

Labor Agreement

By And Between

Georgia-Pacific Corporation

Crossett Paper Operations

and

Paper, Allied-Industrial, Chemical & Energy Workers

International Union

Local 5-369

Crossett, Arkansas

July 1, 2000 through June 30, 2006

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SECTION 1

LABOR AGREEMENT

1:01 This agreement entered into by and between Georgia-Pacific Corporation, Crossett - Paper, a Georgia Corporation, Crossett, Arkansas, and Local No. 5-369 and the Paper, Allied-Industrial, Chemical & Energy Workers International Union (PACE), affiliated with the American Federation of Labor, CIO, witnessed:

SECTION 2

GENERAL PURPOSE OF AGREEMENT

2:01 The general purpose of this agreement is to provide for the operation of Georgia-Pacific Corporation under methods which will further, to the fullest extent possible, the safety and welfare of the employee, economy of operation, quality and quantity of output, cleanliness of plant and protection of property. It is recognized by this agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.

SECTION 3

EQUAL EMPLOYMENT OPPORTUNITY

3:01 There shall be no discrimination between employees because of race, color, religion, sex, national origin, disability (as required by law) or age. It is agreed between the parties that it is the policy, intent and purpose of both the Company and the Union to comply fully in all respects with the letter and the spirit of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973, the Uniformed Services Employment and Reemployment

Rights Act, the Family and Medical Leave Act and the Americans With Disabilities Act.

3.02 Wherever the masculine personal pronoun is used in this agreement, it shall be interpreted to include the feminine personal pronoun and shall be interpreted as "employee."

SECTION 4

RECOGNITION

4:01 Georgia-Pacific Corporation, Crossett - Paper, (hereinafter called the Company) hereby recognizes the Paper, Allied-Industrial, Chemical & Energy Workers International Union, AFL-CIO through its Local Union No. 5-369 (hereinafter called the Union), as the bargaining agency for those employees specifically covered by Job Classifications listed in Exhibit A, attached hereto and made a part hereof.

4:02 The company agrees that if, during the life of this Agreement, it discontinues operations, sells, leases, transfers or assigns the operations covered by this Agreement, it shall inform the purchaser, lessee, transferee or assignees of the exact terms of this Agreement and shall obligate the purchaser, lessee, transferee, or assignee to provide substantially equivalent wages and benefits while assuming all the remainder of the obligations of the Agreement until its expiration date.

4:03 A supervisory employee shall not be permitted to perform work on an hourly rated job, except in the following types of situations:

- 1) In emergencies (which includes production difficulties).

2) In the instruction or training of employees.

4:04 Emergencies herein shall be defined as conditions that can be neither anticipated nor postponed and which will cause loss of acceptable production, risk of personal injury, or will endanger life or property.

SECTION 5

UNION ACTIVITIES

5:01 Local Union Officers, Shop Stewards, and Committeemen may enter the mill premises at times other than their regular working hours whenever the business of the Union shall require, provided that they do not interfere with the Company's business or operations and notify in advance management of the area(s) that they are going to visit.

5:02 International Representatives of the Union shall be permitted to visit the mill upon request to the Human Resources Manager or his authorized representative and shall be accompanied by a Local Union Officer or Steward.

5:03 In order that the above Union shall be truly representative of the employees in the unit and maintain its responsibilities as one of the contracting parties, it is the preference of the Company that employees in the unit take an active interest in the affairs of the Union, and that no employee who has now chosen, or who may later freely choose, to become a member of the Union, resign from the Union, or become inactive during the life of this contract except for good and just reason.

SECTION 6

CHECK-OFF

6:01 The Company and the Union agree to establishment of a voluntary revocable Union membership dues deduction plan. The Union will provide *uniform membership dues deduction authorization* blanks to be in the following form:

Date

" I hereby authorize and request Georgia-Pacific Corporation, Crossett - Paper, until further notice, to deduct from my earnings for the second pay period in each month, commencing with the first month following the receipt by it hereof, a sum as specified by the by-laws of the Paper, Allied-Industrial, Chemical & Energy Workers International Union, AFL-CIO, and Local 5-369 for my current dues.

I also authorize and request Georgia-Pacific Corporation, Crossett - Paper, to deduct from my earnings one (1) initiation fee (if such initiation fee has not previously been paid by me).

This authorization shall continue in force, unless I am removed from the jurisdiction of this Union or unless I notify the Company and Union in writing by certified mail within the 15 day period immediately prior to each anniversary date of this contract or any renewal terms thereof, that I wish to cancel this authorization."

Signature

6:02 The Company will notify the Union promptly upon receipt of any notice of cancellation.

6:03 The Union shall acknowledge to the Company in writing, the receipt of all funds remitted to it. It is agreed that the sole obligation of the Company under this Section shall be to remit to the Union all sums actually deducted under the provisions hereof.

6:04 The Union agrees to indemnify and hold the Company harmless against any and all suits, claims, demands and other forms of liability by the Company's reliance on the provisions of this section.

SECTION 7

WAGES

7:01 A copy of the Company's basic hourly wage rate schedule for the years July 1, 2000, through June 30, 2006, is attached as Exhibit "A".

7:02 These rates shall remain in effect during the life of this agreement unless changed by subsequent provisions.

7:03 When major changes are made in the mill which create new jobs or change the duties of existing jobs substantially, Management representatives will meet with representatives of the Union and receive from them suggestions as to size of crews and appropriate rates of pay. If after discussions, satisfactory rates cannot be agreed upon, the Company will, within thirty (30) days of the first meeting to discuss such rates, set rates for the new or changed jobs. If requested by either party, the Company and Union will meet within sixty (60) days after the changed job is in

operation for further discussion on lines of progression, manning and rates of pay.

7:04 The rates established by management as set out above may be subject to further negotiations at the next contract negotiations in discussions apart from other adjustment discussions and any changes in rate agreed upon at that time shall be retroactive to the date of the establishment of the new job or the job changes which occasioned the adjustment.

7:05 An employee, who is permanently demoted as a result of changes which eliminate or combine jobs, will, for the first ninety (90) calendar days following his demotion, receive his permanent rate at the time of his demotion. For an additional 270 calendar days he will be classified on an adjusted hourly rate which shall be midway between his permanent rate at the time of his demotion and the rate of the permanent classification to which his seniority entitled him after all phases of the changes have been made. He will receive the adjusted rate for all hours worked on his new permanent classification until the completion of the 270 day period. Following this 360 calendar day period after the original permanent demotion he shall be paid the rate of the job on which he is employed.

7:06 In the administration of the shift differential, the following rules will apply.

- a) The differential applicable to the shift will be paid to bona fide shift workers working into another shift regardless of the number of hours worked.
- b) Any day worker required to work beyond his scheduled day shift, will receive the shift differential for all hours

worked beyond such day shift, provided such work is in excess of two hours.

- c) Shift differentials shall not be applicable in the calculation of payments to day workers for callout time.

7:07 A shift differential will be paid of:

\$0.25 for the 3:00 P.M. - 11:00 P.M. Shift

\$0.45 for the 11:00 P.M. - 7:00 A.M. Shift

Effective July 1, 2001, the premium will increase to \$0.27 for the 3:00 P.M. – 11:00 P.M. shift and \$0.47 for the 11:00 P.M. – 7:00 A.M. shift. Effective July 1, 2004, the premium will increase to \$0.28 for the 3:00 P.M. – 11:00 P.M. shift and \$0.49 for the 11:00 P.M. – 7:00 A.M. shift.

7:08 Employees temporarily assigned to work in other than their regular classification, shall receive their regular rate or the rate of the job to which assigned, whichever is higher for all hours worked on the temporary job.

SECTION 8

ADJUSTMENT OF GRIEVANCE

8:01 Nothing in this section shall prohibit the informal discussion and settlement of grievances and misunderstandings involving the interpretation and/or application of the specific terms of this agreement between an individual employee and his Supervisor. If so requested by the employee or the Union, a representative of the Union may be present at any such informal discussions. If the grievance has not been satisfactorily resolved on an informal basis, it shall be handled as follows:

STEP I

If the complaint is not settled informally, it shall be submitted in writing to the Supervisor by the aggrieved employee and/or his Union Representative within 15 days after the occurrence is made known. The Supervisor will meet and discuss the grievance with the aggrieved employee and/or his Union representative within five days after receipt of the written grievance. The Supervisor will give his written answer within three days, providing a copy to the chief steward and the local.

Grievances settled in Step I shall be on a non-precedent setting basis.

STEP II

If no settlement is reached in Step I, the grievance may be referred within 10 days following receipt of the Step I answer to the Department Superintendent/Manager. The Department Superintendent/Manager and/or his designees will meet with the Union Grievance Committee within five days and give his written answer within five days of the meeting, providing a copy to the chief steward and to the local.

STEP III

If no settlement is reached in Step II, the grievance may be referred within 10 days of receipt of the Step II answer to the next step. The Business Unit Manager or his designees will meet with the International Representative or his designees and the Union Grievance Committee within 30 days. One of the designees will normally be the Human Resources Manager. The Company will give a written answer within seven days of the Step III meeting.

8:02 The above procedure shall be followed in all grievance cases with the exception of a grievance arising out of a discharge. Such a grievance may be filed directly in Step III within 15 days of the day of the notification to the Union of the discharge. The grievance shall be handled thenceforth as provided in the regular grievance procedure.

8:03 Time limits specified in this section shall exclude Saturdays, Sundays and holidays specified in this agreement. Any time limit may be extended by mutual written agreement. Failure by the Union to timely advance a grievance shall result in it being resolved on the basis of the previous answer. Failure on the part of the Company to respond timely shall result in automatic advancement of the grievance to the next step.

8:04 The grievance will be discussed during working hours whenever possible, provided that the Committee shall be limited to three employees in addition to the aggrieved employee (for a grievance in the Third Step the Committee may include five executive officers, the Chief Steward and the aggrieved employee.) Additional employees may be brought into the meeting one at a time long enough to give information pertinent to the grievance. If it is necessary to have more employees present, as in the case of a departmental grievance, the grievance will be discussed at a time outside of working hours that is mutually agreeable to the Company and the Union Committee. Only those employees who are on duty will be paid while they are participating in the discussion of a grievance.

8:05 Local Union Executive Officers and Human Resources representatives may attend any Step II and Step III grievance meetings.

8:06 If the matter has not been satisfactorily settled by the Business Unit Manager and it is then the desire of either party, the matter shall be referred to arbitration within 30 days from the date of receipt of the Step III answer. If agreeable to both parties, mediation may be used prior to arbitration to resolve the grievance.

8:07 Upon receipt of notification from either party of their intent to arbitrate a grievance the parties will contact the Federal Mediation and Conciliation Service for a panel of seven arbitrators. The Company and Union shall alternately strike from the list until one arbitrator remains who will then hear the case at the arbitration level.

8:08 The parties hereto agree to limit all evidence to be submitted at any single arbitration hearing to that which may be properly presented within a period not to exceed two consecutive days. The Arbitrator shall render a decision within 30 days of the date of the hearing or the date of filing of post hearing briefs.

8:09 Written post hearing briefs may be filed by either party under the above procedure.

8:10 The following provisions apply to the arbitration procedure noted above:

The decision of the arbitrator shall be final and binding upon the Company, the International Union, the Local Union and the employees involved.

The 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 rate, but shall interpret and adjust grievances in accordance therewith.

The cost of the arbitrator shall be borne equally by the parties. The expenses and fees of others in attendance will be borne by the parties requesting their presence.

Grievances shall not be consolidated before a single arbitrator except by mutual agreement and where like issues, occurrences or actions are involved and the same sections of the contract are in dispute.

SECTION 9

CONTINUOUS OPERATION

9:01 During the term of this agreement, and while negotiations for any change in or renewal of this agreement are in progress (during which time the provisions of this agreement shall remain in full force and effect), the Company agrees that there shall be no lockout of the members of the Union and the Union agrees, during said period, not to cause or permit its members to cause and that none of its members shall take part in any sympathy strike, or strike of any kind or description whatsoever, walkout, or in other interference or stoppage, total or partial, of the Company's operations.

9:02 The Company agrees, however, that the Union, its officers, or agents shall not be liable in damages for strikes, sit downs, stoppages of work or any other acts of any nature that tend to interfere with production, unless the same shall be condoned, authorized or approved by the Union, its officers, or agents. The Union recognizes that any member who breaks this pledge subjects himself to immediate discharge or any other disciplinary measures deemed appropriate by the Company. In the event the threat of any interruption of work shall come to the Union's atten-

tion, it will endeavor to avert it and in the event of any interruption of work the Union shall forthwith do everything within its power to secure the immediate return of the employees to work.

SECTION 10

SENIORITY

10:01 For the purpose of this agreement there shall be three types of seniority - job seniority, department seniority and mill seniority:

1. Job seniority is defined as the length of service on a rate within a line of progression.
2. Department seniority is defined as the length of service in a department at the mill.
3. Mill seniority is defined as the length of service in the mill and facilities of the Company identified in this contract as Georgia-Pacific Corporation, Crossett Paper.

10:02 When an employee works on a job in a line of progression, he builds seniority simultaneously on all other jobs below his job in that line.

10:03 A new employee shall be on probation for a period of 90 days, after which he becomes a permanent employee, and his seniority standing shall date back to the first day of his last hiring.

10:04 Promotions, demotions, layoff (for lack of work) or rehires after layoffs (for lack of work) shall be made by management in accordance with job seniority and ability.

10:05 Under any provisions of the contract where employees are provided the right to return to their former permanent classification or the Company retains the right to return these employees, other employees transferred, promoted or set up as a result of the original promotion, transfer or set up shall similarly be returned.

10:06 Any employee who accepts a set-up to a higher job and holds that job for 90 working days cannot voluntarily return to his old job, but shall go to the bottom of the seniority list in that department, provided qualified replacements are available. The Company and the Union may mutually agree to exceptions to this paragraph.

10:07 The lines of progression as set out in this agreement are subject to change only upon mutual agreement between the Company and the Union, except for change in line of progression made necessary by the application of subsections 7:03 and 7:04.

SECTION 11

LAYOFF & RECALL

11:01 In the event of a curtailment of operations of 6 days or less for part or all of a shift operation, layoffs will occur by shifts on the job (s) affected. In such a lay off situation the senior employees displaced will bump any Utility Entry Level employee serving that line of progression with less seniority who is scheduled in the Utility Entry Level classification. In the event of a curtailment of operations for 7 days or more, layoffs will be made in lines of progression on the basis of job and department seniority.

In those areas when a partial shutdown of equipment occurs for 6 days or less the employees affected will bump back within the line of progression on the shift affected assuming they are qualified to perform the job they are bumping to. The employees remaining after the bump back will be allowed to bump UEL's across the department so that the most junior employees are laid off. In the case of the Tissue Mill (Tissue Machine Room, Tissue Converting and Tissue Shipping) the bump back for the first six days will be limited to the department in which the bump back occurs and not other departments within the Tissue Mill. This understanding carries with it the elimination of the concept of "permanent assigned UEL's" as outlined in the side agreement dated September 13, 1995.

When employees bump across departments and displace junior UEL's they will take all set ups that occur with the exception of those temporary/permanent or permanent vacancies that are known to be 28 days or longer. In the case of such vacancy the senior UEL displaced from the department in which the vacancy occurs will have the right to be recalled to the subject vacancy.

11:02 In the event of a layoff of 7 days or more, or when a lay off determined to be 6 days or less changes to 7 days or more, all affected employees will be placed in a pool for possible assignment throughout the mill. Such assignment will be made by seniority and qualifications; however, seniority will not be used to determine specific assignment but rather the order in which the pool is assigned. Assignments from this pool will be across the mill to displace the junior employees in the Utility Entry Level jobs within a department. Utility Entry Level employees set up to a classified job within a department schedule will not be displaced until the start of the next weekly schedule. In such circumstances

every effort will be made to place the senior displaced employees however, if that is not possible the junior employees in the pool will not be placed until the next weekly schedule. Those employees not assigned from this pool will be laid off.

Employees so assigned or laid off will be returned to their regular job and shift upon startup. If the employee is uncertain as to when to report back to their regular job and shift following such layoff or assignment it is their responsibility to contact the area clerk for return to work information.

