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Labor Agreement

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80 PAGES

BY AND BETWEEN

INTERNATIONAL PAPER

PINE BLUFF MILL

AND

**PAPER, ALLIED-INDUSTRIAL,
CHEMICAL AND ENERGY WORKERS**

**LOCAL UNION 2033
INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS**

SEPTEMBER 1, 1998

THROUGH

AUGUST 31, 2004

LABOR AGREEMENT
BY AND BETWEEN
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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
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1.

1998 - 2004 LABOR AGREEMENT

By and between the Pine Bluff Mill of International Paper Company and the United Paperworkers International Union and the International Brotherhood of Electrical Workers.

SECTION I - GENERAL PURPOSE OF AGREEMENT

- (A) The general purpose of this Agreement is in the mutual interest of the Employer and the Employees to provide for the operation of the mill under methods which will further to the fullest extent possible the safety and welfare of the Employees and economy of operations, quality and quantity of output, cleanliness of plant, and protection of property.
- (B) It is recognized by this Agreement to be the duty of the Company and the Employees to cooperate fully, individually, and collectively for the advancement of said conditions.

SECTION II - RECOGNITION

- (A) The Company recognizes the Paper, Allied-Industrial, Chemical and Energy Workers and Local Union 2033 of the International Brotherhood of Electrical Workers, jointly, as the exclusive representative for collective bargaining for all of its production and maintenance Employees in the "Pine Bluff Mill" of the Company excluding Office Clerical Employees, Guards, and Supervisors as defined in Section 2 (11) of the Labor Management Relations Act of 1947, as amended, and others as listed under Section III, Representation.
- (B) Also excluding those certain classifications included in collective bargaining units for which separate certifications have been issued by the National Labor Relations Board prior to the effective date of this Agreement.
- (C) The above described bargaining unit shall constitute a single unit for purposes of collective bargaining between the parties hereto. Within such unit, the International Unions may, without participation by the Company, make allocations of Employees who are in various job classifications under this agreement, to the jurisdiction of each Union, respectively, for membership purposes, and for the purpose of having such Union act for the International Unions in matters relative to rates of pay, grievances, and lines of progression for such Employees. Should a question arise as to which Union should act for any Employees as mentioned above, it will be resolved in the following manner:
 - (1) The Company will promptly furnish the International Unions with essential information relating to the duties of the Employees involved.

SECTION II - RECOGNITION

(C) - Cont'd.

- (2) Within forty-five (45) days after receiving such information from the Company, the International Unions will decide which Union will act for the International Unions with respect to the Employees in question and so notify the Company.
- (3) (a) In the event the International Unions do not resolve the matter within the time limit referred to above, either Union may give notice to arbitrate the matter to the other Union within thirty (30) days.

The dispute shall be arbitrated by the two Unions under the arbitration procedures set forth in this contract.

The issue to be arbitrated is limited to the question of which Union will act for the International Unions with respect to the Employees in question and the decision of the Arbitrator in this single issue shall be final and binding on the Unions and the Company.

- (b) Pending settlement of the matter the Company will deal jointly with the two International Unions or with the remaining International Union should one International Union disclaim interest.

SECTION III - REPRESENTATION

- (A) Employees of the Pine Bluff Mill of International Paper Company, who come under this Agreement and are entitled to representation by the Unions, jointly, shall include all those employed inside and outside the mill in the unit described in Section II above, except those persons employed in the exempt occupations listed below:

Mill Manager and Assistant
 Production Superintendent and Assistant
 U. M. & E. Superintendent and Assistant
 Technical Director and Assistant
 Personnel Director and Assistant
 Salaried Technical Assistants
 General Woodyard and Woodroom Foreman & 1st and 2nd Assistants
 Head Wood Scaler
 Pulp Mill Superintendent & 1st and 2nd Assistants
 Pulp Mill Tour Foreman
 Bleach Plant Superintendent
 Bleach Plant Tour Foreman
 Paper Mill Superintendent & 1st and 2nd Assistants
 Paper Mill Tour Foreman and Assistants
 Beater Room Foreman (Salary)
 P. E. Superintendent and Assistant
 P. E. Tour Foreman

SECTION III - REPRESENTATION

(A) - Cont'd.

Finishing Room Superintendent & 1st and 2nd Assistants
 Finishing & Shipping Tour Foreman
 Dock Foreman
 Chief Chemist & 1st and 2nd Assistants
 Research and Development Chemists and Engineers
 Quality Control Chemist (Salary)
 Operating Chemist (Salary)
 Plant Engineer and Assistants
 All Draftsmen on Salary Basis
 Outside Engineers
 Power Plant Superintendent & 1st and 2nd Assistants
 Power Plant Shift Engineer
 Chief Electrician & 1st and 2nd Assistants
 Master Mechanic & 1st and 2nd Assistants
 General Millwright Foreman
 Pulp Mill Millwright Foreman
 Paper Mill Millwright Foreman
 Machine Shop Foreman
 Pipefitter Foreman
 Carpenter Foreman
 Marine Way Foreman
 Instrument Foreman
 Power Plant Maintenance Foreman
 General Labor Foreman and Assistant
 Garage Foreman
 Boilermaker Foreman
 Brickmason Foreman
 Safety Director and Assistant
 Plant Nurses
 Watchmen
 Students working between school terms, not to exceed approximately
 three (3) months
 All Construction Employees
 All other exempt salaried jobs not included in the above list.

- (B) All Main Office Employees, including Order Clerks and Staff, Storekeepers, Timekeepers, Office Chauffeurs, Main Office Porters, the Porter attached to the Manager's Office where this office is separate from the Main Office, and all Clerks in offices throughout the plant who compile or have access to confidential information.

All Employees of the Woodlands Department, wherever they are working.

- (C) Salaried Employees in this group shall not do work regularly assigned to hourly paid Employees except in cases of emergencies, instruction, training or for the protection of life or property.

Furthermore, if the above is violated, the appropriate hourly Employee in the job classification in which the work would have been performed will be paid an equivalent amount of time at the overtime rate or call-in time, whichever is greater.

SECTION III - REPRESENTATION

- (D) All Pensioners are eligible to membership, but this is optional with the individual.

SECTION IV - UNION SECURITY

(A) Union Membership

- (1) Each Employee in the unit described in Section II above, excepting Employees listed in Section III above, shall become a member of the proper International Union which is a party to this Agreement not earlier than the 31st day and not later than the 37th day following the beginning of his employment, or the effective date of this Agreement, or the date of execution of this Agreement, whichever is the latest, and shall maintain such membership as a condition of employment by the Company.
- (2) The above provisions relative to union security shall apply only to those Unions that have complied with the provisions of the Labor Management Relations Act of 1947, as amended, in order to be eligible to enter into contractual relations requiring union membership as a condition of employment. These union security provisions will be administered under and in compliance with the terms of the Labor Management Relations Act of 1947, as amended.
- (3) The provisions of this Subdivision (A), Union Membership, shall not be applicable in those states where such provisions are prohibited by law.

(B) Deduction of Union Dues and Initiation Fees

- (1) The Company agrees to deduct each month from the wages of each Employee who submits a written authorization, in form as set forth in Paragraph (2) of this Subdivision (B), the amount of the regularly established current monthly membership dues of such Employee in the Local Union specified in such authorization (and/or a one time union initiation fee of such employee authorized on the form provided) and to remit the same to said Local Union so long as such written authorization shall be in effect according to the terms thereof, provided that such deduction and remittance will be made by the Company only to the extent and so long as it shall be legal for the Company to do so, and while this Agreement remains in effect. The Unions who are parties to this Agreement agree to indemnify the Company and hold it harmless from and against any and all loss or damage that may be incurred by the Company by reason of making such deductions and remittances.

SECTION IV - UNION SECURITY

(B) - Cont'd.

(2) Form of Assignment and Authorization for Membership Dues

"International Paper Company
Pine Bluff Mill

"I hereby assign to _____
(Name of Local Union)

of the _____
(Name of International Union)

(hereinafter called the Union) from any wages to be earned by me as your Employee each month, the amount of my regularly established *current monthly membership dues in said Union. I authorize and direct* the amount of such current dues from my pay each month and to remit the same to said Union."

"This assignment and authorization shall become effective with the first full calendar month following the date hereof and shall remain effective and irrevocable through the 31st day of August next following the date hereof. This assignment and authorization shall be automatically renewed effective from the first day of September next following the date hereof for a period of one year, and for successive one year periods commencing the first day of September of each year thereafter, unless I give you written notice of cancellation of this assignment and authorization not more than 30 days and not less than 15 days prior to the first day of September next following the date hereof or the first day of September in any succeeding year.

"If I should be transferred out of the jurisdiction of said Local Union and I so notify you in writing, this assignment and authorization shall thereupon automatically terminate.

Date: _____"

(3) Form of Assignment and Authorization for Initiation Fee

"International Paper Company
Pine Bluff Mill

"I hereby assign to _____
(Name of Local Union)

of the _____
(Name of International Union)

I hereby authorize and direct you to deduct a one time Union Initiation Fee in the amount established (currently \$_____) by the above-named Union from my pay and remit to said Union.

Date: _____"

(4) Payroll Deduction for COPE

(a) The Company agrees to deduct, and transmit to the Financial Secretary of Local Unions 735, 833, 898, 1731 and 2033 the amount from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by Local Unions 735, 833, 898, 1731 and 2033 for COPE. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount for each such employee, subject to the approval of the International Offices.

(b) The payroll deduction authorization shall be worded as follows:
PAYROLL DEDUCTION AUTHORIZATION FOR COPE LOCAL UNIONS 735, 833, 898, 1731 AND 2033

I, _____, hereby authorize the Company to deduct from my pay the sum of \$ _____ per month and to forward that amount to the Financial Secretary of Local Union _____ for the purpose of the Committee on Political Education. This Authorization is signed voluntarily and not out of fear of reprisal and on the understanding that COPE is engaged in a fund-raising effort with the AFL/CIO and will use the money contributed to that effort to make political contributions and expenditures in connection with federal and state elections, and that this voluntary authorization may be revoked at any time by notifying the Company and COPE in writing of a desire to do so. Contributions or gifts to COPE are not deductible as charitable contributions for federal income tax purposes.

Date _____ Signature of Employee _____

Name (print) _____ ID # _____ Local No. _____

(C) Notice

The mill will, on a weekly basis, notify its Local Unions of all terminations, new hires, transfers, and recalls from layoff of Employees working on jobs covered by this Agreement.

SECTION V - CONTRACTUAL RELATIONSHIP

(A) The Unions agree not to intimidate or coerce other Employees to join the Union.

(B) Management agrees not to discourage union membership or interfere in any way with the exercise, by Employees, of their legitimate rights to join and be active in the Unions.

(C) The parties signatory to this Agreement shall not discriminate against any Employee because of race, color, sex, religion, national origin, or, to the extent required by law, age. The parties also agree to take whatever action is necessary to comply with the provisions of the Americans with Disabilities Act and the Family Medical Leave Act.

(D) The rights of International Representatives with respect to mill visits are recognized and admittance to the mill may be obtained by contacting local Mill Management.

SECTION VI - SENIORITY

(A) Beginning of Seniority

(1) Employees shall begin their accumulation of seniority only after they become permanent employees.

(2) After an accumulation of thirty (30) days of work in a plant within a ninety (90) day period a probationary Employee shall be eligible for union membership. The Employee shall continue as a probationary Employee in all other respects until he has accumulated sixty (60) days of work within a 120 day period, at which time he shall be made a permanent Employee with seniority backdated to first date of hiring within such period.

SECTION VI - SENIORITY

(A) - Cont'd.

- (3) Students who may be employed during their vacation period or on a part-time basis shall not accrue seniority. They will not be assigned to other than base-rated jobs unless agreed to by the Local Union involved.
- (4) The mill may operate a labor pool of base rate Employees for the purpose of filling temporary vacancies throughout the mill. Employees in such a pool shall be classified as permanent Employees after meeting the requirements as set forth in Paragraph (A) (2) above.
- (5) In case of termination or discharge for cause, seniority will date from the last date of employment following such termination or discharge for cause.

(B) Types of Seniority

For the purposes of this Agreement there shall be three (3) types of Seniority: Job Seniority, Department Seniority, and Company or Division Seniority.

- (1) (a) Job Seniority is defined as the length of service on a job within a line of progression at the Pine Bluff Mill. All jobs on the same level within a line of progression shall be considered as one job for purposes of promotion. It is understood, however, that the Company will rotate men on various jobs carrying the same rate in the line of progression if, in Management's opinion, experience on more than one job is desirable for promotion to the next higher rate.
- (b) An Employee accumulates Job Seniority on his current job and on all lower jobs in the line of progression simultaneously.
- (2) Department Seniority is defined as the length of service in a line of progression at the Pine Bluff Mill.
- (3) Company or Division Seniority is defined as the length of service in the mills and facilities of the Company formerly identified as the Multiple Mill Group.
- (4) A job above the base rate which is not in a line of progression shall be considered as a one-job line of progression for seniority purposes. In administering the seniority provisions of the Labor Agreement, such a job shall be considered as the bottom job in the line.

(C) Use of Seniority in Promotions

- (1) (a) In the consideration of seniority in promotions, list preference shall be given to Job Seniority. Where Job Seniority is equal, Department Seniority shall prevail. If Job and Department Seniority are both equal, then Company or Division Seniority shall determine the promotion. Exception to this order of preference may only be made by mutual consent of the Company and the Local Union involved.

SECTION VI - SENIORITY
(C) (1) - Cont'd.

- (b) Where local agreements have been made to give first consideration to Department Seniority instead of Job Seniority in making promotions until all Employees reach their rightful place in the line of progression, "rightful place" means the place the Employee would have attained but for things beyond his and the Company's control, provided he develops the necessary capabilities. Non-exclusive examples of things beyond the Employee's or the Company's control are leave to the Armed Services and merging of lines of progression.
- (2) (a) Seniority will operate according to lines of progression agreed upon between the Local Unions and the Mill Manager. Such lines of progression shall be subject to change only by mutual agreement of the two parties.
- (b) When the rate of a job has been adjusted so that the job assumes a different level of progression, in order that Employees will retain their rightful place in the line of progression, the personnel shall be reassigned as soon as practicable according to applicable seniority rights.
- (3) When it is necessary to fill the bottom job in a line of progression other than by hiring from the outside, Management will take into consideration seniority and ability and when all the factors which constitute ability are relatively equal, then seniority will determine the promotion.
- (4) In filling subsequent vacancies in the line of progression, the senior qualified Employee will be promoted. Should a question arise as to whether or not the senior Employee is qualified, and it cannot be resolved by agreement between the Union and Management, the senior Employee will be given a reasonable trial period not to exceed forty-five (45) days on the job in question. If after the trial period it is found that the Employee is not performing satisfactorily the functions of the job, he will be returned to his former position and will become junior to the next oldest man. He will not, however, again be considered for promotion to the same job in which he has not performed satisfactorily for any vacancies which occur within six (6) months following his unsatisfactory performance, and after a second trial and a second failure he will not again be promoted unless the Union and the Company agree that he is entitled to another trial.
- (5) (a) It is understood and agreed that no step in the line of progression, the training in which is necessary to the next step, will be completely blocked by men who are unable or unwilling to progress further. Should such a situation appear to be developing, Management and the Union involved will discuss remedial measures.

SECTION VI - SENIORITY

(C) (5) - Cont'd.

- (b) When an Employee is promoted around a job and/or job level in a line of progression, he shall begin the accumulation of Job Seniority on all by-passed classifications at the same time he begins to accumulate seniority on the job to which he is promoted.
- (c) An Employee promoted from a line of progression job or a job not in a line of progression to an exempt classification shall continue to accrue seniority in his former line of progression or former job not in a line of progression for one year following such promotion. At the end of one year the Employee's seniority will be "frozen" and will remain so until and unless he is returned to a line of progression or job not in a line of progression as provided in Paragraph (d) or (e) below. However, at any time during the first year following promotion, such Employee may be returned (for any reason) to the line of progression from which he came and to such job as his seniority may entitle him or to his former job not in a line of progression. Such Employee will not be returned to the line of progression or job not in a line of progression for the purpose of beginning a new period of promotion. Setback time of forty (40) working days or less will be counted as uninterrupted set-up time, except when the setback is a result of an exempt salaried Employee returning from vacation, illness, or leave of absence.
- (d) After the first year as the result of a reduction in forces, the Employee may be returned to his former line of progression or job not in a line of progression and take such job as the seniority he had when "frozen" will entitle him.
- (e) After the first year as the result of disability the Employee may be placed in the line of progression or job not in a line of progression over which he has been a Supervisor, and take the highest job in the line of progression or job not in a line of progression that he is able to hold, provided (a) some Employee in that line of progression or job not in a line of progression is promoted to an exempt position as the result of the vacancy created by his return, and provided (b) no Employee in the line of progression or job not in a line of progression suffers a reduction. In case of subsequent reductions in the line of progression or job not in a line of progression, such a demoted supervisory Employee will take such position as his seniority may entitle him.

SECTION VI - SENIORITY

(C) (5) - Cont'd.

- (f) The one (1) year time limit as referred to in Paragraphs (c), (d), and (e) above may be extended (not to exceed two additional years) by mutual agreement of the Company and the Local Union involved and such agreement will be binding on all parties.
- (6) When more than one opening occur on the same level in a line of progression, the filling of which openings may result in an improper seniority relationship, the Company and the Union involved will study the situation and establish the proper seniority relationship.
- (7) (a) Following the principle of Job, Department, and Company Seniority, Employees with the most applicable seniority will be given preference of shift work or day work when permanent vacancies occur or when it is known in advance that a temporary vacancy will last an extended length of time [in excess of six (6) days], provided they are qualified to discharge the duties of the job in question.
- (b) Where Employees within a line of progression are scheduled on both five (5) day and seven (7) day per week shift operations within a line of progression, the senior qualified Employees may exercise this additional preference subject to Paragraph (7) (c) below.
- (c) For administration of this provision, an Employee will express in writing his preference of shift or day work with regards to the vacancies described in Paragraph (7) (a) above. Thereafter, the qualified Employee with the most applicable seniority and in accordance with the statements of preference will be assigned and will accept such vacancies.
- (d) Should an Employee at a later date wish to change his previous statement of preference of either shift or day work, he must make written cancellation. The Employee may exercise such preference only one time in a six-month period. This change in preference will become effective after the next temporary vacancy [as defined in Paragraph (7) (a) above] or permanent vacancy occurs.
- (e) This paragraph applies to Mechanic Apprentices only after they have completed training on the various jobs through which rotation is considered necessary; it being understood, however, that jobs through which rotation is necessary for the training of Mechanic Apprentices will not be blocked by a senior Apprentice claiming such job for a permanent assignment.

