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LABOR AGREEMENT

203 PAGES

March 15, 1995

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This Agreement by and Between

WEYERHAEUSER PAPER COMPANY

X: 3/4/02



and
the



**ASSOCIATION OF
WESTERN PULP AND PAPER
WORKERS**

LABOR AGREEMENT

March 15, 1995

This Agreement by and Between

WEYERHAEUSER PAPER COMPANY



**and
the**



ASSOCIATION OF

WESTERN PULP AND PAPER

WORKERS

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LABOR AGREEMENT

March 15, 1995

**This Agreement By and Between
WEYERHAEUSER PAPER COMPANY
Hereinafter referred to as the "Company"**

and the

**ASSOCIATION OF
WESTERN PULP AND PAPER WORKERS**

Hereinafter referred to as the "Union"

WHEREAS, the Association of Western Pulp and Paper Workers and its affiliated Locals No. 211, 580, 633, 677, and 680 represent as sole bargaining agent all employees in the Cosmopolis Pulp Mill, Longview Mill, Springfield Paperboard Mill, and Longview Fine Paper of the Weyerhaeuser Paper Company, except employees engaged in administration, actual supervision, watchman duties, sales, engineering and drafting, research and technical occupations requiring professional training, accounting, office clerical and guards and supervisors and professional employees as defined in the National Labor Relations Act.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements of the parties hereto, as hereinafter set forth IT IS HEREBY AGREED by the Company and the Union as follows:

SECTION 1 _ RIGHTS OF THE PARTIES

- A. The Union has all the rights which are specified in the subsequent sections of this Agreement and retains all rights granted by law except as such rights may be limited by provisions of this Agreement.
- B. The Company retains all rights except as those rights are limited by the subsequent sections of this Agreement. Nothing anywhere in this Agreement (for example, but not limited to the recognition and/or arbitration sections) shall be construed to impair the rights of the Company to conduct all its business in all particulars except as modified by the subsequent sections of this Agreement.

SECTION 2 _ RECOGNITION

- A. The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company employed in the Springfield Paperboard Mill, Cosmopolis Pulp Mill, Longview Mill, and Longview Fine Paper except those engaged in the following: administration, actual supervision, watchman duties, sales, engineering and drafting, research and technical occupations requiring professional training, accounting, clerical, stenographic and other office work. Neither the Company nor any supervisor or foreman shall have any private understanding or agreement with any individual employee, or group of employees in conflict with this Agreement.

SECTION 3 _ UNION SECURITY

- A. Each employee covered by this Agreement shall, as a condition of employment, become and remain a member of the Union not later than the thirtieth (30th) calendar day following his/her date of employment or the date of execution of this Agreement, whichever is the later.

B. Union Shop Special Exclusion

The Local Union and the Company may agree mutually that an individual employee who has religious objections or other valid objections to membership in the Union need not be covered by any Union shop provisions that may be provided hereafter.

- C. Upon written notification from the Local Union, the Company will within ten (10) days suspend any employee who has failed to comply with paragraph A above and will continue such suspension until the employee complies with paragraph A of this Section. The Company shall be saved harmless and will not be liable for any wages lost by an employee if it is found that s/he was wrongly suspended from work because of this request from the Local Union.

SECTION 4 _ PAYROLL DEDUCTION OF UNION DUES

- A. Upon the filing with the Company by the Financial Secretary of the Local Union of a written authorization, in the form satisfactory to the Company, signed by an individual employee who is a member of the Local Union, the Company during the life of this Agreement will deduct from the wages due such employee the amounts specified in the authorization on account of Union initiation fees and dues. Each such authorization shall be irrevocable until the ter-

mination date of this Agreement or until one year from the date of the authorization, whichever occurs sooner. The authorization shall thereafter remain in force until revoked by the employee by written notice to the Company.

- B. The amount of regular dues to be deducted may be revised only by written notice from the Financial Secretary given in advance to the Company.
- C. The Company shall pay over to the Financial Secretary or other authorized representative of the Local Union the amount of deductions made in accordance with authorization filed and shall receive therefore the written receipt of the said Financial Secretary or other authorized representative in the name of the Local Union. The details as to making of deductions and payments to the Local Union shall be arranged by the Financial Secretary or other authorized representative and the Company in such a manner as most conveniently fits into the established payroll procedures of the Company and results in payments to the Local Union once a month or more often.
- D. Any deductions made by the Company under the provisions of this Section shall be deemed trust funds until remitted to the Local Union, but such funds need not be kept separate from the Company's general funds. The Union agrees the Company shall be saved harmless with respect to all deductions made and paid to its Local Union in accordance with the provisions of this Section.

SECTION 5 - PROVISION FOUND TO BE IN CONTRAVENTION OF LAWS

- A. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State in which the mill covered by this Agreement is located, such provisions shall be superseded by the appropriate provisions of such law or regulations so long as same is in force and effect but all other provisions of this Agreement shall continue in full force and effect. If the parties are unable to agree as to whether or not any provision hereof is in contravention of any such laws or regulations, the provisions hereof involved shall remain in effect until the disputed matter is settled by the court or other authority having jurisdiction in the matter.

SECTION 6 - NO INTERRUPTION OF WORK

- A. It is agreed there shall be no strike, walkout, refusal to report for work, or other interruption of work by the Union, any Local Union, or any employee during the period of this Agreement. It is agreed there shall be no lockouts by the Company during the period of this Agreement.
- B. In the event that in violation of the provisions of the preceding paragraph a strike, walkout, refusal to report for work, or other interruption of work shall occur in the mill of the Company, neither the Union nor the Local Union shall be subject to financial liability for such violation provided that the Union and the Local Union involved immediately after the beginning of such violation shall have (1) publicly declared such action a violation of this Agreement, and (2) in utmost good faith used its best efforts to terminate such violation; it being further agreed that any employee participating in such violation shall in the discretion of the Company be subject to immediate discharge or other disciplinary action.
- C. A refusal to report for work as used in this Section applies only to refusals arising out of or related to any labor dispute.

SECTION 7 _ HOLIDAYS

- A. There shall be fourteen (14) holidays. Each Mill will observe the holiday schedule as set forth in the Local Supplement, attached hereto and made a part hereof by reference. On a holiday which is not restricted there are no restrictions upon any work scheduled by the Company.
 - 1. Employees who work four (4) or more consecutive hours during the formerly restricted periods of either the Independence Day holidays or Christmas holidays (as those restricted periods were defined in the applicable 1981 local supplement) shall be granted one (1) additional floating holiday for each formerly restricted period so worked.
 - 2. An employee may elect to take pay in lieu of floating holidays, computed at the employee's straight time hourly rate.
- B. In each department of the mill the time ending of each holiday specified in the Local Supplement shall be varied from the 8:00 a.m. above prescribed whenever necessary to coincide with the time nearest to 8:00 a.m. which is the regular starting time for the day shift in such department; and in the cases where such variation is so

made, the starting time shall be correspondingly varied to comply with the prescribed length of the holiday. The time of starting and ending of each holiday, in addition to any variation which occurs pursuant to the preceding sentence, may be further varied by mutual agreement of the Company and the Local Union Standing Committee.

- C. An employee who has been on the payroll of the Company for at least ninety (90) days just preceding the holiday, and who meets the requirements of sub-paragraph 2 of paragraph C of this Section, and who has some actual hours worked during that ninety (90) days will be granted eight (8) hours' holiday pay for time not worked plus such additional compensation to which s/he may be entitled under other sections of this Agreement, except as follows: No employee may qualify for more than the contractually agreed to number of Floating Holidays during any one contract year.
1. Holiday pay for time not worked will be computed at the higher of:
 - a. Straight-time rate of the job to which the employee is assigned on the day the holiday occurs, or at the straight-time rate of the job to which s/he is assigned on his/her last shift just preceding the holiday in those cases where s/he is not scheduled to work on the holiday.
 - b. If the employee has accepted extra work during the shutdown of his/her job, department or plant which does not exceed seven (7) consecutive days' duration just prior to the holiday, and which shutdown extends into the holiday, s/he will receive his/her holiday pay for time not worked at the rate of the job to which s/he was assigned on the last day just preceding such shutdown or at the rate of the job on which s/he works during the shutdown, whichever is higher.
 2. The employee must have worked his/her scheduled work day before and his/her scheduled work day after such holiday, unless failure to work his/her scheduled work day before or after the holiday was due to any of the following events:
 - a. When the employee is on his/her regularly authorized paid vacation;

- b. When the employee is unable to work by reason of industrial accident as recognized by the appropriate State agency;
- c. When the operation in which the employee is engaged is curtailed or discontinued by the decision of the Company and which curtailment or discontinuance chances or eliminates the employee's scheduled work day before or his/her scheduled work day after such holiday;
- d. When a trade in shifts agreed upon between employees and approved in advance by the Company results in a temporary change of the scheduled work day before or scheduled work day after a holiday, provided the employee works the shift agreed upon;
- e. When bona fide sickness or other bona fide compelling reasons beyond the control of the employee prevent the employee from working all or part of his/her scheduled work day before or his/her scheduled work day after a holiday, provided the employee affected, or the Local Union in his/her behalf, brings the case to the Company's attention within a reasonable time and the Company approves such reasons as being bona fide and beyond the control of the employee;
- f. When the employee prior to a holiday has made a written request to be excused from working all or part of his/her scheduled work day before and/or after such holiday and has received the written approval of the Company. Failure to grant approval will not be subject to the adjustment procedure but the Local Union Standing Committee may discuss with the Company any action which appears to it to be discriminatory.**
- g. When an employee is on an authorized leave of absence for Union business or contract negotiations, for paid holidays which occur during the first sixty (60) days of the leave.

** Springfield will observe the leave of absence period in accordance with their Local Supplement, made a part hereof by reference.

- D. An employee shall not receive the holiday pay provided above in paragraph C of this Section if s/he is directed to work on his/her regular job (or relief job if s/he is then working on a relief job) on

such holiday and fails or refuses to work, except in the case where a bona fide sickness or other bona fide reason, approved by the Company, prevents his/her working on such holiday.

- E. An employee who is absent from work due to physical disability will be considered to have met the requirements of hours worked for any holidays falling during the first 12 months of such absence.
- F. Employees hired for summer relief employment, and notified in writing to that effect, will not be eligible for floating holidays during the time of their summer relief status. Should a summer relief employee become a regular employee, s/he will be eligible for floating holidays as provided in the Labor Agreement.

SECTION 8 _ WAGES

- A. Wage rates in accordance with Exhibit A, attached hereto and made a part hereof, shall be paid.
- B. Rates when moved from Regular Job:
 - 1. Whenever an employee is moved from his/her regular job to a higher rate job s/he shall receive the higher rate. An employee shall be deemed to be moved to a higher rate job when s/he takes over the duties and responsibilities of that job without the guidance of the employee who is breaking the employee in, and s/he shall then receive the higher rate. While the employee is being broken in and another employee is on the job and carrying the responsibility for the job, the employee being broken in shall receive the hourly rate of his/her regular job.
 - 2. Whenever, for the convenience of the Company, an employee, during his/her regular shift, is temporarily moved from his/her regular job to a lower rate job and his/her regular job is still available, the employee shall receive his/her regular job rate during that period.
 - 3. When an employee, at the request of the Company, accepts temporary work on a lower rate job either before or after his/her regular shift or on his/her "day off" in order to fill some emergency vacancy existing, s/he is to receive his/her regular rate.
 - 4. When an employee is directed to work for a temporary period on any suitable job other than his/her regular job, whether or not his/her regular job is available to the employee, s/he shall

receive the rate of his/her regular job or the rate of the job to which s/he is moved, whichever is higher.

When an employee's regular job is not available to the employee and s/he is offered work for the temporary period on any other job, s/he may elect to lay off instead of moving to the job offered at the rate for that job.

5. A suitable job means one for which the employee has necessary clothing and which s/he is physically able to perform without unreasonable hazard to his/her health or to the safety of the employee, fellow workers, and equipment.
6. When an employee at his/her own request and for his/her own convenience is temporarily assigned extra work before or after his/her regular shift, or on his/her "day off", s/he is to receive the job rate of the extra work assigned. Requests from employees for extra work will be recognized only when such requests are made in writing on appropriate forms provided for that purpose, and shall be effective until canceled by the employee in writing.
7. Notification to employees of extra work which is available is not to be construed as an order or request that they accept such work.
8. In all cases the employee is to be told the rate s/he is to receive before going on the job.
9. When used in this Section, a temporary period is one so designated by the Company, but after such period has extended longer than one week and the employee involved is thereby dissatisfied s/he may request the Local Union Standing Committee to discuss the matter with the Company and such period shall terminate unless the Local Union Standing Committee and the Company agree otherwise.

SECTION 9 _ HOURS OF WORK

- A. Both parties to this Agreement are committed to maintain the principle of a basic work week of forty (40) hours; but agree that additional time may be worked to permit the operation or protection of the mill when paid for as shown in Exhibit A. It is understood that a commitment to maintain a basic work week of forty (40) hours is not to be construed as a guarantee of any specific number of hours of work in any week. As far as practical under a forty (40)

hour week schedule, the hours worked shall be on a five (5) day basis.

- B. No employee shall work in excess of sixteen (16) consecutive hours, or 16-hours in a day. An employee after having worked sixteen (16) consecutive hours, or sixteen (16) hours in a day will not be required to report to work until seven (7) hours time has elapsed. The hour beyond which an employee shall not work shall be determined by the number of compensable hours worked.
- C. Whenever possible, the Company will not require more than one double shift in any week. More than one double shift may be worked in a week on a voluntary basis. Exceptions to this paragraph shall be permitted only where a curtailment of operations would occur because other employees are not available to work when the double shift is required.

SECTION 10 _ DEFINITIONS

- A. The word EMPLOYEES means all the employees of the Company employed in the mills covered by this Agreement, excepting those engaged in the following: administration, actual supervision, watchman duties, sales, engineering and drafting, research and technical occupations requiring professional training, accounting, clerical, stenographic, and other office work.
- B. The words REGULAR EMPLOYEE mean an employee filling a permanent position in the organization, or an employee regularly employed in a utility capacity, unless such employee has been personally notified in writing that his/her employment is extra, temporary or probationary.
- C. The words TOUR WORKERS mean employees when engaged in operations scheduled in advance for at least twenty-four (24) hours continuous running.
- D. The word DAY means a period of twenty-four (24) hours beginning at 8:00 a.m., or at the regular hour of changing shifts nearest to 8:00 a.m.
- E. The word WEEK means a period of seven consecutive days beginning at 8:00 a.m. on Monday or at the regular hours of changing shifts nearest to 8:00 a.m. on Monday.
- F. The word MILL means the entire manufacturing facility, in which the employees are covered by this Agreement.

- G. The words LOCAL UNION mean the Local Union concerned in which employees of the Company are members and which shall act as the representative of the Union in the performance of those provisions of this Agreement which provide for action by a Local Union.
- H. The words LOCAL UNION STANDING COMMITTEE mean a committee appointed by a Local Union which shall represent the Local Union concerned in the performance of those provisions of this Agreement which provide for action by a Local Union Standing Committee.
- I. a. The words DAY SHIFT mean the eight (8) scheduled working hours in a day beginning at 7:30 a.m., or at the regular hour of changing shifts nearest to 7:30 a.m.
- b. The words SWING SHIFT mean the eight (8) scheduled working hours in a day beginning at 3:30 p.m., or at the regular hour of changing shifts nearest to 3:30 p.m.
- c. The words GRAVEYARD SHIFT mean the eight (8) scheduled working hours in a day beginning at 11:30 p.m., or at the regular hour of changing shifts nearest to 11:30 p.m. The purpose of these shift definitions is to identify shifts as day, swing or graveyard and in no way limit the Company's right to establish shifts.

SECTION 11 _ SCHEDULING OF EMPLOYEES' WORKING TIME AND DAYS OFF

In scheduling employees' working time and days off the Company will comply with the following obligations and restrictions:

- A. The Company shall assign two (2) days off each week for each regular employee, except where this is inconsistent with the schedules involved in which case one (1) day off shall be assigned; and the foregoing shall also apply to an employee other than a regular employee while s/he is working on an established work schedule during which time s/he will assume the schedule of the job to which assigned for the period of the assignment. The Company shall make reasonable and diligent effort to so arrange schedules that the assigned days off of any employee shall be consecutive.
- B. An employee transferred, after the start of the week, from one job or shift or schedule to another, shall, solely for the application of

the Call Time and Overtime provisions, retain his/her assigned day or days off but only for the remainder of that week.

- C. The Company will not, solely for the purpose of avoiding the payment of overtime, change the day or days off of employee in a week in which a holiday specified in Section 7 occurs.
- D. An employee who has been required to work on his/her assigned day or days off shall not be laid off on one of his/her scheduled work days in the same week solely for the purpose of limiting his/her hours of work to forty (40).
- E. In case where an employee is temporarily off work because of a shutdown of his/her job, department, or plant extending for not less than forty-eight (48) hours in excess of that normally encountered in the working schedule, the employee's regular schedule of hours per day and days per week, including his/her starting time, and assigned day(s) off, shall be deemed to have been voided and shall no longer be in effect. It is possible to have an employee's department and/or plant shut down and his/her job continue on a regular schedule; for example, the Environmental Tester/Operator at Cosmopolis could continue to work even though the plant is shut down, or shipping employees at any mill might continue to work on a regular schedule during a shutdown. (In cases like these, the above paragraph provisions would not apply).

SECTION 12 _ ALLOWANCE FOR FAILURE TO PROVIDE WORK

- A. In case any employee reports for work having been scheduled or ordered to report for such work, unless notified not to report before leaving home for work, and then no work is provided, s/he shall receive an allowance of two (2) hours' pay at his/her straight-time rate for so reporting.
- B. Notwithstanding paragraph A above, in case any employee is scheduled or ordered to report for work on his/her assigned day or days off and s/he is subsequently notified not to report less than 36 hours prior to the start of such work, s/he shall receive an allowance of two (2) hours' pay at his/her straight-time rate.
- C. In case any employee has commenced work on his/her regularly scheduled shift, s/he shall receive a minimum of four (4) hours' pay at his/her straight-time rate.

SECTION 13 _ CALL TIME

- A. The fundamental purpose of Call Time is a form of penalty, adopted first, to discourage and limit to a minimum certain conditions of work schedules which result in an unusual inconvenience to an employee or an extra trip to the plant, and second, to compensate an employee for the unusual inconvenience or extra trip when the condition is not avoided. All Call Time questions are to be determined in the light of the foregoing principles.
- B. Regular hourly paid employees will be paid three (3) hours' Call Time at the straight-time day rate in addition to the actual hours worked, subject to the following conditions:
1. Call Time will be paid if, in accordance with instructions from the Company, an employee works on a restricted floating holiday or formerly restricted holiday as that restricted period was defined in Section 7 of the parties March 15, 1981 contract, or applicable 1981 Local supplement. Call Time is payable for each separate and distinct shift worked on such restricted or formerly restricted holiday, wherein any of the shift hours fall within the defined holiday period. Call Time is payable even when such work is at the employee's request.
 2. Call Time will be paid if, in accordance with instructions from the Company, an employee works on either of his/her assigned days off as defined in Section 10 and Section 11 subject to the following exceptions marked a, b, and c:
 - a. When an employee works beyond his/her shift into his/her assigned day(s) off for a period not to exceed four (4) hours, no Call Time is payable.
 - b. When an employee starts his/her following day's work within his/her assigned day(s) off, no Call Time is payable if the period of work within the day off does not exceed four (4) hours and if at least thirty-six (36) hours notice thereof, has been given prior to the start of such work.
 - c. When an employee's day off is traded for another day off in the same week at his/her request and for his/her own convenience, with the Company's consent but not at the Company's request, no Call Time is payable and such change in day off, made at the employee's request, is not

be considered a transfer initiated by the Company as outlined in sub-paragraph B of Section 11.

3. Call Time will be paid if, in accordance, with instructions from the Company, an employee punches out, either during or at the end of his/her regular shift, leaves the plantsite, and reports for work again in the same day subject to the following exceptions marked a, b, and c:
 - a. When the additional period of work in the same day results from a reasonable meal period, no Call Time is payable.
 - b. When the additional period of work in the same day results from a single recall during a shift after a suspension of work of one (1) hour or more due to a failure of equipment or interruption of power, no Call Time is payable.
 - c. When the additional period of work in the same day extends into the starting time of the employee's established shift on the following day, no Call Time is payable if the period of work within the same day does not exceed four (4) hours and if at least thirty-six (36) hours' notice thereof has been given prior to the start of such work.

Call Time is payable as provided above for recall to work or separate shift in the same day, in addition to an employee's regular shift, regardless of whether the employee reports for the separate and additional period of work in the same day before s/he reports for his/her regular shift or after s/he punches out from his/her regular shift, provided it is actually a separate period of work apart from his/her regular shift and does not extend into or out of his/her regular shift.

4. Call Time will be paid if, in accordance with instructions from the Company, the starting time of an employee's work is changed to a new starting time either earlier or later than the previously established starting time subject to the following exceptions marked a, b, and c:
 - a. When notice of the change in starting time is given at least thirty-six (36) hours prior to the newly established starting time, no Call Time is payable.
 - b. When the change in starting time is for a temporary period only, no Call Time is payable for the second change in

starting time when the employee changes back to his/her previously established starting time at the end of the temporary period.

- c. When the change in starting time is within one (1) hour of the previously established starting time and the employee is already on the plantsite, no Call Time is payable.
5. Certain privileges such as working on an employee's assigned day(s) off, trading shifts, or reporting for work at an earlier or later starting time than that established, are often requested by employees for their own convenience. The Company grants those privileges when approved by the employee's supervisor. The Call Time provisions are not intended to prevent or affect that practice and as those practices are for the employee's convenience, Call Time is not payable in such cases.
6. When an employee is temporarily off work because of a shutdown of his/her job department, or plant, extending for not less than forty-eight (48) hours in excess of that normally encountered in his/her working schedule, the employee's regular schedule of hours per day and days per week, including his/her starting time and assigned day(s) off shall be deemed to have been voided and shall no longer be in effect. Call Time shall not be payable for any assignments to extra work during the shutdown period or for assignments in connection with the resumption of operation of the job. It is possible to have an employee's department and/or plant shutdown and his/her job continue on a regular schedule; for example, the Environmental Tester/Operator at Cosmopolis could continue to work even though the plant is shutdown, or shipping employees at any mill might continue to work on a regular schedule during a shut down. (In cases like these, the above paragraph provisions would not apply).
7. It is agreed that the starting time of an employee's work may be changed at any time by the Company.
8. It is further understood and agreed that in the payment of Call Time on the basis provided in this Section not more than one basis shall be used to cover the same period of work, nor will Call Time be added to or paid in lieu of allowances payable under Section 12 or Section 14.

9. An employee other than a regular employee who has been assigned an established work schedule will receive the benefits of this Section during the period of such assignment.

SECTION 14 _ ALLOWANCES FOR FOURDRINIER, VERTI-FORMA WIRES, PICK-UP FELTS AND MINTON VACUUM DRYER FELTS

- A. Pulp, Paper and Paperboard machine hands assigned to put on a Fourdrinier or Verti-Forma wire, pick-up felts and Minton Vacuum Dryer felts, including all preparatory machine washup, shall be paid for the time worked plus three (3) hours, but not less than a total of four (4) hours on any one wire or felt.

If an employee as provided in this section is required to work on either a Fourdrinier or a Verti-Forma wire and a pick-up or Minton Dryer felt in the same work period, only one allowance shall be provided.

- B. Pay for the allowance time provided above shall be figured at straight time even though the actual time worked is paid for at the overtime rate.
- C. At Springfield, ENP felts on #1 and #2 machines will be substituted for the pick-up felts.

SECTION 15 _ EMPLOYEE OBLIGATION

- A. All employees shall be at their posts ready to begin work at their scheduled starting times and shall not quit work in advance of the time their pay stops. Employees whose jobs require relief shall remain at their posts until relieved by their mate or released by their supervisor.
- B. It is an employee's obligation to report for his/her regular shift unless s/he has already arranged with his/her supervisor for a leave of absence. If unavoidably prevented from reporting, it is his/her responsibility to insure that notice is given to his/her supervisor at least four (4) hours before his/her shift starts or, if this is not possible in an individual case, as soon as possible.
 1. The Company will designate a telephone number through which notification of an employee's absence shall be communicated if the employee's supervisor is unavailable.

SECTION 16 _ NON-DISCRIMINATION

- A. The Company agrees that it will not:

1. fail or refuse to hire or discharge any individual, or otherwise to discriminate against any individual with respect to his/her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, age, sex, handicapped status, or national origin; or
 2. limit, segregate, or classify its employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his/her status as an employee, because of such individual's race, color, religion, age, sex, handicapped status, or national origin.
- B. The Union and the respective Local Unions, parties hereto, agree that they will not discriminate against any employee in any way because of race, creed, color, sex, age, handicapped status, or national origin.

SECTION 17 - CAUSES FOR DISCIPLINE OR DISCHARGE

A. Causes for discipline or discharge are as follows:

1. Bringing intoxicants or controlled substances into, possessing, or consuming intoxicants or controlled substances in the mill or on mill premises.
2. Reporting for duty under the influence of liquor or controlled substances.
3. Disobedience.
4. Smoking in prohibited areas.
5. Deliberate destruction or removal of Company's or another employee's property.
6. Neglect of duty.
7. Disorderly conduct.
8. Dishonesty.
9. Sleeping on duty.
10. Giving or taking a bribe of any nature, as an inducement to obtaining work or retaining a position.
11. Reading of books, magazines, or newspapers while on duty, except where required in the line of duty.
12. Failure to report for duty without bona fide reasons.
13. Refusal to comply with Company Rules:

- a. Provided that such rules shall be posted in each department where they may be read by all employees and further, that no changes in present rules or no additional rules shall be made that are inconsistent with this Agreement: and further provided, that any existing or new rules or changes in rules may be the subject of discussion between the Local Union Standing Committee and the Local Mill Manager, and in case of disagreement, the procedure for other grievances shall apply.

B. Discharge, Suspension and Written Reprimand

1. Discharge, suspension or letter of reprimand of an employee shall be for just and sufficient cause. A full written explanation shall be given to the employee. A copy of such explanation shall be given to a member of the Local Union Standing Committee within thirty-six (36) hours of the action being taken, Saturdays, Sundays and holidays excluded.
2. No employee will be requested or required to sign a letter of reprimand.
3. Where a letter of reprimand, suspension or discharge is deemed justified, the final decision will be deferred until the appropriate Local Union representative has a reasonable opportunity to investigate the facts and then discuss the matter with the appropriate supervisor in the presence of the employee. This shall not apply when the employee must be removed immediately from the mill because of possible danger to the employee, other persons or Company property.
 - a. Whenever the Company removes an employee from the mill because of possible danger to the employee, other persons, or Company property, they will notify the Local Union as soon as possible and, if requested, the Company will meet with the Local Union representative within twenty-four (24) hours.
4. A supervisor will not under any conditions dissuade an employee from getting Union assistance by openly or otherwise threatening the employee with loss of standing or any other form of reprisal if the employee should bring the Local Union representative into the issue.

5. When an employee who has received a written reprimand(s) or suspension which is a part of his/her record, works for one year without receiving another reprimand(s) or suspension, all reprimands or suspensions of record will be removed.

SECTION 18 _ BULLETIN BOARDS

- A. The Company shall supply adequate enclosed locked bulletin boards for the use of the Local Union in posting of official bulletins.

SECTION 19 _ SAFETY

- A. Supervisors are to confine their instructions and procedures within the generally accepted standards of safe practice. The Local Union will cooperate with the Company to see that each employee complies with all standards of safety established for his/her work.
- B. All employees and the Company are to comply with the safety rules.
- C. There shall be established in the plant a central safety committee composed of equal members from the Company and the Local Union, with a minimum of three members from the Company and three members selected by the Local Union. The Central Safety Committee shall meet as required to review and evaluate safety activities with the purpose of fulfilling the above objectives.
- D. The methods of selecting safety committees, establishing safety rules, and determining other administrative safety procedures will be in accordance with the applicable provisions in the Local Supplement, attached hereto and made a part hereof by reference.

SECTION 20 _ SENIORITY

This Section 20 shall determine the extent of application of an employee's length of service in those situations in which seniority is a factor, namely promotions, demotions, transfers, layoffs, and recalls.

A. DEFINITIONS

For the purpose of this Section 20 and ground rules established hereunder, the following definitions apply:

1. MILL means the entire manufacturing facility, at a particular Weyerhaeuser Company location, in which the employees are covered by this Agreement.
2. DEPARTMENT means a section of the mill.

3. **PROGRESSION LADDER** means a series of reasonably related jobs in a department in the mill.
4. **JOB OPENING** means an opening which the Company decides must be filled.
5. **MILL SENIORITY** means length of continuous service of an employee from the most recent date of hire.
6. **DEPARTMENT, PROGRESSION LADDER AND JOB SENIORITY** means the length of service in the department, progression ladder or job.
7. **PROMOTION** means the movement of an employee from any rung on a progression ladder to a higher rung on that same ladder or the movement of an employee from any job to a job opening not on a ladder which pays a higher straight time hourly rate.
8. **DEMOTION** means the movement of an employee from a higher rung on a progression ladder to any lower rung on that same ladder and also means the movement of an employee from the bottom rung of a ladder, or from any job not on a ladder, to a layoff pool.
9. **TRANSFER** means the movement of an employee from any job to a job opening which is not a promotion or demotion.
10. **LAYOFF** means the movement of an employee from any job to unemployed status.
11. **RECALL** means the return to work of an employee who has been unemployed but who has not lost seniority.
12. **QUALIFIED** means the ability of an employee to satisfactorily discharge the duties and responsibilities of the job involved based on his/her qualifications and his/her past performance, and as to entry on the bottom rung of a progression ladder, means, in addition, his/her ability to progress through the ladder.
13. **SENIORITY GROUND RULES** means rules and procedures established for the application of seniority at the local level.
14. **A LAYOFF POOL** means a pool comprised of base rate jobs plus any other jobs designated by seniority ground rules for the purpose of permitting qualified senior employees, who

otherwise would be laid off from work, to exercise their seniority.

B. GUIDELINES

1. The written seniority ground rules at the mill as of the date of this Agreement shall continue in effect during the period of this Agreement. Such seniority ground rules shall supersede any sections of this Agreement to the extent the seniority principle set out in this Agreement is less favorable than the seniority ground rules.
 - a. During the term of this Agreement, Seniority Ground Rules may be established, changed or deleted only by mutual agreement of the Company and the Local Union(s). This paragraph does not apply to paragraph B-5 of this Section.
2. In all cases of layoff extending longer than the beginning of the Monday next following the day the layoff starts or the first scheduled shift following expiration of seventy-two (72) hours from the time the layoff begins, whichever is longer, a qualified senior regular employee will not be continued on layoff as long as a junior employee is working on a layoff pool job, subject to the conditions set forth in seniority ground rules. When practical, qualified senior regular employees will be allowed to bump earlier than the time limits established in this paragraph. Senior regular employees who are not qualified for any layoff pool job held by a junior employee shall, at the end of the time period provided in the first sentence of this paragraph, be given a reasonable training period in order to qualify for a layoff pool job.
3. Each job opening will be filled by a qualified senior employee in the mill, except as hereinafter provided.
4. Exceptions in the provisions of paragraphs 2 and 3 above are:
 - a. Exceptions agreed to by the Company Standing Committee and the Local Union Standing Committee in writing, subject to change at any time by mutual agreement.
 - b. Job openings on progression ladders; however, paragraph 3 shall govern: (1) Permanent openings on the bottom rung, and (2) initial staffing of a progression ladder that is not a part of an existing ladder and has been established due to the installation of new equipment.

5. The parties agree that the Company shall have the right to establish new progression ladders or change or eliminate existing progression ladders. However, any employee adversely affected by such an action by the Company has the right to pursue a grievance pursuant to all of the provisions in paragraph 7, but if it reaches the arbitration stage, the arbitrator's decision shall not establish, change or eliminate any progression ladder.

6. The parties agree that a job opening on any rung of a ladder above the bottom rung shall be filled by the most senior qualified employee then on the rung next below the rung that is to be filled. Exceptions to the foregoing may be established by mutual agreement but failing such agreement the procedures for filling an opening caused by an absence during the week for which the schedule has previously been posted or by vacations shall conform with the practice in the mill as of October 1, 1964.

7. Any dispute, arising out of the claim that an employee's job rights based on his/her seniority have been adversely affected by the Company's application of governing seniority ground rule(s) (or in the absence thereof, this Section 20), may be processed through the entire grievance procedure. Should the dispute reach the arbitration stage, the arbitrator's decision shall be limited to (1) directing the placement of an employee on a job giving effect to his/her seniority and qualifications and (2) if back pay is an issue, and the arbitrator orders payment thereof, it shall not be retroactive to a date earlier than the date the grievance was first presented as a formal grievance in accordance with Section 28.

C. SUPPLEMENTARY PROVISIONS

1. The seniority rights of Mechanics, Helpers and of applicants for Helper's positions in mechanical crews and the obligations of the Company with respect thereto are set forth as a part of the Mechanic's Package in effect as of the date of this Agreement. The parties agree (1) that this Section 20 does not nullify the seniority provisions of the Mechanics' Package relating to the application of seniority and (2) employees subject to the Mechanics' Package shall have all of the rights specified in this Section 20 and in seniority ground rules to the extent such rights are consistent with the Mechanics' Package.

2. Status of Laid off or Terminated Employees:

Notwithstanding the foregoing provisions of the Section 20 or the provisions of seniority ground rules, any employee who, due to no fault on his/her part, is without work and who either (1) is being carried on the payroll in laid off status, or (2) is on leave of absence, or (3) has been terminated, as the case may be, shall have the rights and be subject to the conditions set forth below:

- a. Any employee who has been on the payroll of the mill or plant for less than one (1) year of continuous employment, and who is terminated due to no fault on his/her part shall incur no loss of credit for length of service for the purpose of any benefit under this Labor Agreement if such employee is rehired in the same mill or plant within sixty (60) days after date of such termination.
- b. Any employee who has been on the payroll of the mill or plant for one (1) or more years of continuous employment and who, due to no fault on his/her part, is without work will not be terminated for a period of twelve (12) months after date of last layoff. An additional period of twelve (12) months, up to a total of twenty-four (24) consecutive months, will be granted if an employee makes written application to the mill Personnel Office within the last thirty (30) days of the initial twelve (12) month period. However, should s/he fail to report for work within one (1) week after the date of certification or registration of a letter mailed to his/her address last reported to and received by the mill, s/he will thereupon be terminated.
- c. In any case where an employee is absent from work because of a physical disability the employee's rights to any benefit under this Labor Agreement will be maintained for a period of two (2) years, unless any competent medical authority advises that such employee is deemed permanently disabled to the point where employment should not be resumed. At the end of the two (2) years' disability, the Company will take no action to terminate the disabled employee without prior consultation with the Local Union Standing Committee. In any case where employment is held open beyond two (2) years, such

employee will not accumulate seniority during such extension beyond two (2) years.

- d. During the layoff or leave of absence period, provided for herein, the employee's right to his/her job will be maintained; s/he will receive vacation pay if qualified under Section 23; will receive holiday pay if qualified under Section 7; and will be eligible for such Health and Welfare coverages as are available to the employee under the Health and Welfare Plan in effect during his/her absence.

c. Job Rate Retention

- 1) If the Company permanently eliminates a job(s) or permanently reduces the number of employees filling a job, the work force shall be reassigned according to the provisions of Section 20 and applicable Seniority Ground Rules.
- 2) An employee with five (5) or more years of continuous service regularly assigned to a job from which s/he is permanently eliminated, or regularly assigned to a progression ladder job from which the employee is demoted as a result of a permanent job elimination or otherwise demoted as a direct result of a permanent job elimination shall retain the rate of the regularly assigned job from which the employee was demoted. The employee will receive only fifty percent (50%) of future general wage increases until such time as the rate of the job to which s/he is regularly assigned is equal to or greater than his/her retained rate, at which time his/her rate retention rights are no longer applicable. The rate retention period shall be computed from the first day the employee is scheduled to work on the lower paid job.
- 3) If the Company permanently reduces the number of Mechanics in the maintenance department, any Mechanic or Helper removed from the Maintenance Department shall be reassigned as provided in (1) above. If his/her reassigned job in another department carries a lower wage rate than his/her Mechanic's or Helper's rate, s/he will be eligible for job rate retention

under the terms and conditions set forth in paragraph (2) above.

- 4) Any employee who is displaced from his/her regular job due to a disabling on-the-job injury, and does maintain a job in the mill, will have his/her rate retained as provided in paragraphs (2) and (3) above.
3. Whenever the Company has made plans for substantial technological changes or the closing of departments which will result in permanent reductions of the work force, advance notice and consultation will be held with the Local Union Standing Committee. In such cases honest effort will be made jointly to place affected employees on available jobs in the mill for which they are or can be qualified. Job openings may be, by agreement, earmarked for named employees who are on a list of employees expected to be displaced by changes referred to above. This provision will not apply to normal layoffs.

D. Employment Security

Employees with two (2) or more years of service displaced to laid off status by permanent changes in operations other than closure may exercise the following option:

1. After three (3) months without return to regular status the displaced employee may request and will receive preferential consideration for hiring at any or all of the Company's covered locations.
2. The request must be made in writing to the Personnel Office at the employee's mill.
3. The employee must be qualified to perform the work and must meet employment criteria, except written tests, of the mill to which s/he transfers.
4. This option will be available to an employee for the period defined in Section 20, Paragraph C, 2b.
5. The transferee will retain Company seniority for vacations, holidays, and pensions, but will have no job seniority at the new location.
6. Recall to regular status at the original mill may not be declined prior to transfer.

7. The transferee will be on a ninety (90) day calendar probationary period at the new location. Either the transferee, or the Company, may void the transfer within this ninety (90) day period. Upon completion of the probationary period, recall rights to the original mill shall be forfeited.

SECTION 21 - LOCAL GROUND RULES

- A. Attached hereto as Exhibit F and made a part hereof are Local Ground Rules which were in effect on the date of the signing of this Agreement.
- B. At any time during the term of this Agreement, the Local Union Standing Committee may submit to the local Mill Manager a proposed new ground rule or a change in existing ground rules. The Mill Manager or his/her representative shall meet with the Local Union Standing Committee promptly thereafter to discuss the proposed ground rule or change in a ground rule. If agreement is reached on such a rule or change in a rule, it shall become a part of this Agreement. If no agreement is reached, the matter may be raised at the next contract re-opening period.
- C. Ground rules which are in effect on the signing of this Agreement, or others which may be mutually agreed to during the term of the Agreement, shall have the same force and effect as any other section of this Agreement. An alleged violation of such a rule may be made subject to a grievance and may be processed through arbitration. Arbitration awards shall be binding upon the parties in such cases as would any other award.

