and excludes all matters from further negotiation for the duration of this Agreement, whether or not previously mentioned, except as specifically provided to the contrary herein. Further, this Agreement shall not be amended, changed, altered, or qualified, except by an instrument in writing duly signed by the parties signatory hereto.

This Agreement cancels and supersedes any and all previous practices, procedures or agreements, whether written or oral.

WAGES

ARTICLE XXV

The wage scales agreed upon the attached here to as Exhibit "B" shall remain in full force and effect during the term of this Agreement.

NON-DISCRIMINATION

ARTICLE XXVI

There shall be no discrimination against any bargaining unit employee on account of race, color, creed, sex, age, handicap, status as a veteran of the Vietnam era, or national origin. Any provision of this Agreement, practice, or custom to the contrary shall be null and void.

HEALTH AND SAFETY

ARTICLE XXVII

Section 1.

The Company agrees to maintain reasonable provision for the health and safety of all employees while working. The Union, all employees and the Company agree to cooperate on all matters pertaining to safety.

Section 2.

The Company will continue its employee safety committee program. These committees shall act in an advisory capacity and to the extent practical, they will be guided by the following principles:

(a) Review data to indicate accident sources and injury rates.

(b) Detect hazardous physical conditions and unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards.

(c) Promote safety and participate in advertising safety and in selling the safety program to employees.

(d) Attend regularly scheduled meetings for the sole purpose of discussing accident prevention and developing corrective measures.

(e) The Chairman of the Union Safety Committee or his/her representative shall be designated as a permanent member of the Company's Employee Safety Committee.

Section 3.

The Company will notify employees of appropriate plant safety committee vacancies on a semi-annual basis, accepting volunteers to fill such vacancies.

Section 4.

All employees will be given proper safety instructions. The employees are to comply with all safety rules as established by the Company and applicable State and Federal statutes.

Section 5.

The Company shall recognize the Union's Workers' Compensation Committee and will allow them access to the mill.

Section 6.

The Company shall recognize the Union Safety Committee and will allow the Committee access to the mill. Two (2) Safety Committee members assigned to accompany OSHA inspectors on inspection tours will be compensated for the time spent on these inspections.

INSURANCE AND RETIREMENT

ARTICLE XXVIII

Section 1. **Insurance**

The Company shall maintain for the duration of this Labor Agreement, the following Group Insurance Program:

A. BENEFIT LEVELS - LIFE, AD&D, A&S

1. Life Insurance effective **1/1/01:**

Less than one (1) year's service - $25,000
One (1) year of service or more - **$65,000**

2. **Effective 1/01/01 the Company will offer one Dependent Life option: (You are not required to participate in this benefit)**

Dependent Life Option	**N/A spouse only tier available**	**Spouse $8,500 & Children - $500 (less than 6 mos.) or $3,500 (greater than 6 mos. to age 19, or 25 if full-time student**	**Children only - $500 (less than 6 mos.)or $3,500 (greater than 6 mos. to age 19, or 25 if full-time time student**
Employee Monthly Cost	**N/A**	**$0.50**	**$0.08**

3. AD&D: **$30,000**
   There will be no additional AD&D options made available.

4. Accident and Sickness

   Weekly indemnity $320 per week effective 08/01/99 **($330 per week effective 8/01/00), ($340 per week effective 8/01/01), ($350 per week effective 8/01/02), ($360 per week effective 8/01/03) and ($370 per week effective 8/01/04).** This benefit is payable for total disability due to non-occupational sickness or accident. Benefits begin on the first day of disability due to accident and fourth day due to sickness. Sickness requiring in-patient hospital confinement of the employee will be paid from the first day. Payments are limited to twenty-six (26) weeks for any one disability.

B. BENEFIT LEVELS - HEALTH INSURANCE

The Company will offer the Mead CIGNA PPO/PPA at no cost to the employee for all employees effective 1/1/2001.

The Company has offered a Mead CIGNA PPO/PPA Health Care Plan for all bargaining unit employees in PACE Local #731. Open enrollment will occur in the fourth quarter of 2000.

The Company commits there will be no plan design changes for the duration of the Agreement other than the following:

Effective 1/01/01 the Co-Insurance will be 90%-10% for In-Network providers and 80% - 20% for Out-of-Network providers.

Effective 1/01/03 the Co-Insurance will move to 80%-20% for In-Network Providers and 70%- 30% for out- of- Network providers.

- **The Company agrees to provide group insurance benefits as established pursuant to this Collective Bargaining Agreement. Summary Plan descriptions (SPDs) will be provided to summarize the main features of each plan. SPDs are not intended to be all-inclusive; therefore, full details of the Plans are contained in the official Plan text and insurance contracts which governs the operation of the Plans. SPDs will be provided as soon as administratively feasible, and in compliance with the Employee Retirement Income Security Act of 1974 (ERISA).**

C. DENTAL PROGRAM

Effective 1/01/01 increase the Schedule Dental Plan from 12.5 to 13.0. The Company will also offer a UCR Dental Plan including a $1000 lifetime maximum per individual for orthodonics. The Schedule Dental Plan shall be fully paid for by the Company. Employees who elect the new UCR Dental Plan will be required to pay the cost difference between the 13.0 Schedule Dental Plan and the new UCR Dental Plan for employees and/or family coverage.

D. DEPENDENT COVERAGE

Your Eligible Dependents: Under Mead's health and welfare plans, your spouse is a covered dependent. Unmarried children are covered until age 19. In addition, unmarried children may be covered until they reach 25 years of age if they are full-time students, or if they are totally dependent upon you for your support *and* live with you, are not employed full-time, and are not covered under any other employer's group insurance or prepayment health care plan. Children must live with you in a regular parent-child relationship, including stepchildren, foster children, and other children who depend on you for support (within the meaning of the Internal Revenue Code of 1986, as amended). A grandchild may be a dependent only if the mother and father of the grandchild is neither living with you nor covered by you as an eligible dependent. If you are divorced, your child must either live with you in a regular parent-child relationship or you must provide one-half of the support for the child. For a disabled child, generally, coverage extends beyond age 19 if the child was covered before the age of 19 under this plan, or for new hires, under the group plan of the prior employer; is unmarried; maintains a legal residence with you; and is incapable of self-sustaining employment due to total or permanent physical or mental disability.

A divorced parent covered by Mead health insurance who has a dependent child that meets the requirements of an eligible dependent as defined above may provide health insurance coverage for the dependent child as outlined in a "Qualified Medical Child Support Order". The dependent child does not have to live with the Mead parent in a parent-child relationship to be an eligible dependent as long as a "Qualified Medical Child Support Order" is governing.

E. MAINTENANCE OF BENEFITS

Effective 01/01/94, Maintenance of Benefits replaced Coordination of Benefits.

F. DEFAULT COVERAGE

- Life $65,000
- CIGNA PPO/PPA Health Care Plan
- Schedule Dental Care
- AD&D $30,000
- A&S Coverage per the contract (not a Flexible Benefit Plan Option)

G. FLEXIBLE SPENDING ACCOUNT

The Company added a "pre-tax" flexible spending account to the flexible benefits program effective 01/01/94.

H. PRESCRIPTION DRUG PLAN

A prescription drug plan was installed effective 01/01/92. Employees who elect an HMO option will be afforded the prescription drug plan.

I. EYECARE PROGRAM

The "Vision One Eyecare Program", a discount eye and vision care program, was made available to all employee effective 01/01/91. (Not a flexible benefit option.)

J. FAMILY STATUS CHANGE

If you have a "change in family status" you may change your coverage category and/or benefit options to be consistent with your family status change.

A change in your coverage category (from single to family, for example) is effective on the date of the actual family status change. Any change in your coverage must be consistent with the "change in family status".

If you request a change in option as a result of a "change in family status", the option change becomes effective on the date of the change, provided you advise your benefits administrator within 31 days of the family status change date.

If you notify your benefits administrator more than 31 days after the family status change, the option change becomes effective on the first of the calendar month coinciding with or following the date your benefits administrator received notice of the change from you.

K. ELIGIBILITY

Employees shall be covered by the provisions of the group insurance program on the first day they are actively at work after being hired.

L. TERMINATION OF INSURANCE

1. Resignation or Discharge
   Health Insurance will continue through the end of the month following termination in all situations. All other insurance shall cease on the date of termination of employment.

2. Armed Forces

   Armed Forces Leave of Absence exceeding twenty-one (21) days, all coverage ceases on the date the leave begins, except Health Insurance continues to the end of the month.

3. Layoff

   When an employee is laid off, all group insurance coverage (except accident and sickness – weekly indemnity) will continue at Company expense for three (3) months beginning 01/01/96 following the month of layoff. An employee will be permitted to continue the coverage at the group rate at his own expense for an additional four (4) months thereafter.

4. Personal Leave of Absence

   If an employee is granted personal leave of absence, group insurance coverage (except accident and sickness - weekly indemnity) shall be continued, providing that the continuation shall not exceed thirty-one (31) days. (Health Insurance coverage shall continue until the end of the month during which the 31st day falls.) An employee will be permitted to continue the coverage at the group rate at his own expense for an additional three (3) months thereafter.

5. Leave of Absence Due to Sickness and Accident

Group insurance coverage shall be continued for such period as an employee is totally disabled due to sickness or accident provided that such continuation shall not exceed twelve (12) continuous months after which time another twelve (12) month period of coverage is provided with 50% of basic premium cost being paid from income from mill vending machines. Health Insurance will terminate at the end of the calendar month during which contributions were made. The above applies to persons who are considered to be in the employ of The Mead Corporation.

6. Leave of Absence Due to Industrial Injury

Group insurance coverage shall continue for such period as an employee is totally disabled due to industrial injury or illness for a period of one year from the date that the employee's disability commences. Then, for the duration of the disability, continue health insurance provided the employee pays 50% of the monthly premium.

7. Dependent insurance coverage will terminate on the same date that the employee's coverage terminates.

M. CERTIFICATES OF INSURANCE

Certificates of insurance from the carrier(s) selected by the Company or from the Company if it elects to self-insure shall be furnished to all eligible employees. (Should the Company elect to self-insure any part of its group insurance program, benefits described in this article will be maintained for the duration of the Labor Agreement.)

The certificates shall state all the terms and conditions of the group insurance coverage including Coordination of Benefits (effective 01/01/94 Coordination of Benefits changed to Maintenance of Benefits). The rights, benefits, limitations and conditions of all eligible employees shall be governed by the certificates and the interpretation of this Article XXVIII, Section 1, shall in all respects be subordinate and subject to the terms and provision of the certificates.

Section 2: Retirement

A. The Company agrees to maintain for the duration of this Agreement, the retirement plan as agreed upon with the Union. The terms and conditions of the agreed upon retirement plan are set forth in the document entitled The Mead Retirement Plan for Hourly Employees of the Chillicothe Operations who are represented by the **Paper, Allied-Industrial, Chemical and Energy Workers** International Union, AFL-CIO-CLC, Local No. 5-0731.

B. In those instances where the Company challenges an employees' initial or continuing claim for disability retirement benefits and requires a physical examination of the employee, the cost of such a physical will be borne by the Company.

C. Effective 01/01/00, and for all those retiring after that date, the pension benefit for all years of credited service (both pre-1976 and post-1975 years of credited service) will be $29.50 per year of credited service; **then, effective 01/01/01, from $29.50 to $31.50; then, effective 01/01/02, from $31.50 to $33.50; then, effective 01/01/03, from $33.50 to $34.50; and then, effective 01/01/04, from $34.50 to $36.50; then effective 01/01/05, from $36.50 to $38.50.**

D. If an employee leaves Mead after age 55 but before age 65, his/her benefit will be reduced as follows:

If Age + Company Service	=	% Reduction for Each Year Before Age 65
Less than 88		5%
88 but less than 90		4%
90 but less than 92		3%
92 or more		2%

There is no reduction if the employee is at least age 62 and has 30 or more years of Company Service.

If the employee had a break in service before ERISA (1976), special rules may apply and not all past service can be counted as company service. The Benefits Office can provide more specific information.

E. Effective 01/01/96, improve the eligibility for Disability Retirement from 15 years of credited service to 10 years of credited service.

Section 3. 401(k) Savings Plan

A 401(k) savings plan was installed for hourly employees effective April 1, 1992. The plan included a "roll-over" provision effective 01/01/93 and a loan provision effective 01/01/94.

TERMINATION

ARTICLE XXIX

This Agreement shall become effective August 1, 2000 and shall remain in full force and effect until 12:01 A.M. on August 1, 2005, and it shall be self-renewing thereafter unless written notice is filed at least sixty (60) days prior to any subsequent August 1, by either party to the other, of their desire to amend, modify, change or terminate this Agreement.

At any time after the expiration date if no agreement on the question at issue has been reached, either party may give written notice to the other party of intent to terminate the Agreement in not less than ten (10) days. All the provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During the period, attempts to reach an agreement shall be continued, and there shall be no strike or lockouts.

WITNESS THE SIGNATURES of the parties of this Agreement, this 31st day of May, 2001.

FOR: The Mead Corporation
Mead Paper

Vice President

FOR: Paper, Allied-Industrial, Chemical and Energy Workers International, AFL, CIO

International Representative

FOR: Paper, Allied-Industrial, Chemical and Energy Workers International Union, Local No. 5-0731

Gary L. Knapp
President

Thomas A. Weatherhead
Vice President

EXHIBIT "A"

COMPANY RULES

The reason for setting forth Company Rules is to provide a guide to employees so that their actions will not interfere with orderly and proper operations.

The purpose of disciplinary action is not to punish, but to discourage repetition of misbehavior of the offender or by another following his example. Since the violations of some rules are more serious than the violation of others, the rules have been divided into groups, governed by the seriousness of the offense. The employee shall be informed of action taken by the Company as a result of violation of these rules within five (5) employee working days after the violation is known by the Company.

An employee who works twelve (12) months from the last violation of any rule in Groups I, IA, IB and II shall have all previous violations of any rules disregarded for purposes of progressive discipline.

Rule infractions within each group will be considered collectively in terms of progressive discipline under Exhibit "A".

It is understood that any discipline given an employee under the prior Company Rules will not serve as a basis for progressive discipline under the new Company Rules.

The following violations of Company standards of conduct, not excluding others, shall receive disciplinary action as indicated:

GROUP I

1st Offense	-	*Verbal Warning*
2nd Offense	-	*Instruction and Cautioning*
3rd Offense	-	*5 Working Days Suspension*
4th Offense	-	*Discharge*

1. Inefficiency or lack of application on the job.

2. Loafing during working hours.

3. Failure to report to superior an accident or injury.

4. Engaging in any unauthorized activity, **including solicitation,** during working hours that is not closely related to or a part of the employee's regular job. The privilege of soliciting shall not be unduly withheld. **This is not to be construed to prohibit lawful activity permitted under the National Labor Relations Act.**

5. Throwing objects out of windows or off the roofs.

6. Failure to use safety equipment or comply with safety rules.

7. Failure to properly notify the Company when absent from work.

8. Failure to give satisfactory reason for being absent from work.

9. Smoking in **non-designated areas.**

GROUP IA

1st Offense	-	*Verbal Warning*
2nd Offense	-	*Instruction and Cautioning*
3rd Offense	-	*5 Working Days Suspension*
4th Offense	-	*Discharge*

1. Habitual Tardiness

2. Chronic Absenteeism

Each month of perfect attendance will erase the oldest active incidence of chronic absenteeism in any employee's record except that any discipline in place during a twelve (12) month period will be considered for the purpose of progressive discipline under the terms of Exhibit "A".

GROUP IB

1st Offense	-	*Verbal Warning*
2nd Offense	-	*Instruction and Cautioning*
3rd Offense	-	*5 Working Days Suspension*
4th Offense	-	*Discharge*

1. Violation of parking or traffic regulations on Company property.

GROUP II

1st Offense	-	*5 Working Days Suspension*
2nd Offense	-	*30 Working Days Suspension*
3rd Offense	-	*Discharge*

1. Posting, distribution or circulation of unauthorized notices, posters, and placards in working areas of the mill. This is not to be construed to prohibit lawful activity permitted under the National Labor Relations Act.

2. Dishonest.

3. Gambling on Company property.

4. Leaving job during working hours without authorized permission except to perform activities closely related to the employee's job or in the event of an emergency.

5. Operation of machines, tools, or equipment to which an employee has not been specifically assigned by an accredited supervisor.

6. Unnecessary waste of materials, supplies, etc.

7. Conduct which endangers employees or results in damage to Company property.

8. Reporting for duty while under the influence of liquor or narcotics.

9. Obtaining materials or tools at storehouses or other assigned places on fraudulent orders or misrepresentation.

10. Defacing bulletin boards or material thereon.

11. Coercing, inciting, bribing or otherwise inducing employees to engage in any practice in violation of Company rules.

12. Creating or contributing to unsanitary conditions.

13. Gross negligence resulting in serious injury to another employee.

14. Horseplay, including misuse, hiding or destruction of materials of an employee or the Company.

15. Deliberate falsification of reports or tampering with Company records.

GROUP III

1st Offense - Discharge

1. Unauthorized possession of explosives or concealed firearms on Company premises.

2. The giving or taking of a bribe of any nature as an inducement to obtain or retain a position.

3. Sabotage, causing damage or destruction to tools, machinery, equipment, product or other property belonging to the Company or to fellow workers.

4. Willful waste of materials, supplies, etc.

5. Stealing any property of other employees or of the Company.

6. Immoral conduct on Company property.

7. Any employee determined to be the aggressor in a fight on Company property.

8. Insubordination (refusal to perform service connected with the efficient operation of the plant as required by a superior, or refusal to obey any reasonable order given by a superior.)

9. Intentionally punching, signing or recording the time of another employee.

10. Taking photographs or making sketches or written descriptions of any Company property or products without permission of a supervisor.

11. Refusal to submit packages, parcels, or lunch boxes for inspection by plant police when entering or leaving plant premises.

12. Willful sleeping on the job.

13. Leaving plant premises during working hours without permission.

14. Bringing, possessing or using liquor or narcotics in/on plant premises.

THE MEAD CORPORATION
CHILLICOTHE DIVISION

EXHIBIT "B"

WAGE SCALE EFFECTIVE 7:00 A.M., August 1, 2000

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
CARBONLESS						
Miscellaneous Utility, Phase I	16.19					
Baler Operator/Helper	16.63					
Stock Trucker #2	16.84					
9 Roll Doctor Operator	16.97					
12 Roll Doctor Operator	16.97					
Asst Rew Oper 50, 52, 54	17.16					
Roll Wrap Rlief/Utility Misc PH I, PH II	17.03					
3 Roll Doctor Operator	17.15					
Unwind Tender 10	17.71					
Pit/Baler Operator	17.32					
Cradle Roll Storage Operator	17.32					
Asst. Rewinder Oper 71,72,73,74	17.60					
Label Maker	17.52					
Roll Doctor Operator, #1, #2	17.63					
Back Tender 10	18.07					
Roll Tender 12	17.55					
Asst Rewind Operator 57, 58	17.60					
Roll Tender 2-11 Coater	17.63					
Roll Tender 1-11 Coater	17.71					
Auto Roll Wrap Oper, PH I , PH II	17.86					
Rewinder Oper #50, 52, 54	17.94					
Back Tender 11	18.07					
Color Plant Operator, Phase II	18.00					
Unwind Tender 12	18.12					
Rewinder Oper, # 57, 58	18.65					
Rewinder Oper, #71, 71, 73, 74	18.65					
Back Tender 12	18.64					
SAM Capsule Plant Operator	19.23					
SAM Capsule Plant Utility, Misc	19.23					
Color Plant Operator, Phase I	18.79					
Machine Tender 10	19.18					
Machine Tender 11	19.18					
Color Plant Operator, #3	19.23					
Machine Tender 12	19.82					
COATING						
Reeler 21-22	17.17					
Machine Tender 21, 22	17.08					
COLOR PLANT						
Operator, #1 Color Plant	17.84					

23¢ per hour shift premium paid for second shift on tour jobs, 40¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
CUTTERS						
Asst Operator, Stk Trkr Utility	16.88					
Stocker, Trucker, Utility	16.88					
Cutter Operator 24, 27	17.50					
Cutter Operator 36	17.50					
Cutter Operator 31 (OCM)	17.73					
EXTRA CREW						
Extra Person	13.11	13.50	14.23	15.34		

These rates apply to all Extra Crew employees hired after 8/1/91. Once Extra Crew employees reach the twelve (12) month rate, they will be paid the rate of the job to which they are assigned.

Extra Person (Summer)	11.29	11.62	12.24	13.19

These rates apply to all temporary summer extra crew employees hired after 4/1/96.

FINISHING	
Utility - Bond Room	16.19
Carton Assembler	16.50
Pemco Helper 14	16.52
Table Checker Loader	16.69
Palletizer-Utility, Sheeters, Bond Room	16.69
Desk Checker/Palletizer Operator	17.19
General Utility 12	16.88
Stocker	16.88
Carton Filler/Labeler/Gluer	16.89
Trimmer/Utility/Finishing Relief	16.99
Gen Utility/Roll Wrap/Relief	17.03
Pemco Operator 14	17.04
Coremaker	17.32
Coremaker (Days)	18.36
Brackett Operator 14	17.61
Lead Frame Shop Operator/Utility	17.77
Roll Pit Crane Operator 12	17.84
Auto Roll Wrap Operator	17.86
Trimmer Operator 14	17.87
3 Sheeter Helper #1-#4/Utility	18.23
Sheeter Helper #1-#4	18.23
Packaging Operator 1, 2	18.59
Sheeter Operator 1, 2, 4	18.94
3 Sheeter Operator/Utility	19.21
LOCOMOTIVE	
Track Repair	17.84
Assistant Locomotive Operator	18.94
Locomotive Operator	20.85

23¢ per hour shift premium paid for second shift on tour jobs, 40¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
MATERIALS CONTROL						
Item Processor/Salvage/Truck Driver	17.58					
Item Processor Salvage	17.31					
Item Processor	17.17	17.31				
PAPER MACHINES						
Utility Extra Hand, 3 Mill	16.75					
Utility 12	17.73					
Sixth Hand 12	18.58					
Core Cutter	18.36					
Utility 10	18.68					
Fourth Hand 11	18.92					
Fourth Hand 10	19.01					
Fifth Hand 12	19.27					
Third Hand 11	19.39					
Third Hand 10	19.61					
Machine Winder Asst. Operator 12	20.58					
Coating & Chemical Operator	20.81					
Back Tender 11	20.87					
Back Tender 10	21.18					
Machine Tender 11	21.84					
Machine Tender 10	22.27					
Machine Winder Operator 12	23.28					
Asst. Crew Chief 12	25.88					
Crew Chief 12	27.85					
POWER DEPARTMENT						
Ash Truck Driver	16.75					
Coal Handler/Utility	16.76					
Apprentice "B"	16.67					
Vacation Relief (Non-Licensed)	16.73					
Pretreatment Operator	16.86	17.08	17.17	17.18		
Apprentice "A"	17.12					
Demineralizer Operator	18.37	18.45	18.64			
Assistant Operator 9	19.67	20.02				
Steam/Power Operator 5-6-7-8	20.43	20.50	20.71			
Steam/Power Engineer 5-6-7-8	21.13	21.28	21.57			
Steam/Power Licensed Relief	21.13	21.28	21.57			
Operator 9	22.21	22.31	22.48			
Engineer 9	22.19	22.38	22.49			

23¢ per hour shift premium paid for second shift on tour jobs, 40¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $

POWER DEPARTMENT (continued)

One (1) cent per hour paid for obtaining Engineer's License, prior to being assigned to job as Engineer.

***The 20¢ adjustment is payable only when the Assistant Operator #9 is working on #9 Recovery Boiler.

*Turbine Engineer	21.98	22.06	22.36
*Recovery Engineer	21.76	21.98	22.07
Recovery License Relief	21.77	22.01	22.07
Sr. Turbine Engineer	22.19	22.29	22.36

*Power Department employees who have taken six (6) months' training course and successfully complete first examination are given fifteen (15¢) cents per hour above the rate listed. Power Department employees who successfully complete second examination are given an additional fifteen (15¢) cents per hour, making a total of thirty (30¢) cents per hour in addition to the rates listed above.