11:03 In the case of layoff (for lack of work) any employee will retain his seniority provided he reports to the Company's Personnel Office each three (3) months either in person or by letter, and further provided that he indicates a desire to return to work within seven (7) calendar days of notification by the Company that his job is available, and further provided that he actually returns to work within 14 calendar days of receipt of such notice. Such notification will be sent by registered letter, return receipt requested, to the employee's last known address, and should the employee not report for work within the time limit set, the Company will assume the employee is not available for work and his name will be removed from the seniority list and his employment relationship with the Company terminated. The Union will be provided a copy of this notification when it is sent to the employee.

11:04 Any employee in a laid-off status will not be required to return to a job of known temporary nature to maintain his seniority as required above; nor will the Company be required to notify persons in laid-off status of temporary job openings; however, should a temporary job become permanent the proper laid-off employee will be notified.

11:05 If an employee, because of lack of work in his classification, is transferred to another classification, he shall be entitled to his original job upon reopening of the same.

SECTION 12

FILLING TEMPORARY VACANCIES

12:01 When it is necessary to fill a temporary vacancy of not more than 28 calendar days, the vacancy will be filled by setting up on the shift along established promotional lines. All vacancies occurring due to vacations shall be considered temporary. It is understood that when a shift set-up is made the utility (entry) level job may or may not be filled.

12:02 Overtime, occurring because a shift setup cannot be made and the vacancy must be filled, will be offered in the following manner:

STEP I

By offering the overtime to the scheduled employee who is working.

When there is more than one employee in the off going job classification; and the employee not being relieved declines the overtime, then the other employees in the classification will be offered the overtime in order of seniority.

All supervisors will be advised of our policy to make a reasonable effort to obtain relief for an employee unexpectedly held over from their scheduled shift, if they request relief.

STEP II

- A) 4-Shift Operation-
First - By calling in the scheduled employee who is on his off day.

Second - By calling in the scheduled employee who would be coming in on the following shift.
- B) 3-Shift Operation-

By calling in the scheduled employee not on shift.

STEP III

The temporary vacancy will be filled for the duration of that shift in any manner consistent with good management.

12:03 When it becomes known that a temporary vacancy will exceed 28 days, such a vacancy will be filled by a seniority setup effective the start of the next work week. Seniority setbacks will be made effective at the beginning of the next work week. It is intended that seniority promotions to fill temporary vacancies be for a minimum of 28 days unless the vacancy ends before then.

12:04 An employee called out to fill a job classification will occupy that classification and take setups from that classification regardless of his seniority standing on his regular shift.

12:05 An employee working on a seniority setup which deprives him of a scheduled sixth day or holiday within the work week may

exercise seniority once during the setup period to work a sixth (6th) day or holiday by displacing the junior employee filling his regular job.

An employee who is eligible to bump back for a sixth day may decline to work this sixth day, provided the department is properly notified by 9:00 a.m. the preceding Friday.

SECTION 13

PROMOTIONS

13:01 Employees accepting temporary promotions outside of the bargaining unit will not be limited to one promotion, except that employees will not be assigned to temporary supervisory positions for more than nine (9) months in any contract year. The time limits or provisions above may be extended or changed by written mutual agreement between the Company and the Union. It is understood that should the Company find it necessary, or the employee desire to return to his former job classification within the period above, he will return to the bargaining unit with fully protected seniority, including time spent outside the bargaining unit.

13:02 An employee promoted to fill a permanent vacancy in a supervisory classification will relinquish his seniority in Union represented classifications upon his promotion to fill such permanent vacancy.

13:03 Any employee whose seniority entitles him to a permanent promotion shall receive a trial period of up to ninety (90) days in which to demonstrate his ability.

13:04 Any employee who fails to demonstrate his ability to perform the work of the job classification to which he has been promoted during the trial period as set out above, shall, upon his request, be given one additional trial period up to 90 days, to demonstrate his ability under the promotion clause of this contract; however, such trial period shall not be given earlier than six months subsequent to the first failure to qualify. No further trial periods shall be given except upon the mutual agreement of the Company and the Union.

13:05 It is the policy of both the Company and the Union that employees in lines of progression are required to advance and are not permitted to freeze. Recognizing, however, that individual circumstances may be such that limited freezing of any employee would be desirable and not adversely affect the operations, written requests, for legitimate reason, to freeze will be given consideration to the extent that no more than one position in any classification may be frozen. Where it is not possible to grant a request to freeze, the Company and Union pledge their cooperation to reach an acceptable accommodation. Any request to freeze must have the approval of both the Company and the Local prior to being granted.

It will be mandatory that all temporary, temporary-permanent, and permanent setups be taken by all employees, or they will be superseded on the seniority roster by the employee who fills the vacancy.

SECTION 14

TRANSFERS

14:01 When the Company determines that there is a permanent opening on a starting job in any progression line in the mill to

which no one retains recall rights, such opening will be filled by the eligible employee according to the following transfer requirement:

1. To be eligible to request transfer, an employee must have a minimum of two year's continuous service in the department from which he seeks transfer.
2. Employees desiring to transfer to an opening must have completed an "application for transfer" form in advance of such opening (Forms are located in the Human Resources office). At the time of sign up, employees will receive the applicable qualifications. Request forms must be renewed in January of each year and become effective February 1st.
3. When an opening is filled, the Company will announce the eligible employee to fill the opening by posting notice on the Facility Building bulletin board. (Unless it is known in advance that the successful applicant will be absent in excess of sixty (60) days, the opening will be offered and held pending the employee's return. This period is not to exceed sixty (60) days.)
4. Following the posting of the eligible employee to fill the opening, there shall be a seven (7) day period in which the selection may be protested to the Human Resources Department.
5. If an employee selected to transfer to fill a job opening rejects the job, then the next most senior and eligible employee on the list will be selected to fill the job. In the

event of additional openings within the same department and within the same calendar year the senior employee (s) that rejected the job will not be eligible for transfer to the additional openings. An employee who rejects two transfers within a calendar year, to two separate departments may not be allowed to transfer to any other department within that same calendar year.

6. A copy of the applicant sign-up list and the selection for permanent opening in the mill will be furnished to the Local promptly. In cases where the senior applicant is not selected, the reasons will be attached.

14:02 Selection of the employee to fill the opening will be made on the basis of qualifications, ability to perform in accordance with job requirements, and mill seniority.

14:03 An employee transferring from one department to another shall have the right to transfer back to the department from which he originally transferred within twenty-eight (28) calendar days without loss of seniority, if, during that time, the Company or the employee has determined that he is not suited to the new line of endeavor. The Company may refuse to transfer an employee more than once in a 24 month period.

14:04 The employee's right to return to his previous job will be protected for a period of six (6) months from the date of transfer in the event he is permanently displaced from his new progression line due to a reduction in force. (This protection shall not apply to displacements of a known temporary nature. For such temporary displacements the transferred employee will be assigned extra work in keeping with our contractual provision with reference to assignment based on mill seniority.)

14:05 When management has introduced new or improved production methods or facilities, and these changes have resulted in permanent reduction of the work force, advance notice will be given to the Union committee. Insofar as possible, 30 days notice will be given. Efforts will be made jointly to place affected employees in mill jobs by seniority for which they are qualified. Job openings, may be, by agreement, designated for named employees who are listed as expected to be displaced by these changes. This provision will not apply to normal layoff.

SECTION 15

VACATIONS

15:01 All hourly paid employees who meet the following service requirements will be granted a vacation with pay as follows:

<u>Years of Continuous Service on Anniversary Date</u>	<u>Weeks of Vacation</u>
1	1
3	2
8	3
12	4
18	5
25	6

Effective January 1, 2001, for the purpose of this Section only, "Years of Continuous Service" shall include continuous service at other Georgia-Pacific Corporation facilities in Crossett, Arkansas immediately preceding the beginning of continuous service covered by this Agreement.

15:02 Vacation Pay:

Each week of eligible vacation shall be compensated at two percent (2%) of such employees total earnings during the previous calendar year, or forty (40) hours, whichever is greater.

15:03 Time lost, up to forty (40) hours per week, because of occupational injury shall be counted toward the fourteen hundred (1400) hour requirement during the first twelve months following the date of the injury. Employees working less than 1400 hours shall have their vacation pay prorated as a percentage of the 1400 hours. Employees who have worked less than 1400 hours during the previous year may take pay in lieu of all time off.

15:04 Employees having less than one year of service as of January 1 in a given year will receive two percent (2%) of their previous partial years earnings in lieu of vacation on their first anniversary date. If the employee has worked at least 1400 hours in the partial year he may request up to one week off.

15:05 Vacations are not cumulative and shall be scheduled to conform to operating requirements, the desires of the employees being met where practical. However, the Company reserves the right to rearrange a vacation schedule at any time and may select any period during the year and shut down all plant operations for the taking of vacations.

15:06 Insofar as possible, vacation schedules for the following year will be prepared, during the last two months of the year, with preference being given to senior employees, subject to departmental ground rules.

15:07 If desired, an employee may draw his vacation pay on the last payday prior to the beginning of the vacation period.

15:08 Employees, eligible for paid vacation and who are entitled to more than one week of vacation, may convert any of the additional weeks (in whole weeks only) into pay in lieu of vacation; or they can choose to roll any of these weeks into the Savings Plan, and the Company will match up to the maximum designated in the Plan.

15:09 Anyone leaving the employ of the Company will receive *accumulated vacation pay*.

15:10 Employees with one year or more of continuous employment as of January 1 and who, during the calendar year, become eligible for additional vacation time and pay, as set forth in 15:01 and 15:02 above, shall become eligible for the additional vacation time and pay on January 1 of that year.

15:11 The following items will be uniform throughout the plant related to vacations:

1. Vacations will be scheduled on a departmental basis with vacation scheduling and bumping periods in November and December of each year.
2. Departmental seniority will be used for bumping so that vacations are handled uniformly.
3. Advance notice is required for normal vacations in order to schedule proper relief however, the Company recognizes that from time to time a situation may arise that can

be neither anticipated nor planned by the employee. In such cases the request for and reasons for requesting an emergency vacation will be considered by supervision. Withholding approval for an emergency vacation will not be made arbitrarily but will be based on operating needs and the reasons for the vacation.

4. The procedures for filling vacation slots that were scheduled but subsequently canceled will be on first come, first serve basis.
5. Except in an emergency, employees properly scheduled vacation will not be changed because of a setup or a move originated by the Company. Changes when required will be discussed with the employee before implemented.

15:12 The following items may vary between departments as they relate to vacations:

1. How many consecutive weeks an employee can take and when.

Example: Can take unlimited consecutive weeks except during June, July, August, and in certain hunting seasons. In June, July, August and certain hunting seasons can only schedule one week until after bumping deadline.

2. Deadline for all vacations to be scheduled by employee or will be scheduled by the Company.

Example: In lines with fewer vacations, deadlines can be later in the year. In lines with a large number of vacations, must schedule all earlier to ensure that everyone gets a vacation. The sooner vacations are scheduled the quicker replacement preparation can be done.

3. The 70% formula will provide for the department's minimum number to be on vacation. The 70% formula is shown below:

In figuring the proper percentage allowed off on vacation, multiply the number of employees presently allowed off at a time by the number of weeks in the year when vacations are allowed (52). This number is then divided into the total weeks of vacation eligibility within the department or line of progression. If the figure shown exceeds 70%, an additional employee should be allowed off.

This formula excludes personal holiday weeks.

15:13 If the final week of an employee's earned vacation is scheduled to begin prior to January 1st, the employee will be permitted to schedule for the requested week even though it would be completed after January 1st and hence after another vacation has been earned.

SECTION 16

PAID HOLIDAYS

16:01 Each hourly paid employee shall be paid a holiday allowance of eight (8) hours pay at his regular basic straight time hourly

rate for each of the 13 personal holidays, provided he shall have completed his probationary period before the holiday and since his last hiring. He shall have worked, unless absent for a justifiable cause, all hours for which he had been regularly scheduled or required to work on the holiday and during the twenty-four (24) hour period immediately preceding and the twenty-four (24) period immediately following such personal holidays. Subject to the above, employees whose regularly scheduled work day is other than eight (8) hours will receive holiday pay at their straight time hourly rate for the number of hours in their regularly scheduled work day.

Two (2) weeks of five (5) personal holidays to be observed during the contract year scheduled like vacation however paid as holidays.

Three (3) personal holidays scheduled according to 16:02.

Note: Employees may choose to roll any or all holidays into the Savings Plan, and the Company will match up to the maximum designated in the Plan.

16:02 An employee may observe the three (3) personal holidays as described in 16:01 above in units of one, two, or three holidays at a time subject to the following:

- a) 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.

- b) Employees, at their request, may count any personal holidays for which they are eligible, against periods of *layoff for lack of work or illness* and receive holiday pay.

16:03 During the calendar year in which an employee completes his probationary period the 13 holidays will be prorated based on *the number of months in the year worked by the employee.*

16:04 As of January 1, 2001, production employees will be permitted to observe five (5) personal holidays (in addition to the three (3) specified in Section 16: 02 of the Labor Agreement) as individual days, subject to the term of Section 16:02.

If an employee chooses to observe these additional five (5) days one day at a time they must declare that desire by January 1 of each year. Furthermore, the total eight (8) days must be taken during the first nine months of the year. Should an employee decide not to exercise this eight option they may continue to take the three (3) days throughout the year based on the guidelines established in the labor agreement.

If an employee chooses to observe the additional five (5) days one day at a time, they will not be allowed to count any of such five (5) days against time absent from work due to illness.

SECTION 17

MANAGEMENT

17:01 The management of the Company and the direction of the working force, including, but not limited to, the right to plan, direct and control plant operations, hire, promote (in accordance with Section 8 and Section 10), *suspend, discipline or discharge*

for proper cause to relieve employees from duties because of lack of work or for other legitimate reasons, and the right to introduce new or improved production methods or facilities is vested exclusively in the Company, provided that this will not be used for the purpose of discriminating against employees because of membership or activities on behalf of the Union.

17:02 These exclusive rights shall not be used in contravention of the collective bargaining rights of the Union as set forth in this agreement and granted by law, nor shall they be used to infringe upon any employee rights provided in this Agreement.

17:03 Mill Site Contracting. The Company recognizes that the regular Maintenance employees are assigned to perform maintenance in the plant and agrees that it will not implement any program designed to eliminate regular maintenance employees and substitute contract maintenance within the plant.

The Union recognizes that certain sub-contracting can be done which does not adversely affect the basic security of the regular maintenance employees. It is agreed that the Company shall have the right to engage independent contractors to perform new construction and replacement or modification of existing facilities if they so desire.

Maintenance work, as distinguished from new construction, and major reconstruction will not be contracted provided the Company has enough regular employees in its Maintenance Department who have the required skills to do the job in time to meet the Company's needs and have the equipment necessary to perform the work.

Prior to engaging an independent contractor to perform maintenance work in the mill except in case of emergency, the Company will notify the Union and will outline the nature of the projects in a discussion with the Union. This discussion will be limited to three members from the Union and three members from the Company. The Union will be given an opportunity to make suggestions regarding the work performed. Disagreements relative to the application of this section may immediately be appealed to the third step of the grievance procedure.

SECTION 18

SEVERANCE PAY

18:01

1. Employees with one year or more of service will be eligible for severance pay when they are laid off because a job has been discontinued in their line of progression.
2. The employee will not be required to accept work in any other part of the mill if his job is permanently discontinued. The employee must notify the Human Resources Department of his decision to accept severance pay rather than continued employment. The employee may make his decision with regard to severance pay as early as 15 days after the Company formally announces the discontinuance of the job, but not later than 15 days following permanent discontinuance of the job.
3. A laid off employee entitled to severance pay will be paid two percent (2%) 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.

4. 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 canceled.
5. 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.
6. 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. He will begin accumulating again a new period of time which will, in addition, be credited toward any future layoff.

SECTION 19

LEAVES OF ABSENCE

19:01 An authorized leave of absence for a period of less than six (6) months absence from work due to injury or serious illness for any period of time, or absence from work in accordance with 19:11 and 19:12 shall not interrupt an employee's period of continuous employment; however, continuous employment is terminated by discharge or resignation.

19:02 During an employee's authorized leave of absence the Company will for the first 30 days of such authorized leave, make its regular contribution to the employee's group insurance program, and will pay holiday pay for any paid holiday occurring during the first thirty (30) day period.

