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Title: **Longview Fibre Company and Association of Western Pulp and Paper Workers (WPPW) Local 153 (2000)**

K#: **1226**

Employer Name: **Longview Fibre Company**

Location: **WA Longview**

Union: **Association of Western Pulp and Paper Workers (WPPW)**

Local: **153**

SIC: **2621**

NAICS: **322112**

Sector: **P**

Number of Workers: **1500**

Effective Date: **06/01/00**

Expiration Date: **05/31/06**

Number of Pages: **192**

Other Years Available: **Y**

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LABOR AGREEMENT

June 1, 2000

This LABOR AGREEMENT is made by and between the LONGVIEW FIBRE COMPANY, LONGVIEW MILL, hereinafter referred to as the "COMPANY," and the ASSOCIATION OF WESTERN PULP AND PAPER WORKERS acting through its LOCAL UNION No. 153, hereinafter referred to as the "UNION".

SECTION 1 - RIGHTS OF THE PARTIES

The Union has all 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.

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 right of the Company to conduct all its business in all particulars except as modified by the subsequent sections of this Agreement.

SECTION 2 - RECOGNITION

The Company recognizes the Union as the sole collective bargaining agent of all employees of the Company employed in the Longview Mill, 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. 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 calendar day following his date of employment or the date of execution of this Agreement, whichever is the later.

- B. The Union may request the Company to discharge an employee on account of his failure to become and/or remain a member of the Union as required by this Section 3. Any such request shall be in writing and shall include written evidence offered in support thereof, and copy shall be delivered to the Company and the employee involved.

Within ten (10) days after receipt by both the Company and the employee of such request, and after the Company has held a hearing, if demanded by any affected party, the Company shall determine and in writing notify the Union and the employee of its findings. If such findings be adverse to the employee, he shall thereupon be discharged, effective as of the commencement of his next shift. If such findings be unsatisfactory to the Union, the matter may be carried through the grievance procedure starting with Step II of Section 29.

SECTION 4 - PAYROLL DEDUCTION OF UNION DUES

Upon the filing with the Company, by the Financial Secretary of the Local Union, of a written authorization, in the form set forth below, signed by any individual employee who is a member of said Local Union, the Company during the life of this Agreement will deduct from the wages due such employee the amounts specified in said authorization on account of Union initiation fees and dues. Each such authorization shall be irrevocable until the termination 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.

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.

AUTHORIZATION FOR PAYROLL DEDUCTION

Date _____

To LONGVIEW FIBRE COMPANY
LONGVIEW, WASHINGTON 98632

I hereby declare that I am a member of Local No. 153 of the Association of Western Pulp and Paper Workers and; in accordance with Section 3 of the Labor Agreement, to which I am a party through my collective bargaining agency, I hereby voluntarily assign to the Local Union from the wages due me from the Company the amount of my regular Union dues; and I authorize and direct the Company to deduct such amount from my said wages and to pay the same over to the Financial Secretary or other authorized representative of the Local Union, upon his receipt therefor in the name of said Local Union, I agree that this authorization cannot be revoked by me until the termination of the Labor Agreement or until the expiration of one year from the date of this authorization, whichever occurs sooner; and I further agree that this authorization shall thereafter remain in force until further written notice from me to the Company.

In addition, I voluntarily assign to the said Local Union from the wages due me from the Company on the first payday after this authorization becomes effective, the sum of \$_____ on account of initiation fees or back dues; and I authorize and direct the Company to deduct such amount from my said wages and similarly to pay the same to the said Local Union.

(Signature of Employee)

(Clock Number)

I hereby certify to the Company above named that the above authorization was signed in my presence by

(Print Name of Employee)

and that he is a member of Local No. 153 of the Association of Western Pulp and Paper Workers and that until and unless I notify you in writing of any change, the regular Union dues payable by the said employee are \$_____ per month.

Financial Secretary, Local 153
or other authorized representative

The Company shall pay over to the Financial Secretary of the Local Union the amount of deductions made in accordance with authorization filed and shall receive therefor the written receipt of the said Financial Secretary in the name of the Local Union. The details as to making of deductions and payments of same to the Local Union shall be arranged by the said Financial Secretary and the Company in such 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.

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 - NONDISCRIMINATION

Neither party shall discriminate against any person because of race, color, religion, age, sex, national origin, disability, or veteran status.

SECTION 6 - NO INTERRUPTION OF WORK

It is agreed there shall be no strike, walkout, refusal to report for work, or other interruption of work by the Association of Western Pulp and Paper Workers, the 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.

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, neither the Association of Western Pulp and Paper Workers nor the Local Union shall be subject to financial liability for such violation provided that the Association of Western Pulp and Paper Workers and the Local Union involved immediately after the beginning of such violation shall have (i) publicly declared such action a violation of this Agreement, and (ii) 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.

A refusal to report for work as used in this Section 6 applies only to a refusal arising out of or related to a labor dispute.

SECTION 7 - HOLIDAYS

- A. There shall be fourteen (14) holidays each year (June 1 through May 31) during the period June 1, 2000 through May 31, 2006, namely:

<u>Designation</u>	<u>Length (Hours)</u>	<u>Starting Time</u>	<u>Ending Time</u>
New Year's Day	24	8 a.m. Jan. 1	8 a.m. Jan. 2
Memorial Day	24	8 a.m.	8 a.m.
July 3	24	8 a.m. July 3	8 a.m. July 4
Independence Day	24	8 a.m. July 4	8 a.m. July 5
Labor Day	24	8 a.m. Monday	8 a.m. Tuesday
Thanksgiving	24	8 a.m. Thanks	8 a.m. Friday
Day before			
Christmas	24	8 a.m. Dec. 24	8 a.m. Dec. 25
Christmas Day	24	8 a.m. Dec. 25	8 a.m. Dec. 26
Floating Holiday	24	8 a.m.	8 a.m.
Floating Holiday	24	8 a.m.	8 a.m.
Floating Holiday	24	8 a.m.	8 a.m.
Floating Holiday	24	8 a.m.	8 a.m.
Floating Holiday	24	8 a.m.	8 a.m.
Floating Holiday	24	8 a.m.	8 a.m.

Employees who work four (4) or more consecutive hours on July 3, Independence Day, Day Before Christmas, or Christmas Day, shall be given one (1) additional floating holiday for each four or more consecutive hours worked on each such holiday, subject to the provisions of paragraph 5 of this Section 7, not to exceed two (2) additional floating holidays in a calendar year.

On a holiday there are no restrictions upon any work scheduled by the Management.

- B. In each department the time of ending of each holiday specified in paragraph A, above, 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 Management and the Union Standing Committee.

- C. Subject to compliance with all the conditions set forth below, an employee who is on the payroll of the Company on any one of the holidays listed in paragraph A of this Section 7 will be granted eight (8) hours' holiday pay plus such additional compensation to which he is entitled under other sections of the Agreement.

- I. Holiday pay for time not worked will be computed at the higher of:

- a. the straight-time rate of the job to which the employee is assigned on the date the holiday occurs, or at the straight-time rate of the job to which he is assigned on his last shift just preceding the holiday in those cases where he is not scheduled to work on the holiday, or
- b. the weighted average straight-time hourly rate paid to the employee in a 52-week period ending in May of the year, adjusted for the change, if any, in his average rate effective on the first day of June next preceding the holiday. Said average rate (i) for an employee who worked at the same job rate during the entire 52-week period is that job rate, and (ii) for an employee who worked at more than one job rate in the prior contract year shall be determined by the following procedure: Multiply the number of hours he worked in said year at each job rate by that job rate; add the amounts so computed; and divide the sum by the total number of hours he worked in said year.

- i. If the employee has accepted extra work during the shutdown of his job, department or Mill which does not exceed seven (7) consecutive days' duration just prior to the holiday and which shutdown extends into the holiday, he will receive his holiday pay for time not worked at the rate of the job to which he was assigned on the last day just preceding such shutdown or at the rate of the job on which he works during the shutdown, or the weighted average rate, whichever is higher.
2. The employee must have been on the payroll for not less than ninety (90) days just preceding the holiday, and must have worked at least 260 hours during such ninety (90) days, provided, however, that the 260-hour requirement shall be modified in the following situations (these hour requirements do not apply to floating holidays):
 - a. Any employee whose failure to work the 260 hours was caused by a curtailment of operations shall be deemed to have met the requirement if he has been on the payroll of the Company for the 180 days just preceding the holiday and has worked at least 520 hours during such 180 days.
 - b. Any employee whose failure to work the 260 hours was due to absence caused by an illness or nonoccupational accident for which Sickness and Accident Benefits are payable to the employee under the Company's Group Benefit Plan shall be deemed to have met that requirement as to any holiday falling during the first six (6) months of such absence.
 - c. Any employee whose failure to work the 260 hours was due to absence caused by industrial injury shall be deemed to have met that requirement as to any holiday falling during the first twelve (12) months of such absence recognized by the Industrial Insurance Act.

- d. In the case of a returned serviceman who has returned to work prior to a holiday, and who otherwise qualifies for holiday pay, the Company will waive the requirement of working 260 hours in the ninety (90) days just prior to the holiday.
 - e. Hours spent on authorized paid vacation limited to eight (8) hours per day and forty (40) hours per week will be counted toward the 260-hour qualifying requirement.
 - f. Hours credited under subparagraph 2 of paragraph C of Section IV of Exhibit A shall be counted as hours worked for the purpose of qualifying for holiday pay.
3. The employee must have worked his scheduled workday before and his scheduled workday after such holiday, unless failure to work his scheduled workday before or after the holiday was due to any of the following events:
- a. When the employee is on his regularly authorized paid vacation.
 - b. When the employee is unable to work by reason of an industrial accident as recognized by the *Industrial Insurance Act*.
 - c. When the operation in which the employee is engaged is curtailed or discontinued by the decision of Management and which curtailment or discontinuance changes or eliminates the employee's scheduled workday before or his scheduled workday after such holiday.
 - d. When a trade in shifts agreed upon between employees and approved in advance by Management results in a temporary change of the scheduled workday before or scheduled workday 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 prevents the employee from working all or part of his scheduled workday before or his scheduled workday after a holiday, provided the employee affected, or the Local Union in his behalf, brings the case to Management's attention within a reasonable time and Management 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 scheduled workday before and/or after such holiday and has received the written approval of Management. Failure to grant approval will not be subject to the adjustment procedure but the Union Standing Committee may discuss with the Company any action which appears to it to be discriminatory.

D. It is understood and agreed, however, that an employee shall not receive the holiday pay provided above in paragraph C of this Section 7 if he is directed to work on his regular job (or relief job if 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 Management prevents his working on such holiday.

E. Floating Holiday:

- 1. Each employee who has been on the payroll one (1) year or more shall be entitled to the floating holidays specified in paragraph A of this Section 7 at dates he selects with the consent of his supervisor. Notice of two (2) weeks in advance is required unless waived by the Company. The date requested need not be granted if to do so would create an undue relief problem. Once a date for a floating holiday has been requested and approved in writing by the employee's supervisor, the employee shall not be required to work on such approved floating holiday. Requests for floating holidays will not be considered more than three (3)

weeks in advance. Requests are to be considered on a first-come, first-served basis. Requests to change an agreed date will only be considered if made one (1) week in advance.

2. If any employee fails to take one or more of his floating holidays before June 1, he shall be paid for same in lieu thereof.

An employee may request in writing on or before May 1 of a contract year to defer one or more floating holidays earned but not taken in that contract year, for use in the subsequent contract year, in lieu of payment therefor. When taken or paid in lieu of taking, as provided below, deferred floating holidays shall be paid at the rate as if payment had been made at the end of the contract year such floating holidays were earned. Deferred floating holidays will be taken before floating holidays earned in a current contract year. If any deferred floating holiday is not taken on or before May 31 in the contract year subsequent to which it was earned, it shall be paid in lieu of taking as above provided.

A floating holiday to which an employee is entitled shall, upon his written request, be paid retroactively to cover any day during the contract year in which the employee was absent from work for a bona fide sickness.

SECTION 8 - WAGES

- A. Subject to adjustments in job rates as provided in paragraph B, below, and to additions (if any) of new jobs as provided in paragraph C, below, the Company shall pay the applicable wage rates set forth in Exhibit A attached hereto and made a part hereof. For the purposes of this Section 8, a new job is one which is not listed in Exhibit A and which either (i) in material degree can be clearly distinguished from any listed job as to skill required, duties or responsibilities, or (ii) results from a major recombination of previously existing duties.

B. Adjustments in job rates may be made as below provided.

1. The computed ceiling cost to the Company (i.e., aggregate increased cost in wages paid to job rate adjustments made pursuant to this section) shall be \$60.00 for the period beginning June 1, 2000. If any job(s) is permanently eliminated during the term of this Agreement that has received a rate adjustment with this allotment, the amount of such adjustment will be reallocated for adjustment of another job(s) in accordance with this section.
2. Subject to the applicable ceiling cost, adjustments to selected jobs may be made on mutual agreement of the Company and the Union; provided, however, that the amount specified in paragraph B, subparagraph 1, above, is not to be used as a general wage increase or to be applied to create a rate incompatible with the rates listed in wage rates of Exhibit A. Upon written request from the Union, the Company at its sole discretion may furnish such information as it has, relevant for the purposes hereof.
3. In determining that the applicable ceiling cost specified in paragraph B, subparagraph 1, above, has not been exceeded, the cost to the Company for each rate adjustment shall be the amount of said adjustment times the number of employees actively working on the job involved as of June 1, in each period specified in paragraph B, subparagraph 1, above; provided, that if a job is intermittently manned (for example, the wood mill) the number of jobs recognized for the purposes of this provision shall be adjusted to reflect the average operation in the preceding twelve (12) months.
4. The job rates to which adjustments hereunder may be allocated are those rates in Exhibit A, other than rates for mechanics and helpers.
5. No job rate adjustments other than those above provided for will be made.

6. During the term of this Agreement the Company and the Union may upon mutual agreement, jointly apply to utilize the services of the Job Analysis Plan maintained and operated by TOC Management Services and the Association of Western Pulp and Paper Workers for the appropriate jobs at the Longview Mill, and upon acceptance, to execute the necessary documents to comply with all the rules, regulations and procedures of that Plan. Upon execution of such documents, the then applicable Agreement between TOC Management Services and the Association of Western Pulp and Paper Workers, setting forth the rules, regulations and procedures of the Job Analysis Plan will become incorporated by reference and made a part of this Labor Agreement and will supersede and replace paragraphs A, B and C of this Section 8 and any other provisions of this Labor Agreement in conflict with said Job Analysis Plan.

C. Rates for new jobs.

Prior to the start-up of a new job (as defined above in A) the Company will give the Union a written description thereof and the Union and the Company representatives shall meet within seven (7) days with the objective of agreeing on the rate, consistent with Exhibit A adjusted as above provided for in paragraph B; and failing agreement, the Company shall establish and pay a rate it considers appropriate; such rate as above established to be tentative for a period of six (6) months from the start-up of the new job.

Six (6) months after the start-up of such new job, the Company will furnish to the Union revisions to the job description, if any, and within seven (7) days the Union and the Company representatives shall meet with the objective of agreeing on a permanent rate consistent with Exhibit A adjusted as above provided in paragraph B; and failing agreement the Company shall establish and pay a rate it considers appropriate. The permanent rate if adjusted upward from the tentative rate shall be retroactive to the date of start-up of the new job and paid as applicable to the employees then on the payroll and to those not then on the payroll who apply in writing for same within six (6) months.

If a new permanent job rate is thus established without agreement by the Union, at the next following contract negotiations, said rate shall be subject to collective bargaining and if upward adjustment is agreed upon, it shall be applied retroactively to the date said job commenced operation, and paid as applicable to the employees then on the payroll and to those not then on the payroll who apply in writing for same within six (6) months.

D. Rates when moved from regular job.

1. Whenever an employee is moved from his regular job to a higher rate job, he shall receive the higher rate. An employee shall be deemed to be moved to a higher rate job when he takes over the duties and responsibilities of that job without the guidance of the employee who is breaking him in, and 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 regular job.
2. Whenever, for the convenience of the Company, an employee, during his regular shift is temporarily moved from his regular job to a lower rate job and his regular job is still available, the employee shall receive his 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 regular shift or on his "day off" in order to fill some emergency vacancy existing, he is to receive his regular rate.
4. When an employee is directed to work for a temporary period on any suitable job other than his regular job, whether or not his regular job is available to him, he shall receive the rate of his regular job or the rate of the job to which he is moved, whichever is higher. When an employee's regular job is not available to him and he is offered work for the temporary period on any other job, he may elect to lay off instead of moving to the job offered at the rate for that job.

5. Where used in this paragraph, a suitable job means one for which the employee has necessary clothing and which he is physically able to perform without unreasonable hazard to his health or to the safety of himself, fellow workers, and equipment.
6. When an employee at his own request and for his own convenience is temporarily assigned extra work before or after his regular shift, or on his "day off," 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 he is to receive before going on the job.
9. Where used in this paragraph, 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, he may request the Union Standing Committee to discuss the matter with the Company and such period shall terminate unless the 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 workweek 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.
- B. The employee's workweek will normally be five (5) days insofar as it is practicable to schedule the normal 40-hour week in a period of five (5) days.

- C. Employees are not guaranteed any number of hours of work in any week.
- D. No employee shall work in excess of eighteen (18) consecutive hours. For the purposes of this paragraph D, the hours shall be arrived at by excluding unpaid meal periods (which however are not deemed to break the consecutive period) and including paid meal periods. Whenever an employee works more than sixteen and a half (16½) hours in one (1) day or one (1) consecutive period, he shall receive four (4) hours' pay in addition to all pay due under Exhibit A.
- E. No regular short shifts may be scheduled. This prohibition does not extend to a shift short because of time change or short due to curtailment.
- F. No employee shall be required to work double shifts on two (2) consecutive days without his consent. As far as is practical the Company will avoid working any employee more than one (1) double shift in any one (1) period between his two (2) successive designated days off.
- G. No employee shall be required to work a double from the graveyard shift without his consent if a qualified replacement can be obtained.
- H. An employee will not be required to do supplementary work which will interfere with the employee's performance of the job to which he is then assigned, provided however, that nothing in this rule shall be construed to prevent changes in job content.

Note: See Work Rules regarding rest periods and employees trading day, shift, or hours of work.

SECTION 10 - DEFINITIONS

Whenever used in this Agreement, including Exhibits, the male noun or pronoun is used to include the female noun or pronoun, where applicable, and:

- A. The word EMPLOYEES means all the employees of the Company employed in the Longview Mill 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 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. in the Mill, not to exceed three (3) hours.
- E. The word **WEEK** means a period of seven (7) consecutive days beginning at 8:00 a.m. on Monday or at the regular hour for changing shifts nearest to 8:00 a.m. on Monday.
- F. The word **MILL** means the entire manufacturing facility, at Longview, in which the employees are covered by this Agreement.
- G. The words **LOCAL UNION** mean the local concerned in which employees of the Company are members and which shall act as the representative of the Association of Western Pulp and Paper Workers in the performance of those provisions of this Agreement which provide for action of a Local Union.
- H. The words **UNION STANDING COMMITTEE** mean a committee designated by the Union which shall represent the Local Union concerned in the performance of those provisions of this Agreement which provide for action by a Union Standing Committee.

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 he is working on an established work schedule during which time 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 designated day off of any employee and any scheduled day off for the same employee shall be consecutive. "DESIGNATED DAY OFF" means the second day off in a week when applied to an employee who has two (2) assigned days off in that week and means the single assigned day off when applied to an employee who has one (1) assigned day off in that week. "SCHEDULED DAY OFF" means only the first day off in a week when applied to an employee who has two (2) assigned days off in that week.
- 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 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 an employee in a week in which a holiday specified in Section 7 occurs.
- D. An employee who has been required to work on his assigned day or days off shall not be laid off on one of his scheduled workdays in the same week solely for the purpose of limiting his hours of work to forty (40).

- E. In cases where an employee is temporarily off work because of a shutdown of his job, department or Mill 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 starting time, designated day off and scheduled day off, shall be deemed to have been voided and shall no longer be in effect.
- F. With respect to those employees whose work schedules are such as to make it difficult or impossible to exercise their privilege of voting in a general election, management will, at the request of the employee, arrange for modification of the employee's schedule of work so as to provide him adequate time in which to vote.
- G. Departmental work schedules will be posted weekly for the following week's work schedule. Employees who are away from the mill site, for reasons such as vacation, leave of absence, etc., and are therefore unable to view the posted schedule for the following week, are responsible to call in or otherwise check their schedule for changes. If there are changes to the posted schedule, the employee(s) will be personally notified by the Company of such a change. The Company need only make a reasonable attempt to contact persons off the mill site (on vacation, etc.) to advise them of the schedule change.

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, he shall receive an allowance of three (3) hours' pay at his 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 assigned day or days off and he is subsequently notified not to report less than thirty-six (36) hours prior to the start of such work, he

shall receive an allowance of three (3) hours' pay at his straight-time rate.

- C. In case any employee has commenced work on his regularly scheduled shift, he shall receive a minimum of four (4) hours' pay at his straight-time rate.

SECTION 13 - CALL TIME

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:

- A. Call Time will be paid if, in accordance with instructions from Management, an employee works on an approved floating holiday as defined in Section 7, Independence Day, Day before Christmas or Christmas. Call Time is payable for each separate and distinct shift worked on an approved floating holiday, Independence Day, Day before Christmas or Christmas, wherein any of the shift hours fall within the defined holiday period.
- B. Call Time will be paid if, in accordance with instructions from Management, an employee works on his designated day off as defined in Section 10 and Section 11 subject to the following exceptions marked 1 and 2:
1. When an employee works beyond his shift into his designated day off for a period not to exceed four (4) hours, no Call Time is payable.
 2. When an employee starts his following day's work within his designated day off, no Call Time is payable if the period of work within the day off does not exceed two (2) hours and if at least thirty-six (36) hours' notice thereof, has been given prior to the start of such work.
- C. Call Time will be paid if, in accordance with instructions from Management, an employee works on his scheduled day off as defined in Section 10 and Section 11, subject to the following exceptions marked 1 and 2:

1. When notice of the work on his scheduled day off is given at least thirty-six (36) hours prior to the start of such work, no Call Time is payable.
 2. When an employee works beyond his shift into his scheduled day off for a period not to exceed four (4) hours, no Call Time is payable.
- D. Call Time will be paid if, in accordance with instructions from Management, an employee punches out, either during or at the end of his regular shift and reports for work again in the same day subject to the following exceptions marked 1, 2, 3 and 4:
1. When the additional period of work in the same day results from a reasonable meal period, no Call Time is payable.
 2. 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.
 3. 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 two (2) hours and if at least thirty-six (36) hours' notice thereof, has been given prior to the start of such work.
 4. This paragraph D, relating to a recall to work or a separate shift in the same day in addition to an employee's regular shift, is intended to require the payment of Call Time regardless of whether the employee reports for the separate and additional period of work in the same day before he reports for his regular shift or after he punches out from his regular shift provided it is actually a separate period of work apart from his regular shift and does not extend into or out of his regular shift.

- E. Call Time will be paid if, in accordance with instructions from Management, the starting time of an employee's work is changed to a new starting time either earlier or later than the previously established starting times subject to the following exception marked 1:
1. 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.
- F. Call Time will be paid if, in accordance with instructions from Management, an employee works during an approved and scheduled vacation period as defined in Section 24. Call Time is payable for each separate and distinct shift worked during the approved vacation period. Only one Call Time is payable for each continuous period of work. The following exceptions apply:
1. When an employee works beyond his shift into his designated vacation period for a time not to exceed four (4) hours, no Call Time is payable.
 2. When an employee starts a scheduled shift within the vacation period, no Call Time is payable if the period of work within the vacation period does not exceed two (2) hours and if at least thirty-six (36) hours' notice thereof, has been given prior to the start of such work.
- G. Call Time is payable for work on an approved floating holiday, Independence Day, Day before Christmas, Christmas, or on a designated day off even when such work is at the employee's request. It is understood, however, that when an employee's designated day off is traded for another day off in the same week at his request and for his own convenience, with Management's consent but not at Management's request, no Call Time is payable, and such a change in day off, made at the employee's request is not to be considered a transfer initiated by the Company as outlined in paragraph B of Section 11.
- H. Certain privileges, such as working on an employee's scheduled day 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. Management grants those privileges when approved by the employee's foreman. 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.

- I. In case where an employee is temporarily off work because of a shutdown of his job, department or Mill 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 starting time, designated day off and scheduled day off, shall be deemed to have been voided and shall no longer be in effect.
- J. 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.
- K. It is agreed that the starting time of an employee's work may be changed at any time by the Management.
- L. It is further understood and agreed that in the payment of Call Time on the basis provided in this Section 13, not more than one basis shall be used to cover the same period of work, except that Call Time for work on an approved floating holiday, Independence Day, Day before Christmas or Christmas will be applied in addition to Call Time, if any, due on any other basis. Call Time will not be added to or paid in lieu of allowances, payable under Section 12 or Section 14.
- M. 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 assignments.
- N. Notice will be given by the timely posting of a work schedule or, in the case of any change in the posted schedule, the employee will be personally notified by the Company of such a change.

SECTION 14 - ALLOWANCES FOR FOURDRINIER WIRES

Paper machine hands who put on a Fourdrinier wire and/or press felt(s) at a time other than their regular shift shall be paid for the time worked plus three (3) hours but not less than a total of four (4) hours. The above shall also apply to paper machine hands when working on machines other than their own.

Paper machine hands assigned to put on a Fourdrinier wire and/or press felt(s) on their own machine during their regular shift shall be paid for the time worked plus two (2) hours, and in no case shall more than two (2) hours be allowed.

Paper machine hands who are called to put on a Fourdrinier wire and/or press felt(s) before their regular shift is scheduled to begin, without thirty-six (36) hours notice, shall receive, in addition to the premium provided above, a payment of three (3) hours at their straight-time rate and such payment shall be limited to one per call back. If paper machine hands are asked to remain after their shift is scheduled to end to put on a Fourdrinier wire and/or press felt(s) only one premium of three (3) hours shall be paid plus the time worked.

All machine wash up by machine hands done preparatory to and in conjunction with putting on a Fourdrinier wire and/or press felt(s) shall be construed as wire time and/or press felt time and paid for as such. For the purpose of determining the payment of wire and/or felt time under this paragraph, preparatory wash up shall be considered to commence after a wire or felt on the machine is cut for the purpose of changing the wire and/or felt.

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.

If an employee as provided in this section is required to work on both a Fourdrinier wire and press felt(s) or two or more press felts in the same machine shutdown period, only one allowance shall be provided.

SECTION 15 - STARTING AND STOPPING WORK OF TOUR WORKERS

When a tour begins, each tour worker is required to be in his place. At the end of a shift no tour worker shall leave his place to wash up and dress until his mate has changed his clothes and reported to take on responsibility of the position. If a tour worker does not report for his regular shift, his mate shall notify the foreman. He shall then remain at his post until a substitute is secured and, if necessary, he shall work an extra shift. It is the duty of a tour worker to report for his regular shift, unless he has already arranged with his foreman for a leave of absence. If unavoidably prevented from reporting, he must give notice to his foreman, or at the office, at least four (4) hours before his tour goes on duty.