PULP MILL

Clean-Up/Utility	16.85					
Chemical Unloader - Service Operator	18.68					
Pulp Quality Tester	20.34					
Service Group Operator A, B, C	22.83					
Pulp Operator A, B, C	22.83					

QUALITY ASSURANCE

Sample Room Coord/Utility	17.73		17.95	18.15		
Offset Press Operator	18.19		18.54	18.89		19.19
Utility Tester	17.78		18.32			
Fuel Sampler/Fuel Quality Tech	18.21					
Fuel Sampler	17.87		18.07			
Special Products Inspector 12	18.00		18.28			
Inspector, Roll Finishing Whse	17.94	18.13	18.28	18.56		
QA/Utility B	19.19					
Special Tester	17.94		18.23	18.73		
Environmental Technician	18.20		18.58	19.13	19.85	20.32
Coating-Tech/Adhesive	18.04		18.20			
Process Control Technician	18.04		18.20			
PM Tech/Utility 12	18.04		18.20	18.45		
Paper Mill Technician	18.04		18.20			18.26
Raw Materials - Woodyard Technician	18.20					
Special Products Tech (Raw Mat)	18.40		18.46	18.56		19.38
Carbonless Sr Quality Inspector	18.28					
QA/Utility	19.19					
Pulp Mill Process Tech/Fltr	18.37					
Utilities Technician	18.53		18.67	18.83		

23¢ per hour shift premium paid for second shift on tour jobs, 40¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
QUALITY ASSURANCE (continued)						
Tour Technician, #12	18.50					
Pulp Mill Senior Technician	18.56					
Inspector 3 Mill	18.78					
Carbonless System Auditor I	20.64					
Carbonless System Auditor III	20.64					
Carbonless System Auditor IV, V	19.19					
Carbonless Development Technician	19.46	20.27				
Paper Machine Inspector, #12	20.64					
REWINDERS						
Lenox Winder Utility	16.84					
Gen Utility Relief - 12 Rew	16.84					
2 Roll Doctor Operator 12	16.97					
Rereeler Assistant Operator	17.38					
1 Roll Doctor Operator 12	17.32					
Oper #2 Mill Rewinder/Roll Doc	17.65					
Asst Operator #33 Rewinder/Utility	17.65					
Lenox Winder Assist Operator 1,2	17.92					
Rereeler Operator	18.43					
Lenox Winder Operator 1, 2	19.10					
SANITATION						
Janitor	16.19					
Sweeper Operator - Inside	16.34					
Utility Person - Outside	16.34					
Utility/Trash Hauler/Janitor	16.19					
SHIPPING						
Shipping Trucker	17.03					
Day Utility Trucker	17.03					
Phase I & Phase II Utility Trucker	17.03					
Roll Warehouse/Direct Load	17.03					
Roll Warehouse/Carb Ph I, Ph II	17.03					
3 Mill Cartons/Direct Load	17.03					
Roll Warehousing	17.03					
Interior/Exterior Trucker-VR-Sickness	17.36					
Exterior Trucker/Interior Utility Shipper	17.68					
STOCK PREPARATION						
Secondary Fiber Unloade 'Utility	16.62					
Deinking Helper - Outside	17.00					
Fiber Makedown Helper	16.73					

23¢ per hour shift premium paid for second shift on tour jobs, 40¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
STOCK PREPARATION (cont'd)						
Broke Hauler/Baler	16.88					
Operator 11 Broke Beater	16.88					
Operator 10 Broke Beater	17.04					
Additive Operator, #3 Mill	17.43					
Strawshed Operator A, B	17.73					
Trimbey Helper	17.78					
Deinking Assistant Operator	17.94					
Asst. Chemical Additive Oper, #12	17.83					
Deinking Operator	18.40					
Chief Deinker Operator/Utility	18.85					
Trimbey Operator	18.94					
Chemical Additive Operator, #12	19.76					
WATER						
Oper, #1 Water Softener, Filter	17.20	17.66				
Oper, #2 Water Softener	17.20	17.66				
Environmental System Operator	18.55					
Environment Sys/Relief/Utility	18.55					
Vacation Relief	17.66					

WOODYARD

	FUNCTION LEVELS					
	Start $	VII $	I $	V $	IV $	III $
Woodyard Process Operator FWD					18.48	18.85
Process Support Operator	16.34	16.62	17.02	17.56		

YARDS						
Checker, Lift Truck Operator	16.99					
Vacation Relief	16.99					

23¢ per hour shift premium paid for second shift on tour jobs, 40¢ per hour for third shift on tour jobs.

GENERAL MECHANIC, MECHANICAL

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Welder	21.41	Pipefitting	17¢	Basic E&I	17¢	Millwright	17¢	22.02
Garage/Mechanic	21.14	MW/PF	25¢	Basic E&I	25¢	*Welding	25¢	22.02
Heavy Equipment & Indust Crane Oper	20.87	MW/PF	25¢	Basic E&I	25¢	*Welding	25¢	22.02

GENERAL MECHANIC, MACHINING

Journeyman Mechanic Job Title	Base Rates	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Machinist	21.15	Roll Grinding Metal Fab	25¢	General Mech Basic E&I	25¢	*Welding	25¢	22.02
Roll Knife Grinder	20.88	Machining Metal Fab	25¢	General Mech Basic E&I	25¢	*Welding	25¢	22.02

GENERAL MECHANIC, FTAA AND PRESSURE WELD

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
FTAA	22.39	Roll Grinding Metal Fab	6¢	Basic E&I	6¢	*Welding	6¢	22.62
Pressure Weld	21.87	Pipefitting	17¢	Millwright	17¢	*Welding	17¢	22.49

GENERAL MECHANIC, E&I

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Electrician	21.15	Instr Repair	25¢	Basic Mech	25¢	*Welding	25¢	22.53
Instrument Repair	21.95	Electrician	13¢	Basic Mech	12¢	*Welding	25¢	22.53
Drive Tech	22.77	Instr Repair	25¢	Basic Mech	25¢			23.36

THE MEAD CORPORATION
CHILLICOTHE DIVISION

EXHIBIT "B"

WAGE SCALE EFFECTIVE 7:00 A.M., August 1, 2001

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
CARBONLESS						
Miscellaneous Utility, Phase I	16.55					
Baler Operator/Helper	17.00					
Stock Trucker #2	17.22					
9 Roll Doctor Operator	17.35					
12 Roll Doctor Operator	17.35					
Asst Rew Oper 50, 52, 54	17.55					
Roll Wrap Rlief/Utility Misc PH I, PH II	17.41					
3 Roll Doctor Operator	17.54					
Unwind Tender 10	18.11					
Pit/Baler Operator	17.71					
Cradle Roll Storage Operator	17.71					
Asst. Rewinder Oper 71,72,73,74	18.00					
Label Maker	17.91					
Roll Doctor Operator, #1, #2	18.03					
Back Tender 10	18.48					
Roll Tender 12	17.94					
Asst Rewind Operator 57, 58	18.00					
Roll Tender 2-11 Coater	18.03					
Roll Tender 1-11 Coater	18.11					
Auto Roll Wrap Oper, PH I , PH II	18.26					
Rewinder Oper #50, 52, 54	18.34					
Back Tender 11	18.48					
Color Plant Operator, Phase II	18.41					
Unwind Tender 12	18.53					
Rewinder Oper, # 57, 58	19.07					
Rewinder Oper, #71, 71, 73, 74	19.07					
Back Tender 12	19.06					
SAM Capsule Plant Operator	19.66					
SAM Capsule Plant Utility, Misc	19.66					
Color Plant Operator, Phase I	19.21					
Machine Tender 10	19.61					
Machine Tender 11	19.61					
Color Plant Operator, #3	19.66					
Machine Tender 12	20.27					
COATING						
Reeler 21-22	17.56					
Machine Tender 21, 22	18.38					
COLOR PLANT						
Operator, #1 Color Plant	18.24					

25¢ per hour shift premium paid for second shift on tour jobs, 42¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
CUTTERS						
Asst Operator, Stk Trkr Utility	17.26					
Stocker, Trucker, Utility	17.26					
Cutter Operator 24, 27	17.89					
Cutter Operator 36	17.89					
Cutter Operator 31 (OCM)	18.13					
EXTRA CREW						
Extra Person	13.40	13.80	14.55	15.69		

These rates apply to all Extra Crew employees hired after 8/1/91. Once Extra Crew employees reach the twelve (12) month rate, they will be paid the rate of the job to which they are assigned.

Extra Person (Summer)	11.29	11.62	12.24	13.19		

These rates apply to all temporary summer extra crew employees hired after 4/1/96.

FINISHING						
Utility - Bond Room	16.55					
Carton Assembler	16.87					
Pemco Helper 14	16.89					
Table Checker Loader	17.07					
Palletizer-Utility, Sheeters, Bond Room	17.07					
Desk Checker/Palletizer Operator	17.58					
General Utility 12	17.26					
Stocker	17.26					
Carton Filler/Labeler/Gluer	17.27					
Trimmer/Utility/Finishing Relief	17.37					
Gen Utility/Roll Wrap/Relief	17.41					
Pemco Operator 14	17.42					
Coremaker	17.71					
Coremaker (Days)	18.77					
Brackett Operator 14	18.01					
Lead Frame Shop Operator/Utility	18.17					
Roll Pit Crane Operator 12	18.24					
Auto Roll Wrap Operator	18.26					
Trimmer Operator 14	18.27					
3 Sheeter Helper #1-#4/Utility	18.64					
Sheeter Helper #1-#4	18.64					
Packaging Operator 1, 2	19.01					
Sheeter Operator 1, 2, 4	19.37					
3 Sheeter Operator/Utility	19.64					

25¢ per hour shift premium paid for second shift on tour jobs, 42¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
LOCOMOTIVE						
Track Repair	18.24					
Assistant Locomotive Operator	19.37					
Locomotive Operator	21.32					
MATERIALS CONTROL						
Item Processor/Salvage/Truck Driver	17.98					
Item Processor Salvage	17.70					
Item Processor	17.56	17.70				
PAPER MACHINES						
Utility Extra Hand, 3 Mill	17.13					
Utility 12	18.13					
Sixth Hand 12	19.00					
Core Cutter	18.77					
Utility 10	19.10					
Fourth Hand 11	19.35					
Fourth Hand 10	19.44					
Fifth Hand 12	19.70					
Third Hand 11	19.83					
Third Hand 10	20.05					
Machine Winder Asst. Operator 12	21.04					
Coating & Chemical Operator	21.28					
Back Tender 11	21.34					
Back Tender 10	21.66					
Machine Tender 11	22.33					
Machine Tender 10	22.77					
Machine Winder Operator 12	23.80					
Asst. Crew Chief 12	26.46					
Crew Chief 12	28.48					
POWER DEPARTMENT						
Ash Truck Driver	17.13					
Coal Handler/Utility	17.14					
Apprentice "B"	17.05					
Vacation Relief (Non-Licensed)	17.11					
Pretreatment Operator	17.24	17.46	17.56	17.57		
Apprentice "A"	17.51					
Demineralizer Operator	18.78	18.87	19.06			
Assistant Operator 9	20.11	20.47				
Steam/Power Operator 5-6-7-8	20.89	20.96	21.18			
Steam/Power Engineer 5-6-7-8	21.61	21.76	22.06			
Steam/Power Licensed Relief	21.61	21.76	22.06			
Operator 9	22.71	22.81	22.99			
Engineer 9	22.69	22.88	23.00			

25¢ per hour shift premium paid for second shift on tour jobs, 42¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $

POWER DEPARTMENT (continued)

One (1) cent per hour paid for obtaining Engineer's License, prior to being assigned to job as Engineer.

***The 20¢ adjustment is payable only when the Assistant Operator #9 is working on #9 Recovery Boiler.

*Turbine Engineer	22.47	22.56	22.86
*Recovery Engineer	22.25	22.47	22.57
Recovery License Relief	22.26	22.51	22.57
Sr. Turbine Engineer	22.69	22.79	22.86

*Power Department employees who have taken six (6) months' training course and successfully complete first examination are given fifteen (15¢) cents per hour above the rate listed. Power Department employees who successfully complete second examination are given an additional fifteen (15¢) cents per hour, making a total of thirty (30¢) cents per hour in addition to the rates listed above.

PULP MILL

Clean-Up/Utility	17.23					
Chemical Unloader - Service Operator	19.10					
Pulp Quality Tester	20.80					
Service Group Operator A, B, C	23.34					
Pulp Operator A, B, C	23.34					

QUALITY ASSURANCE

Sample Room Coord/Utility	18.13		18.35	18.56		
Offset Press Operator	18.60		18.96	19.32		19.62
Utility Tester	18.18		18.73			
Fuel Sampler/Fuel Quality Tech	18.62					
Fuel Sampler	18.27		18.48			
Special Products Inspector 12	18.41		18.69			
Inspector, Roll Finishing Whse	18.34	18.54	18.69	18.98		
QA/Utility B	19.62					
Special Tester	18.34		18.64	19.15		
Environmental Technician	18.61		19.00	19.56	20.30	20.78
Coating-Tech/Adhesive	18.45		18.61			
Process Control Technician	18.45		18.61			
PM Tech/Utility 12	18.45		18.61	18.87		
Paper Mill Technician	18.45		18.61			18.67
Raw Materials - Woodyard Technician	18.61					
Special Products Tech (Raw Mat)	18.81		18.88	18.98		19.82
Carbonless Sr Quality Inspector	18.69					
QA/Utility	19.62					
Pulp Mill Process Tech/Fltr	18.78					
Utilities Technician	18.95		19.09	19.25		

25¢ per hour shift premium paid for second shift on tour jobs, 42¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
QUALITY ASSURANCE (continued)						
Tour Technician, #12	18.92					
Pulp Mill Senior Technician	18.98					
Inspector 3 Mill	19.20					
Carbonless System Auditor I	21.10					
Carbonless System Auditor III	21.10					
Carbonless System Auditor IV, V	19.62					
Carbonless Development Technician	19.90	20.73				
Paper Machine Inspector, #12	21.10					
REWINDERS						
Lenox Winder Utility	17.22					
Gen Utility Relief - 12 Rew	17.22					
2 Roll Doctor Operator 12	17.35					
Rereeler Assistant Operator	17.77					
1 Roll Doctor Operator 12	17.71					
Oper #2 Mill Rewinder/Roll Doc	18.05					
Asst Operator #33 Rewinder/Utility	18.05					
Lenox Winder Assist Operator 1,2	18.32					
Rereeler Operator	18.84					
Lenox Winder Operator 1, 2	19.53					
SANITATION						
Janitor	16.55					
Sweeper Operator - Inside	16.71					
Utility Person - Outside	16.71					
Utility/Trash Hauler/Janitor	16.55					
SHIPPING						
Shipping Trucker	17.41					
Day Utility Trucker	17.41					
Phase I & Phase II Utility Trucker	17.41					
Roll Warehouse/Direct Load	17.41					
Roll Warehouse/Carb Ph I, Ph II	17.41					
3 Mill Cartons/Direct Load	17.41					
Roll Warehousing	17.41					
Interior/Exterior Trucker-VR-Sickness	17.75					
Exterior Trucker/Interior Utility Shipper	18.08					
STOCK PREPARATION						
Secondary Fiber Unloader/Utility	16.99					
Deinking Helper - Outside	17.38					
Fiber Makedown Helper	17.11					

25¢ per hour shift premium paid for second shift on tour jobs, 42¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
STOCK PREPARATION (cont'd)						
Broke Hauler/Baler	17.26					
Operator 11 Broke Beater	17.26					
Operator 10 Broke Beater	17.42					
Additive Operator, #3 Mill	17.82					
Strawshed Operator A, B	18.13					
Trimbey Helper	18.18					
Deinking Assistant Operator	18.34					
Asst. Chemical Additive Oper, #12	18.23					
Deinking Operator	18.81					
Chief Deinker Operator/Utility	19.27					
Trimbey Operator	19.37					
Chemical Additive Operator, #12	20.20					
WATER						
Oper, #1 Water Softener, Filter	17.59	18.06				
Oper, #2 Water Softener	17.59	18.06				
Environmental System Operator	18.97					
Environment Sys/Relief/Utility	18.97					
Vacation Relief	18.06					

WOODYARD		**FUNCTION LEVELS**				
	Start $	**VII $**	**I $**	**V $**	**IV $**	**III $**
Woodyard Process Operator FWD					18.90	19.28
Process Support Operator	16.71	16.99	17.40	17.96		
YARDS						
Checker, Lift Truck Operator	17.37					
Vacation Relief	17.37					

25¢ per hour shift premium paid for second shift on tour jobs, 42¢ per hour for third shift on tour jobs.

GENERAL MECHANIC, MECHANICAL

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Welder	21.89	Pipefitting	17¢	Basic E&I	17¢	Millwright	17¢	22.52
Garage/Mechanic	21.62	MW/PF	25¢	Basic E&I	25¢	*Welding	25¢	22.52
Heavy Equipment & Indust Crane Oper	21.34	MW/PF	25¢	Basic E&I	25¢	*Welding	25¢	22.52

GENERAL MECHANIC, MACHINING

Journeyman Mechanic Job Title	Base Rates	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Machinist	21.63	Roll Grinding Metal Fab	25¢	General Mech Basic E&I	25¢	*Welding	25¢	22.52
Roll Knife Grinder	21.35	Machining Metal Fab	25¢	General Mech Basic E&I	25¢	*Welding	25¢	22.52

GENERAL MECHANIC, FTAA AND PRESSURE WELD

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
FTAA	22.89	Roll Grinding Metal Fab	6¢	Basic E&I	6¢	*Welding	6¢	23.13
Pressure Weld	22.36	Pipefitting	17¢	Millwright	17¢	*Welding	17¢	23.00

GENERAL MECHANIC, E&I

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Electrician	21.63	Instr Repair	25¢	Basic Mech	25¢	*Welding	25¢	23.04
Instrument Repair	22.44	Electrician	13¢	Basic Mech	12¢	*Welding	25¢	23.04
Drive Tech	23.28	Instr Repair	25¢	Basic Mech	25¢			23.89

THE MEAD CORPORATION
CHILLICOTHE DIVISION

EXHIBIT B

WAGE SCALE EFFECTIVE 7:00 A.M., August 1, 2002

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
CARBONLESS						
Miscellaneous Utility, Phase I	16.96					
Baler Operator/Helper	17.43					
Stock Trucker #2	17.65					
9 Roll Doctor Operator	17.78					
12 Roll Doctor Operator	17.78					
Asst Rew Oper 50, 52, 54	17.99					
Roll Wrap Rlief/Utility Misc PH I, PH II	17.85					
3 Roll Doctor Operator	17.98					
Unwind Tender 10	18.56					
Pit/Baler Operator	18.15					
Cradle Roll Storage Operator	18.15					
Asst. Rewinder Oper 71,72,73,74	18.45					
Label Maker	18.36					
Roll Doctor Operator, #1, #2	18.48					
Back Tender 10	18.94					
Roll Tender 12	18.39					
Asst Rewind Operator 57, 58	18.45					
Roll Tender 2-11 Coater	18.48					
Roll Tender 1-11 Coater	18.56					
Auto Roll Wrap Oper, PH I , PH II	18.72					
Rewinder Oper #50, 52, 54	18.80					
Back Tender 11	18.94					
Color Plant Operator, Phase II	18.87					
Unwind Tender 12	18.99					
Rewinder Oper, # 57, 58	19.55					
Rewinder Oper, #71, 71, 73, 74	19.55					
Back Tender 12	19.54					
SAM Capsule Plant Operator	20.15					
SAM Capsule Plant Utility, Misc	20.15					
Color Plant Operator, Phase I	19.69					
Machine Tender 10	20.10					
Machine Tender 11	20.10					
Color Plant Operator, #3	20.15					
Machine Tender 12	20.78					
COATING						
Reeler 21-22	18.00					
Machine Tender 21, 22	18.84					
COLOR PLANT						
Operator, #1 Color Plant	18.70					

25¢ per hour shift premium paid for second shift on tour jobs; 42¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
CUTTERS						
Asst Operator, Stk Trkr Utility	17.69					
Stocker, Trucker, Utility	17.69					
Cutter Operator 24, 27	18.34					
Cutter Operator 36	18.34					
Cutter Operator 31 (OCM)	18.58					
EXTRA CREW						
Extra Person	13.74	14.15	14.91	16.08		

These rates apply to all Extra Crew employees hired after 8/1/91. Once Extra Crew employees reach the twelve (12) month rate, they will be paid the rate of the job to which they are assigned.

Extra Person (Summer)	11.29	11.62	12.24	13.19

These rates apply to all temporary summer extra crew employees hired after 4/1/96.

FINISHING	
Utility - Bond Room	16.96
Carton Assembler	17.29
Pemco Helper 14	17.31
Table Checker Loader	17.50
Palletizer-Utility, Sheeters, Bond Room	17.50
Desk Checker/Palletizer Operator	18.02
General Utility 12	17.69
Stocker	17.69
Carton Filler/Labeler/Gluer	17.70
Trimmer/Utility/Finishing Relief	17.80
Gen Utility/Roll Wrap/Relief	17.85
Pemco Operator 14	17.86
Coremaker	18.15
Coremaker (Days)	19.24
Brackett Operator 14	18.46
Lead Frame Shop Operator/Utility	18.62
Roll Pit Crane Operator 12	18.70
Auto Roll Wrap Operator	18.72
Trimmer Operator 14	18.73
3 Sheeter Helper #1-#4/Utility	19.11
Sheeter Helper #1-#4	19.11
Packaging Operator 1, 2	19.49
Sheeter Operator 1, 2, 4	19.85
3 Sheeter Operator/Utility	20.13
LOCOMOTIVE	
Track Repair	18.70
Assistant Locomotive Operator	19.85
Locomotive Operator	21.85

25¢ per hour shift premium paid for second shift on tour jobs; 42¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
MATERIALS CONTROL						
Item Processor/Salvage/Truck Driver	18.43					
Item Processor Salvage	18.14					
Item Processor	18.00	18.14				
PAPER MACHINES						
Utility Extra Hand, 3 Mill	17.56					
Utility 12	18.58					
Sixth Hand 12	19.48					
Core Cutter	19.24					
Utility 10	19.58					
Fourth Hand 11	19.83					
Fourth Hand 10	19.93					
Fifth Hand 12	20.19					
Third Hand 11	20.33					
Third Hand 10	20.55					
Machine Winder Asst. Operator 12	21.57					
Coating & Chemical Operator	21.81					
Back Tender 11	21.87					
Back Tender 10	22.20					
Machine Tender 11	22.89					
Machine Tender 10	23.34					
Machine Winder Operator 12	24.40					
Asst. Crew Chief 12	27.12					
Crew Chief 12	29.19					
POWER DEPARTMENT						
Ash Truck Driver	17.56					
Coal Handler/Utility	17.57					
Apprentice "B"	17.48					
Vacation Relief (Non-Licensed)	17.54					
Pretreatment Operator	17.67	17.90	18.00	18.01		
Apprentice "A"	17.95					
Demineralizer Operator	19.25	19.34	19.54			
Assistant Operator 9	20.61	20.98				
Steam/Power Operator 5-6-7-8	21.41	21.48	21.71			
Steam/Power Engineer 5-6-7-8	22.15	22.30	22.61			
Steam/Power Licensed Relief	22.15	22.30	22.61			
Operator 9	23.28	23.38	23.56			
Engineer 9	23.26	23.45	23.58			

25¢ per hour shift premium paid for second shift on tour jobs; 42¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $

POWER DEPARTMENT (continued)

One (1) cent per hour paid for obtaining Engineer's License, prior to being assigned to job as Engineer.

