

K# 1275

1200 PPS

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95 pages

A GREEMENT

BETWEEN

WEYERHAEUSER

PLYMOUTH, NORTH CAROLINA

AND

PAPER ALLIED-INDUSTRIAL,

CHEMICAL AND ENERGY

WORKERS INTERNATIONAL UNION

AND ITS AFFILIATED LOCALS

2-1356 & 2-1423

AND

INTERNATIONAL UNION OF

OPERATING ENGINEERS

AND ITS LOCAL 415

MARCH 12, 2001 - 7/1/07

AGREEMENT

Between

**WEYERHAEUSER
PLYMOUTH, NORTH CAROLINA**

And

**PAPER ALLIED-INDUSTRIAL, CHEMICAL and ENERGY
WORKERS INTERNATIONAL UNION
AND ITS AFFILIATED LOCALS 2-1356 & 2-1423**

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS
AND ITS LOCAL 415**

MARCH 12, 2001

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10

**PAPER ALLIED-INDUSTRIAL, CHEMICAL and ENERGY
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15

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS
AND ITS LOCAL 415**

20

AUGUST 1, 1997

BASIC LABOR AGREEMENT

This Agreement is subject to the provisions and limitations of
25 the National Labor Relations Act as amended June 23, 1947, U.S.
Public Law No. 718, approved June 23, 1938 (The Fair Labor
Standards Act, the Public Contracts Act (Walsh-Healey Act), and
the rulings of Interstate Commerce Commission and any present
or future Federal or State Laws insofar as they apply or may
30 change conditions of employment.

ARTICLE I - GENERAL PURPOSE OF AGREEMENT

The general purpose of this Agreement is in the mutual
interest of the employer and the employee to provide for the
35 operation of the Pulp, Paper, and Packaging facility of
Weyerhaeuser Company at Plymouth, North Carolina, under
methods which will further to the fullest extent possible, the safety
and welfare of the employees, economy of operation, quality and
quantity of output, cleanliness of plant and protection of life and
40 property. It is recognized by this Agreement to be the duty of the

Company and the Employees to cooperate fully, individually and collectively, for the advancement of said conditions.

The parties signatory to this Agreement shall not discriminate against any employee because of race, color, religion, national origin, sex, marital status, age, otherwise qualified handicapped employee, disabled veteran or veteran of the Vietnam era.

It is the intent of the Company and the Union to continue to foster Equal Employment Opportunity in all aspects of the Labor Agreement. To assure continued non-discriminating practices, the parties agree to mutual obligation to comply with laws, rules and regulations, concerning Equal Employment Opportunity, including the Americans With Disabilities Act.

The Company and the Union agree to comply with the Family Medical Leave Act (FMLA) by utilizing the established Weyerhaeuser FMLA process. It is further agreed that unused earned vacation except one week will be applied to FMLA leave.

ARTICLE II - RECOGNITION

The Company recognizes the Paper Allied-Industrial, Chemical and Energy Workers International Union and its affiliated Local Union Nos. 2-1356 and 2-1423 and the International Union of Operating Engineers and its Local No. 415, all affiliated with A.F.L.-C.I.O., as the joint collective bargaining agent at its Pulp, Paper, and Packaging facility of Weyerhaeuser Company at Plymouth, North Carolina, for all Production and Maintenance employees, excluding the following: Office Clerical, Professional and Supervisory Employees and Guards as defined by the Labor Management Relations Act of 1947 and those employed in the Electrical Department in accordance with NLRB Case No.11-RM 60 dated November 12, 1959.

ARTICLE III - CHECK-OFF OF UNION DUES

(A) The Company, after being advised by the Union of the amounts involved, will make monthly deductions for Union dues from the wages of each of its employees covered by this Agreement from whom it shall have received a written assignment requesting it so to do, which assignment shall be in the form set forth on Exhibit "B" attached hereto. The assignment shall not be irrevocable for a period of more than one (1) year from the date of this Agreement or the expiration of this Agreement, whichever

occurs sooner. The monthly deductions shall be in an amount equal to the uniform monthly membership dues of the Union.

(B) If requested by the Union and authorized by the employee in writing on the form set forth on Exhibit "B" attached hereto, the
5 Company will also deduct, once only, the regular and uniform initiation fee for new members.

(C) The Company shall remit the membership dues and initiation fee deducted from employee's wages as above provided to the Financial Secretary of the appropriate Local Union not less
10 than once each month, with a written statement in duplicate of the names of the employees for whom the deductions were made and the amount of each deduction.

(D) The Union agrees to indemnify and hold the Company harmless against any claim which may be made by reason of the
15 deductions provided for above.