SECTION 22 - SUPERVISORS

- A. A supervisor shall not perform non-supervisory work which is normally done by an employee unless such work by the supervisor:
 1. Is done to meet non-deferrable operating necessities, or
 2. Is performed to assist or instruct an employee who does not have sufficient training, experience or skill to maintain continuity of operation, or
 3. During the occurrence of fire, flood, or other form of catastrophe or emergency, or
 4. Is performed after reasonable effort to secure qualified employee(s) has failed.

SECTION 23 - VACATIONS

A. Employees as defined in this agreement shall be granted one (1) week's vacation with pay, subject to the following terms and conditions: To be eligible for a week's vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Company on June 1st and either:

- 1. Have been an employee for not less than one (1) year prior to June 1st, during which year the employee worked a minimum of 1,000 hours, or**
- 2. Have worked a minimum of 1,500 hours prior to June 1st.**

B. Employees as defined in this Agreement shall be granted two (2) weeks' vacation with pay, subject to the following terms and conditions:

To be eligible for two (2) weeks' vacation during the year subsequent to any June 1st, the employee must qualify under the conditions set forth above for one (1) week's vacation and in addition either:

- 1. Have been an employee for not less than two (2) years prior to said June 1st, during which the employee worked a minimum of 1,000 hours in each of the two (2) years, or**
- 2. Have worked a minimum of 1,500 hours prior to June 1st in the first year of his/her employment and a minimum of 1,000 hours prior to June 1st in one (1) additional year.**

C. Employees as defined in this Agreement shall be granted three (3) weeks' vacation with pay, subject to the following terms and conditions:

To be eligible for a three (3) weeks' vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Company on June 1st and have worked a minimum of 1,000 hours during the year just preceding June 1st and in addition must:

- 1. Have been an employee for not less than five (5) years prior to June 1st, or**
- 2. Have worked a minimum of 1,500 hours prior to June 1st in the first year of his/her employment and have been an employee for not less than four (4) additional years.**

- D. Employees as defined in this Agreement shall be granted four (4) weeks' vacation with pay, subject to the following terms and conditions:

To be eligible for a four (4) weeks' vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Company on June 1st and have worked a minimum of 1,000 hours during the year just preceding June 1st, and in addition must:

1. Have been an employee for not less than ten (10) years prior to June 1st, or
2. Have worked a minimum of 1,500 hours prior to June 1st in the first year of his/her employment and have been an employee for not less than nine (9) additional years.

- E. Employees as defined in this Agreement shall be granted five (5) weeks' vacation with pay, subject to the following terms and conditions:

To be eligible for a five (5) weeks' vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Company on June 1st and have worked a minimum of 1,000 hours during the year just preceding June 1st and in addition must:

1. Have been an employee for not less than fifteen (15) years prior to June 1st, or
2. Have worked a minimum of 1,500 hours prior to June 1st in the first year of his/her employment, and have been an employee for not less than fourteen (14) additional years.

- F. Employees as defined in this Agreement shall be granted six (6) weeks' vacation with pay, subject to the following terms and conditions:

To be eligible for a six (6) weeks' vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Company on June 1st and have worked a minimum of 1,000 hours during the year just preceding June 1st and in addition must:

1. Have been an employee for not less than twenty (20) years prior to June 1st, or
2. Have worked a minimum of 1,500 hours prior to June 1st in the first year of his/her employment, and have been an employee for not less than nineteen (19) additional years.

- G. Provided that, with respect to paragraphs, A, B, C, D, E, and F in either subparagraphs 1 or 2 above of those paragraphs, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to termination of employment shall not be included, except as stated in paragraph J.
- H. Any employee who does not meet the qualifications of hours worked set forth above may, where applicable, use the following to qualify for vacation:
1. Time lost as a result of an accident, as recognized by the appropriate State agency, suffered during the course of employment shall be considered as time worked in applying the above provisions.
 2. For the purpose of determining the qualifications for vacations of an employee with five (5) or more years of continuous service, time lost by the employee for which non-industrial Sickness or Accident Benefits are paid to the employee under the Company's Welfare Plan shall be construed as time worked in applying the provisions of paragraphs B, C, D, E, and F of this Section 23. Provided (1) that time so lost shall be computed at eight (8) hours per day and forty (40) hours per week, and (2) that if the time lost so computed exceeds 520 hours in any contract year, only 520 hours shall be construed as time worked under the provisions of this subparagraph.
 3. Time spent in the following activities, but limited to eight (8) hours per day and forty (40) hours per week, will count as qualifying hours:
 - a. Paid funeral leave,
 - b. Paid jury duty,
 - c. Paid vacation,
 - d. Time spent in contract negotiations as an official member of the Union Bargaining Committee, but not to exceed sixty (60) days in any vacation eligibility year.
 - e. Leave of absence under Section 33-B.

In addition, hours credited in subparagraph 2 of paragraph C of Section IV-Exhibit A shall be counted as hours worked for the purpose of qualifying for vacation.

- I. It is agreed that any employee who has left the employ of the Company prior to June 1st for the purpose of serving in the armed forces, but who has otherwise fulfilled the qualifications for a vacation during the year just preceding that June 1st will be granted vacation pay. The vacation pay will be mailed to the employee immediately following June 1st, provided satisfactory proof has been furnished the Company that the employee is serving in the armed forces.

Any person returning from military service who:

1. Was on the payroll of the Company at the time of induction into the armed forces; and
2. Made application to return to the employ of the Company within ninety (90) days after being relieved from duty in the armed forces; and
3. Actually performed work for the Company, on or before, the June 1st immediately following his/her return from the armed forces; and
4. Had qualified for one (1) week's vacation while in the employ of the Company in the eligibility period in which s/he was inducted, or in the next preceding eligibility period; or whose service with the Company immediately preceding his/her induction, plus his/her service since his/her return from the armed forces immediately preceding June 1st, is sufficient to qualify the employee for a vacation under the requirements existing at the time s/he returns, shall be granted one (1) week's vacation with pay, whether or not s/he worked 1,000 hours in the eligibility period immediately prior to said June 1st.

Any person returning from military service when s/he has qualified for one (1) week's vacation on any of the bases made available to the employee whose total length of service with the Company including the time spent in the armed forces is sufficient to qualify the employee for a longer vacation, shall be granted the longer vacation without applying the requirements of hours worked to that period spent in the armed forces.

It is understood there shall be but one vacation for each eligibility period.

- J. Provided a terminating employee has completed five (5) or more years of continuous service at the time of termination, and has not

been discharged for cause, and provided the employee gives fourteen (14) calendar days' notice of his/her intent, s/he shall receive pro-rata vacation pay equal to one-twelfth (1/12) of fifty (50) hours for each week of vacation to which s/he was entitled on the previous June 1st for each completed month of service from said June 1st to the date of his/her termination.

- K. The allotment of vacation time is to be decided by the Company. Notwithstanding paragraph E of Section 10, the Company is permitted, but not obligated, to adjust starting days of vacation time for employees, if so requested. No employee is to have the privilege of drawing vacation pay and continuing to work in lieu of taking the vacation until that employee has scheduled two weeks off. Exercise of this privilege shall be voluntary on the part of the employee. No employee will be required to take vacation during a shutdown of that employee's job, department, or mill.
- L. 1. Employees will not be laid off or terminated for the purpose of avoiding vacation payments.
2. One week's vacation shall be continuous. Whenever operating conditions permit, two weeks' continuous vacation shall be so scheduled. Within the limits of this statement of principle, allotment of vacation time is to be decided by the Company. In administering the allotment of vacation time, the Company shall give timely notice to each employee of his/her proposed allotment and shall then consider in good faith, before making final decision, any change asked for by the employee or the Local Union Standing Committee. Such change may be asked for and shall be considered whether it arises from a personal preference for a vacation during a particular part of the contract year or from an announcement by the Company that the vacation time is to be allotted so as to coincide with an announced shutdown.
3. The parties agree that one (1) week of vacation on a day-at-a-time basis may be authorized by local mutual agreement, provided the effect of such agreement would not be to significantly increase mill costs. Guidelines developed locally shall not modify or supersede any benefit provided by this Master Labor Agreement. Upon request of either party, the local committees shall meet and discuss this issue in good faith.

4. A vacation must be taken within the vacation year (June 1 through May 31); that is, it may not be accumulated to be used in the following vacation year except that the third (3rd), fourth (4th), fifth (5th), and sixth (6th) weeks' vacation may be banked in accordance with the following:
 - a. Third, fourth, fifth, and sixth weeks' vacation earned may be banked for a total accumulation of twelve (12) weeks banked;
 - b. An employee may bank a vacation upon written application and shall be given written confirmation of the amount of vacation banked;
 - c. Banked vacation shall be paid at the rate of pay when taken;
 - d. An employee may withdraw banked vacation in any order desired by making written application and shall be given written confirmation of the amount of vacation remaining banked;
 - e. An employee may elect to draw payment in lieu of vacation time off for banked vacation only at the time of termination from the payroll of the Company.
 - f. Banked vacation shall be allotted by the Company but such allotment shall not interfere with regular vacation scheduling.
 - g. It is understood that all current year vacation must be used (taken or paid-in-lieu) prior to taking any banked vacation.
 5. Notwithstanding subparagraph 3 above, for the purpose of scheduling vacations the first Monday in June will be considered the beginning and end of the vacation year.
- M. The vacation pay per week for an employee who qualifies is to be computed as fifty (50) hours at the rate of his/her regular job as such rate exists on the day his/her vacation begins.
- N. When an employee is retiring, s/he is terminated from the payroll as an employee and as such is no longer a part of the collective bargaining unit covered by the Labor Agreement. However, in case of an employee who is retiring prior to June 1st pursuant to the Company retirement plan in effect, or at age 65, or later, pursuant to the Social Security Act, and who has fulfilled the requirements

of the Agreement as to hours worked within that contract year, the requirement that s/he be on the payroll on June 1st shall be waived and upon retirement s/he shall be paid a sum equivalent to vacation pay based on his/her then current rate. If the retiring employee has not fulfilled the requirement of the Agreement as to hours worked within the contract year, upon retirement s/he shall be paid a sum which shall be computed on a prorated basis dependent on the number of hours s/he worked as related to 1,000 hours.

- O. An employee who dies while on the payroll prior to June 1st, his/her heir (or heirs) shall upon proof of entitlement satisfactory to the Company, be paid a sum on a prorated basis dependent on the number of hours s/he worked as related to 1,000 hours at his/her then currently effective rate. If within six (6) months after the employee's death no application has been made to the Company by an heir (or heirs) or the Company by reasonable effort has been unable to locate heir (or heirs), the above stated obligation shall thereupon terminate.

SECTION 24 _ JURY DUTY ALLOWANCE

- A. An employee who is required to perform jury duty will be entitled to reimbursement at the straight time hourly rate of his/her regular job for the hours necessarily lost as a result of serving on the jury, provided that such reimbursement shall not exceed eight (8) hours per day or forty (40) hours per week, less pay received for jury duty. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service and of any jury duty pay received.
 - 1. An employee who has been notified that s/he is to appear for jury duty will, as soon as practical after receiving such notification, inform his/her supervisor and the Personnel Office of the date and hour that s/he is to appear.
 - 2. If an employee has been notified s/he is to appear for jury duty and such notice is rescinded before so appearing, s/he will immediately notify his/her supervisor and the Personnel Office and will report for work on his/her regular job as scheduled or directed.
 - 3. For County Superior or Circuit Court or Petit Jury Duty:
 - a. Day workers, tour workers on day shift and swing shift workers:

- 1) Employees will not be required to work on any day in which they are required to report for jury duty.
- b. Graveyard shift workers:
 - 1) An employee will not be required to work the graveyard shift immediately prior to the day s/he has to report for jury duty. If the employee is not required to be in court the following day, and is released prior to 3:30 p.m., s/he is expected to come in to work his/her graveyard shift that night. Such worker will be expected to contact his/her supervisor immediately after being released.
 - 2) If s/he is held by the court after 3:30 p.m., s/he is not expected to come in to work that night.
4. An employee serving on a jury case and available for normally scheduled work during periods such as a weekend recess or a prolonged recess will make arrangements with his/her supervisor to work until required to report again for jury duty.
5. Other Jury Duty Possibilities:
 - a. In event of a call for jury duty for one of the below listed possibilities, each case will be discussed as it come up, taking into account the nature of the jury duty, the location of the court, the expected duration of the call, and other variables. *Reimbursement will be granted under all reasonable circumstances.*
 - 1) Federal Grand Jury
 - 2) Federal District Court
 - 3) Superior Courts of other counties
 - 4) Coroner's Jury
 - 5) Subpoenaed Witness
 - b. Hours paid for jury duty will be counted as hours worked for the purpose of computing vacation and holiday pay, but will not be counted as hours worked for the purpose of computing overtime.

SECTION 25 _ FUNERAL LEAVE

- A. When death occurs to a member of an employee's immediate family, the employee, at his/her request, will be granted reasonable necessary time off as a funeral leave of absence for the purpose of attending the funeral and will be compensated at his/her regular

straight time hourly rate for hours lost from his/her regular schedule on any of the days prior to the funeral, the day of the funeral, and up to two (2) days after the funeral, with the maximum of three days' compensation.

- B. Members of an employee's immediate family shall be limited to the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, grandparents, step-parents, step-children, grandchildren, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law, spouse's grandparents and legal guardian.

The subject of immediate family definition shall be closed for bargaining until the contract opening next following the expiration of seven years from March 15, 1981.

- C. Compensable hours under the terms of this Section will be counted as hours worked for the purpose of computing vacation and holiday pay and will be counted as hours worked for the purpose of computing weekly overtime.

SECTION 26 _ WELFARE PLAN

- A. The Company shall make available to its employees and their dependents a welfare plan and dental plan, pursuant to the terms and conditions of Exhibit B attached hereto and made a part hereof.
- B. 1. A Joint Welfare Committee consisting of not less than four (4) and not more than six (6) members shall be appointed by the Local Union(s) and a like number appointed by the Company to review the questions which may arise concerning operating of the Welfare Plan. The Local Union(s) and the Company shall keep each other advised in writing of their then current respective committee members.
2. The Company upon request on an annual basis, shall furnish the Union Welfare Committee with the total insurance claims cost for the previous year.
- C. Pursuant to the terms of Exhibit B attached hereto, the Company will pay the full premium cost of employee Life, Accidental Death and Dismemberment and weekly Accident and Sickness Insurance.
- D. Pursuant to the terms of Exhibit B attached hereto and effective March 15, 1995, January 1, 1996, January 1, 1997, January 1, 1998, January 1, 1999, and January 1, 2000, the Company shall contribute a monthly amount necessary to maintain the Hospital-

Surgical-Medical and Dental coverages which are in effect on those dates except that for Hospital-Surgical-Medical contributions the following shall also apply:

Effective January 1, 1996, in the event that composite premiums (including HMO's) exceed \$350.00 per month per employee the employees shall share 50% of such excess costs, up to a maximum of \$17.50/month. (Effective January 1, 1999, increase the maximum to \$35.00/month). For employees opting for alternative coverage plans, the "monthly premium cost of the health care plan provided by the Company" shall be the Company-paid portion of the composite premium. The employee contribution shall be withheld on a pre-tax basis.

- E. For the duration of this Agreement, there will be constituted Joint Health Care Committees as set forth in Exhibit B, Schedule 1-Part E.

SECTION 27 _ PENSIONS

- A. The Company shall, entirely at its cost, provide pensions for its employees under the terms and provisions of the Company Retirement Plan established on September 27, 1950, effective as of January 1, 1950, and as amended to March 15, 1995, and attached hereto as Exhibit C.
- B. A Joint Pension Committee consisting of not less than four (4) and no more than six (6) members shall be appointed by the Union and a like number appointed by the Company to formulate and revise uniform statistical reports and review questions which may arise concerning operation of the Retirement Plan. The Union and the Company shall keep each other advised in writing of their then current respective committee members.
- C. Not later than July 1st of each year the Company shall furnish the Joint Pension Committee such statistical reports (including reports related to pensions required by the Federal Disclosure Act) and other information as the committee may determine to be needed by the Union.

SECTION 28 _ ADJUSTMENT OF GRIEVANCES

- A. All disputes, complaints, or grievances of any employee or the Local Union may be presented through the grievance procedures of

this Agreement, and if not thereby settled may be processed to arbitration for a determination of whether the terms of this Agreement have been violated. If a question of arbitrability is raised by either party, that question shall be determined first by the arbitrator. This Section shall not be applicable to grievances arising from discharge or suspension.

- B. Standing Committees shall be maintained in each Mill in the following manner:
1. The Local Mill Manager shall appoint a Company Standing Committee of three (3) managerial employees of the Mill which shall represent the Company.
 2. The Local Union shall select a Local Union Standing Committee of three (3) employees which shall represent the Local Union for the purposes stated in this Agreement. Provided, however, that if on October 1, 1964, two Local Unions were functioning in the Longview Mill, grandfather rights to continue such dual organizations will be accorded as follows: While such dual organizations continue, each such Local Union may select a Local Union Standing Committee of three (3) employees which shall represent that Local Union for the purposes of this Agreement, but said committees shall act jointly on any matter which, in the judgement of management, concerns or is expected to concern employees of both local unions.
 3. Either Standing Committee shall have the right to have present at any Standing Committee Meeting any individual deemed necessary by it for purposes of advice or consultation.
 4. The Company Standing Committee and the Local Union Standing Committee have the authority to make the final decision consistent with the terms of this Agreement on matters properly before them. Either party may express reservation that it desires to refer the question under consideration to higher authority.
 5. Accurate minutes of each and every Standing Committee meeting and meetings held at Step II and Step III must be kept and must be signed by the appropriate Company representative and the appropriate Union representative. The minutes shall include statements of positions and conclusions, if any. A copy shall be supplied to the Local Union.

- C. Should there be any dispute, complaint, or grievance of any employee or the Local Union, herein collectively referred to as grievances, the employee shall work as directed by Management pending final adjustment of the grievance. Any such grievance shall be deemed to have been waived if not presented as a formal grievance by the employee to his/her Supervisor within thirty (30) calendar days following either the occurrence out of which the grievance arose or the first date upon which the grievance could reasonably be assumed to have been known to the employee, whichever is later.

STEP I

Such dispute, complaint, or grievance shall first be taken up with his/her Supervisor by the employee. In the event the employee desires to submit the matter as a formal grievance, s/he shall present it in writing to the Supervisor specifying the date of submission. The employee may have the Shop Steward accompany the employee which s/he discusses the matter with his/her Supervisor. If the Supervisor and the grievant are unable to arrive at a satisfactory settlement, to be timely the grievance must be referred to Step II within ten (10) calendar days after the date the grievance was first presented to the Supervisor as a formal grievance. The Supervisor must give his/her reply within the first six (6) days of the ten (10) calendar days after the date the grievance was first presented as a formal grievance.

STEP II

Any such grievance shall be submitted in writing by the Local Union Standing Committee to the Company Standing Committee setting forth the circumstances out of which the grievance arose, and the remedy or correction requested. Subjects which have been presented at Step I but not mentioned in said written submission shall nevertheless be dealt with:

1. Within ten (10) calendar days after the date of receipt of such written grievance the two committees shall meet.
2. If the two committees are unable to arrive at a satisfactory settlement within ten (10) calendar days after their initial meeting, to be timely the Local Union Standing Committee must

STEP III

refer the grievance in writing to the local Mill Manager within fifteen (15) calendar days of the expiration of the ten (10) calendar day period in Step II-2.

1. Within ten (10) calendar days after the date of such written notice the local Mill Manager and/or his/her representative and the representative(s) of the Local Union shall meet.
2. If the local Mill Manager and/or representative and the representative(s) of the Local Union are unable to arrive at a satisfactory settlement within twelve (12) calendar days after their initial meeting, to be timely the Local Union must

STEP IV

Submit the grievance to the arbitrator as provided in Section 30 of this Agreement within thirty (30) calendar days after the expiration of the twelve (12) calendar day period of Step III-2.

- D. The parties in Step II and in Step III may, by mutual agreement in writing, extend the time limit specified in Step II-2 and/or Step III-2 for a period not to exceed thirty (30) calendar days.
- E. However:
 1. In case of a grievance which affects a group of five (5) or more employees who have the right under this Agreement to present that grievance to their supervisor(s), an official or some other representative appointed by the Local Union shall have the right to take that grievance up directly in Step III.
 2. In case of a grievance affecting the rights of the Local Union, as such, as distinguished from grievances involving an individual employee or group of employees, the Local Union shall have the right to take that grievance up directly in Step III.
 3. When a grievance is filed alleging a violation of Section 22 SUPERVISORS, the Local Union shall have the right to take that grievance up directly in Step III.
 4. In case of a grievance which could be presented by an employee to his/her supervisor at Step I (but who is unwilling to do so), the appropriate Shop Steward for the department where the grievance arises shall have the right to present that grievance in accordance with Step I as a formal grievance.

SECTION 29 _ APPEAL FROM DISCHARGE OR SUSPENSION

- A. Any claim of unjust discharge or suspension during the life of this Agreement or any continuance thereof, to be timely must

STEP I

be referred in writing to the Mill Manager or his/her representative through the Local Union Standing Committee no later than on the seventh (7th) calendar day after the day upon which the Local Union Standing Committee was notified of the discharge or suspension pursuant to the provisions of Section 17 paragraph B.1. Said notification to the Local Union Standing Committee must be in writing:

1. These two parties shall meet within five (5) calendar days, excluding holidays defined in Section 7, after the date of the referral.
2. If, upon investigation, no settlement is made within ten (10) calendar days after their initial meeting, to be timely the case must

STEP II

within thirty (30) calendar days after the expiration of the ten (10) calendar day period in Step 1-2, submit the case to arbitration as provided in Section 30 of this Agreement.

- B. The parties in Step 1, by mutual agreement in writing, may extend the time limit specified in Step 1-2 for a period not to exceed thirty (30) calendar days.

SECTION 30 _ ARBITRATION

- A. In the event the parties are unable to reach a settlement of a grievance or an appeal from discharge or suspension, the dispute may be moved to arbitration in accordance with the provisions of this Section only if and after the timely utilization and completion of all prior steps in Section 28 or Section 29, whichever is applicable, have failed to produce an agreement between the parties. The prior steps and time limits for initiation and completion are set forth in Sections 28 and 29. Failure of the charging party to act within the applicable time limit specified for any Step in Section 28 or Section 29, whichever is applicable, shall constitute waiver of the charging party's right to further consideration of the case.

- B. Arbitration shall be conducted by a single arbitrator. The arbitrator's decision shall be final and binding upon both parties, provided, however:**
- 1. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement, or to impose any obligation on the Union or Company not expressly agreed to by the terms of this Agreement. The arbitrator shall pass on any question of arbitrability only in the following manner:**
 - a. If the Company shall challenge the arbitrability of any grievance, the question of arbitrability shall be submitted to the arbitrator for his/her recommendation of whether or not the grievance is arbitrable. A grievance is arbitrable only if it is based upon the terms of this Agreement. When the arbitrator is asked to consider a question of arbitrability, s/he shall also be presented the question of the merits of the grievance and shall rule on the merits if s/he recommends that the dispute is arbitrable.**
 - b. After the arbitrator's commendation on the question of arbitrability, either the Union or the Company may, without prejudice, seek a judicial determination of the question of arbitrability. Questions involving only the timeliness of grievance processing are not considered to be questions of arbitrability under this paragraph.**
 - 2. In suspension or discharge cases submitted to arbitration and as to which the arbitrator shall find the suspension or discharge to be unjustified, the amount of payment for lost time shall be determined by the arbitrator, but shall not exceed payment for lost time at the employee's rate of pay of the job s/he was on at the time of suspension or discharge.**
 - 3. The management rights as provided in Section I are not subject to the grievance and/or arbitration procedures of this Agreement.**
- C. It is agreed that the selection of Arbitrators shall be from the following list and that these Arbitrators shall be alternated in alphabetical order: John Abernathy, Thomas Levak, Gary Axon, Phillip Kienast and Ross Runkel. If none of the arbitrators from this list are available, under the conditions provided for above with-**

in not less than fifteen (15) nor more than forty-five (45) calendar days after the date which the Union notifies the Company in writing that it is carrying the dispute to arbitration, then the arbitrators for that particular case shall be selected from a list of arbitrators supplied by the Federal Mediation and Conciliation Service. If the parties cannot mutually agree to an arbitrator who appears on that list, they shall choose one of the arbitrators on that list as follows: By a coin toss. The winning party shall start by striking one name from the list, the other party will then strike one name, both parties continuing to strike one name alternately until only one name is left, who shall be the arbitrator.

- D. Each party to any arbitration shall bear the expenses of preparing and presenting its own case. The Union and the Company shall share equally the expense of the arbitration such as the arbitrator's fee, hearing room, transcript ordered for the arbitrator and other expense ordered by the arbitrator.
- E. Except as modified by other provisions of this Agreement, or by mutual agreement of the parties in an individual case, the arbitration proceedings shall be conducted in accordance with the following rules:
1. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Voluntary Labor Arbitration Rules, except as modified herein.
 2. The arbitrator selected must begin hearing the case within thirty (30) calendar days following his/her selection.
 3. The arbitrator must render his/her decision within thirty (30) calendar days following his/her receipt of the transcript of the arbitration hearing or the date set for filing of Post Hearing Briefs, if any.
 4. The arbitrator shall exercise all powers relating to admissibility of evidence, hearing procedures and conduct of the hearing.
 5. The parties are entitled to be heard, to present evidence, to cross-examine witnesses, and to present oral or written argument. They shall stipulate to as many facts as possible to expedite the hearing. Such stipulations, whenever possible, should be agreed upon by the parties prior to the hearing. Rules of evidence and judicial procedures need not be observed.

6. On the request of either party, the testimony of witnesses shall be given under oath.
 7. On application of either party, the arbitrator on his/her own determination may issue subpoenas for the attendance of witnesses or the production of books, records, documents and other evidence, and the parties hereto agree that such subpoenas are effective to them, their agents, members, and employees. In all other respects if such subpoenas are cognizable under the laws of the State where the arbitration is to be held, they shall be enforceable under such law.
 8. The arbitrator may adjourn the hearing from time to time as s/he deems necessary. s/he may order the deposition of a witness to be taken for use as evidence and not for discovery, if the witness cannot be compelled to attend the hearing or if circumstances are such that such depositions are desirable. Such depositions can be ordered by the arbitrator prior to the arbitration hearing where good cause therefore is shown by either party. Reasonable notice to the other party and the right of cross-examination shall be afforded at any deposition.
 9. On the conclusion of any hearing, the arbitrator shall rule on the request to submit a written brief if either party makes such a request, or the arbitrator may order that the parties submit briefs.
 10. Either party shall have the right to call to the attention of the arbitrator in writing (copy to the other party) any new evidence appearing in the other party's Post Hearing Brief.
 11. Neither party may be required to arbitrate more than one grievance as a part of a single case.
- F. When the Union requests arbitration, it shall send a copy of its request to the main office of the Association of Western Pulp and Paper Workers. When the Company requests arbitration, it shall send a copy of its request to the Pacific Coast Association of Pulp and Paper Manufacturers. The two associations then shall, by mutual agreement, set the date of the hearing, the place of the hearing, provide notice to the arbitrator, and provide all other "housekeeping" details necessary for the hearing itself.

SECTION 31 _ COMPANY-WIDE BARGAINING PROCEDURE

- A. The Company and the Union agree to meet about six (6) months prior to the termination date of the Company-wide Agreement to review the possibility of continuing Company-wide bargaining at the termination of this Agreement. If the parties agree to continue bargaining on a Company-wide basis, the following provisions will be effective:
1. One hundred and five (105) days prior to the termination date of the Labor Agreement the parties will begin negotiating local issues on a mill-by-mill basis. These negotiations may continue for a twelve (12) day period but can, by mutual agreement, be extended to a maximum of twenty-five (25) days. The parties will exchange agendas on a mutually agreeable date approximately five (5) days before bargaining begins. Any unresolved local issues may be carried over to the Company-wide negotiations for ultimate disposition.
 2. Any Local Union wishing to withdraw from Company-wide bargaining must notify Weyerhaeuser Paper Company not later than sixty-seven (67) days prior to the termination of the Company-wide Agreement.
 3. Upon receipt of notice from any Local(s) that it is withdrawing from Company-wide bargaining, the Company may only follow one of these two procedures:
 - a. Withdraw from Company-wide bargaining by serving notice to the AWPPW sixty (60) days prior to the termination date of the Company-wide Agreement. Said notice from the Company to the AWPPW will constitute notice to all Locals, or
 - b. Bargain with each withdrawing Local(s) separately, and bargain in one unit with all of the Locals that do not choose to withdraw.
 4. Any contract negotiated for a Company-wide unit or for a unit containing more than one mill will consist of one written contract with Local Supplements incorporating Agreements on local issues. There shall be attached hereto as Exhibit D, and made a part hereof, the Local Supplemental Agreement to become effective on the date of this Agreement which is

applicable in each respective case to the Cosmopolis Pulp Mill, Longview Mill and Springfield Paperboard Mill.

- a. Local 680 and Longview Fine Paper are party to all provisions of the Labor Agreement except as provided for in their Local Supplement, Exhibit D, attached hereto and made part hereof.
5. In ratifying any Company-wide Agreement, the voting will be conducted in accordance with the AWWPW Constitution as it is presently written.

SECTION 32 _ MATTERS COVERED AND COMPLETE AGREEMENT

- A. All matters not covered in this agreement shall be deemed to have been raised and disposed of as if covered herein.
- B. It is agreed that this document contains the full and complete agreement on all bargaining issues between all parties hereto and/or all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue.
- C. The failure of the Union to enforce any of the provisions of this Agreement or exercise any rights granted by law, or the failure of the Company to exercise any right reserved to it or its exercise of any such right in a particular way, shall not be deemed a waiver of any such right or waiver of its authority to exercise any such right in some other way not in conflict with the terms of this Agreement.

SECTION 33 _ LEAVES OF ABSENCE FOR UNION BUSINESS

- A. Upon written request of the Union giving two (2) weeks' advance notice, the Company will grant an employee(s) elected or assigned to a full-time Union office a leave(s) of absence without pay for one term of office but not to exceed four (4) years or the termination of this Agreement, whichever occurs earlier. Such leave of absence will be renewable for additional terms of office. Not more than two (2) employees shall be granted such leaves at the same time at the Mill, and no employee shall be granted more than one (1) such leave of absence during the period of his/her employment at the Mill.

1. Written confirmation of such leave(s) shall be provided to the employee, the Local Union and the Union.
 2. Seniority shall not be broken, but shall not accumulate during such leaves.
 3. An employee must return to work or report his/her availability for work (if no work is available) at the end of his/her leave or within two (2) weeks following completion of the assignment for which the leave was granted, whichever is earlier.
- B. Upon written request of the Union or the Local Union giving two (2) weeks' advance notice, the Company will grant employees elected or assigned to attend a Union conference or convention or to serve as a part-time employee of the Union leave(s) of absence without pay, each leave not to exceed sixty (60) days. The granting of such leave(s) of absence shall be limited to a reasonable number consistent with operating efficiency.
1. Time spent on such leave(s) of absence shall be counted as hours worked (limited to eight (8) hours per day and forty (40) hours per week) for the purpose of qualifying for vacation holiday pay and for pension credit. Credit for these purposes for Union leaves shall not exceed one hundred and fifty (150) days in any calendar year.
- C. While on such leave(s) of absence, an employee(s) shall have the right and be subject to the conditions set forth in subsection C-2(d) of Section 20.

SECTION 34 _ MISCELLANEOUS

I. Health Transfers

When an employee is required to move to another area for reasons of health, the Company will endeavor to assist such individual in obtaining employment in another Weyerhaeuser mill in the area to which s/he is moving.

II. Time Off for Voting

When an employee's work schedule is such that it is difficult or impossible for the employee to exercise his/her privilege of voting, the Company will, at the request of the employee, arrange for modification of his/her work schedule so that s/he will have adequate time in which to vote.

III. Contract Work

- A. It is the intent of the Company to fully utilize maintenance employees at all covered mills. Maintenance work traditionally and normally performed by Company employees will be performed by these employees unless:
1. Appropriate skills are unavailable, or
 2. Necessary equipment is not reasonably and timely available, or
 3. Manhours necessary to complete the job are unavailable within the time period during which the Company feels the job must be completed, or unless use of Company's personnel would curtail or delay necessary maintenance work. The fact that maintenance employees have or will have worked forty (40) hours in a particular week(s) shall not be the determining factor as to whether there are, or are not, available manhours, or
 4. If necessary maintenance work is to be performed while employees are on layoff, the two Standing Committees will meet, discuss and make an honest effort to determine what, if any, part of that necessary maintenance work can be performed by laid off employees.
- B. If it becomes necessary to deviate from this intent, the Company will discuss with the Union the circumstances that require the proposed contract work.

The Company will notify the Local Union President or such individual as s/he may designate, of work in the mill to be performed by outside contractors, and will afford the employee the opportunity to review the same with the Mill Manager or his/her representative. The Company will give due consideration to alternate suggestions presented by the Union before making a final commitment to contract. Prior notice and discussion requirements of this paragraph shall be waived in cases of bona fide nondeferrable emergencies, but, the Union President or such individual as s/he may designate will be notified of emergency contracting within seventy-two (72) hours of the time the emergency arose.

- C. We are committed to cost effective maintenance as a means of achieving our goal of overall mill competitiveness. Total maintenance cost effectiveness can only be achieved through full and efficient use of our maintenance workforce and cost effective use of contractors. In furtherance of this goal, a joint committee consisting

of mechanics and maintenance supervisors shall be established to systematically review and recommend revision of current maintenance practices which are clearly not cost effective. Recommendations shall be referred to the Local Union President and Mill Manager for resolution.

- D. It shall not constitute a waiver of the parties' rights nor establish a precedent if either or both do what they have a right to refrain from doing or refrain from doing what they have a right to do.

IV. Transfers

Employees who transfer from a Weyerhaeuser Operation to a Mill covered by this Agreement, with the approval of the Company, with no break in service, will retain their Company seniority for purposes of determining vacation, holiday and pension benefits.

V. Additional Work

Whenever an employee is called in outside his/her scheduled shift for a job or jobs, s/he will have the option of refusing additional work if so assigned.

VI. Memorandum of Understanding

The Company (Weyerhaeuser Paper Company) and the Union (Association of Western Pulp and Paper Workers and its affiliated Locals No. 211, 580, 633, 677, and 680) jointly acknowledge that continuous efforts to improve mill competitiveness are vital to our mutual long-term success.

In recognition of such, the Company and Union agree to meet on a regular basis to work toward such goals on an overall company-wide basis. A joint local union-management committee will be established at each location which shall work with management and union people to improve competitiveness of their respective mill within the industry. The respective joint committees in working to improve competitiveness of their mill are committed to give full consideration to the welfare and safety of all employees in implementing changes in operational or working conditions which are not in conflict with the terms and conditions of the Local Agreement and its attached supplement. The respective local union-management committees shall report their activities and recommendations if any, pertaining to modification of the Labor Agreement and/or Local Supplements, at each regularly scheduled company-union meeting.

It is further agreed that if the Company (Weyerhaeuser Paper Company) and the Union (Association of Western Pulp and Paper Workers and its affiliated Locals 211, 580, 633, 677, and 680) mutually agree to modify the Labor Agreement and/or local supplement during its term, to accomplish the goals of this Memorandum of Understanding, it shall be permissible upon approval of the respective parties in accordance with their internal processes.

VII. Memorandum of Understanding

Subject to ratification of its May 25, 1987, Final Settlement Proposal, the Company agrees to jointly explore with representatives of the Union the following subject matter:

- A. The possibility of providing, through payroll deduction, the opportunity for Cosmopolis and North Bend employees to obtain, at their sole expense and without adverse impact on the costs of the current medical plan, supplemental coverage to offset the 20 percent copayment liability under the present plan.

VIII. Letter of Understanding

Employees working extended shifts shall have access to nutritious food, the cost of which shall be borne by the employee. Specific arrangements shall be determined and made by local mill management.

IX. FOUR MILL UNIT ALCOHOL AND DRUG ABUSE POLICY

A. General Policy

1. The Company and the Union recognize that the abuse of alcohol and drugs in the work place is a serious problem which endangers the health and safety of workers on the job and reduces their efficiency. Recognizing that alcohol and drug dependency is an illness, the parties agree that the focus of the policy is on recovery, not discipline. The parties to this agreement therefore adopt the following policy to eliminate the effects of alcohol and drug use on the job and to assist employees in freeing themselves from alcohol and drug dependency.
2. The Company and Union have no desire to dictate the private behavior of its employees/members and become concerned

only when such conduct appears to result in unacceptable job performance or safety concerns.

3. This policy shall apply to all employees of the four mills. All contractors performing work on the plant site must express in writing their commitment to work alcohol and drug free. This alcohol and drug free commitment also extends to any subcontractor the contractor may employ.

B. Employee Family Assistance Program (EFAP)

1. Employee family assistance programs will be provided at each location without cost to the employee or dependents. Employees with alcohol or drug dependency are encouraged to voluntarily seek help through the local EFAP. An Employee accepted into a treatment program will be provided necessary leaves of absence and will receive applicable Sickness and Accident insurance benefits.
2. All requests for assistance, the results of treatment and counseling, shall be kept strictly confidential. Confidentiality for the individual is of prime concern.

C. Work Rules

Causes for discipline and discharge include:

1. Bringing intoxicants or controlled substances into, possessing, or consuming intoxicants or controlled substances in the mill or on mill premises.
2. Reporting for duty under the influence of liquor or controlled substances.

D. Procedure

1. The Company may require an employee to submit to a urine and/or blood test to determine the presence of alcohol or drugs in the body if there is a reasonable suspicion that the employee to be tested is under the influence of alcohol or drugs. Under no conditions will there be random or mass alcohol or drug testing of employees. For the purpose of his/her policy, "reasonable suspicion" is defined to mean:
 - a. Aberrant or unusual on-duty behavior of an employee of a type which is a recognized and accepted symptom of intoxication or impairment caused by being under the influence of alcohol or a controlled substance. Aberrant or

unusual on-duty behavior is; abnormal behavior to a degree that causes immediate concern for the employee's physical or mental well-being and safety; or when an employee's behavior or actions are not logical or understandable to a reasonable person.