***The 20¢ adjustment is payable only when the Assistant Operator #9 is working Recovery Boiler.

*Turbine Engineer	23.03	23.12	23.43
*Recovery Engineer	22.81	23.03	23.13
Recovery License Relief	22.82	23.07	23.13
Sr. Turbine Engineer	23.26	23.36	23.43

*Power Department employees who have taken six (6) months' training course and successfully complete first examination are given fifteen (15¢) cents per hour above the rate listed. Power Department employees who successfully complete second examination are given an additional fifteen (15¢) cents per hour, making a total of thirty (30¢) cents per hour in addition to the rates listed above.

PULP MILL

Clean-Up/Utility	17.66
Chemical Unloader - Service Operator	19.58
Pulp Quality Tester	21.32
Service Group Operator A, B, C	23.92
Pulp Operator A, B, C	23.92

QUALITY ASSURANCE

Sample Room Coord/Utility	18.58		18.81	19.02		
Offset Press Operator	19.07		19.43	19.80		20.11
Utility Tester	18.63		19.20			
Fuel Sampler/Fuel Quality Tech	19.09					
Fuel Sampler	18.73		18.94			
Special Products Inspector 12	18.87		19.16			
Inspector, Roll Finishing Whse	18.80	19.00	19.16	19.45		
QA/Utility B	20.11					
Special Tester	18.80		19.11	19.63		
Environmental Technician	19.08		19.48	20.05	20.81	21.30
Coating-Tech/Adhesive	18.91		19.08			
Process Control Technician	18.91		19.08			
PM Tech/Utility 12	18.91		19.08	19.34		
Paper Mill Technician	18.91		19.08			19.14
Raw Materials - Woodyard Technician	19.08					
Special Products Tech (Raw Mat)	19.28		19.35	19.45		20.32
Carbonless Sr Quality Inspector	19.16					
QA/Utility	20.11					
Pulp Mill Process Tech/Fltr	19.25					
Utilities Technician	19.42		19.57	19.73		

25¢ per hour shift premium paid for second shift on tour jobs; 42¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
QUALITY ASSURANCE (continued)						
Tour Technician, #12	19.39					
Pulp Mill Senior Technician	19.45					
Inspector 3 Mill	19.68					
Carbonless System Auditor I	21.63					
Carbonless System Auditor III	21.63					
Carbonless System Auditor IV, V	20.11					
Carbonless Development Technician	20.40	21.25				
Paper Machine Inspector, #12	21.63					
REWINDERS						
Lenox Winder Utility	17.65					
Gen Utility Relief - 12 Rew	17.65					
2 Roll Doctor Operator 12	17.78					
Rereeler Assistant Operator	18.21					
1 Roll Doctor Operator 12	18.15					
Oper #2 Mill Rewinder/Roll Doc	18.50					
Asst Operator #33 Rewinder/Utility	18.50					
Lenox Winder Assist Operator 1,2	18.78					
Rereeler Operator	19.31					
Lenox Winder Operator 1, 2	20.02					
SANITATION						
Janitor	16.96					
Sweeper Operator - Inside	17.13					
Utility Person - Outside	17.13					
Utility/Trash Hauler/Janitor	16.96					
SHIPPING						
Shipping Trucker	17.85					
Day Utility Trucker	17.85					
Phase I & Phase II Utility Trucker	17.85					
Roll Warehouse/Direct Load	17.85					
Roll Warehouse/Carb Ph I, Ph II	17.85					
3 Mill Cartons/Direct Load	17.85					
Roll Warehousing	17.85					
Interior/Exterior Trucker-VR-Sickness	18.19					
Exterior Trucker/Interior Utility Shipper	18.53					
STOCK PREPARATION						
Secondary Fiber Unloader/Utility	17.41					
Deinking Helper - Outside	17.81					
Fiber Makedown Helper	17.54					

25¢ per hour shift premium paid for second shift on tour jobs; 42¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
STOCK PREPARATION (cont'd)						
Broke Hauler/Baler	17.69					
Operator 11 Broke Beater	17.69					
Operator 10 Broke Beater	17.86					
Additive Operator, #3 Mill	18.27					
Strawshed Operator A, B	18.58					
Trimbey Helper	18.63					
Deinking Assistant Operator	18.80					
Asst. Chemical Additive Oper, #12	18.69					
Deinking Operator	19.28					
Chief Deinker Operator/Utility	19.75					
Trimbey Operator	19.85					
Chemical Additive Operator, #12	20.71					
WATER						
Oper, #1 Water Softener, Filter	18.03	18.51				
Oper, #2 Water Softener	18.03	18.51				
Environmental System Operator	19.44					
Environment Sys/Relief/Utility	19.44					
Vacation Relief	18.51					

WOODYARD		**FUNCTION LEVELS**					
	Start $	**VII $**	**I $**	**V $**	**IV $**	**III $**	**II $**
Woodyard Process Operator FWD					19.67	19.76	20.15
Process Support Operator	17.13	17.41	17.84	18.41			
YARDS							
Checker, Lift Truck Operator	17.80						
Vacation Relief	17.80						

25¢ per hour shift premium paid for second shift on tour jobs; 42¢ per hour for third shift on tour jobs.

GENERAL MECHANIC, MECHANICAL

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Welder	22.44	Pipefitting	17¢	Basic E&I	17¢	Millwright	17¢	23.08
Garage/Mechanic	22.16	MW/PF	25¢	Basic E&I	25¢	*Welding	25¢	23.08
Heavy Equipment & Indust Crane Oper	21.87	MW/PF	25¢	Basic E&I	25¢	*Welding	25¢	23.08

GENERAL MECHANIC, MACHINING

Journeyman Mechanic Job Title	Base Rates	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Machinist	22.17	Roll Grinding Metal Fab	25¢	General Mech Basic E&I	25¢	*Welding	25¢	23.08
Roll Knife Grinder	21.88	Machining Metal Fab	25¢	General Mech Basic E&I	25¢	*Welding	25¢	23.08

GENERAL MECHANIC, FTAA AND PRESSURE WELD

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
FTAA	23.46	Roll Grinding Metal Fab	6¢	Basic E&I	6¢	*Welding	6¢	23.71
Pressure Weld	22.92	Pipefitting	17¢	Millwright	17¢	*Welding	17¢	23.58

GENERAL MECHANIC, E&I

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Electrician	22.17	Instr Repair	25¢	Basic Mech	25¢	*Welding	25¢	23.62
Instrument Repair	23.00	Electrician	13¢	Basic Mech	12¢	*Welding	25¢	23.62
Drive Tech	23.86	Instr Repair	25¢	Basic Mech	25¢			24.49

THE MEAD CORPORATION
CHILLICOTHE DIVISION

EXHIBIT "B"

WAGE SCALE EFFECTIVE 7:00 A.M., August 1, 2003

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
CARBONLESS						
Miscellaneous Utility, Phase I	17.38					
Baler Operator/Helper	17.87					
Stock Trucker #2	18.09					
9 Roll Doctor Operator	18.22					
12 Roll Doctor Operator	18.22					
Asst Rew Oper 50, 52, 54	18.44					
Roll Wrap Rlief/Utility Misc PH I, PH II	18.30					
3 Roll Doctor Operator	18.43					
Unwind Tender 10	19.02					
Pit/Baler Operator	18.60					
Cradle Roll Storage Operator	18.60					
Asst. Rewinder Oper 71,72,73,74	18.91					
Label Maker	18.82					
Roll Doctor Operator, #1, #2	18.94					
Back Tender 10	19.41					
Roll Tender 12	18.85					
Asst Rewind Operator 57, 58	18.91					
Roll Tender 2-11 Coater	18.94					
Roll Tender 1-11 Coater	19.02					
Auto Roll Wrap Oper, PH I , PH II	19.19					
Rewinder Oper #50, 52, 54	19.27					
Back Tender 11	19.41					
Color Plant Operator, Phase II	19.34					
Unwind Tender 12	19.46					
Rewinder Oper, # 57, 58	20.04					
Rewinder Oper, #71, 71,-73, 74	20.04					
Back Tender 12	20.03					
SAM Capsule Plant Operator	20.65					
SAM Capsule Plant Utility, Misc	20.65					
Color Plant Operator, Phase I	20.18					
Machine Tender 10	20.60					
Machine Tender 11	20.60					
Color Plant Operator, #3	20.65					
Machine Tender 12	21.30					
COATING						
Reeler 21-22	18.45					
Machine Tender 21, 22	19.31					
COLOR PLANT						
Operator, #1 Color Plant	19.17					

29¢ per hour shift premium paid for second shift on tour jobs; 46¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
CUTTERS						
Asst Operator, Stk Trkr Utility	18.13					
Stocker, Trucker, Utility	18.13					
Cutter Operator 24, 27	18.80					
Cutter Operator 36	18.80					
Cutter Operator 31 (OCM)	19.04					
EXTRA CREW						
Extra Person	14.08	14.50	15.28	16.48		

These rates apply to all Extra Crew employees hired after 8/1/91. Once Extra Crew employees reach the twelve (12) month rate, they will be paid the rate of the job to which they are assigned.

Extra Person (Summer)	11.29	11.62	12.24	13.19		

These rates apply to all temporary summer extra crew employees hired after 4/1/96.

FINISHING						
Utility - Bond Room	17.38					
Carton Assembler	17.72					
Pemco Helper 14	17.74					
Table Checker Loader	17.94					
Palletizer-Utility, Sheeters, Bond Room	17.94					
Desk Checker/Palletizer Operator	18.47					
General Utility 12	18.13					
Stocker	18.13					
Carton Filler/Labeler/Gluer	18.14					
Trimmer/Utility/Finishing Relief	18.25					
Gen Utility/Roll Wrap/Relief	18.30					
Pemco Operator 14	18.31					
Coremaker	18.60					
Coremaker (Days)	19.72					
Brackett Operator 14	18.92					
Lead Frame Shop Operator/Utility	19.09					
Roll Pit Crane Operator 12	19.17					
Auto Roll Wrap Operator	19.19					
Trimmer Operator 14	19.20					
3 Sheeter Helper #1-#4/Utility	19.59					
Sheeter Helper #1-#4	19.59					
Packaging Operator 1, 2	19.98					
Sheeter Operator 1, 2, 4	20.35					
3 Sheeter Operator/Utility	20.63					
LOCOMOTIVE						
Track Repair	19.17					
Assistant Locomotive Operator	20.35					
Locomotive Operator	22.40					

29¢ per hour shift premium paid for second shift on tour jobs; 46¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
MATERIALS CONTROL						
Item Processor/Salvage/Truck Driver	18.89					
Item Processor Salvage	18.59					
Item Processor	18.45	18.59				
PAPER MACHINES						
Utility Extra Hand, 3 Mill	18.00					
Utility 12	19.04					
Sixth Hand 12	19.97					
Core Cutter	19.72					
Utility 10	20.07					
Fourth Hand 11	20.33					
Fourth Hand 10	20.43					
Fifth Hand 12	20.69					
Third Hand 11	20.84					
Third Hand 10	21.06					
Machine Winder Asst. Operator 12	22.11					
Coating & Chemical Operator	22.36					
Back Tender 11	22.42					
Back Tender 10	22.76					
Machine Tender 11	23.46					
Machine Tender 10	23.92					
Machine Winder Operator 12	25.01					
Asst. Crew Chief 12	27.80					
Crew Chief 12	29.92					
POWER DEPARTMENT						
Ash Truck Driver	18.00					
Coal Handler/Utility	18.01					
Apprentice "B"	17.92					
Vacation Relief (Non-Licensed)	17.98					
Pretreatment Operator	18.11	18.35	18.45	18.46		
Apprentice "A"	18.40					
Demineralizer Operator	19.73	19.82	20.03			
Assistant Operator 9	21.13	21.50				
Steam/Power Operator 5-6-7-8	21.95	22.02	22.25			
Steam/Power Engineer 5-6-7-8	22.70	22.86	23.18			
Steam/Power Licensed Relief	22.70	22.86	23.18			
Operator 9	23.86	23.96	24.15			
Engineer 9	23.84	24.04	24.17			

29¢ per hour shift premium paid for second shift on tour jobs; 46¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $

POWER DEPARTMENT (continued)

One (1) cent per hour paid for obtaining Engineer's License, prior to being assigned to job as Engineer.

***The 20¢ adjustment is payable only when the Assistant Operator #9 is working on #9 Recovery Boiler.

*Turbine Engineer	23.61	23.70	24.02
*Recovery Engineer	23.38	23.61	23.71
Recovery License Relief	23.39	23.65	23.71
Sr. Turbine Engineer	23.84	23.94	24.02

*Power Department employees who have taken six (6) months' training course and successfully complete first examination are given fifteen (15¢) cents per hour above the rate listed. Power Department employees who successfully complete second examination are given an additional fifteen (15¢) cents per hour, making a total of thirty (30¢) cents per hour in addition to the rates listed above.

PULP MILL

Clean-Up/Utility	18.10					
Chemical Unloader - Service Operator	20.07					
Pulp Quality Tester	21.85					
Service Group Operator A, B, C	24.52					
Pulp Operator A, B, C	24.52					

QUALITY ASSURANCE

Sample Room Coord/Utility	19.04		19.28	19.50		
Offset Press Operator	19.55		19.92	20.30		20.61
Utility Tester	19.10		19.68			
Fuel Sampler/Fuel Quality Tech	19.57					
Fuel Sampler	19.20		19.41			
Special Products Inspector 12	19.34		19.64			
Inspector, Roll Finishing Whse	19.27	19.48	19.64	19.94		
QA/Utility B	20.61					
Special Tester	19.27		19.59	20.12		
Environmental Technician	19.56		19.97	20.55	21.33	21.83
Coating-Tech/Adhesive	19.38		19.56			
Process Control Technician	19.38		19.56			
PM Tech/Utility 12	19.38		19.56	19.82		
Paper Mill Technician	19.38		19.56			19.62
Raw Materials - Woodyard Technician	19.56					
Special Products Tech (Raw Mat)	19.76		19.83	19.94		20.83
Carbonless Sr Quality Inspector	19.64					
QA/Utility	20.61					
Pulp Mill Process Tech/Fltr	19.73					
Utilities Technician	19.91		20.06	20.22		

29¢ per hour shift premium paid for second shift on tour jobs; 46¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
QUALITY ASSURANCE (continued)						
Tour Technician, #12	19.87					
Pulp Mill Senior Technician	19.94					
Inspector 3 Mill	20.17					
Carbonless System Auditor I	22.17					
Carbonless System Auditor III	22.17					
Carbonless System Auditor IV, V	20.61					
Carbonless Development Technician	20.91	21.78				
Paper Machine Inspector, #12	22.17					
REWINDERS						
Lenox Winder Utility	18.09					
Gen Utility Relief - 12 Rew	18.09					
2 Roll Doctor Operator 12	18.22					
Rereeler Assistant Operator	18.67					
1 Roll Doctor Operator 12	18.60					
Oper #2 Mill Rewinder/Roll Doc	18.96					
Asst Operator #33 Rewinder/Utility	18.96					
Lenox Winder Assist Operator 1,2	19.25					
Rereeler Operator	19.79					
Lenox Winder Operator 1, 2	20.52					
SANITATION						
Janitor	17.38					
Sweeper Operator - Inside	17.56					
Utility Person - Outside	17.56					
Utility/Trash Hauler/Janitor	20.46					
SHIPPING						
Shipping Trucker	18.30					
Day Utility Trucker	18.30					
Phase I & Phase II Utility Trucker	18.30					
Roll Warehouse/Direct Load	18.30					
Roll Warehouse/Carb Ph I, Ph II	18.30					
3 Mill Cartons/Direct Load	18.30					
Roll Warehousing	18.30					
Interior/Exterior Trucker-VR-Sickness	18.64					
Exterior Trucker/Interior Utility Shipper	18.99					
STOCK PREPARATION						
Secondary Fiber Unloader/Utility	17.85					
Deinking Helper - Outside	18.26					
Fiber Makedown Helper	17.98					

29¢ per hour shift premium paid for second shift on tour jobs; 46¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
STOCK PREPARATION (cont'd)						
Broke Hauler/Baler	18.13					
Operator 11 Broke Beater	18.13					
Operator 10 Broke Beater	18.31					
Additive Operator, #3 Mill	18.73					
Strawshed Operator A, B	19.04					
Trimbey Helper	19.10					
Deinking Assistant Operator	19.27					
Asst. Chemical Additive Oper, #12	19.16					
Deinking Operator	19.76					
Chief Deinker Operator/Utility	20.24					
Trimbey Operator	20.35					
Chemical Additive Operator, #12	21.23					
WATER						
Oper, #1 Water Softener, Filter	18.48	18.97				
Oper, #2 Water Softener	18.48	18.97				
Environmental System Operator	19.93					
Environment Sys/Relief/Utility	19.93					
Vacation Relief	18.97					

WOODYARD		**FUNCTION LEVELS**				
	Start $	**VII $**	**I $**	**V $**	**IV $**	**III $**
Woodyard Process Operator FWD					20.16	20.25
Process Support Operator	17.56	17.85	18.29	18.87		

YARDS	
Checker, Lift Truck Operator	18.25
Vacation Relief	18.25

29¢ per hour shift premium paid for second shift on tour jobs; 46¢ per hour for third shift on tour jobs.

GENERAL MECHANIC, MECHANICAL

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Welder	23.00	Pipefitting	17¢	Basic E&I	17¢	Millwright	17¢	23.66
Garage/Mechanic	22.71	MW/PF	25¢	Basic E&I	25¢	*Welding	25¢	23.66
Heavy Equipment & Indust Crane Oper	22.42	MW/PF	25¢	Basic E&I	25¢	*Welding	25¢	23.66

GENERAL MECHANIC, MACHINING

Journeyman Mechanic Job Title	Base Rates	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Machinist	22.73	Roll Grinding Metal Fab	25¢	General Mech Basic E&I	25¢	*Welding	25¢	23.66
Roll Knife Grinder	22.43	Machining Metal Fab	25¢	General Mech Basic E&I	25¢	*Welding	25¢	23.66

GENERAL MECHANIC, FTAA AND PRESSURE WELD

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
FTAA	24.05	Roll Grinding Metal Fab	6¢	Basic E&I	6¢	*Welding	6¢	24.3
Pressure Weld	23.49	Pipefitting	17¢	Millwright	17¢	*Welding	17¢	24.17

GENERAL MECHANIC, E&I

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Electrician	22.73	Instr Repair	25¢	Basic Mech	25¢	*Welding	25¢	24.21
Instrument Repair	23.58	Electrician	13¢	Basic Mech	12¢	*Welding	25¢	24.21
Drive Tech	24.46	Instr Repair	25¢	Basic Mech	25¢			25.10

THE MEAD CORPORATION
CHILLICOTHE DIVISION

EXHIBIT "B"

WAGE SCALE EFFECTIVE 7:00 A.M., August 1, 2004

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
CARBONLESS						
Miscellaneous Utility, Phase I	17.90					
Baler Operator/Helper	18.41					
Stock Trucker #2	18.63					
9 Roll Doctor Operator	18.77					
12 Roll Doctor Operator	18.77					
Asst Rew Oper 50, 52, 54	18.99					
Roll Wrap Rlief/Utility Misc PH I, PH II	18.85					
3 Roll Doctor Operator	18.98					
Unwind Tender 10	19.59					
Pit/Baler Operator	19.16					
Cradle Roll Storage Operator	19.16					
Asst. Rewinder Oper 71,72,73,74	19.48					
Label Maker	19.38					
Roll Doctor Operator, #1, #2	19.51					
Back Tender 10	19.99					
Roll Tender 12	19.42					
Asst Rewind Operator 57, 58	19.48					
Roll Tender 2-11 Coater	19.51					
Roll Tender 1-11 Coater	19.59					
Auto Roll Wrap Oper, PH I , PH II	19.77					
Rewinder Oper #50, 52, 54	19.85					
Back Tender 11	19.99					
Color Plant Operator, Phase II	19.92					
Unwind Tender 12	20.04					
Rewinder Oper, # 57, 58	20.64					
Rewinder Oper, #71, 71, 73, 74	20.64					
Back Tender 12	20.63					
SAM Capsule Plant Operator	21.27					
SAM Capsule Plant Utility, Misc	21.27					
Color Plant Operator, Phase I	20.79					
Machine Tender 10	21.22					
Machine Tender 11	21.22					
Color Plant Operator, #3	21.27					
Machine Tender 12	21.94					
COATING						
Reeler 21-22	19.00					
Machine Tender 21, 22	19.89					
COLOR PLANT						
Operator, #1 Color Plant	19.75					

29¢ per hour shift premium paid for second shift on tour jobs; 46¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
CUTTERS						
Asst Operator, Stk Trkr Utility	18.67					
Stocker, Trucker, Utility	18.67					
Cutter Operator 24, 27	19.36					
Cutter Operator 36	19.36					
Cutter Operator 31 (OCM)	19.61					
EXTRA CREW						
Extra Person	14.50	14.94	15.74	16.97		

These rates apply to all Extra Crew employees hired after 8/1/91. Once Extra Crew employees reach the twelve (12) month rate, they will be paid the rate of the job to which they are assigned.

Extra Person (Summer)	11.29	11.62	12.24	13.19

These rates apply to all temporary summer extra crew employees hired after 4/1/96.

FINISHING	
Utility - Bond Room	17.90
Carton Assembler	18.25
Pemco Helper 14	18.27
Table Checker Loader	18.48
Palletizer-Utility, Sheeters, Bond Room	18.48
Desk Checker/Palletizer Operator	19.02
General Utility 12	18.67
Stocker	18.67
Carton Filler/Labeler/Gluer	18.68
Trimmer/Utility/Finishing Relief	18.80
Gen Utility/Roll Wrap/Relief	18.85
Pemco Operator 14	18.86
Coremaker	19.16
Coremaker (Days)	20.31
Brackett Operator 14	19.49
Lead Frame Shop Operator/Utility	19.66
Roll Pit Crane Operator 12	19.75
Auto Roll Wrap Operator	19.77
Trimmer Operator 14	19.78
3 Sheeter Helper #1-#4/Utility	20.18
Sheeter Helper #1-#4	20.18
Packaging Operator 1, 2	20.58
Sheeter Operator 1, 2, 4	20.96
3 Sheeter Operator/Utility	21.25
LOCOMOTIVE	
Track Repair	19.75
Assistant Locomotive Operator	20.96
Locomotive Operator	23.07

29¢ per hour shift premium paid for second shift on tour jobs; 46¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
MATERIALS CONTROL						
Item Processor/Salvage/Truck Driver	19.46					
Item Processor Salvage	19.15					
Item Processor	19.00	19.15				
PAPER MACHINES						
Utility Extra Hand, 3 Mill	18.54					
Utility 12	19.61					
Sixth Hand 12	20.57					
Core Cutter	20.31					
Utility 10	20.67					
Fourth Hand 11	20.94					
Fourth Hand 10	21.04					
Fifth Hand 12	21.31					
Third Hand 11	21.47					
Third Hand 10	21.69					
Machine Winder Asst. Operator 12	22.77					
Coating & Chemical Operator	23.03					
Back Tender 11	23.09					
Back Tender 10	23.44					
Machine Tender 11	24.16					
Machine Tender 10	24.64					
Machine Winder Operator 12	25.76					
Asst. Crew Chief 12	28.63					
Crew Chief 12	30.82					
POWER DEPARTMENT						
Ash Truck Driver	18.54					
Coal Handler/Utility	18.55					
Apprentice "B"	18.46					
Vacation Relief (Non-Licensed)	18.52					
Pretreatment Operator	18.65	18.90	19.00	19.01		
Apprentice "A"	18.95					
Demineralizer Operator	20.32	20.41	20.63			
Assistant Operator 9	21.76	22.15				
Steam/Power Operator 5-6-7-8	22.61	22.68	22.92			
Steam/Power Engineer 5-6-7-8	23.38	23.55	23.88			
Steam/Power Licensed Relief	23.38	23.55	23.88			
Operator 9	24.58	24.68	24.87			
Engineer 9	24.56	24.76	24.90			

29¢ per hour shift premium paid for second shift on tour jobs; 46¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $

POWER DEPARTMENT (continued)

One (1) cent per hour paid for obtaining Engineer's License, prior to being assigned to job as Engineer.