The requirement in Section 15 that a tour worker remain until his mate reports does not apply to a tour worker for whom no mate has been scheduled to report.

SECTION 16 - STARTING AND STOPPING WORK OF DAY WORKERS

- A. Day workers shall be at their respective posts ready to begin work at the time their pay starts and shall not quit work in advance of the time their pay stops. For example, if a mechanic's pay time is from 8:00 a.m. to 12 noon, and from 1:00 p.m. to 5:00 p.m., he shall be at his post ready to work at 8:00 a.m. and 1:00 p.m., and shall not quit work until 12 noon and 5:00 p.m.
- B. For purposes of interpreting paragraph A, above, ready to begin work shall mean that the employee is to be at the place where he normally is required to start his day's work.

SECTION 17 - DISCIPLINE

A. General:

- 1. Discharge, suspension or letter of reprimand of an employee (not including a temporary suspension pending consideration of discharge) shall be based on just and sufficient cause with full explanation given to

the employee in writing. A member of the Union Standing Committee will be notified of a discharge or suspension within thirty-six (36) hours of the action being taken, Saturdays, Sundays and holidays excluded.

2. All Company mill rules, safety rules, and causes for disciplinary action, including causes for immediate discharge, now in force or hereafter adopted by the Company shall be observed by all employees. The final determination of any such rule or cause for disciplinary action, presently in effect or hereafter adopted, shall be based on being fair and reasonable, not arbitrary, or not otherwise inconsistent with the terms of this Labor Agreement. The Union shall be notified and consulted when new rules or changes are hereafter adopted and in the case of disagreement, the Union may grieve a new or changed rule or cause for disciplinary action in accordance with the procedure outlined in Section 29, Adjustment of Grievances. Failure to comply with Company rules, provided that such rules shall be posted at each department where they may be read by employees or otherwise disseminated to employees, will be cause for disciplinary action, up to and including discharge.

B. Disciplinary History Record:

1. Each formal discipline will have an expiration date of not more than three (3) years or, if no expiration date is shown, a formal discipline will expire in one (1) year. Formal discipline for problems concerned with unsatisfactory attendance will have an expiration date of no longer than one (1) year.
2. Upon the expiration date of a formal disciplinary action, all reference to that formal discipline will be obliterated from the employee's history record and the reprimand will be destroyed; providing no additional formal discipline has been given prior to the expiration date of the last reprimand. It is understood that the Company may effect a program of progressive discipline for certain offenses and that records of

formal discipline (including attendance) not expiring prior to the next formal disciplinary action will remain in the employee's record until the last formal discipline in the disciplinary progression has expired.

C. Record of Formal Disciplinary Action:

1. At any meeting where an employee will receive formal counseling or a record of reprimand, a shop steward from the employee's department will attend. Written copies of such formal disciplinary action will be furnished to the employee and the Union.
2. A member of the Union Standing Committee, if available, will attend any meeting where an employee is to receive a letter of reprimand. If a member of the Union Standing Committee is not available, a shop steward will attend the meeting. The Local Union and the employee will each receive a copy of the letter of reprimand.
3. Informal discussions are not a part of the Formal Disciplinary Procedure.

D. Suspension and Discharge:

1. The Chairman of the Union Standing Committee, if available, will attend as an observer any meeting where disciplinary action in the form of suspension or discharge is to be taken against an hourly paid employee.
2. If the Chairman of the Union Standing Committee is not available, then one of the following persons will attend, it being understood that preference for persons attending will be in the order listed:
 - a. Acting Chairman of the Union Standing Committee
 - b. Member of the Union Standing Committee
 - c. Elected Local Union Official

- d. Shop Steward from employee's own department, if available.

SECTION 18 - BULLETIN BOARDS

The Company shall supply adequate enclosed official bulletin boards for the use of the Local Union in posting of officially signed bulletins.

SECTION 19 - SAFETY

- A. Supervisors are to confine their instructions and procedures within the generally accepted standards of safe practices.
- B. All employees and the Company are to comply with all safety rules established by the Company from time to time. The Company will meet and discuss with the Union Central Safety Committee any new rules or proposed changes to existing rules. In the event differences cannot be resolved and the new rule or proposed changes agreed upon, the Company may implement such rule or changes and the Union may proceed in accordance with paragraph H, below. Existing rules in effect on the date of execution of this Agreement are hereby jointly approved.
- C. There shall be established in the Mill a Central Safety Committee composed of equal members from Management and the Local Union, with four (4) members of Management and four (4) members from the Local Union. The Union Safety Committeemen shall be selected by the Local Union.
 - 1. Central Safety Committee meetings shall be held at least once per month.
 - 2. The Central Safety Committee shall establish inspection committee organization and procedures as required in paragraph D, below.
 - 3. The Central Safety Committee shall review all lost time injury reports.

4. The Mill Manager and the Local Union President, or their designee, may attend Central Safety Committee meetings.
- D. All departments of the Mill will be covered by a safety inspection once per year.
1. The inspection team will be composed of an employee from the Industrial Relations Department, a supervisor from the department involved and a representative chosen by the Union. By mutual agreement of the inspection team, other persons may be invited to accompany the inspection team.
 2. Copies of inspection reports will be given to the Central Safety Committee, the Local Union, the Mill Manager and the department involved.
- E. Any serious accident that causes an injury resulting in an employee's loss of one or more complete days of work shall be jointly investigated. Following a joint preliminary review of the facts, the designated Company representative and Union representative may agree that a formal investigation is unnecessary. Formal investigations of such accidents will be held where the cause of the accident or corrective action therefore is uncertain. The accident investigation committee shall include a Union member designated by the Union, and a representative designated by the Company.
- F. During the term of this Agreement, hourly employees in the Mill, designated by the Union (but not to exceed 10 percent [10%] of the hourly employees), may be given an approved First Aid course each year. An employee who successfully completes a First Aid course will be compensated for time spent in the course up to ten (10) hours at his straight-time hourly rate.
- G. Departmental meetings in which safety is discussed shall be held at least once a month.
- H. Should there be any dispute between the Local Union and Management, complaint, or grievance of any employee involving safety in the Mill; such dispute, complaint, or

grievance shall be subject to the grievance procedure as outlined in Sections 29 and 30 of this Agreement. However, if an appeal reaches an arbitrator, the arbitrator's decision will be limited to determining whether the action taken by the Company concerning the alleged dispute, complaint or grievance involving safety in the Mill, is fair and reasonable, not arbitrary, nor otherwise inconsistent with the terms of this Labor Agreement.

- I. Noise abatement will be pursued to the extent practical in all areas where a potential noise hazard exists. If noise abatement is not effective in such an area, necessary ear protection will be provided at the expense of the Company.
- J. Cost of all protective safety equipment required by the Company or by law in the course of employment, will be paid for by the Company with the exception of footwear and prescription safety glasses except as below provided:
 1. The Company will provide an employee who has completed at least six (6) months of service prior to the beginning of a contract year up to \$75.00 as reimbursement for the purchase of one or more pair of safety shoes purchased during the contract year through the Company if such shoes are fitted to the individual employee. The Company will reimburse an employee hired during a contract year up to \$75.00 for one or more pair of fitted safety shoes purchased through the Company after such employee has completed six (6) months of employment. An employee may defer the reimbursement of the purchase of safety shoes to which he was entitled during a contract year for use in the following contract year. The employee will be reimbursed up to the value of the fitted safety shoes purchased in the subsequent year not to exceed the combined allowance for the two years. [For purposes of this provision, "Contract Year" shall be June 1 through May 31.]
 2. Except for the initial purchase made during the first six (6) months of employment, the Company will provide safety glasses with permanently fixed side shields fitted to the employee's prescription where required by the

Company or by law in the course of employment. The cost of the first pair of required prescription safety glasses with permanently fixed side shields purchased during the first six (6) months of employment will be reimbursed to the employee upon completion of six (6) months of employment. Replacements resulting from damage or prescription change will be purchased by the Company upon return of the previously furnished glasses.

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 Work Rules established hereunder, the following definitions apply:

1. *MILL means the entire manufacturing facility 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 Management 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. TRANSFERS 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.
13. LAYOFF POOL(s) means a pool(s) comprised of jobs designated by the Seniority Work Rules for the purposes of permitting qualified senior employees, who otherwise would be laid off from work, to exercise their seniority.

B. Guidelines

1. The written Seniority Work Rules at the Mill in effect as of the date this contract is executed (which effectuate the application of seniority as provided in this Section 20) shall continue in effect during the period of this Agreement, subject to change only as provided in Section 21. Rules shown on progression ladders are included under this paragraph B-1.

2. In all cases of layoff, except as specifically covered in Work Rules, extending longer than the beginning of the third week following the day his layoff starts, a qualified senior regular employee will not be continued on layoff as long as a junior employee is working on 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 to the provisions of paragraphs 2 and 3, above, are:
 - a. Exceptions agreed to by the Company Standing Committee and the 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: (i) Permanent openings on the bottom rung, and (ii) 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 Management shall have the right to:
 - a. Establish progression ladders or change or eliminate existing progression ladders in accordance with subparagraph B-5-c, below. However, any employee adversely affected by such an action by Management has the right to pursue a grievance pursuant to all of the provisions in paragraph 7.
 - b. Progression ladders will be structured so that no rung on the ladder will carry a rate lower than the rung below it carries.
 - c. Existing progression ladders will not be changed without mutual agreement except where there are rate changes to conform with subparagraph 5-b,

above; or, where a change in (or elimination of) product mix, methods, or equipment is involved, or where a new product or equipment is involved. In all cases prior consultation with the Union Standing Committee is required.

6. The parties agree that a job opening on any rung of a ladder above the bottom rung shall be filled by the qualified employee having the most progression ladder seniority then on the rung next below the rung that is to be filled. The specific application of this paragraph will be in accordance with any applicable Work Rule.
7. Any dispute, arising out of the claim that an employee's job rights based on his seniority have been adversely affected by the Company's application of governing Work 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 (i) directing the placement of an employee on a job giving effect to his seniority and qualifications and (ii) 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 29.
8. The Union and only the Union may process a progression ladder change grievance through arbitration where compliance with subparagraph B-5-c. is in dispute.
9. In the event that the Company permanently eliminates a job classification or discontinues its use for six (6) or more months in any twelve (12)-month period, through new equipment, an employee who has five (5) years or more service on the date of the job elimination, who had been regularly and continuously assigned to said job for one (1) year or more on the date the said job

was eliminated, shall have job rate retention subject to the following conditions:

- a. His hourly straight-time rate shall not be reduced below the rate of the job at the time it was eliminated plus 50% of each subsequent general wage increase.
- b. Refusal to accept promotion or to bid for available job openings in his department shall end the job rate retention and the man shall be paid the rate of the job he is then performing.

"Regularly assigned" means that the employee is on the job his seniority would entitle him to if the entire crew were present.

C. Supplementary Provisions

1. The seniority rights of Mechanics, Helpers and of applicants for Helpers' positions in mechanical crews and the obligations of management with respect thereto are set forth as a part of the Mechanics' Package in Exhibit A, Section II. The parties agree (i) that this Section 20 does not nullify the seniority provisions of the Mechanics' Package relating to the application of seniority and (ii) employees subject to the Mechanics' Package shall have all of the rights specified in this Section 20 and in Work Rules to the extent such rights are consistent with the Mechanics' Package.
 - a. In the selection of Starting Helpers for the Mechanics' Package, provisions of this Section 20 will govern.
2. Status of laid off or terminated employees:

Notwithstanding the foregoing provisions of this Section 20 or the provisions of Work Rules, any employee who, due to no fault on his part, is without work and who either (i) is being carried on the payroll in laid off status, or (ii) is on leave of absence, or (iii)

has been terminated, as the case may be, shall have the rights and be subject to the conditions below set forth.

- a. Any employee who has been on the payroll of the Mill for less than one (1) year of continuous employment, and who is terminated due to no fault on his 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 Longview Mill within sixty (60) days after date of such termination.
- b. Any employee who has been on the payroll of the Mill for one (1) or more years of continuous employment, and who, due to no fault on his part, is without work will not be terminated for a period of at least six (6) months after date of last layoff and this period is extended for an additional period of six (6) months for mill seniority only. However, should he fail to report for work within one (1) week after the date of certification or registration of a letter mailed to his address last reported to and received by the Mill, 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 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 of disability, the Company will take no action to terminate the disabled employee without prior consultation with the Union Standing Committee at least thirty days prior to such termination. In any case where employment is held open beyond two years, such employee will not accumulate seniority during such extension beyond two (2) years. This extension of time is only applicable to the

employee's seniority rights to his job and does not provide for extending any other benefits.

- d. During the layoff or leave of absence period, provided for herein, the employee will receive vacation pay if qualified under Section 24; will receive holiday pay if qualified under Section 7; and will be eligible for such Health and Welfare coverages as are available to him under the Group Benefit Plan in effect during his absence.
3. Whenever the Company has made plans for substantial technological changes or the closing of departments which will result in permanent reduction 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 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.
4. The Company agrees that where an employee moves to another area for health reasons (his or a member of his family), it will make a diligent effort to employ him at another of the Company's operations or use its best efforts to help secure employment for him with another employer in this industry.

SECTION 21 - WORK RULES

- A. Work Rules are rules and procedures pertaining to day-to-day working relations between the Local Union and the Mill which are not in conflict with the provisions of this Agreement, and which shall govern administration of matters which are appropriate for Work Rule establishment and application.

When established as provided below, Work Rules will govern the matters covered therein for the Mill.

B. Work Rules shall be established as follows:

1. Any currently effective Local Ground Rule which was established in accordance with provisions of Section 21, and any Seniority Work Rule currently in effect shall be recognized by the parties as an established Work Rule. These rules are made a part of this Agreement by reference.
 2. At any time during the term of this Agreement the Union Standing Committee may submit to the Mill Manager a proposed new Work Rule or a change in a Work Rule. Promptly after such submission, the Mill Manager and/or his designated representative(s) shall meet with the Union Standing Committee for the purpose of establishing or changing a Work Rule by mutual agreement.
- C. At any time after an established Work Rule has become effective, Work Rules can be changed or eliminated only by mutual agreement between the Local Union and the Mill Manager and/or his designated representative(s).**
- D. An alleged violation of an established Work Rule may be made the subject of a grievance and may be processed through arbitration, and arbitration awards thereon shall be as binding upon the parties as would any other award issued upon a matter properly submitted to an arbitrator and decided within his authority under this Agreement. Note: See Work Rules.**

SECTION 22 - SUPERVISORS

- A. A supervisor shall not perform nonsupervisory work which is normally done by an employee unless such work by the supervisor:**
1. is performed to assist or instruct an employee who does not have sufficient training, experience or skill to maintain continuity of operation, or
 2. results during the occurrence of fire, flood or other form of catastrophe, or

3. is performed after reasonable effort to secure qualified employee(s) has failed, or
4. is performed in an emergency situation which is defined as a condition in which prompt execution of the work is essential and employee(s) qualified to do the work are not available in the Mill without interference with other work, and qualified employees not in the Mill are either not available within the time necessary to complete the work or could not be expected to reach the Mill within a reasonable time prior to the completion of the work.

B. In any grievance arising out of an alleged violation of this Section 22, the "de minimis" doctrine shall apply.

SECTION 23 - MEALS

- A. A meal allowance shall be issued by the Company to any employee who:
1. is required to work ten (10) consecutive hours, or
 2. is notified to report for work with less than one (1) hour prior notice and is required to work four (4) consecutive hours.
- B. An additional meal allowance shall be issued by the Company to an employee qualifying for the benefit of paragraph A-1, above, for each additional four (4) consecutive hours worked beyond ten (10) hours.
- C. An additional meal allowance shall be issued by the Company to an employee qualifying for the benefit of paragraph A-2, above, for each additional four (4) consecutive hours worked beyond four (4) hours; provided that an employee other than a regular employee shall not be entitled to the benefit of paragraph A-2, above, unless he then has an established work schedule.
- D. An employee who qualifies for a meal allowance, as outlined in paragraph A or paragraph B, above, shall be issued a meal allowance valued at \$6.75 maximum, including sales tax.

SECTION 24 - VACATIONS

- A. Employees as defined in this Agreement shall be granted one (1) week vacation with pay, subject to the following terms and conditions:

To be eligible for a week vacation during the year subsequent to any June 1 the employee must be on the payroll of the Company on said June 1 and either

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

Provided that, with respect to either 1 or 2 above, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to the termination of employment shall not be included.

- 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 1 the employee must be on the payroll of the Company on said June 1 and qualify under the conditions set forth above for a one (1) week vacation and in addition either

1. Have been an employee for not less than two (2) years prior to said June 1, 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 1 in the first year of his employment and a minimum of 1,000 hours prior to June 1 in one (1) additional year.

Provided that, with respect to either 1 or 2 above, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to the termination of employment shall not be included.

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

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

Provided that, with respect to either 1 or 2 above, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to the termination of employment shall not be included.

- 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 1, the employee must be on the payroll of the Company on said June 1 and have worked a minimum of 1,000 hours during the year just preceding said June 1, and in addition must

1. Have been an employee for not less than ten (10) years prior to said June 1, or

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

Provided that, with respect to either 1 or 2 above, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to the termination of employment shall not be included.

- 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 1, the employee must be on the payroll of the Company on said June 1 and have worked a minimum of 1,000 hours during the year just preceding said June 1, and in addition must

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

Provided that, with respect to either 1 or 2 above, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to the termination of employment shall not be included.

- 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 1, the employee must be on the payroll of the Company on said June 1 and have worked a minimum of 1,000 hours during the year just preceding said June 1, and in addition must

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

Provided that, with respect to either 1 or 2 above, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to the termination of employment shall not be included.

- G.
1. Time lost as a result of an accident, as recognized by the Industrial Insurance Act, suffered during the course of employment shall be considered as time worked in applying the above provisions.
 2. For the purpose of determining the qualification for vacations of an employee with five (5) or more years of continuous service, time lost by him for which nonindustrial Sickness or Accident Benefits are paid to him under the Company's Group Benefit Plan shall be construed as time worked in applying the provisions of paragraphs B, C, D, E and F in this Section 24. Provided, (i) that time so lost shall be computed at eight (8) hours per day and forty (40) hours per week, and (ii) that if the time lost so computed exceeds 520 hours in any contract year, only 520 hours shall be considered as time worked under the provisions of this subparagraph.
 3. Time spent on (i) paid vacation and (ii) actual hours lost because of mill contract negotiations (but limited to eight [8] hours a day and forty [40] hours a week) shall be considered as hours worked for the purpose of qualifying for vacation pay.
 4. Hours credited under subparagraph 2 of paragraph C of Section IV of Exhibit A shall be counted as hours worked for the purpose of qualifying for vacations.

5. When an employee is retiring, he is terminated from the payroll as an employee and as such he is no longer a part of the collective bargaining unit covered by this Labor Agreement. However, the Company agrees that in the case of an employee who is retiring prior to June 1 pursuant to the Company retirement plan in effect, or at age 65, 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 he be on the payroll on June 1 shall be waived and upon retirement he shall be paid a sum equivalent to vacation pay based on his then current rate. Provided, however, that if said retiring employee has not fulfilled the requirement of the Agreement as to hours worked within the contract year, upon retirement he shall be paid a sum which shall be computed on a prorated basis dependent on the number of hours he worked as related to 1,000 hours.
- H. It is agreed that any employee who has left the employ of the Company prior to June 1 for the purpose of serving in the armed forces, but who otherwise has fulfilled the qualifications for a vacation during the year just preceding that June 1, will be granted vacation pay. The vacation pay will be mailed to the serviceman immediately following said June 1, provided satisfactory proof has been furnished to the Company that the employee is serving in the armed forces.
- I. Any returning serviceman 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 1 immediately following his 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 he was inducted, or in the next preceding eligibility period; or whose service with the Company immediately preceding his induction, plus his service since his return home from the armed forces immediately preceding June 1, is sufficient to qualify him for a vacation under the requirements existing at the time he returns, shall be granted one (1) week's vacation with pay, whether or not he worked 1,000 hours in the eligibility period immediately prior to said June 1.

Any returning serviceman when he has qualified for one (1) week's vacation on any of the bases made available to him whose total length of service with the Company including the time spent in the armed forces, is sufficient to qualify him 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 that there shall be but one vacation for each eligibility period.

- J. The allotment of vacation time is to be decided by the Company. Notwithstanding paragraph E of Section 10, Management is permitted, but not obligated, to adjust starting days of vacation time for employees, if so requested. Employees who qualify for three (3) or more weeks of vacation will, at their option, be entitled to take pay in lieu of time off for all weeks over two (2) weeks of vacation.
- K. In administering the allotment of vacation time, the Company shall give timely notice to each employee of his proposed allotment and shall then consider in good faith, before making final decision, any change asked for by the employee or the 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 Management that the vacation time is to be allotted so as to coincide with an announced shutdown.
- L. One week of vacation will be continuous, but the Company is not committed to allot two, three, four, five or six consecutive

weeks of vacation. However, where it is practicable to do so, consecutive weeks of vacation will be allotted.

- M. The vacation must be taken within the vacation year, that is, it may not be accumulated to be used in the following year; except that a vacation may be allotted for the week commencing with the last Monday in May, even though the week may extend in part beyond June 1. The vacation year, as used in this Section 24, is the period from June 1 of one calendar year through May 31 of the following calendar year.
- N. The vacation pay for an employee who qualifies is to be computed as fifty (50) hours per week at the higher of:
1. The job rate of his regular job as such rate exists on the day his vacation starts, or
 2. The weighted average straight-time hourly rate paid to the employee in a 52-week period ending in May of the year, adjusted for the change, if any, in his average rate effective on the first day of June next preceding the time at which his vacation is taken. Said average rate (i) for an employee who worked at the same job rate during the entire prior contract year is that job rate, and (ii) for an employee who worked at more than one job rate in the 52-week period shall be determined by the following procedure: Multiply the number of hours he worked in said year at each job rate by that job rate; add the amounts so computed; and divide the sum by the total number of hours he worked in said year.
- O. An employee who dies while on the payroll prior to June 1 but who prior to death fulfilled the requirements of the Agreement as to hours worked within that contract year, his heir (or heirs) shall, upon proof of entitlement satisfactory to the Company, be paid vacation pay he would have been entitled to at his then currently effective rate. If within six (6) months after the employee's death no application has been made to the Company by any heir (or heirs) or the Company by reasonable effort has been unable to locate heir (or heirs), the above stated obligation shall thereupon terminate.

- P. Employees will not be laid off or terminated solely for the purpose of avoiding vacation payment.

Note: See Work Rule regarding vacation.

- Q. An employee of the Seattle plant of Longview Fibre Company who is preferentially hired at this Mill pursuant to the terms of the "Employment: Relocation" provisions of the Seattle Labor Agreement shall be credited with continuous service from his most recent date of hire in the Seattle plant from which he was transferred for purposes of eligibility for length of vacations; but for all other purposes, unless specifically provided elsewhere in this Agreement, he shall be credited with service from the date of hire at this Mill. An employee so hired at this Mill shall receive no duplication of hours worked credits or vacation benefits for which he was credited and paid at the plant from which he was transferred.
- R. An employee shall not be required to work during his vacation. Any work during an employee's vacation shall be voluntary and subject to the provisions of Section 13-Call Time and Exhibit A-Section IV-Overtime.

SECTION 25 - JURY DUTY ALLOWANCE

- A. Any employee who has completed one (1) or more years of continuous employment who is required to perform jury duty will be entitled to reimbursement at the straight-time hourly rate of his regular job for the hours necessarily lost as a result of serving on the jury; provided, however, 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 jury duty pay received.
- B. Hours paid for jury duty will be counted as hours worked for the purpose of computing vacation, holiday pay and overtime.
- C. An employee who has been notified that he is to appear for jury duty shall, as soon as practical after receiving such notification, inform his supervisor.

- D. If an employee has been notified that he is to appear for jury duty, and such notice is rescinded before so appearing, he will immediately notify his supervisor and report for work on his regular scheduled shift.
- E. In the following paragraph the day shift and afternoon shift relates to day workers, and "A" shift, "B" shift and "C" shift relates to tour workers.
1. An employee who has to appear for jury duty, or who is serving on a jury during his regular scheduled day shift or "A" shift and who is released from jury duty at or before the court's noon recess, will immediately report such release to his supervisor and if his services are requested will report for work as directed by his supervisor, provided, however, if such release occurs at or after 12:30 p.m., the employee will not be required to report for work.
 2. An employee who has to appear for jury duty, or who is serving on a jury during a day when he is scheduled to work the "B" shift or afternoon shift, and who is released from jury duty at or before 5:00 p.m., will immediately report such release to his supervisor and if his services are requested will report for work as directed by his supervisor.
 3. An employee who is scheduled to work the "C" shift, and who is notified to appear for jury duty the next day, shall be excused from working such shift. An employee who is serving on a jury during a workday on which he is scheduled to work the "C" shift, and who is released from jury duty on or before 5:00 p.m., shall work his scheduled shift that workday.
 4. An employee who is scheduled to work a shift that ends after 11:00 p.m. and is notified to appear for jury duty the next day shall be excused from working after 11:00 p.m. on that shift. An employee who is released from jury duty at or before 5:00 p.m. will immediately report such release to his supervisor. If his services are requested, he will report for work as directed by his

supervisor unless he is required to report back for jury duty the next day.

- F. An employee who has to appear, or who is serving on a jury, will not be required or allowed to change shift except in cases of emergency. If possible, the Company will discuss the emergency with the Union Standing Committee prior to authorizing the change.
- G. No jury duty allowance will be paid to an employee who, at his own request, is excused by the court from serving on the jury.
- H. An employee serving on a jury case and available to work his regular scheduled shift during periods such as weekend recess or a prolonged recess, will make arrangements with his supervisor to work such scheduled shift.
- I. For the purpose of these rules, release means that the employee has been discharged by the court from duty as a juror; i.e., (i) an employee having appeared for jury duty on a panel of prospective jurors and not selected as a juror that day, is released by the court for that day, or (ii) an employee who is serving on a jury is released by the court at the end of that case or at the end of the jury term. It does not include the normal recesses occurring during a jury trial such as the end of a day when the jury is to reconvene the following day.
- J. Hours lost, other than those allowed by this Section 25, will not be compensated for because they will not be considered hours necessarily lost as a result of serving on a jury as outlined in this Section 25 of the Labor Agreement-Jury Duty Allowance.
- K. Supervisors are to supply an employee who has been notified to appear for jury duty with a supply of Form No. 3043, and instruct the employee to have the form properly filled out and signed by a responsible officer of the court and turn the completed form in to his department.