- b. Involvement in an accident, by itself, shall not be considered grounds for reasonable suspicion.
2. Reports of alcohol or drug abuse or aberrant behavior which are not confirmed by written observations shall not constitute reasonable suspicion.
3. Before an employee is sent to a medical facility for testing, the initial observations and decisions to test will be reviewed by the designated union representative and confirmed by a second salaried employee. Observations must be put in writing. A copy must be provided to the employee and the Union representative for full participation (if such employee is covered by the Labor Agreement) before the employee goes to the medical facility.
4. All employees required to take a test will be placed on a paid leave of absence pending receipt of the test results.
5. Employees refusing to cooperate with requested testing are subject to discipline up to and including discharge.

E. Testing

1. The parties shall initially select a reputable facility for base testing and confirmatory testing at Company expense. The facility for confirmatory testing must meet all standards set by Federal Health Agencies for laboratory performance, and they must employ certified Medical Technologists and Technicians. The Union will be provided with the testing facilities' names, addresses, and credentials. The Union retains the right to demand a change in test procedure or test facility based on reliable information which disproves the accuracy or quality of either.
2. All samples which test positive will be confirmed. Tests for controlled substances will be confirmed using a gas chromatography/mass spectrometry test or a superior or equally reliable test if same becomes reasonably available.

3. The employee, at his/her expense, will have the opportunity to have a reputable testing facility test the same sample submitted to the original test facility. Accepted chain of custody procedures must be followed, and the test facility must meet all standards set by Federal Health Agencies for laboratory performance using certified Medical Technologists and Technicians.
4. An employee may request the independent test by notifying the Human Resources Department in writing within two (2) business days after the day the employee is informed of the test results.
5. All test results will be kept confidential and will be available only to a designated employer representative, a designated Union representative (if covered by the Labor Agreement) and the employee as soon as the test results are available.
6. Failure to follow the procedures of Section V, *Testing*, shall result in the elimination of the test results as if no test had been conducted. The test results shall be destroyed and may not be used as the basis for any disciplinary action against the employee.
7. The levels at which samples shall be called positive are as follows:

Marijuana Metabolites	100 ng/ml
Cocaine Metabolites	300 ng/ml
Opiates	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml
Alcohol	.04 percent

F. Referral Policy

1. A positive test indicates a violation of the work rules. An employee who accepts referral to a treatment program will enter into a referral agreement in lieu of disciplinary action.
2. Employees who test positive will be evaluated by certified addiction counselors, so certified by an appropriate certification board. The treatment recommendation of such counselor and *Return-To-Work* provisions will be included as a part of the Referral Agreement.

3. The terms and conditions of each Referral Agreement will be put in writing and signed by the employee, the Union (if covered by the Labor Agreement) and the Company. The Referral Agreement will contain some basic core requirements but will be designed giving consideration to the individual's circumstances.
4. An employee who fails to live up to the terms and conditions of the Referral Agreement, may receive the previously withheld discipline. However, before the disciplinary action is imposed, the Company and the Union representative will attempt to counsel the employee into completing the treatment program.
5. An employee who is required to participate in a treatment program as a condition of continued employment shall continue to be subject to the same rules, working conditions, and disciplinary procedures in effect for other employees. Employees will not be allowed to enter a treatment program in lieu of discipline more than one time except by specific company approval.

G. Union Liability

The Company agrees to hold the Union harmless with respect to reasonable legal expenses incurred by the Union in defending itself in litigation resulting from the Company's activities in carrying out the drug testing program.

H. Duration

This Agreement shall be subject to the conditions of the *Term of Agreement and Changes in Agreement* sections of the appropriate Labor Agreements (Section 37 _ MLA and Section 34 _ North Bend).

SECTION 35 _ MILL CLOSURE

- A. 1. In the event of the permanent closure of any Mill covered by this Agreement, severance benefits will be available under this section to qualified severed employees whose severance results from a mill closure.
2. For the purpose of this section, a Mill Closure is defined as a shutdown which results when the mill's typical end products are no longer produced; the continual operation of supplemental departments in the plan (e.g., chip plant) not withstanding.

Those plant employees who are directly or indirectly laid off as a result of such closure will be covered by this section.

3. As it applies to the following locations, the term "mill" in this section is construed to mean:
 - a. Longview: Chemical Plant, Pulp Mill, Containerboard Machine, Bleachboard Machine, Extruders, Chip Facility, each Fine Paper Machine at RW, Finishing as separate mills.
 - b. Cosmopolis: Chip Plant, Pulp Mill as separate mills, notwithstanding the continuation of chip handling of incoming chips.
 - c. Springfield: Machines 1 and 2 as separate mills.
 - d. North Bend Mill

Employees in the mills referred to in this paragraph shall have all the rights of SECTION 20 _ SENIORITY.

- B. All employees with at least five (5) full continuous years of service who remain with the Company as long as their services are required and who do not retain a job in the mill by application of seniority rights under Section 20, shall be entitled to severance pay at the regular straight time rate of their last regular job at the rate of forty (40) hours' pay for each full year of service.
 - C. 1. At the time that their active employment ceases because of a mill closure, all employees with five (5) or more years' service, at their request, may receive for one (1) year thereafter, preferential consideration for employment openings at the Company's Northwest pulp and paperboard operations.
 2. Employees who have not taken other employment with the Company's northwest pulp and paperboard operations at the end of the one (1) year period referred to in C.1. will receive any payments as provided for in paragraph B of this section. At any time, an employee may revoke his/her request for preferential consideration for employment openings, and paragraph B of this section will be applicable.
 3. Those employees who do not request such preferential consideration for employment openings will be entitled to severance pay as provided in paragraph B of this section.

- a. During the one (1) year period referred to in C.1., the employee is not eligible for payments under paragraph B of this section, and the employee will accumulate no additional years of service for pension purposes beyond the date his/her active employment ceases unless, during the one (1) year period, s/he obtains other employment with the Company's northwest pulp and paperboard operations.
 - b. Employees who are transferred during this one (1) year period will retain Company seniority for vacations, holidays and pensions, but will have no job seniority at the new location.
 - c. Employees transferring within this one (1) year period will not receive severance pay.
- D. An employee with five (5) or more years of service who requests preferential consideration for employment, as described in C.1., will have Life, AD&D, Dental and HMS coverage for the employee and family paid for by the Company for up to six (6) months. s/he may continue his/her Life, AD&D, Dental and HMS for up to an additional six (6) months by paying the necessary premiums in advance. This privilege will not apply when; 1) employment with other company operations is obtained, or 2) when severance pay is requested.

In the event an employee otherwise eligible for the Life, AD&D, Dental, and HMS benefits provided by this paragraph obtains employment other than with the Company, his/her Life, AD&D, Dental, and HMS benefits hereunder will be limited to those amounts by which his/her Weyerhaeuser benefits exceed his/her new employer's benefits. The new employer's plan will be considered as primary and Weyerhaeuser's as secondary.

- E. 1. If, at the time an employee ceases active employment due to mill closure, the employee has not fulfilled the requirement of this Agreement as to the hours worked within the current vacation year to entitle the employee to vacation payments under Section 23 of this Agreement, s/he shall be paid a sum which shall be computed on a pro-rated basis dependent on the number of hours s/he worked as related to 1,000 hours. Such payment will be made at the time active employment ceases. If the employee transfers, s/he shall receive no greater vacation or pay in lieu thereof during the year s/he obtains new employ-

ment with the Company than s/he would receive under this Agreement or the applicable agreement for his/her new employment.

2. A transferred employee shall have the option of receiving pay in lieu of earned and banked vacation pay or transferring earned and banked vacation time and pay to the new location.

F. A participant in the retirement plan who is terminated as a result of a permanent mill closure and is not transferred to another northwest pulp and paperboard operation within the one (1) year period following cessation of active employment shall receive a vested right to the benefits s/he has accrued to the date his/her active employment ceases provided s/he has five (5) years or more of credited service at such time.

G. Effective August 1, 1972, all new employees, except Journeyman Mechanics, hired at presently existing facilities shall remain in a temporary status from their date of hire until their second anniversary of employment. The jobs occupied by these temporary employees shall constitute a reserve for employees with five (5) or more years of service who are displaced as a result of mill closure. NOTE: The provisions of Section 35, paragraph G shall not apply to Longview Fine Paper employees hired prior to March 15, 1981.

H. EDUCATION/TRAINING

Employees with at least five (5) years who lose their job under a mill closure and who have no options under this Section 35 to transfer to other mills and have no option to retain a job on the current plant site shall be eligible for reimbursement for pre-approved course work for retraining (vocational or academic) to a maximum of \$1500.00.

I. RELOCATION

Employees who accept a transfer by application of this Section 35 to another mill in the 4-Mill unit, and who have no option to remain on the current plant site shall be reimbursed for reasonable relocation expenses to a maximum of \$750.00.

J. PROFESSIONAL ASSISTANCE

The Company will provide professional assistance in assisting displaced employees with resumes, job search and notification to potential employers of employee job skills.

- K. The Company will provide 60 day notice of closure of any mill as defined in this Section.

SECTION 36 _ TERM OF AGREEMENT AND CHANGES IN AGREEMENT

This Agreement shall be in effect from the date of its execution up to and including March 14, 2001, and shall be automatically renewed thereafter from year to year unless notice of desire to modify is given by either party as hereinafter provided.

- A. All notices given under the provisions of this section on behalf of the Union shall be given by its President to the Industrial Relations Manager, Weyerhaeuser Paper Company. Similarly, notices on behalf of Weyerhaeuser Paper Company shall be given to the President of the Union or to such other officer of the Union as it may in writing direct to receive such notices.
- B. This Agreement may be modified as follows:
Either party desiring any modification shall mail to the other party notice in writing by registered mail sixty (60) days prior to March 15, 2001, or prior to any subsequent March 15th on which this contract is in effect that a modification is desired; and if no such sixty (60) day notice is given prior to any March 15th, the earliest time at which such notice may be later mailed is sixty (60) days prior to March 15th of the next year.
- C. If notice of desire for modification has been given, the parties shall meet for collective bargaining at a reasonable time following such notice; the Company shall be represented in such negotiations by a bargaining committee of its choosing, and the Union shall be represented by a bargaining committee selected by the Union. Any agreement or modification arrived at in such negotiations shall be binding on the parties when approved by each party in accordance with their then existing internal rules, regulations or policies. If such negotiations have not been completed on the anniversary date with reference to which the notice of modification has been mailed as provided in B, the Agreement shall, nevertheless, continue in full force and effect, subject to termination by either party at any time upon ten (10) days' written notice to the other party.
- D. This Agreement and all its terms and conditions shall be binding, until March 14, 2001, upon any individual(s), company(s) or corporation(s) that acquire by purchase, merger, or any form or

reorganization, a mill covered by this Agreement and continues to operate the mill or any portion thereof substantially in the same manner as the mill or portion thereof was operated by the predecessor owner.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this day, December 21, 1994.

For
Weyerhaeuser Paper Co.

For the
Association of Western
Pulp and Paper Workers

EXHIBIT A

SECTION 1 _ WAGE RATES

A. Effective January 2, 1995

1. Provide a general wage increase of three percent (3%).

B. Effective March 11, 1996

1. Provide a general wage increase of three percent (3%).

C. Effective March 10, 1997

1. Provide a general wage increase of three percent (3%).

D. Effective March 9, 1998

1. Provide a general wage increase of three percent (3%).

E. Effective March 15, 1999

1. Provide a general wage increase of two -and-a-half percent (2.5%).

F. Effective March 13, 2000

1. Provide a general wage increase of two percent (2%).

G. Variable Pay Plan

The purpose of this plan is to recognize and reward employee contributions to mill goals based upon mill performance and mill results.

1. MILL PERFORMANCE

- a. The performance factor to be measured shall be prime saleable tons produced.
- b. Annual production plans shall be established by the Company and these plans shall be the basis for the performance/payout schedules. Performance payout schedules for 1990 are attached. Annual production plans for 1991 and beyond shall be established using the same guidelines as were used for the 1990 plans.

2. MILL PRE-TAX EARNINGS

- a. The earnings factor is based upon the annual pre-tax earnings for each mill as determined in accordance with its

regular financial statement. Earnings/payout schedules for each mill are attached.

- b. Earnings/payout schedules will be adjusted for new capital annually. New schedules will be developed using the same guidelines as were used for the 1990 schedules.

3. VARIABLE PAY PAYOUTS

- a. **Eligibility** _ All employees except summer hires are eligible for payment under the plan.
- b. **Payouts** _ Lump sum payments to each of the qualifying employees shall be the percentage of the employee's W-2 earnings, excluding payments under this plan, for the measurement period that corresponds to the appropriate payout schedule.

Performance payouts shall be made quarterly not later than the 30th of the month following the end of the Weyerhaeuser fiscal quarter, except that the payment for the fourth quarter shall be made at the same time as the earnings payment. No payments shall be made for any quarter in which the mill does not earn one quarter of the annual Pre-Tax Earnings threshold (including accrual for bonus payments). Payments not made due to lack of earnings will be made at the end of the year if the mill meets the annual earnings/payout threshold.

Earnings payouts shall be made annually, not later than February 28th of the following year.

- c. Total Payments from performance and mill Pre-Tax Earnings combined shall not exceed 8% for any one calendar year.

Procedures concerning the audit of the Plan available at the offices of the respective Union Local and Mill Manager. The Company may substitute a cost standard for the performance standard if market driven reductions in production volume occur.

H. New Hire Rate

1. All new hires will receive the hiring rate for their first six months of employment. At the end of the six months, the employee will receive the rate of his/her or her regular job.

Except for summer hires, no employee shall work for more than six (6) months accumulative employment at the new hire rate.

2. Excluded are new hires in the mechanics package and those hired to a permanent job that pays a rate equivalent to Step 15 on the job analysis scale or above.
 3. Rates: The hiring rate will be \$10.00 an hour.
- I. The job rates described in A, B, and C above shall remain in force until the termination of this agreement excepting as to any changes which may be made pursuant to either: 1) the Joint Job Analysis Program described in paragraph E of this Section, or 2) adjustments resulting from any reopening of this agreement which may occur in accordance with its provisions relating to reopening, or 3) adjustments resulting from substantial change in job content in jobs excluded from Job Analysis as listed in Exhibit D - Local Supplement.

J. Job Analysis Plan

The parties agree that Local Management shall have the authority to withdraw the mill from Job Analysis at any time after April 30, 1995 or upon thirty days written notice to the Local Union. In the event of such withdrawal, the Job Evaluation Process henceforth employed shall be one agreed to by the local parties.

For those mills remaining Job Analysis, the parties agree to utilize the services of the Job Analysis Plan maintained and operated by the Pacific Coast Association of Pulp and Paper Manufacturers and the Association of Western Pulp and Paper Workers and to comply with all of the rules, regulations, and procedures of that plan.

It is further agreed that:

1. The analyzed job rate arrived at through official analysis by the Joint Job Analysis Board will be final and binding upon both parties to this Agreement, unless review has been requested as provided in Section III-C, paragraph (3) of the said Job Analysis Plan. In case of such review, the decision of the Job Analysis Directors shall be final and binding upon both parties. In the event the Job Analysis Directors are unable to reach a majority agreement after making the review so requested, either

the Union Directors or the Manufacturers Association Directors may request arbitration.

2. Members of the Plant Analysis Committee or other employees in the Mill who are relieved from their jobs during working hours to assist in carrying out the functions of the Job Analysis Program will be paid by the Company at their regular job rates for the time during their shifts, thereby preventing any loss in regular income. Time put in on analysis work outside the employee's regular shift will not be paid by the Company.
3. Only those employees on the payroll of the Company on the date the analysis is officially reported to the Union and the Company will be eligible to receive retroactive pay resulting from an increase in job rate under our Job Analysis Program, excepting that persons terminating to enter the armed forces or who are retired, or the estates of persons who are deceased will also be eligible.

SECTION II - CLASSIFICATION AND WAGE RATES FOR MECHANICS AND HELPERS

A. This Section sets forth the wage rates and certain special provisions applicable to Mechanics and Helpers.

1. There shall be six (6) classes of Mechanics and Mechanic's Helpers with rates as follows (figures have been rounded):

<u>Mechanics: Effective</u>	<u>1/2/95</u>	<u>3/11/96</u>	<u>3/10/97</u>	<u>3/9/98</u>	<u>3/15/99</u>	<u>3/13/00</u>
J+ Mechanics (Note 1)	19.637	20.226	20.833	21.458	21.995	22.435
Journey Mechanic	19.318	19.898	20.495	21.110	21.638	22.071
Inter. Mechanic A	17.098	17.611	18.139	18.683	19.150	19.533
Intermediate Mechanic	16.475	16.969	17.478	17.941	18.390	18.758
Junior Mechanic A	15.847	16.322	16.812	17.316	17.749	18.104
Junior Mechanic	15.239	15.696	16.167	16.652	17.068	17.409
Mechanic's Helper	14.616	15.055	15.507	15.972	16.371	16.699

Note 1 The only approved rates applicable to J + Mechanic's job above the minimum J + rate of \$16.935, 3/15/87 are those listed in Exhibit A VI-Conversion Tables.

2. Any employee whose work is primarily in any one or more than one of the below listed trades is subject to the provisions of this Section II:

Instrument Repair	Painters
Machinists	Masons
Blacksmiths	Welders

Millwrights	Lead Burners
Carpenters	Roll Grinders
Electricians	Tinsmiths
Pipefitters	Boiler Repair
Mechanical Inspectors	Asbestos Workers
Auto Mechanics	Lubrication Mechanics
Woodmill Saw Filers	

- For the purposes of this contract, the definition of a Journey Mechanic or Maintenance Person is one who is a finished Mechanic and has the necessary hand tools required by his/her trade. In general, s/he is a person who could qualify as a journeyman workman in his/her trade in any industrial or job shop. S/he must be able to execute the necessary work without direct supervision from his/her foreman. For instance, a Journey Pipefitter must be able to take a working drawing or blueprint of a layout, go out on the job, take the necessary measurements, requisition, and install the pipe without more than the general, normal supervision or direction of a foreman.
- The parties agree that for the period of this contract J+ rates will be recognized. The identification, selection and administration of these J+ rates will be in accordance with the applicable provisions in the Local Supplement, attached hereto and made a part hereof by reference.
- The Company will select Mechanics Helpers on its mechanical crews through a procedure which may include such tests as intelligence tests, mechanical aptitude tests, interest and preference tests. Each person selected for a mechanical crew shall indicate his/her desire to learn a specific trade, as that trade is constituted in his/her particular mill, and become a journeyman. s/he shall indicate his/her willingness in writing on a form provided by the Company to take correspondence and/or other schooling providing mathematical knowledge, blueprint reading, and other related subjects s/he may need to pass the required examination. The employee will be reimbursed for tuition and required books upon presenting evidence of satisfactory completion of a course and receipt for payment.

Welders taking schooling and/or tests for qualification according to State Boiler and Pressure Vessel Law specifications will

upon presenting evidence of qualification, be reimbursed for tuition, required books and any fee required for taking the test for qualification. The institution offering any such schooling and the courses of study must be approved by the Company before enrollment.

6. An applicant selected by the Company to learn a mechanical trade will be placed, when a vacancy exists, on a Mechanic's Helper's job for a period of one year elapsed time or 1800 worked hours, whichever is longer; and at the end of the period, if s/he is retained, s/he will be automatically promoted to Junior Mechanic.
7. During the first ninety (90) days after an applicant has been regularly assigned to a Mechanic's Helper's job, s/he will be classed as probationary on that crew, and s/he can be removed from the crew at any time during that period. Prior to removal from the crew of any such probationary helper because of his/her performance, the Company will notify the Local Union Standing Committee(s) of the intended action and justification thereof. If the Local Union Standing Committee(s) considers the proposed removal unjustified, it may take the matter up with the Mill Manager, whose decision in the matter shall not be subject to the arbitration procedure. If such applicant is transferred to the mechanical crew from another department in the plant, s/he will retain his/her seniority in the department from which s/he transferred for a period of ninety (90) days, and will be returned to the job from which s/he transferred if removed from the crew. If s/he is removed from the crew after a period of ninety (90) days, s/he will retain his/her plant seniority and be given a job, preferably in the department from which s/he transferred at the starting rate in that department, but if that is not available, s/he will be given a base rate job in the plant; however, such rights shall not apply if discharged for cause. During the probationary period, the Company will determine as quickly as practical whether or not the applicant has the aptitude and other characteristics necessary to become a journeyman. Unless a Helper has earlier been removed from the crew, prior to the expiration of the first ninety (90) days after s/he has been regularly assigned as a Helper, the Company will review with the employee his/her progress to date.

8. a. Any employee temporarily assigned to a mechanical crew will be paid the Mechanic's Helper rate as specified in paragraph A-1 above.
 - b. An applicant transferred to the job of Helper who has temporarily worked with the mechanical crews for continuous periods of two (2) or more forty (40) hours weeks, will be credited with all such periods up to the total time requirement for promotion to junior Mechanic. Credit accrued as a result of temporary assignment to a specific Mechanical crew is not transferrable to any other mechanical crew.
9. When a Mechanic's Helper is promoted to the Junior Mechanic's classification s/he will spend a period of either one (1) year elapsed time or 1800 worked hours, whichever is longer, in that classification following which time s/he will be eligible and obligated to take a test for Junior Mechanic "A". Upon satisfactory passing of that test, s/he will immediately be advanced to Junior Mechanic "A". Upon completion of either one (1) year elapsed time or 1800 worked hours, whichever is longer as Junior Mechanic "A", s/he will be eligible and obligated to take a test for Intermediate Mechanic. Upon satisfactory passing of that test s/he will immediately be advanced to Intermediate Mechanic. Upon completion of either one (1) year elapsed time or 1800 worked hours, whichever is longer, as Intermediate Mechanic, s/he will be eligible and obligated to take a test for Intermediate Mechanic "A". Upon satisfactory passing of that test s/he will immediately be advanced to Intermediate Mechanic "A". Upon completion of either one (1) year elapsed time or 1800 worked hours, which ever is longer, as Intermediate Mechanic "A", s/he will be eligible and obligated to take a test for Journeyman. Upon satisfactory passing of that test, which will be designed to determine if s/he meets the qualifications of a Journey set forth in paragraph 3 above, s/he will immediately be advanced to Journey. It is understood that in addition to the final test and examination at the end of each one (1) year period to determine fitness for promotion, interim tests may also be given during each one (1) year period in those skills or parts of a trade in which the mechanic has had an opportunity to work and acquire knowledge. Results of such interim progress tests will not be used to retard or advance a

mechanic's promotion from one classification to another. It is also understood and agreed that a person who fails to pass the test after the period of either one (1) year to 1800 worked hours, whichever is longer, in either the Junior or Junior "A" or Intermediate or Intermediate "A" classification will be given an additional period of time, not in excess of one (1) year, during which a second test will be given, and if s/he fails to pass the second test s/he shall be removed from the crew.

10. The Union and the Company commit to the upgrading and utilization of the apprenticeship programs at each mill. Our purpose in so doing is to establish education, training and promotion through the Mechanics Program as a superior quality alternative to hiring mechanics from outside the mill.

The commitment includes but is not limited to:

- Quarterly planning discussions with the joint mechanics committee to review manning/progression.
- An active Joint Mechanics Committee
- Defined and documented education/training programs for apprentices.
- On-the-job training to develop the skills required.
- Updated and improved selection processes.

Outside mechanics may be employed in any of the established classifications, subject to the following:

- a. An outside mechanic is any person outside the mill or any employee outside the trades with less than two (2) years seniority.*
- b. Whenever an outside mechanic is employed, the most senior employee in the crew in the next lowest, occupied, Mechanic's job rate classification in that trade, will be given the opportunity to take the applicable test for advancement. Upon satisfactory passing of that test, s/he will be immediately advanced to his/her next higher mechanic's classification. If s/he fails this test, s/he must wait his/her regular period before taking the test again.

Whenever the most senior employee in the crew in the next lowest classification in that trade is a Mechanic's Helper, s/he shall immediately be advanced to Junior Mechanic

provided s/he has then completed eight (8) months elapsed time or 1200 worked hours, whichever is longer, as a Mechanic's Helper in the mechanical trade involved.

- c. For each outside mechanic hired, the Company shall start a qualified employee in the mechanics program within ninety (90) days unless the number of employees in the apprenticeship program, at the time of hiring the outside mechanic, is at 15% or more of the total employees in the mechanic's program.

Upon mutual agreement of the Joint Mechanics Committee, the provisions of paragraph 10.b. will be invoked in lieu of this paragraph.

- * This definition does not apply to Cosmopolis and Local 211.

11. The progress and qualifications of each mechanic below the grade of Journey will be periodically reviewed at intervals of not more than six (6) months. Records of the results of these reviews will be maintained and will, at his/her requests, be discussed with each employee at six (6) month intervals. Whenever such a review of such a Mechanic has been completed, the Company shall notify the employee in writing, with a copy to the Local Union, calling his/her attention to the completion of such review and his/her right to request a discussion of it. If the employee so desires, s/he may have his/her Union representative present at the time his/her progress is discussed with the employee.
12. The Company will adopt an organized plan as far as practical of rotating each person below Journey through different departments and under different Journeys, in order that s/he may gain the widest variety of experience in the work of his/her chosen trade.
13. It is recognized that a handicapped person may be unable to progress as above set forth and in any such case the Mill Manager, after consultation with the Standing Committee, may deviate from the above described progression but unless the consent of the Standing Committee has been obtained, the Manager's action shall be subject to the grievance procedures.
14. Nothing hereinabove shall be construed so as:

- a. to oblige the employer to hire or retain any employee unless there is work for the employee, or
 - b. to mean that any right or obligation of either party to the Labor Agreement, established under this Agreement and not herein specifically amended, has been modified or revoked.
- B. The provisions of the Mechanic's Training Package and/or the mechanics package may be altered by mutual agreement of the Company and each Local Union during the term of this Labor Agreement.

SECTION III _ INCENTIVES OR BONUSSES

- A. There will be no payment of quantity or quality incentive premiums or bonuses for individual employees in the mill. Other forms of incentive plans may be initiated through discussion between the Local Union Bargaining Board, or other representatives designated by the Local Union President, and the Company. Adoption of such a plan requires mutual agreement.

SECTION IV _ OVERTIME

- A. Subject to the conditions set forth in paragraph C of this Section, any employee paid on an hourly basis will, in addition to his/her straight time pay, receive overtime at one-half the straight time hourly rate of the job for:
1. All work performed on Sunday.
 2. All work performed on any of the holidays listed in Section 7.
 3. All work performed in excess of eight (8) straight time hours in any one day.
 4. All work performed in excess of forty (40) straight time hours in any one week.
 5. All work performed in excess of eight (8) continuous hours worked when such period of work extends across the end of a work day into the succeeding day provided that such continuous period of work begins four (4) or more hours before the start of the succeeding day.
 6. All work performed on the assigned day(s) off, provided, however, that this sub-paragraph 6 shall not apply if the work so performed results because a regular assigned day off has been

traded for another day off at the request and for the convenience of the employee, or employees, involved.

7. All work performed at the Company's request during a previously scheduled and approved vacation period without notice by the Company of the change in schedule. Notice as used in this paragraph shall be at least seven (7) calendar days prior to the first day of the scheduled vacation.
- B. Subject to the conditions set forth in paragraph C of this Section, any employee paid on an hourly basis will receive double the straight time hourly rate of the job for:
1. All work performed over eight (8) hours on any holiday.
- C. In applying the provisions of paragraph A of this Section, the following conditions shall be in effect:
1. No hour worked qualifies as an overtime hour on more than one of the seven bases, except that work on a holiday may also qualify under A-4. Time worked on a holiday will be credited toward the forty (40) hour qualification.
 2. An employee who worked a shift which is regularly scheduled for less than eight (8) hours shall be credited for eight (8) hours for each full shift so worked. If failure of an employee to work a full shift is due to a holiday specified in Section 7, s/he shall never the less receive the eight (8) hours' credit for said holiday.

SECTION V _ NIGHT DIFFERENTIAL

- A. A night shift differential of fifty five (55) cents per hour shall be paid in addition to the hourly rate on any shift wherein one-half or more of the scheduled shift falls after 6:00 p.m. and before 12:00 midnight. Effective March 9, 1998, shift differential will be sixty (60) cents per hour.
- B. A night shift differential of eighty five (85) cents per hour shall be paid in addition to the hourly rate on any shift wherein one-half or more of the scheduled shift hours fall between 12:00 midnight and 6:00 a.m. Effective March 9, 1998, shift differential will be ninety (90) cents per hour.
- C. Such night shift differential shall not be deemed a part of the hourly job rate when applying the provisions of this Agreement except in the payment of overtime as provided for in Exhibit A-IV.

- D. In order to clarify the application of the payment of night shift differential, a number of examples are set forth as follows:
1. A shift worker on a graveyard shift who, because of absence of his/her mate or for some other reason, is required to remain over and work on one of the jobs on the following day shift shall not be considered as continuing his/her night shift but will be considered as working a new shift which is an established day shift. Accordingly, s/he would not receive the night shift differential for his/her work on the established day shift.
 2. For the same reason as in example 1, a shift worker on a day shift who, because of the absence of his/her mate or for some other reason, is held over to work on one of the jobs on the second shift, which would be a night shift, would also be considered as working on a new shift and would receive the night shift differential for his/her work on the second shift.
 3. In the case of the mechanic or other day worker whose shift is changed to one which qualifies as a night shift, s/he would receive the night shift differential regardless of the amount of advance notice s/he received as to his/her change of shifts.
 4. In the case of a mechanic or other day worker who works his/her regular day shift and then is held over to work overtime, s/he would be deemed to be continuing to work the same shift s/he has started at 8:00 a.m. (or whatever his/her starting time was), and would not be considered as working on a new shift. Accordingly, s/he would not receive any night shift differential unless the total hours worked after 6:00 p.m. were enough to offset the number of hours worked before 6:00 p.m. In other words, the total hours worked, including both his/her regular hours and overtime hours, would be considered as one continuous shift and only where one half or more of those total hours fall after 6:00 p.m. and before 6:00 a.m. would that shift be considered a night shift. A continuous shift as mentioned above may include a reasonable meal period and the work following a reasonable meal should not be construed as a new shift of work.
 5. In the case of a mechanic or other day worker who is called in or instructed to come in ahead of his/her regular day shift and worked into his/her regular day shift, s/he would also be considered as working one continuous shift as outlined in

example 4. The night shift differential would not be payable in that case unless the hours worked before 6:00 a.m. constituted one half or more of that total hours of the shift including both the hours before his/her regular shift and his/her regular shift hours.

6. An employee called in or instructed to come in at night who works any period of time which is separated from his/her regular day work by more than a reasonable meal period would receive the night shift differential if one half or more of that period of hours which s/he works falls after 6:00 p.m. and before 6:00 a.m.

SECTION VI _ CONVERSION TABLE

(Rates arrived at by application of the General Wage Increase in Exhibit A, Section 1 _ Wage Rates)

A. Job Rates for Jobs Subject to Job Analysis.

Job Analysis Steps	Step Rates 1/2/95	Step Rates 3/11/96	Step Rates 3/10/97	Step Rates 3/9/98	Step Rates 3/15/99	Step Rates 3/13/00
Base	14.145	14.570	15.005	15.455	15.840	16.180
1	14.370	14.800	15.245	15.700	16.0955	16.415
1½	14.455	14.885	15.335	15.795	16.190	16.510
2	14.635	14.975	15.425	15.885	16.280	16.610
2½	14.620	15.060	15.515	15.980	16.375	16.705
3	14.705	15.145	15.600	16.070	16.470	16.800
3½	14.790	15.235	15.690	16.165	16.565	16.900
4	14.870	15.320	15.775	16.250	16.655	16.990
4½	14.960	15.410	15.870	16.345	16.756	17.090
5	15.040	15.490	15.955	16.435	16.845	17.180
5½	15.130	15.585	16.050	16.530	16.945	17.285
6	15.205	15.660	16.130	16.615	17.030	17.370
6½	15.290	15.750	16.220	16.705	17.125	17.465
7	15.375	15.835	16.310	16.800	17.220	17.565
7½	15.460	15.920	16.400	16.890	17.315	17.660

A. Job Rates for Jobs Subject to Job Analysis (cont.)

<u>Job Analysis Steps</u>	<u>Step Rates 1/2/95</u>	<u>Step Rates 3/11/96</u>	<u>Step Rates 3/10/97</u>	<u>Step Rates 3/9/98</u>	<u>Step Rates 3/15/99</u>	<u>Step Rates 3/13/00</u>
8	15.540	16.005	16.485	16.980	17.405	17.755
8½	15.625	16.095	16.580	17.075	17.505	17.855
9	15.710	16.180	16.665	17.165	17.595	17.945
9½	15.795	16.270	16.760	17.260	17.690	18.045
10	15.875	16.350	16.840	17.345	17.780	18.135
10½	15.965	16.445	16.935	17.445	17.880	18.240
11	16.050	16.535	17.030	17.540	17.980	18.340
11½	16.135	16.620	17.115	17.630	18.070	18.430
12	16.210	16.695	17.195	17.715	18.155	18.520
12½	16.295	16.785	17.285	17.805	18.250	18.615
13	16.375	16.870	17.375	17.895	18.345	18.710
13½	16.465	16.955	17.465	17.990	18.440	18.810
14	16.545	17.040	17.550	18.080	18.530	18.900
14½	16.630	17.130	17.645	18.175	18.630	19.000
15	16.710	17.215	17.730	18.260	18.715	19.090
15½	16.800	17.305	17.825	18.360	18.820	19.195
16	16.880	17.385	17.905	18.445	18.905	19.285
16½	16.970	17.480	18.005	18.545	19.005	19.390
17	17.045	17.555	18.085	18.625	19.090	19.475
17½	17.130	17.645	18.175	18.720	19.185	19.570
18	17.215	17.730	18.260	18.810	19.280	19.665
18½	17.300	17.820	18.355	18.905	19.375	19.765
19	17.380	17.900	18.440	18.990	19.465	19.855
19½	17.470	17.990	18.530	19.090	19.565	19.955
20	17.550	18.075	18.615	19.175	19.655	20.045
20½	17.635	18.165	18.710	19.275	19.755	20.150
21	17.715	18.245	18.795	19.355	19.840	20.240

A. Job Rates for Jobs Subject to Job Analysis (cont.)

Job Analysis Steps	Step Rates <u>1/2/95</u>	Step Rates <u>3/11/96</u>	Step Rates <u>3/10/97</u>	Step Rates <u>3/9/98</u>	Step Rates <u>3/15/99</u>	Step Rates <u>3/13/00</u>
21½	17.805	18.340	18.890	19.455	19.945	20.345
22	17.880	18.420	18.970	19.540	20.030	20.430
22½	17.965	18.505	19.060	19.630	20.125	20.525
23	18.050	18.590	19.150	19.725	20.215	20.620
23½	18.136	18.680	19.240	19.815	20.310	20.720
24	18.215	18.765	19.325	19.905	20.405	20.810
24½	18.305	18.855	19.420	20.000	20.500	20.910
25	18.385	18.935	19.505	20.090	20.590	21.000
25½	18.475	19.030	19.600	20.185	20.690	21.105
26	18.550	19.110	19.680	20.270	20.780	21.195
26½	18.640	19.200	19.780	20.370	20.880	21.300
27	18.720	19.280	19.860	20.455	20.965	21.385
27½	18.800	19.365	19.945	20.545	21.060	21.480
28	18.885	19.450	20.035	20.635	21.155	21.575
28½	18.970	19.540	20.125	20.730	21.250	21.675
29	19.055	19.625	20.215	20.820	21.340	21.765
29½	19.140	19.715	20.305	20.915	21.440	21.865
30	19.220	19.795	20.390	21.000	21.525	21.960
30½	19.310	19.890	20.485	21.100	21.625	22.060
31	19.385	19.970	20.570	21.185	21.715	22.150
31½	19.480	20.065	20.665	21.285	21.815	22.255
32	19.555	20.140	20.745	21.370	21.900	22.340
32½	19.640	20.230	20.835	21.460	21.995	22.435
33	19.720	20.315	20.925	21.550	22.090	22.530
33½	19.805	20.400	21.015	21.645	22.185	22.630
34	19.890	20.485	21.100	21.735	22.275	22.720
34½	19.975	20.575	21.195	21.830	22.375	22.820

A. Job Rates for Jobs Subject to Job Analysis (cont.)

Job Analysis Steps	Step Rates <u>1/2/95</u>	Step Rates <u>3/11/96</u>	Step Rates <u>3/10/97</u>	Step Rates <u>3/9/98</u>	Step Rates <u>3/15/99</u>	Step Rates <u>3/13/00</u>
35	20.055	20.660	21.280	21.915	22.465	22.915
35½	20.145	20.750	21.370	22.015	22.565	23.015
36	20.225	20.830	21.455	22.100	22.650	23.105
36½	20.315	20.925	21.550	22.200	22.755	23.210
37	20.390	21.000	21.630	22.280	22.840	23.295
37½	20.475	21.090	21.720	22.375	22.930	23.390
38	20.560	21.175	21.810	22.465	23.025	23.485
38½	20.645	21.265	21.900	22.560	23.120	23.585
39	20.725	21.345	21.985	22.645	23.215	23.675
39½	20.810	21.435	22.080	22.740	23.310	23.775
40	20.890	21.520	22.165	22.830	23.400	23.870
40½	20.980	21.610	22.260	22.925	23.500	23.970
41	21.060	21.690	22.340	23.010	23.590	24.060
41½	21.150	21.785	22.440	23.110	23.690	24.165
42	21.225	21.865	22.520	23.195	23.775	24.250
42½	21.310	21.950	22.610	23.285	23.870	24.345
43	21.395	22.035	22.695	23.380	23.960	24.440
43½	21.480	22.125	22.790	23.470	24.060	24.540
44	21.560	22.210	22.875	23.560	24.150	24.635
44½	21.650	22.300	22.965	23.655	24.245	24.730
45	21.730	22.380	23.050	23.745	24.335	24.825
45½	21.815	22.470	23.145	23.840	24.435	24.925
46	21.895	22.555	23.230	23.925	24.525	25.015
46½	21.985	22.645	23.325	24.025	24.625	25.120
47	22.065	22.725	23.405	24.110	24.710	25.205
47½	22.145	22.810	23.495	24.200	24.805	25.300
48	22.230	22.895	23.585	24.290	24.900	25.395
48½	22.315	22.985	23.675	24.385	24.995	25.495
49	22.400	23.070	23.760	24.475	25.085	25.590
49½	22.485	23.160	23.855	24.570	25.185	25.685