***The 20¢ adjustment is payable only when the Assistant Operator #9 is working on #9 Recovery Boiler.

*Turbine Engineer	24.32	24.41	24.74			
*Recovery Engineer	24.08	24.32	24.42			
Recovery License Relief	24.09	24.36	24.42			
Sr. Turbine Engineer	24.56	24.66	24.74			

*Power Department employees who have taken six (6) months' training course and successfully complete first examination are given fifteen (15¢) cents per hour above the rate listed. Power Department employees who successfully complete second examination are given an additional fifteen (15¢) cents per hour, making a total of thirty (30¢) cents per hour in addition to the rates listed above.

PULP MILL

Clean-Up/Utility	18.64					
Chemical Unloader - Service Operator	20.67					
Pulp Quality Tester	22.51					
Service Group Operator A, B, C	25.26					
Pulp Operator A, B, C	25.26					

QUALITY ASSURANCE

Sample Room Coord/Utility	19.61		19.86	20.09		
Offset Press Operator	20.14		20.52	20.91		21.23
Utility Tester	19.67		20.27			
Fuel Sampler/Fuel Quality Tech	20.16					
Fuel Sampler	19.78		19.99			
Special Products Inspector 12	19.92		20.23			
Inspector, Roll Finishing Whse	19.85	20.06	20.23	20.54		
QA/Utility B	21.23					
Special Tester	19.85		20.18	20.72		
Environmental Technician	20.15		20.57	21.17	21.97	22.48
Coating-Tech/Adhesive	19.96		20.15			
Process Control Technician	19.96		20.15			
PM Tech/Utility 12	19.96		20.15	20.41		
Paper Mill Technician	19.96		20.15			20.21
Raw Materials - Woodyard Technician	20.15					
Special Products Tech (Raw Mat)	20.35		20.42	20.54		21.45
Carbonless Sr Quality Inspector	20.23					
QA/Utility	21.23					
Pulp Mill Process Tech/Fltr	20.32					
Utilities Technician	20.51		20.66	20.83		

29¢ per hour shift premium paid for second shift on tour jobs; 46¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
QUALITY ASSURANCE (continued)						
Tour Technician, #12	20.47					
Pulp Mill Senior Technician	20.54					
Inspector 3 Mill	20.78					
Carbonless System Auditor I	22.84					
Carbonless System Auditor III	22.84					
Carbonless System Auditor IV, V	21.23					
Carbonless Development Technician	21.54	22.43				
Paper Machine Inspector, #12	22.84					
REWINDERS						
Lenox Winder Utility	18.63					
Gen Utility Relief - 12 Rew	18.63					
2 Roll Doctor Operator 12	18.77					
Rereeler Assistant Operator	19.23					
1 Roll Doctor Operator 12	19.16					
Oper #2 Mill Rewinder/Roll Doc	19.53					
Asst Operator #33 Rewinder/Utility	19.53					
Lenox Winder Assist Operator 1,2	19.83					
Rereeler Operator	20.38					
Lenox Winder Operator 1, 2	21.14					
SANITATION						
Janitor	17.90					
Sweeper Operator - Inside	18.09					
Utility Person - Outside	18.09					
Utility/Trash Hauler/Janitor	21.07					
SHIPPING						
Shipping Trucker	18.85					
Day Utility Trucker	18.85					
Phase I & Phase II Utility Trucker	18.85					
Roll Warehouse/Direct Load	18.85					
Roll Warehouse/Carb Ph I, Ph II	18.85					
3 Mill Cartons/Direct Load	18.85					
Roll Warehousing	18.85					
Interior/Exterior Trucker-VR-Sickness	19.20					
Exterior Trucker/Interior Utility Shipper	19.56					
STOCK PREPARATION						
Secondary Fiber Unloader/Utility	18.39					
Deinking Helper - Outside	18.81					
Fiber Makedown Helper	18.52					

29¢ per hour shift premium paid for second shift on tour jobs; 46¢ per hour for third shift on tour jobs.

Job	Start $	3 Mos. $	6 Mos. $	12 Mos. $	18 Mos. $	24 Mos. $
STOCK PREPARATION (cont'd)						
Broke Hauler/Baler	18.67					
Operator 11 Broke Beater	18.67					
Operator 10 Broke Beater	18.86					
Additive Operator, #3 Mill	19.29					
Strawshed Operator A, B	19.61					
Trimbey Helper	19.67					
Deinking Assistant Operator	19.85					
Asst. Chemical Additive Oper, #12	19.73					
Deinking Operator	20.35					
Chief Deinker Operator/Utility	20.85					
Trimbey Operator	20.96					
Chemical Additive Operator, #12	21.87					
WATER						
Oper, #1 Water Softener, Filter	19.03	19.54				
Oper, #2 Water Softener	19.03	19.54				
Environmental System Operator	20.53					
Environment Sys/Relief/Utility	20.53					
Vacation Relief	19.54					

WOODYARD		**FUNCTION LEVELS**				
	Start $	**VII** $	**I** $	**V** $	**IV** $	**III** $
Woodyard Process Operator FWD					20.76	20.89
Process Support Operator	18.09	18.39	18.84	19.44		

29¢ per hour shift premium paid for second shift on tour jobs; 46¢ per hour for third shift on tour jobs.

GENERAL MECHANIC, MECHANICAL

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Welder	23.69	Pipefitting	17¢	Basic E&I	17¢	Millwright	17¢	24.37
Garage/Mechanic	23.39	MW/PF	25¢	Basic E&I	25¢	*Welding	25¢	24.37
Heavy Equipment & Indust Crane Oper	23.09	MW/PF	25¢	Basic E&I	25¢	*Welding	25¢	24.37

GENERAL MECHANIC, MACHINING

Journeyman Mechanic Job Title	Base Rates	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Machinist	23.41	Roll Grinding Metal Fab	25¢	General Mech Basic E&I	25¢	*Welding	25¢	24.37
Roll Knife Grinder	23.10	Machining Metal Fab	25¢	General Mech Basic E&I	25¢	*Welding	25¢	24.37

GENERAL MECHANIC, FTAA AND PRESSURE WELD

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
FTAA	24.77	Roll Grinding Metal Fab	6¢	Basic E&I	6¢	*Welding	6¢	25.03
Pressure Weld	24.2	Pipefitting	17¢	Millwright	17¢	*Welding	17¢	24.90

GENERAL MECHANIC, E&I

Journeyman Mechanic Job Title	Base Rate	Skill Set Modules and Corresponding Wage Adjustments						Hourly Wage Rate (Including *Welding)
Electrician	23.41	Instr Repair	25¢	Basic Mech	25¢	*Welding	25¢	24.94
Instrument Repair	24.29	Electrician	13¢	Basic Mech	12¢	*Welding	25¢	24.94
Drive Tech	25.19	Instr Repair	25¢	Basic Mech	25¢			25.85

EXHIBIT "C"

DISTRIBUTION OF OVERTIME

CARBONLESS

In order that we may all better understand the contract language to distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervision attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crews up, temporarily transferring personnel, using extra crew personnel, etc., to prevent the payment of overtime.

B. When overtime must occur when the department is a seven-day operation with floaters:

1. The employee who is not relieved will have the first refusal of eight (8) or four (4) hours. (When he refuses the additional eight (8) hours and asks for only four (4) hours, it will be considered as a conditional acceptance depending upon whether the off-shift employee will come in four (4) hours early.)

2. When the man stuck does not desire the overtime, the off-shift man will be called (for eight (8) or four (4) hours). If he is not reached or is not available for work, go immediately to Step 3. (Note: Day shift personnel will not be called after 11:00 p.m.)

3. The man whose day off it is in that job classification will be called in. The floater will be considered in either classification on his day off. If he is not reached or is not available for work, proceed Step 4.

4. The employee is stuck. If, however, he wants to be relieved it will be his responsibility to get a qualified on-shift employee in any job classification to stay over and relieve him.

C. When overtime must occur when the department is on a five (5) or six (6) day operation and the floaters are removed, the procedure will be the same as above, except Step 3 shall be eliminated, and proceed directly to Step 4.

D. When overtime must occur due to taking of inventory, a notice of a signup sheet will be posted in the department on Monday during the week in which the overtime will occur. Departmental employees will be permitted to sign up for this work until 3:00 p.m. on Wednesday of that week. The inventory work will then be assigned by low overtime from those employees who signed up to work. It is understood that certain inventories require that specific classifications be involved in taking them. These inventories are as follows:

1. Raw Stock Inventory - Must have at least one (1) Stockman Trucker taking it.

2. Color Inventory - Must have at least one (1) Color Plant Operator taking it.

3. Coated Stock Inventory - Must have at least one (1) Cradle Roll Storage Operator taking it.

E. Any extra or miscellaneous work, which is not an every day part of the employees regular job duties or when additional help may be necessary requiring someone to be held over, will be offered first, to employees on-shift qualified to do the work.

Each job classification of each coater or other pieces of equipment shall be considered as a separate job classification for overtime purposes. The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where Management does have sufficient notice of the absence of employees so that a rearrangement of the schedule can be made. We consider that a 24 hours' notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off.

* Qualified means: A person who is acceptable to Management who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

DISTRIBUTION OF OVERTIME

COATING

In order that we may better understand the contract language referring to distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crews up, temporarily transferring personnel, using extra crew personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The employee who is not relieved will have the first refusal of eight (8) or four (4) hours: (When he refuses the additional eight (8) hours and asks for only four (4) hours, it will be considered as a conditional acceptance depending upon whether the off-shift employee will come in four (4) hours early. If he is not reached or is not available for work, go immediately to Step 2.)
   Note: Day shift personnel will not be called to split a shift.

2. The employee whose day off it is in that job classification will be called. (If he is not reached or is not available, proceed to Step 3.)

3. On-shift personnel in that job classification will be asked to stay over with the lowest overtime employee being asked first, if possible. Personnel on all coating machines will be considered providing they are qualified. (If no one wants the overtime, proceed to Step 4.)

4. The employee is stuck. If, however, he wants to be relieved, it will be his responsibility to get a qualified* on-shift employee in any job classification to stay over and relieve him.

   The opportunity to do miscellaneous work will be given to the qualified low overtime employee first, if possible.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where Management does have sufficient notice of the absence of employees so that a rearrangement of the schedule can be made. We consider that a 24 hours' notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off.

* Qualified means: A person who is acceptable to Management who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

DISTRIBUTION OF OVERTIME

COLOR PLANT

In order that we may all better understand the contract language referring to distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crews up, temporarily transferring personnel, using extra crew personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The employee who is not relieved will have the first refusal of eight (8) or four (4) hours. (When he refuses the additional eight (8) hours and asks for only four (4) hours, it will be considered as a conditional acceptance depending upon whether the off-shift employee will come in four (4) hours early. If he is not reached or is not available for work, go immediately to Step 2.) Note: Day shift personnel will not be called to split a shift.

2. The employee whose day off it is in that job classification will be called. (If he is not reached or is not available, proceed to Step 3.)

3. On-shift personnel in that job classification will be asked to stay over with the lowest overtime employee being asked first, if possible. Personnel on all coating machines will be considered providing they are qualified. (If no one wants the overtime, proceed to Step 4.)

4. The employee is stuck. If, however, he wants to be relieved, it will be his responsibility to get a qualified* on-shift employee in any job classification to stay over and relieve him.

   The opportunity to do miscellaneous work will be given to the qualified low overtime employee first, if possible.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where Management does have sufficient notice of the absence of employees so that a rearrangement of the schedule can be made. We consider that a 24 hours' notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off.

* Qualified means: A person who is acceptable to Management who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

DISTRIBUTION OF OVERTIME

CUTTERS

In order that we may all better understand the contract language referring to distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crews up, temporarily transferring personnel, using extra crew personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The employee who is not relieved will have the first refusal of eight (8) or four (4) hours. (When he refuses the additional eight (8) hours and asks for only four (4) hours, it will be considered as a conditional acceptance depending upon whether the off-shift employee will come in four (4) hours early. If he is not reached or is not available for work, go immediately to Step 2.)

2. On-shift personnel in that job classification will be asked to stay over with the lowest overtime employee being asked first, if possible.

3. The employee is stuck. If, however, he wants to be relieved, it will be his responsibility to get a qualified* on-shift employee. First refusal should be offered to employee or employees which are involved on the machine. Example: Assistant Operator is stuck. The operator will be asked by low overtime. The operator is stuck. The assistant operator will be asked. Second refusal should be offered to any employee in any classification to stay over and relieve them.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where Management does have sufficient notice of the absence of employees so that a rearrangement of the schedule can be made. We consider that a 24 hours' notice is sufficient to reschedule those affected. Depending upon the particular

circumstances, this might require the floaters being used or individuals being required to work on their day off.

*Qualified means: A person who is acceptable to Management who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

DISTRIBUTION OF OVERTIME

FINISHING

In order that we may all better understand the contract language referring to distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crews up, temporarily transferring personnel, using extra crew personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The employee who is not relieved will have the first refusal of eight (8) or four (4) hours. (When he refuses the additional eight (8) hours and asks for only four (4) hours, it will be considered as a conditional acceptance, depending upon whether the off-shift employee will come in eight (8) or four (4) hours early. If he is not reached or is not available for work, go immediately to Step 2.)
   Note: Day shift personnel will not be called to split a shift.

2. The employee whose day off it is in that job classification will be called in. If he is not reached or is not available for work, then proceed to Step 3.

3. On-shift personnel in that job classification will be asked to stay over with the lowest overtime employee being asked first, if possible. (If no one wants the overtime, proceed to Step 4.)

4. The employee is stuck. If, however, he wants to be relieved, the miscellaneous overtime list (C) will be used. If no one is available on the miscellaneous overtime list, it will be the employees responsibility to get a qualified* on-shift employee in any job classification to stay over and relieve them**.

C. Miscellaneous Overtime List

1. A miscellaneous overtime list will be posted on Thursdays along with the following weeks schedule. It will be the employees responsibility desiring the overtime to sign their names to this list.

2. If overtime does become available in accordance with Section B4 above, the qualified* on shift employee will be asked by low overtime. If that employee refuses the overtime, their names shall be rotated to the bottom of the list for that day, and the next available low overtime person shall be asked.

3. If no employee is available on shift, the off shift employee who is signed up to work will be called, in accordance with Section C2 above. Note: Section B4 shall be utilized in its entirety, before Section C3 is used.

When adding a partial or complete shift and overtime must occur, follow the above procedure starting at Section B3. Any temporary employee (less than 14 days) will be given the average of the on-shift employee's overtime.

Employees that are scheduled for Sunday work who want off may do so providing they get a qualified* relief. Efforts should be made to offer first refusal of this work to go to the employee or employees within the relief group of the employee desiring to be off. Second refusal should be offered to those qualified employees within the department who have signed the miscellaneous overtime list. Final refusal should be offered to those qualified employees with the department who are scheduled for forty (40) hours or less.

When overtime must occur in a classification that is on a five or six day schedule without floaters, the procedure will be the same as above, except section B2 shall be eliminated, and proceed directly to section B3.

For overtime purposes all base rate jobs are to be considered as one job classification. All trimmer presses are to be considered as one job classification.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where Management does have sufficient notice of the absence of employees so that a rearrangement of the schedule can be made. We consider that a 24 hours' notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off.

*Qualified means: A person who is acceptable to Management who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

DISTRIBUTION OF OVERTIME

LOCOMOTIVE

In order that we may all better understand the contract language referring to distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crews up, temporarily transferring personnel, using extra crew personnel, etc., to prevent the payment of overtime.

B. Crew Configuration

Locomotive Operator
Assistant Locomotive Operator
Track Repair

C. When overtime must occur:

1. Daily overtime will be offered to the crew involved first and then to the qualified members of the other crew by seniority. If no one wants the overtime, then the members of the crew where the overtime occurs will be required to work.

2. Call-ins

A "Will Respond" call-in list comprised of volunteers from the Locomotive Department will be established as follows:

A) Employees will be allowed to add their names to or remove their names from the call-in list once every thirty (30) days.

B) The employee in the classification involved will be called first by seniority. If they are unavailable or not reached, the remaining qualified employees on the "Will Respond" list will be called by seniority.

C) If an employee on this list is called and contacted, he must respond to the call-in. Employees who respond to a call-in whose names are on this "Will Respond" list shall receive a minimum of eight (8) hours pay at their regular straight time rate.

Failure to respond to a call-in will result in an employee's name being removed from the list for a period of one (1) month. However, an employee's name will not be removed from the list if he fails to respond for one of the following reasons:

1) the employee is sick or incapacitated.
2) the employee is at work.
3) there is a serious illness or death among the members of the employee's immediate family.
4) the employee has small children at home and is the only parent at home.

D) In the event there is no response after the "Will Respond" list has been exhausted, other qualified employees within the department will be called by seniority and in accordance with Article VII, Section 4.

D. Vacancies of 90 Days or Less

When a vacancy occurs in the Train Crew, the position will be filled by asking the senior qualified person within the department to fill the vacancy. If the senior people do not want the job, then the junior qualified person in the department will be forced to fill the job.

* Qualified means: A person who is acceptable to Management who has completed all the required training or break-in time and has satisfactorily performed the job.

DISTRIBUTION OF OVERTIME

MACHINES

In order that we may all better understand the contract language referring to distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crews up, temporarily transferring personnel, using extra crew personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The man who is not relieved will have the first refusal of eight (8) or four (4) hours.

2. When the man stuck does not desire the overtime, the off-shift man will be called (for eight (8) or four (4) hours). If he is not reached or is not available for work go immediately to Step 3. (Note: Day shift personnel will not be called after 11:00 p.m.)

3. The employee is stuck. If, however, he wants to be relieved, it will be his responsibility to get a qualified* on-shift employee in any job classification to stay over and relieve him**.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where Management does have sufficient notice of the absence of employees so that a rearrangement of the schedule can be made. We consider that a 24 hours' notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require individuals being required to work on their day off.

*Qualified means: A person who is acceptable to Management who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

In the case of Saturday or Sunday when an employee is stuck for an additional eight (8) hours, the departmental overtime procedure has been exhausted, and qualified Extra Crew employees are available on the Call Sheet, they may be called in regardless of hours previously worked that week.

WIRE PROCEDURE NO. 3 MILL

I. Wire Crew

A. Normal Scheduled Wire

(1) The Wire Crew for No. 10 or No. 11 Paper Machine will consist of the crews from the previous shift on No. 10 and No. 11 Paper Machine. This will include No. 3 Mill's Extra Hand.

B. Annual Shutdown

(1) During an annual shutdown the Wire Crew will consist of the crews on the machine that is down.

C. Non-Scheduled Wires

(1) Four (4) hours or more before the end of the shift, call the previous shift first.

Less than four (4) hours before the end of the shift, call the following shift first.

Two and one-half (2 1/2) hours or less before the end of the shift, the foreman on duty will decide to call or not to call.

Exceptions: Repairs that would delay the actual installations. Depending on conditions at that time, the on-shift crew or any part of the on-shift crew may be doing preparatory work involved in a wire change.

II. General

(1) In order to minimize the wait time in No. 3 Mill only, we will shutdown one (1) hour before trick change. This means that the on-shift crew must do the clean-up work on the fourdrinier.

(2) The on-shift Machine Tender and Back Tender will work with the Wire Crew until the breast roll is in place. After the breast roll is back in place the on-shift Machine Tender and Back Tender will proceed with their clean-up duties. All other on-shift crew members will clean up as needed.

(3) The on-shift Machine Tender will be in charge of the wire change.

(4) The Machine Tender (on the machine involved) from the previous shift will be in charge of the back side crew and assist the on-shift Machine Tender.

(5) The entire crew will be expected to stay on the job until released. (Wire turned over and spot out-area cleaned up. Tools put away, etc.)

(6) Two (2) hours at the employees' straight time rate will be paid to on-shift operating employees when they assist on a wire change on No.'s 10 and 11 Paper Machine.

DISTRIBUTION OF OVERTIME

MATERIAL CONTROL

In order that we all may better understand the contract language referring to the distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crew up, temporarily transferring personnel, using extra personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The employee who is performing the work on-shift when the overtime develops will be offered the overtime opportunity.

2. If said employee refuses, the overtime will be offered by low overtime on-shift within the function where the overtime developed.

3. If those employees refuse, the overtime will be offered by low overtime within the classification where the overtime developed.

4. If those employees refuse the overtime, the least senior qualified employee by department seniority will be required to work. If, however, he wants to be relieved, it will be his responsibility to get a qualified on-shift employee in the Material Control Department to stay over and relieve him.

C. When miscellaneous overtime (work not normally assigned to any classification) occurs within the department, the low overtime employees on-shift qualified to perform the work will be requested to work. If no employee accepts the overtime, the junior qualified employee (by department seniority) on-shift will be required to work.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where management does have sufficient notice of absence of employees so that a rearrangement of the schedule can be made. We consider that more than 24 hours notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off.

* Qualified means: A person who is acceptable to Management, who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

SATURDAYS/SUNDAYS/HOLIDAYS -- GENERAL MILL COVERAGE

MATERIAL CONTROL

1. Scheduled general mill coverage jobs will be assigned on a rotation basis (all) Material Control jobs will be grouped into one list for assignment.

2. The initial order for assignment purposes by rotation within the Material Control Department will be determined by starting with the person on the top of the present rotation schedule. It is understood that this is a continuing rotation list and will not be started over at the beginning of each new year.

3. Assignments will be made from the top of the rotation list (the first employee who wasn't assigned or who did not decline work the previous time) on down the list until the needed numbers of people are scheduled. Employees so scheduled may decline the assignment, whereby the next person(s) down the list will be scheduled and so on, but if a sufficient number of employees are not obtained by scheduling, the least senior employee will be forced to accept the assignment.

4. An employee who would be scheduled for work due to his place at the top of the list will be rotated to the bottom of the list whether he or she works, declines, or is unavailable for work for whatever reason. There will be no exceptions to this rule.

5. Notices for Saturday and Sunday general mill coverage positions will be posted by 12:00 noon the previous Monday and scheduled employees notified of their assignments. Employees originally scheduled must notify the Company within 48 hours if they wish to decline the assignment. Additions to general mill coverage requirements will be made as required.

6. Each Saturday, Sunday or holiday will be considered as separate days for the purposes of assigning work to employees.

7. Assignments or bid jobs on a curtailment day which is not a Saturday, Sunday or holiday, will be made on the basis of seniority.

8. Examples of Saturdays/Sundays/Holidays--General Mill Coverage:

(a) Saturday/Sunday general mill coverage jobs will be awarded on a rotation basis.

<u>Example:</u>

Fri	Sat	Sun	Mon
	↓	↓	
	Rotation	Rotation	

(b) Holiday general mill coverage jobs will be awarded on a rotation basis.

<u>Example:</u>

		Holiday	Holiday	Holiday		
Mon	Tues	Wed	Thurs	Fri	Sat	Sun
	↓	↓	↓		↓	↓
	Rotation	Rotation	Rotation		Rotation	Rotation

DISTRIBUTION OF OVERTIME
NO. 12 PAPER MACHINE AND CHEMICAL ADDITIVE

In order that we all may better understand the contract language referring to the distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crew up, temporarily transferring personnel, using extra personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The person who is not relieved will have the first choice of eight (8) or four (4) hours.

2. When the person who is stuck does not desire the overtime, the off-shift person will be called (for eight (8) or four (4) hours). If he/she is not reached or is not available for work, go immediately to Step 3. (Note: Day shift personnel will not be called after 11:00 p.m.)

3. The person whose day off it is in the classification not relieved will be called first. Then, the person who day off it is in the classification immediately below the classification not relieved will be called. If these people are not reached or are not available for work, proceed to Step 4.