SECTION 26 - BEREAVEMENT LEAVE

- A. When death occurs to a member of an employee's immediate family, the employee, if he so requests, will be granted up to three (3) regularly scheduled workdays off, with pay, as bereavement leave of absence, and will be compensated at his regular straight-time hourly day rate for hours lost from his regular schedule during a seven (7)-day period following death with a maximum of three (3) 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, stepchildren, grandchildren, and employee's or his spouse's grandmother and grandfather. An employee's stepmother or stepfather may be substituted for a natural mother or father. An employee's spouse's stepmother or stepfather may be substituted for the natural mother or father of the spouse.
- C. Compensable hours under the terms of this Section 26 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 27 - WELFARE PLAN

The Company shall make available to its employees and their eligible dependents a Welfare Plan pursuant to the terms and conditions of Exhibit B, attached hereto and made a part hereof.

SECTION 28 - PENSIONS

The Company shall provide pensions for its employees pursuant to the provisions of Exhibit C, attached hereto and made a part hereof.

The Company shall promptly furnish to the Union the applicable pension reports required by federal regulations.

SECTION 29 - ADJUSTMENT OF GRIEVANCES

All disputes, complaints, or grievances of any employee or the 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.

- A. This section shall not be applicable to grievances arising from discharge or suspension.
- B. Standing Committees shall be maintained in the following manner:
 - 1. The 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 Union Standing Committee of three (3) employees which shall represent the Local Union for the purposes stated in this Agreement.
 - 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 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 must be kept and must be signed by the chairman of the Company Standing Committee and the chairman of the Union Standing Committee. The minutes shall include statements of positions and conclusions, if any. A copy shall be supplied to the Local Union.

6. Conclusions reached in Step III shall be prepared and signed by the appropriate parties. A copy shall be supplied to the Local Union.
- C. Should there be any dispute, complaint, or grievance of any employee or the 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 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 supervisor by the employee. In the event the employee desires to submit the matter as a formal grievance he shall present it in writing to the supervisor specifying the date of submission. The employee may have the shop steward accompany him when he discusses the matter with his 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 (excluding holidays and weekends) after the date the grievance was answered by the supervisor at Step I; or, to be timely, the grievance must be referred to Step II within fifteen (15) calendar days after the date the grievance was first presented to the supervisor as a formal grievance.

STEP II

Any such grievance shall be submitted in writing by the 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 Union Standing Committee must

STEP III

refer the grievance in writing within fifteen (15) calendar days of the expiration of the ten (10) calendar-day period in Step II-2 to the President of the Union or his representative, and an official of the Company, neither of whom has previously judged the grievance in accordance with this section. (Copy of referral shall be delivered to the Mill Manager.)

1. Within thirty (30) calendar days of the date of such written notice these two shall meet.
2. If these two are unable to arrive at a satisfactory settlement within fifteen (15) calendar days of their initial meeting, to be timely the Local Union may

STEP IV

submit the grievance to the arbitrator as provided in Sections 31 and 32 of this Agreement within thirty (30) calendar days after the expiration of the fifteen (15) calendar-day period in Step III-2. To be timely, a date for a hearing of the grievance before the arbitrator shall be selected within 120 calendar days from the date it is submitted to arbitration as provided in Sections 31 and 32 of this Agreement. The parties may by mutual agreement in writing, extend the time limit herein for a period not to exceed thirty (30) calendar days. If the arbitrator, or either party, has a conflict with a previously scheduled date, the case may be rescheduled.

- 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 in 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 accordance with Step II.
2. In case of a grievance affecting the rights of the 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 accordance with Step II.
3. In case of a grievance which could be presented by an employee to his 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.

- F.
1. No employee will be requested or required to sign any written formal discipline. Any signature of an employee on any written formal discipline shall be evidence only of the fact that the employee received a copy.
 2. When an employee, not accompanied by a Union representative, has discussed with his supervisor an alleged fault on the part of the employee, and when such a discussion reaches the point where, in the judgment of the supervisor formal disciplinary action is justified, the final decision will be deferred until after an opportunity has been given to the appropriate Union representative to discuss the matter with the supervisor in the presence of the employee. For the purpose hereof, the term formal disciplinary action does not

include temporary suspension pending consideration of discharge.

3. The Company will promptly furnish the employee and the Local Union a copy of every written formal discipline. At each meeting of the two Standing Committees, all intervening written formal discipline shall be recorded in the minutes of the meeting. If a grievance is made of any formal discipline, the findings shall also be recorded. Unless copies of such written formal discipline are furnished to the Local Union, they cannot be used as evidence in future arbitration cases.
4. It will be a violation of this Agreement if any supervisor attempts to dissuade an employee from getting Union assistance by openly or otherwise threatening him with loss of standing or any other form of reprisal if he should bring the Union representative into the issue.

SECTION 30 - APPEAL FROM DISCHARGE OR SUSPENSION

- A. If any employee claims to have been unjustly discharged or suspended during the life of this Agreement or any continuance thereof, to be timely, his case must

STEP 1

be referred in writing to the Company Standing Committee through the Union Standing Committee no later than on the seventh calendar day after the day upon which the Union Standing Committee was notified of the discharge or suspension pursuant to the provisions of Section 17, paragraph A, subparagraph 1. Said notification to the Union Standing Committee must be in writing.

1. These two parties shall meet within seven (7) calendar days 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, be submitted to arbitration and a hearing date selected before the arbitrator within 120 calendar days from the date the case is submitted to arbitration as provided in Sections 31 and 32 of this Agreement. The parties may by mutual agreement in writing, extend the time limit herein for a period not to exceed thirty (30) calendar days. If the arbitrator, or other party, has a conflict with a previously scheduled date, the case may be rescheduled.

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

SECTION 31 - GENERAL PROVISIONS REGARDING 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 and Section 32, only if and after the timely utilization and completion of all prior Steps in Section 29 or 30, 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 29 and 30. Failure of the charging party to act within the applicable time limit specified for any Step in Section 29 or Section 30, whichever is applicable, shall constitute waiver of the charging party's right to further consideration of the case.
- B. At the time the Union submits any grievance to arbitration, it shall so notify TOC Management Services which shall then become responsible for all arrangements (e.g., place, time,

reporter, and determination if the arbitrator selected by the parties is available).

- C. Each party to any case submitted to arbitration (i) shall bear the expenses of preparing and presenting its own case, including witnesses, and (ii) shall pay one-half of the charges of the actual arbitration costs.
- D. It is agreed that each party to a case submitted to arbitration will do everything in its power to permit early selection of and decision by the arbitrator.
- E. The Company will not be liable for improper scheduling of employees if the employee had the opportunity for prior knowledge of the improper scheduling and failed to report it to the Company.

SECTION 32 - ARBITRATION

- A. Arbitration referred to in the preceding sections of this Agreement shall be in accordance with the provisions set forth below.
- 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: If the Company should challenge the arbitrability of any grievance, the question of arbitrability shall be submitted to the arbitrator for his 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, he shall also be presented the question of the merits of the grievance and shall rule on the merits if he recommends that the dispute is arbitrable. After the arbitrator's recommendation 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 he was on at time of suspension or discharge.
 3. The Management rights as provided in Section 1 are not subject to the grievance and/or arbitration procedures of this Agreement.
 4. The arbitrator shall exercise all powers relating to admissibility of evidence, hearing procedures and conduct of the hearing.
- C. It is agreed that arbitrator Sam Kagel shall be the arbitrator in every case for which he is available. If he is unavailable, John Kagel shall be the arbitrator. If either of them is not available for a particular case within not less than fifteen (15) nor more than sixty (60) calendar days after the date which the Union notifies the Company in writing that it is carrying the dispute to arbitration, the parties will apply jointly to the Federal Mediation and Conciliation Service for a panel of five (5) persons, each such person being qualified to act as an impartial arbitrator. The parties by a coin toss shall determine who shall strike first and thereafter each shall strike one name alternately until only one name is left, who shall be the arbitrator.
- D. The following procedural rules shall apply in all arbitrations held under the terms of this contract:
1. The arbitrator selected must begin hearing the case within thirty (30) calendar days following his selection.

2. The arbitrator must render his decision within thirty (30) calendar days following his receipt of the transcript of the arbitration hearing or the date set for filing of Post Hearing Briefs, if any, (such date to be no later than fourteen (14) days after receipt of the transcript). Such thirty (30) calendar days may be extended not more than an additional thirty (30) calendar days by mutual agreement between the parties.
3. The Manufacturers Association shall arrange for the reporting of all arbitration hearings. The arbitrator, the Union and the Company shall each be furnished with a transcript thereof. The expense of reporting shall be shared equally between the parties except that either party desiring an extra copy shall bear the cost of such extra copy.
4. One and only one Post Hearing Brief may be filed by either party (copy to the other party) and either party desiring to file such a brief must state its intention to do so at the close of the hearing. Any such Post Hearing Brief shall not include new evidence, documentary or otherwise.
5. 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.
6. Neither party may be required to arbitrate more than one (1) grievance as a part of a single case.

SECTION 33 - MATTERS COVERED AND COMPLETE AGREEMENT

All matters not covered in this Agreement shall be deemed to have been raised and disposed of as if covered herein.

It is agreed that this document contains the full and complete Agreement on all bargainable 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.

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 such right or a waiver of its authority to exercise any such right in some other way not in conflict with the terms of this Agreement.

SECTION 34 - PROVISIONS 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 of Washington, such provision shall be superseded by the appropriate provisions of such laws 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.
- B. In the event that any of the increases in wage and fringe benefits, or any portion thereof, provided for in this Labor Agreement violate or are contrary to applicable Federal laws, Federal regulations or Federal orders and are therefore prevented from being implemented, in whole or in part, including governmental sanctions against the Company, all other provisions of this Labor Agreement not so affected shall remain in full force and effect in accordance with their terms and the negotiated increases in wages and fringe benefits hereunder shall be paid or provided for to the maximum extent and in the maximum amount that the same are valid or authorized under Federal law, Federal regulations or Federal orders. In the event that any portion of the increases in wages or fringe benefits set forth in this Labor Agreement cannot be paid or provided for in exact accordance with the terms of this Labor Agreement because of applicable Federal law, Federal regulations or Federal

orders, such wage or fringe benefits will be reinstated prospectively to the maximum extent permissible effective upon modification or removal of applicable Federal laws, regulations or orders, and if not contrary to the applicable Federal laws, regulations or orders; however, no such wage or fringe benefits shall be made effective or paid retroactively during the control period.

SECTION 35 - LEAVES OF ABSENCE

- 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 three (3) years) or the termination of this Agreement, whichever occurs earlier. Such leave of absence will be renewable for two additional terms of office (but not to exceed an additional six (6) years) or the termination of this Agreement, whichever is earlier. Not more than three (3) employees shall be granted such leave(s) at the same time and no employee shall be granted more than one (1) such leave of absence during the period of his employment at the Mill.
1. Written confirmation of such leave(s) shall be provided to the employee, the Local Union and the Association of Western Pulp and Paper Workers.
 2. Seniority shall not be broken and shall accumulate during such leaves.
 3. An employee must return to work or report his availability for work (if no work is available) at the end of his leave or within two (2) weeks following completion of the assignment for which the leave was granted, whichever is earlier.
 4. While on such leave(s) of absence as provided above, an employee will not be eligible for benefits provided under Exhibit B, Welfare Plan.
- B. Upon written request of the Association of Western Pulp and Paper Workers giving seven (7) days' advance notice, the Mill will grant leaves of absence without pay to employees elected to positions that may require occasional leaves of

absence to serve as a part-time employee of the AWPPW. Upon written request of the Association of Western Pulp and Paper Workers giving seven (7) days' advance notice, the Mill will grant leaves of absence without pay to employees elected or assigned to attend a Union conference, convention or to serve as a part-time employee of the AWPPW, each such leave not to exceed thirty (30) days in a year. Upon written request of Local Union 153 giving seven (7) days' advance notice, the Mill will grant employees elected or assigned to attend a Union conference or convention or to serve as a part-time employee of Local 153 leave(s) of absence without pay; each leave not to exceed thirty (30) days. The granting of such leave(s) of absence shall be limited to a reasonable number consistent with operating efficiency. The seven (7) day notice(s) provided above may be waived, providing no additional cost is incurred as a result thereof.

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 and holiday pay.

- C. A personal leave of absence may be granted when approved by the Company. No request will be considered for a leave of absence for employment for any other employer. Requests under consideration will be viewed in the light of safety, efficiency, and economy of operation and the rights of others. A leave of absence for more than two (2) days must be submitted in writing and can only be approved by the Mill Manager or his authorized representative. Department supervision has the authority to grant a one (1) or two (2) day leave. Any written request submitted that is denied will be returned to the employee with a written explanation. The request will be returned as soon as practical, but within seven (7) calendar days from the date of submission. It is understood that in the event it becomes necessary to cancel a previously approved leave of absence, the Company will not be obligated to pay a premium or penalty for such cancellation. Personal leaves of absence are not expected to total more than thirty (30) days for any one employee in any five (5)-year period.

- D. While on such leave(s) of absence as provided in paragraphs B and C, above, an employee(s) shall have the rights and be subject to the conditions set forth in paragraph C, subparagraph 2-d. of Section 20.

SECTION 36 - PERMANENT DISCONTINUANCE OF EMPLOYMENT

In the event the Company should decide to close totally and permanently the Longview Mill, or to close totally and permanently one or more of the affected Mill departments as listed in paragraph E. of this section and to discontinue permanently all of the bargaining unit jobs in the Mill or such department as covered by this Agreement, the Company shall promptly notify the Union of its decision and the employees whose jobs are thus permanently discontinued will be entitled to the benefits provided in this section. As used in this section, the words "employee" or "employees" mean only an employee or employees whose active employment in the Longview Mill is terminated as a direct result of the Mill or department closure as provided herein.

- A. At the time an employee's active employment ceases because of such a Mill or department closure, any such employee with five (5) but less than twenty-five (25) years of continuous service at this Mill shall be entitled to termination pay consisting of twenty (20) hours' pay at the regular straight-time rate of his last regular job, for each year of continuous service. Any such employee with twenty-five (25) or more years of continuous service at this Mill shall be entitled to termination pay consisting of forty (40) hours' pay at the regular straight-time rate of his last regular job, for each year of continuous service.
- B. An employee whose employment terminates as a result of such Mill or department closure will, at the time of his termination, be paid in lieu of any vacation to which he may then be entitled under Section 24 of this Agreement.
- C. An employee with two (2) or more years of service, whose employment terminates as a result of such a Mill or department closure before June 1 of the vacation qualifying year after having worked at least 750 hours but less than

1,000 hours since the preceding June 1, will be paid a prorated sum as vacation pay computed on the number of hours worked in the qualifying year as related to 1,000 hours.

- D. To be entitled to the benefits provided by this section, an employee shall continue to work as scheduled by the Company until he shall be permanently released from work as a result of the Mill or department closure. In the event of a department closure, an employee will be required to exercise any transfer or bumping rights provided by the Labor Agreement and failure to do so will result in a denial of any benefits under this Section 36.
- E. For the purpose of this Section 36, departments of the Longview Mill are as set forth in the Seniority Work Rules, page 2.
- F. The Company's obligations under this Section 36, including the obligation to pay termination pay, shall be null and void in the event the Mill or department(s) is closed as a direct result of a labor dispute.

SECTION 37 - COMPRESSED WORK WEEK SCHEDULE

During the term of this Labor Agreement, the Company and the Union may jointly investigate the utilization of compressed tour work week schedules at the Longview Mill by departments, as defined herein. If a joint investigation indicates such schedules to be reasonable and practical for a department(s), then, the Company and the Union may, by mutual agreement, implement a compressed tour work schedule.

It is understood that before implementation of a compressed tour work week schedule, the following minimum conditions must be satisfied:

- A. Any agreement for implementation must be by mutual agreement of the Company and the Union.

B. An entire department must be included in any such agreement. For the purpose hereof, departments are defined as follows:

1. Pulp Mill
2. Machine Room
3. Primary Shipping and Primary Finishing
4. Technical Service (testing ladder)
5. Steam and Power
6. Storeroom
7. Shift Mechanics

C. Any such agreement will not result in additional cost to the Company.

It is understood that the Company and the Union may agree to modify any provision of the Labor Agreement so that an agreement as provided above to utilize and implement a compressed tour work week schedule will not result in any additional cost to the Company.

SECTION 38 - 401(k) CONTRIBUTION

For each pre-tax dollar contributed by an employee up to two percent (2%) of the employee's eligible pay in each payroll period, the Company will pay twenty-five cents (25¢) to an employee's 401(k) account.

SECTION 39 - TERM OF AGREEMENT AND CHANGES IN AGREEMENT

This Agreement shall be in effect from the date of its execution up to and including May 31, 2006, 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 39, on behalf of either party shall be by and between the President or Vice President of the Association of Western Pulp and Paper Workers and the Vice President-Industrial Relations of Longview Fibre Company or their respective designated representatives.

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 June 1, 2006, or prior to any subsequent June 1 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 June 1, the earliest time at which such notice may later be so mailed is sixty (60) days prior to June 1 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. 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 paragraph 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 May 31, 2006, upon any individuals, company(s) or corporation(s) that acquire by purchase, merger or any form of reorganization, the Mill and continues to operate that mill or any portion thereof substantially in the same manner as the Mill or portion thereof was operated by the predecessor owner.

**For: ASSOCIATION OF WESTERN PULP
AND PAPER WORKERS**

Kenneth E. Smith
Chairman Bargaining Board and
Southern Washington Area Representative

Local 153, AWPPW:

Norman D. Beckers
AWPPW Bargaining Board Member

Bobby R. Collins
AWPPW Bargaining Board Member

John N. Rhodes
AWPPW Bargaining Board Member

Bob Geissler
AWPPW Bargaining Board Member

Rick Von Rock
AWPPW Bargaining Board Member

Jim Wallace
AWPPW Bargaining Board Member

**For: LONGVIEW FIBRE COMPANY
Longview Mill Division**

R. J. Parker
Sr. Vice President-Production and Mill Manager

R. B. Arkell
Vice President-Industrial Relations

EXHIBIT A

SECTION I - Wage Rates.

A. Effective June 1, 2000:

A general wage increase of two and one-half percent (2-½%) per hour on all job rates, excluding hiring rates, will be effective June 1, 2000. Job rates shall be increased by adding two and one-half percent (2-½%) to the unrounded, six (6) decimal place rates used in calculating the rates in effect on May 31, 2000, and rounding results to the nearest one-half cent (1/2 cent) where applicable.

B. Effective June 1, 2001:

A general wage increase of two and one-half percent (2-½%) per hour on all job rates, excluding hiring rates, will be effective June 1, 2001. Job rates shall be increased by adding two and one-half percent (2-½%) to the unrounded six (6) decimal place rates used in calculating the rates in effect on May 31, 2001, and rounding results to the nearest one-half cent (1/2 cent) where applicable.

C. Effective June 1, 2002:

A general wage increase of two and one-half percent (2-½%) per hour on all job rates, excluding hiring rates, will be effective June 1, 2002. Job rates shall be increased by adding two and one-half percent (2-½%) to the unrounded six (6) decimal place rates used in calculating the rates in effect on May 31, 2002, and rounding results to the nearest one-half cent (1/2 cent) where applicable.

D. Effective June 1, 2003:

A general wage increase of two and one-half percent (2-½%) per hour on all job rates will be effective June 1, 2003. Job rates shall be increased by adding two and one-half percent (2-½%) to the unrounded six (6) decimal place rates used in calculating the rates in effect on May 31, 2003, and rounding results to the nearest one-half cent (1/2 cent) where applicable.

E. Effective June 1, 2004:

A general wage increase of three percent (3%) per hour on all job rates, excluding hiring rates, will be effective June 1, 2004. Job rates shall be increased by adding three percent (3%) to the unrounded six (6) decimal place rates used in calculating the rates in effect on May 31, 2004, and rounding results to the nearest one-half cent (1/2 cent) where applicable.

F. Effective June 1, 2005:

A general wage increase of three percent (3%) per hour on all job rates, excluding hiring rates, will be effective June 1, 2005. Job rates shall be increased by adding three percent (3%) to the unrounded six (6) decimal place rates used in calculating the rates in effect on May 31, 2005, and rounding results to the nearest one-half cent (1/2 cent) where applicable.

G. JOB RATE ADJUSTMENT:

Job rate adjustments will be made in accordance with paragraph B of Section 8 and will apply to applicable rates prior to the increases established in accordance with paragraphs A, B, C, D, E and F of this section.

H. JOB RATES:

Job rates are set forth in Exhibit A, Section VI, Schedule of Wage Rates, which reflect the changes provided for in paragraph B of Section 8.

I. HIRING RATE:

1. All new hires in the Primary Division and Service Division will receive a hiring rate for the first six months of their employment as follows:

Effective June 1, 2000	-	\$11.040	per hour
Effective June 1, 2001	-	\$11.040	per hour
Effective June 1, 2002	-	\$11.040	per hour
Effective June 1, 2003	-	\$11.315	per hour
Effective June 1, 2004	-	\$11.315	per hour
Effective June 1, 2005	-	\$11.315	per hour

At the end of the six (6)-month period, the employee will receive the rate of his or her regular job. New hires in the mechanics package and new hires who are hired for a permanent job that pays at or above the following rate per hour will be excluded from this provision:

Effective June 1, 2000	-	\$16.020	per hour
Effective June 1, 2001	-	\$16.420	per hour
Effective June 1, 2002	-	\$16.830	per hour
Effective June 1, 2003	-	\$17.250	per hour
Effective June 1, 2004	-	\$17.770	per hour
Effective June 1, 2005	-	\$18.305	per hour

2. All new hires for the Converting Division, for the term of this Agreement, will receive a hiring rate for the first six months of their employment as follows:

Effective June 1, 2000	-	\$10.760	per hour
Effective June 1, 2001	-	\$10.760	per hour
Effective June 1, 2002	-	\$10.760	per hour
Effective June 1, 2003	-	\$11.030	per hour
Effective June 1, 2004	-	\$11.030	per hour
Effective June 1, 2005	-	\$11.030	per hour

At the end of the six-month period, the employee will receive the rate of his/her regular job. New hires who are hired for a permanent job that pays at or above the following rate will be excluded from this provision:

Effective June 1, 2000	-	\$15.405	per hour
Effective June 1, 2001	-	\$15.790	per hour
Effective June 1, 2002	-	\$16.185	per hour
Effective June 1, 2003	-	\$16.590	per hour
Effective June 1, 2004	-	\$17.085	per hour
Effective June 1, 2005	-	\$17.600	per hour

SECTION II - CLASSIFICATION AND WAGE RATES FOR MECHANICS AND HELPERS

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

A. GENERAL

1. Classification of Mechanics and Helpers with rates as follows:

	Rate Effective 6-1-00	Rate Effective 6-1-01	Rate Effective 6-1-02	Rate Effective 6-1-03	Rate Effective 6-1-04	Rate Effective 6-1-05
Starting Helper	15.450	15.840	16.235	16.640	17.140	17.655
Second Helper	15.910	16.305	16.715	17.135	17.645	18.175
Senior Helper	16.395	16.805	17.225	17.655	18.185	18.730
Junior Mechanic	17.245	17.675	18.120	18.570	19.130	19.705
Junior Mechanic A	17.495	17.930	18.380	18.840	19.405	19.985
Intermediate Mechanic	17.870	18.315	18.775	19.245	19.820	20.415
Intermediate Mechanic A	18.285	18.740	19.210	19.690	20.280	20.890
Journeyman Mechanic	22.340	22.900	23.475	24.060	24.780	25.525
Journeyman A Mechanic	23.615	24.205	24.810	25.430	26.195	26.980
Lead Mechanic - Journeyman A	24.070	24.670	25.290	25.920	26.700	27.500

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

Machinists	Painters
Millwrights	Masons
Electricians	Welders
Pipefitters	Instrument Mechanics
Auto Mechanics	Roll Grinders

B. JOURNEYMAN MECHANICS AND LEAD MECHANICS

1. A Journeyman Mechanic or Maintenance Mechanic is one who is a finished mechanic and has the necessary tools required by his trade and who could qualify as a journeyman mechanic in his trade in any industrial or job shop. He must be able to execute the necessary work without direct supervision or direction of a foreman.
2. A Journeyman A Mechanic requires all of the qualifications described above for a Journeyman Mechanic and in addition carries the responsibility of completely maintaining equipment of high value and high production capacity; or the sole responsibility for an essential type of highly specialized mechanical work; or a combination of such responsibilities; and who attains additional demonstrated basic skill components of another trade, as set forth in the Seniority Work Rules. Requirements for Journeyman A Mechanic include five years seniority as a Journeyman Mechanic.
3. The job of a Lead Mechanic requires all of the qualifications described above for a Journeyman A Mechanic; Journeyman Lead Mechanic assignments will be made to the senior Journeyman A Mechanic in each day crew of ten or more who has special knowledge through experience and training with respect to the equipment he is required to maintain; such lead mechanic assignment carries the responsibility of the function of leading other mechanics and imparting his special knowledge to

other mechanics through training or other forms of assistance; he must exhibit and be willing to utilize leadership skills to lead the crew in the foreman's absence, or a portion of the crew when the foreman is present. Necessary leadership skills include: (i) the ability to plan and estimate labor requirements of jobs; (ii) the ability to assign and direct work clearly; (iii) the ability to coordinate activities with operating personnel and other maintenance crews; and (iv) a good working knowledge of applicable safety and environmental rules and requirements.

Other Lead Mechanic assignments may be provided in the Seniority Work Rules.

4. The job of a Specialty Journeyman Mechanic requires all of the qualifications described above for a Journeyman A Mechanic, together with other special responsibilities. These positions and the rates of pay therefore are set forth in Exhibit A, Section VI of this Agreement and may be revised as necessary by mutual agreement of the Company and the Union. Implementation rules are set forth in the Seniority Work Rules.
5. If, due to curtailment, a crew or crews shall be eliminated, any Lead Mechanic or Specialty job or jobs in effect June 1, 2000, which are assigned to those crews may also be eliminated. If five (5) or more mechanics and helpers in a crew are on the same job during overtime hours without the normal supervision of a foreman, the senior qualified Journeyman will be given a temporary Lead Mechanic rating for lead responsibilities during such period.
6. The Company only shall be responsible for determining the qualifications for mechanics' trades and various specific job assignments, i.e. shift, box plant, bag plant and other posted specialty job assignments. The Company shall make available the necessary training as required so that Journeyman Mechanics may be current with the changing

requirements of their trade and the qualifications as established by the Company.

7. In determining qualifications and satisfactory completion of training programs, reasonable testing procedures may be utilized. The Joint Mechanics Committee will develop the requirements and content of such training programs and the content and determination of a passing score prior to the utilization of such tests. In the event agreement cannot be reached concerning any of the above, the parties may proceed in accordance with the appeal procedure of paragraph D, subparagraph 8, of this Section II. Failure to pass such a training program test will not of itself be cause for removal of a Journeyman Mechanic from his mechanical trade. When test results are a criteria in determining qualifications, only pass or fail results shall be considered.
8. Implementation of the training program and testing requirements for Journeyman A Mechanic requirements and qualifications and interim assignments are set forth in the Seniority Work Rules.

C. EMPLOYMENT OF OUTSIDE MECHANICS

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

1. A shortage of Mechanics in a particular trade relative to the work load must exist which is severe enough so that replacement via the Helper route is not adequate.
2. The vacancy or vacancies have been posted and no employee qualified to perform at the level needed has applied.
3. The same tests and standards of qualification shall apply to outside Mechanics as are applied for advancement within the Mechanics' Package.