SECTION VI - SENIORITY

(C) - Cont'd.

- (8) (a) When a temporary vacancy occurs, it will be filled by the Employee having the most applicable seniority if such Employee is properly qualified to maintain satisfactory performance standards in the temporary opening. If the oldest Employee is not qualified, the next oldest will be given the setup and so on. When urgent situations arise Management will keep in mind the spirit and basic intent concerning temporary promotion and will not let emergency steps, out of harmony with the intent remain in effect more than three (3) or four (4) days. The full three (3) or four (4) days will not be used in cases where the in-line promotion can be accomplished in less time without overtime penalties. This paragraph applies to temporary promotions only.
- (b) Method of applying Paragraph (8) (a) (whether vacancies will be filled from the shift on which the vacancy occurs or with the senior qualified Employee from all shifts) is to be worked out by Local Management and the Unions involved.
- (c) If overtime will be incurred in filling a temporary vacancy in a line of progression, the Employee serving on the job where the vacancy occurs will be allowed to double. In the event the entitled Employee requests to be relieved, other Employees (if any) working on the same classification on the same shift who are still on the job will be offered the double, and the offer of such overtime in these situations will be alternated among these Employees in the classification on the same shift. No Employee referred to above will be required to double if such would result in his having worked a total of sixteen (16) hours before the end of the extra shift. If it becomes necessary to call someone in to provide relief, then the off-day Employee(s) in the same classification will be given first preference.
- (9) When an Employee refuses a promotion in his line of progression, either temporary or permanent, he will sign a form, with a copy to his Local Union, that he refused the promotion and forfeits his rights to all future promotions to or above the job he refused until reinstated as follows: Upon written request, with a copy to his Local Union, he will be reinstated in the line of progression following the first promotion, either temporary or permanent, after receipt of his request for reinstatement.

(D) Transfers

- (1) If it develops that an Employee is dissatisfied and cannot use his ability to best advantage where he is, he shall be allowed to transfer to another department of his choosing. In so doing, he must be willing to accept a bottom-rated job in the department to which he seeks transfer and must wait until there is an opening.

SECTION VI - SENIORITY

(D) - Cont'd.

- (2) There will be no obligation on the part of the Company to consider an application for transfer from an Employee with less than six (6) months of service in the department from which he seeks a transfer. However, Employees with less than six (6) months' service in a department will be considered for transfer in instances where consideration is also being given to new hires for the entry level job of a line of progression.
- (3) (a) The Company will consider the applicant for transfer into any department on the basis of seniority consistent with ability. The Company may refuse to transfer an Employee more than twice.
- (b) The Company will not hold transfers to a temporary job against an employee who is bumped from a temporary job when that employee is the senior bidder for a job in the department from which he or she was bumped.
- (4) Provided no Employee has made written application to the Manager of Industrial Relations for transfer, or those who have made application are not acceptable because of disqualifying infirmities or other accepted reasons, Management shall be privileged to hire a new Employee from the outside for that department. Written application for transfer must be renewed every three (3) months. If such is not done, the person whose application has lapsed (that is, has become more than three (3) months old) will not be given consideration for transfer when an opening occurs.
- (5) (a) When an Employee has been allowed to transfer from one department to another, he shall have the right to transfer back to the department from which he originally transferred within thirty (30) days without loss of seniority if during that time Management has determined that he is not suited to the new line of endeavor, or if the Employee expresses a desire to return to his former department.
- (b) When an Employee transfers from a line of progression to the Maintenance Department as an Apprentice, he shall have the right to transfer back to the line of progression from which he originally transferred within six months without loss of seniority if, during that time, it has been determined that he is not suited to the new line of endeavor.

Any Employee displaced as a result of an Employee returning from Maintenance under the above procedure will be given the same seniority protection as the returning Employee

SECTION VI - SENIORITY

(D) - Cont'd.

- (6) When the Company wishes to transfer an Employee temporarily in excess of thirty (30) days, or when the particular circumstances makes it advisable to give an Employee a longer period of time to try out for the job, this thirty (30) day limit may be extended by mutual consent.
- (7) The Company shall be privileged to hire outside Employees for the Technical Service Department, rather than accept applicants for transfer, provided such Employees to be hired are more highly skilled and technically trained than those seeking transfer.
- (8) Grievances arising from the application of the transfer provisions of this section involving transfers to jobs covered by this bargaining unit shall be processed through either the Union having jurisdiction over the department from which the aggrieved Employee wishes to transfer or through the Union having jurisdiction over the department to which the aggrieved Employee wishes to transfer.
- (9) When a group of Employees is transferred from mills in the former *Multiple Mill Group* to start up and man an entirely new mill only (for example the Pine Bluff Mill), then in order that such Employees retain their proper seniority relationship they will carry with them to the new mill the applicable Job and Department Seniority from the transferring mills.

(E) Layoffs and Terminations

(1) Permanent Reductions

- (a) In cases of a permanent reduction in work forces by termination of employment, Employees will be demoted in the descending order of progression levels in their respective lines of progression according to applicable Job and Department Seniority, and will be laid off according to Company Seniority. In following the principle of demotion, the Company will not be expected to place a man on a job which he cannot fill satisfactorily after a reasonable amount of break-in time, nor will the Company be expected to break-in simultaneously more men on jobs with which they are not familiar than can be done without lowering normal production standards.
- (b) When, as a result of a permanent reduction in forces, an Employee has been reduced to the base rate, he may accept promotion into another line of progression without jeopardizing his seniority right to return to the line of progression from which he was demoted provided he accepts the first permanent opening offered in his former line of progression. By failure to accept the first permanent opening he forfeits all seniority rights in the line of progression from which he was demoted.

SECTION VI - SENIORITY

(E) - Cont'd.

- (2) Base rated Employees will not be considered as being assigned to any equipment or line of progression. Base rated Employees will be laid off according to Paragraph (E) (6) below.
- (3) Temporary Layoffs (Seven Calendar Days or More)
 - (a) Occasional layoffs of seven (7) calendar days or more duration may occur during a contract year. When it is not known that there will be a series of such layoffs during a contract year, the Employees will be demoted in reverse order of their promotion through job levels on which they have previously performed satisfactorily. When the Employees have reached the base rate, they will be laid off according to Paragraph (E) (6) (a) below.
 - (b) When it is known that there will be a series of layoffs of seven (7) calendar days or more during a contract year, Employees already qualified will be demoted in the descending order of progression levels in their respective lines of progression according to applicable Job and Department Seniority. However, the Company will begin the training of those not qualified, beginning with the first such layoff, so that by the end of the third such layoff all Employees in a line of progression will be demoted in the descending order of progression levels according to applicable Job and Department Seniority, provided, of course, they have acquired the necessary qualifications. When the Employees have reached the base rate they will be laid off according to Paragraph (E) (6) (a) below.
- (4) Temporary Layoffs (Less Than Seven Days)
 - (a) Occasional layoffs of less than seven (7) calendar days may occur during a contract year. Where it is not known that there will be a series of such layoffs during the contract year, Employees on the equipment involved will be demoted, insofar as possible, in reverse order of their promotions, through job levels on which they have previously performed satisfactorily, on a shift basis. When Employees have reached the base rate they will be laid off according to Paragraph (E) (6) (b) below.
 - (b) When it is known that there will be a series of layoffs of less than seven (7) calendar days' duration during a contract year, Employees already qualified will be demoted on a shift basis in the descending order of progression levels in their respective line of progression according to applicable Job and Department Seniority. However, the Company will begin the training of those not qualified, beginning with the first such layoff, and will accomplish, in as few such layoffs as practicable, the training necessary to enable all Employees involved to be demoted on a shift basis in the descending order of progression levels in their respective lines of progression according to applicable Job and Department Seniority, provided, of course, they have acquired the necessary qualifications. When Employees have reached the base rate they will be laid off according to Paragraph (E) (6) (b) below.

SECTION VI - SENIORITY

(E) - Cont'd.

(5) Temporary layoffs (Three Days and/or Less)

For repair shutdowns of three (3) calendar days or less duration (including holidays) during the contract year, the Employees will be laid off from the equipment involved.

(6) Temporary layoffs (Base Rated Employees)

(a) For layoffs of seven (7) calendar days or more, base rated Employees will be laid off according to Company Seniority.

(b) For layoffs of less than seven (7) calendar days, base rated Employees will be laid off according to seniority, on a shift basis, from the department to which they were assigned at the time of the layoff.

(c) For the purpose of laying off base rated Employees, departments are defined as follows: Woodyard and Woodroom; Pulp Mill; Paper Mill; Finishing and Shipping; Power Plant; Maintenance; including General Yard; Laboratory; Storeroom; Groundwood Mill.

(7) It is understood that the terms and conditions as provided in Paragraph (E) (3) (a) and (b), Paragraphs (E) (4) (a) and (b), Paragraph (E) (5) and Paragraph (E) (6) (a), (b) and (c) above are applicable to both five (5) and seven (7) day operations.

(8) An Employee will not be permitted to bump another Employee during the shutdown and/or start up procedure.

(9) Exceptions to the demotion and layoff procedures as outlined herein above may be made at the Pine Bluff mill by mutual agreement between Local Management and the Local Union or Unions involved.

(10) Under temporary demotion and layoff conditions as provided in Paragraphs (2) through (9) above, an Employee will make an election in writing as to whether he wishes to be laid off directly from his regular job or be reassigned to a lower job to which his seniority may entitle him. If he elects to take reassignment, he will state in writing the lowest level job on which he will accept work before electing to be laid off. If he elects to be laid off directly from his regular job, he will not be considered for demotion and/or reassignment at any time thereafter until and unless he makes a request in writing to the Company that he wishes to be considered for demotion. A copy of such request will also be given to the Local Union involved. An Employee must make his election prior to the posting of any shutdown or curtailment in order to receive consideration for that particular shutdown or curtailment.

SECTION VI - SENIORITY

(E) - Cont'd.

- (11) Permanent Employees who have completed their sixty (60) days' probation period, if laid off, will if called back within sixty (60) days, retain the seniority status they had when laid off.
- (12) On regularly recurring temporary layoffs, such as in Woodlands, Finishing rooms, etc., as much notice of layoff will be given as fluctuating working conditions will allow.
- (13) When permanent Employees are to be permanently laid off due to reduction of the work force, Employees to be laid off will be given as much notice as possible and in no case less than seven (7) calendar days' notice.
- (14) When the Camden Mill, Louisiana Mill, Mobile Mill, Moss Point Mill, Natchez Mill or the Pine Bluff Mill is taking on new permanent Employees, applications from permanent Employees with recall rights, on layoff status from any of the mills listed above, will be given preferential hiring consideration. It is understood and agreed that Employees so hired will be junior, for purposes of promotion, demotion, and layoff, to all existing personnel working at that mill at the time of their employment.

(F) Recalls

- (1) Employees who are laid off because of lack of work, except Employees discharged for cause or those who quit voluntarily, and who have been classified as permanent Employees for sixty (60) calendar days or longer shall have the right of reinstatement without loss of seniority except as hereinafter noted, providing they report to the Company's Personnel Office every six (6) months following such layoff before the 15th, in person or by registered letter (return receipt requested) giving their current address and signifying their continued interest in returning to work for the Company. If the Employee reports to the Personnel Office in person, he will be required to sign a statement in triplicate of his desire to continue his recall rights, one copy to be sent to the Local Union Secretary and one copy to be given to the Employee.
- (2) Any layoff, as identified above, which extends for a continuous period of more than one (1) year in the case of Employees with from sixty (60) calendar days to one (1) year's seniority at the time of such layoff, and any continuous layoff for a period of more than two (2) years' seniority at the time of such layoff, and any continuous layoff for more than three (3) years for Employees having more than three (3) years' seniority at the time of such layoff, shall be deemed to break continuous employment except in those cases where a department or plant has been shut down with the definite intention of starting up again when conditions justify.

SECTION VI - SENIORITY

(F) - Cont'd.

- (3) (a) Employees permanently laid off (as distinguished from recurring temporary layoffs), due to reduction in force, are expected to look elsewhere for employment. However, during the period of their recall rights opportunities for employment will be offered on the following basis:
- (1) Those who desire recall to temporary vacancies will indicate such desire by signing (at time of layoff) a form provided by the Company. (Temporary vacancies are vacancies of more than one day, but less than thirty (30) calendar days' duration.) The Company will notify such Employee of any temporary vacancy that he is entitled to fill (according to procedures outlined in Paragraph (b) below). The Employee must accept the vacancy and be on the job within twenty-four (24) hours after receiving notice, or his recall rights will be cancelled. (An Employee will be excused from filling such vacancy only if sickness, attested to be a physician, makes it impossible.) Any temporary time worked under this provision will not be used to effect a change in the seniority status of the Employee.
 - (2) Those who do not sign a form indicating a desire to be recalled to fill temporary vacancies will be notified only of permanent vacancies their seniority will entitle them to fill. (Permanent vacancies are vacancies expected to be of more than thirty (30) calendar days' duration.) When recalled (as outlined in Paragraph (b) below, the Employee must report as provided or his recall rights will be cancelled.
- (b) Where recall, either to temporary or permanent vacancies (as provided above), is to be made notice will be made to the Employee either by: (1) telephone, (2) by person to person message, or (3) by registered letter (return receipt requested) to the Employee at his last given address. An Employee being recalled to a temporary vacancy will be required to report for work as provided in Paragraph (3) (a) (1) above. Employees being recalled to fill permanent vacancies will be given three (3) days after receipt of such notice to advise the Personnel Office of their desire to return to work. And, such Employees must actually report to work, within fourteen (14) days after receipt of the notice, (unless this period is extended with the express permission of the Superintendent over the vacancy) or their recall rights will be terminated.

SECTION VI - SENIORITY

(F) - Cont'd.

- (c) It is understood that any available means may be used, without penalty on the Company, to meet work requirements while awaiting the return of recalled Employees.
 - (d) In the event a registered letter fails to reach an Employee at his last given address and is returned to the Company, this shall be taken as proof that the Employee has failed to keep the Company posted on his address and he therefore forfeits his rights for reinstatement.
- (4) (a) Employees who are demoted, as the result of reductions in force, will retain the right to return to their former job and/or line of progression as outlined following:
- An Employee demoted to a base rated job will be offered, when temporary vacancies occur, the opportunity to return to his former job and/or line of progression when his seniority so entitles him. Such offer will be made to the senior Employee, regardless of shift, as soon as it can be done without incurring overtime. There will be no obligation to use such an Employee when he is on his regularly scheduled off days. (Temporary vacancy is as defined in Paragraph (3) above.) A refusal to accept an offer, whether temporary or permanent, will cancel out such Employee's right to return to his former job and/or line of progression.
- (b) Employees who are demoted to a base rated job, and are subsequently moved into a job in another line of progression, will be offered the opportunity to return to their former job and/or line of progression in accordance with their option expressed in writing. When such an Employee moves into another line of progression he will be asked to signify in writing whether he wishes to accept "temporary vacancies" as well as "permanent vacancies". A copy of the Employee's written statement of preference will be sent to the Local Union having jurisdiction over the former job and/or line of progression to which the Employee has a right to return. (Vacancies are as defined in Paragraph (3) above.)
 - (1) If the "temporary vacancy" option is selected, temporary vacancies will be offered to the qualified senior Employee, regardless of shift, as soon as it can be done without incurring overtime. There will be no obligation to use such an Employee when he is on his regularly scheduled off days. A refusal to accept an offer will terminate an Employee's right to return to his former job and/or line of progression. Acceptance of a temporary vacancy will terminate an Employee's right to return to the job in the line of progression that he vacated.

SECTION VI - SENIORITY

(F) (4) (b) - Cont'd.

(2) If the "permanent vacancy" option is selected, only permanent vacancy openings will be offered. When such an offer is accepted, all seniority rights in the line of progression being left will be cancelled. If a permanent vacancy offer is rejected all rights of return to the former job and/or line of progression are cancelled.

(5) During the first continuous ninety (90) days of layoff, an Employee's seniority shall continue to increase, but this increase stops from that date until he returns to work.

(6) An up-to-date seniority list will be furnished each Local Union on request but not more often than at six (6) month intervals.

(G) World War II National Emergency Veterans

* An Employee who left the Company to enter the Armed Services during the World War II National Emergency (herein called "veteran"), and who availed himself of his re-employment rights with the Company upon completion of his term of such service (herein called "service time"), shall have such service time applied to his seniority with the Company in the following manner:

(1) A veteran who returned to the company and began work in a different department from that in which he was working at the time he entered the Services shall have such service time added to only his Company Seniority.

(2) A veteran who returned to the Company and re-entered the same department in which he was working at the time he entered the Services, shall have his service time added to his Company Seniority and to his Department Seniority, and as long as he remains in that department he shall have a sufficient amount of time added to his Job Seniority on each job level to which he has progressed, or to which he may in the future progress, to make the veteran senior by one day to the most senior Employee who may have preceded him to that job level because of the veteran's service time.

(3) A veteran who may have transferred to another mill of the former Multiple Mill Group of the Company since his return from the Armed Services shall nevertheless have his seniority computed at his "Home Mill" up to the time of his transfer in the manner outlined in Paragraph (2) immediately above, and to the extent such seniority is recognized at the mill to which he transfers, then such seniority shall be his seniority at the mill to which he transferred and he shall be considered in his rightful place in his line of progression. "Home Mill" as used in this paragraph means the mill from which an Employee entered the Service and to which he returned from the Services.

SECTION VI - SENIORITY

(G) - Cont'd.

- (4) It is expressly understood that there shall be no re-shuffling of personnel as a result of the application of this provision on World War II Seniority. It is also expressly understood that a veteran of World War II may not use "permanent" seniority gained as a result of being set up on a temporary promotion in excess of thirty (30) days to claim a job where a permanent vacancy does not exist.
- (5) The Unions shall and do indemnify and save harmless the Company from and against any and all debts, claims, demands, suits, fees and/or expenses, or any other form of liability arising out of, or by reason of, any action taken or not taken by the Company pursuant to the provisions of this paragraph.

(H) Off-Shore Operations

Whereas, the Company is engaged in certain "off-shore operations" (reference to "off-shore operations" wherever referred to herein is to be understood to mean such operations of the Company which are beyond the continental limits of the United States of America) which necessitates the temporary assignment of salaried supervisory Employees, and which may also necessitate the temporary assignment of certain classifications of hourly Employees to such "off-shore operations":

It is agreed between the parties hereto as follows:

- (1) A salaried supervisory Employee temporarily assigned to such "off-shore operations" service for a period of time not in excess of three years shall be considered to be a permanent Employee on leave of absence whose continuous employment is not broken by such "off-shore operations" service and he shall continue to accumulate Company and Department Seniority, and also Job Seniority on all lower jobs in the line of progression over which he had supervision prior to his temporary assignment to the "off-shore operations". Upon his return from such service he shall be entitled to return to his previous salaried supervisory position and replace the incumbent Employee who was temporarily promoted to fill the vacancy created by his absence in "off-shore operations" service; provided, however, that if there should not then be any incumbent in such position by reason of a reduction of forces, he shall be entitled to the position to which he may be entitled by virtue of his accumulated seniority.