4. The employee is stuck. If, however, he/she wants to be relieved, it will be his/her responsibility to get a qualified on-shift employee in any job classification to stay over and relieve him/her.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where management does have sufficient notice of absence of employees so that a rearrangement of the schedule can be made. We consider that more than 24 hours notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off.

* Qualified means: A person who is acceptable to Management, who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

In the case of Saturday or Sunday when an employee is stuck for an additional eight (8) hours, the departmental overtime procedure has been exhausted, and qualified Extra Crew employees are available on the Call Sheet, they may be called in regardless of hours previously worked that week.

WIRE AND FELT PROCEDURE NO. 12 PAPER MACHINE

I. Wire and Felt Procedure on Days When Machine Is Scheduled Down

A. All three shifts assigned to No. 12 Paper Machine and Chemical Additive operations will be scheduled for twelve (12) hours each on these days.

B. All employees on the Paper Machine and Chemical Additive operations will be paid for a total of eighteen (18) hours pay with the understanding that the employees will perform whatever functions are assigned to them during heir scheduled twelve (12) hours.

C. Employees on the Paper Machine and Chemical Additive operations who are scheduled to work first shift (7:00 a.m. to 7:00 p.m.) on down days will have the following options available to them:

1. If the machine is started up at 3:00 p.m., then the employees can elect to go home at that time and receive twelve (12) hours pay.

   or

   The employees can elect to stay until 7:00 p.m. and receive eighteen (18) hours pay.

2. If the machine is not started up by 3:00 p.m., then the employees can elect to go home when the machine is started up and receive twelve (12) hours pay plus time and one-half for the hours they have worked past 3:00 p.m.

   or

   The employees can elect to stay until 7:00 p.m. and receive eighteen (18) hours pay.

3. These options do not apply to employees working on second or third shifts.

D. It is understood that employees may be held-over past the end of their scheduled twelve (12) hours for startup purposes. In these cases, the employees will be paid at the rate of time and one-half for such hours worked.

II. Annual Shutdown

Annual shutdown will normally be handled in the same manner as "I" above.

III. Non-Scheduled Wire

A. When two crews are needed to change a wire(s) the following procedure will be followed:

(1) If a wire(s) needs to be changed within the first four (4) hours following a trick change, the crew that just got off will be called in. If a wire(s) change is needed during the last four (4) hours of a trick, then the on-coming shift will be called in.

(2) If a wire(s) needs to be changed within two and one-half (2½) hours or less before the end of a trick, then the foreman on duty will decide whether or not to call a crew in.

B. When only one (1) crew is needed to change a wire(s), the following procedure will be followed:

(1) In these cases the on-shift crew will install the wire(s). On-shift employees who participate in a wire(s) change under this procedure will receive four (4) hours pay at straight time in addition to their regular time for the shift they are working.

IV. Wet Felt Changes

A. When wet felts are scheduled to be changed at trick change, the outgoing crew may be held-over to do the felt change.

WET FELTS

1. When wet felts are scheduled to be changed on washup at trick change, the outgoing crew will be held over to do the felt change.

2. The wet felt crew will be dismissed as follows:
   a. When the felt is installed and free of grease.
   b. When the felt is installed and unable to clean the felt of grease because of condition not the fault of the felt crew.

3. Exceptions:
   a. There will be no call-in wet felts.
   b. The crew will not be held over if it is known that the machine will be down in excess of three (3) hours (except #10)
   c. The crew will not be held over if maintenance work will interfere with felt change.

4. Wet Felt Time

Four (4) hours at the employee's straight time rate will be paid tour workers who change felts on all paper machines, except first felt, #10 and #11, six (6) hours, when such workers are held over after their regular tour of duty.

DISTRIBUTION OF OVERTIME

POWER

In order that we all may better understand the contract language referring to the distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crew up, temporarily transferring personnel, using extra personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The person who is not relieved will have the first choice of eight (8) or four (4) hours.

2. When the person who is stuck does not desire the overtime, the off-shift person will be called (for eight (8) or four (4) hours). If he/she is not reached or is not available for work, go immediately to Step 3. (Note: Day shift personnel will not be called after 11:00 p.m.)

3. The employee whose day off it is in that job classification will be called in. (If he is not reached or is not available, proceed to Step 4.)

4. The employee is stuck. If, however, he wants to be relieved, it will be his responsibility to get a qualified* on-shift employee in any job classification to stay over and relieve him.

C. Miscellaneous work (not regularly scheduled work) will be offered to:

1. The low overtime employee on-shift qualified to perform the work. If no employee accepts the overtime, the junior qualified employee will be held over.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where management does have sufficient notice of absence of employees so that a rearrangement of the schedule can be made. We consider that more than 24 hours notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off.

* Qualified means: A person who is acceptable to Management, who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

DISTRIBUTION OF OVERTIME

PULP MILL

In order that we all may better understand the contract language referring to the distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crew up, temporarily transferring personnel, using extra personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The employee who is not relieved will have the first refusal of eight (8) or four (4) hours. (When he refuses the additional eight (8) hours or asks only for four (4) hours, it will be considered as a conditional acceptance, depending upon whether the off-shift employee in that job classification (Digester, Chemiwasher, Bleach Plant, R8 Plant, Recaust Inside, Recaust Outside and PQT Tester), will come in eight (8) or four (4) hours early. If he is not reached or is not available for work, go immediately to Step 2.) Note: Day shift personnel will not be called in after 11:00 p.m. to split a shift.

2. The employee whose day off it is in that job classification will be called in. (If he is not reached or is not available, proceed to Step 3.)

3. The off-shift employee is stuck. If, however, he wants to be relieved, it will be his responsibility to get a qualified* on-shift employee in any job classification to stay over and relieve him.

C. Miscellaneous work (not regularly scheduled work) will be offered to:

1. The low overtime employee on-shift qualified to perform the work.

2. Continue to offer the overtime, by low overtime, to qualified on-shift employees. If no employees accept the overtime, the junior qualified employee will be held over.

3. Overtime will be updated and applied on a twenty-eight (28) day basis and will be posted and maintained on that basis.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where management does have sufficient notice of absence of employees so that a rearrangement of the schedule can be made. We consider that more than 24 hours notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off.

* Qualified means: A person who is acceptable to Management, who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

Chemi-Washer Wire Procedure

A. When a Chemi-Washer wire can be changed with Pulp Mill employees on-shift, no wire pay will be paid.

B. When it is necessary to hold employees over to change a wire on the Chemi-Washer, those employees will be paid a total of five (5) hours' pay at their regular straight time rate for changing the wire, or the applicable contract rate for all hours worked, whichever is greater.

C. When it is necessary to call additional employees in to change a wire on the Chemi-Washer, the on-coming shift will be called in to assist in the wire change. Those employees will be paid on the same basis outlined in B above.

(Revised 4/9/01)

DISTRIBUTION OF OVERTIME
QUALITY ASSURANCE (Day Workers)

In order that we all may better understand the contract language referring to the distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crew up, temporarily transferring personnel, using extra personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:
   (1) Qualified individuals within the particular job classification affected will be given the opportunity for the overtime with the low overtime employee being asked first, if possible. If these efforts are unsuccessful;
   (2) Qualified individuals presently working in that group will be considered with the low overtime employees being asked first, if possible. If these efforts are unsuccessful;
   (3) Any other qualified individuals will be considered with the low overtime employee being asked first, if possible.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where management does have sufficient notice of absence of employees so that a rearrangement of the schedule can be made. We consider that more than 24 hours notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off.

* Qualified means: A person who is acceptable to Management, who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

Note: For overtime procedures for Pool employees, see letter dated December 10, 1970.

DISTRIBUTION OF OVERTIME

QUALITY ASSURANCE (Tour Workers)

In order that we all may better understand the contract language referring to the distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crew up, temporarily transferring personnel, using extra personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The employee who is not relieved will have the first refusal of eight (8) or four (4) hours. (When he refuses the additional eight (8) hours or asks only for four (4) hours, it will be considered as a conditional acceptance, depending upon whether the off-shift employee will come in eight (8) or four (4) hours early. If he is not reached or is not available for work, go immediately to Step 2.) Note: Day shift personnel will not be called to split a shift.

2. If applicable, the employee whose day off it is in that primary function will be called in. (If he is not reached or is not available, proceed to Step 3.)

3. The employee is stuck. If, however, he wants to be relieved, it will be his responsibility to get a qualified* on-shift employee in any job classification to stay over and relieve him. The first attempt will be made within his particular group - coating, paper machines, etc.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where management does have sufficient notice of absence of employees so that a rearrangement of the schedule can be made. We consider that more than 24 hours notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off.

* Qualified means: A person who is acceptable to Management, who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

DISTRIBUTION OF OVERTIME

REWINDERS

In order that we all may better understand the contract language referring to the distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crew up, temporarily transferring personnel, using extra personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The employee who is not relieved will have the first refusal of eight (8) or four (4) hours. (When he refuses the additional eight (8) hours or asks only for four (4) hours, it will be considered as a conditional acceptance, depending upon whether the off-shift employee will come in four (4) hours early. If he is not reached or is not available for work, go immediately to Step 2.) Note: Day shift personnel will not be called to split a shift.

2. The employee whose day off it is in that job classification on that piece of equipment will be called in. If he is not reached or is not available, proceed to Step 3.

3. On-shift personnel in that job classification will be asked to stay over with the lowest overtime employee being asked first, if possible, providing they are qualified. (If no one wants the overtime, proceed to Step 4.)

4. The employee is stuck. If, however, he wants to be relieved, it will be his responsibility to get a qualified* on-shift employee in any job classification to stay over and relieve him.

C. Situations where permission is granted in allowance for a day off and overtime must occur:

1. The employee whose day off it is in that job classification on that piece of equipment will be called and asked to work. If he cannot be reached or is not available for work, or refuses to work, proceed to Step 2.

2. The shifts will be split 12 hours each.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where management does have sufficient notice of absence of employees so that a rearrangement of the schedule can be made. We consider that more than 24 hours notice is sufficient to reschedule those affected.

* Qualified means: A person who is acceptable to Management, who has completed all the required training or break-in time and has satisfactorily performed the job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who is his relief.

DISTRIBUTION OF OVERTIME
SANITATION

In order that we all may better understand the contract language referring to the distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crew up, temporarily transferring personnel, using extra personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

(1) The person who is regularly assigned to the area/job immediately prior to the overtime opportunity shall be assigned to the overtime opportunity. If he wants to be relieved, refer to Step 2.

(2) Sanitation employees who wish to volunteer to work overtime, may sign the Available for Overtime card for that day. If he desires to be available for overtime he must indicate his intention by marking an Available for Overtime card and personally handing it to his supervisor by 7:15 a.m. on that day. If no one signs an Available for Overtime card that day, the employee in Step 1 is stuck, unless he finds a qualified on-shift employee in the Sanitation Department to stay over and relieve him.

Miscellaneous work (not regularly scheduled work) will be assigned to the low overtime person signing the Available for Overtime card. If no one signs for that day, or there is insufficient number of signees, the least senior sanitation employees will be forced until there are sufficient people needed to perform the work.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where management does have sufficient notice of absence of employees so that a rearrangement of the schedule can be made. We consider that more than 24 hours notice is sufficient to reschedule those affected. Also, certain jobs need to be performed only at certain times and these jobs will be scheduled.

* Qualified means: A person who is acceptable to Management, who has completed all the required training or break-in time and has satisfactorily performed that job.

SATURDAYS/SUNDAYS/HOLIDAYS --- GENERAL MILL COVERAGE AND OVERTIME ASSIGNMENTS
SANITATION

1. Scheduled general mill coverage jobs (other than Dempster Dumpster, Sweeper Operators and Trash Routes) will be assigned on a rotation basis with all sanitation employees being grouped together for assignments.

2. The initial order for assignment purposes by rotation within Sanitation will be determined on a seniority basis. Employees classified as tour employees in Sanitation shall be included in the rotation list, and shall be rotated as being available. A tour employee will not be eligible for assignment from the rotation list unless he/she would be scheduled in the day gang for the date in question.

3. Assignments will be made from the top of the rotation list (the first employee who wasn't assigned or who did not decline work the previous time) on down the list until the needed numbers of people are scheduled. Employees so scheduled may decline the assignment, whereby the next person(s) down the list will be scheduled and so on, but if a sufficient number of employees are not obtained by scheduling, the least senior employee will be forced to accept the assignment.

4. An employee who would be scheduled for work due to his place at the top of the list will be rotated to the bottom of the list whether he or she works, declines, or is unavailable for work for whatever reason. There will be no exceptions to this rule.

5. An employee who chooses to do so may request that he/she be designated as "unavailable" on the rotation list. Those employees will automatically be rotated and charged for their appropriate opportunities and will be required to work only when forced to do so on a seniority basis.

6. Notices for Saturday and Sunday general mill coverage positions will be posted by 12:30 p.m. the previous Monday and Tuesday, respectfully, and scheduled employees notified of their assignments. Employees originally scheduled must notify the Company within twenty-four (24) hours if they wish to decline the assignment. Additions to general mill coverage requirements will be made as required.

7. Each Saturday, Sunday or holiday will be considered as separate days for the purposes of assigning work to employees.

8. Assignments or bid jobs on a curtailment day which is not a Saturday, Sunday or holiday, will be made on the basis of seniority.

9. The rotation procedure will go into effect on Saturday.

10. Examples of Saturdays/Sundays or Holidays - General Mill Coverage and Overtime assignments:

(a) Sunday general mill coverage jobs will be awarded on a rotation basis.

Example:

Fri.	Sat.	Sun.	Mon.
		↓	
		Rotation	

(b) If a holiday falls during the week and a partial curtailment occurs, then the work on that day will be awarded on a rotation basis.

Example:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
			↓			
			Rotation			

(c) If a holiday falls on Sunday and is observed on Monday, or if a holiday falls on a Monday and a partial curtailment occurs, then Sunday work will be awarded by rotation and Monday work will be awarded by seniority.

Example:

Fri.	Sat.	Sun.	Holiday Observed Mon.	Tues.
		↓	↓	
		Rotation	Seniority	

(d) If a holiday falls on both sides of Sunday, and a partial curtailment occurs, then work on all days will be awarded on a seniority basis.

Example:

		Holiday		Holiday
Thurs.	Fri.	Sat.	Sun.	Mon.
		↓	↓	↓
		Seniority	Seniority	Seniority

(e) If a holiday falls on a Saturday and a partial curtailment occurs, then work on Saturday and Sunday will be awarded on a seniority basis.

Example:

		Holiday		
Thurs.	Fri.	Sat.	Sun.	Mon.
		↓	↓	
		Seniority	Seniority	

DISTRIBUTION OF OVERTIME

SHIPPING

In order that we all may better understand the contract language referring to the distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crew up, temporarily transferring personnel, using extra personnel, etc., to prevent the payment of overtime.

B. For overtime purposes, the department will be divided in groups as follows:

Warehouse Operation - Six (6) classifications which include:

1. No. 12 Roll Warehouseman/Direct Load
2. Carton Warehouseman
3. Roll Warehouseman
4. Phase I Trucker
5. Phase II Trucker
6. #3 Mill Cartons

Roll & Sheet Operation - Three (3) classifications which include:

1. Trucker/Utility
2. Shipping Trucker
3. Exterior Trucker/Interior Utility

C. When overtime must occur in either Operation:

1. The employee who is not relieved will have first refusal of eight (8) or four (4) hours. (When he refuses the additional eight (8) hours or asks for four (4) hours, it will be considered as a conditional acceptance, depending upon whether the off-shift scheduled employee will come in four (4) hours early). NOTE: Day shift personnel will not be called after 9:00 p.m.

2. The employee whose off day it is in that job classification will be called.

3. The employee is stuck. If however, he wants to be relieved, it will be his responsibility to get a qualified on-shift employee in any job classification to stay over and relieve him.

D. Extra and Miscellaneous Work

1. Extra work that is normally assigned/performed by employees in a classification will be offered first to those employees in that classification by low overtime. If none of these employees accept the overtime or if they are not available, the work will be offered by low overtime to the people that sign the weekly overtime sheet in that operation.

   For example, rearranging carton stock on second shift would first be employees accept the overtime, it will be offered by low overtime to the employees who signed the weekly overtime sheet in the warehouse operation.

2. A weekly overtime sheet shall be posted and maintained from which miscellaneous work will be assigned. The overtime sheet shall be divided between two (2) operations - Warehouse Operations and Roll and Sheet Operations.

   Employees must sign the weekly overtime sheet before 8 a.m. on Monday to be considered for work that week.

   Work will be offered to the available, low overtime employee(s) in the operation in which it occurs. Once an employee has been offered the opportunity to work, he will be rotated to the bottom of the overtime list and will not be offered the opportunity to work again that week until all other employees who signed the overtime list have been offered the opportunity to work.

   The employee is not available if he is already scheduled to work during the period of time the miscellaneous work is scheduled to be done.

3. If no employee accepts the overtime or no employee is available, the available on-shift junior qualified employee in the operation (as defined above) will be assigned.

E. When unscheduled overtime must occur in loading/unloading trucks:

1. If the entire Roll & Sheet Operation crew is not required to work over, the following procedure will be utilized to determine who will work:

   a) On-shift employees in the Roll & Sheet Operation will be asked to work by low overtime hours. (On-shift, qualified extra crew assigned to this operation will be asked to work by low overtime after the permanent employees in this operation have been asked).

   b) On-shift, qualified employees in the Warehouse Operation will be asked to work by low overtime hours. (On-shift, qualified extra crew assigned to this operation will be asked to work by low overtime after the permanent department employees in this operation have been asked).

   c) The junior, qualified on-shift employee(s) in the Roll & Sheet Operation will be required to work. (On-shift, qualified extra crew in this operation will be required to work before the permanent department employee(s).)

2. When the entire Roll & Sheet Operation on-shift crew is required to stay the following procedure will apply:

   a) All employees in the operation are stuck. If however, an employee wants to be relieved, it will be his responsibility to get a qualified on-shift employee in the Warehouse Operation to stay over and relieve him.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where management does have sufficient notice of absence of employees or operational needs so that a rearrangement of the schedule can be made.

We consider that more than 24 hours notice is sufficient to reschedule those affected. Depending on the circumstances, this might require the floaters being used or individuals being required to work their day off.

* Qualified means: A person who is acceptable to Management, who has completed all the required training or break-in time and has satisfactorily performed the job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who his relief will be.

DISTRIBUTION OF OVERTIME

STOCK PREPARATION

In order that we all may better understand the contract language referring to the distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crew up, temporarily transferring personnel, using extra personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The man who is not relieved will have the first refusal of eight (8) or four (4) hours.

2. When the man stuck does not desire the overtime, the off-shift man will be called, (for 8 or 4 hours). If he is not reached or is not available, go immediately to Step 3. (Note: Day shift personnel will not be called after 11:00 p.m.)

3. The man whose day off it is in that Floating Group will be called in. If he is not reached or is not available for work, proceed to Step 4.

4. The employee is stuck. If, however, he wants to be relieved, it will be his responsibility to get a qualified on-shift employee in any job classification to stay over and relieve him.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where management does have sufficient notice of absence of employees so that a rearrangement of the schedule can be made. We consider that more than 24 hours notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off.

* Qualified means: A person who is acceptable to Management, who has completed all the required training or break-in time and has satisfactorily performed that job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who his relief will be.

In case of Saturday or Sunday when an employee is stuck for an additional eight (8) hours, the departmental overtime procedure has been exhausted, and qualified Extra Crew employees are available on the Call Sheet, they may be called in regardless of hours previously worked that week.

DISTRIBUTION OF OVERTIME

STOCK PREPARATION

A. ASSIGNMENT OF PERSONNEL ON STRAIGHT TIME AND OVERTIME FOR OLD PAPER PLANT AND #5 WAREHOUSE

1. When the Old Paper Plant or #5 Warehouse must be started up during a shift the following procedure shall be followed:

   a) The on-shift Deinker Operator or Assistant Operator will be assigned to operate the pulper. It is preferred that the Assistant Operator is assigned. The remaining Deinker crew will be moved up.

   b) If available, obtain one (#5 Warehouse) or two (OPP) other on-shift personnel from #3 Mill on straight time. The OPP can be operated with two people if the pulp demand is light (1 batch/hour or longer).

   c) If personnel are still needed, the Stock Prep overtime procedure will be utilized, offering the overtime in the following order to fill the job:

      1.) Operator
      2.) Assistant Operator
      3.) Inside Helper
      4.) Outside Helper

2. If the Old Paper Plant or #5 Warehouse must continue to operate beyond one shift, Deinker employees assigned to the job will have first opportunity to work. If those employees do not want to stay, the Stock Prep Overtime procedure will be followed utilizing the above order to offer the overtime to Deinker personnel.

   If the job cannot be filled utilizing the above procedure, #3 Mill personnel assigned to the job will be offered the overtime.

B. STRAWSHED HYDRAPULPER MANNING

Should it become necessary to operate #1 Pulper during a shift, the on-shift assistant operator will be assigned to operate the pulper, provided he/she is qualified to perform the job. The following procedure will be utilized to fill the assistant operator's position:

1) Utilize (on-shift) extra employee(s) from #12 Paper Machine if available.

2) Utilize (on-shift) #3 Mill Stock Preparation, Machine Utility or Deinker employee(s) if available.*

3) Call #12 Stock Prep employee(s) for oncoming shift, then off-shift, day off. To be called by classification as follows: Helpers, #2 Pulper Operator, #3 Pulper Operators.

Should it become necessary to continue operation of #1 Pulper in the Strawshed; in preparation for an oncoming shift, the oncoming assistant operator will be assigned to operate the pulper provided he/she is qualified to perform the job. The following procedure will be utilized to fill the assistant operator's position:

1) Utilize extra employee(s) from #12 Paper Machine if available (oncoming shift).

2) Ask on-shift employee(s) from #12 Stock Preparation to stay over in the following order: #1 Pulper Operator (Helper), #2 Pulper Operator, #3 Operator

3) By following classification: (1) Helper first (2) #2 P.O. (3) #3 P.O.
Call off-shift employee from #12 Stock Preparation
Call #12 Stock Preparation employee on their day off

4) Hold over #12 Stock Preparation employee(s) as required:
   1) Helper
   2) #2 Pulper Operator

* All aspects of Exhibit C - Distribution of Overtime #12 Paper Machine and Chem Add of the Labor Agreement remain in effect.

DISTRIBUTION OF OVERTIME

WATER

In order that we all may better understand the contract language referring to the distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crew up, temporarily transferring personnel, using extra personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The employee who is not relieved will have the first refusal of eight (8) or four (4) hours. (When he refuses the additional eight (8) hours or asks only for four (4) hours, it will be considered as a conditional acceptance, depending upon whether the off-shift employee will come in four (4) hours early.)

2. On-shift personnel in that job classification will be asked to stay over. If no one wants the overtime, proceed to Step 3.

3. The employee whose day off it is, in that job classification, will be called in. (If he is not reached or is not available, proceed to Step 4.)

4. The employee is stuck. If, however, he wants to be relieved, it will be his responsibility to get a qualified* on-shift employee in any job classification to stay over and relieve him.

C. Miscellaneous work (not regularly scheduled work) will be offered to:

1. The employee whose day off it is, qualified to do the work, regardless of overtime.

2. The low overtime employee, if possible, qualified to do the work.

In charging the refused time:

1. If the phone is answered, the time that is worked will be counted as refused when the person refuses or is not available.

2. If an employee does not have a phone and if contacted to work, he must give his answer in 30 minutes to be eligible for that overtime.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where management does have sufficient notice of absence of employees so that a rearrangement of the schedule can be made. We consider that more than 24 hours notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off.

* Qualified means: A person who is acceptable to Management, who has completed all the required training or break-in time and has satisfactorily performed the job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who his relief will be.