19:03 Jury Duty - An employee covered by this agreement who shall serve on a jury for the Federal Government or State or County shall be given leave of absence for the duration of such service and shall be paid by the Company for each day which he serves on said jury a sum equivalent to the difference between his regular straight time earnings if employed by the Company and his jury fees. No pay will be received for jury duty if such duty is performed on hours in which the employee is not scheduled to work. The provisions for jury duty shall also apply to any employee who is involuntarily subpoenaed as a witness (not a party to the action) and shall be limited to the one day (or days) on which the witness appearance was made.

19:04 If an employee working the 3-11 shift is released by the court by 10:00 A.M. he shall be expected to report and work his regularly scheduled shift. If released after 10:00 A.M., he shall not be required to work his scheduled shift that day.

19:05 An employee working the 11-7 shift shall not be required to work his scheduled shift immediately prior to his first morning of jury duty. If the employee is released by the court by 12:00 noon and is not scheduled for jury duty the following day, he shall be required to work his scheduled shift that night. It will be the employee's responsibility to notify the Company of his release.

19:06 Hours paid for any excused 11-7 shift prior to jury duty or for jury duty will not be counted in computing overtime.

19:07 Employees off the job for extended periods due to non-occupational illness or injury will be removed from the payroll at the end of 26 weeks and will be entitled to no benefits under this contract but upon return to active employment will have their seniority restored in its entirety.

19:08 For the purpose of accumulating seniority rights only, a leave of absence for non-occupational illnesses or injuries can be extended to three years.

19:09 Funeral Leave - When an employee is required to be absent as a result of a death in his immediate family, he will be reimbursed for losses in wages at straight time hourly rate up to a maximum of three (3) consecutive days, one of which must be the day of the funeral. The immediate family shall include spouse, children, father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, great-grandparents, grandchildren, and step-children, if a legal dependent of the employee. Grandparents and grandchildren of the employee's spouse shall be considered as members of the employees immediate family.

19:10 The Company will excuse, without pay, employees asked to serve as pallbearers.

19:11 Personal Leave - On thirty (30) days written application, the Company will grant a leave of absence not to exceed two (2) weeks without pay, provided that such an absence will not, in the discretion of the Company, interfere with production and operations.

19:12 Union Leave - Reasonable leave of absence, without pay, will be granted employees upon request by the Union to attend Union business.

19:13 At the request of the International Union or Local, a leave of absence of up to two (2) years will be granted to an employee to work for PACE. This approval will only be given to one employee at a time and his seniority and retirement rights will be protected. If desired, he will continue to be eligible for group insurance during this period, providing he pays the entire premium. Such leave may be extended for one year periods upon mutual agreement between the parties. Seniority will accrue during such leave.

19:14 Military - Employees entering the armed forces of the United States shall be re-employed in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act.

19:15 Employees who are members of the National Guard or military reserve unit of the United States, and are required to attend field training exercises and/or respond to civil disorders, as a member of an organized unit, shall be granted an unpaid leave of absence for this purpose.

Employees called to an authorized Civil Defense Rescue emergency may be granted an unpaid leave of absence for the length of the emergency.

19:16 Public Office - Employees being elected to public office shall upon request be granted a leave of absence without pay to serve in such capacity for one term. Seniority shall be retained but shall not accrue during such leave of absence.

SECTION 20

OVERTIME & PREMIUM PAY

20:01 Overtime will be paid at the rate of time and one-half for the examples cited below. However, there will be no pyramiding of overtime in regard to any section of this entire agreement. Therefore, no hours will be used more than once for purpose of calculating overtime or computing premium pay.

1. When an employee works in excess of eight (8) hours within a 24-hour period beginning with the start of his scheduled or designated shift, or in excess of 40 hours within a scheduled work week, but not for both.
2. Any hours paid, but not worked, will not count toward overtime computation, except when a holiday falls on an employee's regularly scheduled work day, those hours not worked will count toward the 40 hours.
3. When an employee works the sixth day of a scheduled six-day week, provided all other scheduled hours within the work week are worked.
4. When an employee works in excess of 2 hours and 40 minutes on a callout. It is understood and agreed, however, that call time will stand alone and will offset against all overtime and premium payments.
5. The callout pay provision will apply when an employee is called out after he has left the millyard. It will also apply when an employee is required to work at a time when the hours worked are not continuous with his normal sched-

uled shift (this does not apply when an employee's schedule is changed).

Call-out time does not apply to any employee who has not left the millyard. Neither does this regulation apply to any employee who is held over at the end of a designated shift nor who reports early in accordance with instructions given him before leaving the mill on his last shift.

An employee on a callout usually will be allowed to leave after the work, for which he was called, has been completed. However, such employee may be required to do work of an emergency nature which cannot be postponed and which developed after the employee was called. In such an emergency, the employee will be paid an additional callout for each emergency assignment. This does not apply to a callout due to a major outage, general shut-down, or to fill a vacancy.

If the hours worked during such a call, in addition to the hours worked by him during the balance of this work day, exceed eight (8) hours in aggregate total for the work day, he shall be paid according to either the callout time regulations or the overtime regulation, whichever will net him the most compensation.

6. No employee will be entitled to or required to work more than 17 hours in any 24-hour period. Should work be performed after seventeen (17) hours, it will be paid at double time.

20:02 Reporting Time - Employees reporting for work on their regular shifts shall be entitled to no less than two (2) hours pay or four (4) hours work except in the case of storms, floods, accidents, power breakdowns and other causes beyond the control of the Company. Employees shall be considered as scheduled unless notified within two (2) hours prior to the beginning of their next regular shift or by notice posted in the Clock Hall at least eighteen (18) hours before the start of such shift. An employee without a telephone shall be considered as having been notified when a message is left with his phone number of record.

In the event an employee's normal job is shut down after the employee has reported for work, the employee may be assigned other work or be excused for the balance of the shift.

20:03 In keeping with the policy of not paying for time not worked, make-up time for time lost due to errors in lieu of pay for time not worked will be offered. This make-up time will be in the form of training, safety, or other activities not normally associated with overtime.

20:04 Wages for overtime work shall be computed in accordance with the provisions of the Fair Labor Standards Act of 1938, and all amendments thereto, or as provided above, whichever is greater, but not for both.

20:05 Shift workers may work over eight (8) hours in a 24-hour period, if due to a shutdown, either partial or total, they will work 40 hours or less on their regular shift for that week. They must have prior consent of their supervisor and waive daily overtime in writing on a form provided for that purpose.

20:06 An employee scheduled for more than 8 hours may give away his overtime to the senior qualified employee(s) as long as it does not create additional cost for the Company. If the employee is unable to find a volunteer he will be obligated to work the overtime as scheduled. The employee taking the overtime must be approved by the supervisor as to his qualifications and seniority. The Company will not be held liable for any grievance that results from this process.

SECTION 21

STARTING & STOPPING OF WORK

21:01 A shift worker is an employee engaged in an occupation, the services of which are required for more than one shift (or tour) per day.

The normal working hours for shift workers (on both three (3) and four (4) shift operations) will be as follows:

7 A.M. - 3 P.M.

3 P.M. - 11 P.M.

11 P.M. - 7 A.M.

21:02 A day worker is any employee engaged in an occupation, the services of which are not required for more than one shift (or tour) per day.

21:03 Nothing in the agreement shall be construed as a guarantee of eight (8) hours per day or forty (40) hours per week.

21:04 Work schedules for a week will be posted by 1:00 P.M. the preceding Friday. Changes in an employee's schedule may

be made to meet production or maintenance requirements. When an employee is so re-scheduled, he will not be re-scheduled to work fewer hours or fewer days than his earlier schedule except when his job is not available.

21:05 An employee will not be subject to loss of time to keep within the established work week regulations as a result of working overtime or call time.

21:06 The work week for day workers will consist of five (5) days with it being understood that scheduled days off will be consecutive.

21:07 Day workers are required to be at their stations ready for work at the commencement of their hour scheduled, and shall remain at their stations until termination of the hour scheduled. For day maintenance workers the hour scheduled being interpreted as a maximum of 10 minutes before scheduled quitting time.

21:08 When a shift begins, each shift worker is required to be in his place. At the end of the shift no shift worker shall leave his place to wash and dress until his relief has taken over the responsibility of the position. If a shift worker does not report for his regular shift, his mate shall notify the supervisor in charge. He then shall remain at his post until a substitute has been secured and if necessary shall work an extra shift. A shift worker relieved by his mate after the contractual start time of the shift may choose to work the remainder of the shift and in so doing send his relief home. In such case the employee being sent home will not be eligible for any reporting pay or any other pay for the shift in question.

21:09 An employee unable to report for work on schedule must notify his supervisor or his department at least two hours before commencement of his next regular shift in each case of anticipated absence.

21:10 An employee off work due to an injury or illness covered under Accident & Sickness benefits must report to the Human Resource Office prior to returning to work. An employee off work due to an industrial injury or illness must report to the Safety Department prior to returning to work. In both cases the employee must report to the respective department by 9:00 a.m. on Friday before the start of the new week on Sunday. When the employee reports as outlined above he will then be allowed to come back on his first scheduled shift of the new week except as outlined in 21:18 and 21:19 below.

21:11 After reporting as required in 21:10 the employee must notify the supervisor or scheduler on duty in his department no later than 10:00 a.m. on Friday before the start of the new week on Sunday. If the employee fails to notify the supervisor or scheduler he will not be allowed to come back into his regular job until such time as it can be arranged so that the employees who are in temporary setups due to the vacancy he caused will not have to lose any time. An employee who misses this notification deadline and wishes to return may do so but in the bottom job in the department at the rate of the job they are performing.

21:12 If an employee has been absent from work more than one day he shall before returning to work during that same work week, give the supervisor on duty as much advance notice as is reasonably possible, but in no case shall this notice be given later than 1:00 P.M. on the day before the day on which he intends to return to work.

21:13 The following guidelines shall be followed should an error be found in a posted schedule:

1. If a scheduling error is discovered prior to the schedule going into effect (7:00 a.m. Sunday) and in time to notify all involved employees, and employees are so notified, corrections shall be made in the schedule.
2. Scheduling errors, involving seniority matters which can be corrected before the senior employee is denied work to which he is entitled because of the error, will be corrected.
3. If the above conditions are not present, the original schedule shall stand. The person effected will be given an opportunity to work.

The above procedures do not apply to permanent employees set back and scheduled in a department other than their home department.

21:14 No employee shall leave his job during working hours without permission of his supervisor unless required to do so in the line of duty.

21:15 Employees shall not enter the mill yard more than thirty (30) minutes before their tour of duty begins or leave the mill yard more than thirty (30) minutes after their tour of duty ends. Tour workers coming off shift may leave the mill yard early provided they have been relieved as per section 21:08.

21:16 An employee arriving late at his work station shall report to his department supervisor before starting work.

21:17 Except when reporting for work, employees who are off duty are forbidden to enter the plant without first securing a pass.

21:18 Any employee who is absent from work due to sickness or injury for five days or more must report through the Human Resources Department. Such employee may be required to be examined by a Company physician before reporting for duty. In the event of such examination being required the Company will notify the Union immediately of its' decision and keep the Union informed concerning the timely scheduling of the examination and returning the employee to work. If such examination confirms the employee's ability to return to work, the Company will make the employee whole for lost wages from the time of his first scheduled work day following the initial report to work. The Company may require a medical examination of any employee at any time and take such action as the circumstances warrant to properly protect other employees against contagious disease.

21:19 When the Company requires an employee to be re-examined by a physician for any reason, the Company will pay for such examination. If the location of the physician is in excess of forty (40) miles from Crossett, the employee will be reimbursed for travel expenses at the rate of twenty cents per mile.

21:20 When an employee is on vacation the Company shall not be liable for any loss that an employee may suffer due to failure to check and determine the proper shift to meet on returning to work.

SECTION 22

ASSIGNMENT FLEXIBILITY CONCEPT

22:01 The assignment flexibility concept is designed to improve the efficiency of Crossett Paper Operations thereby improving productivity and protecting the job security of all employees.

While not all inclusive, the elements of this concept are explained below and supersedes any rule, commitment, understanding, practice etc., that may have existed in the past or as may be contained elsewhere in the agreement.

In order to achieve efficiency of operations, employees may perform duties outside of their traditional job duties from time to time as operating conditions warrant. It is not the intent or purpose of this concept to destroy traditional job duties or job classifications as they appear in the agreement. Instead, it is the intent of the parties that employees cooperate and work in harmony for advancement of this concept looking forward to a productive, efficient and profitable operation.

The stated objectives of the concept are as follows:

- 1) Employees may from time to time be assigned to assist other employees within their line of progression department or other departments as operating conditions warrant. These assignments shall be made on the basis of what is the most efficient way to accomplish the work.
- 2) Maintenance employees will be expected to assist production employees and vice versa. Operating or production employees will perform adjustments and repairs, and other work which they are qualified to perform. It is not the intent to make trained mechanics out of production employees, but rather to have production employees to fully utilize their own capabilities and concentrate the skills of maintenance mechanics where their skills are most needed. In the application of the above, it is understood that the employee must be able to perform the work safely.

- 3) Vacancies will be filled only when deemed necessary by supervision, except that the determination of whether or not to fill the vacancy shall not be made in an arbitrary or capricious manner. All classified operational jobs above utility (including those with multiple incumbents) will be scheduled prior to the start of each work week.
- 4) Assignments outside of departments will be confined within the operating areas listed below:
 - a) Tissue Mill - includes Tissue Machine Room, Tissue Converting and Tissue Shipping
 - b) Woodyard, Pulp Mill/Bleach Plant, #1 Mill and Board Mill
 - c) Power and Steam, and Recovery

(Technical Department employees are part of the operating area to which they are assigned. General Service employees shall be assigned on a mill wide basis. Utility employees may be assigned to any area.)

- 5) This concept will not effect the bargaining unit description, or the union representative of particular work, classifications, or employees. There is no intent to combine classifications from different bargaining units.

SECTION 23

MASTERCRAFT RECOGNITION

23:01 The assignment of work will be on a MASTERCRAFT concept; wherein, each Journeyman shall be recognized as a

MASTERCRAFT Journeyman in a particular craft and will perform work across craft lines, within his ability for a maximum degree of flexibility. Under this concept, work will be assigned across craft lines in the most efficient manner.

23:02 The Company and its employees mutually agree to make their best good-faith effort to implement the concepts of the **MASTERCRAFT** program. Journeymen and apprentices will be expected to expand their skills and abilities through job training, including but not limited to, work assignments, seminars and other training activities.

SECTION 24

SAFETY

24:01 No employee will be allowed to work alone under hazardous conditions. The Company will insure that an observer is immediately available when an employee is required to perform work under hazardous conditions.

24:02 Employees are to comply with all safety rules. The posting of any such rules and regulations on the bulletin boards in the various departments in the plant will be taken as a special and personal notice to said employee.

24:03 Any employee, who must wear corrective glasses while performing his job and will furnish the Company with his prescription, will be furnished safety glasses ground to his prescription at no cost to him, and these will be the glasses he will wear at work. These glasses will be the property of the employee and will be replaced only when damaged beyond repair on the job through no fault of the employee and as verified by supervision. Unless

broken or damaged the cost to the Company shall be capped at \$100.00 every year.

24:04 The Company is committed to providing a safe workplace for all employees. It is in the interest of the employees, the Company, the Union and the community that the Crossett facilities remain free from employees reporting for work or working under the influence of illegal drugs, controlled substances or alcohol. Acknowledging the need for action, the following alcohol and drug testing program will apply:

1. In the event the Company has reasonable cause to believe that an employee is under the influence of alcohol or a controlled substance, the Company may request that the employee submit to an alcohol and/or drug screen test at the Company's expense. If the employee refuses to take the test or, having taken the test registers a positive finding the employee shall be subject to immediate discharge.
2. The above tests shall be administered at an approved facility. The sample shall be put in a sealed container to be signed by the employee. This sample shall then be sent to the approved facility to be tested. The results of the test shall be kept confidential.
3. In the event the Company requests that an employee submit to breath, blood and/or urine tests (or other medically recognized tests for detecting alcohol or controlled substance use) and the employee chooses not to submit to such test or tests, then reasonable cause shall automatically exist to believe that the employee was under the influence and just cause shall exist for immediate discharge.

4. If an employee submits to a test and the test results do not indicate drug abuse or that the employee was under the influence of alcohol, the employee shall receive no discipline under this provision.
5. The Company shall pay the cost of all drug and alcohol tests.
6. Causing or contributing to an accident, or an incident that nearly results in an accident, or damage to Company equipment or products, shall automatically be considered reasonable cause to invoke immediate testing.