A. Job Rates for Jobs Subject to Job Analysis (cont.)

Job Analysis Steps	Step Rates <u>1/2/95</u>	Step Rates <u>3/11/96</u>	Step Rates <u>3/10/97</u>	Step Rates <u>3/9/98</u>	Step Rates <u>3/15/99</u>	Step Rates <u>3/13/00</u>
50	22.565	23.240	23.940	24.665	25.275	25.780
50½	22.655	23.335	24.035	24.755	25.375	25.880
51	22.730	23.415	24.115	24.840	25.460	25.970
51½	22.825	23.505	24.210	24.940	25.560	26.075
52	22.900	23.585	24.295	25.025	25.650	26.160
52½	22.985	23.670	24.380	25.115	25.740	26.255
53	23.065	23.760	24.470	25.205	25.835	26.350
53½	23.150	23.845	24.560	25.300	25.930	26.450
54	23.235	23.930	24.650	25.390	26.025	26.545
54½	23.320	24.020	24.740	25.485	26.120	26.645
55	23.400	24.105	24.825	25.570	26.210	26.735
55½	23.490	24.195	24.920	25.670	26.310	26.835
56	23.570	24.275	25.005	25.755	26.400	26.925
56½	23.660	24.370	25.100	25.850	26.500	27.030
57	23.735	24.450	25.180	25.935	26.585	27.115
57½	23.820	24.535	25.270	26.025	26.680	27.210
58	23.905	24.620	25.350	26.120	26.770	27.310
58½	23.990	24.705	25.450	26.210	26.865	27.405
59	24.070	24.790	25.535	26.300	26.960	27.500
59½	24.155	24.880	25.630	26.395	27.055	27.600
60	24.235	24.965	25.715	26.485	27.145	27.690
60½	24.320	25.050	25.805	26.575	27.240	27.785
61	24.405	25.140	25.890	26.670	27.335	27.880
61½	24.490	25.225	25.980	26.760	27.430	27.980
62	24.575	25.310	26.070	26.850	27.525	28.075
62½	24.660	25.400	26.160	26.945	27.620	28.170
63	24.740	25.485	26.250	27.035	27.710	28.265
63½	24.825	25.570	26.340	27.130	27.805	28.360
64	24.910	25.655	26.425	27.220	27.900	28.460
64½	24.995	25.745	26.515	27.310	27.995	28.555

A. Job Rates for Jobs Subject to Job Analysis (cont.)

Job Analysis Steps	Step Rates <u>1/2/95</u>	Step Rates <u>3/11/96</u>	Step Rates <u>3/10/97</u>	Step Rates <u>3/9/98</u>	Step Rates <u>3/15/99</u>	Step Rates <u>3/13/00</u>
65	25.080	25.830	26.605	27.405	28.090	28.650
65½	25.160	25.915	26.695	27.495	28.185	28.745
66	25.245	26.005	26.785	27.590	28.275	28.845
66½	25.330	26.090	26.875	27.680	28.370	28.940
67	25.415	26.175	26.965	27.770	28.465	29.035
67½	25.500	26.265	27.050	27.865	28.560	29.130
68	25.585	26.350	27.140	27.955	28.655	29.225
68½	25.665	26.435	27.230	28.045	28.750	29.325
69	25.750	26.525	27.320	28.140	28.845	29.420
69½	25.835	26.610	27.410	28.230	28.935	29.515
70	25.920	26.695	27.500	28.325	29.030	29.610

SECTION VI _ CONVERSION TABLE

(Rates arrived at by application of the General Wage Increase in Exhibit A, Section I _ Wage Rates)

A. Job Rates for Other Jobs.

Step Rates <u>1/2/95</u>	Step Rates <u>3/11/96</u>	Step Rates <u>3/10/97</u>	Step Rates <u>3/9/98</u>	Step Rates <u>3/15/99</u>	Step Rates <u>3/13/00</u>
13.920	14.340	14.770	15.210	15.590	15.905
14.080	14.500	14.940	15.385	15.770	16.085
14.095	14.520	14.955	15.405	15.790	16.105
14.145	14.570	15.010	15.460	15.845	16.160
14.165	14.590	15.025	15.480	15.865	16.180
14.205	14.630	15.070	15.520	15.910	16.225
14.215	14.640	15.080	15.535	15.920	16.240
14.230	16.655	15.095	15.550	15.940	16.255
14.280	14.705	15.145	15.600	15.990	16.310
14.300	14.725	15.170	15.625	16.015	16.335
14.335	14.765	15.205	15.660	16.055	16.375

A. Job Rates for Other Jobs (cont.).

Step Rates <u>1/2/95</u>	Step Rates <u>3/11/96</u>	Step Rates <u>3/10/97</u>	Step Rates <u>3/9/98</u>	Step Rates <u>3/15/99</u>	Step Rates <u>3/13/00</u>
14.345	14.775	15.215	15.675	16.065	16.385
14.435	14.870	15.315	15.775	16.170	16.495
14.550	14.985	14.435	15.890	16.295	16.620
14.585	15.025	15.475	15.940	16.335	16.665
14.720	15.165	15.620	16.085	16.490	16.820
14.760	15.205	15.660	16.130	16.535	16.865
14.800	15.245	15.700	16.175	16.580	16.910
14.885	15.330	15.790	16.265	16.670	17.005
14.920	15.365	15.830	16.300	16.710	17.045
14.930	15.375	15.835	16.310	16.720	17.055
15.015	15.465	15.930	16.410	16.820	17.155
15.040	15.490	15.955	16.435	16.845	17.185
15.100	15.550	16.015	16.500	16.910	17.250
15.130	15.585	16.050	16.530	16.945	17.285
15.210	15.665	16.135	16.620	17.035	17.375
15.250	15.705	16.175	16.660	17.080	17.420
15.280	15.740	16.210	16.700	17.115	17.455
15.305	15.765	16.240	16.725	17.145	17.485
15.355	15.815	16.290	16.780	17.200	17.545
15.390	15.850	16.325	16.815	17.235	17.580
15.430	15.895	16.370	16.865	17.285	17.630
15.440	15.900	16.380	16.870	17.290	17.635
15.485	15.950	16.430	16.920	17.345	17.690
15.510	15.975	16.455	16.950	17.375	17.720
15.525	15.990	16.470	16.965	17.390	17.740
15.545	16.010	16.490	16.985	17.410	17.755
15.575	16.040	16.520	17.015	17.445	17.790
15.640	16.110	16.595	17.090	17.520	17.870
15.655	16.125	16.610	17.105	17.535	17.885
15.680	16.150	16.635	17.135	17.560	17.915

A. Job Rates for Other Jobs (cont.).

Step Rates	Step Rates	Step Rates	Step Rates	Step Rates	Step Rates
<u>1/2/95</u>	<u>3/11/96</u>	<u>3/10/97</u>	<u>3/9/98</u>	<u>3/15/99</u>	<u>3/13/00</u>
15.710	16.180	16.665	17.165	17.595	17.945
15.715	16.185	16.670	17.170	17.600	17.955
15.770	16.245	16.730	17.235	17.665	18.015
15.780	16.250	16.740	17.240	17.675	18.025
15.830	16.305	16.795	17.295	17.730	18.085
15.885	16.365	16.855	17.360	17.795	18.150
15.910	16.390	16.880	17.385	17.820	18.180
15.940	16.415	16.910	17.415	17.850	18.210
15.945	16.425	16.920	17.425	17.860	18.220
15.980	16.460	16.955	17.460	17.900	18.255
15.985	16.465	16.960	17.465	17.905	18.260
16.025	16.505	17.000	17.510	17.945	18.305
16.030	16.510	17.010	17.520	17.955	18.315
16.035	16.515	17.010	17.525	17.960	18.320
16.060	16.540	17.035	17.550	17.985	18.345
16.105	16.600	17.085	17.595	18.035	18.400
16.210	16.695	17.195	17.715	18.155	18.520
16.225	16.710	17.240	17.725	18.170	18.535
16.265	16.750	17.255	17.770	18.215	18.580
16.330	16.820	17.325	17.840	18.290	18.655
16.335	16.525	17.330	17.850	18.295	18.660
16.345	16.835	17.345	17.865	18.310	18.675
16.350	16.840	17.345	17.865	18.315	18.680
16.370	16.860	17.370	17.890	18.335	18.705
16.375	16.870	17.375	17.895	18.345	18.710
16.410	16.600	17.410	17.930	18.380	18.745
16.415	16.905	17.415	17.935	18.385	18.755
16.445	16.935	17.445	17.970	18.415	18.785
16.490	16.985	17.495	18.015	18.470	18.835
16.510	17.005	17.515	18.040	18.490	18.860

A. Job Rates for Other Jobs (cont.).

Step Rates	Step Rates	Step Rates	Step Rates	Step Rates	Step Rates
<u>1/2/95</u>	<u>3/11/96</u>	<u>3/10/97</u>	<u>3/9/98</u>	<u>3/15/99</u>	<u>3/13/00</u>
16.545	17.045	17.555	18.080	18.535	18.905
16.615	17.115	17.625	18.155	18.610	18.980
16.635	17.135	17.680	18.180	18.635	19.005
16.715	17.215	17.735	18.265	18.720	19.095
16.735	17.235	17.750	18.285	18.740	19.115
16.740	17.240	17.760	18.290	18.750	19.125
16.795	17.295	17.815	18.350	18.810	19.185
16.795	17.300	17.820	18.355	18.815	19.190
16.825	17.330	17.845	18.385	18.840	19.220
16.870	17.380	17.900	18.435	18.895	19.275
16.065	17.575	18.105	18.645	19.110	19.495
17.135	17.650	18.180	18.725	19.195	19.575
17.145	17.660	18.190	18.735	19.205	19.590
17.220	17.735	18.265	18.815	19.285	19.670
17.270	17.785	18.320	18.870	19.340	19.725
17.295	17.815	18.350	18.900	19.375	19.760
17.340	17.860	18.395	18.950	19.425	19.810
17.465	17.990	18.530	19.085	19.565	19.955
17.490	18.015	18.555	19.115	19.590	19.985
17.510	18.035	18.560	19.135	19.615	20.005
17.600	18.130	18.670	19.230	19.710	20.105
17.630	18.160	18.705	19.265	19.745	20.140
17.650	18.180	18.725	19.285	19.770	20.165
17.660	18.190	18.735	19.300	19.780	20.175
17.835	18.370	18.920	19.490	19.975	20.375
17.995	18.530	19.090	19.660	20.155	20.555
18.035	18.575	19.130	19.705	20.200	20.600
18.095	18.640	19.200	19.775	20.270	20.675
18.215	18.760	19.325	19.905	20.400	20.810
18.285	18.835	19.400	19.980	20.480	20.890

A. Job Rates for Other Jobs (cont.).

Step Rates	Step Rates	Step Rates	Step Rates	Step Rates	Step Rates	
<u>1/2/95</u>	<u>3/11/96</u>	<u>3/10/97</u>	<u>3/9/98</u>	<u>3/15/99</u>	<u>3/13/00</u>	
18.295	18.845	19.410	19.990	20.490	20.900	
18.480	19.035	19.605	20.195	20.700	21.110	
19.425	20.005	20.605	21.225	21.755	22.190	
19.660	20.250	20.855	21.485	22.020	22.460	
<u>Mechanics</u>	<u>1/2/95</u>	<u>3/11/96</u>	<u>3/10/97</u>	<u>3/9/98</u>	<u>3/15/99</u>	<u>3/13/00</u>
Helper	14.615	15.055	15.505	15.970	16.370	16.700
Junior	15.575	16.040	16.520	17.020	17.445	17.790
Junior A	16.185	16.670	17.170	17.685	18.130	18.490
Intermediate	16.810	17.315	17.835	18.370	18.830	19.205
Intermed. A	17.440	17.960	18.500	19.055	19.530	19.920
Journey	19.665	20.255	20.860	21.485	22.025	22.465
Journey II	20.430	21.030	21.665	22.315	22.870	23.330
Tech III	21.115	21.750	22.400	23.075	23.650	24.125
Tech II	21.555	22.200	22.865	23.550	24.140	24.625
Tech I	21.880	22.540	23.215	23.910	24.510	25.000

EXHIBIT B

This Exhibit B, including Schedule I attached and made a part hereof sets forth the rights and obligations of the Company and its employees for Life, Accidental Death and Dismemberment and Accident and Sickness Insurance and for employees and their dependents Hospital-Surgical-Medical and Dental coverage under the Welfare Plan established pursuant to Section 26 of this Labor Agreement.

I. EFFECTIVE DATES OF COVERAGE

Each employee will be covered under the Group Welfare Plan starting the first day s/he is then actively at work; provided that employees hired on or after June 12, 1984 shall become eligible for Dental Plan coverage on the first day of the month after they have been on the payroll for six (6) months. Dependents become eligible for coverage on the same day as the employee, or if acquired later, on the date they first become eligible dependents.

II. SELECTION OF CARRIER

The Company shall have the sole responsibility to self-administer, to self-insure and/or select the carrier or carriers for the Group Term Life, AD&D, A&S, Hospital-Surgical-Medical and Dental coverage provided for by the Plan.

- A. If the Company uses an insurance carrier for the Hospital-Surgical-Medical Plan, then the following will apply:
1. The Company will use a UCR schedule comparable to the schedule used under the medical plan in effect prior to January 1, 1988, secured from an outside accredited source, and medical charges will be allowed at the highest rate used under said prior medical plan.
 2. The actual rates charged for hospital services shall be deemed to be UCR rates.
 3. The company will establish a pre-surgical fee determination program for nonparticipating physicians.
 4. In cases of emergency (e.g. accidents or out-of-area cases) the UCR requirements will be waived.
- B. If the Company self-insures and/or self-administers the Hospital-Surgical-Medical Plan, the Company will use a plan involving Participating Physicians, unless the Parties otherwise

agree. Nonparticipating Physicians' charges will be administered as stated in paragraph A. above.

III. INCREASE OR DECREASES IN COVERAGE

When a change occurs in the regular job of an employee and such change results in the employee's regular job rate coming within a higher or lower hourly job rate bracket as set forth in the Table of Hourly Job Rate Brackets of this Exhibit B, the new corresponding coverages will be effective as follows:

- A. When an employee is permanently changed from one job to another, the new corresponding coverages will be effective as of the date the change is made. If an employee is permanently changed from one job to another, and such change results in the employee's new job rate coming within a lower Hourly Job Rate Bracket in the Schedule I table, the employee will retain the amount of Group Term Life Insurance and Accidental Death and Dismemberment coverage provided by the Hourly Job Rate Bracket corresponding to the rate of the job the employee previously held. In such event, the employee's Sickness and Accident Coverage nevertheless will be that provided by the Hourly Job Rate Bracket corresponding to the rate of the job to which the employee is changed.
- B. Temporary changes from one job to another will not affect the employee's coverages. Provided, however, when an increase in job rate occurs as a result of a change from one job to another on a temporary basis, the new corresponding coverages will be effective immediately. When the employee returns to his/her regular job rate, the corresponding coverages for that rate will be effective immediately.
- C. When a change in job rate occurs as a result of collective bargaining, the new corresponding coverages will be effective as of the date the change in job rate becomes effective.
- D. When an increase in job rate occurs as a result of the Job Analysis Program, the new corresponding coverages will be effective as of the date the rate adjustment becomes effective. When a decrease in job rate occurs as a result of the Job Analysis Program, the employee will retain the amount of Group Term Life Insurance and Accidental Death and Dismemberment Insurance in effect prior to the job rate adjustment. In such event, the employee's Sickness and Accident

coverage nevertheless will be that provided by the Hourly Job Rate Bracket corresponding to the rate resulting from the job rate adjustment.

- E. Provided, however, if the employee is not actively at work on the effective dates specified in paragraphs A, B, C, and D above, corresponding coverage will be effective as follows:
1. Immediately if the change in the regular job rate bracket results in an increase in corresponding coverages, and
 2. On the date the employee returns to work if the change in the regular job rate bracket results in a decrease in corresponding coverages.

IV. CONTINUATION OF COVERAGES

- A. All coverages set forth in Schedule 1, including the employee's dependents' Hospital-Surgical-Medical and Dental coverage, will be canceled as of the end of the day an employee is terminated from the payroll of the Company with the exception of Group Term Life Insurance which will be in force for an additional thirty-one (31) days, under the extended benefit provision of the Group Term Life Insurance policy.
- B. When the employee-employer relationship has not been terminated, but the employee is not actively at work because of a disability, layoff, or leave of absence, all coverages set forth in Schedule 1 will be subject to the following conditions:
1. **Occupational Disability** - If such employee is absent from work as a result of an accident or occupational disease as recognized by the Washington State Department of Labor and Industries or the Oregon Worker's Compensation Board, suffered during the course of his/her employment with the Company, the employee's nonoccupational Sickness and Accident coverage will be canceled as of the end of the last day of the month in which his/her disability began; his/her Group Term Life, Accidental Death and Dismemberment, Hospital-Surgical-Medical and Dental coverages will be continued and paid for by the Company during the period s/he is disabled from work up to a maximum of twenty-four (24) months following the month in which the disability began. If the employee continues to be disabled from work beyond twenty-four (24) months,

and the employee-employer relationship is not terminated, his/her coverages will be canceled unless the employee elects to continue such coverages by paying the premiums. If the above provided cancellation occurs, the nonoccupational Sickness and Accident coverage of the employee involved shall be effective between the time his/her occupational disability ends and the time when such coverage is automatically reinstated when s/he returns to work.

2. **Non-Occupational Disability** - If such employee is absent from work as a result of non-occupational accident or sickness, the employee's Group Term Life, Accidental Death and Dismemberment, Hospital-Surgical-Medical and Dental insurance will be continued and paid for by the Company during the period s/he is disabled from work up to a maximum of twelve (12) months following the month in which the disability began. If the employee continues to be disabled beyond twelve (12) months, his/her Group Term Life and Accidental Death and Dismemberment, Hospital-Surgical-Medical and Dental coverages will be continued only if the employee elects to continue such coverages with the premium paid for by the employee and providing the employee-employer relationship is not terminated. If the employee continues to be disabled beyond fifty-two (52) weeks from the starting date of disability, his/her Sickness and Accident insurance will be canceled on the last day of the 52nd week.
3. **Layoff or Personal Leave of Absence (excluding military service)** - If such employee is absent from work as a result of a layoff due to disciplinary action or lack of work or because of a personal leave of absence requested by the employee and approved by the Company, all of the employee's coverages will be continued and paid for by the Company for a period of two (2) months following the month in which the layoff or personal leave of absence began. If the layoff or personal leave of absence continues beyond two (2) months, the employee's Sickness and Accident coverage will be canceled; his/her Group Term Life, Accidental Death and Dismemberment,

**TABLE OF HOURLY JOB RATE BRACKETS AND
CORRESPONDING COVERAGES**

Hourly Job Rate Brackets (see footnote)	Term Life Group	Accidental Death & Dis- memberment	Weekly Sickness & Accident
\$18.19 but less than \$18.46	35,000	35,000	350
\$18.46 but less than \$18.73	35,500	35,500	355
\$18.73 but less than \$19.00	36,000	36,000	360
\$19.00 but less than \$19.27	36,500	36,500	365
\$19.27 but less than \$19.54	37,000	37,000	370
\$19.54 but less than \$19.81	37,500	37,500	375
\$19.81 but less than \$20.08	38,000	38,000	380
\$20.08 but less than \$20.35	38,500	38,500	385
\$20.35 but less than \$20.62	39,000	39,000	390
\$20.62 but less than \$20.89	39,500	39,500	395
\$20.89 but less than \$21.16	40,000	40,000	400
\$21.16 but less than \$21.43	40,500	40,500	405
\$21.43 but less than \$21.70	41,000	41,000	410
\$21.70 but less than \$21.97	41,500	41,500	415
\$21.97 but less than \$22.24	42,000	42,000	420
\$22.24 but less than \$22.51	42,500	42,500	425
\$22.51 but less than \$22.78	43,000	43,000	430
\$22.78 but less than \$23.05	43,500	43,500	435
\$23.05 but less than \$23.32	44,000	44,000	440
\$23.32 but less than \$23.59	44,500	44,500	445
\$23.59 but less than \$23.86	45,000	45,000	450
\$23.86 but less than \$24.13	45,500	45,500	455
\$24.13 but less than \$24.40	46,000	46,000	460
\$24.40 but less than \$24.67	46,500	46,500	465
\$24.67 but less than \$24.94	47,000	47,000	470
\$24.94 but less than \$25.21	47,500	47,500	475
\$25.21 but less than \$25.48	48,000	48,000	480
\$25.48 but less than \$25.75	48,500	48,500	485
\$25.75 but less than \$26.02	49,000	49,000	490
\$26.02 but less than \$26.29	49,500	49,500	495
\$26.29 but less than \$26.56	50,000	50,000	500
\$26.56 but less than \$26.83	50,500	50,500	505
\$26.83 but less than \$27.10	51,000	51,000	510
\$27.10 but less than \$27.37	51,500	51,500	515
\$27.37 but less than \$27.64	52,000	52,000	520

**TABLE OF HOURLY JOB RATE BRACKETS AND
CORRESPONDING COVERAGES**

Hourly Job Rate Brackets (see footnote)	Term Life Group	Accidental Death & Dis- memberment	Weekly Sickness & Accident
\$27.64 but less than \$27.91	52,500	52,500	525
\$27.91 but less than \$28.18	53,000	53,000	530
\$28.18 but less than \$28.45	53,500	53,500	535
\$28.45 but less than \$28.72	54,000	54,000	540
\$28.72 but less than \$28.99	54,500	54,500	545
\$28.99 and above	55,000	55,000	550

Note: Each of the hourly job rates in the above table is defined as the straight-time day rate of the employee's regular job exclusive of all premium and fringes. The Part-Time Employee Brackets, without regard to the hourly job rate, will apply to any employee who is regularly scheduled to work thirty or more hours per week.

- * A Part-Time Extra Board employee will be insured for Group Term Life and Accidental Death and Dismemberment in accordance with the employee's hourly rate and the foregoing table. Weekly Sickness and Accident benefits, as shown in the foregoing table, will be prorated on the basis of all hours worked in the preceding calendar quarter in relation to 520 straight-time hours; however, in no event will such benefits be less than \$40 per week or more than the amounts shown in the table.

D. VOLUNTARY GROUP LIFE INSURANCE

There are three employee-paid coverages available: voluntary group life, spouse group life, and child group life. These plans are elective and the participant pays 100% of the premium through payroll deduction. These benefits are available to all eligible hourly employees on the plan effective date. new employees are eligible on the first day of employment. If you are not actively at work on the day you would normally become eligible, you will be eligible on the day you return to active work.

Eligibility:

- Hospital-Surgical-Medical and Dental coverages will be continued up to a maximum period of five (5) additional months only if the employee elects to continue such coverages with the premiums paid for by the employee and providing the employee-employer relationship is not terminated.
4. **Military Service** _ If such employee is absent from work as a result of participating in a Reserve Training Program of the Armed Forces of the United States, or as a result of serving in the Armed Forces of the United States, all of the employee's coverages will be continued and paid for by the Company for a period of one (1) month following the month in which the absence began. If the absence continues beyond one (1) month following the month in which it began, all coverages will be canceled. For the purpose hereof, the Armed Forces of the United States includes the National Guard of the state in which the employee resides.
 5. **Normal or Early Retirement** _ Any employee who retires voluntarily or due to disability (at or after age 55 with at least 15 years of service), shall be provided group Hospital-Surgical-Medical coverage for the employee and for the dependent spouse until the employee attains the age of 65, and for the dependent spouse until she or s/he attains the age of 65. Coverage for dependent children will be continued provided they meet the definition of eligibility. The coverage under this plan will cease when an individual becomes eligible for Medicare, in the event of remarriage of the spouse following the death of the employee, or if an individual becomes covered under another group program sponsored by another Company.
 6. **Disability Retirement** _ Any employee who retires under the disability provisions of the pension plan may continue group Hospital-Surgical-Medical coverage for the employee/herself and eligible dependents, the premium paid by the Company for twenty-nine (29) months from the date of retirement or until s/he is eligible for Medicare, whichever occurs sooner.
 7. **Death of an Employee** _ When an employee dies as a result of an industrial accident which occurs while working for

the Company, group Hospital-Surgical-Medical and Dental coverages will continue for the spouse and dependent children who continue to be eligible under the respective plan definitions until either the spouse remarries, is covered by another group insurance program, or is eligible for Medicare, whichever occurs first.

8. *Death of an Employee* _

a. When an employee dies while actively employed by the Company and that employee, at the time of death, is eligible for early retirement, group Hospital-Surgical-Medical and Dental coverages will continue for the spouse and dependent children who continue to be eligible under the respective plan definitions until either the spouse remarries, is covered by another group insurance program, or is eligible for Medicare, whichever occurs first.

b. In the event of any employee's death, eligibility for Hospital-Medical-Surgical coverage for the surviving spouse and dependent children will be extended for a period of six (6) months following the month in which the death occurred.

9. *Medicare Carveout (Part A Only)* _ When an active employee or their eligible dependents reach age 65 or otherwise become eligible for Medicare, the benefits payable under this Plan will be reduced by the amounts payable under Medicare (Part A Only). These benefit reductions will be made whether or not the employee or their dependents actually do enroll in Medicare (Part A).

Retirees and their dependents may enroll in an individual plan provided through their local medical bureau.

C. The Hospital-Surgical-Medical coverage continued for an employee and/or his/her eligible dependents by virtue of the application of subparagraphs 5,6,7 or 8 of the preceding paragraph IV.B. shall be that in effect prior to January 1, 1985 if the normal or early retirement, disability retirement, or death of the employee giving rise to such continuation of coverage occurs prior to January 1, 1985; otherwise, the Hospital-Surgical-Medical coverage continued shall be the same coverage as is in effect for active employees.

- D. Whenever reference is made in this paragraph IV to coverages which are to be continued and the cost thereof which is to be paid by the Company, it is understood and agreed the coverages referred to are those outlined in Schedule I and the cost thereof limited to the Company's obligation as provided for in Section 26, paragraph C, of the Labor Agreement. It is further understood and agreed the Company shall continue to pay its portion of the cost of monthly premiums for dependents' Hospital-Surgical-Medical coverage and Dental coverage as provided for in Section 26 D of this Labor Agreement, but in no event beyond the applicable period of time during which the Company pays the premium for the employee's Hospital-Surgical-Medical coverage and Dental coverage.
- E. This paragraph IV shall not be construed to restrict continuation of a particular benefit beyond the time when the related coverage is canceled or terminated if, and only to the extent that, continuation is specifically granted in the relevant contract with a carrier.

V. GENERAL PROVISIONS

- A. The Company's obligation and the coverages it provides shall be subject to all the limitations and interpretations found in the contracts with the selected carrier or carriers which are not in conflict with the provisions of this Exhibit B.
- B. Any dispute arising out of the operation, administration, or interpretation of any coverage contract, which is not in conflict with the terms of this Exhibit B, shall not be subject to the adjustment procedures of this Labor Agreement. Any such dispute shall be adjudicated under the terms of such coverage contract.
- C. Permission may be granted by the Company under special circumstances to permit an employee to waive receipt of any coverages or benefits under this Benefit Welfare Plan, but in such event the employee shall not receive any monetary equivalent. The application by an employee for such permission and the reply thereto by the Company shall be in writing.
- D. Nothing in this Exhibit B shall affect the Company's policies, practices, and procedures, including among others, but not

limited to, termination of employment, layoffs, leaves of absence, and retirement.

E. When applying the terms of this Exhibit B relating to the termination or cancellation of an employee's coverage, or relating to the employee's right to make an election as to the continuation of a coverage at his/her own expense, the Company shall give the employee timely notice in writing.

VI. CONTRAVENTION OF LAWS

If any provisions of this Exhibit B are in contravention of the laws or regulations of the United States or of the State in which the mill covered by this Exhibit B is located, such provision shall be superseded by the appropriate provisions of such law or regulation so long as the same is in force and effect; but all other provisions of this Exhibit B shall continue in full force and effect.

SCHEDULE I
ATTACHED TO AND A PART OF EXHIBIT B
PART A - SCHEDULE OF COVERAGES AND BENEFITS BY
JOB RATE BRACKETS

A. Group Term Life Insurance

Group Term Life Insurance is provided each employee in accordance with the following Table of Hourly Rate Brackets and Corresponding Coverages. This benefit is payable to an employee's beneficiary in the event of the employee's death from any cause at any time or place while s/he is insured. Payment will be made in a lump sum or in installments to the employee's beneficiary. The employee shall have the right to change his/her beneficiary(s) at any time.

If an employee becomes permanently and totally disabled, so as to be entitled to disability benefits under the Social Security Act, his/her Group Term Life Insurance shall remain in effect as long as s/he remains so disabled and furnished such proofs of continued disability as may be required by the insurance company. The first proof must be filed within three (3) months after such total disability has lasted nine (9) months. Premium payments are waived during the time the insurance is so continued.

An employee who becomes so disabled has the right to elect to receive seventy (70%) percent of his/her Group Term Life Insurance in equal monthly installments (each amounting to one-sixtieth of said insurance plus interest) over a period of sixty (60) consecutive months.

The remaining thirty (30%) percent of the employee's Group Term Life Insurance will remain in force under a waiver of premium as long as the employee remains permanently and totally disabled. The election described above must be made in writing when the disabled employee files the first proof of disability and s/he cannot thereafter change the election so made.

Whenever an application is made to the insurance carrier for approval of extension of his/her insurance because of permanent and total disability, the Company will notify the employee of the above option.

If a permanently and totally disabled employee, who has made the above described election, returns to active work for the Company, his/her Group Term Life Insurance protection will be reduced by the aggregate amount of monthly payments which s/he received prior to returning to work.

If a permanently and totally disabled employee, who is receiving the above described monthly payments, dies before such monthly payments have been exhausted, his/her beneficiary shall be paid the commuted value of the remaining installments in a lump sum plus the above mentioned thirty (30%) percent of his/her Group Term Life Insurance.

When an employee's Group Term Life Coverage is terminated for any cause, his/her life insurance will cease except that if the employee's death should occur within thirty-one (31) days thereafter, the death benefit will be payable. By making application and paying the first premium to the insurance company within thirty-one (31) days following termination of his/her Group Term Life Coverage, the employee may convert his/her Group Term Life Insurance to any individual life insurance policy then customarily issued by the insurance company except term insurance. This individual policy will be issued without medical examination at the insurance company's regular rates.

B. Accidental Death and Dismemberment Insurance

Accidental Death and Dismemberment Insurance is provided each employee in accordance with the following Table of Hourly Job Rate Brackets and Corresponding Coverages.

This benefit is payable for the loss of life, limbs, or the entire irrevocable loss of sight, at any time or place, while the employee is insured, provided the death or dismemberment results directly from bodily injuries sustained solely through accidental means and occurs within one hundred and eighty (180) days after the date of the accident causing the loss:

The full amount (principal sum) is payable for the accidental loss of:

Life	Hand and Sight of One Eye
Both Hands	One Foot and Sight of One Eye
Both Feet	Sight of Both Eyes
One Hand and One Foot	

One-half the full amount is payable for the accidental loss of:

One Hand, One Foot, or the Sight of One Eye.

In no case will more than the full amount be paid for all losses resulting from any one accident.

Since this coverage is for losses due to accidents, no benefits are payable on account of a loss caused or contributed by bodily or mental

infirmity, ptomaines, bacterial infections, disease, medical or surgical treatment not made necessary by injury covered under the policy, war, or suicide. Benefits will be payable for a loss which is caused by a bacterial infection that develops from a laceration which was the result of an accidental injury covered by this policy.

C. Sickness and Accidental Insurance (Non-Occupational)

Sickness and Accidental weekly disability benefits are provided each employee in accordance with the following Table of Hourly Job Rate Brackets and Corresponding Coverages.

These benefits are payable when an employee is unable to work because of a non-occupational sickness or accident and is under the care of a doctor. Benefit payments start on the first day of disability caused by a non-occupational accident and on the fourth day of disability caused by a non-occupational illness (on the first day when hospitalized). Benefits will be payable for a maximum of fifty-two (52) weeks during any one period of disability, except that maternity benefits for pregnancy, or resulting childbirth or miscarriage are limited to six weeks and are payable only if the pregnancy commenced while the employee's insurance was in force.

Benefits will be payable for as many separate distinct periods of disability as may occur. Periods of disability due to the same cause will be considered the same period of disability unless they are separated by return to full time work for at least two weeks.

Periods of disability due to different causes will be considered different periods of disability if they are separated by return to work. When an employee has been released for work by his/her physician, the term "return to work" shall include the period between his/her release by his/her physician and his/her actual return to work on his/her next scheduled shift.

Benefits payable for fractions of a week will be computed at one-seventh (1/7th) the weekly amount of each day.

No benefits are payable for any period of disability unless the employee is under the care of a physician. No benefits are payable unless the disability commenced while the employee's insurance was in force.

**TABLE OF HOURLY JOB RATE BRACKETS AND
CORRESPONDING COVERAGES (excludes RW)**

Hourly Job Rate Brackets (see footnote)	Term Life Group	Accidental Death & Dis- memberment	Weekly Sickness & Accident
Part-time - Extra Board *			
Part-time Employee	\$ 4,000	\$ 4,000	\$ 35
\$ 9.01 but less than \$ 9.28	18,000	18,000	180
\$ 9.28 but less than \$ 9.55	18,500	18,500	185
\$ 9.55 but less than \$ 9.82	19,000	19,000	190
\$ 9.82 but less than \$10.09	19,500	19,500	195
\$10.09 but less than \$10.36	20,000	20,000	200
\$10.36 but less than \$10.63	20,500	20,500	205
\$10.63 but less than \$10.90	21,000	21,000	210
\$10.90 but less than \$11.17	21,500	21,500	215
\$11.17 but less than \$11.44	22,000	22,000	220
\$11.44 but less than \$11.71	22,500	22,500	225
\$11.71 but less than \$11.98	23,000	23,000	230
\$11.98 but less than \$12.25	23,500	23,500	235
\$12.25 but less than \$12.52	24,000	24,000	240
\$12.52 but less than \$12.79	24,500	24,500	245
\$12.79 but less than \$13.06	25,000	25,000	250
\$13.06 but less than \$13.33	25,500	25,500	255
\$13.33 but less than \$13.60	26,000	26,000	260
\$13.60 but less than \$13.87	26,500	26,500	265
\$13.87 but less than \$14.14	27,000	27,000	270
\$14.14 but less than \$14.41	27,500	27,500	275
\$14.41 but less than \$14.68	28,000	28,000	280
\$14.68 but less than \$14.95	28,500	28,500	285
\$15.22 but less than \$15.49	29,500	29,500	295
\$15.49 but less than \$15.76	30,000	30,000	300
\$15.76 but less than \$16.03	30,500	30,500	305
\$16.03 but less than \$16.30	31,000	31,000	310
\$16.30 but less than \$16.57	31,500	31,500	315
\$16.57 but less than \$16.84	32,000	32,000	320
\$16.84 but less than \$17.11	32,500	32,500	325
\$17.11 but less than \$17.38	33,000	33,000	330
\$17.38 but less than \$17.65	33,500	33,500	335
\$17.65 but less than \$17.92	34,000	34,000	340
\$17.92 but less than \$18.19	34,500	34,500	345

- Weyerhaeuser AWWPW employees enrolled in the Group Welfare Plan.
- Your unmarried dependent children to age 19 (to age 25 if they are full-time students). An eligible dependent child is any natural or legally adopted child, stepchild or a child for whom you have court-appointed guardianship and a legal, financial support obligation. Foster children are not eligible.

1. Voluntary Group Life Insurance

Under this plan, you can purchase up to eight times your Basic Life Insurance Amount in whole increments (one, two, three, up to eight times Basic Life).

During the initial enrollment period, you can elect up to five times the amount of your Basic Life insurance without providing proof of good health. Greater amounts of coverage can be elected by submitting a statement of health (a medical examination may also be required).

Annually, thereafter, there will be an open enrollment period in November to initially enroll in or increase your amount of coverage. Coverage can be increased by one time during this period without proof of good health. Greater amounts of coverage can be elected by submitting a statement of health (a medical examination may also be required). Coverage will not become effective until January of the following year.

Your monthly cost will be based on your age and the amount of insurance you choose. When your age or amount of coverage changes, any increase in your cost will be effective on the first day of the following pay period.

<u>Employee Age</u>	<u>Monthly Cost per \$1,000 of Life Insurance</u>
Under age 35	.025
35 - 39	.034
40 - 44	.060
45 - 49	.102
50 - 54	.169
55 - 59	.262
60 - 64	.381
Age 65 and over	.585

2. Spouse Group Life Insurance

Under this plan you may purchase one-half of your Basic Life amount. During the initial enrollment period, you can enroll your spouse in coverage without providing proof of good health. You can request coverage for your spouse after the initial enrollment period, but s/he would then need to prove good health by submitting a statement of health (a medical examination may also be required). If you get married after the initial enrollment period, you can enroll your spouse without having to prove good health, provided your spouse enrolls within 30 days of the marriage.

Monthly cost is based on your age.

<u>Employee Age</u>	<u>Monthly Cost per \$1,000 of Life Insurance</u>
Under Age 35	.034
35 - 44	.051
45 - 49	.110
50 - 54	.178
55 - 59	.271
60 - 64	.381
Age 65 and over	.567

3. Child Group Life

Coverage amounts are fixed, based on the child's age at the time of death:

<u>Child's Age</u>	<u>Amount of Coverage</u>
Birth to 13 days	No coverage
14 days up to 6 months	\$ 500
6 months up to 2 years	\$2,000
2 years to 19 (25 years)	\$5,000

The cost is a flat \$.50 per month, regardless of the number of children covered or the amount of coverage.

If you do not sign up for Child Group Life within 31 days of the plan effective date, the day you become eligible, or a child's birth date, you will have to wait until the next open enrollment period (November of each year) to enroll. Coverage will then be effective on the following January 1.

PART B _ HOSPITAL-SURGICAL-MEDICAL COVERAGE

Prior to January 1, 1985 Hospital-Surgical-Medical coverage for employees and their dependents will be provided under the terms and conditions set forth in the contract between the Company and Washington Physicians Service and designated as Contract No. 1. Thereafter, and except as otherwise provided in Paragraph IV.C. of this Exhibit B, Hospital-Surgical-medical coverage for employees and their dependents will be provided in accordance with the terms and conditions of the "Summary Description of Health Care Plan: which is hereby incorporated into and made a part of this Exhibit B by reference, as well as such provisions of the coverage contract which are not inconsistent with this Exhibit B.