SECTION VI - SENIORITY

(H) - Cont'd.

- (2) In an instance when a salaried supervisor is temporarily assigned to "off-shore operations" service and an hourly rated Employee is promoted to fill the vacancy, such hourly rated Employee shall continue to accumulate job Seniority on all lower jobs in the line of progression over which he has supervision. Upon the return of the salaried supervisor from "off-shore operations" service, the incumbent shall be entitled to return to an hourly rated job in the line of progression to which he is entitled by virtue of his accumulated seniority.
- (3) (a) An hourly rated Employee temporarily assigned to "off-shore operations" service for a period of time not in excess of three years shall be considered to be a permanent Employee on leave of absence whose continuous employment is not broken by such "off-shore operations" service and he shall be given the same consideration for promotion to which his seniority would have entitled him had he not been assigned to "off-shore operations" service. Accordingly, when a permanent vacancy occurs in a line of progression, if the senior Employee in line for the job is in "off-shore operations" service he is to be considered for the promotion just as if he were still in the regular line of progression. Since it may sometimes be difficult to judge fairly whether the absent Employee is qualified for promotion, because of the job in question and the length of time he has been away, the absent Employee is to be tentatively promoted to the vacancy in absentia. No seniority shall begin to accrue because of any such tentative promotion, as the adjustment of seniority shall be governed by the provisions of Sub-paragraphs (c) and (d), of this Paragraph (3).
- (b) The Employee actually set up is to be given the promotion with the condition that the promotion rightfully belongs to the senior Employee in the "off-shore operations" service, and the job will be given to the senior Employee when he returns from such service and qualifies for the job. Should it so happen that the same Employee becomes entitled to consideration for more than one promotion while he is on "off-shore operations" service, he is to be tentatively promoted to each vacancy in the same manner as outlined above. When he returns he is entitled to the highest job to which he was promoted in absentia provided he is qualified to satisfactorily perform the duties of the job.
- (c) An hourly rated Employee who returns from "off-shore operations" service and re-enters the same department in which he was working at the time he entered the "off-shore operations" service, shall have such "off-shore service time" added to his Company Seniority and to his Department Seniority, and as long as he remains in that department he shall have a sufficient amount

SECTION VI - SENIORITY

(H) (3) (c) - Cont'd.

of time added to his Job Seniority on each job level to which he has progressed, or to which he may in the future progress, to make him senior by one day to the most senior Employee who may have preceded him to that job level because of his "off-shore operations" service.

- (d) An hourly rated Employee who returns from "off-shore operations" service and re-enters a different department from that which he was working at the time he entered the "off-shore operations" service, shall have such "off-shore service time" added only to his Company Seniority.

- (4) The term "a period of time not in excess of three years" as used hereinabove shall include any vacation period to which the Employee may be entitled at the end of his off-shore service.

SECTION VII - ADJUSTMENTS OF COMPLAINTS

- (A) An earnest effort should first be made to settle the complaint informally and personally between the aggrieved Employee and/or his Union Steward and his Foreman within fifteen (15) days after cause for complaint becomes known to the aggrieved Employee. If the Employee and/or the Steward is prevented from presenting the complaint within this time limit because of an excused absence, the Employee and/or the Steward will be given fifteen (15) days to present the complaint after the Employee returns to work from such excused absence.
- (B) If the Foreman fails to adjust the complaint to the satisfaction of the Employee and/or Steward after it is referred to him informally, the complaint will, within five (5) work days of the Foreman's informal reply, be presented to the Foreman in writing and the Foreman will put his answer in writing within four (4) days thereafter (excluding Saturdays, Sundays, and Holidays) and present it to the Employee and/or the Steward. Within ten (10) calendar days following receipt of the Foreman's written answer, the Employee and/or his Steward may refer the complaint to the Mill Manager Industrial Relations or his representative in writing. A meeting with the Union Committee will then be held within ten (10) calendar days after the complaint is referred to the Mill Manager Industrial Relations or his representative, unless the time for meeting is extended by mutual agreement. The appropriate department supervisor will attend the meeting and will participate in the discussion. The Mill Manager Industrial Relations or his representative shall make a written reply within ten (10) calendar days after meeting with the Union Committee, stating his disposition of the complaint.
- (C) If the Mill Manager Industrial Relations or his representative fails to adjust the complaint in a satisfactory manner, the matter shall be referred in writing, with a copy to the appropriate International Union Representative (within ten (10) calendar days following receipt of the Step II answer) to the Mill Human Resources

SECTION VII - ADJUSTMENT OF COMPLAINTS

(C) - Cont'd.

Manager who will meet with the Union Steward Committee and the International Representative of the Union involved or at the option of the Local and International Union will meet with the Union Steward Committee.

The meeting at the Mill Human Resources Manager's level will be held within ten (10) calendar days (after the complaint is referred to the Mill Human Resources Manager) unless the time for meeting is extended by mutual agreement. Upon request of the Local Union Chairman, or the International Representative the Mill Manager or his representative will attend.

- (D) (1) If the complaint is not satisfactorily settled by the Mill Human Resources Manager or Mill Manager within fifteen (15) calendar days after the meeting, it may be submitted to arbitration at the election of either party. The party choosing to arbitrate shall give written notice of such intent to the other party within thirty (30) calendar days from the date of receipt of the written Step III answer. The giving of written notice by the Union as referred to in this paragraph shall mean written notice to the Industrial Relations office of the mill with a copy to the appropriate International Representative.
- (2) Upon receipt of notification from either party of their intent to arbitrate a grievance (excluding those involving the Jackson Memorandum, Female Memoranda or other Equal Employment Opportunity issues, work jurisdiction questions between Mill Forces and Non-mill Forces, or questions involving Article XVII (A)(4)(a), (b), (c) and (d), or involving the meaning or interpretation of any law), the parties will attempt to select a mutually satisfactory Arbitrator. If they fail to reach agreement within ten (10) days of receipt of the above-mentioned notice, the Local Union President and the Mill Manager Industrial Relations will promptly select three (3) Arbitrators, at random, from the panel described in Paragraph (8) below.
- (3) Upon selection of three (3) Arbitrators from the panel, the International Union Representative and Mill Manager Industrial Relations will select three (3) mutually agreeable dates on which the case would be heard. A Submission Agreement would then be jointly filed within seven (7) calendar days to AAA, who will in turn notify the Arbitrator of his selection and the three (3) dates proposed for the hearing. The Arbitrator will select one of the dates for the hearing and the hearing will be held at the plant of the Company where the grievance arose. The Arbitrator shall give at least 72 hours' notice of the time and place of the hearing to the parties, which may be given orally.
- (4) The Arbitrator's decision in this procedure shall be based on the record developed by the parties before and at the hearing. Either party may submit a written statement in support of its position to the Arbitrator at the beginning of the hearing. The Arbitrator shall include a brief written explanation of the basis for his

SECTION VII - ADJUSTMENT OF COMPLAINTS

(C) (4) - Cont'd.

conclusion. The decision of the Arbitrator shall be final and binding only to the mill in which the complaint was processed. Further, settled complaints and Expedited Arbitration awards, past, present, and future, will be precedent setting only to the mill in which processed.

- (5) The Arbitrator shall have no power to add to or subtract from or modify any of the terms of the Labor Agreement or any agreement made supplementary thereto nor to establish or change any wage. Any case referred to the Arbitrator on which he has no power to rule shall be referred back to the parties without decision and the costs under the procedure shall be borne equally by both parties concerned.
- (6) Under this procedure, no more than two (2) complaints may be heard at any one time and a one-hour interval shall be allowed between the hearing of each complaint. No grievance may be added or substituted after selection of the Arbitrator has taken place except by mutual agreement of the Human Resources Manager and International Union Representative.
- (7) Grievances excluded in Paragraph (2) above could be arbitrated, by mutual agreement, under the above procedure. However, failing to reach agreement, such matters will be handled in accordance with Paragraphs (D) (7) (a), (b), (c), and (d) below.
 - (a) *If the complaint is not satisfactorily settled by the Mill Human Resources Manager or Mill Manager within fifteen (15) calendar days after the meeting, it may be submitted to arbitration at the election of either party. The party choosing to arbitrate shall give written notice of such intent to the other party within thirty (30) calendar days from the date of receipt of the written Step III answer. The parties will then attempt in good faith to select a mutually satisfactory Impartial Arbitrator from the panel established in Paragraph (8) below. If they fail to reach agreement within ten (10) days of the receipt of the above-mentioned notice, the Federal Mediation and Conciliation Service shall be requested by both parties to submit a panel of five (5) persons, each qualified to serve as Arbitrator. Each of the parties shall have the right to strike two (2) names from the panel submitted. The remaining name on the panel shall automatically become the Arbitrator.*
 - (b) The Arbitrator shall render his award within thirty (30) days after the close of the hearing. Neither party shall have the right to waive this thirty (30) day time limit. The decision of the Arbitrator shall be final and binding.

SECTION VII - ADJUSTMENT OF COMPLAINTS

(D) (7) - Cont'd.

- (c) Under the Ad Hoc Procedure, either the Company or the Union may file a written post hearing brief provided such is filed no later than seven (7) days following the hearing.
- (d) The Impartial Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any Agreement made supplementary hereto nor to establish or change any wage. Any case referred to the Impartial Arbitrator on which he has no power to rule shall be referred back to the parties without decision. The cost of the Arbitrator shall be borne equally by both parties concerned.

(8) A panel of twenty (20) experienced Arbitrators shall be jointly selected to hear cases referred to arbitration under Paragraph (2) above.

(9) Once a complaint has been referred to arbitration, the parties will, within ninety (90) calendar days' from the date of referral, establish a date for the arbitration hearing. If circumstances warrant, the parties may mutually agree to extend this ninety (90) day time limit. If the complaint is not scheduled for arbitration within ninety (90) calendar days from the date of referral, or by the end of an agreed-upon time extension, it will be destroyed without prejudice to either party.

(E) A complaint shall be considered settled if it is not carried forward to the next step within ten (10) calendar days except at Step III where the thirty (30) day limit will apply. Time limits may be extended by mutual agreement. Requests for extensions will, insofar as is possible, be made in writing and answered in writing. Telephoned requests, if granted, will be affirmed in writing.

(F) It is agreed and understood that where it is found that Employees have been unjustly demoted, laid off or discharged, they shall be paid for all loss of time.

(G) When employees have been denied work due to scheduling errors (including doubling, holdover and call-ins), they will be made whole by providing them with the opportunity to work a comparable number of hours. Penalty payments will not be permitted in settlement of such grievances.

(H) (1) Grievance meetings involving Day Workers will not be scheduled later than one (1) hour before the end of the day shift.

(2) It is understood and agreed that a Local Union has the right to process a complaint on behalf of any Employee or group of Employees represented by it.

(3) In cases of complaints arising out of an assignment of work, involving jurisdiction as between mill Employees and outside Employees, the preliminary steps of the complaint procedure may be eliminated and the complaint carried directly to the Manager of Operational Services. The next step will then be to the Mill Human Resources Manager.

SECTION VII - ADJUSTMENT OF COMPLAINTS

(H) - Con't.

- (4) Grievances involving pay practices or work jurisdiction which are not settled at the informal level under Paragraph (A) may be submitted in writing within five work days of the Foreman's informal reply, directly to the Mill Manager Industrial Relations or his representative. The meeting will be a combined Step I - Step II meeting with meeting times and time limits as set forth in the Step II procedure. The next step will then be Step III.
- (5) The Company will forward copies of all Step II and Step III grievance answers to the appropriate International Union Representative and Area Office. Additionally, when grievances are settled at the Step II or Step III levels, the Company will forward copies of these answers to the Local Unions in the bargaining unit within the mill. The Company will forward copies of all Pine Bluff Mill arbitration awards to all Local Union Presidents within the bargaining unit.

SECTION VIII - WAGES

- (A) A copy of the Pine Bluff Mill's basic hourly wage rate schedule covering the period September 1, 1993 - August 31, 1998 is attached. This schedule shall remain in effect during its applicable period during the life of this Agreement unless changed by mutual consent of the parties at a meeting duly called on thirty (30) days' written notice by either of the parties signatory hereto to the other party.
- (B) The matter of wages is not to be a subject of arbitration.
- (C) When major changes are made in the Pine Bluff Mill which creates new jobs, or substantially change the duties of existing jobs, the Management will meet with the Unions concerned to discuss the size of crews and appropriate rates of pay. Such meeting will take place 15 to 30 days before the start-up of the equipment unless the parties mutually agree that it is desirable to see the equipment in operation before discussing the crew size or rates of pay. The delay in holding this meeting is not to exceed 30 days. If after discussion(s) mutually satisfactory rates cannot be agreed upon, Management will, within 30 days thereafter, set rates but such rates may be subject to further negotiations at the next General Conference in a separate discussion from other adjustment requests, and any changes agreed upon at that time shall be retroactive to the date of the job changes which occasioned the rate adjustments. Nothing in this paragraph shall prevent Management from making the change.

SECTION IX - WORK CONDITIONS AND PRACTICES

It is further understood and agreed that all regulations and instructions of the Company, work regulations and practices, copies of which are attached, which do not conflict with the provisions of the Agreement, or with State or Federal laws, are affirmed and will continue in force and effect during the life of this Agreement or any extension thereof, unless changed by mutual consent of the parties signatory hereto.

SECTION X - CONTINUOUS OPERATION

- (A) It is agreed that there shall be no authorized strikes, walkouts, lockouts, slowdowns or any other similar interruptions of work during the period of this Agreement or any extension thereof.
- (B) The International Unions signatory to this Agreement and their Locals agree that none of them will, during the term of this Agreement or any extension thereof, authorize any strike, walkout, slowdown or other similar interruption of work nor will they aid or abet such strike, walkout, slowdown or similar interruption of work. In the event of any strike, walkout, slowdown or other similar interruption of work during the period of this Agreement or any extension thereof, the above International Unions and their affiliated Local Unions will take immediate action to secure the return of Employees to work and eliminate said strikes, walkouts, slowdowns or other similar interruptions of work. The signatory International Unions, their Locals and Officers further will evidence their responsibility for continuous operation of the Company's plant by giving every assistance in manning the vacated jobs should any of the above enumerated interruptions of work occur.
- (C) Furthermore, the Employer may impose disciplinary measures against any Employee involved in such unauthorized acts without recourse by the signatory International Unions or their Locals; except that the grievance procedure (Section VII) may be invoked to determine the question of fact as to whether or not an Employee has been involved in any such unauthorized acts.
- (D) It is being understood and agreed that any strike, walkout, slowdown or any other similar interruption of work not authorized by the Unions in accordance with their respective International constitutions, by-laws, standing rules and general laws, and not aided, encouraged and abetted by the Union, shall be deemed for all purposes an unauthorized strike, walk-out, or slowdown, for which there shall be no financial liability on the part of any of the signatory International Unions and/or their Locals or Officers thereof so long as sincere and vigorous action is being taken by the above-mentioned Unions or Officers thereof to terminate such unauthorized action by Employees.

SECTION XI - CHANGE OR MODIFICATION OF AGREEMENT

- (A) This Agreement shall be in effect September 1, 1993, and shall remain in effect through August 31, 1998, and from year to year thereafter unless terminated in accordance with the provisions of Section XII below.
- (B) If either party shall desire to change any provision of this Agreement, it shall give written notice of such desire to the other party at least sixty (60) days in advance of the anniversary date. This notice, when given, shall insofar as possible specify any changes or amendments that the party giving such notice shall desire to make in this Agreement.
- (C) The giving of notice provided in Paragraph (B) above, shall constitute an obligation upon both parties to negotiate in good faith all questions at issue with the intent of reaching a mutual agreement.
- (D) If the parties have not reached agreement on or before the anniversary date, all the provisions of this Agreement shall remain in effect unless specifically terminated in accordance with the provisions of Section XII below.

SECTION XII - TERMINATION OF AGREEMENT

- (A) At any time after the anniversary date, if no agreement on the questions at issue has been reached, either party may give written notice to the other party of intent to terminate the Agreement in ten (10) days.
- (B) All the provisions of this Agreement shall remain in force and effect until the specified time has elapsed. During this period attempts to reach an agreement shall be continued.
- (C) If the parties have failed to resolve their differences before the specified time has elapsed, all obligations under this Agreement are automatically cancelled.

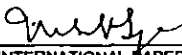
PINE BLUFF MILL


1998 CONTRACT NEGOTIATIONS

SEPTEMBER 1, 1998

AGREEMENT STATEMENT

The current Labor Agreement as amended by the provisions contained in the proposal dated February 9, 1999 of International Paper to Paper Allied Industrial Chemical Energy Locals 5-0735, 5-0833, 5-0898, 5-1731 and Local 2033 of the International Brotherhood of Electrical Workers constitutes the Labor Agreement for the period September 1, 1998 - August 31, 2004, as signified by the parties' signatures below


INTERNATIONAL PAPER
PINE BLUFF MILL
MARK GEORGE, MILL MANAGER

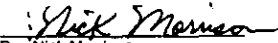

UNITED PAPERWORKERS
INTERNATIONAL UNION
KEN RAGAN, INTERNATIONAL
REPRESENTATIVE

PINE BLUFF MILL

PAPER ALLIED INDUSTRIAL CHEMICAL ENERGY,
PINE BLUFF LOCAL 5-0735


By: Jim Bennett


PAPER ALLIED INDUSTRIAL CHEMICAL ENERGY,
PINE BLUFF LOCAL 5-0833


By: Nick Morrison

PAPER ALLIED INDUSTRIAL CHEMICAL ENERGY,
PINE BLUFF LOCAL 5-0898


By: James Evans

PAPER ALLIED INDUSTRIAL CHEMICAL ENERGY,
PINE BLUFF LOCAL 5-1731


By: Pete Boggy

LOCAL 2033 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS


By: Roy Carrington
President/Business Manager

WORK REGULATIONS AND PRACTICES

ARTICLE I - DEFINITIONS

For purposes of interpreting this Agreement, the following definitions of words and terms are made:

- (A) Emergency Work: Emergency work is work that can be neither anticipated nor postponed such as an unforeseen breakdown which will cause loss in production or endanger life or property.
- (B) Tour Worker: A Tour Worker is an Employee engaged in continuous process operation, the services of whose occupation are required for more than one shift a day.
- (C) Day Worker: A Day Worker is an Employee not engaged in continuous process operation, the services of whose occupation are not required for more than one shift a day.
- (D) Temporary Tour Worker and Temporary Day Worker: A Tour Worker may temporarily become a Day Worker, and vice versa, when either is employed for a period of time under conditions stipulated herein as determining the status of each. In this event, the rules and regulations prescribed will be applied on the basis of the Employee's actual status with respect to his temporary occupation.
- (E) Permanent Employee: A permanent Employee is an eligible Employee who has been assigned to regularly fill a job connected with the regular operation and maintenance of the Pine Bluff Mill.
- (F) Shift: The term shift means the designated period of employment of any Employee and may be used with reference to both Tour Workers and Day Workers without altering the status of either class of worker as defined herein.
- (G) For the purpose of determining whether a promotion within a production line of progression is temporary or permanent, the following definitions shall apply:
 - (1) Permanent vacancies are those created by retirement, death, discharge, quit, or the addition of new permanent jobs.
 - (2) Temporary vacancies are those created by vacations, sickness, leave of absence or a temporary increase in crew size due to fluctuating work requirements. Employees do not acquire job seniority on jobs above their permanent position while temporarily assigned to higher jobs.
- (H) Whenever used in the Labor Agreement, the words "employee" and "employees", and pronouns such as "he", "his", "him", "she", "her", and "hers" shall include both male and female employees; except where used in specific reference to one sex to the exclusion of the other, as, for example in Article XI (C) and Article II (A) (1) (c), in which case it shall apply only to the identified sex.