The Company will establish a "zero tolerance" random drug testing program for all Company employees at the Crossett facility. At least 60 days prior to implementation, the Company will review all aspects with the Union and notify all employees of the plan's effective date. An Employee Assistance Program will be available during such notice period.

Elements of the plan will include:

1. An employee assistance plan, available to employees who seek assistance prior to being notified of their selection for testing.
2. A Medical Review Officer review of all positive results.
3. Random testing procedure.
4. Continued use of "for cause" and post accident testing.
5. Discharge for a positive test result. However, during the first twelve months following implementation of the program, for the first positive test result, the employee will be referred to the EAP and offered a Last Chance Agreement that provides for follow-up testing at times and frequency as determined by Management for a two year period. A second positive test will result in discharge.

Failure to take a test as reasonably designated by Management would be considered a positive test result.

SECTION 25

OCCUPATIONAL INJURIES

25:01 An employee injured during his tour of work will be paid eight hours, (time worked plus time allowed) when, in the opinion of an examining physician, the employee is unable to return to his job on the day on which the injury occurred.

25:02 When an employee requires out-of-town hospitalization as a result of an occupational injury, limited expenses of the employee's spouse will be paid by the Company when the presence of the spouse is needed at the site of the hospital.

25:03 When an employee suffers an occupational injury of such severity as to become eligible for Worker's Compensation payments, the Company will augment the weekly payments to the amount the employee would have received under group insurance benefits for the same duration of time he would have received such insurance benefits if the injury had been of non-occupational origin.

SECTION 26

TOOLS & CLOTHING

26:01 On each contract anniversary date, the Company shall pay each regular employee an allowance of \$85.00. Effective July 1, 2001 the allowance will increase to \$95.00. This allowance is to be used for safety shoes, gloves, clothing, and other personal property that is damaged or destroyed in the course of employ-

ment. The Company will provide such items as welding gloves, rubber boots, rain suits, coveralls, and other specialty equipment when the work being done requires it, but reserves the right to implement such administrative procedures as necessary to control costs.

26:02 Each January 1st the Company shall provide to each regular active maintenance mechanic on the payroll a \$75.00 tool credit per year. Effective January 1, 2001, the credit will increase to \$80.00. Effective January 1, 2004, the credit will increase to \$85.00. Such credit shall not be accumulative and will be lost if not used during the year. This credit may be used at any supplier named by the Company for the purpose of tool replacement. The Company will furnish a tool list for replacement.

SECTION 27

GROUP INSURANCE BENEFITS

27:01 Group Insurance booklets which explain the plan in detail, will be furnished to each employee covered by this Labor Agreement.

SECTION 28

RETIREMENT

28:01 The Company has an Employee's Retirement Plan, as described in the Booklet, "Your Retirement Plan," which is available to all employees covered by this agreement subject to the terms and conditions contained in the Plan.

SECTION 29

SHIFT SWAP

29:01 The swapping of shifts is discouraged. This practice disrupts normal work schedules and interferes with crew efficiency. However, employees may exchange shifts or work a double shift providing they have prior consent of their supervisor. The hours exchanged or worked must be worked back within the same work week and the right to overtime on the hours involved will be waived under any provision of this agreement. This waiver will be in writing on a form provided and signed by both employees concerned. Denial of a shift swap may be immediately appealed to the department superintendent.

29:02 On temporary (one shift only or a full week) shift swaps, employees will exchange seniority standing as well as exchanging shifts. In granting of permission to swap shifts, permission will be governed by the qualifications of the employees involved. In swapping shifts, the employee will draw the rate of the job which he is performing.

SECTION 30

TRAINING

30:01 Employees set up on shift to train will be utilized consistent with the provisions of the Labor Agreement.

SECTION 31

MILL RULES & DISCIPLINE

31:01 The Company Mill Rules are set forth in Section 32:04 below. It is understood and agreed that these rules may from

time to time be revised or supplemented; the Company, however, agrees that rules subsequently passed shall not conflict with the tenor or provisions of this agreement:

31:02 A reprimand report for a minor offense will not be used against an employee if he has not received a reprimand for the same offense in the succeeding period of six months. Reprimands given in conjunction with absenteeism will be retained for one year. All reprimands shall be considered minor in nature unless they are given in conjunction with disciplinary lay-off or discharge, or indicate that they are being given in lieu of such disciplinary action or discharge.

31:03 Any employee discharged shall, upon request, receive a full and complete reason, or reasons, in writing, for such discharge, and shall also be furnished, upon request, a statement in writing that he is no longer connected with the Company.

31:04 Any willful, wanton, or repeated violation of these rules shall be cause for immediate discharge:

1. Bringing intoxicants and/or controlled substances into or consuming intoxicants or controlled substances on the plant premises, or reporting for duty under the influence of liquor or controlled substances.
2. Insubordination.
3. Smoking while on duty or on plant premises (within forbidden areas).
4. Deliberate destruction or unauthorized removal of Company's or another Employee's property.

It is the management's or its representative's privilege to examine the contents of any and all packages and bundles being taken into or out of the plant by any employee.

5. Neglect of duty.
6. Failure to maintain established performance standards.
7. Sabotage.
8. Disorderly conduct, including fighting in plant or on plant premises.
9. Dishonesty.
10. Sleeping on duty.
11. Participation in or originating practical jokes or pranks which might result in serious accident.
12. Giving or taking a bribe of any nature as an inducement to obtaining work or retaining a position.
13. Reading of books, magazines or newspapers while on duty except where required in the line of duty.
14. Habitual absence from work, without permission or explanation acceptable to the supervisor
15. Racial slurs, name calling, derogatory statements and other types of threatening, harassing and intimidating actions, remarks or comments by employees toward other employees will not be tolerated in this mill.

16. Refusal to comply with Company rules provided that such rules have been posted in conspicuous places where they can be read by all employees.

31:05 It is the policy of the Company to apply employee discipline only for just and proper cause when necessary to correct unacceptable conduct. The goal of discipline is not to punish the employee but rather a positive effort to help the employee to recognize and solve the problem, for the benefit of everyone.

The Company disciplines an employee when the standards of orderly operations are violated. These established standards of conduct are found in our work rules, safety rules, labor agreement and in normal standards of conduct expected of employees and when these standards are breached, the Company has the responsibility to correct the situation.

Disciplinary action will not result from an employee following contradictory instructions given by more than one supervisor. The progressive steps in disciplinary action will be: (The variation shown in paragraph C below applies to discipline for safety violations.)

- A. First Offense-Oral Reprimand
- B. Second Offense-Written Reprimand
- C. Third Offense-Written Reprimand with Layoff (Safety Variation: Time off in lieu of discharge or the employee shall attend their department shift safety meetings. The purpose of attending these safety meetings is for the employee to share their learnings from being involved in the safety violation and what actions are appropriate for an employee in similar situations. The decision to take time off without pay or attend safety meetings is the

employee's decision. The obligation to attend safety meetings, as the selected option, must be completed within two months of selecting the option or the discipline automatically reverts to time off without pay. The discipline under this safety variation will be removed from the employee's record if he does not violate a safety rule within 24 months from the date of the offense for which the discipline was imposed.)

D. Fourth Offense-Termination

With respect to safety violations, management has the right, based on the severity of the infraction, to forego the steps of progressive discipline and accelerate the disciplinary step to any of those listed above. The acceleration of discipline for other violations is governed by Section 31:04. The Union reserves the right to grieve the reasonableness of any discipline that is imposed. A copy of all documented disciplinary action will be provided to the Union on a timely basis.

SECTION 32

MISCELLANEOUS

32:01 The Company will furnish bulletin boards upon which the Union may post official papers, documents, and notices referring to Union business.

32:02 The Company reserves the right to change to a bi-weekly payroll (every 2 weeks), with pay periods ending with Sunday and pay days on Friday and to make payment in the form of direct deposit. If direct deposit is implemented, the Company will continue mail delivery of paychecks to the homes of any employees who do not elect direct deposit. Thirty (30) days advance notice will be given prior to the exercise of this option.

SECTION 33

SCOPE OF AGREEMENT

33:01 This Agreement represents the complete and total Agreement between the parties as of its effective date and supersedes all previous Agreements, understandings, practices and customs, whether written or oral; and there shall be no other agreements, understandings, practices or customs unless, subsequent to the effective date of this Agreement, they are put in writing and signed by the parties. No agreements, understandings, practices or customs, whether written or oral, made prior to the effective date of this Agreement, shall be binding on the parties unless they have been expressly incorporated, in writing, into this Agreement.

33:02 In the event any of the provisions of this agreement may conflict with State or Federal statutes now existing or subsequently enacted or with legal executive orders or regulations or applicable court decisions, the requirements of law shall overrule such provisions of this Agreement, it being the intent thereof that neither the Company nor the Union may insist upon the observance of any provision hereof where the other party to the agreement is obligated by law to adopt a course in conflict with this agreement. The remaining provisions of this agreement not affected thereby will remain in full force and effect.

SECTION 34

CHANGE OR MODIFICATION OF AGREEMENT

34:01 This agreement shall be in effect July 1, 2000, and shall remain in effect through June 30, 2006, and from year to year thereafter, unless terminated in accordance with the provisions in Section 35, below.

34:02 If either party shall desire to change any provisions of the agreement, it shall give written notice of such desire to the other party at least sixty (60) days in advance of any anniversary.

34:03 The giving of notice provided in the subsection above shall constitute an obligation upon both parties to negotiate in good faith all questions at issue, with the intent of reaching written agreement prior to the anniversary date.

34:04 If the parties have not reached agreement on or before the anniversary date, all the provisions of the agreement shall remain in effect unless specifically terminated in accordance with the provisions of Section 35, below.

SECTION 35

TERMINATION OF AGREEMENT

35:01 At any time after the expiration date, if no agreement on the question at issue has been reached, either party may give written notice to the other party of intent to terminate the agreement in (not less than) ten (10) days. All the provisions of the agreement shall remain in full force and effect until the specified time has elapsed. During this period, attempts to reach an agreement shall be continued.

35:02 In the event that parties fail to resolve their differences within the specified time, all obligations under this agreement are automatically canceled at the expiration thereof. Provided, however, that nothing in the foregoing shall take away the right of the parties to mutually agree to a written extension of this agreement.

Approved and accepted this 14TH day of SEPTEMBER, 2001.

GEORGIA-PACIFIC CORPORATION
CROSSETT PAPER OPERATIONS

Michael Hanesworth
Michael Hanesworth, Corporate Industrial Relations Manager

Charles E. Hodges
C. Hodges, Vice President/General Manager

P. Whitenack
P. Whitenack, Human Resources Manager

D. England
D. England, Employee Relations Manager

T. Shields
T. Shields, Employee Relations Manager

J. Hand
J. Hand, Production Manager

W. Jackson
W. Jackson, Board Mill and Extrusion Business Unit Manager

K. Curry
K. Curry, Tissue Converting Business Unit Manager

G. Sams
G. Sams, Maintenance/Engineering Business Unit Manager

PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKERS INTERNATIONAL
UNION AFL-CIO CLC LOCAL 5-369

Barry Strange
Barry Strange, International Representative

D. Smith
D. Smith, President

J. Crue
J. Crue, Vice President

J. Creach
J. Creach, Vice President

B. Griffiths
B. Griffiths, Vice President

F. Roncal
F. Roncal, Vice President

Georgia-Pacific Corporation
Paper, Allied-Industrial, Chemical & Energy Workers
International Union
EXHIBIT "A"

RATES OF PAY BY JOBS

<u>CLASSIFICATION</u>	<u>7/1/00</u>	<u>7/1/01</u>	<u>7/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>
<u>UTILITIES:</u>						
<u>Power & Steam</u>						
Area Operator A	26.09	26.74	27.41	28.23	29.08	29.95
Training Levels						
Operator Level 1	24.55	25.16	25.79	26.56	27.35	28.17
Operator Level 2	23.00	23.58	24.17	24.90	25.64	26.41
Operator Level 3	21.47	22.01	22.56	23.24	23.94	24.66
Operator Level 4	19.95	20.45	20.96	21.59	22.24	22.91
Operator Level 5	18.41	18.87	19.34	19.92	20.52	21.14
Fuel Systems Operator (Incumbents Only)	18.41	18.87	19.34	19.92	20.52	21.14
Utility Entry Level W/NUS Training	15.50	15.86	16.23	16.69	17.16	17.64
Utility (Entry Level)	14.50	14.86	15.23	15.69	16.16	16.64

*Agreement of February 1998 for UEL's pay increase of \$1 for completion of NUS training

<u>Recovery</u>	7/1/00	7/1/01	7/1/02	7/1/03	7/1/04	7/1/05
Area Operator	28.80	29.52	30.26	31.17	32.11	33.07
Training Rates						
Operator 1	24.37	24.98	25.60	26.37	27.16	27.97
Operator 2	20.17	20.67	21.19	21.83	22.48	23.15
Operator 3	17.99	18.44	18.90	19.47	20.05	20.65
Operator 4	16.23	16.64	17.06	17.57	18.10	18.64
Operator 5	15.35	15.73	16.12	16.60	17.10	17.61
Utility (Entry Level)	14.50	14.86	15.23	15.69	16.16	16.64

MILL NO. 1:

#1 Mill Machine Room

Process Tender	24.08	24.68	25.30	26.06	26.84	27.65
Back Tender	22.51	23.07	23.65	24.36	25.09	25.84
Third Hand	20.28	20.79	21.31	21.95	22.61	23.29
Fourth Hand	18.16	18.61	19.08	19.65	20.24	20.85
Chem Prep Operator	17.99	18.44	18.90	19.47	20.05	20.65
First Helper	17.71	18.15	18.60	19.16	19.73	20.32
Fifth Hand	16.83	17.25	17.68	18.21	18.76	19.32
Sixth Hand	16.50	16.91	17.33	17.85	18.39	18.94
Broke Beaterman	15.18	16.62	17.04	17.55	18.08	18.62
Utility (Entry Level)	14.50	14.86	15.23	15.69	16.16	16.65
Wet Lap Operator	17.65	18.09	18.54	19.13	19.70	20.29

#1 Mill Finishing & Shipping 7/1/00 7/1/01 7/1/02 7/1/03 7/1/04 7/1/05

Shipping Clerk	19.63	20.12	20.62	21.24	21.88	22.54
Operator A	18.40	18.86	19.33	19.91	20.51	21.13
Operator B	17.81	18.26	18.72	19.31	19.89	20.49
Truck Driver	16.35	16.76	17.18	17.70	18.23	18.78
Finishing Assistant	15.06	15.44	15.83	16.30	16.79	17.29
Utility Entry Level	14.50	14.86	15.23	15.69	16.16	16.65

#2 Machine Room

Machine Tender	23.66	24.25	24.86	25.60	26.37	27.16
Beater Room Engineer	22.38	22.94	23.51	24.22	24.95	25.70
Back Tender	22.32	22.88	23.45	24.15	24.87	25.62
Coater Tender	20.63	21.15	21.68	22.33	23.00	23.69
Third Hand	19.68	20.17	20.67	21.29	21.93	22.59
Wrapper Operator	18.05	18.50	18.96	19.53	20.12	20.72
Fourth Hand	17.65	18.09	18.54	19.10	19.67	20.26
Coating Prep Operator	16.67	17.09	17.52	18.05	18.59	19.15
Starch Prep Operator	16.67	17.09	17.52	18.05	18.59	19.15
Fifth Hand	16.52	16.93	17.35	17.87	18.41	18.96
Sixth Hand	16.13	16.53	16.94	17.45	17.97	18.51
Utility (Entry Level)	14.50	14.86	15.23	15.69	16.16	16.65

#2 Mill Finishing & Shipping

Shipping Clerk	20.21	20.72	21.24	21.88	22.54	23.22
Crane & Truck Operator	16.08	16.48	16.89	17.40	17.92	18.46
Utility (Entry Level)	14.50	14.86	15.23	15.69	16.16	16.65

<u>MILL NO.3 – Tissue:</u>	7/1/00	7/1/01	7/1/02	7/1/03	7/1/04	7/1/05
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#3 Mill Machine Room

Process Tender	24.08	24.68	25.30	26.06	26.84	27.65
Machine Tender	23.39	23.97	24.57	25.31	26.07	26.85
Beater Engineer	21.49	22.03	22.58	23.26	23.96	24.68
Back Tender	21.34	21.87	22.42	23.09	23.78	24.49
Third Hand	19.68	20.17	20.67	21.29	21.93	22.59
Fourth Hand	17.76	18.20	18.66	19.22	19.80	20.39
Fifth Hand	16.71	17.13	17.56	18.09	18.66	19.22
Repulper Operator	16.21	16.62	17.04	17.55	18.08	18.62
Utility Entry Level	14.50	14.86	15.23	15.69	16.16	16.65