It is understood, however, that any employee and their dependents who enroll in an approved alternate Health Care Plan (HMOs, including Kaiser) on or subsequent to the date of ratification of this Agreement may continue to be enrolled in such a Plan if they so elect, and the monthly premium cost of such plan shall be paid by the Company to the extent that such cost does not exceed the monthly premium cost of the health care plan provided by the Company. Any difference in premium will be paid by the employee through monthly payroll deduction.

Effective January 1, 1996

In the event that composite premiums (including HMO's) exceed \$350.00 per month per employee, the employees shall share 50% of such excess costs, up to a maximum of \$17.50/month. For employees opting for alternative coverage plans, the "monthly premium cost of the health care plan provided by the Company" shall be the Company-paid portion of the composite premium. The employee contribution shall be withheld on a pre-tax basis.

Effective January 1, 1999

The employee premium sharing cap will be increased to \$35.00 per month per employee.

PART C _ DENTAL COVERAGE

Effective July 1, 1987, Dental Coverage for employees and their dependents will be provided under the terms and conditions set forth in the contract between the Company and Washington Dental Service or Oregon Dental Service as appropriate, subject to the provisions of Paragraph II of this Exhibit B.

PART D _ DEVELOPMENTALLY OR PHYSICALLY DISABLED CHILDREN

For the purposes of determining eligibility for Hospital-Surgical-Medical and Dental coverage, the term dependent children shall include:

Unmarried dependent children who are developmentally or physically disabled past their 26th birthday if all of the following conditions are met:

1. The individual's disability is such that it prevents his/her obtaining self-sustaining employment.
2. The individual is chiefly dependent on the employee for support and maintenance.
3. Proof of the individual's disability is submitted to the insurance carriers within 31 days after the date his/her coverage would otherwise have ended.

The Plan will continue coverage for individuals meeting the above conditions, as long as the applicable premium is paid, the employee's coverage remains in full force, and the disability continues.

Note: No person will be eligible for dependent coverage while covered as an employee under these Plans.

PART E _ AGREEMENT ON JOINT HEALTH/CARE COMMITTEES

The Association of Western Pulp and Paper Workers Union Bargaining Council and the Pulp and Paper Employer Bargaining Council recognize and acknowledge that high and rising health care costs continue to be a problem of the greatest priority and deserving of increased attention by the Union, the employers and the employees. *The parties also acknowledge a key element in the approach to this problem is a good-faith cooperative effort.* Therefore, the parties agree that:

Each participant mill and local will maintain a Joint Health Care Committee.

The Committee will consist of no less than two nor more than three bargaining unit members from each mill and an equal number of management representatives from each mill.

The objective of the committee will be to identify opportunities to contain costs in the area of health care, to prioritize the opportunities and to develop programs to aid in cost containment.

Specifically, the committees will have the responsibility to do the following during the term of the agreement:

1. Communicate to employees and their families the wisest use of the cost effective incentives in the health care program, so that these plan features can be used to their best advantage.
2. Undertake a feasibility study of using the services of a Professional Review Organization to conduct concurrent hospital admission reviews. The intent is to insure hospitalized employees and members of their family are receiving the quality care they need without incurring unnecessary expense.

If the review is deemed cost effective, recommend that the company contract with a review organization to provide such review.

NOTE: cost effective is defined as having the reasonable expectation that the cost of the services will be less than the expected cost savings by having concurrent hospital review.

The committees would participate in the decision to renew the review organization's contract.

3. Explore and identify the availability of a prescription drug discount program for maintenance and/or non maintenance drugs and recommend to the company the implementation of such a program, if appropriate. In addition, the committees may want to undertake but not be bound or limited to include the following:
 1. Promote wellness programs with employees and their families.
 2. Educate employees, dependents and providers of how to use the health care plan effectively.
 3. Participate in local health care coalitions.
 4. Publishing competitive providers costs (hospitals, pharmacies, etc.)
 5. Continue to work with members of their local health care community such as doctors, hospital administrators, service

bureau representatives, state and local governmental agencies, etc., on health care issues.

6. Sponsor smoking cessation programs.

7. Publish wellness newsletters and health promotion material.

At least once each year, (more often if needed), the Association of Western Pulp and Paper Workers staff and the Employers Bargaining Council shall hold a joint meeting to review the progress of the local Joint Health Care Committees. Prior to each meeting, the Union and Employers Bargaining Council shall separately meet with their local committee representatives and shall come prepared with specific knowledge and recommendations. The chairmanship of the meetings shall be rotated between the president of the Union and the spokesman of the Employers Bargaining Council.

The expenses associated with the activities of the Committee shall be shared in the following manner:

The Company will be responsible for all expenses resulting from the Committee's activities, except for:

- a) Travel expenses to and from Committee meetings.
- b) Lodging
- c) Meal expenses except those served during Committee meetings.

Bargaining Unit members of the Joint Health Care Committee will be paid for time spent on Committee matters, not to exceed eight hours at the employee's straight time rate per day.

Upon request, Bargaining Unit members of the Joint Health Care Committee will be provided relief, if their work shift interferes with their participation in a scheduled Committee meeting.

EXHIBIT C
WEYERHAEUSER COMPANY RETIREMENT PLAN FOR
HOURLY RATED EMPLOYEES NORTHWEST PULP AND
PAPERBOARD OPERATIONS

The Weyerhaeuser Company Retirement Plan for Hourly Rated Employees, Part 03, Northwest Pulp and Paperboard Operations, originally effective January 1, 1950, is amended and restated below to be effective September 30, 1995. Participants who retired, terminated, or transferred prior to September 30, 1995 will receive such benefits, if any, as are provided in the Plan documents in effect on the date of their retirement, termination, or transfer.

ARTICLE I. ELIGIBILITY AND SERVICE

- 1.1 The term "Participant" shall mean a person who was hired by Weyerhaeuser Company or an affiliated company ("Company") and who is an hourly rated employee in a Qualified Unit designated in Schedule A.
- 1.2 (a) The term "Year(s) of Continuous Service" shall mean the number of calendar years, including any fractions of a year, during the last continuous period of employment of the Participant by the Company (including salaried service, if any), and shall be considered broken when a Participant:
- (i) quits,
 - (ii) is discharged and is not rehired by the Company within thirty days thereafter,
 - (iii) fails to report for work within fourteen calendar days after being recalled from layoff by written notice sent by registered mail to the last address appearing on Company records,
 - (iv) fails to report for work at the termination of a leave of absence,
 - (v) is absent due to industrial disability for a period exceeding that for which statutory compensation was payable, or is absent due to non-industrial disability for a period exceeding two years, unless in either instance such period shall be extended by the Company, or
 - (vi) is absent more than two years due to layoff.

If Continuous Service shall be broken for any of the above reasons, service prior to such break shall not be counted as Years of Continuous Service. Continuous Service shall not include service rendered by a "Part-time Employee." A Part-time Employee is an

employee who, by prior and fixed arrangement between the employee and the Company, is not available for work on the prevailing work schedules applied in the department to which such employee is attached.

- (b) The term "Year(s) of Hours Service" shall mean any calendar year during which a Participant has completed at least 1,000 hours of service as an employee.
- (c) The term "Vesting Service" shall mean the greater of the following:
 - (i) the number of Years of Continuous Service described in Section 1.2(a), or
 - (ii) one year for each Year of Hours Service described in Section 1.2(b) and for calendar years in which a Year of Hours Service is not completed, a fraction of a year, using the number of Hours of Service completed by the Participant in that calendar year as the numerator and 1,000 as the denominator and further provided that Vesting Service shall never be less than Credited Service.
- (d) The term "Credited Service" refers to the period of employment for which an amount of benefit accrues and it shall be the larger of:
 - (i) (A) Subject to Section 1.2(d)(iii), the number of Years of Continuous Service as of January 1, 1976, plus
(B) The number of Years of Continuous Service after January 1, 1976.
OR
 - (ii) (A) Subject to Section 1.2(d)(iii), the number of Years of Continuous Service as of January 1, 1976, plus
(B) The number of Years of Hours Service after January 1, 1976, calculated as follows:
 - (1) One year for each calendar year in which the Participant completed 2,000 or more Hours of Service, plus
 - (2) For calendar years in which the Participant completed less than 2,000 Hours of Service, a fraction of a year, using the number of Hours of Service completed by the Participant for that calendar year as the numerator and 2,000 as the denominator.

- (iii) For purposes of Section 1.2(d)(i)(A), Years of Continuous Service as of January 1, 1976, shall be subject to the break in service and forfeiture rule of Section 1.2(a). For purposes of Section 1.2(d)(ii)(A), Years of Continuous Service as of January 1, 1976, shall NOT be subject to the break in service and forfeiture rule of Section 1.2(a). Years of Continuous Service after January 1, 1976, shall always be subject to the break in service and forfeiture rule of Section 1.2(a).
- (iv) There shall be no duplication of Years of Credited Service for the same period of employment.
- (e) "Hour of Service" shall mean:
- (i) Each hour for which a Participant is paid, or entitled to payment, for the performance of duties for the Company.
 - (ii) Each hour for which a Participant is paid, or entitled to payment, by the Company on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Notwithstanding the preceding sentence:
 - (A) No more than 4,000 hours of service shall be credited under this paragraph to a Participant on account of any single continuous period during which the Participant performs no duties (whether or not such period occurs in a single computation period);
 - (B) An hour for which a Participant is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed shall not be credited to the Participant if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workmen's compensation or unemployment compensation or disability insurance laws;
 - (C) Hours of service shall not be credited for a payment which solely reimburses a Participant for medical or medically related expenses incurred by the Participant.

For purposes of this paragraph, a payment shall be deemed to be made by or due from the Company

regardless of whether such payment is made by or due from the Company directly, or indirectly, through, among others, a trust fund, or insurer, to which the Company contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer or other entity are for the benefit of particular employees or are on behalf of a group of employees in the aggregate.

- (iii) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Company. The same hours of service shall not be credited both under paragraph (i) or paragraph (ii), as the case may be, and under this paragraph (iii).
- (iv) For purposes of this Section 1.2(e), Hour of Service shall include salaried service, if any.

Hours for nonperformance of duty shall be credited in accordance with DOL Regulation 2530.200b-2(b) and (c).

ARTICLE IA. SERVICE WITH OTHER COMPANIES

1A.1 For all purposes of this Plan, service with a company designated, and for the period described in Schedule B, shall be considered and treated the same as service with the Company.

1A.2(a) As to those Participants working at the Longview, Washington Extruder facility (poly-coating operations) and who were employed by Tetra Pak Pacific Laminations (buyer) upon the sale of that facility to the buyer, continuous service with the buyer from April 5, 1993 (the closing date of the sale) shall be considered Vesting Service under this plan, provided that, such Vesting Service shall cease at the earliest of the following dates:

- (i) Twenty one years from the closing date (4/5/93).
 - (ii) Date of termination of employment with buyer.
 - (iii) Date of commencement of benefits under either this plan, or the buyer's plan which replaced this plan.
- (b)** Vesting Service shall be used for purposes of determining eligibility for benefits under this Plan but not for purposes of determining the amount of Accrued Benefit hereunder.

ARTICLE IB. SPECIAL SERVICE RULES

IB.1 Year(s) of Continuous Service shall be considered broken if a Participant is not transferred to another location within the Company's Northwest Pulp and Paperboard Operations following cessation of active employment as the result of a permanent mill closure. If, however, a Participant has completed five or more Years of Vesting Service before such closure and is so transferred within one year, no break in Continuous Service shall occur.

ARTICLE IC. ADDITIONAL CREDITED SERVICE

1C.1 A Participant who meets all of the requirements listed under Section 1C.2 below shall have Credited (benefit accrual) Service otherwise determined under the Plan increased as further provided in Section 1C.3 below.

1C.2 The eligibility requirements referred to in Section 1C.1 are:

- (a) As of the date of termination the Participant is at least age 55 and has at least 10 years Vesting Service (as otherwise defined in this Plan, without consideration of any additional service granted by this Article), and
- (b)
 - (i) the Participant provides the Company at least four (4) months advance notice of intent to terminate under this Article and the date of termination is prior to March 15, 1997, or
 - (ii) the Participant provides the Company at least 30 days advance notice of intent to terminate under this Article and the date of termination is between March 15, 1997 and March 14, 1998, inclusive, or
 - (iii) the Participant provides the Company at least 30 days advance notice of intent to terminate under this Article and the date of termination is between March 15, 1998 and March 14, 1999, inclusive.
 - (iv) For those participants who provide the Company, not later than January 20, 1995, a signed notice of an intent to retire (witnessed by a Company representative), and who do in fact terminate employment not later than May 20, 1995, then, with respect to such Participants, the four month notice period otherwise required to be eligible for the additional five years benefit accrual service will be deemed to have been satisfied as of the date the signed and witnessed notice is provided to the Company.

- 1C.3(a) If Section 1C.2(b)(i) applies, then five (5) additional years of Credited Service shall be added to the Credited Service otherwise determined.
- (b) If Section 1C.2(b)(ii) applies, then four (4) additional years of Credited Service shall be added to the Credited Service otherwise determined.
- (c) If Section 1C.2(b)(iii) applies, then three (3) additional years of Credited Service shall be added to the Credited Service otherwise determined.

ARTICLE II. ACCRUED BENEFIT

- 2.1 (a) The Accrued Benefit shall be a monthly benefit determined by adding together the benefits in (i) and (ii) below and then multiplying the results by the appropriate adjustment factor from Section 2.2.
- (i) \$20.00 per month for each year of Continuous Service (as defined in Section 1.2(a)) before January 1, 1976, and
- (ii) \$20.00 per month for each year Credited Service (as defined in Section 1.2(d)) for service after January 1, 1976.
- (b) The Accrued Benefit as determined in Section 2.1(a) shall not be less than the Accrued Benefit as of March 14, 1987 as determined under the plan provisions then in effect.
- (c) The Accrued Benefit as determined in Section 2.1(a) shall not be less than the Accrued Benefit as of March 14, 1990 as determined under the plan provisions then in effect.

2.2 The adjustment factors as specified in Section 2.1(a) are:

**Regular Straight time Hourly Rate
as of the date of termination, but
not greater than such rate as in
effect on 3/14/2001**

Adjustment Factor

At Least	Less Than	Prior to 3/15/99	As of 3/15/99 and Later
\$0.00	\$13.67	1.000	1.100
13.67	14.01	1.050	1.150
14.01	14.35	1.075	1.175
14.35	14.69	1.100	1.200
14.69	15.04	1.125	1.225
15.04	15.38	1.150	1.250
15.38	15.72	1.175	1.275
15.72	16.06	1.200	1.300
16.06	16.40	1.225	1.325
16.40	16.74	1.250	1.350
16.74	17.09	1.275	1.375
17.09	17.43	1.300	1.400
17.43	17.77	1.325	1.425
17.77	18.11	1.350	1.450
18.11	18.45	1.375	1.475
18.45	18.80	1.400	1.500
18.80	19.14	1.425	1.525
19.14	19.48	1.450	1.550
19.48	19.82	1.475	1.575
19.82	20.17	1.500	1.600
20.17	20.51	1.525	1.625
20.51	20.85	1.550	1.650
20.85	21.19	1.575	1.675
21.19	21.53	1.600	1.700
21.53	21.87	1.625	1.725
21.87	22.21	1.650	1.750
22.21	22.55	1.675	1.775
22.55	22.89	1.700	1.800
22.89	23.23	1.725	1.825
23.23	23.57	1.750	1.850
23.57	23.91	1.775	1.875
23.91	24.25	1.800	1.900
24.25	24.59	1.825	1.925
24.59	24.93	1.850	1.950
24.93	25.27	1.875	1.975
25.27	25.61	1.900	2.000
25.61	25.95	1.925	2.025

2.2 The adjustment factors as specified in Section 2.1(a) are (cont.):

**Regular Straight time Hourly Rate
as of the date of termination, but
not greater than such rate as in
effect on 3/14/2001**

		Adjustment Factor	
At Least	Less Than	Prior to 3/15/99	As of 3/15/99 and Later
25.95	26.29	1.950	2.050
26.29	26.63	1.975	2.075
26.63	26.97	2.000	2.100
26.97	27.31	2.025	2.125
27.31	27.65	2.050	2.150
27.65	27.99	2.075	2.175
27.99 or above		2.100	2.200

2.3 Subject to Section 11.2(a), benefit payments shall not commence until actual retirement. A Participant's actual retirement shall be deemed to occur with respect to any month following his Normal Retirement Date if, in such month, the Participant is credited with less than 40 hours of service. Once payments of benefits to a retired Participant have commenced, such payments shall not be affected by the Participant's reemployment. A Participant whose benefit payments are limited by this section (i.e., suspended because his service continues subsequent to his Normal Retirement Date) (i) shall be so notified in writing, either by personal delivery or first class mail, and (ii) must notify the Retirement Committee in writing at such time as his hours of service are less than 40 per month. In the event that benefits which should have been suspended are paid to a Retiree in error, future payments shall be reduced until the Trust has recovered the overpayment. The initial monthly amount of such reduction may be offset by 100% of the monthly payment and future payments may be reduced by not more than 25% of any one future monthly payment. Participants who are uncertain whether specific employment will result in a suspension of benefits hereunder should contact the Retirement Committee for a determination. Any suspension of benefits permitted by this section shall not apply to that portion of a benefit provided by employee contributions (if any).

2.4 The Accrued Benefit (payable at Normal Retirement Date) as defined under this Article II shall be reduced to reflect any benefits already in pay status (either as an annuity, a voluntary

lump sum, or as an involuntary lump sum) to the extent that those prior benefits are based on Credited Service included in determining the current Accrued Benefit. The reduction shall be equal to the sum of all such prior Accrued Benefits (payable at Normal Retirement Date) and shall reduce the Accrued Benefit under Section 2.1

ARTICLE III. NORMAL RETIREMENT

- 3.1 Normal Retirement Date shall be the last day of the month in which the Participant attains the age of 65 years. A Participant shall have a nonforfeitable right to his pension on attainment of age 65.
- 3.2 A Participant may continue in service after reaching his or her Normal Retirement Date.
- 3.3 Upon retirement on or after Normal Retirement Date, subject to the conditions, limitations, and exceptions set forth in this Plan, an eligible Participant shall receive out of any available funds in the hands of the Trustee, a monthly pension for life in an amount based upon the Accrued Benefit defined in Article II.
- 3.4 Unless rejected prior to the date benefits commence, a 100% Joint Annuity Benefit, as described in Article VIII, shall be paid automatically upon Normal Retirement of a married Participant.

ARTICLE IV. EARLY RETIREMENT

- 4.1 Upon termination of employment, a Participant may elect Early Retirement if such Participant has completed at least 10 years of Vesting Service and has attained 55 years of age.
- 4.2 A Participant who elects Early Retirement shall receive a monthly pension for life in a reduced amount. The reduced amount shall be a percentage of the Accrued Benefit (as described in Article II) to the date of Early Retirement. Such percentage shall be based upon the Participant's age at Early Retirement in accordance with the following table:

Early Retirement Age	Percentage of Accrued Benefit	Early Retirement Age	Percentage of Accrued Benefit
64	100.00%	59	85.00%
63	100.00	58	80.00
62	100.00	57	75.00
61	95.00	56	70.00
60	90.00	55	65.00

(NOTE: In the above table, all factors will be adjusted to reflect fractions of a year.)

- 4.3 Unless rejected prior to the date benefits commence, a 100% Joint Annuity Benefit, as described in Article VIII, shall be paid automatically upon Early Retirement of a married Participant.

ARTICLE V. TOTAL AND PERMANENT DISABILITY

- 5.1 A Participant may elect to retire upon becoming totally and permanently disabled after completing at least ten years of Vesting Service. Such disabled Participant shall receive a monthly pension for life based upon the Accrued Benefit determined under Article II to the starting date of the disability.
- 5.2 To qualify for total and permanent disability benefits under this Plan, a Participant must be entitled to total and permanent disability benefits under the Social Security Act (or Railroad Retirement Act, if applicable).

- 5.3 Unless rejected prior to the date benefits commence, a 100% Joint Annuity Benefit, as described in Article VIII, shall be paid automatically upon retirement of a married Participant.

ARTICLE VI. VESTING OF BENEFITS

- 6.1 A Participant whose employment is terminated (for any reason other than death, disability, or retirement) and who has completed five years Vesting Service (as defined in Section 1.2(c)), shall be a "Vested Former Participant."
- 6.2 A Vested Former Participant shall receive a monthly pension for life commencing at age 65 (except as otherwise provided in Section 6.3). The monthly pension shall be an amount based upon the Accrued Benefit determined under Article II to the date employment terminated. A written application to receive benefits shall be made at least 45 days prior to the date benefits are to commence. Subject to Section 11.3, written consent of the Participant and the Participant's spouse to the distribution must be obtained not more than 90 days before the commencement of the distribution of any part of the accrued benefit.
- 6.3 In the event a Vested Former Participant meets, at any time, the age and Vesting Service requirements for Early Retirement under Article IV, upon written application, such Vested Former Participant may then elect to commence to receive a monthly benefit based upon the Participant's Accrued Benefit but actuarially reduced for early commencement and for an optional form of benefit, if applicable. The actuarial reduction factors for early commencement shall be as specified in Attachment II. Benefits may be elected to commence the first of any month after

the age and Vesting Service requirements are met. Subject to Section 11.3, written consent of the Participant and the Participant's spouse to the distribution must be obtained not more than 90 days before the commencement of the distribution of any part of the accrued benefit.

- 6.4 A Vested Former Participant who is reemployed by the Company:
- (a) before benefit payments commence, shall accrue additional benefits for Credited Service subsequent to reemployment,
 - (b) after benefit payments commence, shall accrue additional benefits as if a new employee, but such benefits shall be 100% vested. Benefit payments earned for earlier periods of employment shall not cease because of reemployment.

ARTICLE VII. TRANSFER OF EMPLOYMENT

- 7.1 Effective January 1, 1994, if a Participant transfers to a position or unit not covered under this Plan, no additional benefit accrual (Credited) service will accrue under this Plan. Such Participant shall remain a Participant under this Plan with respect to all provisions except the benefit accrual (Credited) service provisions. If the Participant terminates employment at a later date, and at that time meets the appropriate eligibility requirements for a benefit under this Plan (as such eligibility requirements exist at the date of termination), such Participant shall, upon written application, receive such benefit. There shall be no duplication of benefits under two or more retirement plans of the Company for the same period of Service.
- 7.2 Any service rendered to any member of a controlled group of corporations which includes the Company (as defined by the Employee Retirement Income Security Act of 1974 and regulations thereunder) shall be considered service with the Company for the purpose of determining Vesting Service under Section 1.2(c).
- 7.3 Subject to any provision of this Plan which may specifically provide otherwise, effective January 1, 1994, with respect to an individual who first becomes eligible for participation in this Plan on or after January 1, 1994 (whether as a result of a new hire, rehire, or transfer among the controlled group of companies), NO service rendered prior to such new hire, rehire, or transfer, which had previously been counted as benefit accrual (Credited) service under any other Internal Revenue Service qualified retirement plan of the Company (whether or not such

service resulted in a vested accrued benefit), shall be considered benefit accrual (Credited) service under this Plan.

ARTICLE VIII. JOINT ANNUITY BENEFIT

- 8.1** A Participant (or Vested Former Participant) may provide for a life income, after retirement, to his or her spouse in the form of a 100% Joint Annuity Benefit. A 100% Joint Annuity Benefit is a reduced monthly payment and is 100% of the actuarial equivalent of the Accrued Benefit (reduced in accordance with Section 4.2, if applicable) at the attained ages of the Participant (or Vested Former Participant) and spouse at the date benefit payments commence. Such 100% Joint Annuity Benefit is payable during the joint lives of the Participant (or Vested Former Participant) and spouse and then so long as either the Participant or the Participant's spouse is alive. The actuarial equivalent shall be as specified in Attachment II. A dissolution of marriage occurring after July 1, 1986 and after benefit payments have commenced shall have no effect on payments under any optional form of benefit.
- 8.2** A married Participant (or Vested Former Participant) eligible to receive Normal, Early, or Disability Retirement benefits will automatically receive, unless otherwise rejected, a 100% Joint Annuity Benefit. Instead of that form of benefit, such Participant (or Vested Former Participant) may reject the automatic election and elect to receive the full amount of Accrued Benefit (reduced in accordance with Section 4.2, if applicable) payable during the Participant's (or Vested Former Participant's) lifetime only or in any other optional form of benefit which is available under the Plan.
- 8.3** Approximately nine months prior to the date a Participant is first eligible for early retirement, he shall be provided with a general explanation of the description and financial effect of the Joint Annuity Benefit and informed of his right to elect or revoke such annuity. A Participant may also make a written request for the terms, conditions and specific financial effect on his particular annuity. An election or revocation may be made at any time before benefit payments commence, provided that an election NOT to take a Joint Annuity must also be signed by the spouse and witnessed by a Company representative or Notary Public. The waiver of the Joint Annuity Benefit and the spouse's consent thereto must: (1) state the specific nonspouse beneficiary (including any class of beneficiaries or any contingent beneficiaries) who will receive the benefit, and (2) the particular

optional form of benefit. To make an election, to revoke an election, or to receive any optional form of benefit provided by the Plan, a Participant (or Vested Former Participant) must complete and file with the Retirement Committee the approved form available at all local personnel offices. Subject to Section 11.3, written consent of the Participant and the Participant's spouse to the distribution must be obtained not more than 90 days before the commencement of the distribution of any part of the accrued benefit.

ARTICLE VIIIA. OTHER OPTIONAL FORMS OF BENEFIT

- 8A.1** Subject to Article VIII, a Participant (or Vested Former Participant) may provide for a life income, after retirement, to his or her spouse in the form of a 50% (66-2/3%, 75%) Joint Annuity Benefit. The 50% (66-2/3%, or 75%) Joint Annuity Benefit is a reduced monthly payment and is the actuarial equivalent of the Accrued Benefit (reduced in accordance with Section 4.2, if applicable) at the attained ages of the Participant (or Vested Former Participant) and spouse at the date benefit payments commence. Such 50% (66-2/3%, or 75%) Joint Annuity Benefit is payable during the life of the Participant (or Vested Former Participant) and upon the Participant's (or Vested Former Participant's) death, 50% (66-2/3%, or 75%) of this amount continues to the spouse, if living. The actuarial equivalent for all optional forms of benefit provided for in this section shall be as specified in Attachment II.
- 8A.2** Subject to Article VIII, a Participant (or Vested Former Participant) may elect a pension payable in a reduced monthly amount during the Participant's (or Vested Former Participant's) lifetime, and, in the event of the Participant's (or Vested Former Participant's) death within a period of ten (five or fifteen) years after the first monthly installment of such pension becomes payable, the same reduced monthly amount shall be payable for the remainder of such ten-year (five-year or fifteen-year) period to a primary beneficiary designated by the Participant (or Vested Former Participant). In the event of the deaths of both the Participant (or Vested Former Participant) and the Participant's (or Vested Former Participant's) primary beneficiary within a period of ten (five or fifteen) years after the first monthly installment of such pension becomes payable, the commuted value of the balance of payments shall be paid in one lump sum to the secondary

beneficiary or beneficiaries designated by the Participant (or Vested Former Participant), and if more than one such secondary beneficiary shall survive the Participant's (or Vested Former Participant's) primary beneficiary, payment shall be made in such portions among them as the Participant (or Vested Former Participant) shall have designated; otherwise, each shall receive an equal portion. Such election may be made at any time prior to the date benefit payments commence. The Ten-year (Five-year or Fifteen-year) Certain and Life Thereafter Benefit so payable shall be the actuarial equivalent (computed at the time of retirement) of the benefit otherwise payable thereunder. The actuarial equivalent shall be as specified in Attachment II. Any election made hereunder may be revoked at any time prior to the date benefit payments commence. The consent of the designated beneficiary or beneficiaries will not be required when any revocation of election is made. The "certain period" in the optional benefit shall be reduced, when necessary, so that it does not exceed the life expectancy at the date the benefit commences as listed in Attachment II.

ARTICLE VIII.B. SOCIAL SECURITY LEVELING OPTION

- 8B.1(a) Subject to Article VIII, a Participant who is eligible for retirement (but not Disability Retirement) may elect to have his benefit paid under the Social Security Leveling Option, provided such benefit commences prior to the earliest age a reduced Social Security Primary Insurance Amount could be paid (currently age 62).
- (b) Under the Social Security Leveling Option, the Participant will receive the actuarial equivalent of the Accrued Benefit (reduced in accordance with Section 4.2, if applicable) otherwise payable in amounts which, when combined with the estimated reduced Primary Insurance Amount, will, if sufficient, provide a substantially level total benefit. The actuarial equivalent shall be as specified in Attachment II. Upon reaching the earliest age a reduced Social Security Primary Insurance Amount is payable, the monthly income from the retirement plan shall be reduced by the amount of reduced Primary Insurance Amount used in the calculation of the option benefit.
- (c) At the Participant's election, the Social Security Leveling Option may be calculated using any later age prior to the first age an unreduced Social Security Primary Insurance Amount

could be paid (versus the earliest age a reduced Social Security Primary Insurance Amount could be paid).

ARTICLE VIII.C. LUMP SUM OPTIONS

- 8C.1 Upon the written request of a Participant who is eligible for *early or normal retirement*, the Committee shall provide for payment to such Participant of the actuarial equivalent of the benefits otherwise payable to such Participant hereunder in a lump sum payment. A lump sum payment shall be made on the first day of the month following retirement. The actuarial equivalent shall be as specified in Attachment II. A single lump sum distribution shall be considered as a revocation of the 100% Joint Annuity form of benefit.

ARTICLE IX. SURVIVOR BENEFIT (ACTIVE)

- 9.1 (a) Upon the death of a married Participant while still in the active employ of the Company, at a time when such Participant was at least age 55 and eligible for Early Retirement (as specified in Article IV) the Participant shall be deemed to be covered for a life income to his or her surviving spouse. Such life income is known as an "AUTOMATIC EARLY SURVIVOR BENEFIT" and is payable only to the designated spouse (wife or husband) of the Participant.
- (b) The amount of an Automatic Early Survivor Benefit shall be 100% of the reduced amount the Participant would have received under a 100% Joint Annuity assuming such Participant had retired the day preceding the date of death under the 100% Joint Annuity Option.
- (c) The 100% Joint Annuity shall be the actuarial equivalent of the benefit otherwise payable under this Plan. The actuarial equivalent shall be on the same actuarial basis as the 100% Joint Annuity in Article VIII.
- 9.2 (a) Upon the death of a married Participant, while still in the active employ of the Company, at a time when such Participant was vested but not eligible for a benefit under Section 9.1, the Participant shall be deemed to be covered for a life income to his or her surviving spouse. Such life income is known as an "AUTOMATIC VESTED SURVIVOR BENEFIT" and is payable only to the designated spouse (wife or husband) of the Participant.
- (b) The amount of an Automatic Vested Survivor Benefit shall be 100% of the reduced amount the Participant would have

received under a 100% Joint Annuity assuming such Participant had:

- (i) separated from service on the date of death, and
- (ii) survived until the earliest date a benefit could commence to the Participant as a Vested Former Participant and had retired under the 100% Joint Annuity Option, and
- (iii) died on the day after the 100% Joint Annuity Benefit had commenced.

(c) The actuarial equivalent for early commencement shall be the same as specified for the early commencement of a retirement benefit for a Vested Former Participant. The 100% Joint Annuity shall be the actuarial equivalent of the benefit otherwise payable under this Plan. The actuarial equivalent shall be on the same actuarial basis as the 100% Joint Annuity in Article VIII.

(d) In lieu of commencing the Vested Survivor Benefit on the earliest date possible, the surviving spouse may elect commencement on any later date the Participant, as a Vested Former Participant, could have elected commencement of a retirement benefit. Subject to Section 11.3, written consent of the surviving spouse to the distribution must be obtained not more than 90 days before the commencement of the distribution of any part of the benefit payable to such spouse.

9.3(a) If ALL of the requirements of 9.3(b) are met, then a Single Parent Preretirement Survivor Benefit will be paid according to Section 9.3(d).

(b) The requirements specified in Section 9.3(a) are:

- (i) an active Participant dies after becoming eligible for early retirement, and
- (ii) there is no surviving spouse eligible for any benefits under the Plan and no other beneficiary is eligible for any benefits under the Plan other than the Single Parent Preretirement Survivor Benefit (excluding refund of employee contributions, if any), and
- (iii) the Participant left one or more Eligible Dependents as defined in Section 9.3(c).

(c) An Eligible Dependent is defined as an individual:

- (i) who was a natural, adopted, step, or foster child of the Participant, for whom the Participant had or shared primary financial responsibility, and

- (ii) who (1) was under the age of nineteen as of the date of death of the Participant or (2) was developmentally disabled to such an extent that, in the sole discretion of the Retirement Committee, such individual was incapable of independent living.
- (d) (i) A Single Parent Preretirement Survivor Benefit will be calculated as if the Participant had retired the day before the date of death and had elected payment under a 10 year certain and life thereafter optional form of benefit.
- (ii) The certain portion of the Single Parent Preretirement Survivor Benefit will be divided uniformly among all Eligible Dependents.
- (iii) Payment will be made to each Eligible Dependent's guardian, if any, otherwise, to the individual who or institution which, in the sole discretion of the Retirement Committee, appears to have accepted responsibility for the care of the Eligible Dependent. The Retirement Committee, in its sole discretion, may change its designation as appropriate.
- (iv) If the monthly benefit payable on behalf of any Eligible Dependent is less than \$100 per month, the commuted present value will be determined using a 9.5% discount rate and such present value will be paid in a lump sum.
- (v) If any certain payments remain upon the death of an Eligible Dependent, then the payments due such Eligible Dependent will be divided uniformly among the original Eligible Dependents then remaining, regardless of current age. Upon the death of the last remaining Eligible Dependent, no further benefits shall be payable.

ARTICLE X. DEATH BENEFITS (TERMINATED)

- 10.1 Any Participant who continues working after Normal Retirement Date or who terminates employment on or after the date all requirements have been satisfied for Early or Normal Retirement (except for any requirement that there be filed a claim for benefits) and who thereafter dies before beginning to receive such benefits will be considered to have retired and elected immediate commencement of benefits as of the date preceding the date of death. Unless rejected prior to date of death, such benefits shall be payable in the form of a 100% Joint Annuity. Any benefit payable under this

Section shall be in lieu of any benefit payable under Article IX or under Section 10.2 below.

- 10.2(a) Subject to 10.1 and further provided that the retirement benefit has not yet commenced, a Vested Former Participant shall be deemed to be covered for a life income to his or her surviving spouse in the event of death before retirement. Such life income is known as an "AUTOMATIC FORMER PARTICIPANT SURVIVOR BENEFIT" and is payable only to the designated spouse (wife or husband) of the Vested Former Participant.
- (b) (i) If the Vested Former Participant was eligible for immediate commencement of his retirement benefit at the time of death, the amount of an Automatic Former Participant Survivor Benefit shall be 100% of the reduced amount the Vested Former Participant would have received under a 100% Joint Annuity assuming such Participant had retired the day preceding the date of death under the 100% Joint Annuity Option.
- (ii) If the Vested Former Participant was not yet eligible for immediate commencement of his retirement benefit at the time of death, the amount of an Automatic Former Participant Survivor Benefit shall be 100% of the reduced amount the Vested Former Participant would have received under a 100% Joint Annuity assuming such Participant had:
- (A) survived until the earliest date a benefit could commence to the Vested Former Participant and had retired under the 100% Joint Annuity Option, and
- (B) died on the day after the 100% Joint Annuity benefit had commenced.
- (c) The 100% Joint Annuity shall be the actuarial equivalent of the benefit otherwise payable under this Plan. The actuarial equivalent shall be on the same actuarial basis as the 100% Joint Annuity in Article VIII.
- (d) In lieu of commencing the Automatic Former Participant Survivor Benefit on the earliest date possible, the surviving spouse may elect commencement on any later date the Vested Former Participant could have elected a retirement benefit. Subject to Section 11.3, written consent of the surviving spouse to the distribution must be obtained not more than

90 days before the commencement of the distribution of any part of the benefit payable to such spouse.

ARTICLE XI. PAYMENT OF BENEFITS

- 11.1 At least 45 days prior to actual retirement, a Participant (or Vested Former Participant) should contact the local personnel office and complete the proper forms to obtain retirement benefits. Upon actual retirement, a Participant (or Vested Former Participant) may be referred to as a "Retiree". If a Participant dies before benefits commence, the designated surviving spouse should complete the forms if a Survivor's Benefit is payable. Subject to Section 11.3, written consent of the Participant and the Participant's spouse to the distribution must be obtained not more than 90 days before the commencement of the distribution of any part of the accrued benefit.
- 11.2(a) The first monthly payment of all benefits shall be made on the first day of the month following retirement, or, if a Survivor Benefit is payable, on the first day of the month following the date otherwise specified by the Survivor Benefit coverage. Benefits shall commence no later than April 1 of the calendar year following the year in which the Participant attains age 70-1/2.
- (b) The last payment shall be made on the first day of the month:
- (i) in which Participant (or Vested Former Participant) dies if a joint annuity, optional form of benefit, or Survivor Benefit was not being paid, or
 - (ii) in which the spouse dies if a Survivor Benefit was being paid, or
 - (iii) in which Participant or beneficiary dies, whichever is later, if a joint annuity was being paid, or
 - (iv) in which the last payment under any optional form of benefit is due.
- 11.3 If the actuarial present value of the Accrued Benefit payable on behalf of a Participant (or Vested Former Participant) is less than \$3,500, it shall be paid in a lump sum. The actuarial present value shall be as specified in Attachment II. No distribution shall be made under this provision after an annuity has commenced unless the Participant (and/or spouse as applicable) consents in writing to such distribution. No distribution shall be made under this provision unless the

distribution meets all requirements to be considered an "involuntary cash-out" under Internal Revenue Code Section 411. Any nonvested terminated employee will be deemed to have received a distribution under this Section 11.3.

- 11.4 A Participant or spouse who has been denied benefits shall be notified in writing of the specific reasons for such denial, and may submit a written application for review to the Retirement Committee.