DISTRIBUTION OF OVERTIME

WOODYARD

In order that we all may better understand the contract language referring to the distribution of overtime, the Company and the Union have held meetings of understanding with each department and have agreed upon the following procedure:

A. Supervisor attempts to prevent payment of overtime. There are several places in the contract which allow the Company to make whatever efforts it can: moving crew up, temporarily transferring personnel, using extra personnel, etc., to prevent the payment of overtime.

B. When overtime must occur:

1. The employee who is not relieved will have the first refusal of eight (8) or four (4) hours. (When he refuses the additional eight (8) hours or asks only for four (4) hours, it will be considered as a conditional acceptance, depending upon whether the off-shift employee will come in four (4) hours early. If he is not reached or is not available for work, go immediately to Step 2.) Note: Day shift personnel will not be called to split a shift.

2. The employee whose day off it is in that function, and then the employee in that job classification (Woodyard Process Operator or Process Support Operator) will be called in. (If he is not reached or is not available, proceed to Step 3.)

3. On-shift personnel in that job classification (Woodyard Process Operator or Process Support Operator) will be asked to stay over with the lowest overtime qualified employee being asked first, if possible. (If no one wants the overtime, proceed to Step 4.)

4. The off-shift employee in that function, and then the employee in that job classification (Woodyard Process Operator or Process Support Operator) will be called. (If he is not reached or is not available, proceed to Step 5.)

5. Qualified on-shift employees will be asked with the low overtime employee being asked first. (If no one wants the overtime, proceed to Step 6.)

6. The employee is stuck. If, however, he wants to be relieved, it will be his responsibility to get a qualified* on-shift employee in any job classification to stay over and relieve him.

Any additional work will be offered first, if possible, to the low overtime employee in that job classification. If the additional work is not part of the normal job duties of any particular classification, then the time will be offered to other qualified personnel, with the low overtime employee being asked first, if possible.

The intent of our overtime procedure is to cover unscheduled overtime; however, there will be occasions where management does have sufficient notice of absence of employees so that a rearrangement of the schedule can be made. We consider that more than 24 hours notice is sufficient to reschedule those affected. Depending upon the particular circumstances, this might require the floaters being used or individuals being required to work on their day off or employees affected to work 12-hour shifts.

* Qualified means: A person who is acceptable to Management, who has completed all the required training or break-in time and has satisfactorily performed the job.

** An employee must not leave his work station to secure a relief without the permission of the supervisor. He must also inform the supervisor as to who his relief will be.

Note:

When an employee bids or bumps into the Woodyard Department, their overtime is adjusted to equal the average of the high and low overtime employee. Low overtime records will be updated and applied on a weekly basis. The overtime sheet from the Time Office of the prior week will be used for overtime purposes.

(Revised 4/9/01)

WOODYARD HOLIDAY SCHEDULING

1. Two (2) holiday work lists will be kept for each Woodyard Crew. One for qualified Operators and one for qualified Support Operators. The crew foremen will be responsible for maintaining this list and contacting and scheduling the proper employees to work in a given function on the weekly schedule. It is understood that qualified Operators will be scheduled in Operator functions and qualified Support personnel will be scheduled in Support functions.

2. When an employee is on vacation or does not want to work on a holiday, they will go to the bottom of the list.

3. If everyone on a list turns down the opportunity to work, then the first qualified person(s) whose turn has come up on the list will be forced to work.

4. It is understood that when consecutive holidays occur that the scheduled employee will work all of holidays falling within a particular work week.

5. It is the intent of this rotation to attempt to equalize, as much as reasonably possible, the holidays worked by each employee. Because during any given year some employees will work consecutive holidays during a certain week, the holidays worked by every employee may not be equal.

6. Any employee that moves to a crew for whatever reason will go to the bottom of the rotation list. This would include changing crews, classifications within crews and coming into the department.

7. This new holiday scheduling sequence would be effective April 13, 1987.

August 26, 1976

To: All Supervisors

Re: Interpretation of the Curtailment Language

Following a discussion of the curtailment language, I am submitting for your information a definition and examples of the one, two and three day curtailments, together with some examples of placements in line with the curtailment.

I.	Curtailment Day	A day(s) when the working force is partially reduced within a department.
II.	Curtailment Period	Consecutive curtailment days. A. May run from one week to the next week
III.	Down Day	Any day(s) the entire working force within a department is off. A. Not counted as curtailment day. B. Does not terminate a curtailment period
IV.	Full Working Day	A day when the normal work force is scheduled. A. A full working day terminates curtailment period.

Examples:

(1)

M	T	W	TH	F	S	S
F	P	P	D	P	F	F

3 day curtailment

F = full working day
P = partial working day
D = down day

(2)

M	T	W	TH	F	S	S	M	T
F	F	F	F	F	P	D	P	F

2 day curtailment

(3)

M	T	W	TH	F	S	S	M	T
F	F	F	F	F	P	D	F	F

1 day curtailment

Objectives:

1. Keep qualified people on the jobs
2. Displace youngest people within a department
3. Place as many senior people as possible

Examples:

	Requesting Work Being Reduced	Employee Curtailed	
(1)	1 2 (3) 4 5	6 7 8 9 10	(3) not qualified for any job, he must be curtailed. #7, 8, 9, 10 – out
(2)	1 3 (5) 7 9	2 4 6 8 10	(5) not qualified – out #7,8,9,10 – out
(3)	1 (2) (6) 8 9	3 4 5 7 10	(2) & (6) not qualified– out #8, 9, 10 – out
(4)	1 2 3 4 5	6 7 (8) 9 10	(8) No one requesting assignment qualified to do the job. #5,6,7,9,10 – out
(5)	1 2 3 4 5 6	7 8 9 10 11 12	This example, as the other examples, are in line with the language in the contract placed by supervisors by qualifications and seniority

- Employees on their scheduled day(s) off may not exercise any curtailment rights under the Labor Agreement.

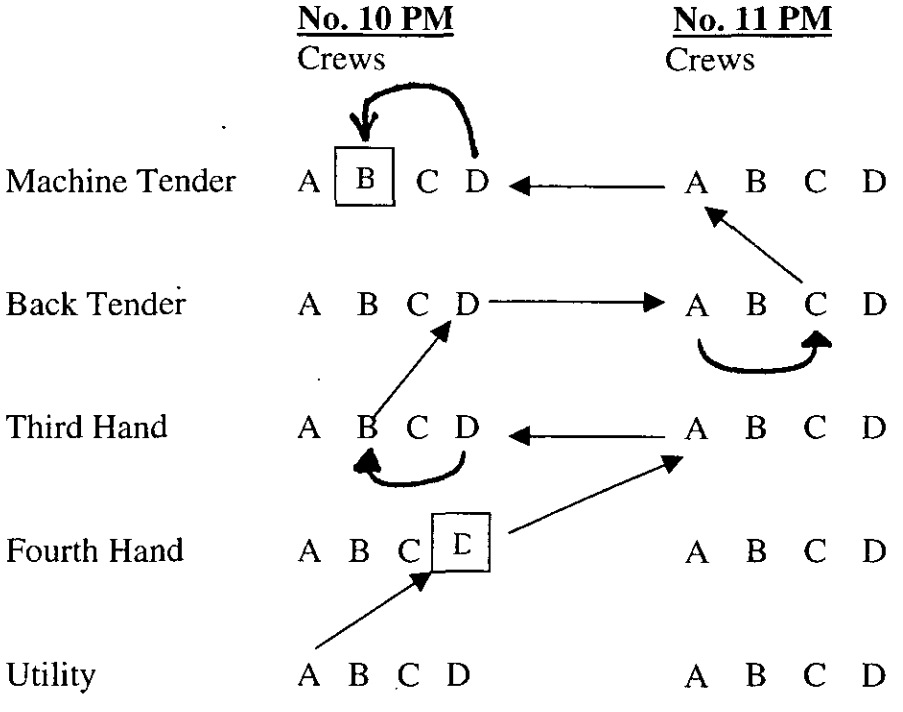
All of the above constitutes **no** change in the curtailment language as written in the contract.

EXHIBIT "D"
LINES OF PROGRESSION

1. Existing Lines of Progression

No. 12 Paper Machine

Crew Chief
|
Assistant Crew Chief
|
Machine Winder Operator
|
Assistant Machine Winder Operator
|
Fifth Crew Member
|
Sixth Crew Member
|
Utility #12



10 and #11 Paper Machine Lines of Progression

This change only applies to the filling of permanent vacancies. Temporary vacancies will continue to be filled by on-shift move-up.

When a permanent vacancy occurs on either #10 or #11 Paper Machines, the vacancy will first be offered to the employees within the classification on the machine where the vacancy occurs on the basis of seniority. The resulting vacancy will be offered, by seniority, to the employees within the classification on the other paper machine. The resulting vacancy then will be offered to the classification just below the originating vacancy, with both machines being considered as one classification. If the vacancy is not filled, from the classification just below the vacancy, the job will be offered on the basis of senior qualified to the next classification down in the Line of Progression, with both machines being considered as one Line.

When a force situation arises within the Line of Progression and the job must be filled, the job will be filled from #10 or #11 Paper Machine in the classification immediately below the originating vacancy, the junior employee in the classification in accordance with the labor agreement.

Rewinders

Lenox Winder Operator, #12

|

Assistant Lenox Winder Operator, #12

|

Lenox Winder Utility, #12

Carbonless

Automated Roll Wrap Operators A and B

|

Utility

No. 10 Coater

Machine Tender
|
Back Tender
|
Unwinder Tender (Splice)

No. 11 Coater

Machine Tender
|
Back Tender
|
Roll Tender #1 (Splice)
|
Roll Tender #2

Each of the Carbonless Rewinders has a line of progression from the entry level job of assistant operator to operator. Effective with the Agreement, any vacancy in the operator position on Phase I Rewinder will be filled by any of the assistant operators on one of the Phase I Rewinders by seniority. If no senior employee desires the job, then the least senior employee will be required to take the job. Likewise, any vacancy in a Phase II Rewinder will be filled by an assistant operator on one of the Phase II Rewinders.

When a vacancy occurs on a Carbonless Rewinder in Phase I, that vacancy shall be offered to the other Operators in order of their seniority on that Rewinder only. If none of the Operators on that Rewinder want that shift, the Company shall then offer the job, by seniority, to all assistant operators on the Rewinders in Phase I. If no senior employee desires the jobs, then the least senior employee will be required to take the job. Likewise, any vacancy in a Phase II Rewinder Operator job will be filled by the same procedure as outlined above. It is understood and agreed that employees may not move between Phase I and Phase II Rewinders in the above stated procedure.

No. 12 Coater

Machine Tender
|
Back Tender
|
Unwinder Tender (Splice)
|
Roll Tender

Rewinders

Rewinder Operator
|
Asst Rewinder Operator

Coating

Machine Tender, #21, #22
|
Reeler

Finishing

No. 1 Sheeter	No. 2 Sheeter
Sheeter Operator #1	Sheeter Operator #2
|	|
Packaging Operator #1	Packaging Operator #2

Utility Loader

No. 3 and 4 Sheeter (Folio)

Sheeter Operator

|

Sheeter Helper No. 1

Locomotive Department

Locomotive Operator

Assistant Locomotive Operator

Track Repair

Stock Preparation

Stock Prep Operator, No. 3 Mill (Trimbey Operator)

|

Stock Prep Helper, No. 3 Mill (Trimbey Helper)

Chemical Additive Operator No. 12

|

Assistant Chemical Additive Operator No. 12

Qualified Jobs, Third Step, Curtailment Sequence

Power Department

Senior Turbine Engineers
Turbine Engineers
Recovery Boiler Engineers
Steam Plant Engineers
Boiler Operators

Maintenance (Except Sanitation)

Pulp Mill

Brownstock Digester Operators
Brownstock Chemiwasher Operators
Whitestock Bleach Plant Operators
Whitestock R8 Plant Operators
Recaust Inside Operators
Recaust Outside Operators

Water Department

Environmental System Operators

GENERAL

Any job that would require a state or federal license.

On jobs requiring a CDL license any employee bidding or bumping onto one of these jobs would be required to obtain and maintain a CDL license.

3rd Step Bump Example: For example, an employee, an employee's experience and seniority would place them in a Fourth Hand position #12 Paper Machine if they had not bid to another position. The employee could exercise their previous department seniority and displace the junior person in the department. When a vacancy (Fourth Hand) occurs that the employee has the seniority and experience to perform, the employee will move to that position.

EXHIBIT E

MAINTENANCE RECONFIGURATION PROGRAM

Implementation of the Maintenance Reconfiguration Program will be modified as follows: The first year after ratification is the transition year to multi-craft maintenance:

*(6) Existing Journeymen cannot bid to apprentice openings.

A. Introduction

This reorganization program is designed to improve productivity and operating efficiency of the Maintenance Department at the Chillicothe Mill. The program depends upon skilled employees and a system that allows those employees to use those skills to their utmost ability.

B. **Classification Structure**

1. Within the Maintenance Department, there will be two skill areas - (1) Mechanical and (2) Electrical & Instrumentation.

2. The Mechanical skill area will have the following classifications:

   a. General Mechanic-Mechanical
      General Mechanic-Machining

   b. General Mechanic-Mechanical-Certified Welder
      General Mechanic-Machining-Feedwater/Turbine/Air Compressors/Air Conditioners (FTAA).

3. The E & I skill area will have the following classifications:

   a. General Mechanic-E & I

   b. General Mechanic-E & I-Drive Tech
      General Mechanic-E & I Turbine Room Electrician

   c. Journeyman Mechanic-Electrician
      Journeyman Mechanic-Instrumentation

Within the Maintenance Department there will be two (2) skill areas. Specialized jobs have been developed and will be bid as openings become available or new specialized jobs are created.

The Mechanical skill area will consist of the following specialized jobs:

- Heavy Equipment Operator
- Garage Mechanic
- Woodyard Knife Grinder
- Lubrication
- Pump Repair
- Valve Repair
- Steam/Air/Safety SAS

The Mechanical E & I skill area will consist of the following specialized jobs:

- Elevator Repair
- Motor Repair
- Fire/Sprinkler
- Heating/Ventilating/Air Conditioning (HVAC)

The Machining skill area will consist of the following specialized jobs:

- Roll Grinding

General Mechanic E/I and E/I Apprentices

The Company will develop and provide training to General Mechanic E/I and E/I apprentices in one or more of the following areas:

- **HVAC**
- **Drives/PLC**
- **High Voltage/Switchgear**
- **DCS Instrumentation**
- **Hydraulics/Pneumatics**

Due to the specialized nature of the training, the Company will post a notice of the intended training and the General Mechanic E/I and E/I apprentices can sign up to indicate their interest. General Mechanic E/I and E/I Apprentices will be scheduled to attend the training based on the applicability to their respective area(s) of work and based on the overall needs of the Company in relation to that particular skill. Employees will be compensated the $.25 upon successful completion of their respective training.

General Mechanic E/I's who began their apprentice program since March 1996 will be provided first opportunity to indicate their interest for the proposed training. Training for current E/I employees in the Apprentice

Program will have the necessary training included within their apprentice training curriculum.

The E/I skill area mechanics will be given the opportunity based upon maintenance seniority to obtain training in one of the identified areas and will be compensated upon successful completion of the training ($.25 per hour).

(Note: E/I Maintenance employees will be offered an initial opportunity to receive training in one of the identified areas. If an E/I Maintenance employee elects to forgo the training during the initial offering, they will not be offered the training again until such time as the original group has completed the training. (Training will be completed within 36 months of ratification).

C. **Department Structure**

The Company shall have the right to define Maintenance areas. These areas will be treated separately for bidding, bumping, and overtime. Whenever bidding or bumping situations arise, Maintenance Mechanics will be afforded the necessary training in order to fill that position within their Maintenance classification.

In the event major areas or shops are created within the Maintenance Department, openings will be filled through the bidding procedure.

All Maintenance employees will be expected to perform any task they are capable of performing safely.

The Mechanical skill area mechanics will be given the opportunity based upon maintenance seniority to obtain structural welding and will be compensated upon successful completion of the training ($.25 per hour). (Note: Maintenance employees will be offered an initial opportunity to receive structural welding training. If a maintenance employee elects to forgo the training during this initial offering, they will not be offered the training again until such time as the original group has completed their training.) Training will be completed within 36 months of ratification.

It is understood that structural welding is a prerequisite to mechanics becoming a Certified Welder.

Major Area 1

A.	#12 Paper Machine	TWM
B.	Finishing	FIN
C.	3-Mill	TML
D.	Carbonless	CCL
E.	Carbonless, 3-Mill, E&I	CTS

Major Area 2

A.	Pulp Mill	PMP
B.	Powerhouse	PWR-HVAC/S.A.S/FTAA
C.	Woodyard	WYD

Major Area 3

A.	Tour	TUR

Major Area 10

A. Machine Shop
B. Roll Grinding
C. Valve Shop
D. Pump Shop
E. Garage
F. Heavy Equipment Operators
G. Elevator Repair
H. Motor Shop

D. MAINTENANCE OVERTIME PROCEDURE

When overtime occurs, the following procedures will apply:

1. Job Continuation (if applicable)
2. Exhaust the volunteer shop rotation list
3. Force the junior mechanics in the shop
4. Exhaust the volunteer area rotation list
5. Force the junior mechanics in the area
6. Exhaust the volunteer General Maintenance rotation list
7. Force the junior mechanics on the General rotation list

If he/she requests to be relieved, the weekly rotating overtime list (Blue Card) will be utilized. If relief is not secured, the employee(s) working that job will be required to stay.

A) Each Maintenance employee including apprentices shall be able to signify their availability for overtime during that day by handing their supervisor a blue card prior to 7:15 on that day.

B) All those employees who have signified their intent to work overtime at the end of their regular tour of duty (1) may not change their mind unless there is an emergency, and then only with permission of the area supervisor; and (2) must be available for assignment until they are released by the scheduled quitting time (normally three o'clock).

Supervision will maintain and post a weekly rotation overtime list. Assignments for overtime will be from the weekly overtime list in the following order: shop, major area, and general maintenance.

In order to expedite scheduling of shutdown, notice of scheduled work will be posted and maintenance employees outside of the area may bid on the available work in order to supplement the shop and/or area crews. This will only apply to shutdowns scheduled prior to the issuance of the weekly planned work schedule.

START-UPS

Start –up crews will be selected by shop rotation from employees assigned to the shutdown.

Mechanics transferred to the area for the shutdown will be placed at the bottom of the rotation list by department seniority for start-up purposes only. Maintenance employees who are assigned to the shutdown after 7 a.m. will go to the bottom of the start up list.

Senior shop employees assigned to the shutdown electing to work the start-up will have the opportunity to work the shift of their choice.

In order to meet manpower requirements, the least senior shop mechanic assigned to the shutdown will be forced.

It is understood that situations may arise which would require management to designate specific individuals to work overtime on a job or shift which requires special knowledge or skill.

16 HOUR RULE

No maintenance employee(s) will be permitted to work more than 16 hours in a (24) hour period.

If an employee loses time as a result of the 16 hour rule, the employee and the Company will select a mutually convenient time within the next seven (7) days to make the employee whole.

TOUR RELIEF PROCEDURE

The first day an employee calls in sick, etc. the employee he is scheduled to relieve will be stuck and if needed, will have the following options:

1. Work the additional eight (8) hours.

2. Work an additional four (4) hours, this is conditional acceptance, depending upon whether the off-shift employee will come in four (4) hours early.

3. Have the off-shift employee called to work the entire eight (8) hours.

4. Call the employee whose day off it is to work the entire eight (8) hours.

5. Get a qualified employee on tour to relieve you, subject to the supervisor's approval.

6. The employee is stuck.

If it is learned that the employee will not be back the next day, or for the remainder of the week, and there is sufficient time to reschedule, the employees in his particular relief group will be rescheduled for 12 hour shifts.

TOUR OVERTIME EXCEPTION

When a tour employee is assigned to the "Day Maintenance Organization" as part of their normal schedule, he is eligible for overtime under the "Day Worker's" overtime procedure, being placed at the bottom of the rotation list.

The following exceptions apply to the above:

A. Selection of the "Tour" employee will be consistent with the Day Overtime Agreement (Assignment).

B. Tour personnel's first obligation is Tour assignment. Therefore, in case of conflict, the conflict will be settled by a management decision. (When relief does not report.)

C. Company will continue to attempt to minimize overtime.

MAINTENANCE TOUR VACATION/SICKNESS RELIEF PROCEDURE

Where tour Vacation/Sickness relief jobs are bid, the following procedure will apply.

When it is known in advance that a vacancy(s) will occur:

1. A notice will be posted for a volunteer to fill the vacancy(s) (preferably on Monday of the preceding week.) The volunteer(s) must be qualified and not require break-in. The bid Vacation/Sickness relief employee will be required to fill the vacancy, if available.

2. If more than one vacancy occurs within the tour group, the Company will use the Vacation/Sickness relief employee and will ask for qualified volunteers by seniority or force the junior qualified employee(s), as necessary, to avoid working 12-hour shifts.

In the event there is not enough time to post a notice for a volunteer(s), the Company will fill the vacancy(s) by using the bid Vacation/Sickness relief employee first and forcing the junior qualified employee(s), as necessary, in order to fill the vacancy(s).

CALL-IN PROCEDURE

A. The Time Office will be notified by the previous Friday of any personnel changes in the classification. This will be noted on the weekly schedule.

B. A "Will Respond" call-in list comprised of volunteers will be established as follows:

1. The employees on this list will be called from the call-ins lists in the following order:

- **Shop**
- **Major Area**
- **Gen. Maintenance**
- **Tour list**
- **Apprentice**

2. Employees will be allowed to add their names to or remove their names from the call-in list once every three (3) months.

3. If an employee on this list is called and contacted, he must respond to the call-in. Failure to respond to a call-in will result in an employee's name being removed from the list category from which he was called and all "Will Respond" lists below that from which he was called for the remainder of the three (3) month period.

   Note: The only exceptions to this procedure will be when:

   a. The employee has small children at home and he is the only parent at home.
   b. The employee is sick or incapacitated.

c. In the case of serious illness or death among the members of his immediate family.
d. If an employee is at work

C. All employees on the "Will Respond" list will be rotated for the following reasons:

a. He is contacted and agrees to come in
b. He is called and the telephone number is not the correct one
c. The employee is called, but there is no answer
d. He worked over and just got home and refuses to come back in

D. Employees on the "Will Respond" list will not be rotated for the following reasons:

a. Their line is busy
b. They are working over
c. They are on vacation
d. They are absent from work due to extended illness, death. etc. (When an employee is off sick for the day and he is called, he will be rotated, if he refuses the time.)

E. There may be occasional situations where the regular call-in procedure may be set aside and a specific individual is required providing that the individual possesses:

1. A particular knowledge by virtue of his working on the same or similar job recently, or

2. Specialized training or experience

F. A "volunteer" call-in list comprised of volunteers from the General Maintenance employees will be established to assist qualified journeymen from the "Will Respond" list. These employees on this list responding to the call-ins will be eligible for "Will Respond" pay.

G. It is understood that after an apprentice has been an apprentice for one year, he will be considered a general mechanic for overtime and "Will Respond" list purposes. An apprentice will not be permitted to work alone unless accompanied by a journeyman during the first year of their apprenticeship.

EXTRA CREW OR EXTRA PEOPLE ASSIGNED TO MAINTENANCE

A. It is clearly understood that the Distribution of Overtime Maintenance Department procedure does not apply to extra crew or extra people assigned to Maintenance except in the following cases:

1. When such an employee would have continuation rights to the job.

2. When such an employee is scheduled for overtime.

TRAINING/APPRENTICESHIP PROGRAM

1. All apprentices with more than two years in the current apprenticeship program will be promoted to a Journeyman Mechanic in their craft upon graduation. All apprentices with less than two years in the current apprenticeship program will be enrolled in one of the General Mechanic Training Programs. Current Journeyman Mechanics will not be entitled to enter the Apprenticeship Program. These apprentices with less than two years will be permitted to elect for another Apprenticeship Program by April 1, 1996.