4. The Company shall consult the Union Standing Committee before hiring outside Mechanics and the Union may take issue with the proposed action.

D. SUB-JOURNEYMAN TRAINING

1. The Company will select the Starting Helpers in its mechanical trades through a procedure which may include such tests as intelligence tests, mechanical aptitude test, interest and preference tests. Each person selected for a trade shall indicate his desire to learn a specific trade, as that trade is constituted in the Mill, and become a Journeyman. He shall indicate his 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 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 a receipt for payment. The institution offering any such schooling and the courses of study must be approved by the Company before enrollment.
2. An applicant selected by the Company in accordance with Section 20 to learn a mechanical trade will be placed, when a vacancy exists, on the Starting Helper's job for a period of either four (4) months elapsed time or 600 worked hours, whichever is longer; and at the end of the period, if he is retained, he will be automatically promoted to Second Helper. He will spend another period of either four (4) months elapsed time or 600 worked hours, whichever is longer, on the job as Second Helper; and at the end of the period, if he is retained, he will be automatically promoted to Senior Helper. If he is retained as such Senior Helper until he has spent a period of either four (4) months elapsed time or 600 worked hours, whichever is longer, he shall then be promoted to Junior Mechanic.
3. a. Any employee temporarily assigned to a mechanical crew and doing unskilled work will be paid the base rate specified in Section 1.

- b. Any employee having substantially the qualifications of a Senior Helper, temporarily assigned to work done by a Helper and working under the direct supervision of a Mechanic, will be paid the rate of a Senior Helper.
 - c. An applicant transferred to the job of Starting Helper, who has temporarily worked with mechanical crews for continuous periods of two (2) or more forty (40) hour weeks, will be credited with all such periods up to the total time requirement for promotion to Second Helper.
4. During the first ninety (90) days after an applicant has been regularly assigned to a Helper's job, he will be classified as probationary in that trade and he can be removed from the trade at any time during that period. Prior to removal of any such probationary Helper from the trade because of his performance, Management will notify the Union Standing Committee of the intended action and the justification thereof. If the Union Standing Committee considers the proposed removal unjustified, it may take the matter up with the Mill Manager or his designee, whose decision in the matter shall not be subject to the Arbitration procedure. If such applicant is transferred to the mechanical department from another department in the Mill, he will retain his seniority in the department from which he transferred for a period of ninety (90) days, and will be returned to the job from which he was transferred if removed from the trade. If he is removed from the trade after a period of ninety (90) days, he will retain his mill seniority and will be given a job preferably in the department from which he transferred at the starting rate in that department, but if that is not available he will be given a base rate job in the Mill; however, such rights shall not apply if discharged for cause. The 90-day probationary period and related seniority rights provisions provided for herein, may be extended by mutual agreement of the Company and Union Standing Committees. During the probation period Management will determine as quickly as is practical whether or not the applicant has the aptitude and other characteristics

necessary to become a Journeyman. Prior to the expiration of the first ninety (90) days after he has been regularly assigned as a Helper, the Company will review with him his progress to date.

5. When a Senior Helper is promoted to the Junior Mechanic's classification he will spend a period of either six (6) months elapsed time or 900 worked hours, whichever is longer, in that classification following which time he will immediately be advanced to Junior Mechanic "A." Upon completion of either one (1) year elapsed time or 1,800 worked hours, whichever is longer, as Junior Mechanic "A," he will be eligible and obligated to take a test for Intermediate Mechanic. Upon satisfactory passing of that test he will immediately be advanced to Intermediate Mechanic. Upon completion of either six (6) months elapsed time or 900 worked hours, whichever is longer, as Intermediate Mechanic, he will immediately be advanced to Intermediate Mechanic "A." Upon completion of either one (1) year elapsed time or 1,800 worked hours, whichever is longer, as Intermediate Mechanic "A," 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 he meets the qualifications of a Journeyman set forth in paragraph B. above, he will immediately be advanced to Journeyman. It is understood that in addition to the final test and examination to determine fitness for promotion, interim progress tests may also be given during each six (6) months or one-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 or 1,800 worked hours, whichever is longer, in either the Junior "A" 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 he fails

to pass the second test he shall be removed from the trade.

6. 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 procedure.
7. Nothing hereinabove shall be construed so as
 - a. to oblige the Company to hire or retain any employee unless there is work for him; provided, that if a layoff becomes necessary in any trade listed above, the employee(s) having the least seniority in that trade (whether Mechanics or Helpers) shall be laid off first,
 - b. to mean that any right or obligation of either party to this Agreement established under same and not herein specifically amended, has been modified or revoked including, but not limited to the Company's right to assign any employee to a suitable job assignment for which he is qualified.

8. JOINT MECHANICS' COMMITTEE

The Joint Mechanics' Committee shall consist of six (6) members, equally represented by the Company and Local 153, which shall:

- a. At least once quarterly discuss, review and revise, as necessary, the lists of skills, Study Guides and tests for the purpose of keeping a current and healthy Mechanic Training Program designed to meet the changing requirements of the various mechanic's trades.
- b. Investigate disputes arising in connection with the Training and Testing Program and make adjustments if possible.

If agreement cannot be reached within the Joint Mechanics' Committee on changes or action taken by the Company, the Union members of the Joint Mechanics' Committee may refer the matter to the Union Standing Committee who may pursue the matter through the grievance procedure under Section 29 of the Labor Agreement. However, if an appeal reaches an arbitrator, the arbitrator's decision will be limited to (i) the determination of a test's, or any part thereof, content validity as it relates to required job knowledge and proficiency, or (ii) as to whether any other action taken by the Company relating to this provision is fair and reasonable, not arbitrary, and/or is inconsistent with the terms of the Labor Agreement.

9. TRAINING COORDINATOR

The Company shall assign duties of Training Coordinator to one person who will:

- a. Act as Chairman and Secretary of the Joint Mechanics' Committee.
- b. Administer the program on a day-to-day basis.
- c. Attend Joint Mechanics' Committee Meetings to provide information and to receive the benefits of the Committee's suggestions on improvements to the program.
- d. Supervise record keeping for the training program.

10. TRAINING

Every effort will be made to rotate Junior and Intermediate Mechanics through job assignments that will allow them to obtain experience in all items listed on the Experience Record Sheet.

When the Mechanic is eligible to advance to Junior A or Intermediate A, he will present his Study Guide and his Experience Record Sheet to his foreman for review. Prior to this time, the Mechanic should have completed all of the work in the Study Guide that he was capable of doing.

The foreman is to review the Study Guide with the Mechanic and recommend study material which he may need. The foreman will also, insofar as possible, schedule the Mechanic to jobs on which he has thus far been unable to gain experience.

11. TESTS

Lists of skills, Study Guides and tests have been jointly prepared for each mechanical trade as that trade exists at Longview Fibre Company. Two (2) tests for Intermediate and two (2) tests for Journeyman have been prepared for each of the following trades:

- a. Electrician
- b. Instrument
- c. Machinist
- d. Millwright
- e. Pipefitter
- f. Painter
- g. Welder
- h. Garage
- i. Masons

All tests are open book tests and will be given by an administrator in the Mechanical Department. The Mechanical Superintendent will review each test as a final check as to whether the employee passed or failed the test.

Intermediate tests will be a maximum of three (3) hours' duration and Journeyman tests will be a maximum of four (4) hours' duration.

The passing grade for both tests will be 75 percent of the total points' value. All tests will be graded within

four (4) working days and results revealed to the Mechanic.

If a Mechanic fails a written test, the test will be reviewed with him within a week and he may have a member of the Union Mechanics' Committee with him at such review.

For the present time, a review and evaluation of the employee's progress will be substituted in lieu of written tests at Junior A and Intermediate A.

Lists of skills, Study Guides and tests will not be changed until after the Joint Committee has met and agreed to the proposed change(s) in accordance with paragraph 8 above.

In order to accommodate changing needs and conditions, the Joint Mechanics Committee may make changes to provisions of this paragraph 11.

12. FIELD TESTS

Field tests may be given on items as indicated on the Experience Record Sheets. The employee is to be notified when he is to take a field test and be advised at the completion of the test as to whether or not he passed the test. If a Mechanic has not been given a field test prior to the date he is required and obligated to take the written test, his rate cannot be held up and the field test is to be waived. However, if the Mechanic has failed a field test and subsequently passed the written test, his rate will be held up until he has passed the field test; provided, however, that the Mechanic will be given an opportunity to take a subsequent field test within thirty (30) days after he has failed a field test. Failure of the subsequent test(s) may be used as one reason for showing good cause for removal from the program.

13. ADJUSTMENT OF COMPLAINTS

If an employee has a question or a complaint regarding his training or testing, he should take the complaint up with his foreman. If the problem is not satisfactorily resolved, he should contact a member of the Joint Mechanics' Committee. The Joint Mechanics' Committee will then investigate the complaint and if they cannot settle the matter will report their findings to their respective parties. If, after receiving the report of the Joint Mechanics' Committee, the Union Standing Committee wishes to pursue the matter, it may do so under Section 29 of the Labor Agreement. However, if an appeal reaches an arbitrator, the arbitrator's decision will be limited to determining whether the Company's action is fair and reasonable, not arbitrary or in conflict with this Section II of Exhibit A of the Labor Agreement or is otherwise inconsistent with the terms of the Labor Agreement.

14. STATEMENT OF INTENT

The Company and the Union are committed to cost effective maintenance as a means of achieving overall mill competitiveness. Total maintenance cost effectiveness can only be achieved through cost effective use of contractors and full and efficient use of our maintenance work force cooperatively working to achieve our mutual goal. In furtherance of this goal, the joint mechanics committee will meet periodically with maintenance supervision to review and recommend revision of current maintenance practices to become more cost effective. Such meetings are intended to provide a constructive process to achieve the stated goal and not to provide a grievance forum.

SECTION III - CLASSIFICATION FOR OILERS

This section sets forth certain special provisions applicable to Oilers.

There will be six (6) classes of Oilers:

Class D
Class C
Class B
Class A
Special A
Leadman

The Company only shall be responsible for determining the qualifications for Oilers' classifications and various specific job assignments. The Company shall provide necessary training as required so that Oilers may be current with the changing requirements of their classification and the qualifications as established by the Company.

The Company will select senior qualified employees through a procedure which may include mechanical aptitude and intelligence tests, from a mill-wide posting. If the vacancy or vacancies have been posted and no employee qualified to perform at the level needed has applied, the Company may hire from the outside. The same procedure shall apply to hiring outside Oilers as apply to mill hiring.

Relief Oilers shall be chosen through the same procedure and will be assigned to the Yard Crew and used for temporary openings pending a permanent opening. Time spent on temporary relief shall count toward time in grade as a Class D Oiler.

A Class D Oiler will remain in the Class D position for a minimum time of six (6) months or 900 hours worked, whichever is longer. The first (180) days will be set aside to expose all new trainees to as much of the oilers' trade as possible. The training will include work in both ends and will include work on all routes, daily and monthly. The experience record sheets will be used to track the apprentice training schedule. A Class D Oiler will then progress to a Class C position. He will stay in the Class C position for a period of one (1) year or 1,800 hours worked, whichever is longer, during which time he will be required to learn the lubrication routes, practical skills, and theory necessary for him to progress up the ladder to become a Class A Oiler.

On completion of the one (1) year or 1,800 hours worked, whichever is longer, and having the knowledge to progress to the next step, the Class C Oiler will become a Class B Oiler. He will

be required to learn further practical skills, routes, and theory of lubrication. At the end of one (1) year or 1,800 hours worked, whichever is longer, he will be given a written test on the theory of lubrication, along with certain practical skill tests that he must know to accomplish the work on a lubrication route. Such tests will be based on the Lubrication Theory and practical skills required at the Mill.

Upon completing and passing the necessary tests, the Class B Oiler will progress to a Class A Oiler.

The Class A Oiler is considered a finished Lubrication man, with all of the necessary training on both theory and practical skill to fully carry out the duties on the job.

The senior qualified Class A Oiler (excluding Shift Oilers) will be classified as "Special A" in recognition of the lead responsibilities he will be expected to carry out. In addition, where three (3) or more Oilers are on a paper machine shutdown without the normal supervision of a foreman or the "Special A," the senior qualified Class A Oiler on the job will receive a temporary "Special A" rate.

Should an employee fail his written and practical tests to become a Class A Oiler, he will have one (1) additional year in which to study and pass such tests or he will be removed from the crew. Incumbents, however, may stay in the Class B Oiler category should they fail such tests and will be eligible to retake the tests no more often than once a year.

JOINT OILERS' COMMITTEE

1. The training, tests and Study Guides for advancement within the Oilers' progression classifications shall be prepared and implemented by the Company after consultation with the Union. Reviews and revisions following implementation of the initial tests shall be in accordance with paragraph 2, below.
2. The Joint Oilers' Committee shall consist of four (4) members, equally represented by the Company and Local 153, which shall:

- a. At least once quarterly review and revise, as necessary, the lists of skills, Experience Record Sheets, Study Guides and tests for the purpose of keeping a current and healthy Oiler's Training Program designed to meet the changing requirements of the Oiler classifications.
- b. Investigate disputes arising in connection with the Training and Testing Program and make adjustments if possible.

If agreement cannot be reached within the Joint Oilers' Committee on changes or action taken by the Company, the Union members of the Joint Oilers' Committee may refer the matter to the Union Standing Committee who may pursue the matter through the grievance procedure under Section 29 of the Labor Agreement. However, if an appeal reaches an arbitrator, the arbitrator's decision will be limited to:

- a. the determination of a test's, or any part thereof, content validity as it relates to required job knowledge and proficiency, or
- b. as to whether any other action taken by the Company relating to this provision is fair and reasonable, not arbitrary nor otherwise inconsistent with this Section III, Exhibit A of the Labor Agreement, or is otherwise inconsistent with the terms of this Labor Agreement.

During the first ninety (90) days after an applicant has been regularly assigned to a Class D Oiler job, he will be classified as probationary on that crew and he can be removed from the crew at any time during that period. Prior to removal from the crew of any such probationary Class D Oiler because of his performance, Management will notify the Union Standing Committee of the intended action and the justification thereof. If the Union Standing Committee 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 Oiler Crew from another department in the Mill, he will retain his seniority in the department from which he transferred for a period of ninety (90) days, and will be returned to the job from which he was transferred if removed

from the crew. If he is removed from the crew after a period of ninety (90) days, he will retain his mill seniority and will be given a job preferably in the department from which he transferred at the starting rate in that department, but if that is not available he will be given a base rate job in the Mill; however, such rights shall not apply if discharged for cause. During the probationary period Management will determine as quickly as is practical whether or not the applicant has the aptitude and other characteristics necessary to become a Class A Oiler. Prior to the expiration of the first ninety (90) days after he has been regularly assigned as a Class D Oiler, the Company will review with him his progress to date.

SECTION IV - OVERTIME

- A. Subject to the conditions set forth in paragraph C of this Section IV, Exhibit A, any employee paid on an hourly basis will, in addition to his 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 workday 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 scheduled or designated days off, as such days are defined in Section 11; provided, however, that this subparagraph 6 shall not apply if the work so performed results because a regular scheduled or designated 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 Management'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. In addition to the premium pay listed in paragraph A of this Section IV, Exhibit A, overtime at one-half the regular straight-time hourly rate will be paid for:

1. All work performed in excess of eight (8) hours on holidays.
2. All work performed in excess of twelve (12) hours either on:
 - a. Sunday.
 - b. The employee's scheduled day off.
 - c. The employee's designated day off.

C. In applying the provisions of paragraph A of this Section IV, Exhibit A:

1. No hour worked qualifies as an overtime hour on more than one of the above 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. If failure of an employee to work a full shift is due to a holiday specified in Section 7, he shall nevertheless receive the eight (8) hours' credit for said holiday.
3. When an employee works at more than one job during the week, payment of overtime will be computed on the basis of the job rate on which an employee was working at the time the overtime occurred.

- D. In applying the provisions of paragraph B of this Section IV, Exhibit A, no hour worked qualifies as an overtime hour on more than one of the four bases.

SECTION V - NIGHT SHIFT DIFFERENTIAL

- A. Effective June 1, 2001, a night shift differential of fifty-seven and one-half cents ($57\frac{1}{2}\text{¢}$) per hour shall be paid in addition to the hourly job rate on any shift wherein one-half or more of the scheduled shift hours fall after 6:00 p.m. and before 12 midnight. Effective June 1, 2003, a night shift differential of sixty-two and one-half cents ($62\frac{1}{2}\text{¢}$) per hour shall be paid. Effective June 1, 2005, a night shift differential of sixty-seven and one-half cents ($67\frac{1}{2}\text{¢}$) per hour shall be paid.
- B. Effective June 1, 2001, a night shift differential of eighty-four cents (84¢) per hour shall be paid in addition to the hourly job rate on any shift wherein one-half or more of the scheduled shift hours fall between 12 midnight and 6:00 a.m. Effective June 1, 2003, a night shift differential of eighty-nine cents (89¢) per hour shall be paid. Effective June 1, 2005, a night shift differential of ninety-four cents (94¢) per hour shall be paid.
- 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, Section IV-Overtime.
- D. Night shift differential will be applied according to the following guide lines:
1. A shift worker on a graveyard shift, who is required to remain over and work on one of the jobs of the following day shift, shall not be considered as continuing his night shift but will be considered as working a new shift which is an established day shift, and the night shift differential will not be paid for work on the established day shift.
 2. A shift worker on a day shift, who is required to remain over and work on one of the jobs on the second shift, a

night shift, would also be considered as working on a new shift and will receive the night shift differential for work on the second shift.

3. A mechanic or other day worker, whose shift is changed to one which qualifies as a night shift, will receive night shift differential.
4. An employee called in or instructed to come in at night, who works any period of time which is separated from his regular day work by more than a reasonable meal period, will receive the night shift differential if one-half or more of that period of hours which he works falls after 6:00 p.m. and before 6:00 a.m.
5. A day worker, who works more than two (2) hours preceding his regular shift or more than two (2) hours past the end of his regular shift, shall receive whatever shift differential is applicable to the preceding shift or the next shift for the total hours worked prior to or past the end of his regular shift.

SECTION VI - SCHEDULE OF WAGE RATES

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
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PRIMARY DIVISION

GENERAL MILL

ALL DEPARTMENTS-Hiring Rate-(See Exhibit A, Section I, paragraph 1.)

MACHINE ROOM

Screens and Beaters

Lead Beater Operator		22.825	23.395	23.980	24.580	25.320	26.080
OCC Operator	2.040	22.615	23.180	23.760	24.355	25.085	25.835
Bleached Pulp Operator		19.095	19.570	20.060	20.560	21.180	21.815
Broke Beater Operator-Lead		18.965	19.440	19.925	20.425	21.035	21.670
OCC Assistant Operator	0.940	18.860	19.335	19.815	20.315	20.920	21.550
Beater Operator-No. 4 & No. 5 Machines		18.745	19.215	19.695	20.190	20.795	21.415
Beater Operator-No. 1 Machine	0.420	18.415	18.875	19.345	19.830	20.425	21.035
Beater Operator-No. 2 & No. 3 Machines	0.160	17.925	18.375	18.835	19.305	19.885	20.480
Starch System Operator		17.030	17.455	17.895	18.340	18.890	19.455

DEPARTMENT AND JOB TITLE		Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
		JRA					
<u>Screens and Beaters, continued</u>							
OCC Trucker-Lead		16.820	17.240	17.670	18.115	18.655	19.215
Market Pulp Lead Trucker		16.710	17.125	17.555	17.995	18.535	19.090
OCC Trucker		16.610	17.025	17.450	17.890	18.425	18.975
OCC Trucker-A/B Shifts		16.610	17.025	17.450	17.890	18.425	18.975
Broke Beater Operator-No. 1 Machine	0.420	18.415	18.875	19.345	19.830	20.425	21.035
Market Pulp Trucker		16.315	16.720	17.140	17.570	18.095	18.640
Broke Trucker		16.190	16.595	17.010	17.435	17.955	18.495
Broke Beater Oper.-No. 4 & 5 Machines		15.955	16.355	16.760	17.180	17.695	18.225
Beater Room Utility		15.610	16.000	16.400	16.810	17.315	17.835
<u>General</u>							
Cleanup-Lead		17.015	17.440	17.875	18.325	18.875	19.440
OCC Bale Tester		16.185	16.590	17.005	17.430	17.950	18.490
Cleanup Crew Can Person		15.870	16.265	16.670	17.090	17.600	18.130
Cleanup		15.760	16.155	16.560	16.970	17.480	18.005
Sparehand-All Machines		15.450	15.840	16.235	16.640	17.140	17.655

DEPARTMENT AND JOB TITLE		Wage Rate	Wage Rate	Wage Rate	Wage Rate	Wage Rate	Wage Rate
	JRA	6-1-00	6-1-01	6-1-02	6-1-03	6-1-04	6-1-05
<u>No. 1 Paper Machine</u>							
Machine Tender		23.625	24.220	24.825	25.445	26.205	26.995
Back Tender		20.730	21.250	21.780	22.325	22.995	23.685
Third Hand		18.495	18.955	19.430	19.915	20.510	21.125
Fourth Hand		16.900	17.320	17.755	18.200	18.745	19.305
Fifth Hand		16.280	16.685	17.105	17.530	18.060	18.600
<u>No. 2 Paper Machine</u>							
Machine Tender		23.565	24.155	24.760	25.380	26.140	26.925
Back Tender		21.130	21.655	22.200	22.755	23.435	24.140
Third Hand		18.725	19.190	19.670	20.165	20.770	21.390
Fourth Hand		17.030	17.455	17.895	18.340	18.890	19.455
No. 2 & 3 Machines Fifth Hand	0.300	16.500	16.915	17.335	17.770	18.300	18.850
<u>No. 3 Paper Machine</u>							
Machine Tender		22.795	23.365	23.945	24.545	25.280	26.040
Back Tender		20.490	21.005	21.530	22.065	22.730	23.410
Third Hand		18.455	18.915	19.385	19.870	20.470	21.080
Fourth Hand		16.885	17.305	17.735	18.180	18.725	19.290

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>No. 4 Paper Machine</u>							
Machine Tender	0.360	22.345	22.905	23.480	24.065	24.785	25.530
Back Tender	0.580	20.545	21.060	21.585	22.125	22.790	23.475
Third Hand	0.500	18.410	18.870	19.340	19.825	20.420	21.030
Fourth Hand	0.480	16.895	17.315	17.750	18.190	18.740	19.300
Machine Room Utility	0.070	16.265	16.670	17.090	17.515	18.040	18.580
<u>No. 5 Paper Machine</u>							
Machine Tender		25.855	26.500	27.160	27.840	28.675	29.535
Back Tender		22.560	23.125	23.700	24.295	25.025	25.775
Third Hand	0.230	20.345	20.855	21.375	21.910	22.570	23.245
Fourth Hand		17.790	18.235	18.690	19.160	19.735	20.325
Fifth Hand		16.715	17.130	17.560	18.000	18.540	19.095
<u>No. 6 Paper Machine</u>							
Machine Tender		26.895	27.565	28.255	28.965	29.830	30.725
Back Tender		23.690	24.285	24.890	25.515	26.280	27.065
Third Hand		20.930	21.455	21.990	22.540	23.215	23.910

DEPARTMENT AND JOB TITLE		Wage Rate	Wage Rate	Wage Rate	Wage Rate	Wage Rate	Wage Rate
	JRA	6-1-00	6-1-01	6-1-02	6-1-03	6-1-04	6-1-05
<u>No. 6 Paper Machine, continued</u>							
Stock Preparation System Operator		20.040	20.540	21.055	21.580	22.230	22.895
Central Mill-Lead Hydrapulper Operator		18.245	18.700	19.170	19.650	20.235	20.845
Fourth Hand		18.210	18.670	19.135	19.615	20.200	20.805
Hydrapulper-Starch System Operator		17.200	17.625	18.070	18.520	19.075	19.650
Fifth Hand		17.175	17.605	18.045	18.495	19.050	19.625
<u>No. 7 Paper Machine</u>							
Machine Tender		25.705	26.350	27.010	27.685	28.515	29.370
Back Tender		23.425	24.010	24.610	25.225	25.980	26.760
Stock Preparation System Operator		21.280	21.815	22.360	22.920	23.605	24.315
Third Hand		19.885	20.385	20.895	21.415	22.060	22.720
Fourth Hand	0.250	17.755	18.200	18.655	19.120	19.695	20.285
Hydrapulper Operator	0.320	17.645	18.085	18.535	19.000	19.570	20.155
Fifth Hand	0.200	16.735	17.150	17.580	18.020	18.560	19.115

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>No. 8 Paper Machine</u>							
Machine Tender		22.580	23.145	23.725	24.315	25.045	25.795
Back Tender		20.360	20.870	21.390	21.925	22.580	23.260
Third Hand		18.400	18.860	19.330	19.815	20.405	21.020
Fourth Hand		16.795	17.215	17.645	18.085	18.625	19.185
<u>No. 9 Paper Machine</u>							
Machine Tender		25.500	26.135	26.790	27.460	28.280	29.130
Back Tender		23.230	23.810	24.405	25.015	25.765	26.540
Third Hand		20.210	20.715	21.235	21.765	22.420	23.090
Stock Preparation System Operator		19.410	19.895	20.395	20.905	21.530	22.180
Fourth Hand		17.800	18.240	18.700	19.165	19.740	20.335
Fifth Hand		16.765	17.185	17.615	18.055	18.595	19.155
Hydrapulper Operator		16.275	16.680	17.095	17.525	18.050	18.590

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
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No. 10 Paper Machine

Machine Tender		29.205	29.935	30.685	31.450	32.395	33.365
Back Tender		26.300	26.960	27.635	28.325	29.175	30.050
Third Hand		22.415	22.975	23.550	24.135	24.860	25.605
Stock Preparation System Operator		20.920	21.440	21.975	22.525	23.200	23.900
Fourth Hand		19.320	19.805	20.300	20.805	21.430	22.075
Fifth Hand		17.535	17.975	18.425	18.885	19.450	20.035

No. 11 Paper Machine

Machine Tender		29.105	29.830	30.575	31.340	32.280	33.250
Back Tender		26.300	26.955	27.630	28.320	29.170	30.045
Third Hand		22.330	22.890	23.460	24.050	24.770	25.510
Stock Preparation System Operator		20.540	21.055	21.580	22.120	22.785	23.465
Fourth Hand		19.170	19.650	20.140	20.645	21.265	21.905
Fifth Hand		17.535	17.975	18.425	18.885	19.450	20.035