#3 Mill Shipping

Shipping Clerk	19.38	19.86	20.36	20.97	21.60	22.25
Finished Goods Shipper/Warehouseman	17.79	18.23	18.69	19.25	19.83	20.42
#8 Service Driver	17.39	17.82	18.27	18.82	19.38	19.96
Parent Roll Shipper/Receiver(When needed)	17.18	17.61	18.05	18.59	19.14	19.71
Receiver	17.17	17.60	18.04	18.58	19.13	19.70
Converting Service Driver	16.08	16.48	16.89	17.40	17.92	18.46
Warehouse/Unitizer Driver	15.93	16.33	16.74	17.24	17.76	18.29
Utility Entry Level	14.50	14.86	15.23	15.69	16.16	16.65

TISSUE CONVERTING:

Process Coordinator	18.71	19.18	19.66	20.25	20.86	21.49
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<u>New Division "A"</u>	7/1/00	7/1/01	7/1/02	7/1/03	7/1/04	7/1/05
Operator	18.76	19.23	19.71	20.30	20.91	21.54
Operator – Level 1	18.21	18.67	19.14	19.71	20.30	20.91
Operator – Level 2	16.85	17.27	17.70	18.23	18.78	19.34
Operator – Level 3	15.77	16.16	16.56	17.06	17.57	18.10
Operator – Level 4	14.69	15.06	15.44	15.90	16.38	16.87

Old Division "A"

Winder Operator	17.46	17.90	18.35	18.90	19.47	20.05
Core Maker	17.46	17.90	18.35	18.90	19.47	20.05
Assistant Winder Operator	16.43	16.84	17.26	17.78	18.31	18.86
Multi-Pack Operator	15.91	16.31	16.72	17.22	17.74	18.27
Case Sealer	15.90	16.30	16.71	17.21	17.73	18.26
Merchandiser Operator	15.63	16.02	16.42	16.91	17.42	17.94
Communication Tower (Stand alone position)	16.40	16.81	17.23	17.75	18.28	18.83
Automatic Case Packer	15.54	15.93	16.33	16.82	17.32	17.84
Inspector/Reclaim	15.36	15.74	16.13	16.61	17.11	17.53
Wrapper/Packer	15.23	15.61	16.00	16.48	16.97	17.48
Relief Wrapper/Packer	14.74	15.11	15.49	15.95	16.43	16.92

Division B

Floral Printer Operator	19.79	20.28	20.79	21.41	22.05	22.71
Operator 1 – Level 1	19.03	19.51	20.00	20.60	21.22	21.85
Operator 1 – Level 2	17.95	18.40	18.86	19.43	20.01	20.61
Operator 2 – Level 1	16.43	16.84	17.26	17.77	18.30	18.85
Operator 2 – Level 2	14.69	15.06	15.44	15.90	16.38	16.87
Winder Operator	17.46	17.90	18.35	18.90	19.47	20.05
Asst. Napkin/Winder Operator	17.09	17.52	17.96	18.50	19.06	19.63
Twin Four Napkin Operator	16.91	17.33	17.76	18.29	18.84	19.41
Napkin Operator/Winder Helper	16.61	17.03	17.46	17.98	18.52	19.08
Auto Wrapper/Packer (T&T)	15.61	16.00	16.40	16.89	17.40	17.92
Inspector/Case Packer (Cormatic)	15.21	15.59	15.98	16.46	16.95	17.46

<u>Division C</u>	7/1/00	7/1/01	7/1/02	7/1/03	7/1/04	7/1/05
Winder Operator - 2 Ply	18.71	19.18	19.66	20.25	20.86	21.49
Winder Operator - Printer	18.00	18.45	18.91	19.48	20.06	20.66
Winder Operator	17.46	17.90	18.35	18.90	19.47	20.05
Assistant Winder Operator	16.43	16.84	17.26	17.78	18.31	18.86
MultiRoll Pkg Equip Operator	15.77	16.16	16.56	17.06	17.57	18.10
Automatic Wrapper/Packer	15.43	15.82	16.22	16.71	17.21	17.73
Inspector Reclaim	15.26	15.64	16.03	16.51	17.01	17.52
Relief Wrapper/Packer	14.93	15.30	15.68	16.15	16.63	17.13

Division D

Operator A (Winders)	17.46	17.90	18.35	18.90	19.47	20.05
Operator A (Folding Machines Tissue & Towel)	17.46	17.90	18.35	18.90	19.47	20.05
Assistant Operator A	16.75	17.17	17.60	18.13	18.67	19.23
Operator B (Dispenser Napkins)	16.61	17.03	17.46	17.98	18.52	19.08
Operator B (PC Multifold & Singlefold)	16.61	17.03	17.46	17.98	18.52	19.08
Service Operator	15.77	16.16	16.56	17.06	17.57	18.10

Tissue Converting Department

Utility (Entry Level)	14.50	14.86	15.23	15.69	16.16	16.65
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MILL NO. 2:

Pulp Mill

A Operator	23.79	24.38	24.99	25.74	26.51	27.31
B Operator	22.47	23.03	23.61	24.32	25.05	25.80
C Operator	20.90	21.42	21.96	22.62	23.30	24.00
D Operator	15.42	15.81	16.21	16.70	17.20	17.72
Utility Entry Level	14.50	14.86	15.23	15.69	16.16	16.65

<u>Bleach Plant</u>	7/1/00	7/1/01	7/1/02	7/1/03	7/1/04	7/1/05
A Operator	23.79	24.38	24.99	25.74	26.51	27.31
B Operator	22.47	23.03	23.61	24.32	25.05	25.80
C Operator	20.90	21.42	21.96	22.62	23.30	24.00
D Operator	15.42	15.81	16.21	16.70	17.20	17.72
Utility Entry Level	14.50	14.86	15.23	15.69	16.16	16.65

Woodmill

Operator 1 – Level III	22.50	23.06	23.64	24.35	25.08	25.83
Level II	21.71	22.25	22.81	23.49	24.19	24.92
Level I	20.90	21.42	21.96	22.62	23.30	24.00
Operator 2 – Level II	17.30	17.73	18.17	18.72	19.28	19.86
Level I	16.95	17.37	17.80	18.33	18.88	19.45
Utility Entry Level	14.50	14.86	15.23	15.69	16.16	16.65

CENTRAL STORES:

Central Stores Operator	17.75	18.19	18.64	19.20	19.78	20.37
Utility (Entry Level)	14.50	14.86	15.23	15.69	16.16	16.65

MAINTENANCE:

Mastercraft

1st Class PACE Mechanic	23.73	24.32	24.93	25.68	26.45	27.24
Landfill Dozer Operator	20.42	20.93	21.45	22.09	22.75	23.43

General Services	7/1/00	7/1/01	7/1/02	7/1/03	7/1/04	7/1/05
Fire Protection Systems Owner/Operator	20.42	20.93	21.45	22.09	22.75	23.43
General Services (1 Year)	15.81	16.21	16.62	17.12	17.63	18.16
General Services (6 Mo.)	15.06	15.44	15.83	16.30	16.79	17.29
General Services (Entry)	14.50	14.86	15.23	15.69	16.16	16.65

TECHNICAL SERVICE:

Main Laboratory

General Technician	19.57	20.06	20.56	21.18	21.82	22.47
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#1 Mill Laboratory

Paper Tester #1 & #2 Machine**	19.56	20.05	20.55	21.17	21.81	22.46
Utility (Entry Level)	14.50	14.86	15.23	15.69	16.16	16.65

#2 Mill Laboratory

Board Tester	18.49	18.95	19.42	20.00	20.60	21.22
Pulp Mill – Pulp Tester	18.49	20.05	20.55	21.17	21.81	22.46
Utility (Entry Level)	14.50	14.86	15.23	15.69	16.16	16.65

#3 Mill Laboratory

Quality Assurance Tech – Level III	19.56	20.05	20.55	21.17	21.81	22.46
Quality Assurance Tech – Level II	17.56	18.00	18.45	19.00	19.57	20.16
Quality Assurance Tech – Level I	15.65	16.04	16.44	16.93	17.44	17.96
Utility (Entry Level)	14.50	14.86	15.23	15.69	16.16	16.65

** As of April 15, 2001, new pay raise for Paper Tester #1 & #2 Machines to \$19.56

MILL WIDE:

7/1/00 7/1/01 7/1/02 7/1/03 7/1/04 7/1/05

Utility

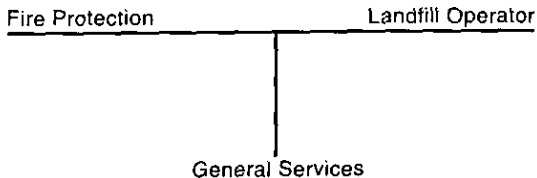
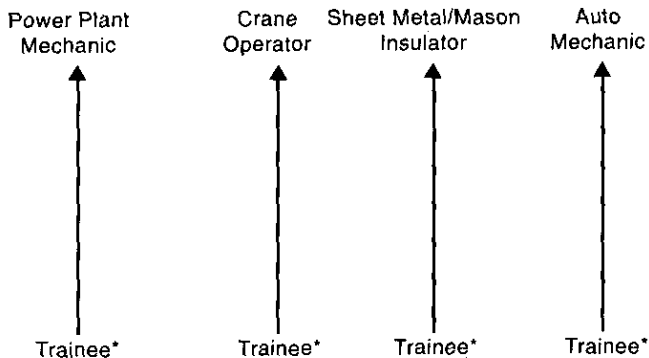
Utility (After 1 Year)	14.50	14.86	15.23	15.69	16.16	16.65
Utility (After 6 Months)	12.68	13.00	13.33	13.73	14.14	14.56
Utility-Beginning (Hire-In)	8.40	8.61	8.61	8.87	8.87	9.14

Note: Employees who work a four-crew rotating shift shall receive a \$.25 per hour adjustment, which will be applied to actual hours worked only. This adjustment will not be applied to hours paid for and not worked, i.e. funeral leave, subpoena pay, jury duty, redress hours, service award dinner, paid holidays and set-up to supervisor hours. This adjustment will not apply should an operation or classification be taken off four-crew rotating shifts. Weekend crew employees whose regular work schedule includes Saturday and Sunday will be entitled to the \$.25 per hour four-crew adjustment.

Note: All rates (except for Recovery) listed above are for 8-hour shifts. The 12-hour shift rate for employees working such shifts will be 97.69% of the regular (8 hour) rate.

Exhibit "B"

LINES OF PROGRESSION MAINTENANCE



*Trainees when hired will be hired for a specific craft

EXHIBIT C
ECONOMIC MODIFICATIONS

• **WAGES:**

Increases for all classifications to be effective at the start of the first full payroll period beginning on or after the dates shown:

<u>Date:</u>	<u>Wage Rate Increase:</u>
July 1, 2000	2.5%
July 1, 2001	2.5%
July 1, 2002	2.5%
July 1, 2003	3.0%
July 1, 2004	3.0%
July 1, 2005	3.0%

- **GROUP MEDICAL CARE PLAN:** Effective January 1, 2002, implement the new Medical Care Program given to the Union during negotiations.

Effective January 1, 2002, the current medical care contribution shall cease and during the remaining term of the Agreement employees shall contribute for medical care coverage twenty percent (20%) of the then applicable premiums for employee only and family [employee and dependent(s)] coverage, on a pre-tax basis. Effective January 1, 2006, the contribution percentage will be twenty-five percent (25%).

For any employees who elect to participate in a Health Maintenance Organization (HMO) or other health care option made available to them by the Company, the employee contributions of the

candidates mindful of those criteria. If agreement cannot be reached the final decision will rest with the Maintenance Manager or his designee. Once the qualified candidate has been selected, he will use craft seniority for vacation signup, overtime, layoffs and recalls in that craft.

Employees with specific recall rights who apply for either Journeyman or Trainee positions under this section, once they satisfy all other criteria, will use their previous maintenance seniority when being considered for positions with other candidates.

his vacation/personal holidays. No one will be allowed to take more than two (2) days in any scheduled week.

- B. Arrangements for the day off must be made through the employee's supervisor by 9:00 a.m. on Wednesday of the preceding week. Such requests will be granted at the Supervisor's discretion on a first-come, first-served basis. Requests will not be granted if it results in overtime or failure to accomplish needed work.

This Part 7 will remain in force for the term of this labor agreement unless either party provides a 30-day notice to end the practice.

8. PERMANENT CRAFT MANNING

After the company has satisfied the recall of employees on the Preferential Hiring List in accordance with the Strike Settlement Agreement the Company and Union agree to the following:

When the Company determines that an opening exists in a craft in PACE Maintenance, the opening will be posted within the PACE Maintenance Department for other PACE maintenance employees to bid. Selection will be made in accordance with qualifications, ability and departmental seniority. Management will establish qualifications for these openings, with input from the Union. A joint group consisting of Union and Company representatives (three chief stewards from Maintenance and three Management officials) will review the

Vacations, overtime, callouts, etc. for the Crane Operator craft, will be handled by craft on a millwide basis.

4. Sheetmetal/Mason Insulator Craft: Millwide

Vacations, overtime, callouts, etc. for the Sheetmetal/Mason Insulator craft, will be handled by craft on a millwide basis.

A. Senior qualified Power Plant Mechanics may exercise their seniority to bump between Power Plant areas once per year with a limit of two (2) mechanics per year.

6. Day workers scheduled hours shall be 7:00 a.m. – 3:00 p.m. with one 20 minute break per day between the hours of 11:00 a.m. and 1:00 p.m. This same practice of allowing one 20 minute break will apply to shift workers covered by this maintenance agreement. It is understood that the intent and purpose behind this section is to provide this meal opportunity while at the same time keeping jobs in progress or completing the jobs at hand.

7. An employee may, at his option, choose to observe one week (5 days) of vacation or personal Holidays on a daily basis, subject to the following:

A. The employee will state his preference to observe this week in units of one day when he schedules

1. The craft will be solicited by craft seniority. If more employees are needed, the job will be manned by forcing the junior qualified employee(s) within the craft.
2. Mechanics may initiate a qualified relief from other crafts, with the approval of the immediate supervisor.

5. MAINTENANCE CONCEPT

A. Areas within a craft (journeymen):

1. Power Plant Mechanic Craft: Power & Steam area, Comp I area, and Mechanalysis area, (assignment to the Mechanalysis area will be on the basis of qualifications and Power Plant mechanic craft seniority).

Vacations, overtime, callouts, etc. for the Power Plant Mechanic craft, will be handled by craft on an area basis.

2. Auto Mechanic Craft: Millwide

Vacations, overtime, callouts, etc. for the Auto Mechanic craft, will be handled by craft on a millwide basis.

3. Crane Operator Craft: Millwide

must be supported by medical documentation, which must be approved by management.

- B. Callout lists rotate top to bottom every week.
- C. Callouts will first be made within the craft.
- D. Once C. has been completed, the Company, at their discretion, may call PACE mechanics from other crafts.
- E. Failure to secure sufficient numbers of qualified mechanics using this procedure will release management to use the best means available to staff jobs.

4. HOLD OVER PROCEDURE

- A. Jobs in progress prior to 3:00 p.m. and that will continue past 3:00 p.m. will be manned with mechanics already on the job. If a mechanic requests a relief for compelling and legitimate reason, every effort will be made to secure a relief.
 - 1. Mechanics may initiate a qualified relief from other crafts, with the approval of the immediate supervisor.
- B. Jobs that have not been started prior to 3:00 p.m. but must be worked on after 3:00 p.m. will be manned as follows:

- D. Journeyman will be qualified, maintain his competency and periodically upgrade his knowledge and skills. He will also be sufficiently competent to do other craft's work related to his craft. He will be expected to perform up to his capabilities when assisting journeymen in other crafts.
- E. Priority work overload for one craft can be handled by other crafts, and a craft short of work can be effectively used in another craft.
- F. Each job assignment will be made on the basis of what is the most efficient way to get the job done. The purpose of these assignments will be to accomplish the work in the most efficient manner, not to make extensive use of maintenance employees outside their basic craft.
- G. Welding skills include cutting, burning and heating, and are skills that all journeymen must have or acquire, if necessary to support their basic craft. The Company will meet with the Union for their input into determining the proper qualifications for new hires. Management reserves the right to make the final decision concerning qualifications.