ARTICLE II - HOURS OF WORK

(A) (1) (a) When no more than two (2) shifts a day are scheduled for Employees in a classification, a division or area of a plant, or a whole plant, the Company may, during the first shift, either:

- (1) Schedule a non-paid lunch period for such Employee, or,
- (2) Schedule Employees to work straight through on the shift, and allow them to eat during their working hours.

(b) On a second and/or third shift the Company will allow Employees to eat during the working hours of such second or third shift as has been the traditional practice for many years.

(2) The work day for Finishing Room Employees will start at 7:00 A.M. and will be further governed by the number of shifts employed.

(3) Under the present operating schedule, Tour Workers are organized into three (3) shifts and work eight (8) consecutive hours each shift, as follows:

Tour A - 7:00 A.M. to 3:00 P.M.
 Tour B - 3:00 P.M. to 11:00 P.M.
 Tour C - 11:00 P.M. to 7:00 A.M.

(4) (a) Insofar as operating conditions permit, Day Workers will be scheduled for five (5) days per week, eight (8) hours per day, lunch period excepted.

(b) The scheduled work days for Day Workers will be consecutive.

(c) A schedule for Day Workers will be posted by 2:00 P.M. Thursday for the following week and their off days may not thereafter be rescheduled to avoid payment of overtime. However, in the event of shutdowns, either partial or total, the Company reserves the right to call in, or reschedule Day Workers as provided in Paragraph (b) below, in order to accomplish the work that must be done.

(d) To the fullest extent practicable, Day Workers will be scheduled Monday through Friday.

(5) (a) Changes in Tour Worker schedules which are known to Management will be posted by 2:00 P.M. Thursday. When Tour Workers starting times are changed after the notice is posted at 2:00 P.M. Thursday, the company will make an effort to contact, by telephone, off-day Employees and those on vacation who would otherwise not be able to get such information during a work shift prior to the change. In addition, Employees who have been absent because of leaves of absence or sickness will be informed of such schedule changes when reporting under Article II (A) (10).

ARTICLE II - HOURS OF WORK

(A) (5) - Cont'd.

- (b) *Tour Worker* schedules, as provided herein, in no way limit Management's right to call in Employees, or to reschedule them as provided in Paragraph (6) below.
- (6) The time for the start of an Employee's shift may be changed at any time by Management upon notification to the Employee either:
 - (a) Before the end of his regular shift or any extension thereof, or,
 - (b) Fifteen (15) hours prior to the start of the new shift.
 - (c) Should an Employee start work on his scheduled shift for the day and before the end of that shift an emergency occurs which requires a reschedule of his hours of work to a later period within the same twenty-four (24) hour period beginning with the start of his scheduled shift, he shall receive for the rescheduled period of work that day four (4) hours straight time pay plus no less than four (4) hours pay for working the rescheduled period.

When notice is given in accordance with either Paragraph (a) or (b) above, then call-in time will not apply. However, nothing in this Paragraph (6) is to be construed as a limitation on Management's right to call in Employees. (This paragraph does not exclude shutdowns.)

- (7) Any Day Worker required to work on his offday will not be required to lose such time later in the week to hold his time down to forty (40) hours.
- (8) When it is necessary to reschedule Day Workers on night shifts during shutdown periods, the work will be divided so that over an extended period of time the night work will be equitably distributed. Night and day work distribution will be reviewed with the affected Local Union quarterly.
- (9) (a) Each worker shall be in his place, ready to begin work, at his *designated starting time*.
- (b) If an Employee is unavoidably prevented from reporting to work, he shall notify his Foreman, or other duly designated person, at least eight (8) hours before his designated starting time unless his absence is occasioned by an emergency which prevents the giving of such notice. When such an emergency occurs notice *should be given as soon as is practical thereafter*.
- (10) After a worker has been absent from work (one day or less), at least two (2) hours' notice shall be given the Foreman

ARTICLE II - HOURS OF WORK

(A) (10) - Cont'd.

or other duly designated person before the beginning of his next shift on which he intends to resume duty. After a prolonged absence from work (more than one day) all workers, including Day Workers whose vacancies are filled by Tour Workers, shall give at least fifteen (15) hours' notice. Day Workers who are not replaced by Tour Workers shall give at least two (2) hours' notice. An Employee shall have no job rights hereunder until such notice has been given and the stated time has elapsed.

(11) 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 the responsibility of the position. If a Tour Worker does not report for his regular shift, his mate shall notify the Department Superintendent or Foreman. An earnest effort will be made by the Department Superintendent or Foreman to obtain a substitute. The Employee will remain at his post until relieved. However, when an Employee has compelling reasons for being relieved and has discussed them with his Foreman, he will be relieved. When an Employee is permitted to leave the job due to some urgent and compelling reason prior to a replacement being on the job, the situation will be considered an emergency and will be handled as such.

(B) (1) Tour Workers may, with the consent of the Tour Foreman over them, swap shifts or parts of shifts if they so desire within any one pay period. No Tour Worker shall be required to swap shifts or parts of shifts without his consent except in emergencies beyond the control of the Company. In cases of such authorized swaps, overtime for over eight (8) hours in one twenty-four (24) hour period shall not apply.

(2) Tour Workers may also swap off-days with the consent of the Tour Foreman over them provided that the Company shall not be expected to authorize swaps of off-days which will result in federal overtime penalties that would not have been incurred otherwise.

(3) If the Tour Foreman refuses a request for a swap as outlined in Paragraph (B) (1) and (2) immediately above, he must give reasons in writing for his refusal without unnecessary delay. If the Tour Worker is not satisfied that the reasons given are just and sufficient, he has the right of immediate appeal to the next higher step in supervision.

ARTICLE III - OVERTIME AND PREMIUM TIME

(A) (1) Time and one-half will be paid for all time in excess of eight (8) hours within a twenty-four (24) hour period beginning at the start of a designated shift except time paid as call-in time. When an Employee has been put on overtime as a result of working in excess of eight (8) hours in a twenty-four (24) hour period, he will remain on the overtime rate until he has been given an eight (8) hour rest period.

ARTICLE III - OVERTIME AND PREMIUM TIME

(A) - Cont'd.

- (2) A short duration of time [two (2) hours and forty (40) minutes or less] worked at any time during an Employee's twenty-four (24) hour period, other than as a continuation of his first eight (8) hour shift, will be considered as call-in time and paid as such. However, if an Employee is called-back without having had an eight (8) hour rest period he will be paid in accordance with (A) (1) above or the call time provision whichever will net him the most.
 - (3) The overtime penalty, because of hours in excess of eight (8) in a twenty-four (24) hour period, shall not apply when occasioned by the shuffling of Employees, according to seniority rights, as a result of a partial shutdown and/or curtailed operations.
- (B) No Employee shall be required to work over sixteen (16) consecutive hours except in cases of emergency. Emergency as used herein is as defined in Article I - Definitions, Paragraph (A).
- (C) Any Employee required to work in excess of sixteen (16) hours in a twenty-four (24) hour period, beginning with the starting time of a designated shift, shall be paid at the overtime rate for all hours worked, beginning with the first hour, until he has had a rest period of eight (8) consecutive hours. For the purpose of determining an excess of sixteen (16) hours under this provision, mealtime shall be included, but the mealtime taken in the first eight (8) hours of an assigned shift shall not be considered as time worked and the Employees will not be paid for this first meal period.
- (D) When an Employee has worked long hours which under the terms of this Agreement would result in the payment of premium time for his regular shift the following day, he will not be rescheduled for the purpose of avoiding the payment of premium time. He may be temporarily rescheduled, however, to permit a rest period of several hours (less than eight (8) hours) under which *circumstances he would work the rescheduled shift at the premium rate.* When an Employee has been so rescheduled, he may be returned to his regular shift the following day without penalty to the Company for having worked more than eight (8) hours in a twenty-four (24) hour period, provided he has been given an intervening rest period of eight (8) hours.
- (E) All overtime shall be classed as emergency work and not subject to loss of time to keep within the established work week regulation.
- (F) When a Day Worker temporarily employed as a Tour Worker or a Tour Worker temporarily employed as a Day Worker is returned to his regular shift, he shall be paid at the overtime rate of time and one-half for all hours worked in excess of eight (8) hours in a twenty-four (24) hour period, unless he has been given at least eight (8) hours off.

ARTICLE III - OVERTIME AND PREMIUM TIME

Cont'd.

- (G) Time and one-half will be paid for all time in excess of forty (40) hours in any one week.
- (H) The first eight (8) hours worked in the twenty-four (24) hour period under conditions specified in Paragraph (C) above shall be included in hours worked under Paragraph (G) above. With this one (1) exception, overtime hours worked under paragraph (A) through (F) above shall be excluded in determining overtime hours worked under Paragraph (G) above.
- (I) (1) A shift differential of twenty-five (25) cents per hour on the 3 p.m. to 11 p.m. shift and forty (40) cents per hour on the 11 p.m. to 7 a.m. shift will be paid to Employees
- (a) who are working during these shifts on jobs on a rotating basis, or
 - (b) who are working on jobs whose scheduled hours fall completely between the hours of 3 p.m. and 7 a.m., or
 - (c) for all hours worked between 3 p.m. and 7 a.m. when working a shift which starts three (3) or more hours before or after 7 a.m.
- (2) Any Day Worker required to work beyond the normal eight (8) hour day shift will receive the shift differential for all hours worked beyond such day shift, provided such work is in excess of two (2) hours.
- (3) Shift differentials shall not be applicable in the calculation of payments to Day Workers for call-in time or wire time.
- (J) (1) The Company will strive to distribute all overtime of Day Workers, except that in connection with wire and/or clothing time and call-in time, between employees within a classification or crew, within 35 to 45 hours. If upon the occasion of a quarterly review a greater separation is found to exist, steps will be taken on future occurrences of overtime toward bringing the distribution within the above-stated guideline.

ARTICLE III - OVERTIME AND PREMIUM TIME

(j) - Cont'd.

- (2) Where Employees are regularly assigned to a crew or an identifiable work area, the distribution of overtime will be on a crew basis unless some other mutually satisfactory agreement is worked out.
- (3) It is understood that no penalty payment results when the lowest Employee on overtime is not assigned to a given instance of overtime. Employees will not necessarily be pulled off of a job already in progress for the sole purpose of assigning other Employees lower on overtime.
- (4) The overtime worked by Employees while they are on loan to another mill will not be credited as overtime at their home mill. Instead the Company will endeavor, within a given mill, to rotate Employees who are qualified to do the work to be performed at a borrowing mill(s) so that this work will also be distributed as equally as is practicable.
- (5) An accumulative overtime distribution list (by crew or classification as per local agreement) will be posted monthly and quarterly. Supervision and the Union involved will meet for a review at the end of each quarter. The records will be retained and used as a continuing guide in making future assignments of overtime during the following quarters.
- (6) The Company will endeavor to distribute, as equally as practicable, call-ins among those Employees of a classification or crew who have indicated their desire for calls, have telephones, live within distances that allow them to reach the mill with a minimum of delay, and are qualified to do the work to be performed in each instance of call-in. Distribution of call-ins will be by number of call-ins.

ARTICLE IV - TEMPORARY PROMOTIONS - PAY RULES

- (A) Employees who are temporarily advanced to higher position shall, if employed in that position for fifty (50) per cent or over of the designated shift period, be paid the rate of wages established for that position for the entire shift.
- (B) (1) After an Employee is temporarily set up for thirty (30) consecutive days, he shall then be permanently assigned and his seniority will be back dated to the first day worked on such setup.
- (2) When under this provision the senior qualified Employee is not promoted because of a shift promotion arrangement pursuant to the note in Paragraph (C) (8) (b) of Section VI, Seniority, the setup time accumulated by the junior Employee will not apply as seniority for filling the permanent vacancy.
- (3) Employees who are working on a temporary rate will be compensated for overtime, callouts, and holidays on the same basis as if the temporary rate were permanent.

ARTICLE V - REPORTING TIME

- (A) (1) Employees reporting for work on their regular shifts shall be entitled to no less than three (3) hours' pay except in cases of storms, floods, accidents, power breakdowns, and other causes beyond the control of the Company (however, such exceptions will apply only to the first reporting instance during any one continuous period of downtime), unless notified by messenger or telephone at least three (3) hours prior to the beginning of their regular shift or by notice posted at the established Employee entrances to the mill at least eighteen (18) hours before the start of such shifts. The Company will make an effort to contact, by messenger or telephone, those Employees whose schedules do not provide them with an opportunity to see the posted notice prior to the effective date of the schedule change reflected in the notice. If the Employee is put to work, he will be paid not less than four (4) hours.
- (2) Reporting time will apply to Employees called for any planned, anticipated, or pre-determined work, such as shutdowns, startups, repairs and installations.

ARTICLE VI - CALL-IN TIME

- (A) Any Tour Worker or Day Worker called on duty at a time other than his designated starting time to do emergency work will be paid at the regular rate for the actual time worked during this period of call, but in no event shall less than four (4) hours' straight time be paid for any one call. The work of the Employee called in under this provision will be confined to the emergency for which he was called unless another emergency develops.
- (B) Day Workers will be considered covered by the call-in provision if they are called back to work after their designated shift period ends.
- (C) To comply with provisions of our established work week, no hours for which call-in time is payable will be used in determining when an Employee's hours have reached this limit.
- (D) If the hours worked during such a call, in addition to the hours worked by him during the balance of his work day, exceed eight (8) hours in aggregate total for the work day, he shall be paid according to either the call-in time regulation or the overtime regulation, whichever will net him the most compensation.

ARTICLE VII - WIRE AND CLOTHING TIME

- (A) (1) An employee actually engaged at a time other than the period of his regular shift in putting on paper machine wires and/or paper machine clothing and/or who works on the paper machine proper between the

ARTICLE VII - WIRE AND CLOTHING TIME

(A) (1) - Cont'd.

fan pump and the winder inclusive during wire and/or clothing changes shall receive no less than six (6) hours' pay at his straight time rate or the overtime rate for the hours worked, whichever is greater. Employees so affected shall do any other work required during the wire and/or clothing changes or incidental to the start up of the machine following the wire and/or clothing changes.

- (2) When an Employee is called in under (A) (1) above after having worked sixteen (16) consecutive hours, but before having a rest period of eight (8) hours, he will be paid in accordance with (A) (1) above or Article III (A) (2), whichever will net him the most compensation.
- (B) An Employee engaged in both wire and clothing changes during the same work period will be paid on the basis of the wire time provision.
- (C) The six (6) hours minimum for wire and/or clothing changes will not apply during a scheduled repair shutdown provided notice is posted at least sixteen (16) hours prior to the shutdown.
- (D) An Employee will not be eligible to receive both call time and wire and/or clothing time for the time worked on wire and clothing changes.

ARTICLE VIII - MEALS AND MEALTIME

- (A) (1) When a Day Worker is required to work overtime at the end of his assigned shift, he will be allowed time off to obtain his meal without loss of pay after two (2) hours of such extended shift and at approximately five (5) hour intervals thereafter until the end of the extended shift, provided his tour of duty is to extend beyond such an interval and further provided that such mealtime will be limited to thirty (30) to forty (40) minutes.
- (2) When an Employee is required to work overtime at the end of an assigned shift of twelve (12) hours, he will not be expected to work two (2) additional hours before being given a mealtime without loss of pay before starting the extended tour and at approximately five (5) hour intervals thereafter until the end of the extended shift, provided his tour of duty is to extend beyond such intervals and further provided that such mealtime will be limited to thirty (30) to forty (40) minutes.
- (B) Tour Workers held over (including a hold-over for a wire and/or clothing change) will be allowed time off for meals within forty-five (45) minutes of the following designated mealtimes - 7 a.m., 12 Noon, 6 p.m., and 12 Midnight. This provision does not apply to Tour Workers who have been permitted to swap shifts at their own request.
- (C) (1) Employees (other than those specified in (C) (2) below) working on a call-in lasting more than five (5) hours will be allowed a mealtime after five (5) hours of such call-in provided the work which occasioned the call-in is to extend beyond five (5) hours.

ARTICLE VIII - MEALS AND MEALTIME

(C) - Cont'd.

- {2} Tour Workers called in to work a full shift in advance of their regular shift, who then work their regular shift will be allowed time off for meals within forty-five (45) minutes of the following designated mealtimes - 7 a.m., 12 Noon, 6 p.m., and 12 Midnight - which occur after the start of the Employee's first full shift.
- (D) If, at such a mealtime interval as set forth in Paragraphs (A), (B), and (C) above, it appears to the Supervisor that the work which occasioned the overtime can be completed in a relatively short time (less than an hour) and in the interest of time he elects to complete the job without allowing the mealtime, the Employee so involved will be given an extra half hour of time at *the overtime rate in lieu of mealtime.*
- (E) If impractical for an Employee entitled to a mealtime to be allowed to leave his job for a meal, the Foreman in charge will arrange for someone to go for his meal.
- (F) An Employee required to work any part of his scheduled lunch period shall receive pay for the entire lunch period unless at his request he is given a full length lunch period later in the shift.
- (G) When a Day Worker has been scheduled to work on a twelve (12) hour shift 7 p.m. to 7 a.m., the lunch period not to exceed thirty (30) to forty (40) minutes will be considered as time worked.