DEPARTMENT AND JOB TITLE		Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
	JRA						
<u>No. 12 Paper Machine</u>							
Machine Tender		28.905	29.630	30.370	31.130	32.065	33.025
Back Tender		26.110	26.760	27.430	28.115	28.960	29.825
Third Hand		22.110	22.665	23.230	23.810	24.525	25.260
Stock Preparation System Operator		20.445	20.955	21.480	22.015	22.675	23.355
Lead Hydrapulper Operator-East Mill		19.380	19.865	20.365	20.870	21.500	22.145
Fourth Hand	0.500	19.150	19.625	20.120	20.620	21.240	21.875
Fifth Hand		17.530	17.970	18.420	18.880	19.445	20.030
Hydrapulper Operator-East Mill		17.520	17.955	18.405	18.865	19.430	20.015
<u>PULP MILL</u>							
<u>Chip Handling</u>							
Chip Screen Oper. & Conveyor Tender		20.085	20.585	21.100	21.630	22.280	22.945
Crane Operator-Barge Unloading		18.735	19.205	19.685	20.175	20.780	21.405
Dozer Operator 17 Ft.		17.940	18.390	18.850	19.320	19.900	20.495
Chip Storage Operator		17.810	18.255	18.710	19.175	19.755	20.345
Chip Storage Bulldozer/Dozermobile Oper.		17.530	17.970	18.420	18.880	19.445	20.030

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Chip Handling, continued</u>							
Chip Car-Weigher		17.140	17.570	18.010	18.460	19.015	19.585
No. 1 Chip Unloader		16.610	17.025	17.450	17.885	18.420	18.975
Wood Utility	0.380	16.495	16.905	17.330	17.760	18.295	18.845
<u>Digesters</u>							
Kamyr Operator (K-2)		24.645	25.265	25.895	26.545	27.340	28.160
Kamyr Operator (K-1)		24.320	24.925	25.550	26.190	26.975	27.785
Continuous Pulping Operator		22.815	23.385	23.970	24.565	25.305	26.065
No. 2 Cook		22.560	23.120	23.700	24.290	25.020	25.770
No. 1 Cook		21.670	22.215	22.770	23.335	24.035	24.760
Kamyr Assist. Operator (after 2 years)		21.425	21.960	22.510	23.075	23.765	24.480
No. 3 Cook		20.780	21.300	21.830	22.375	23.045	23.740
Kamyr Assist. Operator (2 nd year)		20.705	21.225	21.755	22.300	22.970	23.655
No. 6 & No. 7 Washer Operator		19.990	20.490	21.005	21.530	22.175	22.840
Kamyr Assist. Operator (1 st year)		19.990	20.485	21.000	21.525	22.170	22.835
No. 3 & No. 4 Washer Operator		19.530	20.015	20.515	21.030	21.660	22.310
No. 1 & No. 2 Washer Operator		19.070	19.545	20.035	20.535	21.150	21.785

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Digesters, continued</u>							
No. 5 Washer Operator		18.955	19.430	19.915	20.410	21.025	21.655
Kamyr Utility (after 2 years)		18.755	19.225	19.705	20.200	20.805	21.430
Kamyr Utility (2 nd year)		18.425	18.885	19.355	19.840	20.435	21.050
Kamyr Utility (1 st year)		18.095	18.545	19.010	19.485	20.070	20.670
Pulp Area Utility		17.935	18.385	18.845	19.315	19.895	20.490
No. 2 Cook's Helper		17.775	18.220	18.675	19.145	19.715	20.310
No. 1 Cook's Helper		17.555	17.990	18.440	18.905	19.470	20.055
<u>Recovery</u>							
Furnace Operator No. 22		23.215	23.795	24.390	25.000	25.750	26.525
Furnace Operator No. 19		22.910	23.480	24.070	24.670	25.410	26.175
Lime Kiln & Sludge Filter Operator		21.925	22.475	23.035	23.615	24.320	25.050
Evaporator Operator		21.795	22.340	22.900	23.470	24.175	24.900
Furnace Operator No. 18		21.550	22.090	22.645	23.210	23.905	24.625
No. 5 Lime Kiln Operator		20.980	21.505	22.045	22.595	23.275	23.970
Furnace Operator No. 15		20.750	21.270	21.800	22.345	23.015	23.710
Caustic Liquor Maker		20.160	20.665	21.180	21.710	22.360	23.030

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Recovery, continued</u>							
Furnace Helper No. 22		19.100	19.575	20.065	20.570	21.185	21.820
Furnace Helper No. 19		18.460	18.920	19.395	19.875	20.475	21.090
Furnace Helper No. 18		17.580	18.020	18.470	18.935	19.500	20.085
Furnace Helper No. 15		17.475	17.915	18.360	18.820	19.385	19.965
<u>Miscellaneous</u>							
Boiler Cleanup		16.195	16.600	17.015	17.440	17.960	18.500
Laborer		15.450	15.840	16.235	16.640	17.140	17.655
<u>PRIMARY FINISHING</u>							
Roll Handling System Operator-East Mill		19.200	19.680	20.170	20.675	21.295	21.935
Roll Handling System Operator-West Mill		18.510	18.970	19.445	19.930	20.530	21.145
Roll Handling System Operator-Central Mill		18.090	18.545	19.005	19.480	20.065	20.670
General Operator		17.880	18.330	18.785	19.255	19.835	20.430
Trucker Supply-Stock		17.675	18.120	18.570	19.035	19.605	20.195
Roll Handling System Operator-No. 10 P.M.		17.550	17.990	18.435	18.900	19.465	20.050
Rewinder Operator No. 4		17.100	17.530	17.965	18.415	18.970	19.540
East Mill Roll Handling Utility		16.920	17.345	17.780	18.225	18.770	19.330

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>PRIMARY FINISHING, continued</u>							
Rewinder Operator No. 9		16.875	17.300	17.730	18.175	18.720	19.280
Rewinder Operator No. 2		16.825	17.245	17.675	18.115	18.660	19.220
West Mill Roll Handling Helper		16.740	17.160	17.590	18.030	18.570	19.125
Rewinder Operator No. 3		16.710	17.125	17.555	17.990	18.530	19.090
Rewinder Operator No. 1		16.650	17.065	17.495	17.930	18.470	19.020
Central Mill Roll Handling Helper		16.610	17.025	17.450	17.885	18.420	18.975
Rewinder Helper No. 4		15.975	16.375	16.785	17.205	17.720	18.255
Rewinder Helper No. 1, 2, 3, 9		15.865	16.265	16.670	17.085	17.600	18.125
Laborer		15.450	15.840	16.235	16.640	17.140	17.655
<u>PRIMARY SHIPPING</u>							
Trucker Checker No. 10 & 11 Machines	0.260	18.635	19.100	19.580	20.070	20.670	21.290
Trucker Checker-West Mill		18.150	18.605	19.070	19.550	20.135	20.740
Trucker Checker-Central Mill		18.050	18.500	18.965	19.435	20.020	20.620
Trucker Checker Machines (Floater)		17.510	17.950	18.395	18.855	19.425	20.005
Trucker		16.185	16.590	17.005	17.430	17.950	18.490
Loader		15.450	15.840	16.235	16.640	17.140	17.655

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Train Crew</u>							
Conductor-Dispatcher		20.470	20.980	21.505	22.045	22.705	23.385
Engineer		19.735	20.230	20.735	21.255	21.890	22.550
Brake Operator-A		17.885	18.335	18.790	19.260	19.840	20.435
Brake Operator Relief-Shipper		17.885	18.335	18.790	19.260	19.840	20.435
<u>Miscellaneous</u>							
Trucker Checker Shipping (2 Shifts)		17.910	18.360	18.820	19.290	19.870	20.465
Warehouse-Checker Loader	0.295	17.645	18.085	18.535	19.000	19.570	20.155
<u>Fish Cleanup</u>							
Sweeper Scrubber Operator		16.185	16.590	17.005	17.430	17.950	18.490
Car Cleaner-Sealer-Truck Driver		15.760	16.155	16.560	16.970	17.480	18.005
Cleanup		15.485	15.870	16.270	16.675	17.175	17.690
<u>TECHNICAL SERVICE</u>							
Shift Inspector		22.350	22.910	23.485	24.070	24.795	25.535
West Mill Lead Paper Tester		19.795	20.290	20.800	21.320	21.960	22.615

DEPARTMENT AND JOB TITLE	JRA	Wage	Wage	Wage	Wage	Wage	Wage
		Rate	Rate	Rate	Rate	Rate	Rate
		6-1-00	6-1-01	6-1-02	6-1-03	6-1-04	6-1-05
<u>TECHNICAL SERVICE, continued</u>							
East Mill Lead Paper Tester		19.490	19.975	20.475	20.990	21.620	22.265
Central Mill Lead Paper Tester		19.190	19.670	20.160	20.665	21.285	21.920
West Mill Assistant Paper Tester		17.975	18.425	18.885	19.355	19.935	20.535
East Mill Assistant Paper Tester		17.890	18.340	18.795	19.265	19.845	20.440
Central Mill Assistant Paper Tester		17.765	18.210	18.665	19.135	19.705	20.300
Pulp and Board Tester	0.170	17.750	18.195	18.650	19.115	19.685	20.280
Pulp Mill Tester		16.725	17.145	17.570	18.010	18.550	19.105
Chip Tester		15.975	16.375	16.785	17.205	17.720	18.255
Chip Tester Relief		15.975	16.375	16.785	17.205	17.720	18.255
<u>Main Lab</u>							
Laboratory Technician-A	0.725	21.670	22.215	22.770	23.340	24.040	24.760
Laboratory Technician-B		19.660	20.155	20.655	21.175	21.810	22.465
Laboratory Technician-C		18.745	19.215	19.695	20.190	20.795	21.420
Laboratory Technician-D		17.880	18.330	18.785	19.255	19.835	20.430
Laboratory Analyst-A		17.660	18.105	18.555	19.020	19.590	20.180
Laboratory Analyst-B		17.030	17.455	17.895	18.340	18.890	19.460

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Main Lab, continued</u>							
Laboratory Analyst-C		16.610	17.025	17.450	17.885	18.425	18.975
Laboratory Helper		16.080	16.485	16.895	17.320	17.835	18.370
Laboratory Helper Relief		16.080	16.485	16.895	17.320	17.835	18.370
Laboratory Laborer		15.450	15.840	16.235	16.640	17.140	17.655
<u>Box Testers</u>							
Box Tester-							
After 6 Months		18.340	18.800	19.270	19.750	20.345	20.955
Start		17.430	17.865	18.315	18.770	19.335	19.915
Box Tester Assistant-							
After 6 Months		16.810	17.230	17.660	18.100	18.645	19.205
Start		15.905	16.300	16.710	17.125	17.640	18.170

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
SERVICE DIVISION							
<u>MILL - GENERAL</u>							
Confined Space Attendant		15.760	16.150	16.555	16.970	17.480	18.005
<u>STEAM & POWER</u>							
Turbine Operator		23.935	24.535	25.145	25.775	26.550	27.345
Power Boiler Operator	1.640	25.395	26.030	26.680	27.350	28.170	29.015
Power Utility Operator	0.280	20.780	21.300	21.830	22.375	23.045	23.740
Power Boiler Helper	0.480	19.750	20.240	20.750	21.265	21.905	22.560
Dozer Operator-Fuel Handler		17.670	18.115	18.565	19.030	19.600	20.190
Boiler Helper		16.745	17.165	17.595	18.035	18.575	19.130
Boiler Helper Relief		15.450	15.840	16.235	16.640	17.140	17.655

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
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YARD CREW

Crane and Excavating

Crane Operator-125 Ton Grove	21.040	21.565	22.105	22.660	23.340	24.040
Crane Operator-65 Ton Hydraulic	20.205	20.710	21.225	21.760	22.410	23.085
Crane Operator-25 Ton Hydraulic	19.770	20.265	20.770	21.290	21.930	22.590
Crane Operator-22 Ton Grove	19.425	19.910	20.405	20.915	21.545	22.190
Carry Deck Crane Operator-10 Ton	17.780	18.225	18.680	19.145	19.720	20.315
Carry Deck Crane Operator	17.455	17.895	18.340	18.800	19.365	19.945
Winch/Overhead Crane Operator	16.500	16.915	17.335	17.770	18.305	18.850
Truck Driver-Truck Crane-125 Ton Grove	16.285	16.695	17.110	17.540	18.065	18.605
Truck Driver-65 Ton	16.195	16.600	17.015	17.440	17.960	18.500

Yard Equipment

Trucker, Powered-H.L.	16.865	17.285	17.720	18.160	18.705	19.265
Trucker, Powered	16.650	17.070	17.495	17.930	18.470	19.025
Truck Driver-Low Boy	16.395	16.805	17.225	17.655	18.185	18.730
Truck Driver-Garbage	16.080	16.480	16.890	17.315	17.835	18.370

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Yard Equipment, continued</u>							
Operator-Tractor-Loader		15.975	16.375	16.785	17.205	17.720	18.255
Truck Driver-Lugger (Large)		15.975	16.375	16.785	17.205	17.720	18.255
Truck Driver-Lugger		15.965	16.365	16.775	17.195	17.710	18.240
Truck Driver-Flatbed		15.965	16.365	16.775	17.195	17.710	18.240
<u>Miscellaneous</u>							
Lead Equipment Operator	0.700	22.580	23.140	23.720	24.315	25.045	25.795
Lead Yard Laborer		18.660	19.130	19.605	20.095	20.700	21.320
Bulldozer Operator-Lead		18.085	18.535	19.000	19.475	20.060	20.660
Solid Waste Operator		17.795	18.240	18.695	19.160	19.735	20.330
Heavy Equipment Servicer		17.670	18.115	18.565	19.030	19.600	20.190
Bulldozer Operator		17.460	17.895	18.340	18.800	19.365	19.945
Yard-Lead-Roll Mover		17.430	17.865	18.310	18.770	19.330	19.910
Track-Lead		17.295	17.730	18.170	18.625	19.185	19.760
Sandblaster	0.250	17.455	17.890	18.340	18.800	19.360	19.945
Backhoe Operator		17.035	17.460	17.900	18.345	18.895	19.465
Sandblaster-High Elevations		16.825	17.245	17.675	18.115	18.660	19.220

DEPARTMENT AND JOB TITLE		Wage Rate	Wage Rate	Wage Rate	Wage Rate	Wage Rate	Wage Rate
JRA		6-1-00	6-1-01	6-1-02	6-1-03	6-1-04	6-1-05
<u>Miscellaneous, continued</u>							
Rolling Stock-Servicer		16.820	17.240	17.675	18.115	18.660	19.220
Lime Kiln Cleanup		16.770	17.190	17.620	18.060	18.600	19.160
Yard Crew-Special Cleaning		16.765	17.185	17.615	18.055	18.595	19.155
Tie Tamper Operator		16.605	17.020	17.450	17.885	18.420	18.975
Label Engraver	0.300	16.815	17.235	17.665	18.105	18.650	19.210
Motor Records Clerk		16.500	16.915	17.335	17.770	18.305	18.850
Air Filter Inspector and Cleaner		16.495	16.910	17.330	17.765	18.300	18.850
Hog Tender		16.490	16.905	17.325	17.760	18.290	18.840
Traxcavator Operator		16.395	16.805	17.225	17.655	18.185	18.730
Pallet Sawyer		16.395	16.805	17.225	17.655	18.185	18.730
Salvage Thermal Cutter		16.290	16.695	17.115	17.545	18.070	18.610
Operator-Towmotor Tractor		16.285	16.695	17.110	17.540	18.065	18.605
Operator-Chain Saw		16.195	16.600	17.015	17.440	17.960	18.500
Track-Inspector Repairer		16.080	16.485	16.895	17.320	17.835	18.375
Pallet Maker		15.975	16.375	16.785	17.205	17.720	18.255
Operator-Concrete Saw		15.975	16.375	16.785	17.205	17.720	18.255
Operator-Jackhammer		15.975	16.375	16.785	17.205	17.720	18.255

DEPARTMENT AND JOB TITLE	JRA	Wage	Wage	Wage	Wage	Wage	Wage
		Rate	Rate	Rate	Rate	Rate	Rate
		6-1-00	6-1-01	6-1-02	6-1-03	6-1-04	6-1-05
<u>Miscellaneous, continued</u>							
Power Boiler Cleanup		15.975	16.375	16.785	17.205	17.720	18.255
Tire Repairer		15.955	16.355	16.760	17.180	17.695	18.225
Label Maker		15.865	16.260	16.665	17.085	17.595	18.125
Laborer-Lead-Yard		15.785	16.175	16.580	16.995	17.505	18.030
Operator-Air Tugger		15.760	16.155	16.560	16.970	17.480	18.005
Laborer-Yard		15.450	15.840	16.235	16.640	17.140	17.655
Laborer-Yard-Track		15.450	15.840	16.235	16.640	17.140	17.655

DEPARTMENT AND JOB TITLE	JRA	Wage	Wage	Wage	Wage	Wage	Wage
		Rate	Rate	Rate	Rate	Rate	Rate
		6-1-00	6-1-01	6-1-02	6-1-03	6-1-04	6-1-05

MECHANICS & HELPERS

Any employee whose work is primarily in any one or more than one of the below listed trades is subject to the following schedule of rates and classifications for Mechanics and Helpers.

Machinists	Millwrights	Electricians	Pipefitters	Auto Mechanics
Painters	Masons	Welders	Instrument Mechanics	Roll Grinders

Classification of Mechanics and Helpers with rates as follows:

Mechanics

Lead Mechanic (Journeyman A)	24.070	24.670	25.290	25.920	26.700	27.500
Journeyman A Mechanic	23.615	24.205	24.810	25.430	26.195	26.980
Journeyman Mechanic	22.340	22.900	23.475	24.060	24.780	25.525
Intermediate Mechanic A	18.285	18.740	19.210	19.690	20.280	20.890
Intermediate Mechanic	17.870	18.315	18.775	19.245	19.820	20.415
Junior Mechanic A	17.495	17.930	18.380	18.840	19.405	19.985
Junior Mechanic	17.245	17.675	18.120	18.570	19.130	19.705

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Helpers</u>							
Senior Helper		16.395	16.805	17.225	17.655	18.185	18.730
Second Helper		15.910	16.305	16.715	17.135	17.645	18.175
Starting Helper		15.450	15.840	16.235	16.640	17.140	17.655

Journeyman A Progression

Eligibility for Journeyman A classification rates is as follows:

A Journeyman Mechanic having two (2) years', but less than five (5) years', experience as a Journeyman Mechanic shall, upon completion of the required training, taking the diagnostic tests, and passing the field tests, receive a portion of the Journeyman A rate as set forth below:

Journeyman A - After 5 Years	23.615	24.205	24.810	25.430	26.195	26.980
Toward Journeyman A - After 4 Years	23.300	23.880	24.475	25.090	25.840	26.615
Toward Journeyman A - After 3 Years	22.980	23.555	24.140	24.745	25.490	26.255
Toward Journeyman A - After 2 Years	22.660	23.225	23.810	24.405	25.135	25.890
Journeyman	22.340	22.900	23.475	24.060	24.780	25.525

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Senior Shift Millwright, Pipefitter or Instrument Mechanic in Each Crew</u>							
Journeyman A - After 5 Years		24.675	25.295	25.925	26.575	27.370	28.195
Toward Journeyman A - After 4 Years		24.510	25.125	25.750	26.395	27.185	28.000
Toward Journeyman A - After 3 Years		24.345	24.955	25.575	26.215	27.005	27.815
Toward Journeyman A - After 2 Years		24.180	24.785	25.405	26.040	26.820	27.625
Journeyman		24.015	24.615	25.230	25.860	26.635	27.435
<u>Senior Shift Electrician in Each Crew</u>							
Journeyman A - After 5 Years		25.130	25.760	26.400	27.060	27.875	28.710
Toward Journeyman A - After 4 Years		24.965	25.585	26.225	26.885	27.690	28.520
Toward Journeyman A - After 3 Years		24.800	25.420	26.055	26.705	27.505	28.330
Toward Journeyman A - After 2 Years		24.630	25.250	25.880	26.525	27.320	28.140
Journeyman		24.465	25.080	25.705	26.350	27.140	27.955
<u>List of Specialty Journeyman A Assignments</u>							
Senior Shift Electrician in Each Crew		25.130	25.760	26.400	27.060	27.875	28.710
Senior Shift Millwright in Each Crew		24.675	25.295	25.925	26.575	27.370	28.195
Senior Shift Pipefitter in Each Crew		24.675	25.295	25.925	26.575	27.370	28.195

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>List of Specialty Journeyman A Assignments, continued</u>							
Senior Shift Instr. Mech. in Each Crew		24.675	25.295	25.925	26.575	27.370	28.195
Senior Box Plant Millwright		24.525	25.135	25.765	26.410	27.200	28.015
Lead Mason-Certified Asbestos Sprvsr.		24.525	25.135	25.765	26.410	27.200	28.015
Night Machinist (when reg. assigned)		24.070	24.670	25.290	25.920	26.700	27.500
Senior Carpenter		24.070	24.670	25.290	25.920	26.700	27.500
Sr. Night Inst. Mech. (when reg. assigned)		24.070	24.670	25.290	25.920	26.700	27.500
Night Welder (when reg. assigned)		24.070	24.670	25.290	25.920	26.700	27.500
Senior Box Plant Electrician		24.070	24.670	25.290	25.920	26.700	27.500
Night Auto Mech. (when reg. assigned)		24.070	24.670	25.290	25.920	26.700	27.500
<u>Shift Mechanics</u>							
Journeyman A Shift Mechanic		24.225	24.830	25.450	26.085	26.870	27.675
Toward Journeyman A Shift Mech. -After 4 Years		23.905	24.500	25.115	25.740	26.515	27.310
Toward Journeyman A Shift Mech. -After 3 Years		23.585	24.175	24.780	25.400	26.160	26.945
Toward Journeyman A Shift Mech. -After 2 Years		23.265	23.850	24.445	25.055	25.810	26.580
Journeyman Shift Mechanic		22.950	23.520	24.110	24.715	25.455	26.220

DEPARTMENT AND JOB TITLE	JRA	Wage	Wage	Wage	Wage	Wage	Wage
		Rate	Rate	Rate	Rate	Rate	Rate
		6-1-00	6-1-01	6-1-02	6-1-03	6-1-04	6-1-05
<u>OILERS</u>							
Oiler Lead (Shift)		21.145	21.675	22.215	22.770	23.455	24.155
Vibration Analyst		20.840	21.360	21.895	22.445	23.115	23.810
Oiler-Lead Person		20.755	21.275	21.805	22.350	23.020	23.710
Oiler-Special A (Shift)		20.745	21.265	21.795	22.340	23.010	23.700
Oiler-Class A (Shift)		20.180	20.685	21.205	21.735	22.385	23.055
Oiler-Special A		20.140	20.640	21.160	21.685	22.335	23.005
Oiler-Class A		19.575	20.065	20.565	21.080	21.710	22.365
Oiler-Class B		17.625	18.065	18.515	18.980	19.550	20.135
Oiler Class C		17.015	17.440	17.875	18.320	18.870	19.440
Oiler Class D		16.395	16.805	17.225	17.655	18.185	18.730
<u>STOREROOM</u>							
Store Inventory Clerk	0.400	18.935	19.410	19.895	20.390	21.005	21.635
Store Receiving & Shipping Clerk-Lead	0.300	18.715	19.180	19.660	20.150	20.755	21.380
Storeroom Stock Coordinator	0.580	18.475	18.935	19.410	19.895	20.490	21.105

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>STOREROOM, continued</u>							
Storage & Issue Clerk-Lead	0.530	18.270	18.730	19.195	19.675	20.265	20.875
Trucker-L.L. Warehouse	0.680	18.055	18.505	18.970	19.445	20.025	20.630
Tool Room Attendant	0.580	17.940	18.390	18.850	19.320	19.900	20.500
Truck Driver-Automobile		17.125	17.550	17.990	18.440	18.995	19.565
Pallet & Materials Handler	0.580	17.420	17.855	18.300	18.760	19.320	19.900
Storage & Issue Clerk, East Mech. Ctr.	0.630	17.525	17.965	18.415	18.875	19.440	20.025
Storage & Issue Clerk, South End	0.630	17.525	17.965	18.415	18.875	19.440	20.025
Trucker Powered-L.L.	0.330	17.125	17.555	17.995	18.445	18.995	19.565
Shipping Clerk		16.655	17.075	17.500	17.935	18.475	19.030
Receiving Clerk-After 6 Months		16.520	16.935	17.360	17.790	18.325	18.875
Storage & Issue Clerk		16.440	16.850	17.270	17.700	18.235	18.780
Storage & Issue Clerk, Start		15.760	16.155	16.560	16.970	17.480	18.005
Receiving Clerk, Start		15.760	16.155	16.560	16.970	17.480	18.005
Laborer		15.450	15.840	16.235	16.640	17.140	17.655

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
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CONVERTING DIVISION

BOX PLANT

Corrugators

Operator-Setup		19.205	19.685	20.175	20.680	21.300	21.940
Single Facer Operator	0.120	18.115	18.570	19.030	19.510	20.095	20.695
Double Backer Operator-Corrugator		16.485	16.895	17.320	17.750	18.285	18.835
Corrugator Roll Handler		16.070	16.470	16.880	17.305	17.825	18.360
Corrugator Stacker Tender		15.755	16.145	16.550	16.965	17.475	18.000
Utility		15.155	15.535	15.920	16.320	16.810	17.315

Paster

Paster Operator		18.140	18.590	19.055	19.535	20.120	20.725
Paster-Glue Machine Operator		16.990	17.415	17.850	18.300	18.850	19.415
Paster Roll Shafter		15.970	16.370	16.780	17.195	17.715	18.245
Paster Set-Up Helper		15.545	15.935	16.330	16.740	17.240	17.760

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Presses</u>							
Bobst 6-Color Printer Operator		18.785	19.255	19.740	20.230	20.840	21.465
Ward Die Cutter Operator -- #10 Press Operator		18.090	18.545	19.010	19.485	20.070	20.670
Bobst 6-Color Printer Assistant		16.485	16.895	17.320	17.750	18.285	18.835
Ward Die Cutter Assistant -- #10 Press Assistant		16.175	16.580	16.990	17.415	17.940	18.480
<u>Folder Gluer (Flexo)</u>							
Transline Operator/Super Mini Operator		19.105	19.580	20.070	20.575	21.190	21.825
Transline Assistant/Super Mini Assistant		16.480	16.895	17.315	17.750	18.280	18.830
<u>Specialty Folder-Gluer</u>							
Specialty Folder Gluer Operator		18.750	19.220	19.700	20.190	20.800	21.420
Specialty Folder Gluer Assistant		16.825	17.245	17.675	18.115	18.660	19.220
Specialty Folder Gluer Offbearer		15.870	16.265	16.670	17.090	17.600	18.130
<u>Hydraulic Cutting Press (Bobst)</u>							
Bobst 2-Color Flexo Die Cutter Operator		18.575	19.040	19.515	20.000	20.600	21.220
Bobst Die Cutter Operator		17.705	18.150	18.600	19.065	19.640	20.230