ARTICLE XII. CONTRIBUTIONS - TRUSTEE

- 12.1 The Company has entered into a Master Trust Agreement dated January 1, 1976 with Bankers Trust Company, as Trustee, pursuant to which all funds contributed under the Plan shall be held, invested, and reinvested until they are disbursed to provide benefits or to pay expenses of this Plan, under the direction of the Retirement Committee. The Board of Directors of the Company may remove the Trustee and select additional and/or successor Trustees.
- 12.2 Participants are not required to make contributions to the Trust under the Plan. All contributions to the Trust under the Plan shall be made by the Company pursuant to the procedure described in Attachment I. The Company shall contribute the amount actuarially necessary to fund the Plan, and such contributions shall, at least, meet the minimum requirements set forth in the Employee Retirement Income Security Act of 1974. Any funds arising from forfeitures from any source shall be used to decrease future Company contributions under the Plan and shall not be applied to increase the benefits any Participant (or Vested Former Participant) would otherwise receive under this Plan. All benefits shall be payable only out of the assets in the Trust, except in the event of a Plan termination.
- 12.3 The Company intends to continue this Plan indefinitely; however, the right is reserved to discontinue contributions or to terminate the Plan.
- 12.4 The contribution for any year shall be contingent upon the contribution being deductible to the Company under Internal Revenue Code Section 404, except to the extent such contribution may be required to satisfy the top heavy provisions of Article XIX. Should any contribution be determined by the Secretary of the Treasury to be

nondeductible (subject to the top heavy required contribution), it shall be returned to the Company following Internal Revenue Service procedures.

- 12.5 If the Company does not pay Eligible Expenses of the Plan and/or Trust directly, or if the Company pays such expenses and submits a request to the Retirement Committee for reimbursement, the Retirement Committee may authorize the payment of such expenses from trust funds. To qualify as an Eligible Expense, an expense must:
- (i) be reasonable and necessary
 - (ii) be solely for the benefit of Participants
 - (iii) be a direct expense
 - (iv) satisfy the exception to Prohibited Transactions provided by the Employee Retirement Income Security Act and applicable Department of Labor Regulations and Opinions.

ARTICLE XIII. ADMINISTRATION AND RETIREMENT COMMITTEE

- 13.1 Weyerhaeuser Company is the Administrator of the Plan acting through certain named fiduciaries whose duties and responsibilities are outlined in Attachment I. In each situation, this Plan will be administered to comply with the provisions of applicable laws and regulations.
- 13.2 As described in Attachment I, certain responsibilities have been delegated to a Retirement Committee consisting of three or more members (officers, directors, or employees of Weyerhaeuser Company) approved by the Board of Directors of Weyerhaeuser Company. The Retirement Committee shall discharge its duties, as outlined in Attachment I and in the Master Trust Agreement, solely in the interest of the Participants and their spouses under this Plan for the exclusive purpose of providing them with benefits and defraying the reasonable expenses of administering the Plan.
- 13.3 In the event that Weyerhaeuser Company shall cease to be in existence, then, unless the Plan is adopted and continued by a successor, the members of the Retirement Committee at that time (and their successors) shall remain in office until final termination of the Trust. Replacements for any vacancies in

the membership shall be selected by the remaining member or members.

ARTICLE XIV. AMENDMENTS

- 14.1 The Company reserves the right to modify, alter, or amend this Plan, as well as the Master Trust Agreement. Any such action shall comply with applicable laws and regulations and shall not permit funds in the Trust to be used for anything but the exclusive benefit of Retirees, Participants, Vested Former Participants, and their spouses. Amendments may be adopted by the Board of Directors of the Company or such person or persons to which such authority is delegated by the Board of Directors.
- 14.2 Notwithstanding anything herein to the contrary, the Company may make any modifications or amendments of the Plan which it deems necessary or appropriate to enable the Plan to qualify, and continue to qualify, with the Treasury Department under Section 401 of the Internal Revenue Code of 1954, and with the Treasury Department and the Department of Labor under the Employee Retirement Income Security Act of 1974, including any applicable rulings or amendments.

ARTICLE XV. TERMINATION

- 15.1 The Company may terminate this Plan at any time. The Plan may, in any case, be terminated by the Pension Benefit Guaranty Corporation (established under the Employee Retirement Income Security Act of 1974) if:
- (a) the Plan has not met minimum funding standards as defined by law;
 - (b) the Plan is unable to pay benefits when due;
 - (c) the possible long-run loss to the above Corporation with respect to the Plan will increase unreasonably if the Plan is not terminated; or
 - (d) the Company shall go out of existence, unless prior to such event the Plan shall be adopted and continued by a Successor.
- 15.2 If the Plan terminates, or is partially terminated, each affected Participant's Accrued Benefit shall be nonforfeitable, to the extent funded, and shall be based on Service to the date of termination. The assets in the Trust shall be utilized to pay

benefits, to the extent funded, in the following order of preference.

- (a) (i) To Retirees, Participants, Vested Former Participants, their spouses or beneficiaries (if payments to a spouse or beneficiary are, or may be, applicable):
 - (A) who had been receiving benefits for the three-year period ending on the date of termination, and
 - (B) who would have been receiving benefits for such period if the Participant, having been eligible for retirement, would have commenced retirement prior to such period and commenced receiving benefits (in the normal form) as of the beginning of such period.
- (ii) Those described above in Subsection (a)(i) shall receive a portion of the Accrued Benefit equal to the lesser of:
 - (A) the portion of an Accrued Benefit which was in pay status (at its lowest level during the three-year period) in the case of persons described in Subsection (i)(A) or which would have been in pay status in the case of persons described in Subsection (i)(B), or
 - (B) the portion of an Accrued Benefit which would have been in pay status based on the terms of the Plan in effect during the five-year period prior to the date of termination under which such Accrued Benefit would have been lowest.
- (b) To the extent that an Accrued Benefit has not been provided under Subsection (a), the portion of the Accrued Benefit guaranteed under Title IV of the Employee Retirement Income Security Act of 1974, without regard to Section 4022(b)(5) thereof.
- (c) To the extent that an Accrued Benefit has not been provided under Subsections (a) or (b), the portion of the Accrued Benefit which was nonforfeitable under this Plan immediately prior to the date of termination.
- (d) To the extent that an Accrued Benefit has not been provided under Subsections (a), (b), or (c), all other Accrued Benefits under this Plan.

15.3 If all assets available for allocation are not sufficient to cover the full benefits under either Subsection 15.2(a) or (b), the assets must be prorated among the individuals described in

Subsection 15.2(a) or (b), as the case may be, on the basis of the present value (as of the termination date) of their respective benefits described in that Subsection.

- 15.4 If the assets are not sufficient to cover all benefits in Subsection 15.2(c), they must be allocated under the Plan in effect five years prior to termination. If the assets are sufficient to satisfy in full the benefits based on that version of the Plan, then they shall be allocated under the most recent version of the Plan under which the assets are sufficient to satisfy in full the liabilities. Any remaining assets are then allocated as they would have been under the next most recent Plan amendment.
- 15.5 As provided by law, the Company has obtained Plan termination insurance that will insure Participants (or Vested Former Participants) their spouses, and beneficiaries against loss of certain benefits arising in the event of a complete or partial Plan termination. These benefits are insured and, in the event of Plan termination, may be paid by the Pension Benefit Guaranty Corporation if not paid from the Trust. Such benefits may be reduced as provided in the law.
- 15.6 If the Plan terminates, the Retirement Committee may, if no discrimination results, direct that amounts payable be calculated on an actuarial basis and be paid either in cash or in other assets, including insurance or annuity contracts, as the Retirement Committee in its discretion may determine.
- 15.7 The Company shall not receive any amount from the Trust, except such amounts as may remain after satisfaction of all liabilities under the Plan.

ARTICLE XVI. MERGER WITH OTHER PLANS

- 16.1 In the event the Company shall acquire by purchase, merger, liquidation, or otherwise all or substantially all of the assets of another company, or shall acquire a majority of the shares of another company, having a pension or retirement plan for some or all of its hourly employees, the pension or retirement plan of such other company may, with the consent of Weyerhaeuser Company, be merged into or combined with this Plan, and the assets in the Trust under such other company's plan may be paid over to the Trustee under this Plan.
- 16.2 In the case of any transfer, merger, or consolidation of another plan into this Plan, each Participant in each plan will

receive (if this Plan were terminated immediately after the merger) benefits immediately after the transfer, merger or consolidation which are at least equal to the benefits such Participant was entitled to receive immediately before the merger (if the Participant's plan had been terminated). The benefits thereafter payable under this Plan to former participants under the other plan (including retired participants) shall be instead of the benefits that would otherwise be payable to them under the other plan. In the case of participants who had retired prior to the date of such merger, the amount of benefits shall be the same as those under the other plan. Within 30 days of any such merger or transfer of assets, the Administrator must notify the Pension Benefit Guaranty Corporation.

ARTICLE XVII. MISCELLANEOUS

- 17.1 No interest under this Plan or the Master Trust Agreement shall be assignable in anticipation of payment, either by voluntary act or by operation of law, or be liable in any way for the debts or defaults of any beneficiary, except that at the written request of a beneficiary, and subject to the Retirement Committee's approval, appropriate deductions may be made from monthly benefit payments and applied for the beneficiary's account to the payment of part of any Company group medical or hospital insurance then being carried by the beneficiary, provided that the beneficiary may at any time revoke such authorization and that the Company shall not have an enforceable interest in such assignment.
- 17.2 Neither the establishment, continuation, or termination of the Plan, nor anything contained herein, shall give, or be construed as giving, any Participant a right to be retained in the service of the Company as an employee.

ARTICLE XVIII. MAXIMUM BENEFITS

- 18.1(a) Subject to 18.1(d), the benefit to be provided a Participant, when expressed as a single life annuity annual benefit, shall not exceed the Maximum Benefit described in 18.1(b), as further adjusted by 18.1(c).
- (b) (i) The Maximum Benefit described in 18.1(a) shall equal the lesser of:
- (A) 100% of the Participant's average compensation for his high three consecutive years of participation, or

(B) the Defined Benefit Dollar Limitation.

- (ii) If the annual benefit described in 18.1(a) begins prior to the Participant's Social Security Retirement Age as specified by under Section 216(1) of the Social Security Act (except that such section shall be applied without regard to the age increase factor and as if the early retirement age under Section 216(1)(2) of such act was age 62), then the Defined Benefit Dollar Limitation shall be reduced in such manner as the Secretary of the Treasury shall describe.

The reduction procedure as currently described in Internal Revenue Service Notice 87-21 is as follows:

- (A) For a benefit which starts after age 62, the Defined Benefit Dollar Limitation is reduced by $\frac{5}{9}$ of 1% for each of the first 36 months and $\frac{5}{12}$ of 1% for each additional month (but not before age 62) by which the benefit commences before the Social Security retirement age.
- (B) For a benefit which starts before age 62, the Defined Benefit Dollar Limitation shall be the actuarial equivalent of the reduced Defined Benefit Dollar Limitation at age 62 as determined in (A) above.
- (iii) For a benefit which starts after the Social Security retirement age, the Defined Benefit Dollar Limitation shall be the actuarial equivalent of the Defined Benefit Dollar Limitation in effect at the Participant's Social Security retirement age.
- (iv) For purposes of this Section 18.1(b), the actuarial equivalent shall be as specified in Attachment II.
- (c) The Maximum Benefit described in 18.1(b) shall be subject to the following:
- (i) The maximum amount shall apply to a single life annuity benefit.
- (ii) If the Participant has fewer than ten years of plan participation at retirement, the applicable maximum shall be multiplied by a fraction, the numerator of which is his plan participation and the denominator of which is ten, provided that said fraction shall in no event be less than $\frac{1}{10}$ th.

- (iii) To the extent required by government regulations, this 18.1(c) shall apply separately to each change in the benefit structure of the plan.
- (d) (i) Subject to any reduction required by Section 18.2, the Maximum Benefit shall not be less than the Participant's Accrued Benefit as of December 31, 1982, as determined *under the Plan provision and maximum benefit limitations in effect on July 1, 1982 (including any Plan provisions relating to optional forms of benefit or optional retirement dates).*
- (ii) Subject to any reduction required by Section 18.2, the Maximum Benefit shall not be less than the Participant's Accrued Benefit as of December 31, 1986, as determined *under the Plan provisions and maximum benefit limitations in effect on May 5, 1986 (including any Plan provisions relating to optional forms of benefit or optional retirement dates).*
- (e) Effective January 1, 1994 the Maximum Benefit described in Section 18.1(b) shall be subject to the further limitations specified in this Section 18.1(e).
 - (i) In the event of plan termination, the benefit of any Highly Compensated (active or former) Employee is limited to a benefit that is nondiscriminatory under Internal Revenue Code Section 401(a)(4). For purposes of this Section 18.1(e) Restricted Employee means any Highly Compensated Employee or former Highly Compensated Employee who, in the year described in Section 18.1(e)(ii), is one of the twenty-five nonexcludable employees and former employees of the Company with the largest amount of compensation in the current or any prior year. For any year a Highly Compensated Employee shall be defined in Internal Revenue Code Section 414(q).
 - (ii) For any year, the payment of benefits to or on behalf of a Restricted Employee shall not exceed an amount equal to the payments that would be made to or on behalf of the Restricted Employee in that year under:
 - (A) a straight life annuity that is the actuarial equivalent of the accrued benefit and other benefits to which the Restricted Employee is entitled under the Plan (other than a Social Security Supplement), and

(B) a Social Security Supplement, if any, that the Restricted Employee is entitled to receive.

(iii) The restrictions in Section 18.1(e)(ii) do not apply if any one of the following requirements is satisfied:

(A) after taking into account payment to or on behalf of the Restricted Employee of all benefits payable to or on behalf of that Restricted Employee under the Plan, the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Internal Revenue Code Section 412(1)(7), or

(B) the value of the benefits payable to or on behalf of the Restricted Employee is less than one percent of the value of current liabilities before distribution, or

(C) the value of the benefits payable to or on behalf of the Restricted Employee do not exceed the amount described in Section 11.3.

18.2(a) Notwithstanding the foregoing, the otherwise permissible annual benefits for any Participant under this Plan shall be further reduced to the extent necessary, as determined by the Retirement Committee, to prevent disqualification of the Plan under Section 415 of the Internal Revenue Code, which imposes the following additional limitations on the benefits payable to Participants who also may be participating in another tax qualified pension, profit sharing, saving or stock bonus plan of Weyerhaeuser Company or an affiliated company ("Employer"): If an individual is a Participant at any time in both a defined benefit plan and a defined contribution plan maintained by the Employer, the sum of the defined benefit fraction and the defined contribution fraction for any year may not exceed 1.0.

(b) The defined benefit fraction for any year is a fraction, the numerator of which is the Participant's projected annual benefit under the Plan and the denominator of which is the lesser of:

(i) 1.4 multiplied by 100% of the Participant's average compensation for his or her high three consecutive years or

(ii) 1.25 multiplied by the Defined Benefit Dollar Limitation (but not less than 1.25 multiplied by the larger of (A) the Participant's Accrued Benefit at December 31, 1982, or

(B) the Participant's Accrued Benefit at December 31, 1986, both as defined in Section 18.1(d).

- (c) Subject to 18.4, the Defined Contribution fraction for any year is a fraction, the numerator of which is the sum of the annual additions to the Participant's account for such year and all prior years and the denominator of which is the Defined Contribution Denominator. The Defined Contribution Denominator is defined as the sum, for such year and all prior years, of the Defined Contribution Yearly Increments. For any year of service the Defined Contribution Yearly Increment is defined as the lesser of:
- (i) The product of 1.4 multiplied by 25% of the Participant's compensation for such year and
 - (ii) The product of 1.25 multiplied by the Defined Contribution Dollar Limitation in effect for such year.
- (d) (i) For purposes of the limitations under this Article, all defined benefit plans of the Employer, whether or not terminated, are to be treated as one defined benefit plan and all defined contribution plans of the Employer, whether or not terminated, are to be treated as one defined contribution plan.
- (ii) For purposes of the limitations under this Article, the words "Company" and/or "Employer" shall include any employer that, with Weyerhaeuser Company, is a member of a controlled group of corporations or commonly controlled trades or businesses, or a member of an affiliated service group within the meaning of sections 414(b), (c), or (m) and 415(g) and (h) of the Code.

18.3(a) For calendar year 1987, the Defined Benefit Dollar Limitation shall be \$90,000 and the Defined Contribution Dollar Limitation shall be \$30,000.

- (b) For calendar years after 1987, these dollar limitations shall be automatically adjusted by the cost of living adjustments specified by Section 415 of the Internal Revenue Code.
- (c) For calendar years prior to 1987, the maximum dollar limitations as specified by Section 415 of the Internal Revenue Code shall continue to apply for each such year.

18.4(a) For purposes of Section 18.2(c), if the Participant was a member in one or more defined contribution plans maintained by the Employer which were in existence on July 1, 1982, the

numerator of the defined contribution fraction will be adjusted if the sum of this fraction and the defined benefit fraction would otherwise exceed 1.0 under the terms of this Plan. Under the adjustment, an amount equal to the product of (1) the excess of the sum of the defined contribution and defined benefit fractions over 1.0 times (2) the denominator of the defined contribution fraction will be permanently subtracted from the numerator of the defined contribution fraction. The adjustment is calculated using the fractions as they would be computed as of December 31, 1982.

- (b) For purposes of Section 18.2(c), if the Participant was a member in one or more defined contribution plans maintained by the Employer which were in existence on May 6, 1986, the numerator of the defined contribution fraction will be adjusted if the sum of defined contribution and defined benefit fractions would otherwise exceed 1.0 under the terms of this Plan. Under the adjustment, an amount equal to the product of (1) the excess of the sum of the defined contribution and defined benefit fractions over 1.0 times (2) the denominator of the defined contribution fraction will be permanently subtracted from the numerator of the defined contribution fraction. The adjustment is calculated using the fractions as they would be computed as of December 31, 1986, in accordance with Section 415 of the Internal Revenue Code as amended by the Tax Reform Act of 1986 and in accordance with Section 1106(i)(3) of the Tax Reform Act of 1986. (Refer to Internal Revenue Service Notice 87-21.)

- 18.5(a) For purposes of determining the maximum benefit limitations of Section 415 of the Internal Revenue Code (Code) compensation shall include basic salary, plus overtime, commissions, and bonuses actually paid.
- (b) For years beginning on January 1, 1989 and prior to January 1, 1994, compensation described in (a) above shall be limited to \$200,000. This limitation shall be adjusted at the same time and in the same manner as under Section 415(d) of the Code. For years before 1989 the \$200,000 limit shall apply. The accrued benefit of any individual affected by this limit shall not be less than it was December 31, 1988 without application of the limit.
- (c) For years beginning on or after January 1, 1994 compensation described in (a) shall be limited to \$150,000. This limitation shall be adjusted for the cost of living in accordance with Section 401(a)(17)(B) of the Code. For years before 1994 the

\$150,000 limit shall apply. The accrued benefit of any individual affected by this limit shall not be less than it was December 31, 1993 without application of this limit.

ARTICLE XIX. TOP HEAVY PROVISIONS

19.1 If the Plan is or becomes top heavy in any Plan year beginning after December 31, 1983, the provisions of this Article will supersede any conflicting provisions in the Plan.

19.2 Definitions:

- (a) Key employee: Any employee or former employee (and the beneficiaries of such employee) who at any time during the determination period was an officer of the employer, (excluding officers who earn less than 150% of the Defined Contribution Dollar Limitation as defined in Article XVIII) an owner (or considered an owner under Section 318 of the Code) of one of the ten largest interests in the employer if such individual's compensation exceeds the dollar limitation under Section 415(c)(1)(A) of the Code, a five percent owner of the employer, or a one percent owner of the employer who has an annual compensation of more than \$150,000. No more than 50 employees shall be considered key employees by reason of being an officer of the employer. These 50 employees shall include those key employees or former key employees who had the largest annual compensation during the determination period. The determination period of the Plan is the Plan year containing the determination date and the four preceding Plan years. The determination of who is a key employee will be made in accordance with Section 416(i)(1) of the Code and the regulations thereunder.
- (b) Top heavy Plan: For any Plan year beginning after December 31, 1983, this Plan is top heavy if any of the following conditions exist:
 - (i) If the top heavy ratio for this Plan exceeds 60 percent and this Plan is not part of any required aggregation group or permissive aggregation group of plans,
 - (ii) If this Plan is a part of a required aggregation group of plans (but which is not part of a permissive aggregation group) and the top heavy ratio for the group of plans exceeds 60 percent, or
 - (iii) If this Plan is a part of a required aggregation group of plans and part of a permissive aggregation group and the

top heavy ratio for the permissive aggregation group exceeds 60 percent.

- (c) **Top heavy ratio:** A fraction, the numerator of which is the sum of account balances under the defined contribution plans for all key employees and the present value of accrued benefits under the defined benefit plans for all key employees, and the denominator of which is the sum of the account balances under the defined contribution plans for all Participants and the present value of accrued benefits under the defined benefit plans for all Participants. Both the numerator and denominator of the top heavy ratio are adjusted for any distribution of an account balance or an accrued benefit made in the five-year period ending on the determination date and any contribution due but unpaid as of the determination date.

The value of account balance and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the determination date. The account balances and accrued benefits of a Participant who is not a key employee but who was a key employee in a prior year will be disregarded. The calculation of the top heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Section 416 of the Code and the regulation thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top heavy ratio. When aggregating plans, the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same calendar year.

- (d) **Permissive aggregation group:** The required aggregation group of plans plus any other plan or plans of the employer which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of Sections 401(a)(4) and 410 of the Code.
- (e) **Required aggregation group:** (1) Each qualified plan of the employer in which at least one key employee participates, and (2) any other qualified plan of the employer which enables a plan described in (1) to meet the requirements of Sections 401(a)(4) or 410 of the Code.

- (f) **Determination date:** For any Plan year subsequent to the first Plan year, the last day of the preceding Plan year. For the first Plan year of the Plan, the last day of that year.
- (g) **Valuation date:** The date as of which account balances or accrued benefits are valued for purposes of calculating the top heavy ratio. The valuation date shall be the same date as used for computing Plan costs for minimum funding, regardless of whether a valuation is performed that year.
- (h) **Present value:** Present value shall be based only on the interest and mortality rates specified in Attachment II.
- (i) **Code:** The Internal Revenue Code as amended from time to time.

19.3 Minimum accrued benefit:

- (a) Notwithstanding any other provision in this Plan except (c) below, for any Plan year in which this Plan is top heavy, each Participant who is not a key employee and has completed 1,000 hours of service will accrue a benefit (to be provided solely by employer contributions and expressed as a life annuity commencing at normal retirement age) of not less than two percent of his or her highest average compensation for the five consecutive years for which the Participant had the highest compensation. The minimum accrual is determined without regard to any social security contribution. The minimum accrual applies even though under other Plan provisions the Participant would have received a lesser accrual for the year.
- (b) For purposes of computing the minimum accrued benefit, compensation will include W-2 wages from the employer for the calendar year ending with or within the Plan year. Compensation for this section will be subject to the compensation limits described in Section 18.5.
- (c) No additional benefit accruals shall be provided pursuant to (a) above to the extent that the total accruals on behalf of the Participant attributable to employer contributions will provide a benefit expressed as a life annuity commencing at normal retirement age that equals or exceeds 20 percent of the Participant's highest average compensation for the five consecutive years for which the Participant had the highest compensation.
- (d) If the form of benefit is other than a single-life annuity, the employee must receive an amount that is the actuarial

equivalent of the minimum single-life annuity benefit. If the benefit commences at a date other than at normal retirement age, the employee must receive at least an amount that is the actuarial equivalent of the minimum single-life annuity benefit commencing at normal retirement age.

- 19.4(a) The nonforfeitable interest of each employee in his employer-derived accrued benefits shall be 100 percent vested after three years of vesting service.
- (b) For any Plan year in which this Plan is top heavy, the vesting schedule in (a) will automatically apply to the Plan. The minimum vesting schedule applies to all benefits within the meaning of Section 411(a)(7) of the Code except those attributable to employee contributions, including benefits accrued before the effective date of Section 416 and benefits accrued before the Plan became top heavy. Further, no reduction in vested benefits may occur in the event the Plan's status as top heavy changes for any Plan year. However, this section does not apply to the accrued benefits of any employee who does not have an hour of service after the Plan has initially become top heavy and such employee's accrued benefits attributable to employer contributions will be determined without regard to this section.
- (c) If the vesting schedule under the Plan shifts in or out of the schedule in (a) above for any Plan year because of the Plan's top heavy status, such shift is an amendment to the vesting schedule and the right of election of Section 411(a)(10)(B) of the Code shall apply.
- (d) The minimum accrued benefit required (to the extent required to be nonforfeitable under Code 416(b)) may not be forfeited under Code 411(a)(3)(B) or 411(a)(3)(D).
- 19.5 In any Plan year in which the Plan is top heavy, the figure "1.25" in Article XVIII, as it relates to the maximum benefit dollar limitations under Section 415 of the Code, shall be changed to "1.0."

ARTICLE XX: RETIREE BENEFIT CHANGES

- 20.1 Effective March 1, 1993, provided ALL of the eligibility requirements of Section 20.2 have been met, the monthly retirement benefit will be increased in accordance with Section 20.3.
- 20.2 The eligibility requirements include the following:

- (a) The employee must have retired in 1987 or before.
- (b) The employee must have had at least 10 years of service for benefit accrual (Credited Service) at the time of retirement.
- (c) As of January 1, 1993, the individual receiving the benefit (retiree or beneficiary) must be at least 55 years of age (born in 1937 or before).
- (d) If a benefit is being paid to an alternate payee solely as a result of a Qualified Domestic Relations Order, such alternate payee shall not be eligible for any benefit increase.

20.3(a) Provided the employee did not retire from New Freedom or Riverside, or elect a Social Security Leveling Option, the increase in benefit shall be calculated according to the following steps:

- (i) An initial amount will be determined equal to \$75.00 less the current monthly benefit (but not less than zero).
- (ii) An additional amount will be determined equal to the number of years of Credited Service in excess of 10 years (but not more than 10 years) times \$1.00. (That is, this amount is limited to \$10.00).
- (iii) An additional amount will be determined equal to "1988 less the year of retirement" times \$1.25.
- (iv) Find the sum of (i), (ii), and (iii) and then limit this sum to a maximum of \$60.00.
- (v) The increase in benefit shall be equal to the larger of the amount in (iv) or \$10.00 per month.

(b) For employees who retired from New Freedom or Riverside and who did not elect a Social Security Leveling Option, the increase in benefit shall be calculated according to the following:

- (i) An initial amount will be determined to equal \$75.00 less the current monthly benefit (but not less than zero).
- (ii) The amount in (i) shall be limited to a maximum of \$60.00 per month.
- (iii) The increase in benefit shall be equal to the larger of the amount in (ii) or \$10.00 per month.

(c) For employees who elected a Social Security Leveling Option and who are currently receiving a benefit, the current benefit shall be increased \$10.00 per month. If the date as of which the company-paid benefit is coordinated with social security

is after March 1, 1993 and the company-paid benefit after the coordination date (but before any ad hoc adjustment) is greater than zero, then the company-paid benefit after the coordination date shall also be increased by \$10.00 per month. If the benefit after the coordination date (and before any ad hoc adjustment) was calculated as zero it shall remain zero.

ARTICLE XXI. DIRECT TRUSTEE TO TRUSTEE ROLLOVERS

- 21.1** This Article applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the plan to the contrary that would otherwise limit a Distributee's election under this Article, a Distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.
- 21.2** An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- 21.3** An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

- 21.4 A Distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.
- 21.5 A Direct Rollover is a payment by the plan to the Eligible Retirement Plan specified by the Distributee.
- 21.6 Code is the Internal Revenue Code as it may be amended from time to time.

WEYERHAEUSER COMPANY
RETIREMENT PLAN FOR HOURLY RATED EMPLOYEES
PART 03
NORTHWEST PULP AND PAPERBOARD OPERATIONS

SCHEDULE A

The operating units of the Company referred to in Section 1 of the Plan, each of which is defined in the Plan as a qualified unit, are the following:

1. The Cosmopolis, Longview, and Springfield branches of the Northwest Pulp and Paperboard Operations of the Company, represented by the Association of Western Pulp and Paperworkers and its affiliated Locals No. 10, 20, 211, 580, 633, and 677.
2. Such other or additional operating units of the Company as the Company may determine from time to time.

WEYERHAEUSER COMPANY
RETIREMENT PLAN FOR HOURLY RATED EMPLOYEES
PART 03
NORTHWEST PULP AND PAPERBOARD OPERATIONS

SCHEDULE B

List of companies referred to in Section 1A.1 of the Plan:

- Chehalis Western Railroad Company
- Cherry Valley Logging Company (prior to liquidation)
- Clark County Timber Company (prior to liquidation)
- Clemons Logging Company (prior to liquidation)
- Columbia & Cowlitz Railway Company
- Snoqualmie Falls Lumber Company (service prior to September 30, 1948)
- Thompson Yards, Incorporated (prior to liquidation)
- Twin City Lumber & Shingle Company (prior to liquidation)
- White River Lumber Company (service subsequent to December 17, 1929, and prior to June 30, 1949)
- Willapa Harbor Lumber Mills (service subsequent to May 6, 1931 and prior to June 30, 1949)

WEYERHAEUSER COMPANY
RETIREMENT PLAN FOR HOURLY RATED EMPLOYEES
PART 03
NORTHWEST PULP AND PAPERBOARD OPERATIONS
ATTACHMENT I
ADMINISTRATIVE AND FIDUCIARY RESPONSIBILITIES

Weyerhaeuser Company shall be the Administrator of the Plan acting through the "named fiduciaries" (as such term is defined under Section 402 of the Employee Retirement Income Security Act of 1974) listed below, who shall have the duties set forth below their names and who, other than with respect to trustee duties, shall have authority to designate other persons to carry out their fiduciary responsibilities (as described in Section 405(c) of the Act) by written instrument maintained with the official records of the plans:

Board of Directors of Weyerhaeuser Company

1. Select and replace Trustee.
2. Periodically review pension fund results.
3. Select Retirement Committee.

Chief Executive Officer of Weyerhaeuser Company

Review and approve or modify contribution and actuarial assumption questions.

Chief Financial Officer of Weyerhaeuser Company

1. Determine amount and timing of payment of contributions (subject to modification by President).
2. Determine overall investment objectives and strategies.
3. Select and allocate funds among external investment advisors and, at his discretion, appoint an Investment Committee which shall be named fiduciary empowered to select and allocate funds among external investment advisors in accordance with the Committee's bylaws.
4. Designate funds to be managed internally and direct the investment of such funds.

Director, Employee Benefits of Weyerhaeuser Company

Adopt amendments to plans and related Trusts.

Retirement Committee

1. Resolve questions under the Plan as to facts or interpretations (and certify such information to the Trustee), including:
 - a. Eligibility for participation;
 - b. Length of service, breaks in service, leaves of absence; and
 - c. Amount of benefits and proper beneficiaries.
2. Approve commencement of pensions to Participants or spouses and any change in pensions.
3. Direct Trustee to make monthly transfer of funds to distribution bank account and supervise payment of pension procedures.
4. Adopt actuarial assumptions and methods subject to President's right to reverse or modify prior to year end.
5. Select actuaries, accountants, and attorneys.
6. Review and make recommendations with respect to Plan amendments unless required by terms of acquisition agreement or collective bargaining agreement.
7. Arrange for annual audit of administration of Plans.

Manager, Employee Benefits

1. Maintain employee and Plan records (e.g., service, past service benefits, elections by employees and trust fund and actuarial records.)
2. Approve forms (e.g., beneficiary election, Joint and Survivor Annuity election) and procedure for distribution of forms to Participants.
3. Supervise preparation and be responsible for filing of reports with,
 - a. Department of Labor and Treasury,
 - b. Pension Benefit Guaranty Corporation,
 - c. Employees (including Plan booklets, annual reports, termination reports, etc.).

Trustee

1. Maintain custody of assets.
2. Maintain financial records and issue appropriate accountings.
3. Transmission of funds to distribution account.

Investment Advisors

1. Determine investment of funds under guidelines received from Company.
2. Maintain records and account to Trustee and/or Company.
3. Take such action as it may deem appropriate with respect to the receipt of proxies solicited in which assets managed by the Advisor may be invested.

Any provisions of any retirement plan, to the extent inconsistent with the foregoing and the intent of this Amendment to comply with Part 4 of Title I of the Employee Retirement Income Security Act of 1974, are hereby superseded and/or appropriately modified by this Amendment without any further action.

WEYERHAEUSER COMPANY
RETIREMENT PLAN FOR HOURLY RATED EMPLOYEES
PART 03
NORTHWEST PULP AND PAPERBOARD OPERATIONS
ATTACHMENT II
SPECIFICATIONS FOR ACTUARIAL EQUIVALENCIES

1. For purposes of Section 6.3, the actuarial equivalent shall be determined from a sex-neutral mortality table based on the male and female 1951 Group Annuity Mortality Tables (set back one year) and weighted 90% for males and 10% for females, respectively, with a 4% interest assumption.
2. a. For terminations December 31, 1995 or before:
 - (1) For purposes of Sections 8.1, 8A.1, 8A.2, 8B.1, and 19.2(h), the actuarial equivalent shall be determined from a sex-neutral mortality table based on the male and female 1971 Group Annuity Mortality Tables weighted 90% for males and 10% for females, respectively, with a 9.5% interest assumption.
- b. For terminations January 1, 1996 or later:
 - (1) For purposes of Sections 8.1, 8A.1, 8A.2, 8B.1, and 19.2(h), the actuarial equivalent shall be determined from a sex-neutral mortality table based on the male and female 1983 Group Annuity Mortality Tables weighted 50% for males and 50% for females, respectively, with a 9.5% interest assumption.
3. Any benefit payable under this Plan which is affected by any actuarial factor specified in (1) or (2) above shall be further subject to a minimum amount determined under the assumption that:
 - a. The Accrued Benefit (payable at Normal Retirement Date) under Article II did not change after July 31, 1983, and
 - b. The actuarial assumptions specified for early retirement reduction factors, actuarial equivalents and other Plan provisions had not changed after that date.
4. For purposes of Section 11.3:
 - a. Effective for terminations on or before December 31, 1995:

(1) The actuarial present value shall be determined from a sex-neutral mortality table based on the male and female 1971 Group Annuity Mortality Table weighted 90% for males and 10% for females, respectively. The interest rate(s) (deferred or immediate, as applicable) used to determine the actuarial present value shall be the Pension Benefit Guaranty Corporation interest rate(s) as in effect on the Date of Distribution, provided; however, that the interest rate(s) (deferred or immediate, as applicable) shall not exceed 9.5%. For this purpose, the Date of Distribution shall be defined as the day before the Check Date of the payment. The Check Date shall always be the first of the month.

b. Effective for terminations on or after January 1, 1996:

(1) Refer to item 6(b) below, but substitute Section 11.3 for 8C.1.

5. For purposes of Article XVIII:

- a. The actuarial equivalent of the Maximum Benefit for commencement prior to age 62 shall be determined from a sex-neutral mortality table based on the Applicable Mortality Tables in (c) below, weighted 50% for males and 50% for females, respectively, using an interest rate equal to the greater of 5.0% and the interest rate used to determine the optional form of benefit, if any.
- b. The actuarial equivalent of the Maximum Benefit for commencement after the Social Security Retirement Age shall be determined from a sex-neutral mortality table based on the Applicable Mortality Tables in (c) below, weighted 50% for males and 50% for females, respectively, with a 5.0% interest assumption. Provided, however, that if the Participant elects a form of benefit other than a single life annuity, the interest rate will be the smaller of 5.0% and the interest rate used to determine the optional form of benefit.
- c. The Applicable Mortality Tables shall be as prescribed by the Secretary of the Treasury and shall be based on the prevailing Commissioners Standard Tables found in Section 807(d)(5)(A) of the Internal Revenue Code used to determine reserves for group annuity contracts (without regard to any other subparagraph of Section 807(d)(5)). As of January 1, 1995 the Applicable Mortality Tables were the 1983 Group Annuity Mortality Tables for males and females.

d. When converting an optional form of benefit back into a single life annuity for purposes of applying the Maximum Benefit limitations of Article XVIII, the following rules shall apply:

- (1) When Internal Revenue Code Section 417(e)(3) does not apply (example: non-decreasing annuities), the equivalent annual single life annuity shall be the greater of: (1) the equivalent annual benefit computed using the interest rate and mortality table specified in the Plan for the particular optional form of benefit, and (2) the equivalent annual benefit computed using 5.0% interest and the Applicable Mortality Tables specified in (c) above, weighted 50% for males and 50% for females.
- (2) When Internal Revenue Code Section 417(e)(3) does apply (example: lump sum benefits), the equivalent annual single life annuity shall be the greater of: (1) the equivalent annual benefit computed using the interest rate and mortality table specified in the Plan for the particular optional form of benefit, and (2) the equivalent annual benefit computed using the GATT Interest Rate For Month (specified in Attachment III and applied as if it were the Valuation Interest Rate For Month with two month lag until termination date) and the Applicable Mortality Table specified in (c) above, weighted 50% for males and 50% for females.

6. a. Effective for terminations on or before December 31, 1995:

- (1) For purposes of Section 8C.1 the actuarial equivalent shall be determined from a sex-neutral mortality table based on the male and female 1971 Group Annuity Mortality Tables weighted 90% for males and 10% for females, respectively. The interest rate for termination in any calendar month shall be as further defined in Attachment III. The actuarial equivalent as determined by the preceding shall be reduced by a further 5% discount to reflect the actuarially estimated impact of adverse selection against the Plan.

b. Effective for terminations on or after January 1, 1996:

- (1) For purposes of Section 8C.1 the actuarial equivalent shall be determined based on the Applicable Mortality Table specified in item 5(c) above weighted 50% males and 50% females and the Valuation Interest Rate For

**Month (after two month lag applied to termination date)
as specified in Attachment III.**

7. For purposes of Section 8A.2, the following Life Expectancy Table shall be used:

Age at Retirement	Life Expectancy	Age at Retirement	Life Expectancy
21	51.1	51	24.7
22	50.2	52	24.0
23	49.3	53	23.2
24	48.3	54	22.4
25	47.4	55	21.7
26	46.5	56	21.0
27	45.6	57	20.3
28	44.6	58	19.6
29	43.7	59	18.9
30	42.8	60	18.2
31	41.9	61	17.5
32	41.0	62	16.9
33	40.0	63	16.2
34	39.1	64	15.6
35	38.2	65	15.0
36	37.3	66	14.4
37	36.5	67	13.8
38	35.6	68	13.2
39	34.7	69	12.6
40	33.8	70	12.1
41	33.0	71	11.6
42	32.1	72	11.0
43	31.2	73	10.5
44	30.4	74	10.1
45	29.6	75	9.6
46	28.7	76	9.1
47	27.9	77	8.7
48	27.1	78	8.3
49	26.3	79	7.8
50	25.5	80	7.5
		81	7.1
		82	6.7
		83	6.3
		84	6.0
		85	5.7

(Table is based on IRS Regulation 1.72-9, Table I; Ordinary Life Annuities - One Life.)