2. OVERTIME PROCEDURE

Overtime will be offered by craft seniority.

3. CALLOUT PROCEDURE

- A. All mechanics will be placed on a callout roster by craft. Exemptions from callouts for health reasons

ment prior to July 1, 1980, will be given an opportunity to exercise line of progression seniority for either temporary or permanent vacancies within their line of progression regardless of employees in the utility classification with more departmental seniority. Employees on the extra board who have not been severed from the Technical Service Department will also exercise their line of progression seniority to the utility classification for either permanent or temporary vacancies of a week or longer.

CENTRAL STORES

1. While on trips, reasonable expenses will be reimbursed.

MAINTENANCE

1. MASTERCRAFT:
 - A. All journeymen will retain their journeyman craft identification.
 - B. No employee will be expected to perform at a journeyman skill level outside his primary craft. However, each journeyman will be expected to perform quality work to his capability and will be held accountable for the work he does.
 - C. When more than one craft is on the job, they are all expected to help each other.

Nothing in the above paragraph will prevent management from assigning Utility employees across division lines when deemed necessary.

5. A correct, permanent, department schedule will be posted in all divisions.
6. A correct department seniority list will be given to each chief steward and area Vice President quarterly.
7. All chief stewards and area Vice President will have a mailbox in Converting!
8. All chief stewards and area Vice President will receive a weekly work schedule for Converting
- All Divisions Plus Utility Entry Level Schedule.

TECH SERVICES

1. Changing the leather plates on the pneumatic tube system are a part of the duties of the General Technician.
2. Insulated coveralls will be provided for the people making the river trip in the winter.
3. It will continue to be our practice to either adjust the number of tests required or provide extra help, if the grade mix, running conditions, or other variable cause an undue work load on the tester.
4. Any employee in the Utility classification that had line of progression rights within the Technical Service Depart-

- (*) RED CIRCLE TO FORMER BEATER ROOM LINE OF PROGRESSION
(**) FROZEN IN CLASSIFICATION (WRAPPER)
(***) INDICATES SENIORITY CHANGE AS PER ARBITRATION

NO. 3 MILL

1. Normally we will shut the winder down when going from 2-ply to single ply. When it is necessary to run the winder, qualified help will be provided.

TISSUE CONVERTING

1. Chairs will be supplied for Winder Operators and Inspector-Reclaim personnel.
2. The senior employee in a classification on days will be called in to set up equipment on Saturday or Sunday in the event a qualified operator cannot be set up on the shift.
3. Employees needed for Saturday clean up will be scheduled by seniority within the classification.
4. Employees in the Utility (Entry Level) classification will be permitted to choose their line of progression. These employees will be required to take temporary setups in all divisions until a permanent opening is available. For scheduling purposes Utility employees may be assigned to one division and take temporary setups in that division provided both parties mutually agree.

40. R.D. Morgan	M-40	
41. J. Bird	M-41	
42. J. Lewis	M-42	
43. C. Howie	M-43	
44. D. Roberts	M-44	
45. B. Shirey	M-45	
46. G. Kelley	M-46	- S-9
47. J. Morgan	M-47	
48. C. Harper	M-48	
49. T. Nelson	M-49	
50. S. Pennington	M-50	
51. K. Hayes	M-51	
52. S. Martin	M-52	
53. W. Robinson	M-53	
54. T. Jenkins	M-54	
55. A. Stephenson	M-55	
56. M. Mosley	M-56	
57. B. Rabb	M-57	
58. B. White	M-58	
59. G. Gibbs	M-59	
60. T. Lloyd	M-60	
61. R. Smith	M-61	
62. B. Stell	M-62	
63. N. Austen	M-63	
64. R. Cunningham	S-1	
65. J. Leigh	S-2	
66. H. Gates	S-3	
67. D. Jordan	S-4	
68. C. Bethea	S-5	
69. L. Champion	S-6	
70. T. Jarvis	S-7	
71. M. Bryan	S-8	

8.	J. Christian	M-8	
9.	A. King	M-9	
10.	B. Sayger	M-10	
11.	J. Vail	M-11	
12.	R. Forrest	M-12	
13.	J. Sharp	M-13	
14.	W. Neal	M-14	
15.	J. Mercer	M-15	
16.	H. Walker	M-16	
17.	C. Jacobs	M-17	
18.	L. Davenport	M-18	
19.	B. Ferguson	M-19	(**)
20.	J. Cannon	M-20	(**)
21.	J. Gilmore	M-21	(**)
22.	M. Reed	M-22	
23.	J. Walker	M-23	
24.	R. Culbreath	M-24	
25.	M. Blakely	M-25	***
26.	T. Barnes	M-26	
27.	J. Key	M-27	
28.	M. Tullos	M-28	- B-1*
29.	S. McMahan	M-29	- B-2*
30.	E. Browning	M-30	- B-3*
31.	B. Carpenter	M-31	- B-4*
32.	C. Lockwood	M-32	- B-5*
33.	P. Skender	M-33	- B-6*
34.	B. Stanley	M-34	- B-7*
35.	B. Dolan	M-35	
36.	T. Kelly	M-36	
37.	B. McDowell	M-37	
38.	M. Hartley	M-38	
39.	R. Davis	M-39	

defined by the attached seniority roster will be promoted according to their job seniority, skipping the (B) classifications until such time as the incumbents of the former Beater Room line are exhausted. Then the normal progression will take place. This applies to permanent, temporary vacancies.

- D. Beater Room Engineers frozen are M. Tullos, S. McMahan, Edwin Browning and Bruce Carpenter.
 - E. Coating Prep Operator promotions to Beater Room Engineer are Charley Lockwood, Paul Skender and Billy Stanley.
2. When the Board Machine is down and the company elects to call someone out for the express purpose of pumping stock through the Beater Room, the Beater Room Engineer will be considered the appropriate party to be called.

The following is a seniority list for the Board Mill:

M-Machine Room; B-Beater Room; S-Shipping

- | | | |
|----|------------|-----|
| 1. | L. Goodwin | M-1 |
| 2. | H. Tucker | M-2 |
| 3. | R. Oden | M-3 |
| 4. | T. Garner | M-4 |
| 5. | C. Upton | M-5 |
| 6. | G. Walker | M-6 |
| 7. | R. Swaim | M-7 |

seniority list, will promote and demote from (B) to (B) for all permanent, temporary-permanent and temporary vacancies.

As the incumbents are exhausted, then the normal progression will exist from Utility through each position.

Should a position be eliminated, then those incumbents designated will be permitted to bump the next (B) classification down in the line of progression, bumping the other incumbents from the former Beater Room Line of Progression.

The (B) employees on the seniority roster will fill by shift setup and temporary vacancies in the jobs above them as they complete training and become qualified, only if operators below the (B) employees aren't qualified to set up and assume the temporary vacancy.

- B. Frozen - The Wrappers designated on the attached seniority list are frozen in this classification and will not be subject to promotion; and if there is a cutback or elimination of that classification in the future, those named employees would bump directly into the Utility Entry Level classification. They are not entitled to setups to fill vacancies above them.
- C. Other than the specific exceptions noted above, employees who are currently in the Machine Room Line of Progression that are above Billy Stanley as

adversely affect the operational needs of the Woodmill. An employee can use his department seniority to choose the shift rotation, not the job.

During this year (1990) each employee may use his seniority to choose shift rotation during the sign-up period of October 1 - October 10. On October 10th you will be assigned a permanent shift. Any bumps after October 10th will be made according to the contract. This will give management sufficient time to place as many employees as possible on the shift rotations of their choice before vacation sign up beginning November 1, 1990. The actual shift rotation changes will take place on January 1, 1991.

Each year thereafter during a sign-up period of October 1 - October 10, management will review those personnel wishing to make a shift rotation change. The maximum yearly number of allowable shift rotation changes to be considered will be 10% of total number of employees in the Woodmill department. Management has the right to increase/decrease this maximum allowable percentage. Possible shift rotation changes will take place January 1 of each year.

NO. 2 MILL

1. No. 2 Mill Line of Progression Agreement

- A. For all promotions, demotions, layoffs, and recalls, the incumbents, as designated on the attached

"A" Operator
Buddy Farrar
Gerald Tomerlin
Gary Harrison
John Martin

"B" Operator
Ronald Seamans
Roger Nutt
Albert Duff
James Hughes

"C" Operator #1
Garvin McDonald
Ronnie Martin
Carolyn Roncal
Leonard Campbell

"C" Operator #2
Lane Cunningham
Bill Watkins
John Hagan
Howard McBroom

"D" Operator
Gary Swaim
Timmy Watt
Thomas Sweeney
Curtis Tolliver

WOODYARD

The following is an agreement between Georgia-Pacific Corporation, Crossett Paper Operations and Paper, Allied-Industrial, Chemical & Energy Workers International Union, Local 369, regarding use of seniority to choose the shift rotation desired by Woodmill personnel.

The Company agrees that the use of seniority is a key issue for Woodmill personnel in selecting the shift rotation of their choice. This shift rotation selection will be made with the understanding that these personnel changes will not

Operator C²
Lynn Rials
Kenny Sawyer
Eric Bolin
Mark Hall

Operator D
Mike Gullede
Greg White
John Carter
Charles Bolin

Bleach Plant Utility
Take out (9 UEL's) for entire department

PULP MILL

1. The following points concerning Pulp Mill Utility employees who have claim on higher jobs prior to the present Old Hardwood Washer employees moving up in the Pulp Mill line of progression have been agreed upon:
 - A. Under the (old) 1974 and (new) 1977 labor contract, the Company is obligated to honor seniority rights that employees have earned by temporary setups in filling job classifications during vacations or any other temporary vacancies.
2. Pulp Mill Seniority Protection:

Employee seniority for permanent set ups to next job in the Pulp Mill line of progression.

setups in filling job classifications during vacations or any other temporary vacancy.

- B. When the realigned job duties and lines of progression is implemented Charles Thurman will have temporary and permanent set-up rights, respectively, to the Bleach Plant Assistant Operator, classification ahead of Lurrell Pennington and J. C. Manning, respectively. These rights would be applied in accord with the terms of the Labor Agreement.
- C. Attached is the seniority roster by job classification.

Vacations will be scheduled by job seniority.

Operator A

Roger Langston
Charles Thurman
J. L. Pennington
Billy Rivers

Operator B

J. C. Manning
Roddy Watt
Freddy Hubbard
Bill Watson

Operator C¹

Steve Herbert
Ronnie Adams
Kathy Lephiew
John Marter

NO. 1 FINISHING AND SHIPPING DEPARTMENT

1. Extra work involving overtime on the dock will first; be offered to dock drivers second; to the finishing assistant.
 2. The following employees assigned to the "roll wrapping line" will bump back behind Ira C. LaGrone*, in the "truck driving line," in the event of crew reductions, machine outages, etc.
 1. Carl Stahley
 2. Tommy Wilcoxon
 3. C. P. Lum
- * Seniority Date 3/22/76
3. No Truck Driver will be sent home for the balance of a shift while one machine is running.

BLEACH PLANT

1. As a result of 1977 Negotiations, the following points concerning bleach Plant employees having claims on higher jobs prior to the present Chemical Area Operators moving up in the new Bleach Plant line of progression were agreed upon:
 - A. Under the old (1974) and new (1977) labor contract, the Company is obligated to honor seniority rights that employees have earned by temporary

a high performance work system for that area. Once the plan for such high performance work system is developed this joint task force will make a recommendation to the Company and Union for approval and implementation.

It is anticipated that successful implementation will lead to *similar projects being initiated in other areas of the Mill.*

UTILITIES

1. We will keep the use of rubber hose to pump dregs and liquor to an absolute minimum. In cases where use of hose is indicated, safety of personnel and equipment will receive proper consideration.
2. The employees presently assigned as East End Cleaners will be permitted to remain frozen in the Utility Entry Level classification and will not be required to take promotions to jobs in the respective lines of progression.
3. The former East End Cleaners will work days if work is available.

NO. 1 MILL MACHINE ROOM

1. The feeding of reject paper to the hydrapulper is the responsibility of the machine crew and will normally be assigned to whomever is available. Under normal conditions, the 5th and 6th hands should be able to keep up with the work.

Time spent on set-out jobs defined in this paragraph will be reported for each employee to the Human Resources Department monthly and such will be communicated to the Union.

Exceptions and extensions will be by mutual agreement between the Company and the Union.

The selection process for VPP Representatives and the procedures surrounding their activity are covered elsewhere.

36 . High Performance Work Teams

The Company and the Union recognize that the future success of the Crossett Mill depends in large part on our collective efforts to be productive and competitive in our industry. This letter confirms the commitment of both the Company and the Union to jointly strive, as appropriate, to explore, develop and implement high performance work systems at the Crossett Mill.

During the term of the next labor agreement the Company and Union will review requests from either party related to the possible formation of high performance work systems for specific areas. Should either party decline to go forward on a specific request they will send a letter explaining their position to the other party. If it is agreed to pursue such a request beyond the consideration phase the Company and Union will designate a joint task force which will work together to identify and evaluate methods and systems to achieve

the set-out job will be established by the Company and reviewed, with appropriate justification, with the Union prior to posting the job. If more than one candidate is identified as meeting the established qualifications then seniority will be the determining factor in the selection process.

Employees set-out on such jobs will receive their rate, plus one (1) cent as full compensation. They will not be eligible for department overtime.

Upon returning to their classified jobs, employees will be subject to the seniority set-back provisions outlined in the Summary Settlement Negotiations of 1991.

No seniority will be lost for the purpose of temporary-permanent or permanent setups while accepting a set-out job.

Vacation scheduling of employees on a set-out job will be handled on a departmental basis.

If set-out jobs extend past a continuous six (6) months (or earlier, if needed), the Union and the Company will review whether it is appropriate to create a permanent job.

For those needs designed to be a maximum of 15 days (cumulative) or less, per calendar year, management has the unilateral right to select employees for set-out jobs. A day is defined as any amount of work performed during a 24-hour period in a set-out capacity.

A temporary-permanent vacancy is one which extends beyond twenty-eight days, vacation excluded, but someone still retains the right to return to the job. An example of this is when an employee is off on a long-term illness.

32. Company will not cancel hourly vacations or personal holidays so that supervisors can take their vacations or holidays or accumulated days off.
33. A shift setup will not be made prior to the beginning of a shift until proper shift reliefs have been made.
34. Employees will not hold seniority in more than one line of progression.
35. Set-out jobs, designed to last longer than 15 days (cumulative) per calendar year, when needed, will be agreed to by both parties. This language will apply to departmental, multi-department and mill wide needs.

Set-out jobs (non-classified jobs, jobs not intended to become permanent and/or jobs that do not replace a salaried position) will be filled by selection from a joint committee made up of the Union Area Vice President and Chief Steward and two Company representatives. (For set-out jobs other than departmental, the selection committee will consist of two members of the Union Executive Committee and two Company representatives.)

Selection criteria will include qualifications, ability and seniority. Reasonable qualifications necessary to fill

29. An employee who fails to report for work due to being in jail will be suspended pending investigation.

30. Attrition Agreement:

Employees currently in lines of progression where jobs have been consolidated during the 1980 Negotiations will not be laid off or terminated as a result of these changes.

This attrition agreement will apply only to the implementation of the job progression changes referred to above. Any future curtailments, shutdowns or other crew reductions are not included.

Employees who are demoted to lower paid jobs as a result of the above job progression changes will have their rates red-circled until such time as they are promoted to a classification paying a higher rate, or until such time as they refuse promotion to such higher rated job. This rate reduction agreement will apply only to the implementation of the job progression changes referred to above.

31. The parties have agreed to the following definitions: A permanent-permanent vacancy is one to which no one else has bump back rights to the particular job. An employee will not lose his recall rights on a job until he turns down a permanent-permanent vacancy on that job. The employee would not be required to make a decision with regard to his recall rights until there was a permanent-permanent vacancy.

will also be expected to return to work, if so scheduled, within reasonable traveling time after seeing the out-of-town doctor.

Time paid for but not worked under this article will not be counted in the accumulation or computation of daily or statutory overtime.