2. The Training/Apprenticeship Program has been redesigned with the following features:

   a. There will be two programs - Mechanical and E & I.

   b. The applicant must complete the entrance tests for entrance into the maintenance department, and the applicant must have completed the required course materials (equivalent to the first two years of the current apprenticeship program) prior to entering the program. All applicants who achieve the cut-off score on the maintenance entrance tests will be eligible to complete the pre-training materials for entrance into the applicable Apprenticeship Program. The applicant can test out of each of the pre-entrance courses by passing the applicable test for each course.

   c. Apprentices will attend class on their own time. Wages will start at 80% of the General Mechanic rate with 5% step increase every 6 months until 100%.

   d. The trainee will be required to pass competency tests (written and hands on) every 6 months.

   e. Each employee will have only one apprenticeship training opportunity. There will be no transfer between programs. Entrance will be limited to employees ages 18 to 50.

   f. The Apprenticeship Committee will function as an advisory group.

   g. All other standards set forth in Article XI, Section 14, A. for entering the Maintenance Department will be maintained.

h. A detailed outline of the Apprenticeship Program is attached as Exhibit A.

3. It is not the intent of the Company in revamping the apprenticeship program to deny those employees who have already qualified for entrance into the Maintenance Department the opportunity to become apprentices. Also, the Company recognizes the value in obtaining qualified maintenance personnel from it existing workforce rather than through hiring from the outside. Therefore, the Company will endeavor to fill vacancies in the apprenticeship program and positions for general mechanics from existing qualified candidates within the workforce before hiring from the outside.

Openings in the Apprenticeship Program will be posted according to the skill area - either mechanical or E & I, and the opening will be awarded to the senior employee in the Maintenance bid box who has successfully completed all of the pre-training requirements for entrance into that skill area of the apprenticeship program where the opening exists.

If none of the employees in the maintenance bid box have successfully completed all of the pre-training requirements for entrance into the skill area where the apprentice opening exists, then the apprenticeship will be offered to the most senior employee in the maintenance bid box who has successfully passed the maintenance entrance exam and who is interested in entering the skill area where the apprenticeship opening exists.

This apprentice will be required to complete all of the pre-training requirements for that skill area. As with all employees, these pre-training requirements will be completed on the apprentice's own time. In order to continue in the apprenticeship program, the apprentice will be required to meet certain minimum requirements every six months toward completion of his pre-training requirements.

This apprentice will enter the program at 80% of the rate for a general mechanic in the required skill area. The apprentice will remain at that rate until he passes the pre-training schooling and advances to the next pay rate in the apprenticeship program.

The provisions of this Maintenance Reorganization Program supersede any conflicting provisions of the Labor Agreement including any prior side agreements, written or oral understandings, rules, commitments, practices, grievance settlements and arbitration awards.

ATTACHMENT B to EXHIBIT E

MAINTENANCE REORGANIZATION

APPRENTICESHIP PROGRAM

SECTION 1 DEFINITIONS

A "Company"
The Mead Corporation

B "Apprentice"
A person who has been accepted into an apprenticeship by the employer to learn the trade in accordance with these standards.

C "Apprentice Supervisor"
The person designated to perform the duties outlined in these Standards of Apprenticeship.

D "Certificate of Completion"
A certificate evidencing that the apprentice has successfully completed the requirements of apprenticeship.

E "Standards of Apprenticeship"
The terms and conditions of employment and training as outlined in these standards.

F "Committee"
Committee shall mean the Joint Apprenticeship Committee organized under these standards.

G "Pre-Training"
Training which is required to be completed before entering an apprenticeship.

H "Pre-Training Equivalency Exam"
Test determining if an applicant possesses the pre-training skills and knowledge.

EMPLOYMENT STANDARDS

SECTION 2 QUALIFICATIONS FOR APPRENTICESHIP

A Age: All applicants will be less than fifty (50) years of age and be at least eighteen (18) years of age.

B Education: Must be high school graduate (trade, technical, GED or equal). Must successfully complete Mead's pre-training requirements which includes a comprehensive exit exam or pass the pre-training equivalency exam.

C Aptitude: All applicants will be required to achieve the cut-off (passing) score for the aptitude tests given by Mead for each maintenance classification.

TRAINING STANDARDS

SECTION 3 TERM OF APPRENTICESHIP

The term of apprenticeship shall be governed by the Company.

SECTION 4 WORK SCHEDULE(S)

All apprentices will be given daily assignments through the area to which they are assigned. An apprentice will not be allowed to work past 11 PM any day(s) preceding a school day.

Classroom schedules will be coordinated through the Maintenance Department.

SECTION 5 WAGE SCHEDULE

As spelled out in Labor Agreement.

SECTION 6 RELATED INSTRUCTION

Apprentices are required to attend all scheduled classroom sessions for their apprenticeship. If an apprentice misses scheduled classroom session(s) for non-work related reasons, the apprentice will make up the class session(s) on their own time.

SECTION 7 SUPERVISION

Apprentices shall be under the general direction of the supervisor or designee to whom they are assigned for training or work.

SECTION 8 PERIODIC EVALUATION

To be advanced to the next step and maintained in the program an apprentice must:

1. Have completed all classroom work and assignments for the given step.
2. Have a satisfactory performance evaluation completed by their supervisor and turned into the apprentice coordinator.
3. Have successfully passed all hands on and written evaluations for the period.

SECTION 9 CERTIFICATE OF COMPLETION OF APPRENTICESHIP

When an apprentice has satisfactorily completed apprenticeship requirements, they will be issued a Certificate of Completion of Apprenticeship.

SECTION 10 JOINT APPRENTICESHIP COMMITTEE

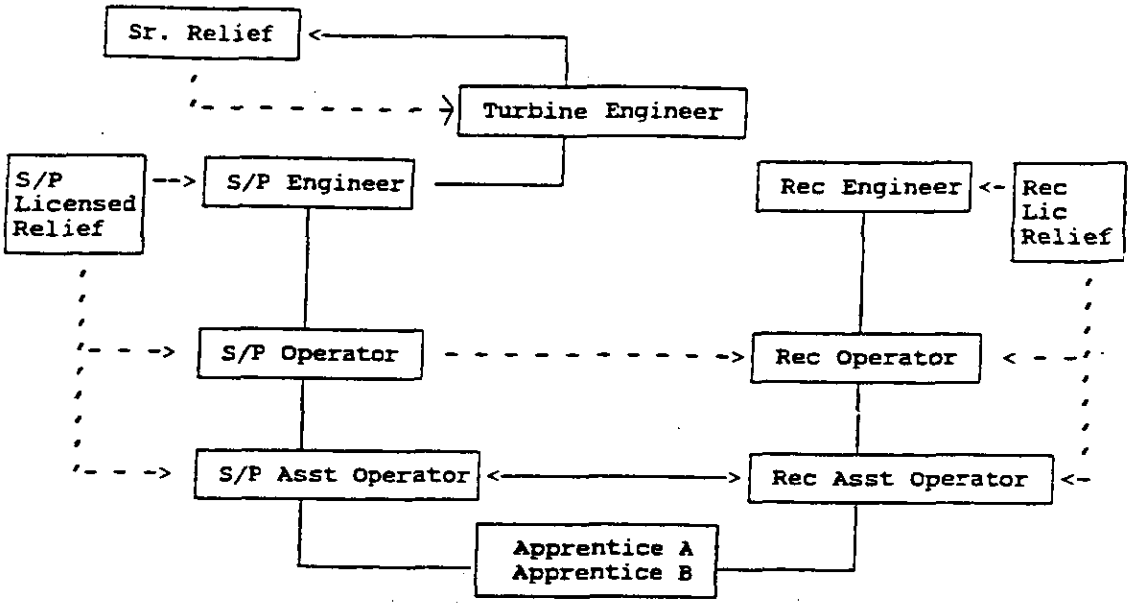
A **The Apprenticeship Committee for Local 731 will consist of six (6) members. Three (3) members will represent the Company and three (3) members will represent the Union.**

The Apprenticeship Committee will interview potential candidates, monitor progress, administer the program and other matters affecting the successful operation of the program. This committee will take effect upon ratification of the Collective Bargaining Agreement.

EXHIBIT F

POWER LINE OF PROGRESSION

This diagram represents the movement allowed in the Line of Progression to fill in for temporary vacancies less than 90 days, vacations, sickness, absenteeism, etc.



The S/P licensed relief shall carry the same rate as the S/P Engineer, regardless of the job performed. The Recovery licensed relief shall carry the same rate as the Recovery Engineer regardless of the job performed.

The Sr. relief classification is an additional relief for the department as necessary. The successful bidder will come from the Turbine Engineer's classification and shall be paid the current Sr. Turbine Engineer's rate.

Permanent vacancies and temporary but over 90 days vacancies shall be filled by bid. If there are no successful bidders through the procedure listed below, then the vacancy shall be filled by forcing the junior employee as stated below. Awarding of jobs is determined by qualifications and seniority.

CLASSIFICATIONS CONSIDERED FOR BIDDING PERMANENT VACANCIES AND TEMPORARY VACANCIES BUT OVER 90 DAYS:

Vacancy	Classifications considered
Sr. Turbine Engineer	Turbine Engineer
Turbine Engineer	Steam/Power Engineer Steam/Power Licensed Relief Steam/Power Operator
5 & 6 Boiler Engineer	7 & 8 Engineer Steam/Power Licensed Relief Steam/Power Operator Steam/Power Asst Operator
7 & 8 Boiler Engineer	5 & 6 Engineer Steam/Power Licensed Relief Steam/Power Operator Steam/Power Asst Operator
Steam/Power Licensed Relief	Steam/Power Engineer Steam/Power Operator Steam/Power Assistant Operator
5 & 6 Boiler Operator	7 & 8 Boiler Operator Steam/Power Licensed Relief Steam/Power Assistant Operator *** Recovery Assistant Operator
7 & 8 Boiler Operator	5 & 6 Boiler Operator Steam/Power Licensed Relief Steam/Power Assistant Operator *** Recovery Assistant Operator
5 & 6 Boiler Assistant Operator	7 & 8 Boiler Assistant Operator Recovery Assistant Operator Apprentice A

7 & 8 Boiler Assistant Operator		5 & 6 Boiler Assistant Operator Recovery Assistant Operator Apprentice A
Recovery Engineer		Recovery Licensed Relief Recovery Operator Recovery Assistant Operator
	*	Steam/Power Engineer
	*	Steam/Power Operator
	*	Steam/Power Licensed Relief
Recovery Licensed Relief		Recovery Engineer Recovery Operator Recovery Assistant Operator
	*	Steam/Power Engineer
	*	Steam/Power Operator
	*	Steam/Power Licensed Relief
Recovery Operator		Recovery Licensed Relief Recovery Assistant Operator (Preference if qualified, over Steam/Power)
	**	Steam/Power Operator
Recovery Assistant Operator		Steam/Power Assistant Operator Apprentice A

* Must have previously held and qualified on Recovery Operator position

** Must have previously held and qualified on the Recovery Assistant Operator position.

*** In order for an Assistant Operator in Recovery to be able to successfully bid on an operator job on the Steam Power side, he must meet all qualifications for that operator job.

The bid box will only be used to fill Apprentice positions that have not been filled by a bid from the Power Department.

All classifications considered for a vacancy will be looked at as a single group with the job being awarded to the most senior person within the group, provided the individual has all the qualifications to do the job.

The junior qualified person within the "classification considered" group will be forced if no one bids on the job.

Note: An employee desiring or forced to an Engineer's or Licensed Relief job must be trained and qualified as an Operator before being awarded or assigned to the classification.

Entry into the Line of Progression will be through the Assistant Operator position. An Assistant Operator will retain the highest Assistant Operator rate for which he is qualified.

The Power Apprentice Program shall be made up of two classifications, Apprentice A and Apprentice B. Apprentice B is created to provide employees an opportunity to work on/around the boilers in order for them to have an opportunity to secure a boiler operator's license.

Once an Apprentice B secures the boiler operator's license, he/she shall be promoted to Apprentice A. The Apprentice classification is designed to perform the duties on/around the boilers, relief for Assistant Operators (license required) and other miscellaneous duties as assigned.

A Power Department apprenticeship committee (two power house employees, two management employees) shall monitor and make recommendations as to the administration of the apprenticeship program. The committee shall develop standards for entrance into the program, progress within the program and requirements needed to be fulfilled to be promoted to Assistant Operator. The committee will develop and monitor the process by which employees secure both the Boiler Operator and Engineer's License. In case of an unresolvable dispute, the Manager of Utilities shall cast the deciding vote to resolve the issue.

Employees wishing to learn and qualify on a higher rated classification must signify their intentions in writing to the Manager of Utilities. If possible, the Company will train that person on the requested classification. Training will be dependent upon availability and needs of the Power Department. Assignment of training will be determined by seniority, on-shift within a classification. It is understood that once said employee qualifies on the classification he/she shall receive a wage rate equal to his/her current rate plus 50% of the difference between his/her current rate and the next higher rate in the line of progression. When he/she performs the higher rated classification in which he/she is qualified, he/she shall receive the rate of the job performed. When needed, said employee agrees to accept assignment to the classification. Refusal will result in loss of the higher rate.

If there is an insufficient number of Apprentice A employees with a boiler operator's license to fill permanent or temporary but over 90 days Assistant Operator vacancies, said vacancy will be bid under the terms of the labor agreement.

EXHIBIT "G"

PULP MILL REORGANIZATION

1. Pulp Mill job classifications of Chief Operator/Utility, Pulp Mill Operator and Service Group have multiple functions as follows:

   Functions: "A" - White Stock (Bleaching/Chem. Prep)
   "B" - Brown Stock (Chemi-Washer/Digester)
   "C" - Lime Kiln/Recaust - Inside/Outside

   Employees in Lime Kiln/Recaust inside function and outside function will normally be scheduled to rotate on a weekly basis.

2. The Pulp Mill job classifications are listed as follows:

   a) Pulp Mill Operator (A, B or C)
   Service Group Operator (A, B or C)
   Pulp Quality Tester
   Chemical Unloader
   Clean Up/Utility

   b) The Cleanup, Chemical Unloader and Pulp Quality Tester classifications are non-group assigned functions.

   c) The Service Group Operator classification must be trained and qualified on the Pulp Quality Tester position prior to training in the Pulp Mill Operator classification in the respective area A, B or C. Once qualified in Pulp Quality Tester position, the employee shall receive the top Service Group Operator rate provided in the wage scale when training in the Pulp Mill Operator classification has commenced. Training in the Pulp Mill Operator classification will commence within thirty (30) calendar days once qualified on Pulp Quality Tester position.

   The rates of pay for these jobs are contained in Exhibit "B" Wage Scale.

3. Pulp Mill Organizational Requirements

a) The Service Group classification will provide relief to the Pulp Mill Operator classification in his primary area of responsibility.

b) A Service Group employee who is required to moveup to Pulp Mill Operator shall receive the appropriate rate of pay if the moveup is for eight (8) hours or more.

c) The Service Group will provide relief to Cleanup, Pulp Quality Tester and Chemical Unloader classifications.

d) In the event a function is permanently eliminated from a job classification, the least senior employee(s) in the job classification will be curtailed and permitted to exercise his bumping rights under the contract. The Company will provide training to senior employees, if necessary, to qualify for functional assignments.

e) The normal time limit to train in a function is two (2) months. Training will be continued beyond two (2) months but no more than four (4) months if a trainee is progressing satisfactorily.

4. Weekly Schedules:

a) Weekly work schedules will be posted in a timely manner.

5. Training

a) Training activity shall be conducted at levels consistent with efficient operation of the Pulp Mill. Determination of training sequence shall be on a seniority basis by shift.

6. Temporary Vacancies

a) Temporary job posting provisions do not apply in filling temporary vacancies created due to sickness, injury, leave of

absences, or other reasons. Such vacancies will be filled in the Pulp Mill Operator classification by on-shift moveup of the qualified Service Group Operator employee in the primary function. A temporary vacancy in the Pulp Quality Tester will be filled by on-shift moveup of the available senior qualified Service Group employee.

If a vacancy in the Pulp Mill Operator classification exceeds ninety (90) calendar days, the vacancy will be filled as listed above.

b) Temporary vacancies in excess of ninety (90) days in the Chemical Unloader classification will be bid to the Service Group classification only. If no Service Group employee bids the vacancy, the junior qualified Service Group employee will be forced. Any resulting vacancies will be filled as follows: Recall of any curtailed employees, mill bid box and then extra crew, as appropriate.

c) The junior available Service Group person will provide vacation relief in the Chemical Unloader classification.

7. Permanent Vacancies

A. OPERATOR VACANCIES:

1) When a permanent vacancy in the Pulp Mill Operator job classification occurs, the vacancy will first be offered to the remaining Operators, in Department seniority order, in the area (Whitestock, Brownstock, or Lime Re-Caust) as a shift preference move.

2) Then, the position opening shall be posted for bid among all incumbent Pulp Mill Operators and shall be awarded on the basis of Department seniority.

3) The resulting vacancy; or, if no Operators bid upon the vacancy, shall be filled by assigning a Service Group Operator from the area in which the vacancy exists to the open position. The position shall be offered to the Service Group Operators in the area on the basis of their Department seniority. If no one accepts, the least senior

employee in the classification in the area will be permanently assigned to the job.

B. SERVICE GROUP OPERATOR VACANCIES:

1) When a permanent vacancy in the Service Group Operator job classification occurs, the vacancy will first be offered to the remaining Service Group Operators, in Department seniority order, in the area (Whitestock, Brownstock, or Lime Re-Caust) as a shift preference move.

2) Then, the position opening shall be posted for bid among all incumbent Pulp Mill Operators and shall be awarded on the basis of Department seniority.

3) Then, the position opening shall be posted for bid among all incumbent Service Group Operators and shall be awarded on the basis of Department seniority. A Service Group Operator will be required to complete his/her training before they will be released to another Pulp Mill position.

4) In the event there are no bids from among the Operators, the position shall be advertised for bid among the non- attached personnel within the Department.(Pulp Quality Tester, Chemical Un-loader, or Clean-Up Utility)

5) In the event there are no bids from among this group of personnel, the position shall then be filled in accordance with the provisions of Article XI, Section 5, Increases in the Working Force, A., Permanent.

C. All other permanent vacancies in the Pulp Mill Department shall be filled in accordance with Article XI, Section 5, Increases in the Working Force.

In the event of a reduction in the working force, the Company will follow the procedures in Article XI Section 8 (A) (2) as they appear in the body of the 2000 Collective Bargaining Agreement. If a Line of Progression is created in the Pulp Mill in the future, Article XI Section 8 (A) (1) shall apply.

Additional Training

The company would provide employees employed in the Pulp Mill the opportunity to train on functions other than those that are currently in or have previously qualified on.

Employees interested in being able to train must signify their interest in writing by May 1,2001, stating the function(s) they wish to be trained on.

A list of interested employees will be compiled and employees will be trained on the same crew of which they are a member. In the event there is more than one person on a crew desiring training in a different function, the most senior person expressing interest will be trained first on the crew.

Employees will be trained on their crew as operational conditions on that crew permit. Though an employee may sign up for more than one function to be trained on, he/she will only be trained on one function at a time.

In order to be qualified in another function, the employee being trained must meet the qualifications for that function.

The Company proposes the following wage modification in the Pulp Mill:

> **Service Group Operator rate is modified to $22.38 effective upon ratification. Any wage increase agreed to for 2000 will be applied to this rate.**

EXHIBIT "H"

QUALITY ASSURANCE

1. The current units (Technical Service and Inspection and Test Print Shop) will be combined into one department known as Quality Assurance. Employees will maintain department and Company seniority.

2. Job vacancies will be bid in accordance with Article XI, Seniority. If a vacancy is not filled within the department, the vacancy will be filled by employees with recall rights, then the bid box.

3. In curtailment situations, employees shall exercise their seniority in accordance with Article XI, Seniority.

4. It is understood relief employees may be trained and assigned to jobs or work outside of their respective relief group to meet operating needs and permanent relief assignments will be changed as operating needs dictate.

5. The base rate for relief employees will be equal to the lowest rated job in their respective relief group. Relief employees will be paid at their base wage rate or the rate of the job performed, whichever is greater.

The relief/utility positions indicated for the Technical Service and Quality Assurance job groups will be considered primary coverage for those job vacancies. The other relief position in the group (if one exists) will be considered secondary coverage.

Note: The relief/utility positions indicated are for the Quality Assurance Department. Any job vacancy within these relief/utility positions will be bid by Quality Assurance seniority.

The current relief positions for Technical Service, Inspection and Test Print shall be re-titled Quality Assurance Relief. The current relief positions are as follows:

QUALITY ASSURANCE RELIEF POSITIONS

POSITION	RELIEF FOR
QA/Utility	Spec. Prod. Inspector #12 Coater Carbonless Senior Quality Inspector A & B Carbonless Systems Auditor I Paper Mill Tester

QA/Utility A	Inspector, Roll Fin & Whse #3 Mill Inspector Carbonless Systems Auditor III
QA/Utility B	Carbonless Systems Auditor II Paper Machine Inspector #12 Carbonless Systems Auditor IV-V
QA/Utility C	Tour Technician, #12 Machine Paper Mill Technician, #12 Machine Process Control Tech, #12 PM & #3 Mill
QA/Utility D	Fuel Sampler Utilities (Power) Technician Raw Materials/Woodyard Tech
QA/Utility E	Test Print Utility Tester Offset Press Operator Special Tester

ITEMS FOR INCLUSION IN THE MEMORANDUM OF AGREEMENT FROM PREVIOUS YEARS. THESE ITEMS WILL NOT APPEAR IN THE BODY OF THE CONTRACT.

A. The Woodyard Agreement reads as follows:

1. Job Classification

a) Woodyard job classifications have multiple functions as follows:

Job Classifications
Woodyard Process Operator

Functions: Chipper/Barker
Waste Fuel
Slasher
FWD

Process Support Operator

Functions: Mobile Equipment Operator
Chip Storage
Screen Room

2. The Woodyard rate schedule effective 7:00 a.m., May 13, 1991 is as follows:

a) Qualified Number of Functions

Rate Category	Learned	Rates
Woodyard Process Operator		
I	7	$16.96
II	6	$15.75
III	5	$14.84
IV	4	$14.54
Process Support Operator		
V	3	$13.82
VI	2	$13.40
VII	1	$13.09

Base starting rate in the Woodyard will be $12.85.

b) Rates are based on the number of functions for which employees are qualified.

c) Woodyard Process Operators must qualify in all functions.

d) Process Support Operators must qualify in all Process Support functions and two Woodyard Process Operator functions. The Process Support Operator rate is limited to Rate Category III while working as a Process Support Operator.

e) As an employee learns different functions and achieves higher pay levels, he is expected to perform the tasks for which he is qualified and trained as assigned.

3. Woodyard Organization Requirements

a) At the onset of the program, all employees currently assigned to the Process Support Operator job classification on the effective date of the Woodyard startup will be paid the rate of $12.00 per hour; employees assigned to the Woodyard Process Operator job classification will be paid at the rate of $13.00 per hour. These rates will become effective at 7:00 a.m. on the date of the Woodyard startup or September 30, 1985, whichever occurs first. Employees assigned to the Woodyard Process Operator job classification will be paid at the Rate Category Level I when they are qualified on seven (7) functions or four (4) months following the Woodyard startup, whichever occurs first.

b) No employee is certified as qualified in any function at the onset of the program.

c) An employee shall not receive the rate category pay level for learning a given function(s) until training has been completed and the employee has been certified as fully qualified.

d) The Process Support Operator classification provides support functions and backup as a feeder source of employees to fill vacancies in the skilled functions of Woodyard Process Operator.

e) The startup formation of crews will be by shift on a seniority basis.

f) Process Support Operators on a shift may be assigned training in a function(s) as required to balance the available skills on a given shift.

g) Shift preference will be offered in order of seniority within the job classification where the vacancy occurs.

h) Woodyard work schedules will be on a southern swing schedule.

i) Woodyard department employees will be assigned to rotate on a weekly basis to a function within their job classification.

j) Woodyard Process Operators and Process Support Operators will assist on all tasks as needed. Process Support Operators must qualify on all Process Support Operator functions in order to qualify for Woodyard Process Operator.

k) Woodyard Process Operators and Process Support Operators will be expected to perform unskilled maintenance work on their equipment and provide assistance to maintenance employees when operating conditions dictate.