**WEYERHAEUSER COMPANY
RETIREMENT PLAN FOR HOURLY RATED EMPLOYEES
PART 03
NORTHWEST PULP AND PAPERBOARD OPERATIONS
ATTACHMENT III
PROCEDURE TO DETERMINE INTEREST RATE TO
CONVERT RETIREMENT
ANNUITY TO ACTUARIAL EQUIVALENT LUMP SUM**

**PART 1: EFFECTIVE FOR TERMINATIONS ON OR
BEFORE DECEMBER 31, 1995**

PORTFOLIO BASIS

U.S. Treasury notes and bonds with constant maturities.

SOURCE DOCUMENT

The weekly Federal Reserve Statistical Release H.15(519). The figures may also be found in the monthly Federal Reserve Bulletin; Section A28 Domestic Financial Statistics; Subsection 1.35 Interest Rates, Capital Markets.

EXPERIENCE MONTH

The calendar month for which a Weighted Interest Rate is to be determined.

ANNUAL MATURITY PERIOD

Annual maturities of 1 through 20 year, respectively.

**ANNUAL MATURITY PERIOD INTEREST RATE FOR
EXPERIENCE MONTH**

For a particular Experience Month and for a particular Annual Maturity Period, the annual yield available on bonds in the Portfolio Basis, as shown in the Source Document. For Annual Maturity Periods not shown in the Source Document, the Annual Maturity Period Interest Rate for Experience Month shall be determined by straight-line interpolation between the Annual Maturity yields which immediately bracket the omitted periods.

THEORETICAL ANNUITY

An annuity-certain of \$100 per month for 20 year, payable monthly in advance.

THEORETICAL PORTFOLIO FOR MONTH

Determined for each Experience Month, it consists of bonds in such face amounts (par value) and such monthly maturities so that \$100, plus the maturing face amounts, plus interest on the unmaturing face amounts would be sufficient to provide the Theoretical Annuity.

Face amounts which do not mature on an Integral Annual Maturity Period will be deemed to earn the Annual Maturity Period Interest Rate for the next succeeding Integral Annual Maturity Period.

MONTHLY PRESENT VALUE

For any month, the sum of the face amounts of bonds in the Theoretical Portfolio for Month plus \$100 additional.

WEIGHTED INTEREST RATE FOR MONTH

The interest rate for which the present value of the Theoretical Annuity equals the Monthly Present Value, calculated to five decimal places.

VALUATION INTEREST RATE FOR MONTH

The Weighted Interest Rate for Month Rounded to the nearest multiple of .1 percent.

The Valuation Interest Rate for Month shall apply to retirements in the second succeeding calendar month. For example, the Valuation Interest Rate for January shall be used for retirements between March 1 and March 31 inclusive.

The Valuation Interest Rate to be used for retirements in a particular month shall not be greater than 120% of the PBGC Immediate Annuity Interest Rate for Month as in effect on the Date of Distribution. For this purpose, the Date of Distribution shall be defined as the day before the Check Date of the payment. The Check Date shall always be the first of a month.

PBGC IMMEDIATE ANNUITY INTEREST RATE FOR MONTH

That rate defined by the Pension Benefit Guaranty Corporation as being the interest rate which the Corporation will use in a particular month to determine the present value of Immediate Annuities.

CALCULATION PROCEDURE

Step 1:

The PBGC Immediate Annuity Interest Rate for Month shall be used, along with generally accepted actuarial principles and practices to determine a lump-sum actuarial equivalent of the retirement benefit

otherwise payable. Then reduce this amount by the adverse mortality factor as specified in item 6 of Attachment II.

Step 2:

The Valuation Interest Rate for Month shall be used, along with generally accepted actuarial principles and practices to determine a lump-sum actuarial equivalent of the retirement benefit otherwise payable. Then reduce this amount by the adverse mortality factor as specified in item 6 of Attachment II.

Step 3:

If the amount determined in Step 1 is \$25,000 or less, then the lump-sum actuarial equivalent shall be the larger of (i) the amount determined in Step 1 or (ii) the amount determined in Step 2.

Step 4:

If the amount determined in Step 1 is more than \$25,000, then the lump-sum actuarial equivalent shall be the larger of (i) \$25,000 or (ii) the amount determined in Step 2.

**PART 2: EFFECTIVE FOR TERMINATIONS ON OR AFTER
JANUARY 1, 1996**

PORTFOLIO BASIS

U.S. Treasury notes and bonds with constant maturities.

SOURCE DOCUMENT

The weekly Federal Reserve Statistical Release H.15(519). The figures may also be found in the monthly Federal Reserve Bulletin; Section A28 Domestic Financial Statistics; Subsection 1.35 Interest Rates, Capital Markets.

EXPERIENCE MONTH

The calendar month for which a Weighted Interest Rate is to be determined.

ANNUAL MATURITY PERIOD

Annual maturities of 1 through 20 year, respectively.

**ANNUAL MATURITY PERIOD INTEREST RATE FOR
EXPERIENCE MONTH**

For a particular Experience Month and for a particular Annual Maturity Period, the annual yield available on bonds in the Portfolio Basis, as shown in the Source Document. For Annual Maturity Periods not shown in the Source Document, the Annual Maturity Period Interest Rate for Experience Month shall be determined by

straight-line interpolation between the Annual Maturity yields which immediately bracket the omitted periods.'

THEORETICAL ANNUITY

An annuity-certain of \$100 per month for 20 year, payable monthly in advance.

THEORETICAL PORTFOLIO FOR MONTH

Determined for each Experience Month, it consists of bonds in such face amounts (par value) and such monthly maturities so that \$100, plus the maturing face amounts, plus interest on the unmaturing face amounts would be sufficient to provide the Theoretical Annuity.

Face amounts which do not mature on an Integral Annual Maturity Period will be deemed to earn the Annual Maturity Period Interest Rate for the next succeeding Integral Annual Maturity Period.

MONTHLY PRESENT VALUE

For any month, the sum of the face amounts of bonds in the Theoretical Portfolio for Month plus \$100 additional.

WEIGHTED INTEREST RATE FOR MONTH

The interest rate for which the present value of the Theoretical Annuity equals the Monthly Present Value, calculated to five decimal places and rounded to three decimal places.

GATT INTEREST RATE FOR MONTH

Determined for each Experience Month, it is equal to the annual yield on Thirty-year bonds in the Portfolio Basis, as shown in the Source Document (four decimals).

Provided however, that if the Commissioner of Internal Revenue Service shall specify in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin, a different annual interest rate on Thirty-year securities for that month, then the rate so specified shall be the GATT INTEREST RATE FOR MONTH.

VALUATION INTEREST RATE FOR MONTH

The smaller of the Weighted Interest Rate For Month and the GATT Interest Rate For Month.

The Valuation Interest Rate For Month shall apply to retirements in the second succeeding calendar month. For example, the Valuation Interest Rate for January shall be used for retirements between March 1 and March 31, inclusive.

CALCULATION PROCEDURE

The Valuation Interest Rate For Month shall be used, along with generally accepted actuarial principles and practices to determine a lump sum actuarial equivalent of the retirement benefit otherwise payable.

EXHIBIT D

WEYERHAEUSER COMPANY 401(k) PLAN FOR HOURLY RATED EMPLOYEES NORTHWEST PULP AND PAPERBOARD OPERATIONS

Saving for the future is something we all should do. To help in this task, Weyerhaeuser and your bargaining representatives started a savings plan on October 1, 1988, to benefit you as an hourly Weyerhaeuser employee. This savings plan provides you with a convenient tax-sheltered way to save for your long-term goals. The name of the plan is the Weyerhaeuser company Hourly 401(k) Plan, AWWPW.

The Internal Revenue Service (IRS), through the use of tax-deferred savings plans known as 401(k) plans, permits the deferral of income taxes on dollars saved. Your plan is a 401(k) plan. It is a voluntary program that offers you an easy, convenient way to prepare for your future financial needs.

Highlights

- You can defer from 1 to 14 percent of your pay through convenient payroll deductions.
- Your money is invested as you choose in any of five investment objectives.
- Your current taxes are reduced because you contribute to the plan on a before-tax basis, and your investment earnings accumulate tax-deferred.

The Company adds to your deferral with a matching contribution. The Company contribution is in the form of Weyerhaeuser Company Stock.

Eligibility and Enrollment

You are eligible to join the plan after one year of service. Your participation is voluntary. You may join the plan any month following the date you become eligible. To join the plan, complete a 401(k) Application for Participation form (#10266) and submit it to the Investment Growth Department, TF 6F, Tacoma WA 98477. These forms are available from your human resource representative.

For a complete description of the Plan, you may obtain a Summary Plan Description (SPD) by calling the Benefits Information Center at (206) 924-4800 or from your local human resource representative.



**HEALTH CARE BENEFITS
FOR
WEYERHAEUSER PAPER COMPANY
HOURLY RATED EMPLOYEES AND
DEPENDENTS
PULP AND PAPERBOARD DIVISION
WASHINGTON AND OREGON
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SUMMARY PLAN DESCRIPTION

Name of Plan

Welfare Benefit Plan

Employer Identification Number

91-0470860

Plan Number

582

Plan Administrator

Weyerhaeuser Company, Tacoma, Washington 98401
Telephone (206) 924-2345

Contributions

The premiums for your benefits under the plan are paid from employer and employee contributions.

Plan Records

The fiscal records for the Plan are kept on an annual basis ending on each December 31.

Participants Included

The benefits in this Summary apply to all hourly rated employees of the Weyerhaeuser Company located at Cosmopolis, and Longview, Washington (except employees of the #2 paper mill), and at Springfield, Oregon, represented by the Association of Western Pulp and Paper Workers.

Effective Date

January 1, 1985, or on the first day of your active employment, whichever is the later date.

Benefits

This Plan provides health care benefits. A detailed description of these benefits is contained in this booklet.

Loss of Benefits

An employee or beneficiary who is eligible for benefits may become ineligible as a result of one or more of the following circumstances:

- A. The employee's failure to meet the definition of an eligible employee as set forth on page 187 of this booklet.
- B. The failure of the employer to make premium contributions or submit eligibility on his/her behalf.
- C. Beneficiaries who are dependents of an eligible employee may become ineligible if 1) the employee is no longer eligible or 2) they no longer meet the qualifications of an eligible dependent as set forth on page 187-188 of this booklet.

An employee or beneficiary who is eligible may nonetheless be denied benefits as a result of one or more of the following circumstances:

- A. The failure of the employee or beneficiary to file a claim for benefits within one year of the date he/she incurred the expense for which benefits are payable.
- B. The failure of the employee or beneficiary to file a complete and truthful application card. Please refer to enrollment procedures outlined on page 188 of this booklet.
- C. The failure of the employee to incur the deductible amount as set forth on page 189 of this booklet.
- D. Benefits may not be paid if they fall into the Limitations and Exclusions section beginning on page 195 of this booklet.
- E. Where the employee or beneficiary has other insurance coverage, it is possible that benefits payable under this Plan may be reduced or denied due to coordination of benefits between other group plans. See the Coordination of Benefits rules set forth on page 197 of this booklet.
- F. If the employee or beneficiary is injured and another party is at fault, the other party or his/her insurance company should pay doctor and hospital bills. See the Third Party Liability clause on page 196 of this booklet.

HOW TO FILE A CLAIM

Usually claims are submitted directly to the Medical Service Plan by the provider of service. Refer to page 201 of this booklet for additional information.

AGENT FOR SERVICE

On the Plan:

Alan P. Vandervert, Secretary
Weyerhaeuser Company
Tacoma, Washington 98401

On the contractor:

The Supervisory Official of the Insurance Department of the state, district, commonwealth or territory in which you reside.

UNION AGREEMENT

The provisions of the Plan agree with the terms of Section 26 and Exhibit B of the agreement between the Weyerhaeuser Company and the Association of Western Pulp and Paper Workers.

The benefits provided under the Plan are subject to the terms and conditions of the contract issued by:

Washington Physicians Service
600 Fourth & Battery Building
Seattle, WA 98121

WHO IS ELIGIBLE

Eligibility of Employee

Each employee will be eligible for benefits beginning with the first day of active work.

An employee's coverage will terminate at the first occurrence of any of the following:

- When the contract terminates;
- At the end of the month for which the last required contribution is made;
- As of the date his/her employment terminates or he/she otherwise ceases to be an eligible employee.

Eligibility of Dependents

Eligible dependents are:

- A. The employee's lawful spouse.
- B. Any unmarried dependent child who is:
 - Less than 26 years of age, permanently residing in the employee's household, and claimed as an exemption on the employee's federal income tax return; or
 - Less than 26 years of age and legally entitled to medical coverage under a court decree; or
 - Developmentally or physically disabled, incapable of self-sustaining employment, and chiefly dependent upon the employee for support and maintenance. Such child will be eligible for coverage past age 26 if:
 - The dependent was disabled prior to reaching the limiting age; and
 - Proof of such developmental or physical disability and dependence is provided to the Medical Service Plan within 31 days after the dependent reaches the limiting age, and subsequently thereafter as required by the Medical Service Plan, subject to state laws.

If the incapacitated child's coverage ceases for any reason, he/she will not thereafter be eligible for coverage under this Plan.

NOTE: No person will be eligible for dependent coverage while covered as an employee under this Plan.

Dependent's Effective Date

Coverage for eligible dependents will begin on the date the employee's coverage becomes effective.

If a dependent is acquired after the employee's coverage has become effective, the new dependent should be enrolled within 31 days after acquisition (provided the employee's coverage is in effect at that time).

A newly-acquired dependent also includes a family member who is returning to a dependent status and a person returning from an employee (of Weyerhaeuser) status.

A newborn child is eligible for coverage at birth and should be enrolled within 31 days from date of birth.

It is essential that you promptly enroll newly-acquired dependents. Failure to do so may delay the processing of any claims. To enroll new dependents, contact your personnel office.

In an employee's dependent (other than a newborn child) is confined in a hospital on the date coverage would otherwise become effective, coverage

will be postponed until the patient is discharged from the hospital. If the patient's hospital stay is extended by a new condition, which is unrelated to the condition causing the original hospitalization, benefits will be paid for the new condition.

WHEN COVERAGE BEGINS

Coverage for all current employees and their eligible dependents will begin on the effective date of the Plan.

COST OF COVERAGE

In the event that the composite premium cost (including HMOs) exceeds \$350 per month per employee, employees shall share 50% of any such excess cost, up to a maximum of \$17.50/month. (Effective 1/1/99, the employee premium sharing cap will increase to \$35.00/month.) For employees opting for alternate coverage plans, the "monthly premium cost of the health care plan provided by the Company" shall be the Company-paid portion of the composite premium. The employee contribution shall be withheld on a pre-tax basis.

HOW BENEFITS ARE PAID

The Plan will pay 100% of the eligible covered charges for:

- Pre-admission testing
- *Voluntary secondary surgical opinions*
- Home health care
- Outpatient surgery (including both provider and facility expenses)

For all other covered charges, the calendar year deductible explained below must be satisfied; then the Plan will pay 80%.

If, during any calendar year, the employee incurs covered out-of-pocket expenses, including the deductible, in the amount shown in the following schedule, then, for the remainder of that calendar year all covered charges incurred by the employee will be paid at 100%. If, during any calendar year, the employee's eligible dependents, as a group, incur covered out-of-pocket expenses, including the deductible, in the amount shown in the following schedule, then, for the remainder of that calendar year all covered charges incurred by eligible dependents will be paid at 100%.

Schedule of Out-Of-Pocket Expense Maximum

Effective Date	Employee	All Eligible Dependents
January 1, 1986	\$1,000.00	\$1,000.00
January 1, 1999	\$1,250.00	\$1,250.00

The maximum lifetime benefit for any individual covered by the Plan is \$500,000.00. Each January 1, the amount of benefits used during the preceding year will be automatically reinstated up to a maximum of \$5,000.00. However, upon submission of evidence of insurability acceptable to the insurance carrier of Plan administrator, the lifetime maximum will be reinstated.

WHAT THE DEDUCTIBLE IS

\$150 deductible for period January 1986 through end of contract.

This Plan has a \$150.00, effective January 1, 1986, calendar year deductible for the employee and a \$150.00, effective January 1, 1986, calendar year deductible for all eligible dependents as a group. Benefits are not payable until the deductible amount is satisfied (except as noted on the previous page).

Effective January 1, 1999, the calendar year deductible for the employee will be \$200.00. Effective January 1, 1999, the calendar year deductible for all eligible dependents as a group will be \$200.00.

Any covered charges incurred in the last three months of a calendar year which are applied to the deductible for that year will also apply towards the deductible for the following year.

WHAT CHARGES ARE COVERED

The Plan covers the usual and customary or reasonable charges for services, supplies or treatment as listed on pages 192-194, resulting from pregnancy, nonoccupational sickness or nonoccupational accidental injury. In addition, the charge must be:

- Incurred while you are covered by this Plan, and
- Considered medically necessary in the diagnosis or treatment of pregnancy, sickness or injury.

WHAT "USUAL AND CUSTOMARY OR REASONABLE" MEANS

Usual - An amount a professional provider usually charges for a given service.

Customary _ An amount which falls within the range of charges for a given service billed by most professional providers in the same locality who have similar training and experience.

Reasonable _ An amount which is usual and customary or which would not be considered excessive in a particular case because of unusual circumstances.

Participating professional provider means a professional provider who has an effective participating agreement with Blue Cross and/or Blue Shield.

Professional Provider _ Means any of the following, from medically necessary services which are within the scope of the provider's state license or registry:

- A physician (doctor of medicine or osteopathy);
- A dentist (doctor of medical dentistry or doctor of dental surgery), but only for treatment of accidental injury to natural teeth or fractured jaw rendered within 12 months after the injury, or for surgery that does not involve repair, removal or replacement of teeth, gums or supporting tissue;
- A psychologist, optometrist, optician, chiropractor, naturopath, podiatrist, audiologist, Christian Science Practitioner or chiropodist;
- A state-registered clinical social worker, but only for services rendered upon the written referral of a doctor of medicine or osteopathy or a psychologist;
- A certified nurse practitioner;
- A registered physical, occupational, speech or audiological therapist, but only for rehabilitative services rendered upon the written referral of a doctor of medicine or osteopathy;
- A registered nurse or licensed practical nurse, but only for services rendered upon the written referral of a doctor of medicine or osteopathy, and only for those services for which nurses customarily bill patients.

The term "professional provider" does not include any classes of provider not named above, and no benefit of the Plan will be paid for their services.

Covered Charges _ The following are covered charges under this Plan when incurred for the services and supplies listed in this agreement and when medically necessary for diagnosis and/or treatment of an illness or injury. Refer to pages 192-194 for an explanation on how benefits are paid.

- The reasonable charge for listed services and supplies provided by a participating facility;

- The filed fee approved by a Blue Cross/Blue Shield organization for listed services rendered by a participating professional provider;
- The usual and customary or reasonable charge for listed services rendered by non-participating professional providers;
- The reasonable charge for all other listed services and supplies.

The important difference between the benefits for participating providers and non-participating providers is the balance the employee may be required to pay. Once the deductible is satisfied, the balance which the employee may be required to pay to a participating provider will not exceed 20% of the participating provider's charge.

WHAT MEDICALLY NECESSARY MEANS

Medically necessary means those services and supplies that are required for diagnosis or treatment of illness or injury and which are:

- Consistent with the symptoms or diagnosis and treatment of the patient's condition.
- Appropriate with regard to standards of good medical practice;
- Not primarily for the convenience of the patient or a provider of services or supplies; and
- The least costly of the alternative supplies or levels of service which can be safely provided. When specifically applied to a hospital inpatient, it further means that the services or supplies cannot be safely provided in other than a hospital setting without adversely affecting the patient's condition or the quality of medical care rendered.

Medically necessary care does not include care that is primarily custodial care. This is care that helps a person conduct activities of daily living and that can be provided by people without medical or paramedical skills; for example, help in bathing, eating, dressing or getting in or out of bed. Custodial care also includes care that is primarily for the purpose of separating a patient from others or preventing a patient from harming himself/herself.

HOW COVERED CHARGES ARE PAID

The Plan will pay:

- A. 100% of the usual and customary or reasonable expenses for:
- Pre-admission testing performed in a doctor's office, clinic or a hospital on an outpatient basis. The individual must be scheduled for admission to a hospital for treatment of the condition which made the tests necessary.

- Home health care services, as indicated below, if certified by a physician as medically necessary for treatment of an illness or injury.
 - Nursing care provided by a registered nurse (R.N.) or licensed practical nurse (L.P.N.)
 - Services of a licensed vocational or public health nurse, or a respiratory therapist.
 - Physical, occupational or speech therapy services necessary to restore or improve lost function. The therapy must be provided by a licensed therapist and must be part of a written treatment plan prescribed by a physician.
 - Second (and third) surgical opinions.
 - Outpatient surgery performed by a physician. Also included are the facility's charges, including hospital, ambulatory surgical facility, doctor's office or birthing center.
- B. After the annual deductible is satisfied, 80% (or 100% if the maximum out-of-pocket limit has been reached) of the usual and customary or reasonable expenses for:
- Hospital services, including:
 - The charge for a semiprivate room or billed charges, whichever is less.
 - Isolation care when deemed necessary to protect other patients from contagion or to protect the patient from contracting illnesses from others.
 - Intensive care unit.
 - Other hospital charges.
 - Outpatient and emergency room.
 - Skilled nursing facility service limited to the facility's semiprivate room rate. The confinement must begin within three days following discharge from a hospital for the same or related condition for which the patient was confined.
 - Physician's home, office or hospital visits.
 - Inpatient surgery, including assistant surgeon if necessary.
 - Diagnostic x-rays and laboratory tests (including pap smears).
 - Physical therapy provided by a licensed physical therapist.
 - Acupuncture when performed by a physician.
 - Radium, radioisotope and x-ray therapy.
 - Ambulance service (including air ambulance). This is for transportation to the nearest hospital that has the facilities to give the necessary treatment. Certified air ambulance transportation will be covered if it is medically necessary.

- Drugs or medicines that can legally be dispensed only with a prescription (see paragraph D also).
- Blood or blood plasma prescribed by a physician as medically necessary in the treatment of an illness or injury.
- Anesthesia supplies and administration.
- Artificial appliances or durable medical equipment such as braces or wheelchairs.
- Artificial limbs.
- Treatment of accidental injury to sound natural teeth or injury to jaw, provided by a physician or doctor of dental surgery. The injury must have occurred while covered by this plan, and such services are covered only during the 12-month period immediately following the date of injury.
- Newborn care only while the mother is confined to the hospital.
- Immunizations.

C. After the annual deductible is satisfied, 80% (or 100% if the maximum out-of-pocket limit has been reached) of the usual and customary or reasonable expenses for the following services, but limited to the maximum benefit payments for such covered charges as indicated. Expenses in excess of the specified limits will not be considered as covered charges under the Plan.

- Well-baby care, including physical exams, during the first 12 months following birth.
- Charges for early detection services are paid at 80% with no deductible required. Early detection services include:
 - Pap exam/test
 - Fecal Occult Blood Tests (FOBT)
 - Sigmoidoscopies
 - Mammograms
- Chiropractic services, up to \$400.00 per calendar year.
- Bi-Annual vision exams, including screening for glaucoma, are paid at 80%, no deductible. The payment is limited to \$50.00 per exam. Frames and lenses are paid at 80% after the deductible. The payment is limited to \$125.00 every 12 months.
- Contact lenses, if required due to cataract surgery or because visual acuity is not correctable to 20/70 in the better eye with conventional lenses. The maximum benefit per 18 months is \$200.00.
- Hearing exams and hearing aids up to a maximum of \$400.00 every three calendar years.
- Outpatient mental health care provided by a:
 - Physician (M.D.)

- Psychologist (Ph.D.)
 - Counselor with a Master of Social Work (M.S.W.)
 - Counselor certified by the Academy of Certified Social Workers (A.C.S.W.)
 - Person licensed as a psychologist by the state in which he/she practices up to a maximum of \$1,500.00 per calendar year, with a lifetime maximum of \$4,500.00.
 - Inpatient and/or outpatient chemical dependency treatment (including facility, doctor treatment of alcoholism by an approved alcoholism treatment facility and treatment of chemical dependency in a residential facility) up to a maximum of \$15,000 per year and \$25,000 per lifetime.
 - Inpatient mental health care (including but not limited to facility fees, doctor fee, testing and medication) up to a lifetime maximum of \$25,000.
- D. For employees at the Cosmopolis facility, 100% of the cost of drugs or medicine that can legally be dispensed only with a prescription, after an employee co-payment of \$4 per prescription for "generic" and \$7 per prescription for non-generic drugs. The drugs must be purchased from a pharmacy that is a participant with Grays Harbor Medical Service Bureau Preferred Pharmacy Agreement.

LIMITATION AND EXCLUSIONS

Benefits will not be provided for any of the following:

- Treatment of occupational disease or injury.
- Treatment of any injury, illness or physical disability received while engaged in the military or occasioned by war or an act of war or any complication or recurrence thereof.
- Services performed for cosmetic purposes, unless performed for correction of a functional disorder or as the result of accidental injury while covered hereunder.
- Care or treatment in a hospital or institution owned, operated or maintained by the federal government.
- Routine physical examinations.
- Payment for corrective shoes or arch supports.
- Services and supplies to the extent that they are not medically necessary for treatment of an illness, injury or physical disability.
- Any medical, surgical, hospital, or skilled nursing facility care for an illness, injury or physical disability received prior to the initial effective date of the patient's coverage under this Plan.
- Family planning: Services and supplies for family planning (except sterilization), artificial insemination, invitro fertilization or surgery to correct voluntary sterilization.

- Any services furnished by an institution that is a place for the aged, a nursing or convalescent home, or similar institution.
- Any charge for which, in the absence of this Plan, there is no obligation to pay.
- Services of a personal nature such as charges for radio, television, telephone, guest meals, etc.
- In-hospital medical or surgical care for conditions which do not usually require hospitalization.
- Sexual disorders: Services or supplies for the treatment of sexual dysfunction or inadequacy, or those related to sex change procedures.
- Services and supplies for weight loss or obesity.
- Non-medical self-help or training, such as programs for weight control, programs to help stop smoking, and general fitness exercise programs.
- Dentistry or dental care, including X-rays (except as specified on page 194 for treatment of accidental injury to sound, natural teeth or injury to jaws).
- Mental retardation/learning disabilities.
- Benefits not stated: Services and supplies not specifically described as benefits under this Plan.
- Telephone consultations, missed appointments, completion of claim forms.
- Behavior modification: Psychological enrichment or self-help programs for mentally healthy individuals, including assertiveness training, image therapy, sensory movement groups, marathon group therapy, and sensitivity training.
- Counseling or treatment in the absence of illness: Including individual or family counseling or treatment for marital, social, behavioral, family, occupational or religious problems; or treatment of "normal" transitional response to stress.
- Experimental procedures: Services and supplies that are experimental or investigational. These include any that are not recognized as conforming to accepted medical practice; and any for which the required approval of a government agency has not been granted at the time the services are provided.
- Transportation, other than ambulance services.

WHAT IF YOU ARE ELIGIBLE FOR BENEFITS FROM OTHER SOURCES?

Situations may arise in which health care expenses are the responsibility of a source other than this Plan. Here are descriptions of the situations that may arise and how the Plan will deal with them.

Third Party Liability

There may be situations in which a person (an employee or an eligible dependent) may have a legal right to recover the costs of his/her health care from a third party who may be responsible for the illness or injury. For example, if a person was injured in a store, the owner may be responsible for the health care expenses arising out of the injury. As another example, if a person becomes sick or is injured as a result of, or in the course of, employment or self-employment, the employer or a workers' compensation insurer may be responsible for health care expenses from the illness or injury.

If this Plan paid any benefits, it will be entitled to recover the amount paid from the proceeds of any settlement or recovery received from the third party.

Motor Vehicle Coverage

This Plan will not pay benefits for health care costs to the extent that they are covered by motor vehicle insurance. But the Plan will pay expenses over the amount covered by the motor vehicle insurance.

Coordination of Benefits

A person may have other health plans or programs that duplicate benefits provided by this plan. When a person is covered under more than one plan, medical expenses are first considered by the "primary plan". Any remaining covered charges may then be considered by the "secondary plan".

If this plan is determined to be secondary, claims should be sent to the "primary plan" first. This plan's payment will then be limited to what this plan would have paid if it were primary less whatever is paid by the other (primary) plan. (For individuals at the Cosmopolis operation, this plan's payment will be limited to the amount not paid by the primary plan but in no case more than the usual and customary or reasonable charge for a covered expense from all sources except an individual or family (non-group) health insurance policy.

For purposes of this provision, the following sources of benefits are all considered health plans or programs:

- " Group blanket or franchise health insurance policies issued by insurers or health care service contractors;

- Prepaid coverage under service plan contracts or group or individual practice plans;
- Labor management trustee plans, labor organization plans, employer organization plans or employee benefit organization plans;
- Government programs; and
- Coverage required or provided by any statute.

This Plan will use certain rules to coordinate benefits, that is, to decide which plan or program should pay first during a particular period. The period used for calculating benefits under this Plan (called a "claim determination period") is the calendar year.

The rules for coordination of benefits are:

- A. If the other plan does not have a "coordination of benefits" provision, that plan is primary and must consider coverage first.
- B. If the other plan has a "coordination of benefits" provision, the plan that covers the person as an employee is primary and must consider coverage first.
 - If the person is covered by one of the contracts as an employee rather than as a dependent, that contract is the primary plan and must pay first.
 - Birthday rule: If a child is covered by both spouses plans, the plan of the parent whose birth month and day is earlier in the year is primary and must consider coverage first. For example, if the employee's birth month and day is March 15 and the spouse's birth month and day is January 3, the spouse's plan is primary for the child and must consider coverage first.
 - If the parent with custody of the child has not remarried, that parent's plan pays first.
 - For children of divorced parents, the following rules apply:
 - If the parent with the custody of the child has not remarried, that parent's plan is primary, followed by the plan of the parent without custody (if any), and last by the plan of the step-parent without custody (if any).
 - If the parent with custody has remarried, that parent's plan pays first, followed by the plan of the step-parent with custody (if any), followed then by the plan of the parent without custody (if any), and last by the plan of the step-parent without custody (if any).
 - However, if there is a court order that assigns financial responsibility for the medical expenses of the child to one of the natural parents, regardless of

which parent has custody, that parent's plan is primary.

- If none of the previous rules under B applies, then the contract that has covered the person for the longer period is the primary policy and must pay first.

The Plan can release or obtain any information necessary to determine the coordination of benefits. And the employee or any insured dependent must supply the Plan with any information or releases needed for this purpose.

Correction of Payments. If another plan makes payments this Plan should have made under this coordination provision, this Plan can reimburse the other plan directly. Any such reimbursement payments will count as benefits paid under this Plan, and will be released from liability to the employee regarding them.

If this Plan makes payments that should have been made by another plan, it will have the right to recover them from the person to or for whom they were made, or from insurance companies or other organizations. The person involved must sign any documents that are necessary to enforce the Plan's rights under this provision.

WHAT IF YOU ARE ELIGIBLE FOR MEDICARE?

As a general rule, this Plan is secondary to Medicare and will not pay benefits toward any part of a covered expense to the extent the covered expense is actually paid or would have been paid under Medicare Part A or B had the eligible insured employee or insured dependent properly enrolled and applied for benefits.

There are two exceptions to this general rule. In the following two situations, this Plan will be primary and will not reduce benefits because of Medicare:

- For covered employees age 65 through 69 who are actively at work and insured spouses age 65 through 69 when the insured employee elects in writing to make this Plan primary over Medicare.
- For covered employees or insured dependents who incur covered expenses for kidney transplant or kidney dialysis when by law Medicare is secondary to employee group health plans.

DEFINITIONS

The following are definitions of some important terms used in the Plan booklet:

A **HOSPITAL** is an institution that provides diagnostic and treatment facilities for inpatient surgical and medical care of persons who are injured or ill. It must be licensed under applicable laws as a general hospital. Its services must be under the supervision of a staff of

physicians and must include 24 hour-a-day nursing service by registered nurses. Facilities that are primarily rest, old age or convalescent homes are not considered to be hospitals. Neither are facilities operated by agencies of the federal government.

Hospitalization must be authorized by a physician and must be medically necessary for acute care and treatment of illness or injury.

ILLNESS means a physical illness or mental illness which results in a covered expense. Physical illness is a disease or bodily disorder. Mental illness is a psychological disorder characterized by pain or distress and substantial impairment of basic functioning.

INJURY means a personal bodily injury to the employee or his insured dependent caused solely by external, violent and accidental means which results directly and independently of all other causes in a covered expense.

CUSTODIAL CARE means care limited essentially to assistance to an individual to meet his/her activities of daily living, i.e., services that constitute personal care such as help in walking, getting in and out of bed, assistance in bathing, dressing, feeding, preparation of special diets and supervision of medication which can usually be self-administered and which does not entail or require the continuing attention of trained medical or paramedical personnel.

DISABILITY means, for an employee, a sickness or injury which prevents him/her from engaging in any occupation for wages or profit; and for a dependent, a sickness or injury which requires continuous confinement in a hospital or at home.

SKILLED NURSING FACILITY is any institution or distinct part of an institution which meets the following requirements:

- It is licensed primarily to provide skilled nursing care (and related services) or rehabilitation services at the expense of the patient.
- It has 24-hour-per-day nursing services, with at least one registered professional nurse employed on full-time nursing duty.
- It has a physician available for necessary medical care in the event of an emergency.
- It is not, other than incidentally, a place for drug addicts, alcoholics and the mentally ill.
- It maintains daily records.
- It has been approved by Medicare to provide extended care for rehabilitation of injured, sick or disabled persons.

SURGICAL PROCEDURES are any of the following listed operative procedures which are necessary for treatment of sickness or injury:

- Procedures accomplished by cutting or incision.
- Suturing of wounds
- Treatment of fractures, dislocations and burns.
- Manipulation under general anesthesia.
- Radioactive iodine therapy, supervoltage therapy, and deep x-ray therapy.
- Visualization of the hollow organs of the body under anesthesia or by cutting or incision or for the removal of a foreign body.
- Procedures accomplished by the use of cannulas or needling when performed under anesthesia or by cutting or incision or in lieu of a cutting operation or for the removal of a foreign body.
- Operations performed in cases of extrauterine pregnancy.

APPROVED ALCOHOLISM TREATMENT FACILITY means a treatment facility operating under the direction and control of the State Department of Social and Health Services or providing treatment for alcoholism and intoxication through a contract with the Department, included in the Department's current list of approved public and private treatment facilities, and meeting all applicable governmental standards.

RESIDENTIAL FACILITY means one with an organized full-day or part-day program of treatment, but not licensed to admit persons requiring 24-hour nursing care. The facility must be licensed by the appropriate state agency to provide such care.

HOW TO FILE A CLAIM

Participating Providers _ You will receive an identification card which includes the employee's name and social security number, the group name and group number, and the Medical Service Plan number. The card should be presented to the participating provider when treatment is received. Participating providers will normally bill the Medical Service Plan directly and will receive payment directly from the Medical Service Plan. There will be no claim form to fill out.

Non-Participating Providers _ You must file a claim for services by a non-participating provider. The claim must include the following: an itemized statement from the provider, the employee's name and social security number, the patient's name if the claim is for a dependent, and the group name and group number.

If the provider's statement indicates that the bill has been paid in full, the reimbursement check will be made out to the employee. If no proof-of-payment is furnished, the reimbursement check will name the employee and provider as co-payees.

Special claim forms are available for prescription drug claims.

NOTE: It is your responsibility to determine if the provider is a participating provider. All claims must be submitted within twelve months of the date of service in order to be processed.

REVIEW OF DENIED CLAIMS

If a claim is denied or partially denied and you feel this decision should be reviewed, write to the Medical Service Plan within 60 days of the date of rejection. (If you want to, you can have someone else do this for you.) Include any information you feel may affect the decision on your claim. You will be allowed to examine any pertinent documents that affected the decision on your claim. The decision on your request for review will be sent to you within 60 days of the date of your request.

If you are still dissatisfied, you may request that a second review be done by Washington Physicians Service. Again, the request must be in writing, and you should submit it within 60 days of the date of the first review. Send the request to: 600 Fourth and Battery Building, Seattle, WA 98121. You will receive a response within 60 days after your request.

RELEASE OF MEDICAL RECORDS

Any person who applies for or accepts benefits under the coverage described in this booklet automatically authorizes Washington Physicians Service or the Medical Service Plans to examine any medical records necessary to process claims. Any such person also authorizes any provider of care, government agency or insurance carrier to release his/her medical records to WPS or the Medical Service Plans. Any information obtained will be kept confidential.

SERVICE AREA

All counties in Washington (except Yakima County) and Lane and Coos Counties in Oregon are included. Because there is no Medical Service Plan in Yakima County writing prepaid health contracts, Washington Physicians Service cannot guarantee that the physicians in Yakima County will accept its benefits as payment in full for their services. All other benefits of the Plan are available in Yakima County. (Claims for services in this area are processed by King County Medical Blue Shield.)

CESSATION OF ACTIVE WORK

The employee's and dependent's health care coverage will be canceled as of the end of the day an employee is terminated from the payroll of the Company.

When the employee-employer relationship has not been terminated, but the employee is not actively at work, health care coverage will be subject to the following conditions:

- A. **Occupational Disability** _ If such employee is absent from work as a result of an occupational accident or disease as recognized by the Washington State Department of Labor and Industries or the Oregon Workers' Compensation Board, suffered during the course of his/her employment with the Company, health care coverage for the employee and any eligible dependents will be continued and paid for by the Company during the period he/she is disabled from work up to a maximum of twenty-four months following the month in which the disability began. If the employee continues to be disabled from work beyond twenty-four months, and the employee-employer relationship is not terminated, these coverages will be canceled unless the employee elects to continue such coverage by paying the premiums.
- B. **Non-Occupational Disability** _ If such employee is absent from work as a result of non-occupational accident or sickness, health care coverage for the employee and all eligible dependents will be continued and paid for by the Company during the period he/she is disabled from work up to a maximum of twelve months following the month in which the disability began. If the employee continues to be disabled beyond twelve months, these coverages will be continued only if the employee elects to continue such coverages with the premium paid for by the employee. Coverage may be continued for up to six months or until the employee-employer relationship is terminated, whichever is the longest.
- C. **Layoff** _ If such employee is absent from work as a result of a layoff due to disciplinary action or lack of work, health care coverage for the employee and all eligible dependents will be continued and paid for by the Company for a period of two months following the month in which the layoff or personal leave of absence began. If the layoff continues beyond two months, coverage can be continued if the employee pays the full monthly cost until the earliest of:
1. 16 months from the date layoff or personal leave of absence began, or
 2. the date a covered person becomes eligible for Medicare, or
 3. the date a covered person becomes covered under another group health care plan, or
 4. the date the plan terminates.
- D. **Personal Leave of Absence (excluding military service)** _ If an employee is absent from work as a result of a personal leave of absence requested by the employee and approved by the Company health care coverage for the employee and all eligible dependents will be continued and paid by the Company for a period of two months

following the month in which the personal leave of absence began. If the personal leave of absence continues beyond two months, this coverage may be continued for up to a maximum of five additional months only if the employee elects to continue such coverage with the premiums paid by the employee and providing the employee-employer relationship is not terminated.