23. The Company will designate an employee's work station whenever possible in Utility (entry level) classifications.
24. Once a D.C.M. exercises his right under our transfer clause and transfers to another department, he forfeits his D.C.M. status insofar as promotion within his new line of progression.
25. Outside contractors will be expected to clean up their job site.
26. It is understood that employees working over will be allowed time in which to eat.
27. Acid and caustic leaks will be repaired when they occur. We will not band-aid chlorine, caustic, or acid leaks.
28. With regard to Mill Rule 8, although fighting and/or disorderly conduct cannot be tolerated in our plants, the Company will weigh the circumstances of each instance giving particular consideration to a determination as to who the true aggressor was in any instance of fighting or disorderly conduct.

redress of a previous occupational injury, the Company will pay the employee for the amount of the scheduled work missed up to a maximum of 8 hours (10 hours for employees who work a regular 10 hour day) straight time pay, providing the following conditions are met:

- A. The redress is for an occupational injury properly covered under the laws of the Arkansas Worker's Compensation Commission.
- B. The employee is referred to the out-of-town doctor for the redress by a local doctor.
- C. The employee obtains a Redress Slip from his supervisor prior to going to the out-of-town doctor.
- D. The Mill Safety Office receives prior notices of the visit to the out-of-town doctor.
- E. The employee returns the Redress Slip to the Safety Office upon his return to Crossett.

This Redress Slip must have been signed by the treating physician with the date and time of the treatment.

The employee will be expected to work, if so scheduled, up to a reasonable departure time to make his appointment. For example, if the doctor's appointment is at 1:30 p.m. in Monroe or El Dorado, and the employee is scheduled on the 7-3 shift, the employee will be expected to work until 11:00 a.m. The employee

- A. If it is determined that the outage will not last the entire shift, employees may be utilized to maintain production in their line of progression and/or perform housekeeping duties until such time as the equipment is in operation again.
 - B. If it is determined that the outage will continue the remainder of the shift, then individual employees (with the exception of key employees needed due to emergency demands of the department and/or completing of housekeeping duties related to this job) will be permitted to go home. An employee's seniority will determine priority for those permitted to leave with the senior employee having the choice.
 - C. An equipment emergency may require that maintenance crews be put on around-the-clock shifts to complete the repairs as rapidly as possible.
 - D. A production emergency in converting may require that a day shift operation be expanded to round-the-clock operation to get out an order.
20. Employees are required to attend safety/crew meetings. These meetings will be scheduled as far in advance as practical.
21. A 24-hour phone number of a Company safety official will be available for emergency calls.
22. When an employee is required to miss part of a scheduled shift to go to an out-of-town doctor for

14. Overtime (callouts, holdovers and extra days) will be administered on a departmental basis, where applicable.
15. An employee working the 11-7 shift on Saturday night in one department cannot double to the 7-3 shift on Sunday in that department if he is scheduled in another department for the new week.
16. The Company pledges to continue to call the proper personnel in each instance where a callout is necessary. We agree to keep a telephone log.
17. It is not the Company's intent to have operating personnel perform skilled maintenance work or vice-versa, but it is understood by all parties that certain tasks have historically been performed by both, and this type of work assignment will continue.
18. The Company is agreeable to the principles of production people working with maintenance people on a voluntary basis by seniority on shutdown.
19. Work Assignments:

Employees will be expected to perform work assignments necessary to maintain production and clean up in the event of an unscheduled outage. The supervisor will make a determination (normally within 2 hours) as to whether or not the outage will continue the remainder of the shift. The following policy will then apply:

- a. On a holdover basis if possible.
- b. Callout of employee scheduled for the next shift, if holdover is not practical.
- c. In any manner consistent with good management.

In the event more than one employee is involved in Steps a and b, the junior employee will be assigned the work.

- B. Extra work outside of any usual job classification will be performed by the job classification which performs similar work in the following sequence:
1. On straight time by making a shift setup. (This determines the rate not the employee.)
 2. On overtime by employees in classification in the following sequence:
 - a. On a holdover basis if possible.
 - b. Callout of employee scheduled for the next shift if a holdover is not practical.
 - c. In any manner consistent with good management.

In the event more than one employee is involved in Steps a and b, the junior employee will be assigned the work.

previous day (Saturday), would count in the 24 hour period beginning on Saturday as well as the 24 hour period beginning on Sunday.

10. An employee working on the 3-11 shift on the day on which a Service Award Dinner is held and who will receive a 25 year or more award will be granted the day off with pay, providing the employee attends the affair. The employee will be expected to notify his supervisor of his intention to attend the affair at the beginning of the work week.
11. When payment to an individual is made in settlement of a grievance at Step 3, a copy of the 350 authorizing payment will be sent to the Local.
12. If a qualified operator is being trained by a factory representative on a new piece of equipment, he/she will draw the rate of the job being trained on, providing the product run off the machine goes into salable production.
13. Extra Work:
 - A. Extra work of a job classification which requires extra personnel will be performed in the following sequence:
 1. On straight time by making a shift setup.
 2. On overtime by employee in the classification in the following sequence:

due to employees being frozen and unable to take shift setups.

6. The practice on punching in and out is as follows:

When punching in late or punching out early, the break points will be:

From 8 minutes through 15 minutes after the hour -

Dock 15 minutes

From 24 minutes through 30 minutes after the hour -

Dock 30 minutes

From 38 minutes through 45 minutes after the hour -

Dock 45 minutes

From 53 minutes to the hour - Deduct one hour

The above does not apply to holdovers or callouts. This practice will apply to Day Workers only.

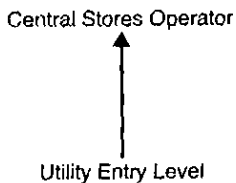
7. When it is necessary to change an employee's time card, the employee will be notified.
8. Since we pay for time actually worked under our Labor Agreement, employees working the full 11-7 shift on the day we go to daylight savings time will be paid for 7 hours. Conversely, those working the full 11-7 shift on the day we revert will receive 9 hours pay, plus any attendant penalty pay.
9. On the day of the change from Central Standard to Daylight Savings Time, any hours worked by an employee on Sunday that falls within a 24 hour period, beginning with a regularly scheduled shift on the

ADDENDUM TO THE LABOR AGREEMENT

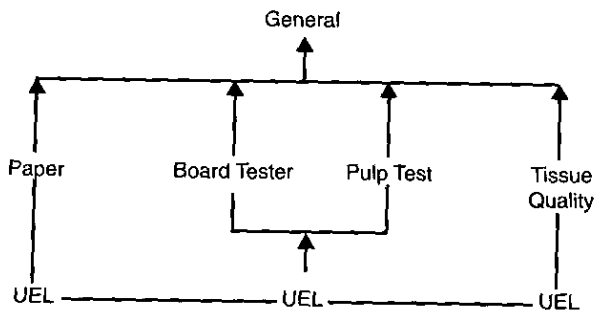
GENERAL

1. A set-up supervisor has the same responsibility and authority as a permanent supervisor.
2. If an employee does not choose to double as a result of not being relieved because of a shift setup to temporary supervisor, the shift setups will not be made until the necessary relief is obtained.
3. Hourly employees temporarily set up to supervisor will not be permitted to participate in overtime on either a daily or weekly basis as applicable to their setup.
4. When two employees are set up into two jobs which pay the same hourly rate (excluding shift differential), or both must change shifts, the senior employee will be given preference of the job and/or shift.
5. It is recognized that some employees are frozen on jobs because they are unable to perform effectively on the next higher job. Such employees will not be expected to take promotions, either temporary or permanent, so long as the limitation exists. However, those employees who are frozen, but who are capable of doing the next higher job, will be expected to take temporary on-shift setups when failure to do so would block a shift setup. If the shift setup can be made by "jumping" the frozen employee, such frozen employee will not be required to take the setup. It is understood that changes in shift assignments may be necessary

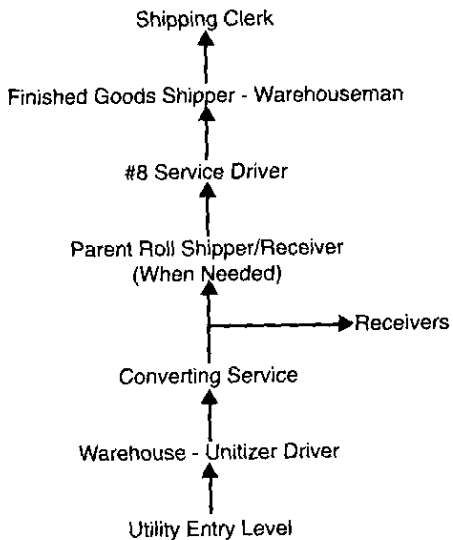
LINES OF PROGRESSION CENTRAL STORES



LINES OF PROGRESSION TECHNICAL SERVICES

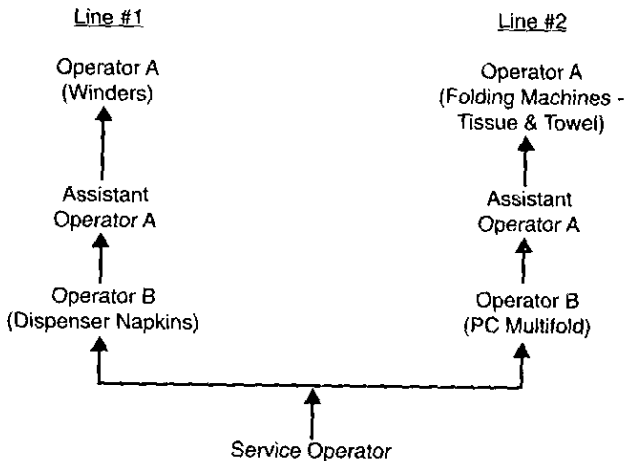


LINES OF PROGRESSION TISSUE SHIPPING

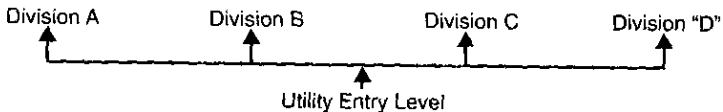


LINES OF PROGRESSION

TISSUE CONVERTING DIVISION "D"



Note

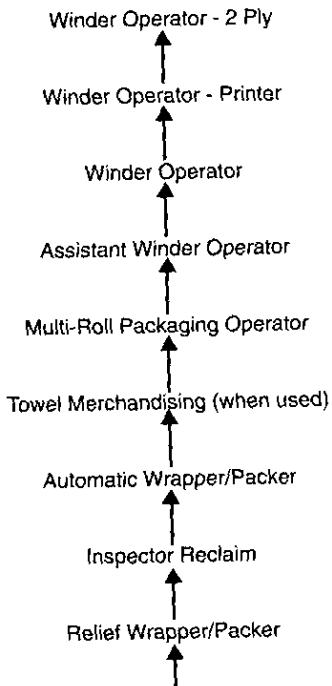


Note

1. Service Operators will choose the line he wants. If one line gets overloaded, management will assign junior employees in the other line.
2. Junior Operator "B" that are displaced by permanent machine shut-down will have a one time choice to bump Junior "B" Operators in the other line.

LINES OF PROGRESSION

TISSUE CONVERTING DIVISION "C"



Note:



LINES OF PROGRESSION

TISSUE CONVERTING DIVISION "B" (Permanent Vacancies)

Floral Printer Operator
(High Performance Work Team)

Operator 1 - Level 1
Operator 1 - Level 2

Operator 2 - Level 1
Operator 2 - Level 2

Winder Operator

Asst. Napkin/
Winder

Twin Four Napkin

Napkin Operator/Winder Helper
(Senior operator will relieve)

Auto/Wrapper Packer

Inspector Case Packer
(Cormatic)

Note

Division A

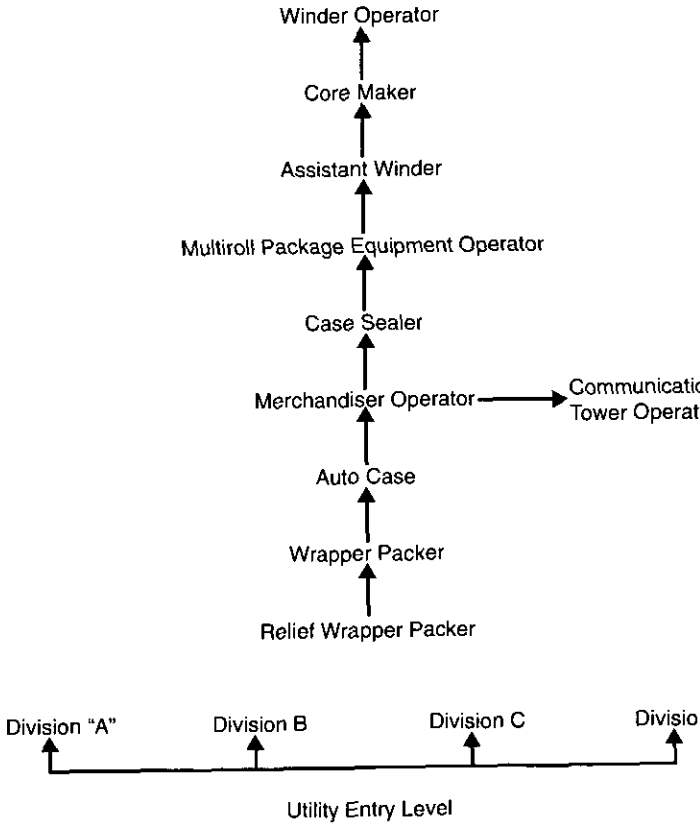
Division "B"

Division C

Division D

Utility Entry Level

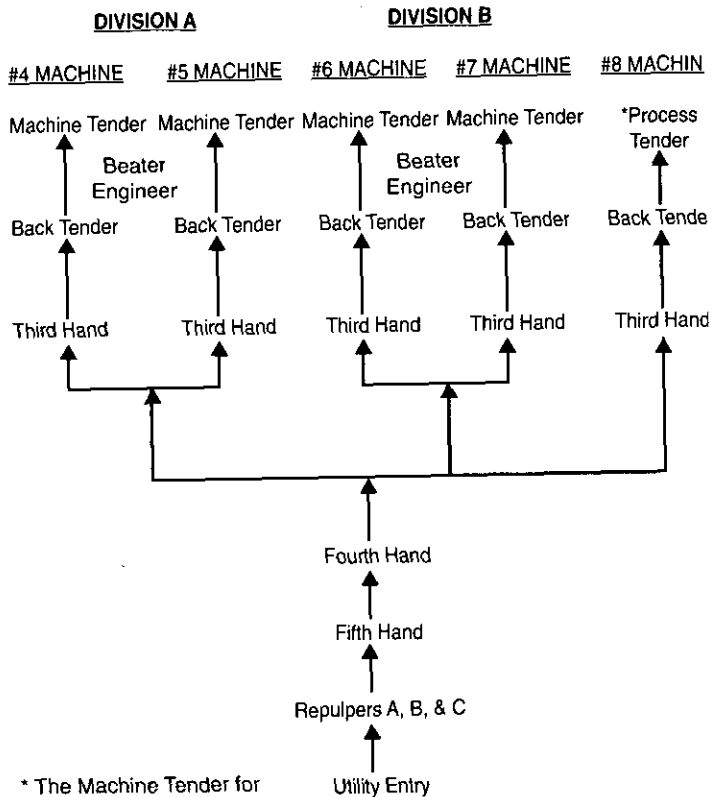
**LINES OF PROGRESSION
OLD "A" DIVISION
TISSUE CONVERTING**



**Line of Progression
Tissue Converting
Division "New A"**

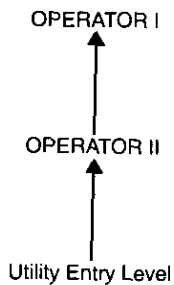
This Division is a High Performance Work Team, governed by the
Lumber 8 Agreement