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Hydraulic Cutting Press (Bobst), continued</u>							
Bobst 2-Color Flexo Die Cutter Assistant		16.485	16.895	17.320	17.750	18.285	18.835
Bobst Die Cutter Assistant		16.065	16.470	16.880	17.300	17.820	18.355
<u>Miscellaneous</u>							
Printing Plate Mounter		17.500	17.940	18.385	18.845	19.410	19.995
Head Starch Cook		16.585	17.000	17.425	17.860	18.400	18.950
Roll Grabber Operator		16.380	16.790	17.210	17.640	18.170	18.715
Machine Staging Coordinator		16.375	16.785	17.205	17.635	18.165	18.710
Trimmer Operator-S.F.		15.665	16.060	16.460	16.870	17.380	17.900
Trucker-Pallets		15.560	15.950	16.350	16.760	17.260	17.780
Slitter Scorer Operator		15.360	15.745	16.140	16.545	17.040	17.550
Liqui-plex Staging Coordinator		15.255	15.635	16.025	16.430	16.920	17.430
Sweeper-Powered		15.155	15.535	15.920	16.320	16.810	17.315
Laborer-Box Plant		14.855	15.230	15.610	16.000	16.480	16.975
<u>Auto Unit Load Strapper</u>							
Operator-Auto Unit Load Strapper-Interlake		15.990	16.390	16.800	17.220	17.735	18.270

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Folder-Gluer</u>							
Laminator Folder Gluer Operator		17.195	17.625	18.070	18.520	19.075	19.645
Folder-Gluer Operator		16.785	17.205	17.635	18.075	18.620	19.175
Laminator Folder Gluer Assistant		15.765	16.160	16.565	16.980	17.485	18.010
Folder-Gluer Helper		15.750	16.145	16.550	16.965	17.470	17.995
Laminator Stacker		15.735	16.125	16.530	16.945	17.450	17.975
<u>Die Maker</u>							
Die Maker Assistant (Sample Maker) After 18 Months (3M Hrs.)		16.785	17.205	17.635	18.075	18.615	19.175
Die Maker Assistant (Sample Maker) After 12 Months (2M Hrs.)		15.970	16.370	16.780	17.200	17.715	18.245
Die Maker Assistant (Sample Maker) After 6 Months (1M Hrs.)		15.570	15.960	16.360	16.765	17.270	17.790
Die Maker Assistant (Sample Maker) Start		15.360	15.745	16.140	16.545	17.040	17.550

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Shippers and Truckers</u>							
Trucker Checker-Box		16.915	17.340	17.770	18.215	18.760	19.325
Trucker, Powered-L.L.		16.280	16.685	17.100	17.530	18.055	18.600
Trucker L.L. Broke		15.570	15.960	16.360	16.765	17.270	17.790
<u>Curtain Coater/Hot Waxer</u>							
Hot Waxer Operator		15.360	15.745	16.140	16.545	17.040	17.550
<u>CONVERTING-FINISHING-SHIPPING</u>							
<u>Crepe and Core</u>							
Crepe Machine Operator		18.150	18.605	19.070	19.545	20.130	20.735
Crepe Machine 1 st Helper		16.380	16.790	17.210	17.640	18.170	18.715
Core Maker		16.080	16.485	16.895	17.315	17.835	18.370
Core Handler		15.665	16.055	16.455	16.870	17.375	17.895

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Cutters</u>							
Cutter Operator-No. 3		16.375	16.785	17.205	17.635	18.165	18.710
Cutter Operator-No. 2		16.270	16.675	17.095	17.520	18.045	18.590
Cutter Operator-No. 3 Helper		15.545	15.935	16.330	16.740	17.240	17.760
Cutter Operator-No. 2 Helper		15.395	15.780	16.170	16.575	17.075	17.585
<u>Bundler Tier</u>							
Trucker-Supply		16.465	16.875	17.300	17.730	18.265	18.810
Trimmer Operator		15.970	16.370	16.780	17.195	17.715	18.245
Counter Roll Wrapping-Dixon Machine		15.545	15.935	16.330	16.740	17.240	17.760
Bundler-Tier		15.540	15.930	16.330	16.735	17.240	17.755
<u>Automatic Rewinder</u>							
Counter Roll Plugger & Wrapper Oper.		17.395	17.830	18.275	18.735	19.295	19.875
Rewinder Operator No. 6		16.600	17.015	17.445	17.880	18.415	18.970
Rewinder Operator No. 7		16.485	16.895	17.320	17.750	18.285	18.835
Rewinder Helper No. 7		15.360	15.745	16.140	16.545	17.040	17.550

DEPARTMENT AND JOB TITLE	JRA	Wage Rate 6-1-00	Wage Rate 6-1-01	Wage Rate 6-1-02	Wage Rate 6-1-03	Wage Rate 6-1-04	Wage Rate 6-1-05
<u>Trucker</u>							
Stocker Warehouse		16.800	17.225	17.655	18.095	18.635	19.195
Trucker-Warehousing		16.375	16.785	17.200	17.630	18.160	18.705
<u>Miscellaneous</u>							
Counter Roll Wrapping-Dixon Machine Tailer		15.545	15.935	16.330	16.740	17.240	17.760
Finishing Helper		14.855	15.230	15.610	16.000	16.480	16.975
<u>Aniline Print and Camachine</u>							
Ink System Operator		18.355	18.815	19.285	19.765	20.360	20.970
Press Operator-Kidder (After 12 Months)		17.920	18.370	18.830	19.300	19.880	20.475
Press Operator-Kidder (After 6 Months)		16.510	16.925	17.345	17.780	18.315	18.865
Press Operator-Kidder (Start)		15.900	16.295	16.705	17.120	17.635	18.165
Camachine Rewinder Operator		15.750	16.145	16.550	16.965	17.470	17.995
Camachine Rewinder Helper		15.170	15.550	15.940	16.340	16.830	17.335

DEPARTMENT AND JOB TITLE	JRA	Wage	Wage	Wage	Wage	Wage	Wage
		Rate	Rate	Rate	Rate	Rate	Rate
		6-1-00	6-1-01	6-1-02	6-1-03	6-1-04	6-1-05
<u>JANITORIAL</u>							
Janitorial-Lead		15.760	16.155	16.560	16.975	17.485	18.010
Janitorial		14.855	15.230	15.610	16.000	16.480	16.975
Janitorial Relief		14.855	15.230	15.610	16.000	16.480	16.975

EXHIBIT B WELFARE PLAN

This Exhibit B sets forth the respective rights and obligations of the Company and its employees effective June 1, 2000, except as otherwise provided herein, under the Welfare Plan that has been established pursuant to Section 27 of the Labor Agreement.

A. GENERAL PROVISIONS

1. The Company shall make available to its employees a welfare plan that will include a schedule of benefits for employees and dependents as listed in paragraph C of this Exhibit B. The benefits so listed are the Company's sole obligation for employees' Health and Welfare coverage during the term of this Agreement.
2. The Company shall make the following contributions for Welfare Plan Coverage:
 - a. Group Life, Accidental Death and Dismemberment, and Nonoccupational Sickness and Accident Benefits:
 - (1) The Company will pay the full cost of employee coverage for Group Term Life Coverage, Accidental Death and Dismemberment Coverage and Nonoccupational Sickness and Accident Coverage as outlined in paragraph C, subparagraph 1, of this Exhibit B.
 - b. Hospital-Surgical-Medical Coverage:
 - (1) Pursuant to the terms and conditions outlined below, the Company will pay the full cost of employee and dependent coverage for Group Hospital-Surgical-Medical Coverage as outlined in paragraph C, subparagraph 2, of this Exhibit B. The employees shall not share or participate in any manner in any experienced refunds, if

any, arising out of employee or dependent coverage under the Group Hospital-Surgical-Medical Plan.

- (a) Dependent coverage shall continue for employees whose dependents' coverage is in effect as of June 1, 2000. For any other employee's dependents, coverage shall commence with the month in which the coverage becomes effective but in no case earlier than the month in which the employee's coverage becomes effective.
- (b) Upon termination of employment, an employee's dependents Hospital-Surgical-Medical Coverage shall be canceled. The Company's contribution shall cease with its payment for the month in which termination of employment occurs.
- (c) If 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, coverage shall not continue beyond the applicable period of time of continuation of the employee's Hospital-Surgical-Medical Coverage as described in paragraph B, subparagraph 5, of this Exhibit B.
- (d) Dependent coverage shall be provided because of enrollment of the covered employee's spouse, or dependent children, as this term is defined in paragraph B, subparagraph 1-b, of this Exhibit B, but shall not be provided to any such dependent who is covered by

another group Hospital-Surgical-Medical contract of the Company or of any other employer.

c. Dental Coverage:

- (1) Pursuant to the terms and conditions outlined below, the Company will pay the full premium costs of employee and dependent coverage for Group Dental Coverage as outlined in paragraph C, subparagraph 3, of this Exhibit B. The employees shall not share or participate in any manner in any experienced refunds, if any, arising out of employee or dependent coverage under the Group Dental Plan.
 - (a) Dependent coverage shall continue for employees whose dependents' coverage is in effect as of June 1, 2000. For any other employee's dependents, coverage shall commence with the month in which the coverage becomes effective but in no case earlier than the month in which the employee's coverage becomes effective.
 - (b) Upon termination of employment an employee's dependents Dental Coverage shall be canceled. The Company's contribution shall cease with its payment for the month in which termination of employment occurs.
 - (c) If 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, coverage shall not continue beyond the applicable

period of time of continuation of the employee's Dental Coverage as described in paragraph B, subparagraph 5, of this Exhibit B.

- (d) Dependent coverage shall be provided because of enrollment of the covered employee's spouse, or dependent children, as this term is defined in paragraph B, subparagraph 1-b, of this Exhibit B, but shall not be provided to any such dependent who is covered by another group dental contract of the Company or of any other employer.

3. Mill Welfare Committees:

A Union Welfare Committee consisting of not less than two (2) and not more than three (3) members shall be designated to consult a Management Welfare Committee of not less than two (2) nor more than three (3) members with respect to questions which may arise concerning the operations of this Welfare Plan. The Union Committee members shall be selected from employees who have worked for the Company for at least one (1) year and who are working in the Mill at the time of appointment to and while serving on such committee. The Union and the Management Welfare Committees shall keep each other informed, in writing, of the names of their then current respective members.

4. Alternate Plan(s):

- a. The Company may make available at its election during the term of this Agreement an alternate Health Care Plan(s) as an alternative to the Hospital-Surgical-Medical coverages included in paragraph C, subparagraph 2, of this Exhibit B.
- b. If such alternate Health Care Plan(s) is made available, an employee will have the option to elect such Plan, in accordance with the terms of

the contract between the Company and the alternate Health Care Plan, in substitution for and as an alternate to, the Hospital-Surgical-Medical plan provided in paragraph A, subparagraph 2-b, of this Exhibit B. If an employee elects to enroll in such a plan, the monthly premium cost of benefits provided under such plan will be paid by the Company to the extent that such cost does not exceed the monthly premium cost of the Kaiser Permanente Health Care Plan as offered under paragraph 4, subparagraph a, above. Any difference in premium will be paid by the employee through monthly payroll deduction. An enrollment period will be designated each year by the Company to allow employees to make a new election as to which plan he/she desires coverage.

- c. The Company will pay ninety-five percent (95%) of Kaiser Permanente Health Care Plan. The employee will pay five percent (5%) of their single, two-party or family rate, monthly, to a maximum of Fifty Dollars (\$50) per month during the term of this Agreement. Employee contributions as above provided shall be by payroll deduction and be subject to Internal Revenue Service pre-tax rules. Premiums for early and disability retirees selecting the Kaiser Plan will be funded by the Company. The Company has no responsibility with regard to the administration or payment of claims by such alternate Health Care Plan(s).

5. Statistical Data:

Not later than May 1 of each year the Company shall furnish to the Local Union Welfare Committee a report of the claim costs of the Plan which shall include: stated premium costs, increase or decrease in reserves, retention costs, and total costs of the Plan for a 12-month period ending not later than October 31.

6. Miscellaneous 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 the coverage contract involved 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 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 or in the coverage contracts 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 or in the coverage contracts relating to the employee's right to make an election as to the cancellation or continuation of a coverage at his own expense, the Company shall give the employee timely notice in writing.

7. Selection of Carrier:

The Company will have the sole responsibility to self-administer, to self-insure and/or select the carrier or carriers of the coverages provided in this Exhibit B.

8. Continuation of Coverage - Early Retirement:

An employee who retires under the early or disability provisions of Exhibit C of this Agreement, at or after age 55 with at least 15 years of service, shall be provided Group Hospital-Surgical-Medical coverage as set forth in this Exhibit B for himself and for the dependent spouse until the employee attains the age of 65, and for the dependent spouse until she or 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 for an individual who 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. The maximum continuation of coverage for the spouse or other dependents of a retired employee who was hired after January 1, 1995 and who is entitled to continuation of dependent coverage is ten (10) years.

9. Continuation of Coverage - Total and Permanent Disability:

An employee who retires under the disability provisions of Exhibit C will be provided Group Hospital-Surgical-Medical coverage as set forth in this Exhibit B for himself and eligible dependents, the premium to be paid by the Company, for a period of twenty-nine (29) months from the date of retirement or until he is eligible for government insurance, whichever first occurs.

10. Continuation of Coverage - Normal Retirement:

An employee who retires under the normal retirement provisions of Exhibit C of this Agreement shall be

provided Group Hospital-Surgical-Medical coverage as set forth in this Exhibit B for the dependent spouse until the dependent spouse 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. The maximum continuation of coverage for the spouse or other dependents of a retired employee who was hired after January 1, 1995 who is entitled to continuation of dependent coverage is ten (10) years.

11. Continuation of Coverage - Death of an Employee:

The surviving spouse and eligible dependents of an employee who is deceased while employed by Longview Fibre Company shall be provided Hospital-Surgical-Medical coverage as set forth in this Exhibit B for a period of twelve (12) months following the date of death unless eligible for another group or governmental insurance sooner.

12. An employee and/or dependent eligible for Hospital-Surgical-Medical benefits pursuant to the provisions of paragraphs A-8, A-9, A-10 or A-11 of this Exhibit B prior to January 1, 1985 shall receive benefits, so long as eligible, under the Hospital-Surgical-Medical plan in effect prior to January 1, 1985. Any employee or dependent who becomes eligible for benefits under the provisions of said paragraphs A-8, A-9, A-10 or A-11 of this Exhibit B on or after January 1, 1985 will thereafter be eligible under the Hospital-Surgical-Medical plan provided for active employees pursuant to this Exhibit B; premiums for the Company Plan and Kaiser Penmanente Plan to be paid by the Company.

B. GENERAL COVERAGE PROVISIONS

1. Eligibility

- a. Regular employees are eligible for coverages, except dental and vision care coverage, on the first day of the month following the date they become a regular employee. Employees' dental and vision care coverage will be provided for eligible employees commencing the first day of the month following completion of the sixth full month of employment.
- b. Dependents: Eligible dependents include the wife or husband and unmarried children from birth to their nineteenth birthday.

Unmarried children nineteen years of age and over who depend solely on the employee for support, if attending an accredited school, college or university on a full-time basis, are eligible as dependents until their twenty-third birthday.

Dependents become eligible on the same day as an employee or, if acquired later, on the date they first become eligible dependents.

- c. Continuation of Medical and Dental Expense Benefits for Certain Incapacitated Children:

The Medical and Dental Expense benefits of the Plan can be continued for an unmarried child who is incapable of earning his own living because of mental retardation or physical handicap and is chiefly dependent on the employee for support on the date the child ceases to be eligible for Medical and Dental Expense Benefits due to attainment of the limiting age. Coverage for such a child can be continued for the duration of the incapacity provided coverage does not terminate for any other reason. Proof of incapacity must be furnished to the Company

within thirty-one (31) days after the child attains the limiting age and must be furnished thereafter as required.

2. Request for Dependents' Coverage

In order to obtain dependents' coverage, it is necessary to fill in an enrollment form that has been prepared for this purpose.

3. Effective Date of Coverage

If the enrollment form is completed on or before the date the employee and his dependents become eligible, benefits will become effective on the date of eligibility. If the enrollment form is completed within thirty-one (31) days after the employee's dependents become eligible, benefits will become effective on the date the form is completed. If an employee does not request benefit coverage within thirty-one (31) days after his dependents become eligible, the Company will require that he furnish satisfactory evidence of insurability for each of his dependents at his own expense, before benefit coverage can be obtained.

If an employee is both disabled and away from work on the date benefit coverage would otherwise become effective, benefit coverage will not become effective until he returns to work on a full-time basis.

4. Changes to Report

After an employee's benefit coverage becomes effective, it is necessary to notify the Human Resources Department of any change in the number of dependents that will result in a change from one to another of the following classifications:

- a. Employee without dependents
- b. Employee with one dependent
- c. Employee with two or more dependents

This information is necessary so that the employee's coverage can be adjusted accordingly. If such a change is reported within thirty-one (31) days after the change, benefit coverage will be adjusted, effective on the date of the report, but if the employee does not request the change within thirty-one (31) days, satisfactory evidence of insurability, at the employee's own expense will be required to include a dependent.

5. Continuation of Coverages

- a. All employee coverages will be canceled as of the end of the day an employee is terminated from the payroll of Longview Fibre Company. Dependents' coverages terminate the same day as an employee.
- 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 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 Industrial Insurance Act, suffered during the course of his 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 disability began; his Group Term Life, Accidental Death and Dismemberment, and employee Hospital-Surgical-Medical and Dental coverage will be continued and paid for by the Company during the period 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 coverages will be canceled unless the employee elects to continue such coverages with the premiums paid for by the employee. If the above provided cancellation occurs, the Nonoccupational Sickness and Accident coverage of the disabled employee shall be effective between the time his occupational disability ends and the time such coverage is automatically reinstated when he returns to work. The Company will make the contribution toward dependent benefits for this same period it provides employee benefits.

- (2) Nonoccupational Disability - If such employee is absent from work as a result of a nonoccupational accident or sickness, all of the employee's coverages will be continued and paid for by the Company during the period 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 from work beyond twelve (12) months, his Sickness and Accident coverage will be canceled; his Group Term Life, Accidental Death and Dismemberment, Hospital-Surgical-Medical and Dental coverages will be continued 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. The Company will make the contribution toward dependent benefits for the same period it provides employee benefits.

- (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 one (1) month following the month in which the layoff or personal leave of absence began. If the layoff or personal leave of absence continues beyond that one (1) month, the employee's Sickness and Accident coverage will be canceled; his Group Term Life, Accidental Death and Dismemberment, 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. The Company will make the contribution toward dependent benefits for the same period it provides employee benefits.

- (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 purposes hereof, the Armed Forces of the United States include the National Guard of the state in which the employee resides.

The Company will make the contribution toward dependent benefits for the same period it provides employee benefits.

6. Extended Benefit Coverage - Hospital-Surgical-Medical

If an employee or one of his covered dependents are totally disabled at the time benefit coverage terminates, the Medical Expense Benefits of this Plan will continue to be available for expenses incurred by the disabled person during the continuation of disability for a period of three (3) months beyond the date on which benefit coverage terminates. For Hospital Expense Benefits, confinement must commence before the end of this three-month period.

7. Coordination With Other Group Plan Benefits--Hospital-Surgical-Medical and Dental

In a calendar year, this Plan will always pay either its regular benefits in full, or a reduced amount which, when added to the benefits payable by the other plan or plans, will equal 100% of "allowable expenses."

"Allowable Expenses" means any necessary, reasonable and customary expense, incurred during a calendar year and while eligible for benefits under this "Plan," part or all of which would be covered under any of the "plans," but not any expenses contained in the list of Exclusions.

"Plan" means any plan providing benefits or service, for or by reason of medical or dental care or treatment, which benefits or services are provided by group insurance or any other arrangement of coverage for individuals in a group whether on an insured or uninsured basis.

8. Included Definitions

- a. **Doctor-Physician:** A state licensed physician practicing within the scope of his license.
- b. **Hospital:** To be recognized as a hospital for benefit coverage purposes, an institution must keep patients regularly overnight, have full diagnostic, surgical and therapeutic facilities under the supervision of a staff of physicians who are doctors of medicine and regularly provide 24-hour nursing service by registered graduate nurses. Unless they fully meet this definition, institutions such as clinics, nursing homes, and places for rest, the aged, drug addicts or alcoholics do not qualify as hospitals, except alcoholic treatment ordered by a physician for medical reasons as a full-time inpatient in a state certified alcoholism facility.

To be covered by this Plan, the services or supplies must be for the treatment of a nonoccupational accidental bodily injury or disease. Thus, elective services such as routine physical examinations are not covered, nor are expenses in connection with occupational accidental bodily injuries or diseases.

- c. Only necessary services and supplies are covered. A service or supply is considered to be necessary based on broadly accepted professional standards of care which is required for treatment of the disease or injury.
- d. **Reasonable and Customary Charge:** Only that part of a charge for a service or supply which is reasonable and customary is covered. A charge by a physician—or other provider of services or supplies—is considered reasonable and customary if it does not exceed the lower of:
 - (1) the provider's usual charge for the service or supply, and

- (2) the prevailing charge for the service or supply made by others of similar professional standing in the same geographic area.

Where the usual and customary charges cannot be readily identified, it will be determined to what extent the charge is covered by taking into account the complexity, degree of professional skill required, and other factors relating to the services or supplies provided.

- e. Definitions are more fully set forth in the carrier's plan summary.

9. Exclusions

No benefits are payable under this Plan for the charges listed below, and the amount of any such charges will be deducted from the individual's covered expenses and from his allowable expenses before the benefits of this Plan are determined.

- a. charges that would not have been made if no benefit coverage existed or charges that neither the employee nor any of his dependents are required to pay, or
- b. charges for services or supplies which are furnished, paid for or otherwise provided for by reason of the past or present service of any person in the armed forces of a government, or
- c. charges for services or supplies which are paid for or otherwise provided for under any law of a government (including Medicare) except where the payments or the benefits are provided under a plan specifically established by a government for its own civilian employees and their dependents, or

- d. charges for services and supplies which are not necessary for treatment of the injury or disease or are not recommended and approved by the attending physician or charges to the extent that they are unreasonable.
- e. exclusions are more fully set forth in the carrier's plan summary.

C. GROUP BENEFITS

1. Employee Benefits Only (Effective January 1, 2001)

a. TABLE OF HOURLY JOB RATE BRACKETS AND CORRESPONDING COVERAGES

	Hourly Job Rate Brackets (See Note)	Group		Accidental Death and <u>Dismemberment</u>
		Term Life		
1.	\$10.63 but less than 10.90	\$23,000		\$23,000
2.	10.90 but less than 11.17	23,500		23,500
3.	11.17 but less than 11.44	24,000		24,000
4.	11.44 but less than 11.71	24,500		24,500
5.	11.71 but less than 11.98	25,000		25,000
6.	11.98 but less than 12.25	25,500		25,500
7.	12.25 but less than 12.52	26,000		26,000
8.	12.52 but less than 12.79	26,500		26,500
9.	12.79 but less than 13.06	27,000		27,000
10.	13.06 but less than 13.33	27,500		27,500
11.	13.33 but less than 13.60	28,000		28,000
12.	13.60 but less than 13.87	28,500		28,500
13.	13.87 but less than 14.14	29,000		29,000
14.	14.14 but less than 14.41	29,500		29,500
15.	14.41 but less than 14.68	30,000		30,000
16.	14.68 but less than 14.95	30,500		30,500
17.	14.95 but less than 15.22	31,000		31,000
18.	15.22 but less than 15.49	31,500		31,500
19.	15.49 but less than 15.76	32,000		32,000
20.	15.76 but less than 16.03	32,500		32,500
21.	16.03 but less than 16.30	33,000		33,000
22.	16.30 but less than 16.57	33,500		33,500
23.	16.57 but less than 16.84	34,000		34,000
24.	16.84 but less than 17.11	34,500		34,500
25.	17.11 but less than 17.38	35,000		35,000
26.	17.38 but less than 17.65	35,500		35,500
27.	17.65 but less than 17.92	36,000		36,000
28.	17.92 but less than 18.19	36,500		36,500
29.	18.19 but less than 18.46	37,000		37,000
30.	18.46 but less than 18.73	37,500		37,500
31.	18.73 but less than 19.00	38,000		38,000
32.	19.00 but less than 19.27	38,500		38,500
33.	19.27 but less than 19.54	39,000		39,000
34.	19.54 but less than 19.81	39,500		39,500

Hourly Job Rate Brackets (See Note)		Group Term <u>Life</u>	Accidental Death and <u>Dismemberment</u>
35.	19.81 but less than 20.08	40,000	40,000
36.	20.08 but less than 20.35	40,500	40,500
37.	20.35 but less than 20.62	41,000	41,000
38.	20.62 but less than 20.89	41,500	41,500
39.	20.89 but less than 21.16	42,000	42,000
40.	21.16 but less than 21.43	42,500	42,500
41.	21.43 but less than 21.70	43,000	43,000
42.	21.70 but less than 21.97	43,500	43,500
43.	21.97 but less than 22.24	44,000	44,000
44.	22.24 but less than 22.51	44,500	44,500
45.	22.51 but less than 22.78	45,000	45,000
46.	22.78 but less than 23.05	45,500	45,500
47.	23.05 but less than 23.32	46,000	46,000
48.	23.32 but less than 23.59	46,500	46,500
49.	23.59 but less than 23.86	47,000	47,000
50.	23.86 but less than 24.13	47,500	47,500
51.	24.13 but less than 24.40	48,000	48,000
52.	24.40 but less than 24.67	48,500	48,500
53.	24.67 but less than 24.94	49,000	49,000
54.	24.94 but less than 25.21	49,500	49,500
55.	25.21 but less than 25.48	50,000	50,000
56.	25.48 but less than 25.75	50,500	50,500
57.	25.75 but less than 26.02	51,000	51,000
58.	26.02 but less than 26.29	51,500	51,500
59.	26.29 but less than 26.56	52,000	52,000
60.	26.56 but less than 26.83	52,500	52,500
61.	26.83 but less than 27.10	53,000	53,000
62.	27.10 but less than 27.37	53,500	53,500
63.	27.37 but less than 27.64	54,000	54,000
64.	27.64 but less than 27.91	54,500	54,500
65.	27.91 but less than 28.18	55,000	55,000
66.	28.18 but less than 28.45	55,500	55,500
67.	28.45 but less than 28.72	56,000	56,000
68.	28.72 but less than 28.99	56,500	56,500
69.	28.99 but less than 29.26	57,000	57,000
70.	29.26 but less than 29.53	57,500	57,500
71.	29.53 but less than 29.80	58,000	58,000
72.	29.80 but less than 30.07	58,500	58,500
73.	30.07 but less than 30.34	59,000	59,000

	Hourly Job Rate Brackets (See Note)	Group Term Life	Accidental Death and Dismemberment
74.	30.34 but less than 30.61	59,500	59,500
75.	30.61 but less than 30.88	60,000	60,000
76.	30.88 but less than 31.15	60,500	60,500
77.	31.15 but less than 31.42	61,000	61,000
78.	31.42 but less than 31.69	61,500	61,500
79.	31.69 but less than 31.96	62,000	62,000
80.	31.96 but less than 32.23	62,500	62,500
81.	32.23 but less than 32.50	63,000	63,000
82.	32.50 but less than 32.77	63,500	63,500
83.	32.77 but less than 33.04	64,000	64,000
84.	33.04 but less than 33.31	64,500	64,500
85.	33.31 but less than 33.58	65,000	65,000
86.	33.58 but less than 33.85	65,500	65,500
87.	33.85 and over	66,000	66,000

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 premiums and fringes.

b. Increases or Decreases in Coverages:

(1) Average Straight-Time Rate

- (a) On or about June 1 of each year, the benefit classification of each employee who worked at more than one job rate in the preceding year will be determined.
- (b) A computation will be made to determine the weighted average straight-time rate paid the employee during the year just passed. Then this rate will be corrected to reflect known rate changes, if any, so that the corrected rate will be the average straight-time rate which the employee would be paid if he worked on the same jobs the same percentage of the time in the coming year.