ARTICLE IX - VACATION WITH PAY TO HOURLY PAID EMPLOYEES

- (A) All hourly paid Employees who meet with the following requirements will be granted a vacation with vacation pay each twelve (12) months.
- (B) Eligibility
- (1) To be eligible for a paid vacation of one (1) week, an Employee shall have:
- (a) Completed one (1) year of continuous employment in the Company's service.

ARTICLE IX - VACATIONS WITH PAY TO HOURLY PAID EMPLOYEES

(B) (1) - Cont'd.

- (b) Completed at least 1040 hours of work in the previous year unless prevented from doing so by injury and/or sickness.
- (2) To be eligible for a paid vacation of two (2) weeks, an Employee shall have:
- (a) Completed three (3) years of continuous employment in the Company's service.
 - (b) Completed at least 1040 hours of work in the previous year unless prevented from doing so by injury and/or sickness.
- (3) To be eligible for a paid vacation of three (3) weeks, an Employee shall have:
- (a) Completed eight (8) years of continuous employment in the Company's service.
 - (b) Completed at least 1040 hours of work in the previous year unless prevented from doing so by injury and/or sickness.
- (4) To be eligible for a paid vacation of four (4) weeks, an Employee shall have:
- (a) Completed twelve (12) years of continuous employment in the Company's service.
 - (b) Completed at least 1040 hours of work in the previous year unless prevented from doing so by injury and/or sickness.
- (5) To be eligible for a paid vacation of five (5) weeks, an Employee shall have:
- (a) Completed eighteen (18) years of continuous employment in the Company's service.
 - (b) Completed at least 1040 hours of work in the previous year unless prevented from doing so by injury and/or sickness.
- (6) To be eligible for a paid vacation of six (6) weeks, an Employee shall have:
- (a) Completed thirty (30) years of continuous employment in the Company's service.
 - (b) Completed at least 1040 hours of work in the previous year unless prevented from doing so by injury and/or sickness.

(C) Continuous Employment

- (1) Continuous employment is broken by voluntary resignation, discharge for cause, or any other voluntary separation.

ARTICLE IX - VACATIONS WITH PAY TO HOURLY PAID EMPLOYEES

(C) - Cont'd.

- (2) Periods of disability because of sickness or accident, temporary layoffs because of curtailment of operation, or military service, and other causes of separation beyond the control of the Employee shall not break continuous employment excepted as noted under Section VI, Seniority, of the Labor Agreement.
- (3) Transfer from one mill to another within the former Multiple Mill Group shall not break continuous employment.

(D) Vacation Pay

- (1) The amount of vacation pay for the vacation period for each one-year Employee shall be two (2) per cent of such Employee's total earnings during the previous year.
- (2) The amount of vacation pay for the vacation period for each three-year Employee shall be four (4) per cent of such Employee's total earnings during the previous year.
- (3) The amount of vacation pay for the vacation period for each eight-year Employee shall be six (6) per cent of such Employee's total earnings during the previous year.
- (4) The amount of vacation pay for the vacation period for each twelve-year Employee shall be eight (8) per cent of such Employee's total earnings during the previous year.
- (5) The amount of vacation pay for the vacation period for each eighteen-year Employee shall be ten (10) per cent of such Employee's total earnings during the previous year.
- (6) The amount of vacation pay for the vacation period for each thirty-year Employee shall be twelve (12) per cent of such Employee's total earnings during the previous year.
- (7) If desired, an Employee may draw his vacation pay at the beginning of his vacation period.
- (8) Should an Employee leave the employ of the Company for any cause, if eligible for a vacation, the Employee shall receive his vacation pay at the time of leaving the employment of the Company.
- (9) An Employee who has completed one (1) year or more of continuous employment in the Company's service as of his last anniversary date of such continuous employment, but has failed to work 1040 hours during the previous year, will be paid vacation pay based on his earnings during such year but he will not be scheduled time off. Based upon the Employee's years of continuous employment in the Company's service, pay will be at 2%, 4%, 6%, 8%, 10%, 12% of such Employee's total earnings during the previous year.

ARTICLE IX - VACATIONS WITH PAY TO HOURLY PAID EMPLOYEES

(D) - Cont'd.

(10) An Employee who has completed three (3) years or more of continuous employment in the Company's service on the last previous anniversary date of such continuous employment, shall, upon termination of employment, receive in addition to vacation pay as provided in Paragraph (8) above, vacation pay for time worked between the last previous anniversary date of his employment and the date of his termination. The amount of such additional vacation pay shall be the per cent appropriate to the Employee's years of service, as outlined in Paragraphs (2), (3), (4), (5), and (6) immediately above, of his earnings between the last previous anniversary date of his continuous employment and the date of his termination.

(E) Vacation Period

- (1) The vacation period shall consist of seven (7) days for one-year Employees, fourteen (14) days for three-year Employees, twenty-one (21) days for eight year Employees, twenty-eight (28) days for twelve-year Employees, thirty-five (35) days for eighteen-year Employees, and forty-two (42) days for thirty-year Employees.
- (2) Earned vacations of more than one week may be split if so arranged in advance with the Management, provided that each portion of a split vacation be a multiple of seven (7) days.
- (3) The vacation period due in any one year must be taken during that year unless the Company finds it necessary to exercise its optional right as set out in Paragraph (E) (4) immediately below. Vacation periods are not accumulative and not transferable except under conditions set forth in Paragraph (9) below.
- (4) The Company reserves the right at its option to give vacation pay in lieu of an actual vacation period in the event circumstances make it impractical to plan scheduled vacation periods. Such vacation pay in lieu of vacation shall be at the rate of three (3) per cent of such Employee's total earnings during the previous year for one-year Employees, six (6) per cent of such Employee's total earnings during the previous year for three-year Employees, twelve (12) per cent of such Employee's total earnings during the previous year for twelve-year Employees, fifteen (15) per cent of such Employee's total earnings during the previous year for fifteen-year Employees, and eighteen (18) per cent of such Employee's total earnings during the previous year for thirty year Employees.

ARTICLE IX - VACATIONS WITH PAY TO HOURLY PAID EMPLOYEES

(E) - Cont'd.

- (5) (a) An Employee who fails to complete 1040 hours in the previous year because of injury and/or sickness may waive the vacation period to which his years of service would otherwise entitle him without waiving his right to vacation pay at the rate applicable to his years of service. The applicable rate of pay in such a case shall be two (2) per cent, four (4) per cent, six (6) per cent, eight (8) per cent, ten (10) per cent, and twelve (12) per cent of the previous year's earnings for one-year, three-year, eight-year, twelve-year, eighteen-year, and thirty-year Employees respectively.
- (b) Regularly scheduled hours of work lost as a direct result of an on-the-job injury covered by Workmen's Compensation shall be considered as time worked for computing vacation pay within the vacation year in which the injury occurred, and the following vacation year. The calculation shall be based on the Employee's regularly scheduled hours he would have worked at the rate of his regular job at the time of the injury.
- (6) (a) The Company reserves the right to schedule the vacation period for each Employee as well as to generally administer the vacation plan in accordance with the above provisions. Management will consult with Local Unions in an effort to arrange satisfactory vacation schedules.
- (b) In lines of progression where vacation relief is handled on a shift basis an Employee may begin his scheduled vacation, insofar as the official starting time is concerned, on any day of the week. In lines of progression where vacation relief is not handled on a shift basis the official starting time of vacation will be the beginning of a calendar week (Sunday). This procedure in no way precludes an Employee from having absences due to illnesses as set forth in Paragraph (E) (8) below, charged off in units of full weeks against his earned vacation for which he will receive vacation pay. Also exceptions to the above procedure may be made by mutual agreement between the Management and an Employee when an Employee elects to take his vacation during a shutdown.
- (7) Whenever practicable the Management will give an Employee at least two (2) weeks' notice in advance of his vacation.
- (8) When an Employee has been absent for a full week or more due to his own illness or accident; or illness, accident, or death in his immediate family, such time may, at his request, be charged off in units of full weeks against his earned vacation for which he will receive vacation pay. Immediate family, as used herein, is limited to the Employee's spouse, mother, mother-in-law, father, father-in-law, brothers, brothers-in-law, sisters, sisters-in-law, sons and daughters.

ARTICLE IX - VACATIONS WITH PAY TO HOURLY PAID EMPLOYEES

(3) - Cont'd.

- (9) An Employee who has committed to retire at age 55 or later will on written request be permitted to waive vacation earned and due to be taken in the last full year of his employment prior to retirement and receive vacation pay in lieu thereof. Such Employee will also, at his request, be permitted to defer until the date of his retirement any vacation and vacation pay earned during the last full year of his employment prior to retirement.

Should an Employee commit to retire at age 55 or before age 65 and later changes his mind after having waived part or all of his earned vacation in accordance with the above, the such vacation waived will remain waived until the Employee does retire. However, the Employee will not be permitted to waive any additional vacation prior to his actual retirement date.

ARTICLE X - HOLIDAYS

- (A) Permanent employees who have completed their probationary period as of September 1 of any year shall be entitled to thirteen (13) personal holidays during that contract year. Ten of these holidays are to be scheduled and observed in the same manner as two (2) additional weeks of vacation. The remaining three (3) days may be scheduled one or more days at a time. Five holidays shall represent one week for this purpose. Permanent employees who completed their probationary period after September 1 shall be entitled to one (1) holiday for each full four (4) weeks between their employment date and the following September 1. These are to be scheduled consistent with the procedure for full year employees above, that is, for each five (5) days of holiday eligibility the employee will schedule as a week of vacation. Holiday eligibility of less than five (5) days may be scheduled as personal holidays.
- (B) (1) Each permanent employee shall be entitled to receive holiday pay at the rate of eight (8) times his regular hourly base rate for each of the above listed holidays.
- (2) The ten (10) employee personal holidays will be taken as weeks of holidays during the contract year and will be administered in the same manner as vacation. The holiday will be scheduled at the same time and on the same basis as vacations. An employee, at his option, may elect to work and receive a holiday allowance, which is not counted as hours worked for purposes of computing weekly overtime, for this week(s) of holidays provided work is available. It is understood that there is no holiday premium paid for working on these personal holidays.

ARTICLE X - HOLIDAYS

(B) - Cont'd.

- (3) *The employee personal floating holidays may be observed on any day of the contract year provided the employee obtains approval from his supervisor by 2:00 p.m. Wednesday of the preceding week. Such requests will be considered on a first-come, first-served basis. Requests may not be granted, if to do so will result in overtime or failure to accomplish needed work. An employee, at his option, may elect to work and receive a holiday allowance, which is not counted as hours worked for purposes of computing weekly overtime provided work is available. It is understood that there is no holiday premium paid for using this personal floating holiday.*
- (4) *An employee may, at his option, choose to observe five (5) of the personal holidays described in Paragraph (A) above as a week of vacation, and observe the remaining eight (8) of the personal holidays in units of two holidays at a time subject to the following:*
 - (a) *The Employee will state his preference to observe these holidays in units of two days rather than observe a week of holidays when he schedules his vacation.*
 - (b) *Arrangements for the days off must be made through the Employee's Supervisor by 2:00 p.m. on Wednesday of the preceding week. Such requests will be considered on a first-come, first-served basis.*
 - (c) *The personal holidays must be scheduled and taken between September 1 and August 31 of each contract year.*
 - (d) *For personal holidays not taken during the period set forth, the Employee will be paid holiday pay for such holiday not taken. The holiday pay in these instances shall be eight (8) times the Employee's permanent rate on August 31.*
 - (e) *Employees, at their request, may count any personal holidays for which they are eligible against periods of layoff for lack of work and receive holiday pay.*

ARTICLE XI - LEAVES OF ABSENCE

(A) General

If a leave of absence for any period of two (2) weeks or over is granted to any eligible Employee, the leave will be put in writing, signed by the proper Company official, and a copy thereof sent to the Secretary of the Union Local to which the Employee belongs or is eligible to belong. Military service is, of course, excepted.

(B) Union leave

- (1) A leave of absence will be granted to not more than one Employee from any one International Union at the same time upon written request to the Mill Manager by the International Union at least one (1) week prior to the date the requested leave is to become effective. Such leaves of absences will be limited to six (6) months but may be extended a maximum of another six (6) months by mutual agreement.
- (2) Employees who are covered by this Agreement and who accept a permanent job with any one of the International Unions signatory to this Agreement shall, at their request, once during their tenure of employment with the Company be given a leave of absence not to exceed one (1) year. Employees desiring leaves under this paragraph shall notify the Mill Manager in writing at least one (1) week in advance of the date on which such leave is to become effective. No more than one Employee from the same International Union shall be on leave at the same time. The one (1) year time limit may be extended (not to exceed one additional year) by mutual agreement of the Company and the Union involved and such agreement will be binding on all parties.
- (3) Employees covered by this Agreement who are elected or appointed to a full time position with a State Labor Organization will be granted a leave of absence for one term of office not to exceed three (3) years' duration. Employees desiring such leave shall make a request in writing to the Mill Manager at least one (1) week in advance of the date on which the requested leave is to become effective. No more than one Employee from the same International Union shall be on such leave at the same time.

ARTICLE XI - LEAVES OF ABSENCE

(B) - Cont'd.

- (4) Employees covered by this Agreement who are elected to a full time position with a Local Union will be granted a leave of absence for the term of office and for future terms, if re-elected and a leave extension is requested as provided below. At the end of two years the Employee's seniority will be "frozen" and will remain so until and unless he returns to work. Request for such leave and/or extension(s) must be made in writing from the appropriate International Union to the Mill Manager at least one (1) week in advance of the date on which the requested leave is to become effective. No more than one (1) Employee from the same International Union shall be on such leave at the same time.
- (5) With respect to Paragraphs (B) (1), (2), (3), and (4) above, the following shall apply:
 - (a) Seniority shall continue to accrue during the period of such leave of absence, except as specified in Paragraph (B) (4) above.
 - (b) Employees on leave of absence who desire to return to the employ of the Company shall notify their Mill Manager of such intent at least two (2) weeks prior to the end of their leave period. When this is done they will be re-employed according to their seniority and at the wage rate then effective in the mill at the time of their return.
 - (c) Employees who fail to give notice of their desire to return to the Company, as provided above, and who fail to return to work at the end of such leave period when notified by the Company to do so will be terminated.

(C) Leave to Serve in Public Office

- (1) Employees who are duly elected to part-time political offices, such as *State Representative, State Senator, etc.*, will be granted leaves of absence to serve in such capacity upon proper application in writing to the Mill Manager.
- (2) An Employee duly elected to full-time public office or an Employee appointed to fill an unexpired term of such office will be granted leave of absence to serve in such capacity upon proper application in writing to the Mill Manager. Such leave will be limited to one (1) partial term and/or one (1) full term of office.

(D) Jury Duty Leave

- (1) When a regular Employee is required to perform jury duty, the Company will reimburse him for losses in regular wages which occur as a result of serving on the jury. Such reimbursement will be the difference between the pay received for jury duty and his regular

ARTICLE XI - LEAVES OF ABSENCE

(D) (1) - Cont'd.

straight time rate of pay for regularly scheduled hours of work. Regular straight time rate of pay means the straight time rate at which the Employee would have worked had he not been on jury duty.

- (2) An Employee scheduled to work the 11 P.M. to 7 A.M. shift immediately prior to serving the first day of jury duty will not be expected to work that scheduled shift and will be paid for that shift at his scheduled straight time rate.
- (3) Hours paid for jury duty will not be counted as hours worked for the purpose of computing overtime.

(E) Funeral Leave

When death occurs to a member of an Employee's immediate family, the Employee will be granted an appropriate leave of absence, and he shall be compensated at his regular straight time rate of pay for his scheduled hours of work for three (3) consecutive days one of which must be the day of the funeral, subject to the following limitations:

- (1) Members of an Employee's immediate family are limited to the Employee's spouse, mother, mother-in-law, father, father-in-law, brothers, sisters, sons, daughters, grandmother, grandfather, grandchildren, brothers-in-law and sisters-in-law. Proof of relationship may be required.
- (2) No compensation will be granted where the Employee does not attend the funeral of the deceased.
- (3) Compensation during funeral leave will not be counted as hours worked for the purpose of computing overtime.
- (4) Regular straight time rate of pay means the straight time rate at which the Employee would have worked had he not been on funeral leave.

ARTICLE XII - PROMOTION BOARDS

Hourly paid Employees will not be required to serve on Promotion Boards.

ARTICLE XIII - DISCIPLINE OF MILL EMPLOYEES AND RECORD OF SAME

- (A) There shall be three (3) separate penalties applied when it is necessary to inflict discipline on any of the Employees of the Company, namely:
 - (1) A reprimand approved by the Mill Manager to be applied in the case of minor offenses. If, after being informed of the written reprimand and the reasons therefor, the Employee desires to discuss the matter with the Mill

ARTICLE XIII - DISCIPLINE OF MILL EMPLOYEES AND RECORD OF SAME

(A) (1) - Cont'd.

Manager, an appointment will be made with the Mill Manager or his designated representative as soon as possible to do so and processing of the reprimand will be delayed until after such meeting. If the Employee desires he may have two (2) Union Representatives present.

- (2) Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the Employee concerned, to be applied in cases of a first serious offense or continued or repeated minor ones, when in the judgment of the Mill Manager proper conduct and discipline on the part of such Employee can be secured without resorting to the penalty of dismissal. In these cases the Employee will be notified of the decision, and if requested by the Employee within eight (8) hours of the notification, the Mill Manager or his designated representative will meet with the Employee within twenty-four (24) hours of such request. If the Employee desires, he may have two (2) Union Representatives present.
- (3) Extreme penalty of dismissal from service to be applied in all cases of flagrant or willful violations of the rules of the Company, or for *continued unbecoming conduct which reflects adversely on his Co-workers* or upon the Company, where a thorough investigation proves the Employee concerned to be guilty and the Mill Manager is convinced dismissal is the only method by which discipline can be maintained. The extreme penalty shall also be applied in the case of an Employee who persists in continued and repeated minor violations of the Company's rules as shown by the discipline record of such Employee. In these cases the Employee will be notified of the decision, and if requested by the Employee within eight (8) hours of the notification, the Mill Manager or his designated representative will meet with the Employee within twenty-four (24) hours of such request. If the Employee desires, he may have two (2) Union Representatives present.