(E) In the event that Section 14(b) of the labor Management Relations Act of 1947, as amended, is hereafter repealed and becomes inoperative, it is agreed that for the remaining term of this Agreement, all permanent employees covered by this
20 Agreement who shall then be members in good standing of the Union shall remain members in good standing for the balance of the term of this Agreement, and all permanent employees covered by this Agreement who are not then members of the Union, shall on the thirtieth (30th) day following the effective date
25 of the repeal of Section 14(b), become and remain members in good standing of the Union for the balance of the term of this Agreement. It shall also be a condition of employment that all permanent employees covered by this Agreement and hired on or after the effective date of the repeal of Section 14(b) shall, on the
30 thirtieth (30th) day following attainment of permanent status, become and remain members in good standing of the Union.
40

ARTICLE IV - CONTINUOUS OPERATION

During the term of this Agreement:

35 (A) The Union will not authorize any strike, walkout, slowdown or other interruption of work and if the threat of any such occurrence shall come to the Union's attention, it will endeavor to avert it. It is further agreed that if any strike, walkout, slowdown or other similar interruption of work, not authorized by the Union,
40 should occur, there shall be no financial liability on the part of the

signatory International Unions, their Locals, or the officers thereof; provided that sincere and vigorous steps are taken by said Unions, Locals, and officers to terminate said unauthorized action. Sincere and vigorous steps shall include, but not be limited to, public
5 declarations that the actions taken by the employees is unauthorized and prompt orders that the employees return to work.

The Company may impose, at its sole discretion, disciplinary measures, including discharge, in the case of any or all of the employees who have engaged in or encouraged any of the
10 unauthorized acts described above, and such disciplinary action shall not constitute a grievance within the meaning of Article XXII. Such disciplinary measures shall be final and binding upon the Union and the employees covered hereby, and grievance procedure may only be invoked to determine the question of fact as to whether or not an
15 employee has been involved in any such unauthorized acts.

(B) There shall be no lockout of the employees covered hereby, but nothing in this Agreement shall be deemed to restrict the Company's right, for business reasons only, to extend, limit or curtail operations or to shut down completely, when in its sole
20 discretion, it may deem it advisable to do so. Reasonable notice of any shutdown shall be given to the Union. The Company shall have no liability for failure to comply with any of the provisions of this Section when such noncompliance is occasioned by
25 circumstances beyond its control.

ARTICLE V - DEFINITIONS

"Hours Worked" means the time during which an employee is required to be on duty or to be at prescribed work place.

"Day" means a period of 24 hours beginning at 8:00 a.m. for
30 all employees except Tour employees whose "day" means a period of 24 hours beginning at 7:00 a.m.

"Work week" means a period of seven (7) consecutive days beginning at 8:00 a.m. on Monday and continuing until 8:00 a.m. the following Monday for all employees except Tour employees
35 whose "work week" means a period of seven (7) consecutive days beginning at 7:00 a.m. on Monday and continuing until 7:00 a.m. the following Monday.

"Tour" means any one of the periods into which a day is divided for the purpose of arranging work schedules for continuous operations
40 where the employees are rotated from one period to another.

"Shift" means any employee or groups of employees assigned to tour work.

"Day Workers" means employees who normally do their work during daytime and do not change tours as shift workers do.

5 "Emergency" means an unforeseen combination of circumstances which calls for immediate action.

ARTICLE VI - WAGES

(A) Wage Rate Schedule

10 Wage rates paid in the Company's plant shall be in accordance with the rates set forth in Exhibit "A" attached, and made a part hereof. Wage rates will not be subject to arbitration under this Agreement.

(B) Job Changes

15 When changes are made in the plant which create new jobs, or substantially change the duties of existing jobs, the Management will meet with the Unions concerned before the above mentioned changes are placed in operation, and receive from them their suggestions as to size of crew and appropriate
20 rates of pay. If after discussion, mutually satisfactory rates cannot be agreed upon, management will set rates, but such rates may be subject to further negotiations at the next General Conference in a separate discussion from other adjustment requests, and any changes agreed upon at that time shall be retroactive to the date
25 of the job changes which occasioned the job adjustments.

(C) Overtime

Overtime at the rate of time and one-half will be paid for all hours:

30 **(a)** Worked in excess of eight (8) hours in any one twenty-four (24) hour period. One twenty-four (24) hour period shall not begin prior to the end of the previous twenty-four (24) hour period.

(b) Worked in excess of forty (40) hours in any one week.

(c) Worked on the following holidays:

Fourth of July	Easter Monday
Labor Day	Day After Thanksgiving
Thanksgiving Day	December 23
**Christmas Eve	**December 26
**Christmas Day	December 27
Employee's Hire Date	Employee's Birthday

40 Memorial Day
** Double time for all hours worked.

(d) Worked in a twenty-four (24) hour period when an employee works more than sixteen (16) hours during that time.