- E. **Military Service** _ If such employee is absent from work as a result of participating in a Reserve Training Program of the Armed Forces of the United States, or as a result of serving in the Armed Forces of the United States, health care coverage for the employee and all eligible dependents will be continued and paid for by the Company for a period of one month following the month in which the absence began. If the absence continues beyond one month following the month in which it began, these coverages will be canceled. For the purpose hereof, the Armed Forces of the United States includes the National Guard of the state in which the employee resides.
- F. **Early Retirement** _ Any employee who retires between 55 and 65 years of age shall be provided group health care coverage for himself/herself and for eligible dependents until the employee attains the age of 65.

If the employee dies before reaching 65 years of age, group health care coverage will be continued for spouse and eligible dependents after the employee dies until the spouse reaches 65 years of age or remarries, whichever event comes sooner.

- G. **Disability Retirement** _ Any employee who retires under the disability provisions of the pension plan may continue group Hospital-Surgical-Medical coverage for himself/herself and eligible dependents, the premium paid by the Company for twenty-nine (29) months from the date of retirement or until he is eligible for Medicare, whichever occurs sooner.

Group health care coverage for the spouse and eligible dependents will be continued, the premium paid by the Company until the spouse reaches age 65 or becomes eligible and covered by Medicare, whichever occurs first.

H. **Death of an Employee**

- I. When an employee dies as a result of an industrial accident while actively employed by the Company, **OR** that employee, at the time of death, is eligible for early retirement, group health care coverage will continue for the spouse and dependent children who continue to be eligible under the respective plan definitions until either the spouse remarries, is covered by another group

health care program sponsored by another company, or is eligible for Medicare, whichever occurs first.

If coverage terminates because the spouse remarries, the spouse will be eligible to continue coverage by self-paying the full monthly cost if:

- a. he or she is not covered by another group health care plan, and
- b. less than 36 months have elapsed since the employee's death.

In this event the spouse can self-pay for continued coverage only through the 36th month following the day the employee died.

2. If the employee was not eligible for early retirement and the death was as a result of non-industrial cause, coverage for eligible dependents will continue for six months following the month in which the death occurs. Coverage can then be continued for up to an additional 30 months by self-paying the full monthly cost.

Eligibility for continued coverage on a self-payment basis will end on the earliest of:

- a. the 30-month period indicated above, or
- b. the date a covered person becomes eligible for Medicare, or
- c. the date a person becomes covered under another group health care plan, or
- d. in the case of a spouse, the date such spouse remarries and becomes covered under another group health care plan, or
- e. the date the plan terminates.

1. *Divorce*

If a spouse loses coverage due to a divorce or legal separation, he or she may continue coverage by paying the full monthly cost until the earliest of:

1. 36 months from the day which the divorce or legal separation occurred, or
2. the date the spouse becomes eligible for Medicare, or
3. the date the spouse becomes covered under another group health care plan, or
4. the date the spouse remarries and becomes covered under another group health care plan, or
5. the date the plan terminates.

J. *Child Reaches Plan's Maximum Coverage Age*

If a dependent child loses coverage because he or she has reached the maximum coverage age, the child may continue coverage by paying the full monthly cost until the earliest of:

1. 36 months from the day the child reached the plan's maximum coverage age, or
2. the date the child becomes eligible for Medicare, or
3. the date the child becomes covered under another group health care plan, or
4. the date the plan terminates.

K. *Strike, Lockout or Other Labor Dispute*

An employee may make payment of premiums directly to Weyerhaeuser Company for a period not exceeding six months, in the event of suspension of compensation because of a lockout, strike or other labor dispute. It is the responsibility of the employer to immediately notify the employees of their right to make payments when their compensation is so suspended or terminated.

L. *Termination*

In an employee loses coverage because his or her employment terminates (other than gross misconduct) or because work hours are reduced, the employee can continue coverage for self and eligible dependents by paying the full monthly cost. Coverage can be continued until the earliest of:

1. 18 months from the day coverage ceased, or
2. the date a covered person becomes eligible for Medicare, or
3. the date a person becomes covered under another group health care plan, or
4. the date the plan terminates.

SELF-PAYMENT NOTIFICATION PROCESS

If an employee or eligible dependents loses coverage as a result of death, termination of employment or reduction in hours worked and is eligible to self-pay for continued coverage as explained in the section titled "Cessation of Active Work," Weyerhaeuser Group Insurance Services will notify the employee or dependents of their self-pay options and the plan's monthly costs. The eligible person will then have up to 60 days to decide whether or not to purchase the coverage.

If a spouse loses coverage due to divorce or legal separation, or a dependent child loses coverage because he or she has reached the

maximum coverage age and wants to continue coverage, the employee, spouse or child must notify the local Personnel Department or the Weyerhaeuser Group Insurance Services Manager at the following address within 60 days of the event causing loss of coverage:

Group Insurance Services Manager
Weyerhaeuser Company
Tacoma WA 98477

The spouse or child will then be contacted about the self-pay option and the plan's monthly costs and will have 60 days to decide about purchasing the coverage.

EXTENDED COVERAGE

If you or one of your insured dependents is hospitalized as an in-patient in a designated hospital at the time your coverage under this Plan terminates, benefits will continue as long as you are hospitalized or until the benefits are exhausted, whichever occurs first. These benefits are available only for the original condition for which you were hospitalized.

If you or one of your insured dependents is (1) totally disabled and (2) under active treatment by a physician on the date your eligibility for this Plan ends, benefits will continue to be furnished (but only in connection with treatment for the condition causing the total disability) as follows:

Employee _ Benefits will be provided up to six months or until the maximum benefits have been paid, whichever occurs first.

Dependents _ Benefits will be provided up to three months or until the maximum benefits have been paid, whichever occurs first.

Total disability shall mean any medically determined condition which prevents the employee or dependent from engaging in any occupation because of physical or mental impairment. Satisfactory proof of such disability and its continuation shall be furnished by the patient.

CONVERSION OF COVERAGE

Should you or your dependents lose eligibility for coverage under this Plan, you will be issued an individual Hospital-Surgical-Medical contract by your local Medical Service Plan, provided (1) you make application for individual coverage within 31 days after ceasing to be eligible and qualified under this Plan, (2) you reside in Washington or Lane or Coos Counties, Oregon, and (3) you abide by other rules and regulations established by your local Medical Service Plan.

In the event an applicant for an individual contract moves his/her residence outside Washington or Lane or Coos Counties, Oregon, the local Medical Service Plan, upon request, will assist in all reasonable ways in transferring coverage to another physician-sponsored plan, with full credit

for the period of coverage under this or other contract underwritten by Washington Physicians Service toward the waiting period requirements of such other plan's contract.

Special attention to conversion procedures will be needed by the employee whose coverage ends at other than the end of the calendar month. This is necessary to ensure continuous coverage, as individual plans are ordinarily on a calendar month basis.

MEDICAL SERVICE PLANS

The Medical Service Plans of Washington and Oregon are ready to serve you. If you have any questions about claims, please contact the Medical Service Plan in your area.

Chelan County Medical Service	Wenatchee (509) 662-4785
Clallam County Physicians Service	Port Angeles (360) 452-9247
Columbia Health Service	Vancouver (360) 693-2526
Cowlitz Health Service	Longview (360) 423-2930
Grays Harbor Medical Bureau	Aberdeen (360) 532-9320
King County Medical Blue Shield	Seattle (206) 464-3600
	Chehalis (360) 748-6667
Kitsap Physicians Service	Bremerton (360) 377-5576
Medical Service Corporation of Eastern Washington	Spokane (509) 536-4700
	Ellensburg (509) 925-6177
Blue Cross and Blue Shield of Oregon	Portland (503) 225-5221
Pacific Hospital Association	Eugene (503) 686-1242
Pierce County Medical Bureau	Tacoma (206) 597-6500

Skagit County Medical Bureau.....	Mount Vernon (360) 336-9660
Snohomish County Physicians Corporation.....	Everett (360) 259-8181
Thurston County Medical Bureau.....	Olympia (360) 352-7611
Walla Walla Valley Medical Service Corporation.....	Walla Walla (509) 525-5220
Whatcom Medical Bureau.....	Bellingham (360) 734-8000

In this booklet we have explained as clearly and briefly as possible the benefits available under the Plan. The complete provisions of the Plan are contained in the master contract issued by the underwriters. The final interpretation of any specific provision of the Plan is governed by the master contract.

**DENTAL CARE PLAN
DESCRIPTION FOR
WEYERHAEUSER PAPER COMPANY
HOURLY RATED EMPLOYEES AND
DEPENDENTS
PULP AND PAPERBOARD DIVISION
WASHINGTON AND OREGON**

Effective July 1, 1987

Program Number 5300

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SUMMARY OF BENEFITS

Reimbursement Levels for Allowable Benefits

Class I - 70 through 100%.

Class II - 70 through 100%.

Class III - Constant 70%.

Annual Program Maximum - \$1,500.

Orthodontic Maximum - \$1,250 per course of treatment.

The payment level for covered dental expenses arising as a direct result of an accidental bodily injury is 100%, up to the unused program maximum.

All covered employees and covered dependents are eligible for Class I, Class II, Class III, Orthodontic and Dental Accident Benefits.

HOW TO USE YOUR PROGRAM

You may select any licensed dentist. Tell your dentist you are covered by a WDS (or ODS, if applicable) dental program and give your dentist your social security number, the program name, and the number printed on your identification card.

If your dentist is a member dentist, the dentist will submit claim forms to the appropriate Dental Service Plan and receive payment based on the dentist's filed fees. You are responsible for any balance remaining.

If your dentist is not a member dentist, it is your responsibility to have the dentist complete a claim form. You are responsible for paying the dentist's bill and for submitting the claim to the Dental Service Plan. Since the Dental Service Plan does not have filing fees for non-member dentists, payment for services performed by a non-member dentist is made to you based upon actual charges, or the fee charged for the same procedure by 51 percent of member dentists in the area, whichever is less. Payment will be issued in the name of both the employee and the dentist.

If you receive treatment from a dentist outside your normal Dental Service Plan area, it is your responsibility to have the dentist complete a claim form. You are responsible for paying the dentist's bill and for submitting the claim to the Dental Service Plan.

Payment will be based on the dentist's charge, or the amount that would have been payable if treatment had been provided by a member dentist, whichever is less.

You may obtain claim forms from your employer or the Dental Service Plan. The Plan will not be obligated to pay for treatment performed in the event claim forms are submitted for payment more than six (6) months after the date of rendition of such treatment.

ESTIMATE OF BENEFITS

If your dental care will be extensive, ask your dentist to complete and submit a standard WDS or ODS claim form for an estimate. This will allow you to know in advance exactly what procedures are covered, the amount that will be paid toward the treatment and your financial responsibility.

EXPLANATION OF INCENTIVE PERIODS

Your program is an incentive program designed to provide regular dental care. An incentive period consists of 12 consecutive calendar months. The first incentive period starts with the first day of the month that an eligible person uses dental services and ends on the subsequent June 30th. Thereafter, each incentive period shall consist of the period between July 1 and the subsequent June 30th.

PAYMENT LEVELS FOR CLASS I AND CLASS II BENEFITS

During the first incentive period, the payment level for covered and allowable Class I and Class II benefits is 70%. This payment level advances 10 percentage points each successive incentive period in which benefits of this program are used by an eligible person. The payment level increases to a maximum level of 100%. You must visit the dentist at least once during each annual incentive period in order to increase, or maintain, your payment level. If an eligible person fails to utilize benefits in an incentive period, the payment level will be decreased by 10 percentage points for each incentive period for which benefits were not used. This deduction will be made from the last payment level used by the Plan in making payment for the eligible person. In no event will the payment level be less than the starting 70% level.

Each eligible person establishes his or her own payment levels though utilization during incentive periods.

PAYMENT LEVEL FOR CLASS III BENEFITS

The payment level for covered and allowable Class III benefits is 70%. The incentive provision described above does not apply to Class III Benefits. The payment level for covered dental expenses arising as a direct result of an accidental bodily injury is 100%, up to the unused program maximum.

PROGRAM MAXIMUM

The maximum amount payable for Class I, Class II and Class III Covered Dental Benefits per eligible person is \$1,500 each 12-month period July 1 through June 30. Charges for dental procedures requiring multiple treatment dates shall be considered incurred, and shall be applied to the program maximum, on the date the service is completed.

The maximum amount payable for a course of Orthodontic Benefits is \$1,250 per each eligible person.

EMPLOYEE ELIGIBILITY AND TERMINATION

Eligible employees are all hourly rated employees for whom employer contributions are made.

New employees are eligible on the first day of the month following completion of six (6) months of employment.

You must complete an enrollment card. All of your eligible dependents must be listed on the enrollment card.

Coverage terminates at the end of the month in which you cease to be an eligible employee.

DEPENDENT ELIGIBILITY AND TERMINATION

Eligible dependents in the program are:

- Your lawful spouse
- Unmarried dependent children, which includes:
 - " natural children
 - " stepchildren
 - " legally adopted children

Dependent children are covered from birth to age 19 or to age 23 if attending an accredited school, college or university on a full-time basis. Dependents in the military service are not eligible.

An unmarried dependent child over the limiting age may continue to be eligible if incapable of self-support because of a physical handicap or developmental disability that commenced prior to reaching the limiting age. The child must have been a covered dependent upon attainment of the limiting age and a physician's certificate must be submitted to the Dental Service Plan within 31 days following attainment of the limiting age.

Newly acquired dependents must be enrolled within 31 days of the month following the date they qualify as an eligible dependent, except newborn infants. Newborns will be covered from the moment of birth.

Dependent coverage terminates at the end of the month in which your coverage terminates, or the dependent ceases to be an eligible dependent, whichever occurs first.

CESSATION OF ACTIVE WORK

The employee's and dependents' dental care coverage will be canceled as of the end of the month an employee is terminated from the payroll of the Company.

When the employee/employer relationship has not been terminated, but the employee is not actively at work, dental care coverage will be subject to the following conditions:

- A. Occupational Disability** _ If such employee is absent from work as a result of an occupational accident or disease as recognized by the Washington or Oregon Workers' Compensation Board, suffered during the course of his/her employment with the Company, dental care coverage for the employee and any eligible dependents will be continued and paid for by the Company during the period he/she is disabled from work up to a maximum of twenty-four months following the month in which the disability began. If the employee continues to be disabled from work beyond twenty-four months, and the employee/employer relationship is not terminated, these coverages will be canceled unless the employee elects to continue such coverage by paying the premiums.
- B. Non-Occupational Disability** _ If such employee is absent from work as a result of non-occupational accident or sickness, dental care coverage for the employee and all eligible dependents will be continued and paid for by the Company during the period he/she is disabled from work up to a maximum of twelve months following the month in which the disability began. If the employee continues to be disabled beyond twelve months, these coverages will be continued only if the employee elects to continue such coverages with the premium paid for by the employee. Coverage may be continued for up to six months or until the employee/employer relationship is terminated, whichever is the longest.
- C. Layoff** _ If such employee is absent from work as a result of a layoff due to disciplinary action or lack of work, dental care coverage for the employee and all eligible dependents will be continued and paid for by the Company for a period of two months following the month in which the layoff or personal leave of absence began. If the layoff continues beyond two months, coverage can be continued if the employee pays the full monthly cost until the earliest of:
1. 16 months from the date layoff or personal leave of absence began, or
 2. the date a covered person becomes eligible for Medicare, or
 3. the date a covered person becomes covered under another group dental care plan, or
 4. the date the plan terminates.
- D. Personal Leave of Absence (excluding military service)** _ If an employee is absent from work as a result of a personal leave of

absence requested by the employee and approved by the Company dental care coverage for the employee and all eligible dependents will be continued and paid by the Company for a period of two months following the month in which the personal leave of absence began. If the personal leave of absence continues beyond two months, this coverage may be continued for up to a maximum of five additional months only if the employee elects to continue such coverage with the premiums paid by the employee and providing the employee- employer relationship is not terminated.

- E. Military Service** - If such employee is absent from work as a result of participating in a Reserve Training Program of the Armed Forces of the United States, or as a result of serving in the Armed Forces of the United States, dental care coverage for the employee and all eligible dependents will be continued and paid for by the Company for a period of one month following the month in which the absence began. If the absence continues beyond one month following the month in which it began, these coverages will be canceled. For the purpose hereof, the Armed Forces of the United States includes the National Guard of the state in which the employee resides.

F. Death of an Employee

1. When an employee dies as a result of an industrial accident while actively employed by the Company, OR that employee, at the time of death, is eligible for early retirement, group dental care coverage will continue for the spouse and dependent children who continue to be eligible under the respective plan definitions until either the spouse remarries, is covered by another group dental care program sponsored by another company, or is eligible for Medicare, whichever occurs first. If coverage terminates because the spouse remarries, the spouse will be eligible to continue coverage by self-paying the full monthly cost if:
 - a. he or she is not covered by another group dental care plan, and
 - b. less than 36 months have elapsed since the employee's death.

In this event the spouse can self-pay for continued coverage only through the 36th month following the day the employee died.

2. If the employee was not eligible for early retirement and the death was as a result of non-industrial cause, coverage for eligible dependents will continue for six months following the

month in which the death occurs. Coverage can continued for up to an additional 30 months by self-paying the full monthly cost.

Eligibility for continued coverage on a self-payment basis will end on the earliest of:

- a. the 30-month period indicated above, or
- b. the date a covered person becomes eligible for Medicare, or
- c. the date a person becomes covered under another group dental care plan, or
- d. in the case of a spouse, the date such spouse remarries and becomes covered under another group dental care plan, or
- e. the date the plan terminates.

G. Divorce

If a spouse loses coverage due to a divorce or legal separation, he or she may continue coverage by paying the full monthly cost until the earliest of:

1. 36 months from the day which the divorce or legal separation occurred, or
2. the date the spouse becomes eligible for Medicare, or
3. the date the spouse becomes covered under another group dental care plan, or
4. the date the spouse remarries and becomes covered under another group dental care plan, or
5. the date the plan terminates.

H. Child Reaches Plan's Maximum Coverage Age

If a dependent child loses coverage because he or she has reached the maximum coverage age, the child may continue coverage by paying the full monthly cost until the earliest of:

1. 36 months from the day the child reached the plan's maximum coverage age, or
2. the date the child becomes eligible for Medicare, or
3. the date the child becomes covered under another group dental care plan, or
4. the date the plan terminates.

I. Strike, Lockout or Other Labor Dispute

An employee may make payment of premiums directly to Weyerhaeuser Company for a period not exceeding six months, in the event of suspension of compensation because of a lockout, strike or other labor dispute. It is the responsibility of the employer to immediately notify the employees of their right to make payments when their compensation is so suspended or terminated.

J. Termination

If an employee loses coverage because his or her employment terminates (other than gross misconduct) or because work hours are reduced, the employee can continue coverage for self and eligible dependents by paying the full monthly cost. Coverage can be continued until the earliest of:

1. 18 months from the day coverage ceased, or
2. the date a covered person becomes eligible for Medicare, or
3. the date a person becomes covered under another group dental care plan, or
4. the date the plan terminates.

SELF-PAYMENT NOTIFICATION PROCESS

If an employee or eligible dependents loses coverage as a result of death, termination of employment or reduction in hours worked and is eligible to self-pay for continued coverage as explained in the section titled "Cessation of Active Work," Weyerhaeuser Group Insurance Services will notify the employee or dependents of their self-pay options and the plan's monthly costs. The eligible person will then have up to 60 days to decide whether or not to purchase the coverage.

If a spouse loses coverage due to divorce or legal separation, or a dependent child loses coverage because he or she has reached the maximum coverage age and wants to continue coverage, the employee, spouse or child must notify the local Personnel Department or the Weyerhaeuser Group Insurance Services Manager at the following address within 60 days of the event causing loss of coverage:

Group Insurance Services Manager
Weyerhaeuser Company
Tacoma WA 98477

The spouse or child will then be contacted about the self-pay option and the plan's monthly costs and will have 60 days to decide about purchasing the coverage.

COORDINATION OF BENEFITS

If an eligible person is entitled to benefits under two or more group dental plans, the amount payable under this plan will be coordinated with any other plan. The amount paid by the Plan, together with amounts from other group programs, will not exceed 100% of dental expenses incurred; and the total amount payable by the Plan will not exceed the amount which would have been paid for covered benefits if there were no other program involved. The following rules establish the order of benefit payments:

1. The benefits of the plan that does not have a COB provision will be primary (the plan whose benefits are determined first).
2. The benefits of the plan that covers the person as an active employee will be determined before the benefits of a plan which covers the person as a dependent.
3. If the person is a dependent child whose parents are not separated or divorced:

The benefits of the plan covering the parent whose month and day of birth occurs earlier in the calendar year will be determined before the benefits of the plan of the parent whose month and day of birth occurs later in the calendar year.

However, if one of the parent's plan does not have this "birthday rule," then the plan covering the father is primary.

4. If the person is a dependent child of parents who are separated or divorced, then the benefits are determined in the following order:
 - a. The plan of the parent with custody;
 - b. The plan of the new spouse of the parent with custody;
 - c. The plan of the parent without custody.

However, if the court decrees financial responsibility for the dependent child's dental care, the plan of the parent with the financial responsibility is the primary plan.

5. The plan covering the person as a retired or laid-off employee or dependent of such person will be determined after the benefits of any other plan covering such person as an employee, other than a laid-off or retired employee, or dependent of such person. This provision will not apply if either plan does not have a provision regarding laid-off or retired employees, which results in each plan determining its benefits after the other.

6. If the above order does not establish the primary plan, then the plan that has covered that person for the longest period of time is the primary plan.

COVERED DENTAL BENEFITS, LIMITATIONS AND EXCLUSIONS

The following are Class I, Class II and Class III Covered Dental Benefits under this program which are subject to the limitations and exclusions contained in this booklet. Such benefits are available only when rendered by a licensed dentist and when necessary and customary as determined by the standards of generally accepted dental practice.

The amounts payable for Class I, Class II and Class III Covered Dental Benefits are as set forth in the section titled "Payment Levels for Benefits."

Notwithstanding the amounts payable for Class I, Class II and Class III benefits, the Plan shall pay one hundred percent (100%), up to the unused program maximum, for expenses for Covered Dental Benefits arising as a direct result of an accidental bodily injury which must have occurred while the patient was an Eligible Person hereunder. A bodily injury does not include teeth broken or damaged during the act of mastication (chewing) or biting on foreign objects. Coverage includes necessary procedures for dental diagnosis and treatment rendered within 180 days following the date of the accident.

CLASS I

Diagnostic

Covered Dental Benefits: Routine examination. X-rays. Emergency examination and examination by a specialist in an American Dental Association recognized specialty.

Limitations: Examination is covered once in a six (6) month period. Complete mouth or panorex x-rays are covered once in a three (3) year period. Supplementary bitewing x-rays are covered once in a six (6) month period.

Exclusions: Diagnostic services and x-rays related to temporomandibular joints (jaw joints). Consultations. Study models. Caries susceptibility tests.

Preventive

Covered Dental Benefits: Prophylaxis (cleaning) and topical application of fluoride. Space maintainers when used to maintain space for eruption of permanent teeth.

Limitations: Prophylaxis is covered once in a six (6) month period. Topical application of fluoride is covered once in a six (6) month period when performed in conjunction with a prophylaxis.

Exclusions: Plaque control program. Oral hygiene instruction, dietary instruction and home fluoride kits. Pit and fissure sealants. Cleaning of a prosthetic appliance. Replacement of a space maintainer previously paid for by this Plan.

****REFER ALSO TO GENERAL EXCLUSIONS****

CLASS II

Restorative

Covered Dental Benefits: Restoration of carious (decayed) teeth to a state of functional acceptability utilizing filling materials such as amalgam, silicate or plastic. Crowns, inlays or onlays (whether they are gold, porcelain, plastic, gold substitute castings or combinations thereof) will be covered when verification is provided to the Plan that teeth cannot be reasonably restored with filling materials such as amalgam, silicate or plastic.

Limitation: Restorations on the same surface(s) of the same tooth are covered once in a two (2) year period. Crowns, inlays or onlays on the same tooth are covered once in a five (5) year period. If a tooth can be restored with a filling material such as amalgam, silicate or plastic, an allowance will be made for such procedure toward the cost of any other type of restoration that may be provided.

Exclusions: Restorations necessary to correct vertical dimension or to restore the occlusion. Overhang removal, recontouring or polishing of restorations.

Oral Surgery

Covered Dental Benefits: Removal of teeth and surgical extractions. Preparation of the alveolar ridge and soft tissue of the mouth for insertion of dentures. Treatment of pathological conditions and traumatic facial injuries.

Limitations: General anesthesia is covered only when administered by a dentist who meets the educational guidelines established by the Washington or Oregon State Dental Disciplinary Board in conjunction with a covered oral surgery procedure.

Exclusions: Extraoral grafts (grafting of tissues from outside the mouth or use of artificial materials). Ridge extension for insertion of dentures (vestibuloplasty). Tooth transplants.

Periodontics

Covered Dental Benefits: Surgical and non-surgical procedures for treatment of the tissues supporting the teeth. Services covered include root

planing, subgingival curettage, gingivectomy and limited adjustments to occlusion (8 teeth or less) such as smoothing of teeth or reducing of cusps.

Limitations: Root planing or subgingival curettage (but not both) are covered once in a twelve (12) month period. Limited occlusal adjustments are covered once in a twelve (12) month period.

Exclusions: Nightguards and occlusal splints. Periodontal splinting and/or crown and bridgework in conjunction with periodontal splinting. Major (complete) occlusal adjustment. Periodontal appliances.

Endodontics

Covered Dental Benefits: Procedures for pulpal and root canal therapy. Services covered include pulp exposure treatment, pulpotomy and apicoectomy.

Limitations: Root canal treatment on the same tooth is covered only once in a two (2) year period. Refer to Class III Limitations if the root canals are placed in conjunction with a prosthetic appliance.

Exclusions: Bleaching of teeth.

****REFER ALSO TO GENERAL EXCLUSIONS****

CLASS III

Prosthodontics

Covered Dental Benefits: Dentures, bridges, partial dentures, related items and the adjustment or repair of an existing prosthetic device.

Limitations: Replacement of an existing prosthetic device is covered only once every five (5) years and only then if it is unserviceable and cannot be made serviceable.

Full, immediate and overdentures: The Dental Service Plan will allow the appropriate amount for a full, immediate or overdenture toward the cost of any other procedure that may be provided, such as personalized restorations or specialized treatment.

Root canal therapy performed in conjunction with overdentures is limited to two (2) teeth per arch and is paid at the Class III payment level.

Partial dentures: If a more elaborate or precision device is used to restore the case, the Plan will allow the cost of a cast chrome and acrylic partial denture toward the cost of any other procedure that may be provided.

Denture adjustments and relines: Denture adjustments and relines done more than six (6) months after the initial placement are covered. Subsequent relines and jump rebases, but not both, will be covered once in a twelve (12) month period.

Implants: The Plan will allow the appropriate amount for a full or partial denture toward the cost of implants and appliances constructed thereon. If an allowance is made toward the cost of implants, the Plan will not pay for any replacement placed within five (5) years thereafter.

Exclusions: Duplicate dentures. Cleaning of prosthetic appliances. Temporary dentures. Surgical placement or removal of implants or attachments to implants. Crowns and copings in conjunction with overdentures.

****REFER ALSO TO GENERAL EXCLUSIONS****

Orthodontic Benefits for Adults and Eligible Dependent Children

Orthodontic treatment is defined as the necessary procedures of treatment, performed by a licensed dentist, involving surgical or appliance therapy for movement of teeth and post-treatment retention.

Eligible Persons include the employee, lawful spouse, plus dependent children up to age nineteen (19) or to age twenty-three (23) if full-time students.

The maximum amount payable by the Service Plan for a course of Orthodontic treatment rendered to an Eligible Person shall be \$1,250 dollars. Not more than \$625 dollars of the maximum, or one-half of the Plan's total responsibility shall be payable for treatment during the "construction phase." The final payment of the Plan's responsibility shall be made during the seventh (7th) month following the construction phase, providing the employee is eligible and the dependent is in compliance with the age limitation.

The amount payable by the Plan for Orthodontic treatment shall be fifty percent (50%) of the lesser of the Usual, Customary and Reasonable fees or the fees actually charged.

**ALL ORTHODONTIC TREATMENT MUST BE SUBMITTED
TO,
AND AUTHORIZED BY WDS (OR ODS) PRIOR TO
COMMENCEMENT OF TREATMENT**

Covered Dental Benefits: Treatment of malalignment of teeth and/or jaws which significantly interfere with the act of mastication (chewing).

In addition to the limitations and exclusions set forth in this booklet, the following also apply to Orthodontic treatment:

Limitations: Payment of monthly or other periodic charges is limited to: Completion, or to age twenty-three (23) for Eligible Dependent Children, if full-time students, whichever occurs first. Termination of the treatment plan prior to completion of the case. Termination of this program. If an Eligible Person's Orthodontic coverage terminates (for reasons other than

termination of this contract) before completion of a course of Orthodontic treatment which began prior to such termination, then, benefits will be payable for Orthodontic Covered Dental Benefits incurred no more than three (3) months after the termination of Orthodontic benefits.

Exclusions: Charges for replacement or repair of an appliance. No benefits will be provided for services considered inappropriate and unnecessary, as determined by WDS or ODS. In no event shall charges for Orthodontic treatment incurred more than three (3) months after the termination of Orthodontic benefits be covered.

GENERAL EXCLUSIONS

1. Services for injuries or conditions which are compensable under Workers' Compensation or Employers' Liability laws, services which are provided to the Eligible Person by any federal or state or provincial government agency or provided without cost to the Eligible Person by any municipality, county or other political subdivision.
2. Dentistry for cosmetic reasons. Cosmetic services include, but are not limited to, laminates or bleaching of teeth.
3. Restorations or appliances necessary to correct vertical dimension or to restore the occlusion; such procedures include restoration of tooth structure lost from attrition and restorations for malalignment of teeth.
4. Application of desensitizing medicaments.
5. Experimental services or supplies whose use is not generally recognized by the ADA as tested and accepted dental practice.
6. Services with respect to treatment of temporomandibular joints (jaw joints).
7. Analgesics (such as nitrous oxide or I.V. sedation) or any other euphoric drugs, injections or prescription drugs.
8. Hospitalization charges and any additional fees charged by the dentist for hospital treatment.
9. Dental services started prior to the date the person became eligible for services under this program.
10. Broken appointments.
11. Patient management problems.
12. Completing insurance forms.
13. Laboratory examination of tissue specimen.
14. Habit-breaking appliances.

15. All other services not specifically included in this booklet as Covered Dental Benefits.

GLOSSARY

Alveolar _ Pertaining to the ridge, crest or process of bone which projects from the upper and lower jaw and supports the roots of the teeth.

Bitewing X-ray _ An x-ray that reveals the condition of the top visible part of the upper and lower molar teeth.

Caries _ Decay. A disease process initiated by bacterially produced acids on the tooth surface.

Crown _ That portion of the human tooth covered by enamel.

Endodontics _ That branch of dentistry which deals with the diagnosis and treatment of diseases of the dental pulp and tissues around the root end.

Exclusions _ Dental service not provided under a dental plan.

Filed Fees _ Specified fees for services which participating member dentists agree to accept as the total fee for the service performed.

Fluoride _ A substance when topically applied or applied to drinking water is effective in resisting tooth decay.

General Anesthesia _ A drug or gas which produces unconsciousness and insensibility to pain.

Implants _ A graft or insert set firmly onto or deeply into the alveolar area prepared for its insertion. It may support a crown or crowns, a bridge abutment, a partial denture, or a complete denture.

Inlays _ A dental filling shaped to the form of a cavity and then inserted and secured with cement.

I.V. Sedation _ A form of sedation where the patient experiences a lowered level of consciousness but is still awake and can respond.

Limitations _ Restricting conditions, such as age, period of time covered, and waiting periods, under which a group or individual is insured.

Nightguard _ An appliance used to treat the unconscious habit of gnashing or grinding of the teeth during the sleeping period or at times of stress.

Occlusal Adjustment _ Modification of the occluding surfaces of opposing teeth to develop harmonious relationships between the teeth themselves and neuromuscular mechanism, the temporomandibular joints and the structure supporting the teeth.

Onlays _ A restoration of the contact surface of the tooth that covers the entire surface.

Overdentures _ A removable denture constructed over existing natural teeth or implanted studs.

Panorex X-ray _ An x-ray system using two points of rotation to obtain a panoramic view of the dental arches.

Periodontics _ That branch of dentistry which deals with the prevention and treatment of diseases of the bone and soft tissues surrounding the teeth.

Plaque _ Flat masses of bacteria and debris on tooth surfaces.

Prophylaxis _ The control of dental and oral diseases by preventive measures, especially the mechanical cleansing of the teeth.

Prosthodontics _ That branch of dentistry which deals with the replacement of missing teeth or oral tissues by artificial means, such as crowns, bridges and dentures.

Restorative _ A process used to replace a lost tooth or part, or the diseased portion of one, by artificial means as with a filling, crown, bridge, or denture designed to restore proper dental function.

Root Planing _ A procedure done to smooth roughened root surfaces.

Sealants _ A resinous material designed for application to the surfaces of posterior teeth in order to seal the surface irregularities and prevent tooth decay.

Subgingival Curettage _ The process of removing or cutting diseased soft tissue surrounding the tooth.

Temporomandibular Joints _ The joint just ahead of the ear, upon which the lower jaw swings open and shut, and can also slide forward.

CLAIM REVIEW

Any eligible person may request a claim review by the Dental Consultant of WDS or ODS. The Dental Consultant has the authority to resolve questions concerning dental services or treatment. Such determination shall be final and binding unless appealed to the Plan in writing within sixty (60) days.

If appealed, the claim will be re-evaluated by both the Dental Director and a WDS or ODS consultant dentist, if necessary. If after review by the Dental Director and consultant, the matter is not resolved to the satisfaction of all parties involved, it may be appealed by the patient or the attending dentist to the Washington or Oregon State Dental Association Peer Review mechanism. Such decision shall be final and binding upon all parties unless within sixty (60) days after being apprised of, or learning of the action through the Peer Review mechanism, any person aggrieved thereby may appeal the matter to arbitration in accordance with the arbitration rules of the American Arbitration Association. Copies of these

rules are available upon request from the American Arbitration Association or the Dental Service Plan. If appealed to arbitration, the decision of the arbitrator shall be final and binding upon the appealing party and upon all other parties whose interests are affected.

SUBROGATION

To the extent of any amounts paid by the Dental Service Plan for an eligible person on account of services made necessary by an injury to or condition of his or her person, it shall be subrogated to his or her rights against any third party liable for the injury or condition. The Plan shall, however, not be obligated to pay for such services unless and until the eligible person, or someone legally qualified and authorized to act for him or her, promises in writing to:

- Include those amounts in any claim he or she makes against a third party for the injury or condition;
- Repay the Dental Service Plan those amounts to the extent that the proceeds of the eligible person's recovery from a settlement with a third party by reason of such injury or condition exceed his or her own portion of the total loss;
- Prorate any attorneys' fees incurred in the recovery; and
- Cooperate fully with the Dental Service Plan in asserting its rights under this program, to supply the Plan with any and all information and execute any and all instruments the Plan reasonably needs for that purpose.

What this means is that if you receive this program's benefits for an accidental injury and a liability claim is brought against another person who may have been responsible for the accident, benefits payable by the Dental Service Plan must be included in the claim, and when the claim is settled, the Plan must be reimbursed for the benefits provided.

SUMMARY PLAN DESCRIPTION

ADDITIONAL PLAN INFORMATION as required by the Employee Retirement Income Security Act of 1974 (ERISA)

NAME OF PLAN

WELFARE BENEFIT PLAN

PLAN SPONSOR

WEYERHAEUSER COMPANY, TACOMA, WA 98477

EMPLOYER I.D. NUMBER

91-0470860

PLAN NUMBER

602

PLAN ADMINISTRATOR

WEYERHAEUSER COMPANY, TACOMA, WA 98477

AGENT FOR SERVICE OF LEGAL PROCESS

On the Plan - The Plan Administrator or Mr. Alan Vandever, Secretary,
WEYERHAEUSER CO., TACOMA, WA 98477

On the Insurance Company - The Supervisory Official of the Insurance Department of the state, district, commonwealth, or territory in which you reside.

PARTICIPANTS

All permanent hourly rated employees of the Everett, Cosmopolis, Longview, North Bend, or Springfield branches of the Pulp and Paperboard operations of the Company.

TYPES OF COVERAGES

Dental Expense Benefits

TYPE OF ADMINISTRATION

The benefits under the Plan are administered through a contract with Washington Dental Service (WDS), 10700 Meridian Avenue North, Seattle, Washington 98125. This contract provides that claims of covered Oregon employees are administered for WDS by Oregon Dental Service.

PLAN RECORDS FISCAL YEAR

The financial records of the Plan are kept on a policy year basis ending on each June 30.

CONTRIBUTIONS

The cost of the Plan is paid with contributions by the Plan Sponsor.

STATEMENT OF ERISA RIGHTS

As a participant in the Weyerhaeuser Company Group Insurance Program, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974. ERISA provides that all participants shall be entitled to:

- i. Examine, without charge at the plan administrator's office and at other locations, such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents which the plan may have been required to file with the U.S. Department of Labor, such as annual reports and plan descriptions.
- ii. Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
- iii. Receive a summary of the plan's annual financial report. If the plan administrator is required to file an annual financial report

with the Federal Government, he must furnish each participant with a summary of this financial report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit, or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees.

If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

QUESTIONS REGARDING YOUR PROGRAM

If you are employed in the state of Washington, direct all questions regarding your dental program to:

Claims Services Department
WASHINGTON DENTAL SERVICE
P.O. Box 75688 - Northgate Station
Seattle WA 98125
(206) 522-2300

If you are employed in the state of Oregon, direct all questions regarding your dental program to:

Claims Services Department
OREGON DENTAL SERVICES
315 S.W. Fifth Avenue
Portland OR 97204
(503) 228-6554