- (c) The rate so computed in (b) above, will be applied to the Table of Hourly Job Rate Brackets and Corresponding Coverages in this Exhibit B, as long as it is higher than his regular job rate.
 - (d) Any change in the above employee's benefit coverages will be effective as of June 1 of each year except that if the employee is not actively at work on June 1, the change in coverage will not go into effect until the employee returns to work.
- (2) When a change occurs in the regular job rate of an employee and such change results in that 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 and Corresponding Coverages above, the new corresponding coverages will be effective as follows: Provided, however, if an employee's average rate is higher than his regular rate, the average rate as computed in (1) above will apply.
- (a) When an employee is changed, other than on a temporary basis, from one job to another job, the new corresponding coverages will be effective as of the date the change occurs; provided, however, if, due to a physical disability, or infirmity as a result of advanced age, an employee is changed, other than on a temporary basis, from one job to another job, and such change results in the employee's new job rate coming within a lower hourly job rate bracket in the Table, the Company may, at the discretion of the Company, continue the amount of Group Term Life Coverage and the amount of Accidental Death and Dismemberment Coverage which the employee had prior to such change. In any event, the employee's Sickness and Accident coverage nevertheless will be as

provided in paragraph C, subparagraph 1-e-(1) of this Exhibit B.

- (b) Temporary changes from one job to another job will not affect the employee's coverage. 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 on the first of the month coincident with or next following the month in which the change occurs. When the employee returns to his 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 or on the date official notice is received by the Company from the Union certifying approval of the change, whichever occurs later.
- (d) Provided, however, if the employee is not actively at work on the effective dates specified in subparagraphs (a), (b) and (c), above, the corresponding coverages will be placed into effect on the first day the employee returns to work following such effective dates.

c. Group Term Life Coverage:

- (1) Benefits will be payable as a result of death from any cause or at any time or place while the employee is covered. Payment will be made in a lump sum or in installments to the employee's beneficiary. By complying with the provisions of the policy, the employee may change his beneficiary whenever he/she so desires.

- (2) If the employee becomes totally and permanently disabled while covered and before age sixty-five (65), his life coverage will remain in force under a waiver of premium as long as the employee remains disabled provided such proofs of disability are furnished as may be required by the Company. The first proof must be filed within three (3) months after total disability has lasted nine (9) months. Subsequent proofs of disability must be furnished as may be required by the insurance company.

The employee involved has the right to elect to receive seventy percent (70%) of his benefit amount in equal monthly installments (each amounting to one-sixtieth of said benefit amount plus interest) over a period of sixty (60) consecutive months. The first payment will be made in the first month following the time at which he is notified in writing that the Company has determined that he is totally and permanently disabled and shall continue only as long as the employee remains disabled. The remaining thirty percent (30%) of his benefit amount will remain in force under a waiver of premium as long as the employee remains disabled. The above described election must be made in writing when the disabled employee files the first proof of disability and he cannot thereafter change the election so made.

A totally and permanently disabled employee who has made the above described election and returns to active work for the Company shall have his entitlement to his benefits under the Plan reduced by the aggregate amount of monthly payments received by him prior to returning to work.

Upon the death of a totally and permanently disabled employee who is receiving the above described monthly payments, his beneficiary shall be paid in a lump sum the computed value

of the remaining installments plus the above-mentioned thirty percent (30%) of his benefit amount.

- (3) When an employee's Group Term Life coverage is terminated for any cause, his benefit amount 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 Company within thirty-one (31) days following termination of his Group Term Life coverage, the employee may convert his Group Term Life coverage 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.

d. Accidental Death and Dismemberment Coverage:

- (1) The Accidental Death and Dismemberment Coverage provides benefits for loss of life, limbs, or the entire and irrecoverable loss of sight, at any time or place, while the employee is covered, provided the death or dismemberment results directly from bodily injuries sustained solely through accidental means and occurs within ninety (90) days after the date of the accident causing the loss.
- (2) The full Principal Sum to which the employee is entitled in accordance with the Table of Coverages will be paid for such loss of:
 - (a) Life
 - (b) Both Hands
 - (c) Both Feet
 - (d) One Hand and One Foot
 - (e) One Hand and Sight of One Eye
 - (f) One Foot and Sight of One Eye
 - (g) Sight of Both Eyes

- (3) One-half (1/2) the Principal Sum will be paid for such loss of: One Hand or One Foot, or the Sight of One Eye.
- (4) In no case will more than the full Principal Sum be paid for all losses resulting from one accident.
- (5) Since this coverage is for losses due to accidents, no benefits are payable on account of a loss caused or contributed to 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.

e. Sickness and Accident Coverage (Nonoccupational):

- (1) Sickness and Accident Coverage will be provided for eligible employees in the amount of fifty percent (50%) of the employee's regular straight-time weekly earnings (not to exceed the straight-time hourly rate times forty [40]).

Weekly benefits will be payable for periods during which the employee is disabled and prevented from working beginning with the first (1st) day of disability caused by a nonoccupational accident; beginning with the first day of disability caused by a nonoccupational illness if hospitalized or if surgery is performed as an outpatient, if such surgery is a medically recognized alternative to hospitalization as a patient; and beginning with the fourth (4th) day of disability caused by nonoccupational sickness and not hospitalized. Benefits will be payable for a maximum of fifty-two (52) weeks during any one period of disability.

Maternity benefits for pregnancy, or resulting childbirth, or miscarriage are payable as any other disability.

- (2) Benefits will be payable for as many separate and 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 (2) weeks. Periods of disability due to different causes will be considered different periods of disability if they are separated by return to work.
- (3) No benefits are payable for any period of disability unless the employee is under the care of a physician.
- (4) No benefits are payable unless the disability commenced while the employee's coverage was in force.
- (5) Benefits payable for fractions of a week will be computed at one-seventh (1/7) the weekly amount for each day.

2. Employee and Dependent Hospital-Surgical-Medical Benefits

a. Summary of Benefits

(1) Deductibles and Out-of-Pocket Limits:

- Annual deductible per individual: \$250
- Annual aggregate deductible for employee and eligible dependents: \$500

After the deductible is satisfied, the Plan pays 80% of covered charges and the employee pays 20% until the out-of-pocket maximum is reached.

Out-of-pocket maximum (including deductible) for eligible covered expenses in a calendar year (eligible expenses must be deemed medically

necessary in order for a benefit payment to be made):

Individual: \$2,000

Employee and Eligible Dependents: \$4,000

The lifetime benefit maximum is \$500,000

- (2) Health Care Incentives - The following items are paid at 100%, the deductible and co-payment are waived:

- Preadmissions testing
- Second surgical opinion and second opinion for preadmission mental care
- Home Health Care (120 visits in a calendar year)
- Outpatient Surgery
- Birthing Center Expense
- Accident care up to maximum of \$1,000 for services within 90 days of the accident

- (3) Covered Charges (covered at the usual and customary or reasonable rate)

- Hospital, semi-private room (unlimited days)
- Skilled nursing facility, semi-private room (unlimited days)
- Intensive Care Unit or isolation unit
- Additional hospital services
- Inpatient or outpatient rehabilitation care
- X-ray and radium therapy
- Surgery
- Referred specialist
- Doctor visits in hospital
- Home and office calls for illness or injury
- Anesthesia supplies and administration
- Diagnostic x-rays and tests
- Diagnostic x-rays and laboratory tests (including pap smears)

- One routine pelvic exam and pap smear per calendar year
- If indicated, an initial screening mammogram may be performed at age 35 to 40. Otherwise, routine procedures may be repeated every other year from age 40 through age 49. After age 50, the test may be performed every year.
- Prostate exams to include PSA may be performed every other year from age 40 through age 49. After age 50, the test may be performed every year.
- Ambulance service
- Immunizations
- Prescription Drugs (not included if a substitute Prescription Drug Plan is offered)
- Artificial limbs
- Home Health Care and skilled nursing services
- Hospice care: inpatient expenses-- (30) days for all hospice care confinements; outpatient expenses--\$3,000 maximum benefit.
- Blood and blood plasma
- Artificial appliances or durable medical equipment such as braces or wheelchair
- Inpatient alcoholism and drug (chemical dependency) expenses including approved treatment facilities: \$10,000 in any 24 consecutive months. Outpatient alcoholism and drug (chemical dependency) expense for each covered individual: \$1,000 calendar-year maximum benefit, \$4,500 maximum lifetime benefit.
- Inpatient mental illness expenses: 25 days in any 24 consecutive months. Outpatient mental illness expenses: 24 visits in any consecutive 12 months, 100 visit maximum lifetime benefit.
- Inpatient mental health and/or chemical dependency care requires a second (or third) opinion confirming the necessity of

hospital admission, except emergency admission, in order to apply the co-payments to the out-of-pocket limits

- Chiropractic services - per calendar year.....\$400
- Vision care (exams, frames, lenses) per 12-month period.....\$125
- Contact lenses correcting vision to 20/70 or resulting from cataract surgery - per 18 month period.....\$200
- Hearing aids and hearing exams - every 3 years.....\$400
- Well-baby care including physical exams during the first 12 months following birth

3. Prescription Drug Plan

Effective January 1, 2001, the Company may offer a separate Prescription Drug Plan for employees selecting the Company Medical Plan in substitution for the prescription benefit provided in paragraph C-2-a-(3) of this Exhibit B. Under such Plan, prescription benefits will not be subject to the deductibles or out-of-pocket limits of the Company Medical Plan. There will be a separate deductible of \$75 per person per year. After the deductible, the Plan will pay 80% and the employee/dependent will pay 20% of the prescription cost purchased at retail from a member pharmacy. The Prescription Drug Plan will provide for a mail-order pharmacy benefit with an employee co-payment for each 90-day prescription of \$15 for generic drugs and \$45 for brand name drugs (not subject to the deductible nor 80%-20% co-pay).

Any contract with a Prescription Drug Plan provider will include the foregoing concerning deductibles, co-payments and mail-order pharmacy benefit. Administrative procedures will be in accordance with the contract between the Company and the selected Prescription Drug Plan provider. The cost of such substituted plan will be paid by the Company.

In the event the Prescription Drug Plan set forth in this subparagraph (3) is not offered, the benefit provided in this Exhibit B, paragraph C, subparagraph 2-a-(3), will apply.

4. Employee and Dependent Dental Expense Benefits

Benefits are paid in full by the Company for the coverages in effect.

a. Benefits -

- (1) Deductible - There is no deductible under the Dental Plan.
- (2) Benefits - 80% of Covered Dental Expense benefits (50% with respect to inlays; gold fillings; crowns, including precision attachments for dentures and fixed bridgework).
- (3) Maximum Benefit - Not more than \$1,500 of Dental benefits will be payable for a covered individual in any calendar year.
- (4) Orthodontia - The reasonable and customary charges of a dentist which an employee is required to pay for orthodontic treatment (including correction of malocclusion) received while he is covered are included. The Plan pays 50% of the reasonable and customary expenses incurred by the employee for treatment of himself or a covered dependent for orthodontic treatment (including correction of malocclusion), not to exceed \$1,000 during an individual's lifetime. Benefits payable for orthodontic treatment will be subject to the Calendar Year Maximum described in subparagraph 3.a.(3).

b. Covered Expenses - Covered Dental Expenses included under the Plan are the reasonable and

customary charges of a dentist which an employee is required to pay for the following services and supplies received while coverage is in force, for the necessary treatment of a nonoccupational accidental bodily injury or disease.

The charges of the dentist, but only for the following:

- (1) Oral examinations, including scaling and cleaning of teeth, but not more than twice during a twelve-consecutive month period.
- (2) Topical application of sodium or stannous fluoride, but only if the covered family member has not yet attained the age of 15 years.
- (3) Dental X-rays.
- (4) Extractions.
- (5) Oral surgery, including excision of impacted teeth.
- (6) Fillings.
- (7) Anesthetics administered in connection with oral surgery or other covered dental services.
- (8) Inlays, gold fillings, crowns (including precision attachments for dentures), and initial installation of fixed bridgework (including inlays and crowns to form abutments) to replace one or more natural teeth extracted while the individual is covered under the Plan.
- (9) Treatment of periodontal and other diseases of the gums and tissues of the mouth.

- (10) Endodontic treatment, including root canal therapy.
- (11) Initial installation (including adjustments during the six-month period following installation) of partial or full removable dentures to replace one or more natural teeth extracted while the individual is covered under the Plan.
- (12) Replacement of an existing partial or full removable denture or fixed bridgework, or the addition of teeth to an existing partial removable denture or to bridgework to replace extracted natural teeth, but only if evidence satisfactory to the Company is presented that
 - (a) the replacement or addition of teeth is required to replace one or more natural teeth extracted while covered under the Plan; or
 - (b) the existing denture or bridgework was installed at least five years prior to its replacement and that the existing denture or bridgework cannot be made serviceable; or
 - (c) the existing denture is an immediate temporary denture and replacement by a permanent denture is required and takes place within twelve months from the date of installation of the immediate temporary denture, provided the immediate temporary denture replaced one or more natural teeth extracted while the individual is covered under the Plan.
- (13) Space maintainers.

- (14) Repair or recementing of crowns, inlays, bridgework or dentures or relining of dentures.
 - (15) Injections of antibiotic drugs by the attending dentist.
- c. Exclusions and Limitations - Covered Dental Expenses do not include and no benefits are payable for:
- (1) Charges for any dental procedures which are included as Covered Medical Expenses under a Comprehensive or Major Medical Expense Benefits plan, if any, provided by the Company, or charges to the extent benefits are payable therefor under any other Medical Expense Benefits provided by the Company.
 - (2) Charges for treatment by other than a dentist except that scaling or cleaning of teeth may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and direction of the dentist.
 - (3) Charges for dentures and bridgework (including crowns and inlays forming the abutments), when such charges are incurred for replacement of teeth all of which were missing before the individual became covered under the Plan.
 - (4) Charges for services and supplies that are partially or wholly cosmetic in nature, including charges for personalization or characterization of dentures.
 - (5) Charges for prosthetic devices (including bridges and crowns) and the fitting thereof which were ordered while the individual was covered under the Plan but are finally

installed or delivered to such more than
thirty days after termination of coverage.

- (6) Charges for the replacement of a lost or
stolen prosthetic device.

EXHIBIT C

BARGAINED PENSIONS

I. DEFINITIONS

Wherever used in this Exhibit C, the following words and phrases shall have the respective meanings set forth below.

- A. The word Employees means all the employees as defined in Section 10, paragraph A of this Agreement.
- B. Company means the Longview Fibre Company.
- C. Company Retirement Plan refers to the Employees' Retirement Plan of Longview Fibre Company.
- D. Bargained Pensions refers, collectively, to the respective minimum pension payments hereinafter prescribed in paragraphs VI, VII, VIII and IX of this Exhibit C.
- E. Accumulated Contributions shall mean the contributions made by an employee who is a contributing member of the Company Retirement Plan at the time he retires, together with interest thereon compounded annually and computed by a generally accepted accounting method at the rate of 2% interest per annum up to January 1, 1958 and at a rate of 3% per annum from January 1, 1958 to January 1, 1976, and 5% per annum from January 1, 1976 to January 1, 1987, and 7% per annum from January 1, 1987.

II. GENERAL PROVISIONS

- A. This Exhibit C hereinafter sets forth respective minimum pensions referred to collectively as Bargained Pensions, which (pursuant to Section 28 of this Agreement) the Company shall, entirely at its costs, but subject to paragraph XIII, subparagraph D, provide for each employee who is retired under any one of the situations described in paragraphs VI, VII,

VIII and IX or whose spouse is entitled to a benefit described in paragraph XIII of this Exhibit C.

B. Neither Section 28 of this Agreement nor this Exhibit C shall be construed

1. to require the Company to maintain or amend the Company Retirement Plan in which its employees are eligible to participate, it being understood that inclusion of Section 28 in this Agreement closes the matter of pension bargaining for the term of this Agreement, or
2. to require any employee to participate in the Company Retirement Plan as a qualification for entitlement to the minimum Bargained Pension applicable to his situation when he is retired, or
3. to give an employee the right to withdraw from participation in the Company Retirement Plan without his complying with the provisions relating to withdrawal in said Plan.

C. Unless specifically otherwise provided in this Exhibit C, the provisions in the Company Retirement Plan relating to pension benefits that were in effect on June 1, 2000, as may be amended, shall govern hereunder.

- D. 1. An employee who, at the time he is retired, is a noncontributing member of the Company Retirement Plan shall, prior to retirement, choose in writing on form(s) provided by the Company either
- a. the applicable Bargained Pension, or
 - b. the pension to which he is entitled to as a noncontributing member of the Company Retirement Plan.
2. An employee who, at the time he is retired, is a contributing member of the Company Retirement

Plan shall, prior to retirement, choose in writing on form(s) provided by the Company either

- a. the applicable Bargained Pension plus the pension attributable to his accumulated contributions determined as hereinafter in Appendix Two provided, or
 - b. the pension to which he is entitled to as a contributing member of the Company Retirement Plan.
- E. Neither Section .28 nor this Exhibit C shall be construed to control the manner in which or the means by which the Company provides for the payment of pensions to its employees.
- F. An employee who is retired on or after June 1, 2000 shall, upon such retirement, have the rights and obligations relating to pensions provided by this Exhibit C.
- G. **MILL PENSION COMMITTEE:**

A Union Pension Committee consisting of three (3) members selected by the Union shall be designated to consult a Management Pension Committee of three (3) members, with respect to questions which may arise concerning the forms and procedures followed in the administration of this Pension Plan. The Union Committee members shall be selected from employees who have worked for the Company for at least one (1) year and who are working in the mill at the time of appointment to and while serving on such committee. The Union and the Management Pension Committees shall keep each other informed in writing of the names of their then current respective members.

The Annual Report of the Actuary establishing the contributions required of the Company for the Company's Retirement Plan and the Annual Report of the Retirement Board (which also shows the fund

performance) shall be reviewed by the Pension Committee.

III. EMPLOYMENT SERVICE

For the purposes of this Exhibit C (and notwithstanding any definition of employment or other designations of service in the Company Retirement Plan in which the employee has the right to participate) employment service shall be the larger of:

- A. the employment service recognized by the Company Retirement Plan, or
- B. the period of continuous employment by the Company which retires him; subject, however, to the following:
 - 1. Continuous employment service will not be deemed broken by an absence which is either (1) a leave of absence granted by the Company, as evidenced by its records, or (2) an absence which applicable Federal or State law requires the employer to recognize, as not breaking employment as related to pension rights.
 - 2. Employment service shall not exclude the period of absence due to either of the causes described in "1."

Employment service shall exclude all time worked for the Company during which the person involved was not an employee as the word is defined in this Exhibit C.

IV. CREDITABLE SERVICE

Subject to the provisions of paragraph VI, an employee's creditable service at time he is retired shall be determined by the Company from its records and shall be expressed in years and fractions thereof. "Creditable service" is expressed in years and fractions of years based on worked hours during years of employment service* prior to an employee's actual retirement date and is determined as follows:

- a. Credit one-twelfth of a year for each complete calendar month in which the employee worked 85 hours or more between the date he began employment and the following June 1 (use 73 hours for complete months after 1975).
- b. Credit one year for each 12-month period in which the employee worked 1,000 hours or more between his first June 1 of work and the last June 1 immediately prior to his actual retirement date.
- c. If the employee worked between 870 and 1,000 hours in any of the 12-month periods described in paragraph b, above, after 1975 credit a prorated portion of a year. The prorated portion is determined by dividing his hours worked in the applicable 12-month period by 1,740 hours.
- d. Credit one-twelfth of a year for each complete calendar month in which the employee worked 73 hours or more between his last June 1 of work and his actual retirement date.

*For employment service used to compute creditable service, ERISA breaks in service rules effective January 1, 1976 will be applied to service performed prior to January 1, 1976, except that in the application of these rules no additional creditable service of less than one (1) year shall be credited.

Time lost as a result of an accident, as recognized by the Industrial Insurance Act, and while the employee-employer relationship is continued will be deemed creditable service. Creditable service shall include service in the Armed Forces of the United States if the employee is employed 90 days prior to entry and he applies for work within 90 days after his first opportunity to re-enter civilian employment.

V. DEFINITION OF AGE

Each employee claiming a pension shall furnish proof of his age to the Company and until his age is thus established, he shall not have any right to pension payments. In determining age, the Company shall consider his completed years of life

plus full calendar months elapsed after his birthday next preceding the date on which he is to be retired.

VI. RETIREMENT AT NORMAL RETIREMENT DATE AND LATER

- A. The normal retirement date of an employee shall be the first of the month next following his attainment of age 65. An employee who works beyond age 65 shall retire as of the first of a month. Service rendered by any employee after his normal retirement date shall be used to compute creditable service for the purpose of accruing benefits hereunder regardless of his age. Payment of benefits earned up to his normal retirement date will be suspended during any period of continued service beyond his normal retirement date without actuarial increase.
- B. An employee shall be eligible for pension at or after his normal retirement date, but only after he has completed five (5) or more years employment service.
- C. The Bargained Pension for an employee who retires on or after June 1, 2000 shall be a benefit computed as follows:
 - 1. 1.1% per year on the amount of "ending compensation" for each year of creditable service. "Ending compensation" means the employee's average annual compensation (as "compensation" is defined in Section 1(6) of the Company Retirement Plan) for the five (5) calendar years in which he received his highest compensation of the last ten (10) calendar years prior to his termination of employment and prior to June 1, 2006.
 - 2. Members of the Local 153 Union Bargaining Committee will be credited with compensation for union leave for bargaining purposes in accordance with the following:

- a. The amount credited to annual compensation will equal forty (40) hours per week while on union leave as a member of the Local 153 Bargaining Committee times the employee's then regular straight-time job rate.
 - b. The credited amount will only apply to annual compensation for purposes of computing "ending compensation" in accordance with paragraph C-1, above.
 3. Notwithstanding the foregoing, if benefits earned under a previous contract for service prior to June 1, 2000 were greater than benefits for the same period of service calculated in accordance with the foregoing, the Bargained Pension shall reflect such greater amount for the period prior to June 1, 2000.
- D. In lieu of the regular Bargained Pension computed as provided above or in paragraph VII or in paragraph VIII or in paragraph IX, the retirement allowance of an employee (or a former employee who is separated from employment) who is married throughout the one-year period ending on the earlier of (i) his pension starting date or (ii) the date of his death, will be paid, unless waived as provided in paragraph VI, subparagraph G, in the form of an automatic joint and survivor pension. Under the automatic joint and survivor pension, monthly payments will be made to the retired employee for his life and will be continued in one-half that amount to his spouse if the spouse outlives such employee. An employee (or former employee who is separated from employment) who is married may elect to receive an optional joint and survivor pension, provided such employee waives the automatic joint and survivor pension in accordance with paragraph VI, subparagraph G. Under an optional joint and survivor pension monthly payments will be made to the retired employee for life and will be continued in the same amount to such employee's spouse if the spouse outlives such employee. Election of an optional joint

and survivor pension can only be made by an employee who has waived the automatic joint and survivor pension in accordance with paragraph VI, subparagraph G, and must be made in writing within the ninety (90)-day period prior to a pension starting date. The employee shall furnish proof of his spouse's age satisfactory to the Company whenever a joint and survivor pension is payable. Both the automatic and the optional joint and survivor pensions shall be computed in accordance with APPENDIX ONE; provided, however, that if the employee or his spouse dies prior to his retirement, the automatic or optional joint survivor pension shall become inoperative.

- E. The pension attributable to the accrued accumulated contributions, if any, of an employee retired at his normal retirement age shall be computed in accordance with APPENDIX TWO.
- F. If an automatic or optional joint and survivor pension is payable as provided in D, above, the pension payment provided in E, above, shall be reduced in accordance with APPENDIX ONE.
- G. Notwithstanding any other provisions of this Exhibit C
 - 1. An employee may waive the automatic joint and survivor benefit provided under D, above, at any time during the ninety (90)-day period ending on his pension starting date.
 - 2. An employee may waive the pre-retirement surviving spouse benefit provided under paragraph XIII at any time during the period which begins on the first day of the year in which the employee attains age 35 and ends on the date of his death.
 - 3. A former employee may waive the pre-retirement surviving spouse benefit at any time during the period that begins on the date of separation from employment and ends on the date of his death.

4. A waiver under subparagraphs 1 and 2, above, will be effective only if the employee's spouse consents to it in writing and her consent acknowledges the effect of the waiver and is witnessed by a plan representative or a notary public. The waiver may nevertheless become effective if it is established to the satisfaction of a plan representative that the consent of the spouse may not be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe. The employee, at any time during the period he could make a waiver, may revoke it.
5. A former employee may elect to receive benefits in the form of a modified joint and survivor annuity under the provisions of paragraph VI which were in effect prior to January 1, 1985, if (i) he completed at least one hour of employment service on or after September 2, 1974, (ii) he separated from employment before retirement and before January 1, 1977 and (iii) he was alive and his pension starting date had not occurred as of August 23, 1984. Such election may be made during the period beginning August 23, 1984, and ending on the former employee's pension starting date.

VII. OPTIONAL EARLY RETIREMENT

- A. Attainment of age 55 or over and completion of at least 15 years of employment service are the qualifications for optional early retirement. An employee who qualifies for optional early retirement and who elects to so retire shall file with the Company a written notice of such election. Said notice shall state the respective dates chosen by the employee for (i) his early retirement and (ii) commencement of payment of his early retirement Bargained Pension; provided, however, (a) that his date of early retirement shall be the first day of any calendar month chosen by him which is subsequent to the date of said notice, and (b)

the month of commencement of his pension payments may be his normal retirement date as defined in VI.A, or such earlier month as he may prefer. The Bargained Pension for an employee retired pursuant to the provisions of this paragraph VII shall consist of:

1. A deferred retirement allowance commencing upon the attainment of age 65 and computed as a normal retirement allowance as provided in paragraph VI, subparagraph C; or
 2. at the election of the member, a retirement allowance commencing on a date selected by the employee which shall be such deferred retirement allowance reduced by 3% for each year by which the commencing date precedes age 62; or
 3. upon attainment of age 62 or over and completion of at least 15 years of employment service, at the election of the member, a retirement allowance commencing on a date selected by the employee which shall be such deferred retirement allowance without reduction due to having retired before his normal retirement date.
- B. The pension attributable to the accrued accumulated contributions, if any, of an employee who is participating in a Company contributory pension plan when he is early retired pursuant to the provisions of this paragraph VII shall be computed in accordance with APPENDIX TWO. Said accrued accumulated contributions shall include interest up to the date of commencement of his pension payments.
- C. See paragraph VI, subparagraph D, for automatic joint and survivor pension and election of optional joint and survivor pension for employees electing early retirement. If an automatic joint and survivor pension is payable or an optional joint and survivor pension is selected, the pension payments provided in B, above, shall be reduced in accordance with APPENDIX ONE.