(B) Application of Discipline

- (1) Each Department Superintendent and Foreman shall have authority to temporarily remove from service any Employee under their supervision who violates the rules of the Company or for *continued unbecoming conduct which reflects adversely on his Co-workers* or upon the Company while such Workman is on duty or on the Company's premises.
- (2) (a) Whenever a Department Superintendent or Foreman exercises such authority, he shall furnish the Mill Manager a report stating his reasons, including such *recommendations as he considers the circumstances warrant*. Prior to making recommendations to the Mill Manager, the Department Superintendent will, if requested by the Employee within eight (8) hours of the incident, meet with the Employee within twenty-four (24) hours following the Employee's removal from the job. If the Employee desires, he may have two (2) Union Representatives present.

ARTICLE XIII - DISCIPLINE OF MILL EMPLOYEES

(B) {2} - Cont'd.

- (b) It is agreed that during the term of this Agreement that, on a trial basis the following procedure will be applied with regard to the appeal meeting with the Mill Manager under Article XIII.

If it is expected that the Employee will be suspended or discharged, the Employee will be notified of this fact. If requested by the Employee within eight (8) hours of the notification, the Mill Manager will meet with the Employee within twenty-four (24) hours of such request in order that the Employee may present his position relative to the cause of possible suspension or discharge prior to final decision being made. If the Employee desires, he may have two (2) Union Representatives present in this meeting.

If the Employee does request this meeting prior to the final decision as to whether or not the Employee will be suspended or discharged, then it is understood and agreed that if the final decision after the appeal meeting is to suspend or discharge the employee, there will not be a second appeal meeting with the Mill Manager under any of the provisions of Article XIII. The Employee will retain the right to process the final decision through the grievance procedure in accordance with the procedures set forth therein.

The meeting will be with the Mill Manager, or, in his absence from the Mill, with the person designated to act as Mill Manager during his absence.

This procedure does not prevent the Department Superintendent or Foreman from temporarily removing from service any Employee under the provisions of Article XIII (B) {1}.

- {3} Following the action taken under (B) {1} when such Employee is to be suspended without pay or discharged, the Employee's Union Steward or one of the Local Union Officials will be advised that the company is ready to inform the Employee of the penalty. The Union Steward or one of the Local Union Officials will be present when the Employee is being informed of the penalty unless the Employee requests that the Union Steward or Local Union Official not be present.
- {4} The suspended Employee has full right to appeal to the Mill Manager. In case the Employee does appeal to the Mill Manager an appointment will be made as soon as possible to do so, and if the Employee desires he may have a Representative(s) of the signatory Union(s) present in order that the cause of his suspension may be investigated and properly disposed of so far as the discipline to be administered is concerned.

ARTICLE XIII - DISCIPLINE OF MILL EMPLOYEES

Cont'd.

- (C) The Mill Manager shall decide on the discipline to be inflicted after he has made a full investigation of all the circumstances connected with each case.
- (D) (1) When a statement against an Employee is to be entered into the disciplinary record of the Employee, the Company will furnish the Employee and the Union with a copy of same, and require the Employee to sign that he received same. (A statement shall be incorporated on this slip that the Employee signing the slip is acknowledging receipt of the statement and not necessarily agreeing to the contents of the slip.)
- (2) Disciplinary warnings of more than one year's standing will not be used against an Employee in consideration for promotion.
- (3) When an Employee has received no disciplinary action for a period of one year, prior disciplinary warnings for minor offenses will not be used against him. However, reprimands and warnings which have been given through leniency in lieu of suspension or discharge for serious offenses justifying suspension or discharge, as set forth in Paragraph (A) (2) and (3) above and in Article XIV, Causes for Discharge, will be considered in determining the disciplinary penalty to be applied in cases of subsequent serious offenses.
- (E) Complaints arising out of the application of Article XIII may be initiated in writing at the Mill Manager's level of the grievance procedure in accordance with the applicable time provisions of Sections VII.

ARTICLE XIV - CAUSES FOR DISCHARGE

- (A) Any willful and/or wanton and/or repeated violation of these rules shall constitute just cause for discharge.
- (1) Reporting for duty or being on duty under the influence of liquor.
- (2) Smoking under the Company's premises in violation of insurance regulations.
- (3) Destruction or removal of the Company's property.
- (4) Refusal to comply with the Company's rules, including safety rules.
- (5) Giving or taking of a bribe of any nature as an inducement to obtaining work or retaining a position.
- (6) Gross disrespect.
- (7) Neglect of duty.
- (8) Disorderly conduct.
- (9) Dishonesty.

ARTICLE XIV - CAUSES FOR DISCHARGE

(A) - Cont'd.

(10) Deliberate sleeping on duty.

(11) Sabotage.

(12) Protracted absence from work without permission or proper explanation.

(13) Failure to maintain reasonable performance standards.

(14) Making loans to fellow Employees for profit.

(15) Garnishments.

(B) Any Employee discharged shall be furnished immediately upon request, in writing, full and complete reason for said discharge.

ARTICLE XV - FIRE SERVICE

In case of fire, all Employees must assist in preventing destruction of the Company's property. Fire apparatus must not be removed from its place or used except in case of fire, or by order of the Mill Manager or Superintendent, it being understood that when torches are in use it is permissible to place fire extinguishers and other equipment convenient thereto until after completion of the job when such equipment must be returned to its proper location.

ARTICLE XVI - SEVERANCE PAY

(A) Employees with one year or more of service will be eligible for severance pay when laid off by Company action because there is no work available to which their seniority entitles them, and on which the Employees are qualified to perform.

(B) A laid off Employee entitled to severance pay will be paid two (2%) percent of his total earnings for the last full period of unbroken employment. One-half of the severance pay due will be paid after the Employee has been laid off six weeks. The second half of the severance pay due will be paid after the Employee has been laid off three months.

(C) An Employee's recall rights will not be affected in any manner because of the payment of severance pay. However, if recall occurs before the time when a severance payment is due no such payment will be made. Or, if an Employee is offered recall, according to the applicable recall provision in his case, and it is refused, all recall and severance pay rights are automatically cancelled.

(D) If an Employee is recalled after having received ALL of the severance pay due him, he will begin again, as of the date of return, accumulating a new period of time which will be credited toward any future layoff.

(E) If an Employee is recalled after having received one-half of the severance pay due him, he will upon return to work retain the right to the unpaid portion if laid off a second time. We will begin accumulating again a new period of time which will, in addition, be credited toward any future layoff.

ARTICLE XVI - SEVERANCE PAY

(Cont'd.)

- (F) An Employee with three or more years of service who is permanently laid off because there is no work available to which his seniority entitles him, and on which he is qualified to perform, as a direct result of a permanent closure or permanent partial closure of a mill will be eligible to receive a special severance payment of one (1%) percent of his total earnings for the last full period of unbroken employment provided the Employee:
- (1) continued to work in the mill as long as work was available to him, and/or
 - (2) has not accepted employment with the Company at another location at the time this special severance payment is due, and/or
 - (3) in the event of a permanent partial closure was not eligible for an unreduced benefit under the Retirement Plan, at the time of termination or layoff, and/or
 - (4) in the event of a permanent partial closure had exhausted recall rights under the terms of the Labor Agreement or had been on continuous permanent partial closure for a period of six (6) months or longer.

This special severance payment will be made to eligible Employees within sixty (60) days following last day of work in the event of a permanent total plant closure. This special severance payment will be paid to eligible Employees six (6) months following last day of work in the event of a permanent partial closure of a mill.

ARTICLE XVII - MISCELLANEOUS

- (A) (1) During normal operating conditions the Company will keep, in each Operating Department and in the Maintenance Department, a crew sufficient to do the work required in each department. When the workload makes additional help necessary, immediate steps will be taken to secure such additional help from the classification where the workload exists. If, before the end of a scheduled shift, a vacancy occurs in a rated operating job, immediate steps will be made to fill such on-shift vacancies if the job continues in operation.
- (2) It is understood and agreed that if Management wishes to reduce the amount of work in any operating department or in any class of maintenance work, crews will be reduced accordingly without placing a greater amount of work on those remaining in such departments or classes of maintenance work than they can be reasonably expected to perform. When it is known that a permanent reduction is to be made under this provision the matter will be discussed with the local Union involved.
- (3) (a) When it becomes necessary for the Company, as the result of changes to eliminate jobs or combine jobs, the Company will advise and discuss the matter with the International Union(s) involved. After notification the Company and Union(s) will meet promptly, but in no event later than two (2) weeks after such notification. The Unions' recommendations will be considered.

ARTICLE XVII - MISCELLANEOUS

(A) (3) - Cont'd.

- (b) It is specifically understood and agreed (except for startup of new equipment or systems when larger than normal Crews may initially be needed) that Management may not take work of one classification and spread it among other classifications, for the purpose of permanently reducing the number of Employees, unless it does so by substantially changing the duties of existing job(s). Any changes made will not, under normal conditions, place a greater amount of work on those remaining in the Crew than an affected Employee can be expected to perform safely on a continuing day-after-day basis.
- (c) Substantial changes as used herein must be real and justifiable. Such changes may be the result of one important change, or a number of small changes in one or more of the following: work methods and procedures, design, systems, machinery, equipment, sequence of operations, reduction of task to be performed, relocation of work materials or relocation of equipment.
- (d) (1) When duties of different job classifications are combined resulting in a new job as provided for in (3) (a), (b) and (c), above, the senior qualified Employees from the line of progression in which the predominant amount of the combined job duties were previously performed will be offered the opportunity to fill each such new job. The provisions of this Paragraph (d) will apply only to the initial staffing of any such new job, unless the local Union shall designate specific qualified Employees who have previously performed a predominant amount of the combined job duties to be offered an opportunity in order of seniority for permanent future vacancies in the new job. This opportunity will end when the Employee refuses an offer to be moved to such new job to fill a permanent vacancy.
- (2) When a new job is created, as provided for in (3) (a), (b), and (c) above, the duties of such new job are derived from changed or eliminated jobs within a single line of progression, then such new job will be retained within that line of progression.
- (3) In situations where, due to the elimination or change of job duties, there are remaining duties which must be combined with the duties of some other job, the Company will attempt to combine such remaining duties with some other job classification within the same bargaining unit if there is one with which the remaining duties can be logically and reasonably be combined.
- (e) An Employee who is permanently demoted as a result of changes effected in accordance with Article XVII (A) (2) or (3) of the Labor Agreement will, for the first ninety (90) days following his demotion, receive his permanent rate at the time of demotion.

ARTICLE XVII - MISCELLANEOUS

(A) (3) (e) - Cont'd.

For an additional 270 calendar days, he will be classified on an "adjusted" hourly rate (to the nearest whole cent) mid-way between his permanent rate at the time of demotion and the rate of the permanent classification to which his seniority will entitle him after all phases of the changes have been completed. If the Employee accepts such job he will receive the permanent rate or the "adjusted" rate for all hours worked unless:

- (1) The employee is set up or promoted to a job paying more than the "permanent or adjusted" rate; in which event he will be paid the higher job rate, or
- (2) The Employee is reassigned to available work during curtailments, shutdowns, etc.; in which event he will be paid the rate of the job performed in accordance with recognized past practices.

Starting 360 calendar days after the original permanent demotion as the result of changes effected in accordance with Article XVII (A) (2) or (3) of the Labor Agreement, an Employee will thereafter be paid at the rate of the job on which he is employed.

Employees permanently laid off as the result of changes effected in accordance with Article XVII (A) (2) or (3) of the Labor Agreement, will, if subsequently called back for a permanent vacancy within 360 calendar days from the date the job changes are completed, be classified on an appropriate "permanent or adjusted" rate by this provision until the expiration of 360 calendar days from the date the job changes were completed, after that time such Employee will be paid at the rate of the classification on which he is employed.

- (B) (1) (a) There will be no jurisdictional restrictions between any classification in the Pine Bluff Mill including Production vs. Production, Maintenance vs. Maintenance, and Production vs. Maintenance. Any employee may be assigned to perform any work which he is qualified to safely perform.

The above language supersedes all existing language, position statements, special agreements, letters of instruction, grievance answers or arbitration awards, or any other source related to jurisdictional work assignments.

The Company agrees that no employee will be laid off, terminated or suffer a reduction in wage rate as a result of the implementation of this provision.

- (b) The Company recognizes that maintenance employees are generally expected to perform operating maintenance, preventive maintenance and day-to-day equipment repairs. However, situations may arise which will necessitate the use of outside forces to perform such work. When outside forces are in the mill to perform such work and work in excess of eight (8) hours per day or five (5) days per week on such work, a number of General

ARTICLE XVII - MISCELLANEOUS

(B) (1) (b) - Cont'd.

Mechanics and/or Instrument-Electricians equal to the number of contractor employees who work in excess of eight (8) hours per day or five (5) days per week will be offered an opportunity to work no fewer hours per day or per week than the outside forces performing such work. In the event advance knowledge will not allow scheduling of these extra hours during the same week as the contractor forces, then the additional hours will be scheduled the following work week. Additionally, no regular Maintenance Employee will be laid off while such work is in progress.

- (c) Prior to bringing in outside forces to perform work described above, Management will advise the appropriate Union. However, it is understood emergency situations of necessity must be decided without delay; therefore, notification may be handled by telephone to expedite immediate attention to correct the emergency situations. If after notification a contractor is assigned to rebuild or modification work which is to be treated as work not covered under Paragraph (2) below, then Paragraph (B) (1) (b) above will apply.
- (2) Work not considered to be operating maintenance, preventive maintenance, or day-to-day equipment repairs, and which may be performed by outside forces without penalty to the Company includes the following:
- (a) New and additional work including related relocations, tie-ins and replacement work.
- (b) Major repairs, rebuilds, reconfigurations and/or modifications, including such jobs as:
- Major boiler repairs, turbo-generator inspections and/or repairs, precipitator rebuilds, etc.
 - Digester overlay and related work, replace barking drum section, rebuild wrecked chipper, etc.
 - Paper machine rebuilds, rebuild and/or replace headbox, rebuilds and/or modifications to dryer sections, etc.
 - Rebuilds or modifications to sheel cutter, replace lowerator, rebuild extruder, etc.
- (c) Work which in the past may or may not have been performed by mill Employees, but in the future may be assigned to outside forces without penalty to the Company:
- Tile work, brick work and concrete work (including lime kiln refractory brick).
 - Painting and associated sandblasting.
 - Electric motor rewinding and reconditioning (when done outside the millyard).
 - Motor vehicle and towmotor general maintenance outside the millyard; cranes inside or outside the millyard.

ARTICLE XVII - MISCELLANEOUS

(B) (2) (c) - Cont'd.

- Roof maintenance.
 - Roadway maintenance.
 - Major insulation work.
 - Erection and major repairs on tanks.
 - Electric switchgear cleaning (when energized).
 - Rail track and right-of-way maintenance.
 - Pile driving.
 - Electric high-line work.
 - Sewer repairs.
 - Finished carpentry.
 - Air conditioning service and/or repair.
 - Communication and TV service and/or repair.
 - Elevator inspection and/or repair.
 - Scale inspections and/or repair.
 - Vulcanizing.
 - Repairs to air compressors and welding machines (outside the millyard).
- (d) - Janitorial services - offices.
- Solid waste disposal and landfill.
- (e) - Work requiring the use of processes, skills, tools, and/or equipment, not normally used by mill Employees.
- Warranty work.
- Fabrication of parts, assemblies, etc., that are available through other concerns whose fundamental business is to provide such items.
- Rent equipment with operators.

Prior to bringing a contractor in to perform work described above, Management will advise the appropriate Union.

- (3) The above language supersedes all existing language, special agreements, grievance answers and arbitration awards, letters of instruction or any other source relating to assignments of work as between mill employees and outside forces.
- (4) To ensure that the language of this Article is applied and interpreted at this mill consistent with the intent of the parties, it is understood that paragraph (A) (1) of this Article does not limit the right of the Company under paragraph (b) (1) (b) to use outside forces to perform operating maintenance, preventive maintenance and day-to-day equipment repairs when situations arise to necessitate their use.
- (C) (1) When an Electrician is required to work in an electrical manhole containing energized cables, he will be assisted by a qualified (top-rated) Apprentice or another Journeyman.

ARTICLE XVII - MISCELLANEOUS

(C) - Cont'd.

- (2) When there is insufficient work to keep more than one Electrician occupied, as on shutdowns or holidays, then that Electrician will not be required or permitted to do work in violation of the Company's safety rules. In case such work is required, then qualified help will be called out.
- (D) It is agreed that no work of a production nature will be done with other than mill Employees until after all factors have been carefully considered and it has been concluded that the use of outside Employees would be in the best interests of both the Employees and the Company and only then after thorough discussion with, and explanation to, the Union.
- (E) When an Employee is required to work around or be exposed to chemicals which are destructive to clothing or if clothing is destroyed by fire as a result of boiler blow-backs, or while engaged in fire services as required under Article XV, he will be reimbursed for clothing destroyed by such conditions described, provided he has exercised proper care and has used the safety clothing or equipment available to him. Reimbursement will be in an amount considered to be just compensation according to the condition of the clothes prior to the damage sustained from these causes.
- (F) The Company agrees to furnish all tools which, in the opinion of Management are necessary.
- (G) The Company shall provide enclosed bulletin boards throughout the mill which may be used by the Unions for posting official notices.
- (H) The Company has an Employee's Retirement Plan, as negotiated for Primary Mill Employees who are eligible members of the Primary Mill Joint Pension Council, which is available to all Employees covered by the Agreement subject to the terms and conditions contained in the Plan.

ARTICLE XVIII - PAY PRACTICES APPLICABLE TO NON-EXEMPT SALARIED EMPLOYEES

- (A) Holidays are as specified in the labor Agreement. Holiday pay allowance will be eight hours pay at the straight time rate for each holiday.
- (1) Employees receive eight hours pay at the straight time rate if they do not work.
- (B) Vacations
- (1) The number of weeks of vacation eligibility for Joint Group represented non-exempt salaried Employees is in accordance with the years of service as set forth in this Agreement.
- (2) Vacation pay for each week earned is at 40 hours times the hourly equivalent rate of the job to which the Employee is permanently assigned at the time he takes his vacation.
- (C) Shift Differentials

The payment of shift differentials is the same for both Joint Group and other non-exempt salaried Employees.

ARTICLE XVIII - PAY PRACTICES APPLICABLE TO NON-EXEMPT
SALARIED EMPLOYEES - Cont'd.

(D) Overtime and Premium Time

- (1) All non-exempt salaried Employees are paid time and one-half for all time worked in excess of forty (40) hours in any one week.

(E) Temporary Status Change

- (1) All non-exempt salaried Employees required to take over the duties of any higher classification shall, if employed in that position for fifty (50) percent or over of a designated shift period, receive the first step in such higher classification that will net him an increase above his permanent rate unless he is already on a personalized rate above that of the job to which he is temporarily promoted for the entire shift.
- (2) When an Employee is temporarily promoted as outlined above, this setup time is counted toward qualifying for the next higher step for future promotions.