LINES OF PROGRESSION #3 MILL TEMPORARY VACANCIES



* The Machine Tender for #8 Paper Machine has been renamed as Process Tender

LINES OF PROGRESSION WOODMILL



LINES OF PROGRESSION PULP & BLEACH

Pulp Mill

A Operator



B Operator



C Operator



D Operator

Bleach Plant

A Operator



B Operator



C Operator

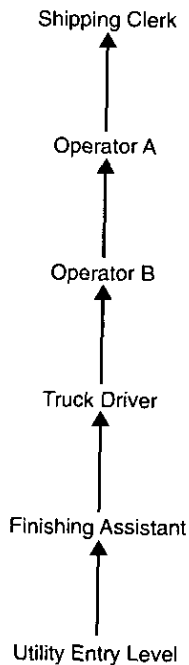


D Operator

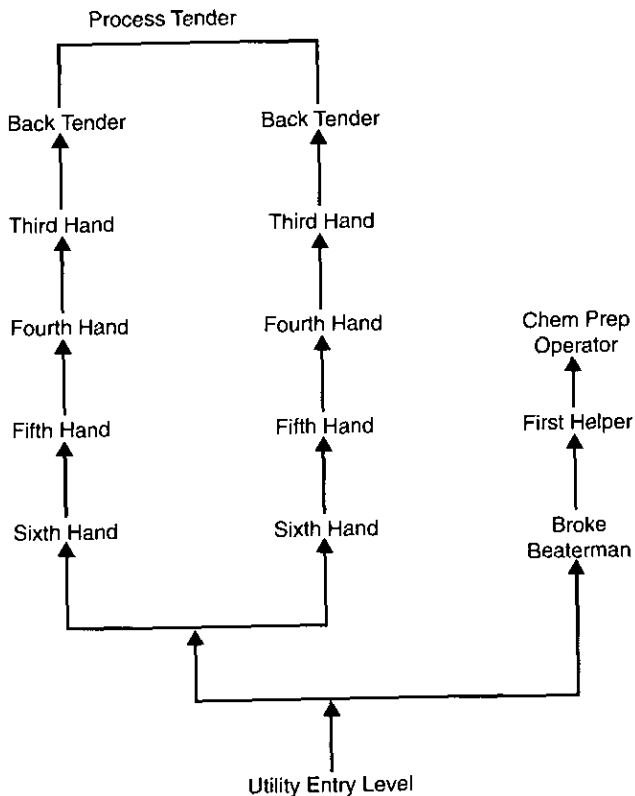
Utility Entry Level



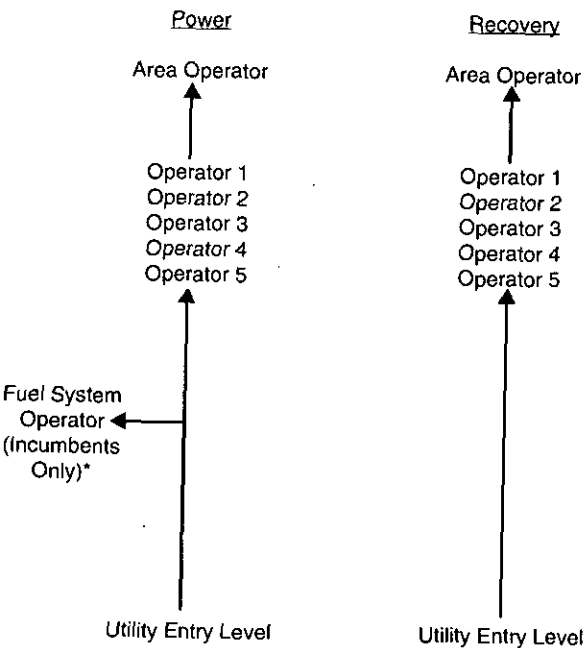
LINES OF PROGRESSION #1 FINISHING AND SHIPPING



LINES OF PROGRESSION #1 MACHINE ROOM



LINES OF PROGRESSION UTILITIES



Not in Lop)

above applicable percentage of the premium shall apply to the premiums of whichever medical plan and coverage the employee selects.

The Company will continue its normal method of determining premiums for the Company Plan utilizing claims experience, reasonable trend factors for administration and expenses incurred but not reported. The current (year 2001) Georgia-Pacific medical plan monthly premiums are \$351.82 for employee only and \$805.51 for family (employee with dependents) coverage.

The current premium sharing arrangement shall continue for the year 2001.

- **OTHER INSURANCE CONTRIBUTIONS:** Effective January 1, 2002, employee contributions for Company provided group insurance coverage other than medical coverage (Life, AD&D and Accident & Sickness) will be discontinued.
- **RETIREE INSURANCE:** Effective July 1, 2000, implement the changes described in the document (dated 11/9/00) given to the Union during negotiations.
- **DENTAL BENEFITS:** Effective January 1, 2002, implement the new Dental Care Program given to the Union during negotiations.

- **LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.** Increase on the following dates to the amounts shown below.

January 1, 2001:	\$30,000
January 1, 2002:	\$31,000
January 1, 2003:	\$32,000
January 1, 2004:	\$33,000
January 1, 2005:	\$34,000
January 1, 2006:	\$35,000

- **WEEKLY ACCIDENT AND SICKNESS:** Effective 1/01/01 the Weekly Accident and Sickness benefit, for claims beginning after that date, will be increased to a 50% formula (50% of the employee's regular straight-time hourly rate at the time the claim begins times forty (40) hours), with a minimum benefit level of \$315 per week.

Effective January 1, 2001, benefits will be payable on the first (1st) day due to an accident and on the eighth (8th) day due to sickness, with a maximum duration of twenty-six (26) weeks.

- **PENSION BENEFITS:** Effective on the dates shown below, increase the benefit level, for retirements that begin on or after the effective date, to the amount shown below per year of Benefit Service under the Plan:

<u>Effective Date</u>	<u>Benefit Level</u>
January 1, 2001	\$30.00
January 1, 2002	\$32.00
January 1, 2003	\$34.00
January 1, 2004	\$36.00
January 1, 2005	\$38.00
January 1, 2006	\$40.00

The Pension Plan will be amended to provide that with respect to any Crossett PACE Local 5-369 employee who (1) is actively employed on or after April 1, 2000 or who retires on account of disability on or after April 1, 2000 (2) qualifies for a retirement benefit payable under the Pension Plan, and (3) incurred a break in service due to an absence from work that began with the strike in 1985 (the "Strike Related Break"), such employee's continuous benefit service earned prior to the Strike-Related Break will be combined with the employee's benefit service earned after returning to employment. Such employee's retirement benefit will then be computed using the benefit level in effect at the time of the employee's subsequent termination or retirement multiplied by the employee's combined benefit service (as determined above). Except as provided herein, the normal Plan provisions regarding breaks in service will continue to apply.

- **401 (k) PLAN:** Effective 1/01/01 the limit on the Company's matching contributions is increased to \$1400.00 per year. The limit will be further increased effective 1/01/03 to \$1600.00 and effective 1/01/05 to \$1800.00. The other provisions of the Plan, including the Company match of \$.50 for each \$1.00 of employee before-tax contributions that are not in excess of 4% of employee compensation, remain unchanged. Effective 1/1/02, add the 401(k) Loan Provision described below:

Effective as of January 1, 2002, the Company will amend the Georgia-Pacific Corporation Hourly 401(k) Plan (the "Hourly 401(k) Plan") to permit participant loans with respect to employees who are paid on a bi-weekly payroll basis. To the extent practicable, the Hourly 401(k) Plan loan provisions relating to eligibility, maximum and minimum loan amounts, loan duration, and interest rate will mirror the corresponding loan

provisions contained in the Georgia-Pacific Corporation Salaried 401(k) Plan (the "Salaried 401(k) Plan") as in effect on January 1, 2002, and as amended thereafter from time to time. The union hereby agrees that the Company has the exclusive right to amend (or discontinue) the Hourly 401(k) Plan loan provisions and to modify the loan policies and procedures from time to time, without advance notice to or consent from the union, to reflect changes, if any, made to the Salaried 401(k) Plan loan provisions, to comply with changes in the law, and to reflect changes in administrative practices, and the union expressly waives any right to bargain over such amendments to the loan provisions and procedures. Except to the extent required by law, no amendment shall change the terms of any outstanding participant loan.

- **SAFETY SHOES:** Effective July 1, 2001, the safety shoe allowance of Section 27:01 will increase to \$95.00.
- **SHIFT PREMIUM:** Effective July 1, 2001, increase the premium to \$.27 for the 3-11 shift and to \$.47 for the 11-7 shift. Effective July 1, 2004, increase the premium to \$.28 for the 3-11 shift and to \$.49 for the 11-7 shift.
- **TOOL ALLOWANCE:** Effective January 1, 2001, increase the tool allowance to \$80.00. Effective January 1, 2004, increase the tool allowance to \$85.00.
- **SPECIAL SURVIVOR BENEFIT PLAN:** Effective January 1, 2001, implement the Plan as described in the Summary Plan Description given to the Union.

EXHIBIT D
ADDITIONAL AGREEMENTS

The following additional agreements and understandings, with the changes noted, are expressly incorporated into and made a part of this Agreement:

Board Mill

Letter dated 7/31/00 from Wayne Thomas to Pete Whiteneck – Change the word “youngest” to “junior” (both places) and renew.

Central Stores

Notation regarding filling of vacations – renew.

Technical Services

Letter dated 11/11/91 from John Jordan to Elton Dumas – renew.

Memo dated 4/7/94 regarding schedule change – renew (applies to 8-hour shifts only)

Memo regarding set ups in #1 & #2 mill – renew

Memo regarding vacation filling in #1 mill (5/8/97) – renew (applies to 8-hour shifts only)

Seniority list – update and include

Memo dated 3/14/95 from John Druskat regarding Quality Assurance Redesign – renew (update \$ amounts)

Memo dated 1/9/98 & 12/22/97 agreement regarding Technical Services Department operations – renew (70% rule per labor agreement to apply for vacations).

Working Document dated 3/17/98 & Working Document dated 10/29/98 – combine and renew as a single agreement

Tissue Converting

Memo dated 9/13/95 from Jim Woods – renew

Letter dated 8/22/97 from Jim Chaney regarding “New A” – renew

Union Proposal on Communications Tower Job – renew (job expected to end appx. Jan. 2002)

Memo dated 10/16/98 from Jim Woods – renew

Proposal dated 5/21/99 regarding A-Division Core Machine – renew (include in Line of Progression)

Memo regarding New “A” Review Meeting 7/27/00 – Delete the last paragraph, starting with “In addition to the above...”, and renew.

Memo dated 8/1/00 – Renew #7. Delete other parts.

#3 Machine Room

Letter dated 8/22/97 regarding #8 Tissue Machine – renew

Letter dated 10/19/00 regarding Equalized Job Classifications – include (with temporary vacancies filling chart)

Tissue Shipping

Letter dated 8/26/97 from James Chaney – renew

Memo dated 8/23/97 – renew

Memo dated 7/8/98 regarding set-ups – renew

Memo regarding filling vacancies dated 11/13/98 - include

Utilities

12-Hour Agreement, COMP I dated 12/28/95 & Addition dated 1/25/96 – Revise the “General Items” section to provide that either party can decide to return to an 8-hour schedule, upon notice to the other party, and renew as revised.

Agreement dated 2/13/98 regarding Power & Steam Restructure – renew with revised staffing numbers and apply 70% rule for vacations per labor agreement.

Amendment to COMP I dated 8/25/99 – renew

Agreement dated 3/8/00 regarding COMP I training procedures – renew

Woodyard

Notation regarding the filling of overtime assignments - renew

Letter dated 11/15/96 from G. Caprio to K. Yelvington - renew

Letter dated 1/9/98 from G. Caprio to J. Chaney - renew

Letter dated 9/12/97 from G. Caprio to K. Yelvington - renew

Maintenance

Memo dated 10/10/00 regarding Maintenance Shifts to Include Weekend Crew – include

COMP I agreement dated 10/10/00 – include

Crosstie Derived Fuel Maintenance agreement dated 10/9/00 – include (subject to concurrence by both unions)

Maintenance Tool Retention Guideline dated 10/9/00 – include

Job Title: Fire Protection Systems Owner/Operator – renew as modified (marked)

Memo dated 4/7/98 Sheetmetal/Mason-Insulator – renew

Memo dated 11/9/00 Auto Shop Clerical Work - include

General

Letter of Clarification – Pay Practice, New Hire Orientation, Etc. dated 10/9/00 – include

Extra Board Transition Plan dated 8/2/00 – include

Memo regarding Summer Student Pay dated 11/6/00 – include

Memo dated 1/10/01 Medical Care Plan – include

Memo dated 11/9/00 regarding Drug Testing Cutoff Levels

Memo dated 11/8/00 regarding Payroll – Correction of Payments

Letter entitled Departmental Agenda Items dated 11/9/00

• Letter entitled Dual Dues Check-Off Deductions dated 3/07/01

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2000

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2001

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2002

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2003

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1	2	3	4	5	6	7		1	2	3	4	5	6	
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15	16	17	18	19	20	21	14	15	16	17	18	19	20	
22	23	24	25	26	27	28	21	22	23	24	25	26	27	
29	30						28	29	30	31				

2004

S	M	T	W	T	F	S	S	M	T	W	T	F	S	
January							July							
				1	2	3					1	2	3	
4	5	6	7	8	9	10	4	5	6	7	8	9	10	
11	12	13	14	15	16	17	11	12	13	14	15	16	17	
18	19	20	21	22	23	24	18	19	20	21	22	23	24	
25	26	27	28	29	30	31	25	26	27	28	29	30	31	
February							August							
1	2	3	4	5	6	7	1	2	3	4	5	6	7	
8	9	10	11	12	13	14	8	9	10	11	12	13	14	
15	16	17	18	19	20	21	15	16	17	18	19	20	21	
22	23	24	25	26	27	28	22	23	24	25	26	27	28	
29							29	30	31					
March							September							
		1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	
28	29	30	31				26	27	28	29	30			
April							October							
				1	2	3						1	2	
4	5	6	7	8	9	10	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	10	11	12	13	14	15	16	
18	19	20	21	22	23	24	17	18	19	20	21	22	23	
25	26	27	28	29	30		24	25	26	27	28	29	30	
							31							
May							November							
						1		1	2	3	4	5	6	
2	3	4	5	6	7	8	7	8	9	10	11	12	13	
9	10	11	12	13	14	15	14	15	16	17	18	19	20	
16	17	18	19	20	21	22	21	22	23	24	25	26	27	
23	24	25	26	27	28	29	28	29	30					
30	31													
June							December							
			1	2	3	4	5				1	2	3	4
6	7	8	9	10	11	12	5	6	7	8	9	10	11	
13	14	15	16	17	18	19	12	13	14	15	16	17	18	
20	21	22	23	24	25	26	19	20	21	22	23	24	25	
27	28	29	30				26	27	28	29	30	31		

2005

S	M	T	W	T	F	S	S	M	T	W	T	F	S
January							July						
						1						1	2
2	3	4	5	6	7	8	3	4	5	6	7	8	9
9	10	11	12	13	14	15	10	11	12	13	14	15	16
16	17	18	19	20	21	22	17	18	19	20	21	22	23
23	24	25	26	27	28	29	24	25	26	27	28	29	30
30	31						31						
February							August						
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28						28	29	30	31			
March							September						
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30	31			25	26	27	28	29	30	
April							October						
					1	2							1
3	4	5	6	7	8	9	2	3	4	5	6	7	8
10	11	12	13	14	15	16	9	10	11	12	13	14	15
17	18	19	20	21	22	23	16	17	18	19	20	21	22
24	25	26	27	28	29	30	23	24	25	26	27	28	29
							30	31					
May							November						
1	2	3	4	5	6	7		1	2	3	4	5	
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28	29	30			
June							December						
			1	2	3	4					1	2	3
5	6	7	8	9	10	11	4	5	6	7	8	9	10
12	13	14	15	16	17	18	11	12	13	14	15	16	17
19	20	21	22	23	24	25	18	19	20	21	22	23	24
26	27	28	29	30			25	26	27	28	29	30	31

2006

S	M	T	W	T	F	S	S	M	T	W	T	F	S
January							July						
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30	31					23	24	25	26	27	28	29
							30	31					
February							August						
			1	2	3	4			1	2	3	4	5
5	6	7	8	9	10	11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	20	21	22	23	24	25	20	21	22	23	24	25	26
26	27	28					27	28	29	30	31		
March							September						
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30
April							October						
						1	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14
9	10	11	12	13	14	15	15	16	17	18	19	20	21
16	17	18	19	20	21	22	22	23	24	25	26	27	28
23	24	25	26	27	28	29	29	30	31				
30													
May							November						
	1	2	3	4	5	6			1	2	3	4	
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28	29	30		
June							December						
				1	2	3						1	2
4	5	6	7	8	9	10	3	4	5	6	7	8	9
11	12	13	14	15	16	17	10	11	12	13	14	15	16
18	19	20	21	22	23	24	17	18	19	20	21	22	23
25	26	27	28	29	30		24	25	26	27	28	29	30
							31						