- D. See paragraph VI, subparagraph D, for automatic joint and survivor pension respecting certain married employees.
- E. See paragraph XIV for employees rehired before normal retirement date and paragraph VI, subparagraph A, for service after normal retirement date.

VIII. DISABILITY RETIREMENT

Disability qualifying an employee for retirement earlier than he otherwise could retire means that as determined by the Company (i) he has completed at least ten (10) years of employment service, (ii) for at least six months prior to such disability retirement he has been incapable of engaging in any occupation or performing any work, which results in material compensation or profit, and (iii) it can reasonably be expected that such incapacity will continue during the remainder of his life. In the event that at any time after receiving disability retirement, the retired former employee regains his capability of engaging in an occupation or performing work which results in material compensation or profit, payment of his pension (except for any component thereof attributable to his accumulated contributions, if any, as a contributing member of the Company Retirement Plan) may be discontinued by the Company.

The monthly Bargained Pension for an employee retired pursuant to the provisions of this paragraph VIII shall be computed on the basis of the full benefit accrued to the date of retirement without reduction due to having retired before his normal retirement date. In lieu of the above benefit, an employee may elect to convert his pension into an optional joint and survivor pension as provided for in paragraph VI, subparagraph D.

See paragraph VI, subparagraph D, for automatic joint and survivor pension respecting certain married employees.

The monthly pension attributable to the accrued accumulated contributions, if any, as a contributing member of the Company Retirement Plan when he is retired pursuant to the provisions of this paragraph VIII shall be computed at the

rate of \$10.0110 for each \$1,000 of accumulated contributions.

IX. VESTING

An employee who has completed at least ten (10) years of employment service or five (5) years of employment service with respect to any employee who has worked one hour of service on or after January 1, 1989, and is terminated for any reason at a time when he is not eligible for a pension under the provisions of either paragraph VII (Optional Early Retirement) or paragraph VIII (Disability Retirement) shall, commencing at age 65, receive the pension attributable to his credited service up to the date of his termination.

As to an employee who is a contributing member of the Company Retirement Plan and whose accrued accumulated contributions are not withdrawn when he is so terminated, his pension shall be computed in accordance with APPENDIX TWO.

Said accrued accumulated contributions shall include interest up to the date of commencement of his pension payments.

If his years of employment service are sufficient for an early retirement benefit at the time his service ends, but he has not attained a commensurate early retirement age, he may elect such a benefit, upon satisfying the age requirement, that is the actuarial equivalent of the benefit provided in the first paragraph of Section IX.

See paragraph VI, subparagraph D, for automatic joint and survivor pension respecting certain married employees.

See paragraph XIV for employees rehired before normal retirement date and paragraph VI, subparagraph A, for service after normal retirement date.

X. PAYMENT OF BARGAINED PENSION

The first payment of a Bargained Pension to a retired former employee shall be payable not later than thirty (30) days after

the date of his retirement and amounts payable thereafter shall be made at monthly intervals.

- XI. In the event modifications to this Exhibit C are required in order to conform to applicable Federal laws or regulations or to comply with a lawful order of a Federal regulatory agency, all benefits payable thereafter shall be in accordance with such required modifications. In the event the applicable Federal laws or regulations or orders are revised or removed during the term of this Agreement, the benefits as provided herein will be reinstated prospectively, effective on the date of such revision or removal, to the maximum extent permissible, under the then applicable Federal laws or regulations; however, no such benefits shall be made effective or paid retroactively.

XII. PREFERENTIALLY HIRED EMPLOYEES

An employee who is preferentially hired at Longview in accordance with "Employment Relocation" provisions of the Seattle Labor Agreement between the Company and the Association of Western Pulp and Paper Workers may be eligible for certain benefits under the Bargained Pension provisions of this Labor Agreement provided the employees at said plant were eligible for membership in the Employees' Retirement Plan of Longview Fibre Company at the time the plant was closed.

Such an employee who is eligible for vested benefits starting at age 65 or has elected early retirement benefits starting at age 65 shall be eligible, if continuously employed at Longview until retirement, for Bargained Pension benefits provided by this Agreement in accordance with the following:

The employment service to qualify for benefits under provisions of the Seattle Agreement shall be added to the employment service at Longview to compute the service on which benefits are based under this Agreement.

The creditable service used in calculating benefits under provisions of the Seattle Agreement shall be added to the

creditable service at Longview to compute the service on which benefits are based under this Agreement.

The benefits payable to such an employee shall be the benefits provided by this Agreement based on the combined creditable service less the benefits provided by the Seattle Agreement; however, no benefit may be selected under this Agreement that would provide a monthly benefit computed on the combined creditable service that is less than the monthly benefit provided by the Seattle Agreement.

If a death benefit is payable under provisions of the Seattle Agreement, no death benefit will be paid under provisions of this Agreement.

There shall be no duplication of benefits payable under the various agreements and payments may be combined where appropriate.

XIII. PRERETIREMENT SURVIVING SPOUSE BENEFIT

A. Employees Eligible for Retirement at Time of Death.

The surviving spouse of an employee who had attained age 55 or older and had completed at least 15 years of employment service, but had not retired before his death, is entitled to receive an automatic preretirement surviving spouse's benefit computed (i) if the employee was eligible for early retirement as if the employee had elected optional early retirement under paragraph VII as of the date of his death and had selected an automatic joint and survivor pension computed in accordance with the provisions of paragraph VI-D, (ii) if the employee had reached normal retirement age as if the employee had elected to retire under paragraph VI as of the date of his death and had selected an automatic joint and survivor pension computed in accordance with the provisions of paragraph VI-D. Such pension shall be computed in accordance with the table in APPENDIX ONE. If the employee was a contributing member of the Company Retirement Plan, his contributions and accumulated interest thereon will be paid in accordance with that Plan.

B. Other Employees as well as Former Employees.

Unless waived under paragraph VI, subparagraph G, upon an employee's (other than an employee described in A, above) or former employee's death prior to receiving retirement benefits under this Plan, his spouse shall be entitled to an automatic pre-retirement surviving spouse's benefit if he has been married to the spouse throughout a one-year period ending on the date of his death.

1. For an employee, the automatic pre-retirement surviving spouse's benefit shall be:

a. in the case of an employee who dies before becoming eligible for early retirement, but whose combination of service and age equals 70, an annuity equal to the applicable retirement allowance determined as if the employee had retired on the first day of the month following the employee's death after electing a joint and survivor annuity for continuation of benefits at a 50% rate during the life of the surviving spouse reduced, however, by 3% for each year by which the payment precedes normal retirement (the requirement that the employee has been married to the spouse throughout a one-year period ending on the earlier of the annuity starting date or the employee's death is waived in this case). Such annuity shall be computed in accordance with the table in APPENDIX ONE.

b. in the case of an employee who dies after completing at least 15 years of service before he has attained age 55 and whose combination of age and service does not equal 70, a life annuity equal to the actuarial equivalent of one-half the benefit the employee would have received under paragraph VII if he had separated from

service on the date of his death, but survived to the earliest retirement date on which he would have been eligible to retire, with payment commencing on the date he would have been entitled to receive it had he survived. Such annuity shall be computed in accordance with the table in APPENDIX ONE.

- c. in the case of an employee who dies after completing at least ten years of service (after 1-1-89, five years), but less than 15 years, a life annuity equal to the actuarial equivalent of one-half the benefit the employee would have received under paragraph VI if he had separated from service on the date of his death, but survived to the earliest retirement date on which he would have been eligible to retire, with payment commencing on the date he would have been entitled to receive it had he survived. Such annuity shall be computed in accordance with the table in APPENDIX ONE.
2. For a former employee, the pre-retirement surviving spouse's benefit shall be one of the following:
- a. in the case of a former employee who terminated his employment after he was eligible for early retirement, but did not elect to take his benefit then, the surviving spouse's benefit shall be the same as it would have been if the former employee was an employee on the date of his death;
 - b. in the case of a former employee who terminated with vested rights under paragraph IX, but not eligible for early retirement, the surviving spouse's benefit shall equal that described in

subparagraph B-1-b or c, above, for an employee.

If the employee or former employee was a contributing member of the Company Retirement Plan, his contributions and accumulated interest thereon will be paid in accordance with that Plan.

- C. A former employee who would not otherwise be covered under this paragraph XIII, may elect to have his spouse receive the automatic pre-retirement surviving spouse's benefit if (1) he separated from employment with at least ten (10) years of employment service before retirement and before August 23, 1984, but after December 31, 1975, (2) he completed at least one hour of employment service on or after January 1, 1976 with no service after August 23, 1984, and (3) he was alive and his pension starting date had not occurred as of August 23, 1984. Such election may be made during the period beginning August 23, 1984 and ending on the earlier of the former employee's pension starting date or the date of his death.
- D. The Plan may take into account the cost of providing the automatic preretirement surviving spouse's benefit for a former employee by a permanent reduction of benefits as follows: .15% for each year the benefit is in effect from age 35 to 55; 75% for each year the benefit is in effect from age 55 until eligible for retirement. For former employees terminated after May 31, 1987, there will be no permanent reduction in benefits for the cost of this benefit for the period of time they were employees.

XIV. EMPLOYEES REHIRED BEFORE NORMAL RETIREMENT DATE

Service prior to his normal retirement date by a rehired employee, who is receiving benefits under the early retirement or vesting provisions of the Plan, will affect benefits as follows:

- A. payment of such benefits will be suspended during such service,
- B. the benefits to be paid when the employee subsequently retires will be decreased by the actuarial equivalent of any benefits previously paid.

XV. CASH BALANCE ACCOUNTS

Effective January 1, 2001, individual cash balance accounts will be established for all regular employees on the active payroll on June 1, 2000, or July 7, 2000, in accordance with the Second Amendment to the Employees' Retirement Plan of Longview Fibre Company, which is incorporated herein by reference. The items listed below are a summary of requirements and benefits with respect to the Cash Balance Accounts. The following is a summary only and the said Second Amendment is otherwise controlling.

- A. Individual cash balance accounts using trust funds will be established within the main body of the trust for each regular hourly employee who is on the active payroll on June 1, 2000 or the date of ratification of the Company's offer.
- B. Each individual account will be established with a \$1,100 credit for each full year of benefit service.
- C. Each individual account will earn interest based on the rates for 10-year United States Treasury Notes. The rate for a calendar year will be the yield rate on 10-Year United States Treasury Constant Maturities for the November immediately preceding the first day of such calendar year as published in the Federal Reserve Bulletin.
- D. This is a one-time event paid into active employees' accounts effective January 1, 2001.
- E. Funds may be withdrawn only at the date of early, disability, normal retirement or later if retire after age 65, in accordance with the provisions of the Plan.

- F. Withdrawals from the account may be taken as a lump sum, rolled over to an IRA or taken as an annuity as actuarially determined, based on age. Election to be made at the time of retirement, subject to surviving spouse joint and survivor election; except, that subject to spouse's consent, the Cash Balance account may be payable as a lump sum.
- G. Administrative fees for these individual cash balance accounts will be paid by the Plan.
- H. Annual statements will be issued for each individual account.
- I. During the term of this Agreement, employees with less than five (5) years of benefit service on the date the individual accounts are established will receive an additional contribution to make the total contribution into his/her account equal the contribution for five (5) years of service upon attainment of five (5) years of benefit service.
- J. The cash balance accounts are subject to the Plan's regular vesting requirements.
- K. There are survivorship rights.

APPENDIX ONE

Percentage of Bargained Pension (Normal Retirement Date).
Income payable under an Optional Joint and Survivor Pension
(100% Continuance) and an Automatic Joint and Survivor Pension
(50% Continuance).

(Table based on "1951 Group Annuity Table" and with interest at
7% per annum compounded annually.)*

For example, an employee retiring at age 65 with a spouse age 62
receives an Automatic Joint and Survivor Pension (50%
Continuance). At the time of his retirement, he had accrued a
Bargained Pension income of \$100 per month. His bargained
Automatic Joint and Survivor Pension would be \$85.97 per month
payable during his life, and after his death 50% of this amount or
\$42.99 continuing during the life of his spouse.

A. Retiring Employee Aged 65:

Spouse Age	100% Continuance	50% Continuance
50	66.34%	79.77%
51	66.93	80.19
52	67.54	80.63
53	68.19	81.09
54	68.87	81.57
55	69.58	82.06
56	70.32	82.57
57	71.09	83.11
58	71.90	83.65
59	72.73	84.21
60	73.59	84.79
61	74.48	85.37
62	75.39	85.97
63	76.32	86.57
64	77.27	87.18
65	78.24	87.79
66	79.22	88.40
67	80.21	89.02
68	81.22	89.64
69	82.23	90.25

Spouse Age	100% <u>Continuance</u>	50% <u>Continuance</u>
70	83.23%	90.85%
71	84.23	91.44
72	85.20	92.01
73	86.14	92.55
74	87.05	93.07
75	87.92	93.57

B. Retiring Employee any other age:

Computed actuarially on the same basis as the above table.

- * The interest and mortality assumption will be the same as adopted for the Company Retirement Plan by the Board of Directors of Longview Fibre Company and as defined in the Plan as "Actuarial Equivalent."

APPENDIX TWO

Determination of the MONTHLY Pension Attributable to an Employee's Accumulated Contributions

The table set forth below shows the monthly pension attributable to each \$1,000.00 (to be proportionately adjusted for fractions of \$1,000.00) of an employee's accumulated contributions as of the date he is retired. The table is based on the "1951 Group Annuity Table" and with interest at 7% per annum compounded annually.*

Monthly Pension Attributable to Each \$1,000 of Accumulated Contributions

<u>Age</u>		<u>Age</u>	
38	\$ 6.1900	52	\$ 7.5637
39	6.4813	53	7.6846
40	6.5372	54	7.8137
41	6.5976	55	7.9504
42	6.6622	56	8.0959
43	6.7308	57	8.2515
44	6.8041	58	8.4182
45	6.8818	59	8.5977
46	6.9638	60	8.7912
47	7.0507	61	8.9993
48	7.1424	62	9.2242
49	7.2390	63	9.4679
50	7.3411	64	9.7295
51	7.4493	65	10.0110

EXAMPLE: An employee with \$5,062.75 accumulated contributions when retired at age 65 would have attributed to such contributions a monthly pension of \$50.68 (\$5,062.75 times 10.0110).

- * The interest rate and mortality assumption will be the same as adopted for the Company Retirement Plan by the Board of Directors of Longview Fibre Company and as defined in the Plan as "Accumulated Contributions" and "Actuarial Equivalent."

WORK RULES

WORK RULE NO. 1

Subject: In-Plant Labor Agreement Contract Administration

- A. The local Union President or a member of the local Union Standing Committee requesting time off to leave his job on In-Plant Labor Agreement Contract Administration, may do so only after first obtaining permission from his supervisor or indirectly from his supervisor through the Director of Human Resources or Human Resources Manager.
- B. The local Union President or a member of the local Union Standing Committee must have first received permission from the department supervisor before talking to any employee under the supervisor's direction during working hours.
- C. Any meeting requiring the attendance of the local Union President and/or a member or members of the local Union Standing Committee will be scheduled at least twenty-four (24) hours in advance except in the case of a bona fide emergency. The Company will notify the local Union President and/or a member or members of the local Union Standing Committee and his/their supervisor(s) of the date and time of the meeting. This twenty-four (24) hours advance notice shall not prevent a superintendent from calling into his office a shop steward or other employee within the superintendent's department when needed.
- D. An employee who believes he needs the services of a member of the local Union Standing Committee during working hours must clear this request through his supervisor.
- E. There shall be at least one Standing Committee meeting each week to be called at the request of either party. Failure of either party to call such a meeting will constitute a waiver of this requirement as to the meeting not called.

WORK RULE NO. 2

Subject: Smoking Privileges

- A. The Company will establish smoking zones and regulations.
- B. The zones and regulations for the department involved will be clearly posted on departmental bulletin boards.

WORK RULE NO. 3

Subject: Lunch Periods - Administration of Section 23 - Meals

- A. This Work Rule outlines the procedure concerning payment of time for meal periods and the use of meal tickets.
- B. The start of the regularly scheduled one-half hour lunch period for a day mechanic, yard laborer, storeroom employee, or laboratory employee will normally be at 12:00 noon. The start of the one-half hour lunch period for a Box Plant employee or a non-tour worker in the Finishing and Shipping departments will normally be at 11:00 a.m. The start of the lunch period on the second shift of a two-shift schedule will normally be four (4) hours after the start of the shift.
- C. In order to prevent curtailment of production, or where it can clearly be shown that changing the time is necessary to expedite the job being done or it is for the protection of life or property, the start of the above one-half hour lunch periods for a day mechanic or yard laborer may be changed to start not more than one-half hour earlier or not more than one-half hour later than the start of the regularly scheduled lunch period without paying for the time of the lunch period. However, if the lunch period is changed more than one-half hour earlier or more than one-half hour later than the start of the regularly scheduled lunch period, the employee will be paid for the one-half hour lunch period.
- D. Non-tour workers or tour mechanics who have been relieved:
 - 1. Any of the above employees entitled to a meal ticket in accordance with Section 23, paragraph A, subparagraph 1, of the Labor Agreement who continue to work 10-1/2 consecutive hours, will be given the opportunity to take a paid 30-minute meal period, as

soon as practical thereafter or sooner, at the Company's option. If the employee does not take such meal period, at the conclusion of his job, he/she will punch out and will be paid for the 30 minutes that he/she would have been paid as above provided, had the meal been eaten at the end of the 10-1/2 hour period. An additional meal period will be offered each four (4) hours thereafter. Pay in lieu of taking the meal period will only be allowed for the meal period earned for working 10-1/2 hours.

2. Any of the above employees entitled to meal tickets in accordance with Section 23, paragraph A, subparagraph 2, and paragraph C will be entitled to a maximum of two paid meal periods. An employee will not be entitled to pay in lieu of taking these meal periods.
- E. An employee (other than a day mechanic or yard laborer) who works a double shift will be furnished two (2) meal tickets at the beginning of the second shift. If an employee desires to eat a meal at the beginning of the second shift of a double shift, he may make arrangements to obtain a meal from the cafeteria, if open, or from such other source as provided by the Company; if work requirements permit, the employee may be given a reasonable time to go to the cafeteria to eat if the cafeteria is open. If an employee desires to eat a meal at the usual meal period during the second shift of a double shift, he must obtain a cold meal at the beginning of the shift from the cafeteria, if open, or from such other source as provided by the Company.
- F. In the event the cafeteria is closed so that meals are not available at shift change or at usual meal periods, the Company will make available in such situations another source of meals at reasonable prices for those employees entitled to meal tickets pursuant to Section 23-Meals and this Work Rule No. 3.

WORK RULE NO. 4

Subject: Payment for Attendance at Meetings

- A. Safety and Production meetings are considered worked hours and paid for as such.
- B. Disciplinary meetings, except in case of suspension or termination, are considered worked hours and paid for as such.
- C. Central Safety Committee meetings are considered an official Union-Management function and Union representatives are held harmless for loss of earnings while attending such meetings and will be paid at their straight-time hourly rate while attending such meetings when off shift.
- D. First Aid meetings will be compensated for in accordance with Section 19-Safety of the Labor Agreement.
- E. The Union Safety Representative will be held harmless for loss of earnings when accompanying a Government Inspector on routine inspections of State or Federal Agency pursuant to the Washington Industrial Safety and Health Act or the Federal Occupational Safety and Health Act.

WORK RULE NUMBER 5

Subject: Vacations and Leaves of Absence for Hourly-Paid Employees

- A. Vacations will be administered as provided for in Section 24 of the Labor Agreement.
- B. Normally, vacations shall start and end on Monday as this coincides with our Mill week. Deviations from this practice may only be made with the consent of the employee and permission of the division supervisor. Deviation should only be made from the Monday starting time if no overtime or premium time is involved or where a bona fide emergency requires an employee to leave suddenly without advance notice.
- C. Every effort shall be made to have a vacation allotted at a time when it is of most benefit to the employee and which is

consistent with good and economical operation of the department. When the department has curtailment for a week at a time, it will probably serve the best interests of both the employee and the Company to consider such weeks as vacation.

- D. Consideration by the division supervisor of a request for time off in addition to the regular paid vacation will be given if it does not involve additional cost to the Company and does not interfere with the rights of others. No time off will be granted in excess of thirty (30) consecutive days except when recommended by the division supervisor and approved by the Mill Manager or Assistant Mill Manager. These cases shall be referred to the Personnel Manager, who will consult with the Mill Manager.
- E. Vacations late in May and early in June, scheduled together so as to provide an extended vacation across the end of the contract year, will be permitted only when (i) no additional cost is incurred by the Company as a result of such schedule, and (ii) such a schedule does not substantially impair the vacation schedule of the individual's fellow workers.
- F. Scheduling of Vacations:
 - 1. On April 1, the Personnel Department will furnish each department with a listing, in clock number order, of all hourly paid employees in the department and the number of weeks' vacation that each employee is due.
 - 2. For the purpose of vacation schedules, each department will designate logical groups within the department (salaried employees will not be commingled with these groups), and will set limitations as to the number of employees that can be off at a time from any one group.
 - 3. On or before April 15, the department will post a schedule, by group, in department seniority order, with instructions for employees to fill in the weeks preferred and to number the order of choice.

- (a) Give first preference in department seniority order. All but the first choice may contain only one (1) week.
 - (b) The first choice may be composed of two (2) consecutive weeks.
 - (c) For his first choice, a junior employee may bump a senior employee's second, third, fourth or fifth choice.
 - (d) A senior employee will have a second choice ahead of a junior employee's second choice, etc.
 - (e) Any conflict in vacation weeks should be worked out between the individuals involved. Failing this, seniority will be applied as shown above.
 - (f) Give consideration to special cases. For example: An employee who wishes to take a one (1) month's vacation to Europe.
- 4. Choices must be made by May 15.
 - 5. Post the approved schedule by May 22.
 - 6. After May 15, the remaining weeks will be on a first-come, first-serve basis.
 - 7. Any changes or additions to the schedule after May 15 must be made through the department office.
 - 8. Those employees who have not made a choice by February 13 of the vacation year will have their vacation scheduled by the Company.
 - 9. Deviations from this general policy may be necessary in some cases in order to maintain efficient operation in a department and will be by mutual agreement.

WORK RULE NO. 6

Subject: Rest Periods for Day and Shift Workers

- A. For the purpose of this Work Rule No. 6, a rest period is defined as scheduled non-worked time (excluding meal period) paid for by the Company and commonly referred to as coffee breaks, smoke breaks, or work breaks.
- B. Two ten (10) minute rest periods will be scheduled in each eight (8) hour workday for employees other than tour workers. Employees working in the corrugating and wax departments in the Box Plant do not have scheduled rest periods but are individually relieved on shift. Rules and schedules for rest periods will be posted in individual departments.
- C. Rest periods will be scheduled to provide the most economical and efficient operation of a job or department, it being understood that the specific time set for any rest period may be changed at any time by the Company.
- D. It is recognized that emergency rest periods may occasionally be necessary between regularly scheduled rest periods. For an employee who is working on a machine where his absence would require that the machine be shut down, either a relief will be provided or the equipment will be shut down.
- E. The length of time of a rest period includes the entire time an employee is not at work. For example: An employee taking a ten (10) minute rest period from 10:00 a.m. to 10:10 a.m. cannot cease working before 10:00 a.m. and must resume working at 10:10 a.m.
- F. Rest periods for mechanics may be changed or omitted at the discretion of the foreman for men working on emergency breakdowns.

WORK RULE NO. 7

Subject: Employees Trading Day, Shift or Hours of Work

An employee may agree with another employee to trade shifts within the same day or days off within the same week provided the following conditions are met:

- A. Trading of shifts or days off will only be allowed providing it does not interfere with efficient operation of the mill.
- B. That no additional cost to the Company is involved in the trade.
- C. Employees wishing to trade shifts or their days off may only do so with the prior consent of their supervisor(s).

WORK RULE NO. 8

Subject: Contracting Out of Janitorial Work

The Company will not contract out routine office janitorial work during the life of this contract.

WORK RULE NO. 9

Subject: Mechanical Crew Size

- A. The Company determines the size of each mechanical crew and reserves the right to change these crew sizes as the Company deems necessary.
- B. The Union will be advised of any changes in authorized strength by the Company.

WORK RULE NO. 10

Subject: Shift Maintenance Mechanics Relieving on Shift Changes

- A. Time for relieving shall be during the time interval of five (5) minutes before the hour and the hour.
- B. A mechanic (unless he has been directed to work overtime) may leave to go home any time within this period if,

1. He has no scheduled relief, or
 2. His relief is in and he has talked to his relief and is properly relieved, or
 3. He is excused by the foreman
- C. If a mechanic is on a job which he should not leave, his foreman should be notified and his relief will relieve him on that job or in case there is another urgent job to which his relief is sent, then he will finish the job before going home and will be paid for the time.
- D. A mechanic will be notified promptly when it is known that his relief will not be reporting as scheduled and he will be advised as to whether he is to stay over or not because of such absence.

WORK RULE NO. 11

Subject: Quitting Time

- A. Mechanical Department employees, other than tour mechanics, are allowed up to five (5) minutes before quitting time at the end of their day at their tool storage area for the purpose of putting away personal tools and making out time cards. This time is not to be spent washing up.
- B. No one is allowed in the locker rooms during this five (5) minutes before quitting time.

WORK RULE NO. 12

Subject: Re-Scheduling of Tour Mechanics

If a tour mechanic who is not scheduled as of the beginning of a workweek due to accident, illness, or other approved reason, reports he is available for work prior to the end of the workweek and if work is available, he will be assigned as a day mechanic at the regular rate for the balance of that workweek. The employee will assume the schedule of his regular job the beginning of the following week.

WORK RULE NO. 13

Subject: Replacement of Shift Mechanics

The Company intends to fill shift mechanics' vacancies in excess of two (2) consecutive days, which are known at least thirty-six (36) hours in advance, if in its judgment the work load so requires. The Company intends to replace shift mechanics who are expected to be off for one mill week or more on leave and thirty (30) days or more on illness.

WORK RULE NO. 14

Subject: 40 Hours Pay for Day Mechanics and Yard Laborers

Day mechanics and yard laborers are normally scheduled to work forty (40) hours per week. If, at the direction of the Company, a mechanic, helper or yard crew laborer works one or more nights in a week and consequently does not work his scheduled five-day week, he shall nevertheless receive pay for the day or days lost in that week. Excepting, however, if the employee is given an opportunity or is directed to double back to work an additional shift or shifts in order to make up his lost scheduled days, no additional payment is required.

WORK RULE NO. 15

Subject: Vacation Rates of Pay for Box Plant Employees

For purposes of complying with Section 24-Vacations, paragraph N, subparagraph 1, of the Labor Agreement, a Box Plant employee's regular job will be that job for which the employee is listed on the Box Plant crew schedule for that particular week before any adjustments are made by reason of vacations or other absences.