(F) Pay During Excused Absences

Non-exempt salaried Employees are not docked for excused absences of short duration. However, salaried Employees are docked for single day or longer absences when they are unexcused or when the Employee's absentee record (excused or unexcused absences) is not acceptable.

(G) Plant Shutdowns and Curtailments

- (1) Joint Group represented non-exempt salaried Employees are not docked for loss of time due to curtailed operations for periods which do not extend beyond fifteen (15) days provided, however, that they may be used by the Company during such curtailed operation in any manner which does not infringe upon the seniority rights of other Employees.
- (2) This commitment made many years ago for Wood Scalers applies to other Joint Group represented non-exempt salaried Employees. It should be noted the above applies to CURTAILED operations and not to a total PLANT SHUTDOWN or a total DEPARTMENTAL SHUTDOWN which results in no work available for the Employees. The commitment was predicated upon the assumption there would be some work to which the Employees could be assigned although not necessarily their daily routine duties.

ARTICLE XVIII - PAY PRACTICES APPLICABLE TO NON-EXEMPT
SALARIED EMPLOYEES - Cont'd.

(H) Funeral leave

Pay practices are the same for Joint Group represented and other non-exempt salaried Employees.

(I) Jury Duty leave

Non-exempt salaried Employees receive their usual salary during authorized days of jury duty leave. Since the Employee's salary is not reduced by the amount of the jury duty pay received, such Employee is expected to report for work on any day where he reports for jury duty and is released before the end of the work day.

(J) Sick Leave

(1) All non-exempt salaried Employees are continued on Company payroll for occasional short-term personal sickness absences of less than a continuous period of two full payroll weeks, provided such short-term absences are not excessive. Excessive short-term sickness absences are unpaid.

(2) Once each calendar year a non-exempt salaried Employee is eligible for Company paid sick leave for personal sickness absences lasting for a continuous period of two full payroll weeks or two full payroll weeks preceded by a fractional part of a payroll week. Any personal sickness absence, regardless of duration, occurring in a calendar year after an Employee has received paid sick leave for the continuous period of two full payroll weeks, is unpaid.

(3) For any period of paid sick leave in which an Employee is eligible for weekly S & A benefits, his sick leave pay for that period will be the difference between the S & A benefits and his current salary.

(4) Abuses of the paid sick leave policy are handled on an individual basis.

(K) Non-exempt salaried Employees represented by the Joint Group Unions will receive negotiated wages and benefits as applicable to them effective the date agreed upon.

SAFETY MANUAL AND GUIDE

Production with Safety

Foreward

Revised June 1, 1970

This booklet is presented to you to acquaint you with some of the Company's safety rules and regulations put into effect to protect you and your fellow workers during your employment.

We join you in the sincere hope that your employment will be free from accident. Let no unsafe act on your part deprive you, your family, or any fellow worker's family of their source of income. It is your responsibility to see that accidents are prevented.

The Safety Department and the safety committees are functioning to assist the Company in eliminating accident hazards. These committees consist of representatives from each department. Your cooperation with these safety committeemen is requested in order that we may work together toward the elimination of all hazards to your safety.

Each worker is requested to faithfully cooperate with the Company to the best of his ability. Some of the ways in which your help is most necessary are:

- {1} Faithfully using all safeguards provided.
- {2} Understanding and carefully following safety rules and safety regulations.
- {3} Working earnestly on safety committees or other safety activities to which you may be assigned.
- {4} Seeking always for the safe way of working on each job or activity.
- {5} Watching out always for the safety of your fellow man.
- {6} Reporting all hazardous conditions of which you learn to your Foreman.

Your comments or recommendations for added safety features will be welcomed by the Company. Bring up your suggestions in safety meetings, take them to your Foreman, and if necessary, send them to the Safety Office.

HOSPITAL SERVICE AND MEDICAL ATTENTION FOR EMPLOYEES

Whenever you are injured in this plant, you must have your injury treated immediately at the Plant First Aid Room in order to obtain proper attention to prevent infection or other serious consequences. **THIS APPLIES TO ALL EMPLOYEES AND TO ALL FORMS OF INJURY, NO MATTER HOW SLIGHT THE INJURY MAY APPEAR.** Immediate treatment of minor injuries will often prevent their becoming infected. You are especially asked not to treat your own wounds or injuries or to self apply antiseptics such as iodine and mercurochrome. First Aid treatment should not be asked for and must not be given by fellow employees, except in cases of extreme emergency, such as electric shocks, drownings, gas poisoning, or where delay in waiting for better qualified aid may jeopardize a man's life.

In case of severe injuries do not move the injured employee unless he is in danger of receiving additional injuries if he is not moved. Report the accident to the First Aid Room immediately. The nurse on duty will sound the emergency signal and proceed to the scene of the accident without delay. Always use a stretcher when moving injured employees.

You should not request or permit anyone except the First Aid Nurse or a Doctor to remove dirt, dust, or other foreign objects from your eyes. Such unskilled treatments have caused many serious eye injuries. Anyone who feels his eyes have been injured in any way should have them treated at the First Aid Room.

If you become ill at work, report to your Foreman and he will issue the necessary instructions regarding reporting to the First Aid Room. If you are ill before coming to work, remain at home, using the proper means to notify your Foreman.

GENERAL SAFETY PRACTICES FOR ALL EMPLOYEES

Clothing:

- (1) You should wear clothing suitable for your work. Ragged sleeves, loose ties, and other parts of clothing which can be caught in machinery should not be worn. Clothing not in use should be kept in a locker.
- (2) Safety shoes of the approved type should be worn by all employees. These shoes may be obtained at cost from the Safety Office.
- (3) You are cautioned against the dangerous practice of wearing watch chains or rings while at work.
- (4) Safety equipment, such as goggles, shields, boots, raincoats, and rubber aprons can be obtained by order from your Foreman from the Safety Office or the Tool Room.
- (5) You must wear a safety hat if you work in an area where our safety hat regulations apply.

Tools and Equipment:

- (1) All tools and equipment must be kept in their proper places when not in use.
- (2) Defective tools or equipment of any description which have been mushroomed, damaged or broken should never be used and must be returned to your Tool Room at once.
- (3) You are cautioned against the dangerous practice of wearing watch chains, rings, etc. while at work.
- (4) All tools, such as files, must have handles on them.

- (5) Do not use ladders that are not in good condition. Ladders needing repairs should be reported promptly. Also, use the proper ladder for the job and when the job is finished return the ladder to its proper storage place. Common sense should be used in erecting ladders in a safe manner.

Machinery:

- (1) You should not operate a machine without having had instruction in its care and safe operation.
- (2) Safeguards must not be removed except by order of the Foreman, and if removed, they must be replaced immediately. If not replaced, it should be reported immediately to your Foreman, giving the reason why the safeguard was not replaced. Cleaners and Oilers must always replace guards removed for the purpose of oiling and cleaning. This regulation also applies to sewer covers, trap doors, etc.
- (3) Always wear goggles when using emery wheels, welding, chipping metal or concrete, operating shaper, cutting steel, operating metal circular saws, routers, and when pouring melted type metal or babbitt.
- (4) Grinding on sides of emery wheels is strictly forbidden.
- (5) Stop all emery wheels, power drills, saws, and all other power service machinery when you have finished using them.

Electrical:

- (1) All unauthorized employees are forbidden to tamper with or work on electrical apparatus.
- (2) All unauthorized employees are forbidden to enter any electrical distribution center.
- (3) Never start a motor without consulting the machine operator.
- (4) No employee is allowed to open tagged switches, except the authorized party who has signed the tag. All Employees will receive a copy of the Company's tag out program and explanation of the procedure for administering it.
- (5) Do not use machinery, tools and electrical equipment in bad condition, but report same to your Foreman at once.
- (6) When an Electrician is required to work in an electrical manhole containing energized cables, he will be assisted by a qualified (top-rated) Apprentice or another Journeyman.

Crane Operation:

- (1) Do not walk or stand beneath crane loads at any time.
- (2) Riding any suspended load is strictly prohibited.

- (3) An overhead Crane Operator must never leave the crane cab or attempt to adjust machinery without opening the main line switch and making sure that all controls are in the "off" position.
- (4) The Operator must report all defects on the crane to the Foreman at once. Take no chance at all.
- (5) The Crane Operator is to use his own judgment as to whether the prepared load is too heavy to handle. Never take a chance on a load that you think is too heavy. If you are not POSITIVE as to the capacity of your crane, find out at once. Positively no one except Operators are allowed on cranes while they are in motion.
- (6) Examine your crane for loose or defective parts each day it is used and after repairs have been made.
- (7) Employees working in the vicinity of a crane must wear hard hats.

Electric Welding:

- (1) Whips on main cables should be connected or disconnected ONLY when the machine is NOT running.
- (2) Do not drag the whip end of "hot" welding cable.
- (3) Never weld in a closed compartment unless you have a portable ventilator to eliminate gases.
- (4) All Welders working on galvanized material or brazing must wear respirators while working in close places or in enclosed compartments.
- (5) Never use an electrode holder as a connection. If an extension is required, get one with the proper connection from the Tool Room.
- (6) Protective shields should be used around Welders when welding to prevent other employees from receiving arc burns.

Painting:

- (1) Goggles or safety spectacles with side shields must be worn at all times while scraping, chipping, steel brushing or grinding.
- (2) An approved type hood must be worn during all sand or shot blasting operations. If work is to be performed in a confined area or on material which produces toxic fumes or dust, a hood fitted with a constant fresh air supply must be used.
- (3) Respirators must be worn at all times while spray painting. If material being used is considered toxic, the appropriate filter type respirator or constant fresh air supply type respirator must be used.

Safety Practices (General):

- (1) You should observe the safety bulletins posted throughout the plant. They present practical information and should help you to prevent accidents.
- (2) Men working in elevated locations or below in open manholes must place proper warning signs and, if possible, protect other workmen by roping off the dangerous section.
- (3) When passing through the plant to or from your place of duty, travel by regular routes and do not take short cuts. Do not pass under, over, or between freight cars or walk or sit on railroad tracks.
- (4) Special care must be used by those permitted to bring their cars into the yard or those driving Company trucks. *Drive slowly and carefully at all times.*
- (5) *Horseplay or skylarking is absolutely forbidden in the plant or on Company premises at any time, especially in bath houses and locker rooms.*
- (6) Good housekeeping in your work is essential. The vicinity surrounding your job must be kept as clean and orderly as possible. Boards or timbers with nails sticking up must never be left lying around. Bend the nails and remove the timbers at once. Never leave tools or materials lying overhead. Keep machinery, fire protective equipment and safety devices free from obstruction and easily accessible.
- (7) Trucking, stacking and handling of bags, paper and all materials must be done in a safe way. See your Foreman when in doubt.
- (8) *You must never point compressed air at yourself or others since it may cause serious injury or death.*
- (9) Do not work on machines, pumps, conveyors, cranes, or other powered equipment unless you are sure the current is off and the switch tagged out according to Company tagout regulations.
- (10) You are forbidden at all times to pass under temporarily suspended materials or apparatus.
- (11) It is the duty of every employee to see that passages and stairways are kept clear at all times.
- (12) When it is absolutely necessary to lift or move heavy material by hand, secure assistance before attempting the job.
- (13) All employees are forbidden to work on the chlorine or chlorine dioxide system and equipment except as directed by the Tech. Supt., Bleach Plant Foreman, or other authorized employees.

- (14) All valves for high temperature, high pressure, combustible or corrosive material must be tagged when employees are working on the equipment affected. Tags are to be signed by the men working on the equipment. See tagout regulations.
- (15) Goggles and safety aprons must be worn when handling acids.
- (16) You are forbidden to ride on the running board or hang onto the outside of cars, trucks, tow motors, motor trucks, or other moving equipment while in operation in the mill yard.

After reading these safety rules and regulations, check yourself and see if you are:

- (1) Regarding warning signs so as not to invite accidents to you and your fellow workers.
- (2) Reporting to First Aid when you receive a minor cut or scratch.
- (3) Re-reading this pamphlet and other safety instruction cards given to you to see if you are familiar with all safety rules and regulations.
- (4) Wearing goggles, safety shoes or other safety appliances where required or needed.

BASIC HOURLY

WAGE RATE SCHEDULE

BY AND BETWEEN

INTERNATIONAL PAPER COMPANY

PINE BLUFF MILL

AND

PAPER, ALLIED INDUSTRIAL, CHEMICAL AND ENERGY WORKERS

INTERNATIONAL UNION

AND

LOCAL UNION 2033

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS

SEPTEMBER 1, 1998

THROUGH

AUGUST 31, 2004

SCHEDULE OF OCCUPATIONS AND RATES9/1/98

The job titles contained herein, in some instances read "man" or "girl." Such titles do not indicate that these jobs are to be filled exclusively by either sex. As necessary, jobs are filled by males or females in accordance with bona fide occupational requirements.

	<u>9/1/98</u>	<u>9/1/99</u>	<u>9/1/00</u>	<u>9/1/01</u>	<u>9/1/02</u>	<u>9/1/03</u>
<u>For Employees Hired on or After 6/1/79.</u>						
Beginners' Rate to be	12.105	12.405	12.775	13.095	13.49	13.825
Minimum Rate, after not more than 30 days employment	12.305	12.61	12.99	13.315	13.715	14.055
<u>For Employees Hired Before 6/1/79 and Employees on Layoff Status with Recall Rights as of 6/1/79.</u>						
Beginners' Rate to be	13.64	13.985	14.405	14.765	15.205	15.585
Minimum Rate, after not more than 30 days employment	13.87	14.215	14.64	15.01	15.46	15.845

When and/or where used in any department of mill the jobs of LABORER will be paid the appropriate Beginner's Rate or Minimum Rate as stated above.

	<u>9/1/98</u>	<u>9/1/99</u>	<u>9/1/00</u>	<u>9/1/01</u>	<u>9/1/02</u>	<u>9/1/03</u>
<u>WOODYARD</u>						
90425 Wood Scales - Where Used						
Starting Salary for 1st Six Months	2831	2902	2989	3063	3155	3234
For Next 12 Months	3033	3109	3202	3282	3380	3465
Top Salary	3226	3307	3406	3491	3596	3686

(These Employees are subject to the same pay practices as all other non-exempt salaried employees.)

PAPER MACHINE RATES

During the contract year when a major product change is made on a machine that warrants a wage rate change up or down, such change will be handled under Section VIII of the Labor Agreement.

Major product changes of thirty (30) calendar days or less will not warrant a wage rate change, except when a machine regularly cycles between two or more major products. In such cases a rate will be established for each such major grade and the established rate will be paid while running that grade.

The following will be defined as major product lines for the purpose of this agreement.

- All Pulp grades, such as:
 - Paper Pulp
 - Specialty Pulp
 - Dissolving Pulp

2. Industrial and Containerboard grades, such as:

Bag - bleached and unbleached
 Wrapping - bleached and unbleached
 Corrugated Medium (including bogus Corrugating)
 linerboard - bleached and unbleached
 Multiwall Bag - bleached and unbleached
 MG Bag and Wrapping - bleached and unbleached
 MF and MG Specialty Papers - bleached and unbleached

3. All Bleached Board grades and Fine Paper grades, such as:

Bleached Food Board	Table Offset, Envelope
Folding Carton Grades	Milk Carton
Tag, Index, File Folder, etc.	Tabulating Index
Business Papers	

4. All Groundwood grades, such as:

Newsprint
 Directory Paper
 Groundwood Specialties

Any change from one of these major product lines to another will be considered a major product change for the purpose of this agreement.

	9/1/98	9/1/99	9/1/00	9/1/01	9/1/02	9/1/03
<u>MAINTENANCE - GENERAL</u>						
<u>GENERAL MECHANIC APPRENTICES</u>						
39277 1st Six Months	14.55	14.915	15.36	15.745	16.215	16.62
39276 2nd Six Months	16.45	16.86	17.365	17.80	18.335	18.795
39275 3rd Six Months	18.355	18.815	19.38	19.86	20.46	20.97
39274 4th Six Months	20.265	20.77	21.395	21.93	22.59	23.155
39278 Maintenance Helper	14.335	14.69	15.13	15.51	15.975	16.375

GENERAL MECHANIC

39254 Journeyman I	19.58	20.07	20.67	21.19	21.825	22.37
39253 Journeyman II	19.89	20.385	21.00	21.525	21.17	22.715
39252 Journeyman III	20.54	21.05	21.685	22.225	22.89	23.465
39251 Journeyman IV	24.08	24.685	25.425	26.06	26.84	27.51

NOTE: Four General Mechanic Journeyman rates will be in existence as shown above, the last three of which will be used in future cases wherein a single-skill Journeyman is employed and must be trained as a Multi-Craft Mechanic.