4. Weekly Schedules

a) Functional assignments will normally be for full weeks on the departmental work schedule for the Woodyard. For purposes of Article XII, Tour and Day Workers, Section 1, Tour Workers, an individual's mate for relief purposes will be identified from week to week on the department work schedule. Functional assignments will not require crossing of shifts, except as provided in Article XIII, Temporary Transfers.

b) Weekly work schedules will be posted in a timely manner.

5. Training

a) The training program consists of on-the-job training by a qualified operator. Training will be supported by training guides, manuals, vendor presentation, classroom instruction, checklists and review by supervision. When the trainee feels he can qualify in a function and his supervisor agrees, the trainee will be reviewed. The Woodyard superintendent makes final decisions for qualifications.

b) Management is committed to providing training opportunities for skills pay advancement within the established classifications. Training activity shall be conducted at levels consistent with efficient operation of the Woodyard. Determination of training sequence shall be on a seniority basis by shift by function.

c) An employee assigned to the Process Support Operator classification is required to train and become fully qualified in all Process Support functions and at least two (2) Woodyard Process Operator functions.

d) Employees will be assigned to staff short-term vacancies for any functions for which they are qualified. Functional skills will be maintained by temporarily assigning employees to job functions for which they have qualified. Employees will be assigned to replace other employees in training or employees who are temporarily assigned to maintain their skills.

e) Any employee that is inexperienced on the equipment or function will receive a minimum of five (5) work days and a maximum of thirty (30) work days training to certify on any one operation work assignment. Those employees requiring more training will be afforded more training provided satisfactory progress is being made.

6. Permanent Vacancies

a) A permanent vacancy shall be filled as follows:

1) The Vacancy shall be bid in accordance with Article XI, Seniority, Section 5, Increases in the Working Force, A Permanent.

2) Woodyard Department seniority shall determine the successful bidder from the Process Support Operator classification who has achieved at least Rate Category IV for a vacancy in the Woodyard Process Operator classification. The junior employee in the Process Operator classification qualified at Rate Category Level IV shall be assigned to the vacancy where no bids are submitted.

3) Where permanent vacancies are to be filled in the Process Support Operator classification, such assignments will be made in the following sequence: the recall of any curtailed employees, the mill bid box and then extra crew as appropriate.

7. Temporary Vacancies

a) Temporary job posting vacancies do not apply in filling temporary vacancies created due to sickness, injury, leave of absence, or vacations, etc. Such vacancies will be filled in the Woodyard Process Operator classification by seniority through on-shift moveup from the Process Support Operator classification where practical. If the vacancy in the Woodyard Process Operator classification exceeds ninety (90) calendar days, the vacancy will be bid to and staffed by the senior qualified Process Support Operator. In the event there is no qualified bidder, the least senior qualified Process Support Operator will be required to staff the position. Any resulting vacancies to be staffed in the Process Support Operator classification will be staffed in the following sequence: the recall of any curtailed employees, the mill bid box or extra crew where appropriate.

8. Woodyard Vacancies, Changing of Crews:

When a permanent vacancy occurs within the Woodyard Process Operator classification, the Woodyard Process Operators will have first opportunity to request to move to the permanent vacancy on the basis of seniority. After the vacancy has been filled by a Woodyard Process Operator, the resulting vacancy will be bid within the department to all employees within the Process Support Operator classification.

The resulting vacancy of the Process Support Operator will be first offered to all Process Support Operators on the basis of seniority. The resulting vacancy of the Process Support Operator will be made in the following sequence: The recall of any curtailed employees, the mill bid box and then extra crew as appropriate.

B. Stock Preparation Department

1. Combine the following seniority units into a new seniority unit entitled Stock Preparation Department:

   a) Beater Room
   b) Broke Beater

   The order of seniority of employees entering the new Stock Preparation Department seniority unit shall be determined on the basis of their original department seniority date at the time the Amendment Agreement was signed on September 20, 1985. (Employees holding seniority in more than one original seniority unit will be credited with the cumulative seniority from all units involved.)

2. In accordance with Article XI, Seniority, temporary and permanent job bid vacancies that occur in any classifications that existed in the original seniority units (1a, and 1b above) on the effective date of the above changes will be made available to eligible employees from those seniority units. After all eligible employees have had an opportunity to apply for any job bid vacancy that arises in their original seniority unit, any remaining "No Bid" vacancy will be made available for bidding to employees in the new seniority unit on the basis of Stock Preparation Department seniority.

   The employees will have the right to exercise seniority to bid on classifications in their original seniority units on job vacancies which occur during the term of the 1991 Labor Agreement.

   An employee who bids outside his original seniority unit into another unit in Stock Preparation may only bid back into his prior seniority unit on the basis of his Stock Preparation Department seniority on a "No Bid" job vacancy.

During the term of the 1991 Labor Agreement, Stock Preparation employees originally from Beater Room or Broke Beater Department will continue to retain and earn seniority in the unit to which they are assigned.

3. A "No Bid" job vacancy in the Stock Preparation Department will be filled during the term of the 1991 Labor Agreement by first recalling the eligible employee having the greatest department seniority from the department where the vacancy exists. Second in line for the vacancy would be employees from one of the other original seniority units that were combined who would be eligible on the basis of Stock Preparation Department seniority as stated in 1. above. Third in line would be employees applying through the Mill Bid Box System for Stock Preparation Department vacancies on the basis of Mill seniority.

4. An employee in the newly established seniority unit who must exercise bumping rights shall do so in accordance with his newly established department seniority in the new department of Stock Preparation.

C. Area Repairman

1. If the Company establishes an Area Repairman classification(s), Maintenance Department employees will be given the first opportunity to bid on the classification(s).

D. Temporary Supervisors Excluded Time

1. The following guidelines will apply in computing excluded bargaining unit time for employees assigned as Temporary Supervisors:

   a) 2 hours constitutes a day

   b) 5 days constitutes a week

   <u>Example:</u> M T W T F S S

   X X X X X O O -- 7 days charged

   c) If working on both sides of a day off you will be charged with the day off.

Example: M T W T F S S M

0 0 X X X 0 X X -- 6 days charged

|

day off

d) If working only on one side of day off, you will not be charged.

Example: M T W T F S S M

0 0 X X X X 0 0 -- 4 days charged

|

day off

2. In the event an employee is not scheduled for a premium time day on which he would be regularly scheduled to work as a direct result of one of his crew member's promotion to a temporary supervisor, he will be compensated for the difference in pay between the hours for which he would have been scheduled that week and the hours worked as scheduled due to a temporary moveup to replace a supervisor.

E. Guidelines for Employees Who Sign-Up for Additional Work on Weekends

1. Extra crew who can work the vacancy at straight time on Saturday's will be called first. This permits the Company to avoid the payment of overtime.

2. This procedure only applies to employees who are scheduled for forty (40) hours or less in any given week. If an employee's schedule is changed during the week to include more than 40 hours of work, then it will be the employee's responsibility to have his name removed from the sign-up list.

3. Employees who are not on the Extra Crew will not be eligible to be called until 7:00 a.m. on Saturday morning of the week in question.

4. Employees who sign-up for additional work under this procedure must do so in person by 10:00 a.m. on Friday during the week in question. The sign-up sheet(s) will be available in the Personnel Office from 8:00 a.m. until 5:00 p.m. and in the Time Office from 5:00 p.m. until 8:00 a.m. daily, Monday through Thursday.

5. It is understood that employees who sign-up for work under this procedure will only be allowed to work consecutive hours as provided for in the Labor Agreement.

6. Employees who accept job assignments under this procedure will receive the rate of pay for the job they perform.

7. Employees who are called and do not accept the job assignment under this procedure will not be eligible for an additional job assignment until 7:00 a.m. the next day.

8. Employees who sign-up for work under this procedure will be assigned jobs at the sole discretion of the Company in order to fill temporary vacancies. It is understood that whether an employee is qualified for an assignment under this procedure is the sole prerogative of management.

9. This procedure will not be initiated until the overtime procedure for the department involved has been exhausted.

F. The Mead Pension Plan

1. The following language and/or interpretations will be incorporated in the Mead Pension Plan for the Chillicothe Mill:

   a. Article 1, Section 16, Totally and Permanently Disabled Definition: The present language "engaging in any occupation or performing any work for remuneration or profit" will be replaced with "being gainfully employed in any occupation".

      This definition is broadened to provide that "being gainfully employed in any occupation" means that the participant is employed or employable considering his past injury or illness, physical limitations, age, work experience and education level.

      This claim "engaged in a criminal enterprise" does not include misdemeanors.

b. Section 22, Actuarial Equivalent
The 1982 plan restatement will include an exhibit containing actuarial assumptions, tables and factors.

c. Article IV, Section 1, Normal Retirement
The 1982 plan restatement complies with ADEA and ERISA omitting all reference to the mandatory retirement at age 65. Normal retirement age and benefits will be referenced in the definition section of the new text.

d. Article VII, Benefits on Death
The term "pre-existing Plan Credits" relates to any contribution by participants to their retirement account. "Credited interest" represents the amount of interest (at 5%) credited to the participants retirement account.

e. Article IX, Normal and Optional Forms of Retirement Income, Section 3 - Optional Forms of Retirement Income sub paragraph (g) has been omitted entirely from the 1982 plan revision.

f. Section 4 - Conditions Relative to Optional Forms of Retirement Income: The revised plan will delete "in hardship cases, and subject to the consent of the administrative committee" and will simply require the notification of the administrative committee of the participants intention to revoke an option.

G. Weekly Indemnity

1. The claims processing procedure will normally provide an employee with his weekly indemnity check within five to six days of filing of the claim. Only claims involving weekends or those with uncompleted documentation will normally exceed the five to six day time frame.

2. Should the issue of undue delay of weekly indemnity claim payments occur, a meeting with the carrier will be scheduled and representatives of the Union Committee will have the opportunity to provide input into these discussions should they choose to do so.

H. In those instances where the Company challenges an employee's initial or continuing claim for disability retirement benefits and requires a physical examination of the employee, the cost of such physical will be borne by the Company.

I. Maintenance Work Past Midnight

If a day maintenance employee is required to work past midnight preceding a regular scheduled work day, he is required to notify his supervisor or the Time Office, prior to 7:00 a.m. of the next day, of his intentions to come in late the next day (up to 3:00 p.m.), to work his regularly scheduled hours or his desire to take the next day off.

J. Maintenance Apprenticeship Training Time

Maintenance apprenticeship training time will not be shortened by a delay entering an apprenticeship program; apprentices will however, receive their rate step increases in conformity with the Labor Agreement step rates.

K. Drug & Alcohol Policy

The Company and PACE, Local No. 5-0731 have discussed and reviewed the Corporation's Drug and Alcohol Policy planned for implementation on July 1, 1988. The understandings reached regarding the policy guidelines and interpretations as they apply to the employees represented by PACE, Local 5-0731 are detailed in a letter from Thomas H. Schumann, Vice President of Human Resources, Fine Paper Division dated June 1, 1988 and addressed to John Allen, President PACE, Local 5-0731. The details of the Drug & Alcohol Policy and the interpretive guidelines to be used in the voluntary drug and alcohol orientation sessions to be held during the upcoming weeks. (The Company acknowledges PACE, Local No.5-0731's disagreement with the .05% blood alcohol level established for Mead's manufacturing locations.)

Mead's current Substance Abuse Policy will be modified to include the following changes:

Any injury that would required treatment offsite will be required to provide a body substance sample for substance abuse testing. Treatment for the injured employee will not be delayed in order to obtain a body substance sample. Employees who

are responsible for an injury to another employee shall be required to submit a body substance sample.

Damage to equipment will also be considered just cause for substance testing and employees who are involved in the equipment damage will also be required to provide a body substance sample.

L. **Retiree Banquet Expense**

The Company agrees to continue supporting the Annual Retiree Banquet sponsored by PACE, Local 5-0731 at the $3000 level during each year of the new labor agreement.

M. Maintenance Vacation Request Form

The Company will utilize the Vacation Request Form given the Union on June 11, 1991 for Maintenance Department vacation scheduling purposes.

N. Carbonless Inventory Notices

The Company will post Carbonless Department inventory overtime notices on permanent bulletin boards in Phase I and Phase II.

O. Transfers Into The Maintenance Department

It is understood that any monetary liabilities incurred when an employee transfers to the Maintenance Department will be paid only after the employee has remained in the Maintenance Department for a period of six (6) consecutive months.

P. Safety Shoes

A safety shoe allowance of $100/year is provided for each employee. Effective 1/1/01 a safety shoe allowance of $110/year is provided for each employee. Employees will have a safety shoe allowance of $110 in 2002. Effective 1/1/03 a safety shoe allowance of $120/year is provided for each employee. Employees will have a safety shoe allowance of $120 in 2004 and 2005. Vendor selection options will be broadened.

Q. **Tool Allowance**

Effective upon ratification, increase the annual tool allowance to $125. The allowance will be provided to eligible employees through a tool allowance voucher to be used at designated stores.

R. Joint Healthcare Committee

The Company and the Unions have agreed to form a Joint Health Care Committee composed of Company representatives and Union representatives from both PACE Locals 5-0731 and 5-0988. The Committee will elect its own Chairperson and determine its own meeting schedule and frequency but will meet no less than once a quarter.

S. General Wage Increases: (rounded to the nearest full cent)

2 %	-	Effective 8/1/00 at 7:00 a.m. retroactive to August 1, 2000
2.25%	-	Effective 8/1/01 at 7:00 a.m.
2.5%	-	Effective 8/1/02 at 7:00 a.m.
2.5%	-	Effective 8/1/03 at 7:00 a.m.
3%	-	Effective 8/1/04 at 7:00 a.m.

T. Shift Differentials: 0¢ - 25¢ - 42¢ effective August 1, 2001
0¢ - 29¢ - 46¢ effective August 1, 2003

RETURN TO WORK POLICY

1. **Returning to work after an illness or accident:**

   If you have been off work 7 calendar days, you will need to bring a return to work statement from your physician to your plant medical department.

   An update of your current illness/injury is necessary for us to help you with a safe and timely return to work after an extended time off.

   You will be required to see the Company Physician if:

   A. You have been off longer than 90 days, regardless of work related status.
   B. Your absence was because of treatment for substance abuse or work related stress. Any absence requiring mental health counseling regardless of amount of time off.
   C. Your illness/injury has caused a work restriction.
   D. Your absence was related to heart problems.
   E. Returning from a work related illness/injury.

   If none of the above applies, you will be given releases from the nurse and allowed to return to work on the date specified by your personal physician.

2. In **all** cases of returning to work, we would appreciate it if you would call ahead and speak with the nurse regarding your return. By taking a few minutes to make this phone call, you could save time and money if you have traveled some distance to get here and find out we are overbooked to see the doctor that day.

   The Company doctor is only on site two hours each day and is therefore limited as to how many people he can see in that time frame. Preferably you should call the nurse several days in advance of your anticipated return to make the necessary arrangements.

3. Always report promptly, any illness or injury you feel is work related, especially if you received treatment from anyone who has not been authorized by our medical staff. It is to your benefit to have a record of these things on your medical record when it comes to communicating with Worker's Comp.

APPLICATION OF ATTENDANCE POLICY

In order for an employee to be deemed in violation of the Attendance Policy, he/she will have to accumulate the following totals after the 30 day credit of perfect attendance is applied:

The application of this Policy will be as follows:

A) When an employee accumulates four (4) absences within any consecutive three (3) month period. The employee will be subject to a verbal warning.

B) If an employee accumulates three (3) more absences (a total of seven (7)) within the next twelve (12) month period following the date of verbal warning, then the employee is subject to a instruction and cautioning.

C) If the employee then accumulates three (3) more absences (a total of ten (10)) within the next twelve (12) month period following the date of the instruction and cautioning, the employee is then subject to a five (5) day suspension.

D) If the employee then accumulates three (3) more absences (a total of thirteen (13)) within the next twelve (12) month period following the date of the five (5) day suspension, the employee is then subject to discharge.

MeadPaper

Fine Paper Division
Chillicothe, Ohio 45601
Telephone: 614-772-3111

June 1, 1988

Mr. John W. Allen
President
UPIU, Local No. 731
192 Burbridge Avenue
Chillicothe, Ohio 45601

Dear Mr. Allen:

This letter will serve to respond to concerns your local union raised about Mead's Alcohol and Drug Abuse Policy during our meeting on May 31, 1988. I believe that our discussions were helpful to both parties and that our efforts will provide us with a mutually acceptable program at the Chillicothe Mill.

As I indicated in our meeting, Mead's program was developed after more than a year of work in conjunction with a number of nationally recognized experts. Mead recognized that drug and alcohol abuse is a social problem and that by introducing a program, it could attempt to help its employees who are dependent on alcohol and/or drugs.

I trust that the following responses to the items you raised in our meeting should address your concerns:

III. Employee Assistance

Paragraph five of Section III should be read in conjunction with paragraph four. The policy is concerned here with employees who are directed to seek EAP assistance because they have violated the alcohol or drug policy.

The last sentence in this section is rewritten to read as follows: Failure to enter, remain or successfully complete such recommended program may result in discipline, up to and including, termination of employment.

As you so aptly pointed out, each case must be examined on its own merits. That is why the word "may", providing for flexibility, is used in the last sentence of the fifth paragraph.

IV. Policy Elements

The labor contract rules (Exhibit "A") speak to reporting to work under the influence of drugs and/or alcohol (Group II, 8), bringing or possessing liquor or narcotics in/on plant property (Group III,3), and the use of liquor or narcotics on plant property (Group IV, 15). The labor contracts' rules will continue to speak to such matters without change.

Section IV, a. of the drug and alcohol policy speaks to the issue of an employee knowingly selling, purchasing or transferring drugs on company property. Mead intends to act decisively in such cases under the terms of the policy.

b. The Company is agreeable to interpreting Section IV, b. of the policy to include the words "and conviction" following the word "arrest" in the first sentence of this subsection.

c. The alcohol impairment standard for the Drug & Alcohol Policy in Chillicothe Operations has been set at .05% blood alcohol or higher. This level will be communicated to all employees.

e. Laboratory tests administered under the terms of the Drug & Alcohol Policy will be conducted as follows:

- Urine samples will be collected in the Plant Hospital during normal working hours; at the Ross County Medical Center after normal working hours. At the present time, urine samples are forwarded to CompuChem Laboratories, Research Triangle Park, N.C. for analysis.

- All blood samples will be collected and analyzed at the Ross County Medical Center, Chillicothe, Ohio.

f. Mead does not expect its supervisors to diagnose alcoholism or drug dependency problems among employees. Nor does the Company expect supervisors to make specific testing referrals on their own. This section of the policy clearly spells out Company intentions in the area of referrals. To provide an additional measure of assurance, the Chillicothe Mill will provide an oversight process, to be activated by supervisors, to assist them in reviewing pertinent data and corroborating the need for evaluative testing. One of the following supervisors will be contacted to serve in this corroborative capacity: Industrial Hygienist/Safety Assistant or Labor Relations Representative.

The Union will be notified under the labor contract, Article XVI, Discharge Questioned.

V. Drug and Alcohol Testing

b. "off Company premises" refers to the many employees whose job duties and responsibilities take them off of Company property during their working hours, e.g., foresters, storeroom employees, truck drivers, sales persons, etc.

VI. Responsibility

d. The word "corporate" should precede the words "Vice President of Human Resources" and the "Vice President of Manufacturing and Technology".

I believe this letter is responsive to the concerns you raised in our May 31, 1988 meeting. If acceptable to UPIU, Local 731, Mead's Drug and Alcohol Policy will be supplemented by the statements and guidelines found in this memo. It can be incorporated into a separate Memorandum of Agreement which will serve as a policy supplement for local interpretations.

Following our agreement, we would intend to announce July 1, 1988 as the effective date of the policy. The Company will conduct voluntary, one (1) hour Drug & Alcohol Policy orientation training sessions for all employees to acquaint them with the purpose of the policy and its provisions.

Please contact me or Mike Robinson if you have any questions.

Sincerely,

Thomas H. Schumann

Thomas H. Schumann

REFERENCE

CALENDAR FOR 2000

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PLANNING CALENDARS

Calendar for 2001

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
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Calendar for 2002

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
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20 21 22 23 24 25 26	17 18 19 20 21 22 23	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22
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JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
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14 15 16 17 18 19 20	11 12 13 14 15 16 17	15 16 17 18 19 20 21	13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21
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28 29 30 31	25 26 27 28 29 30 31	29 30	27 28 29 30 31	24 25 26 27 28 29 30	29 30 31

Calendar for 2003

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4	1	1	1 2 3 4 5	1 2 3	1 2 3 4 5 6 7
5 6 7 8 9 10 11	2 3 4 5 6 7 8	2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10	8 9 10 11 12 13 14
12 13 14 15 16 17 18	9 10 11 12 13 14 15	9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17	15 16 17 18 19 20 21
19 20 21 22 23 24 25	16 17 18 19 20 21 22	16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24	22 23 24 25 26 27 28
26 27 28 29 30 31	23 24 25 26 27 28	23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31	29 30
		30 31			

JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5	1 2	1 2 3 4 5 6	1 2 3 4	1	1 2 3 4 5 6
6 7 8 9 10 11 12	3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11	2 3 4 5 6 7 8	7 8 9 10 11 12 13
13 14 15 16 17 18 19	10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18	9 10 11 12 13 14 15	14 15 16 17 18 19 20
20 21 22 23 24 25 26	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22	21 22 23 24 25 26 27
27 28 29 30 31	24 25 26 27 28 29 30	28 29 30	26 27 28 29 30 31	23 24 25 26 27 28 29	28 29 30 31
	31			30	

REFERENCE

PLANNING CALENDARS

Calendar for 2004

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3	1 2 3 4 5 6 7	1 2 3 4 5 6	1 2 3	1	1 2 3 4 5
4 5 6 7 8 9 10	8 9 10 11 12 13 14	7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
11 12 13 14 15 16 17	15 16 17 18 19 20 21	14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
18 19 20 21 22 23 24	22 23 24 25 26 27 28	21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26
25 26 27 28 29 30 31	29	28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30
				30 31	

JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3	1 2 3 4 5 6 7	1 2 3 4	1 2	1 2 3 4 5 6	1 2 3 4
4 5 6 7 8 9 10	8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11
11 12 13 14 15 16 17	15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18
18 19 20 21 22 23 24	22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25
25 26 27 28 29 30 31	29 30 31	26 27 28 29 30	24 25 26 27 28 29 30	28 29 30	26 27 28 29 30 31
			31		

Calendar for 2005

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1	1 2 3 4 5	1 2 3 4 5	1 2	1 2 3 4 5 6 7	1 2 3 4
2 3 4 5 6 7 8	6 7 8 9 10 11 12	6 7 8 9 10 11 12	3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11
9 10 11 12 13 14 15	13 14 15 16 17 18 19	13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18
16 17 18 19 20 21 22	20 21 22 23 24 25 26	20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25
23 24 25 26 27 28 29	27 28	27 28 29 30 31	24 25 26 27 28 29 30	29 30 31	26 27 28 29 30
30 31					

JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2	1 2 3 4 5 6	1 2 3	1	1 2 3 4 5	1 2 3
3 4 5 6 7 8 9	7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10
10 11 12 13 14 15 16	14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17
17 18 19 20 21 22 23	21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24
24 25 26 27 28 29 30	28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31
31			30 31		

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