	9/1/98	9/1/99	9/1/00	9/1/01	9/1/02	9/1/03
<u>ELECTRICAL DEPARTMENT</u>						
<u>INSTRUMENT-ELECTRICIAN APPRENTICES</u>						
39477 1st Six Months	14.55	14.915	15.36	15.745	16.215	16.62
39476 2nd Six Months	16.45	16.86	17.365	17.80	18.335	18.795
39475 3rd Six Months	18.355	18.815	19.38	19.86	20.46	20.97
39474 4th Six Months	20.265	20.77	21.395	21.93	22.59	23.155
39478 I. E. Helper	14.335	14.69	15.13	15.51	15.975	16.375

INSTRUMENT-ELECTRICIAN

39454 Journeyman I	19.58	20.07	20.67	21.19	21.825	22.37
39453 Journeyman II	19.89	20.385	21.00	21.525	21.17	22.715
39452 Journeyman III	20.54	21.05	21.685	22.225	22.89	23.465
39451 Journeyman IV	24.08	24.685	25.425	26.06	26.84	27.51
39450 One Operating Instrument Electrician per shift will be designated as the senior Operator at a rate 10 cents per hour above the top Journeyman rate.	24.18	24.785	25.525	26.16	26.94	27.61

		<u>9/1/98</u>	<u>9/1/99</u>	<u>9/1/00</u>	<u>9/1/01</u>	<u>9/1/02</u>	<u>9/1/03</u>
<u>TECHNICAL</u>							
06050	Analyst Minimum prerequisite: High School plus 2 years' experience in Special Chemical job; OR high school education plus ICS OR trade school graduate as chemical laboratory technician.	18.705	19.17	19.75	20.24	20.85	21.37
	Minimum prerequisite: 2 years' experience in analytical work plus 2 years of college majoring in chemistry; OR 2 years' experience in analytical work plus ICS or trade school graduate as chemical laboratory technician. OR college degree with major in Chemistry; OR 10 years' experience in Analyst if in the opinion of Local Management the Employee has become qualified for the rate through such experience and self-study disciplines.	19.32	19.80	20.395	20.905	21.53	22.07
	Minimum prerequisite: 4 years' experience in analytical work plus college degree with major in chemistry; OR 4 years' experience in analytical work plus ICS or trade school graduate in analytical chemistry or chemical engineering; OR 15 years' experience if in the opinion of Local Management the Employee has become qualified for the rate through such experience and self-study disciplines.	20.555	21.07	21.70	22.24	22.91	23.48
<u>PULP MILL</u>							
<u>WOODYARD</u>							
11050	Operator	22.01	22.56	23.24	23.82	24.53	25.14
11061	Service Operator I	20.005	20.505	21.12	21.645	22.295	22.85
11062	Service Operator II	19.515	20.00	20.60	21.115	21.75	22.295
11063	Service Operator III	16.61	17.025	17.535	17.975	18.51	18.975
11070	Process Specialist	14.835	15.21	15.665	16.055	16.54	16.95
<u>BEACH</u>							
15650	Operator	23.515	24.105	24.825	25.445	26.21	26.865
15661	Service Operator I	20.24	20.745	21.37	21.90	22.56	23.125
15662	Service Operator II	117.885	18.335	18.885	19.355	19.935	20.435
15670	Process Specialist	14.855	15.225	15.68	16.075	16.555	16.97
<u>BROWN STOCK</u>							
12150	Operator	22.595	23.16	23.855	24.45	25.18	25.81
12161	Service Operator I	18.855	19.325	19.905	20.405	21.015	21.54
12162	Service Operator II	15.40	15.785	16.255	16.665	17.165	17.59
12170	Process Specialist	13.98	14.33	14.76	15.13	15.585	15.975

		<u>9/1/98</u>	<u>9/1/99</u>	<u>9/1/00</u>	<u>9/1/01</u>	<u>9/1/02</u>	<u>9/1/03</u>
<u>PULP MILL</u>							
<u>CHEMICAL PREPARATION</u>							
17450	Operator	21.145	21.675	22.325	22.885	23.57	24.16
17460	Service Operator	18.38	18.84	19.405	19.89	20.485	21.00
17470	Process Specialist	14.075	14.425	14.86	15.23	15.69	16.08
<u>GROUNDWOOD</u>							
13850	Operator	21.865	22.415	23.085	23.665	24.375	24.98
13861	Service Operator I	18.835	19.305	19.885	20.38	20.99	21.515
13862	Service Operator II	16.14	16.545	17.04	17.465	17.99	18.44
13870	Process Specialist	14.49	14.855	15.30	16.685	16.155	16.555
<u>FINISHED PRODUCTS</u>							
<u>CHEMICAL FURNISH</u>							
21150	Operator	21.665	22.21	22.875	23.445	24.15	24.755
21161	Service Operator I	19.625	20.115	20.72	21.24	21.875	22.425
21162	Service Operator II	16.38	16.79	17.295	17.73	18.26	18.715
21170	Process Specialist	14.73	15.095	15.55	15.94	16.415	16.83
<u>NO. 1 MACHINE</u>							
22150	Operator	25.77	26.415	27.205	27.89	28.725	29.44
22160	Service Operator	20.06	20.56	21.18	21.705	22.36	22.915
22170	Process Specialist	14.49	14.855	15.30	15.685	16.155	15.555
<u>NO. 2 MACHINE</u>							
22250	Operator	26.985	27.66	28.49	29.205	30.08	30.83
22261	Service Operator I	20.77	21.29	21.93	22.475	23.15	23.73
22262	Service Operator II	17.065	17.495	18.02	18.47	19.025	19.50
22270	Process Specialist	14.49	14.855	15.30	15.685	16.155	16.555
<u>OFF MACHINE COATER</u>							
19850	Operator	22.46	23.02	23.71	24.305	25.035	25.66
19860	Service Operator	19.365	19.85	20.445	20.955	21.585	22.125
19870	Process Specialist	14.49	14.855	15.30	16.685	16.155	16.555
<u>SUPERCALENDER/WINDER</u>							
19950	Operator	21.35	21.885	22.54	23.105	23.80	23.395
19961	Service Operator I	20.06	20.56	21.18	21.705	22.36	22.915
19962	Service Operator II	16.995	17.42	17.945	18.39	18.945	19.415
19970	Process Specialist	14.49	14.855	15.30	15.685	16.155	16.555
<u>FINISHING AND SHIPPING</u>							
23050	Operator	20.095	20.60	21.215	21.745	22.40	22.96
23060	Service Operator I	18.335	18.79	19.355	19.84	20.435	20.945
23062	Service Operator II	15.385	15.77	16.24	16.645	17.145	17.575
23071	Process Specialist I	15.255	15.635	16.105	16.505	17.005	17.43
23072	Process Specialist II	14.075	14.425	14.85	15.23	15.69	16.08
<u>EXTRUDERS</u>							
19751	Operator #6 & Quality	21.16	21.69	22.34	22.90	23.585	24.175
19750	Operator #7, 8, 9	20.715	21.23	21.87	22.415	23.085	23.665
19760	Assistant Operator	18.14	18.59	19.15	19.63	20.215	20.725
19761	Service Operator I	17.575	18.015	18.555	19.02	19.59	20.08
19771	Process Specialist I	15.415	15.80	16.275	16.68	17.18	17.61
19772	Process Specialist II	14.45	14.81	15.255	15.64	16.105	16.51
<u>TECHNICAL LABORATORY</u>							
06051	Operator	21.125	21.655	22.305	28.86	23.545	24.135
06061	Technician I	17.685	18.125	18.67	19.14	19.71	20.205
06062	Technician II	15.295	15.68	16.15	16.55	17.05	17.475

		<u>9/1/98</u>	<u>9/1/99</u>	<u>9/1/00</u>	<u>9/1/01</u>	<u>9/1/02</u>	<u>9/1/03</u>
<u>MAINTENANCE</u>							
<u>GENERAL YARD</u>							
39050	Operator	20.005	20.505	21.12	21.65	22.30	22.86
39061	Service Specialist I	16.975	17.40	17.92	18.37	18.92	19.395
39062	Service Specialist II	116.095	16.495	16.99	17.415	17.94	18.385
39063	Service Specialist III	15.16	15.54	16.005	16.405	16.90	17.32
39064	Service Specialist IV	14.235	14.59	15.03	15.405	15.865	16.265
<u>POWER</u>							
<u>POWER/RECOVERY</u>							
30950	Operator	24.47	25.08	25.83	26.48	27.27	27.955
30961	Service Operator I	23.195	23.775	24.49	25.10	25.855	26.50
30962	Service Operator II	20.74	21.26	21.895	22.445	23.115	23.695
30963	Service Operator III	18.89	19.37	19.95	20.45	21.06	21.585
30964	Service Operator IV	118.20	18.655	19.215	19.695	20.285	20.795
30970	Process Specialist	15.845	16.245	16.73	17.15	17.665	18.105
<u>PURCHASING AND STORES</u>							
<u>STORES</u>							
01461	Stores Technician I	18.02	18.47	19.025	19.50	20.085	20.585
01462	Stores Technician II	16.40	16.81	17.31	17.745	18.275	18.735
<u>POWER - GENERAL</u>							
30991	System Specialist	17.705	18.15	18.695	19.16	19.735	20.23
<u>MAINTENANCE - GENERAL</u>							
39089	Insect Control Man (When used)	14.555	14.92	15.365	15.75	16.22	16.625
<u>PAPER - GENERAL</u>							
22997	Service Specialist (When used)	14.00	14.35	14.78	15.14	15.60	15.99
22998	Cleanup after 6/1/79	12.105	12.405	12.775	13.095	13.49	13.825
	after 30 days	12.305	12.61	12.99	13.315	13.715	14.055
	Cleanup before 6/1/79	13.64	13.985	14.405	14.765	15.205	15.585
	after 30 days	13.87	14.22	14.64	15.01	15.46	15.84

TRAINING RATES OF PAY - PROCESS SPECIALIST TRAINEESEMPLOYEES HIRED PRIOR TO JUNE 1, 1979

DEPT.	PROGRESSION DIVISION	BEGINNING RATES						AFTER EIGHT MONTHS					
		9/1/98	9/1/99	9/1/00	9/1/01	9/1/02	9/1/03	9/1/98	9/1/99	9/1/00	9/1/01	9/1/02	9/1/03
PULP	Woodyard	14.115	14.47	14.905	15.275	15.735	16.125	14.355	14.71	15.155	15.53	16.00	16.40
	Bleach	14.215	14.57	15.005	15.38	15.845	16.24	14.475	14.84	15.285	15.665	16.135	16.54
	Brown Stock	13.895	14.24	14.67	15.035	15.485	15.875	13.915	14.265	14.69	15.06	15.51	15.90
	Chem. Prep.	13.915	14.265	14.69	15.06	15.51	15.90	13.98	14.33	14.76	15.13	15.585	15.975
	Groundwood	14.025	14.375	14.805	15.175	15.63	16.02	14.185	14.54	14.975	15.35	15.81	16.205
<u>FINISHED PRODUCTS</u>													
	Chem. Furn.	14.085	14.435	14.875	15.245	15.70	16.09	14.31	14.54	14.975	15.35	15.81	16.205
	#1 Machine	14.025	14.375	14.805	15.175	15.63	16.02	14.185	14.54	14.975	15.345	15.81	16.205
	#2 Machine	14.025	14.375	14.805	15.175	15.63	16.02	14.185	14.54	14.975	15.345	15.81	16.205
	OMC	14.025	14.375	14.805	15.175	15.63	16.02	14.185	14.54	14.975	15.345	15.81	16.205
	SC/W	14.025	14.375	14.805	15.175	15.63	16.02	14.185	14.54	14.975	15.345	15.81	16.205
	F&S	13.915	14.265	14.69	15.06	15.51	15.90	13.98	14.33	14.76	15.13	15.585	15.975
	Extruders	14.02	14.37	14.80	15.17	15.625	16.015	14.155	14.51	14.945	15.32	15.78	16.175
<u>TECH</u>	Laboratory	14.23	14.585	15.025	15.40	15.86	16.255	14.575	14.94	15.385	15.77	16.245	16.65
<u>MAINT</u>	General Yard	14.20	14.555	14.99	15.365	15.825	16.22	14.52	14.88	15.325	15.71	16.18	16.585
<u>POWER</u>	Power/Rec.	14.37	14.73	15.17	15.55	16.015	16.415	14.85	15.23	15.685	16.08	16.56	16.975
<u>PURCHASING/STORES</u>													
	Stores	14.50	14.865	15.31	15.695	16.165	16.57	15.145	15.525	15.99	16.39	16.88	17.305
<u>PROGRESSION</u>													
DEPT.	DIVISION	AFTER SIXTEEN MONTHS						AFTER TWENTY-FOUR MONTHS					
		9/1/98	9/1/99	9/1/00	9/1/01	9/1/02	9/1/03	9/1/98	9/1/99	9/1/00	9/1/01	9/1/02	9/1/03
PULP	Woodyard	14.60	14.965	15.415	15.80	16.275	16.68	14.835	15.21	15.665	16.055	16.54	16.95
	Bleach	14.635	15.00	15.45	15.84	16.315	16.72	14.855	15.225	15.68	16.075	16.555	16.97
	Brown Stock	13.95	14.30	14.73	15.175	15.55	15.94	13.98	14.33	14.76	15.13	15.58	15.975
	Chem. Prep.	14.02	14.37	14.80	15.17	15.625	16.015	14.075	14.425	14.86	15.23	15.69	16.08
	Groundwood	14.34	14.695	15.135	15.515	15.98	16.38	14.49	14.855	15.30	15.685	16.155	16.555
<u>FINISHED PRODUCTS</u>													
	Chem. Furn.	14.51	14.87	15.315	15.70	16.17	16.575	14.73	15.095	15.55	15.94	16.415	16.81
	#1 Machine	14.34	14.695	15.135	15.515	15.98	16.38	14.49	14.855	15.30	16.085	16.155	16.555
	#2 Machine	14.34	14.695	15.135	15.515	15.98	16.38	14.49	14.855	15.30	16.085	16.155	16.555
	OMC	14.34	14.695	15.135	15.515	15.98	16.38	14.49	14.855	15.30	16.085	16.155	16.555
	SC/W	14.34	14.695	15.135	15.515	15.98	16.38	14.49	14.855	15.30	16.085	16.155	16.555
	F&S	14.02	14.37	14.80	15.17	15.625	16.016	14.075	14.425	14.86	15.23	15.69	16.08
	Extruders	14.315	14.675	15.115	15.495	15.96	16.355	14.45	14.81	15.25	15.64	16.105	16.51
<u>TECH</u>	Laboratory	14.94	15.315	15.775	16.165	16.65	17.07	15.295	15.68	16.15	16.55	17.05	17.475
<u>MAINT</u>	General Yard	14.835	15.21	15.665	16.055	16.54	16.95	15.16	15.54	16.005	16.405	16.90	17.32
<u>POWER</u>	Power Rec.	15.365	15.745	16.22	16.625	17.125	17.55	15.645	16.245	16.73	17.15	17.665	18.105
<u>PURCHASING/STORES</u>													
	Stores	15.77	16.165	16.65	17.065	17.575	18.015	16.40	16.81	17.31	17.745	18.275	18.735

TRAINING RATES OF PAY - PROCESS SPECIALIST TRAINEES

EMPLOYEES HIRED AFTER JUNE 1, 1979

DEPT.	PROGRESSION DIVISION	BEGINNING RATES						AFTER EIGHT MONTHS					
		9/1/98	9/1/99	9/1/00	9/1/01	9/1/02	9/1/03	9/1/98	9/1/99	9/1/00	9/1/01	9/1/02	9/1/03
PULP	Woodyard	12.94	13.265	13.665	14.005	14.425	14.785	13.565	13.905	14.32	14.63	15.12	15.50
	Bleach	13.03	13.355	13.755	14.10	14.525	14.885	13.655	13.995	14.415	14.775	15.215	15.60
	Brown Stock	12.735	13.055	14.445	13.78	14.195	14.55	13.15	13.475	13.88	14.23	14.655	15.02
	Chem. Prep	12.75	13.07	13.46	13.80	14.215	14.57	13.185	13.515	13.92	14.265	14.694	15.06
	Groundwood	12.85	13.17	13.565	13.905	14.32	14.68	13.40	13.735	14.145	14.50	14.935	15.31
<u>FINISHED PRODUCTS</u>													
	Chem. Furn.	12.91	13.235	13.63	13.97	14.39	14.75	13.52	13.855	14.27	14.63	15.07	15.445
	#1 Machine	12.85	13.17	13.565	13.905	14.325	14.68	13.40	13.735	14.145	14.50	14.935	15.31
	#2 Machine	12.85	13.17	13.565	13.905	14.325	14.68	13.40	13.735	14.145	14.50	14.935	15.31
	OMC	12.85	13.17	13.565	13.905	14.325	14.68	13.40	13.735	14.145	14.50	14.935	15.31
	SC/W	12.85	13.17	13.565	13.905	14.325	14.68	13.40	13.735	14.145	14.50	14.935	15.31
	F & S	12.75	13.07	13.46	13.80	14.215	14.57	13.185	13.515	13.92	14.265	14.695	15.06
	Extruders	12.84	13.16	13.555	13.895	14.31	14.67	13.39	13.725	14.135	14.49	14.925	15.30
TECH.	Laboratory	13.05	13.375	13.78	14.12	14.545	14.91	13.80	14.145	14.57	14.935	15.385	15.77
MAINT.	General Yard	13.295	13.63	14.04	14.39	14.82	15.19	13.735	14.08	14.50	14.865	15.31	15.69
POWER	Power/Rec.	13.19	13.52	13.925	14.275	14.70	15.07	14.08	14.43	14.865	15.235	15.695	16.085
<u>PURCHASING/STORES</u>													
	Stores	13.325	13.655	14.065	14.42	14.85	15.22	14.36	14.725	15.165	15.545	16.01	16.41

DEPT.	PROGRESSION DIVISION	AFTER SIXTEEN MONTHS						AFTER TWENTYFOUR MONTHS					
		9/1/98	9/1/99	9/1/00	9/1/01	9/1/02	9/1/03	9/1/98	9/1/99	9/1/00	9/1/01	9/1/02	9/1/03
PULP	Woodyard	14.21	14.565	15.00	15.375	15.835	16.235	14.835	15.21	15.665	16.055	16.54	16.95
	Bleach	14.25	14.605	15.045	15.42	15.885	16.28	14.855	15.225	15.68	16.075	16.555	16.97
	Brown Stock	13.55	13.885	14.305	14.665	15.105	15.48	13.98	14.33	14.76	15.13	15.585	15.975
	Chem. Prep	13.64	13.985	14.405	14.765	15.205	15.585	14.075	14.425	14.86	15.23	15.69	16.08
	Groundwood	13.94	14.29	14.72	15.085	15.54	15.925	14.49	14.855	15.30	15.685	16.155	16.555
<u>FINISHED PRODUCTS</u>													
	Chem. Furn.	14.13	14.485	14.92	15.29	15.75	16.145	14.73	15.10	15.55	15.94	16.415	16.83
	#1 Machine	13.94	14.29	14.72	15.085	15.54	15.925	14.49	14.855	15.30	15.685	16.155	16.555
	#2 Machine	13.94	14.29	14.72	15.085	15.54	15.925	14.49	14.855	15.30	15.685	16.155	16.555
	OMC	13.94	14.29	14.72	15.085	15.54	15.925	14.49	14.855	15.30	15.685	16.155	16.555
	SC/W	13.94	14.29	14.72	15.085	15.54	15.925	14.49	14.855	15.30	15.685	16.155	16.555
	F & S	13.64	13.985	14.405	14.765	15.205	15.585	14.075	14.425	14.86	15.23	15.69	16.08
	Extruders	13.91	14.26	14.685	15.055	15.505	15.89	14.45	14.81	15.255	15.64	16.105	16.51
TECH.	Laboratory	14.55	14.915	15.36	15.745	16.215	16.62	15.295	15.68	16.15	16.55	17.05	17.475
MAINT.	General Yard	14.45	14.81	15.255	15.64	16.105	16.51	15.16	15.54	16.005	16.405	16.90	17.32
POWER	Power/Rec.	14.975	15.35	15.81	16.205	16.695	17.11	15.845	16.245	16.73	17.15	17.665	18.105
<u>PURCHASING/STORES</u>													
	Stores	15.385	15.77	16.24	16.645	17.145	17.575	16.49	16.81	17.31	17.745	18.275	18.735