One twenty-four (24) hour period shall not begin prior to the end of the previous twenty-four (24) hour period. Employees 5 shall continue to receive time and one-half until they have at least a period of eight (8) consecutive hours rest. The employee's regular lunch period will be considered as part of the sixteen (16) hour work time, but excluded from the time actually paid for. The hours of an employee's scheduled shift worked under this 10 provision shall be considered as straight-time hours for the purpose of calculating overtime after forty (40) hours in any week.

(e) Worked on Sunday (Sunday 8:00 a.m. to Monday 8:00 a.m. for all employees except Tour employees whose Sunday will be Sunday 7:00 a.m. to Monday 7:00 a.m.). Sunday premium will 15 not be offset for holidays falling on Sunday.

(f) Worked during emergency call-ins as provided in Paragraph (d) of this Article.

(g) Worked by an employee at any time other than regularly scheduled shift during a work week that includes a 20 Sunday.

This provision (g) is intended to cover only those cases where an employee would lose overtime pay because of Sunday premium when called out on other than the employee's scheduled hours of work.

25 (h) The Company will pay one and one-half (1-1/2) times the regular rates of pay for all work performed on Sundays. Sunday pay will not be offset by weekly overtime. If two (2) or more provisions of the Labor Agreement apply for the same hours on Sunday only one, whichever is greater, shall apply.

30 All hours worked on any holiday, and hours eight (8) not worked on a holiday which fall on a day an employee is normally scheduled to work and hours worked on an employee's scheduled day off shall be considered as straight time hours for the purpose of calculating overtime after forty (40) hours in any week.

35 With the exception provided for in the preceding paragraph, only one basis for calculation of applicable overtime pay shall be used for the same hours, but that basis which provides the greatest amount of compensation shall be used.

40 There shall be no staggering of time or layoffs on regular working days to avoid payment of overtime unless same is

required in order not to exceed the maximum days allowed by the State Labor Laws of North Carolina. However, day-scheduled employees may be rescheduled provided:

5 (1) The employee is notified sixteen (16) hours in advance, or by the end of their regular shift the day preceding the actual schedule change.

(2) The job is to last sixteen (16) hours or more.

(3) The schedule is changed only on those days on which work on the job in question is being done.

10 If the hours worked on the second shift are less than eight (8), the employees will receive time and one-half for the hours actually worked, or eight (8) hours pay, whichever is greater, and allowed to go home upon completion of the job for which employees were rescheduled.

15 Rescheduled employees may be assigned to other emergency jobs in the same department without any penalty to the Company. Employees rescheduled will not be assigned to any nonemergency work anywhere or to an emergency job in another department without penalty of a call time for each job.

20 Employees held over may be assigned to other emergency jobs in the same department without penalty to the Company. Employees that are held over will not be assigned to any nonemergency work anywhere or to an emergency job in another department without penalty of a call time for each job.

25 **(D) Reporting and Call-In Allowances**

Employees reporting for work on their regular shifts shall be entitled to no less than two (2) hours pay, employee actually beginning work at anytime (call time excepted) shall be guaranteed no less than four (4) hours of work, except in cases
30 of storms, floods, accidents, power breakdowns and other causes beyond the control of the Company, unless notified at least two (2) hours prior to the beginning of their regular shift by telephone. Each employee who desires to be notified must give the Company an operating telephone number. If the employee does
35 not, he/she will not receive reporting pay. Beginning work as applied to reporting allowance shall be defined as the employee having passed through an authorized entrance.

Any Tour or Day worker notified/called in to work at a time other than the designated starting time will be paid time and one-
40 half for the actual time worked during this period, but in no event

will less than four (4) hours straight-time be paid. In order to receive call pay the employee must report within thirty (30) minutes of the time it would normally take the employee to get to work. This would not apply to nonproductive work, start-up following mill 5 outages, or requests to be excused initiated by the employee.

Employees called in for emergency work at times other than their designated starting time will be paid time and one-half for the actual time worked but in no event shall less than four (4) hours straight time be paid for any one call. Employees so called for emergency work 10 shall be allowed to leave when the emergency work is finished, regardless of time actually worked and will not be assigned to any emergency work outside of the department to which employee was called without penalty of additional call time. Employees so called will not be assigned to any nonemergency work.

15 An employee held-over or scheduled-in to drape a wire will be paid two (2) hours pay at the straight-time rate or at time and one-half, whichever is greater.

Call-time does not apply to employees who are notified to immediately return before they have left the Company's parking 20 lot area, but shall be paid at the rate of overtime for all hours subsequent to their quitting time.

It is the duty of every employee to respond when called for an emergency unless he/she has reasonable excuse for not doing so.

Call-time on the designated holidays shall be at double-time 25 for the hours actually worked, but in no event shall less than six (6) hours be paid for any one call.

The Company is not obligated to call in employees for emergency work unless they can be notified by telephone.

An employee called in specifically for a wire change or 30 machine clothing change will be paid under the call time provision regardless of the job to which the employee may be assigned.

ARTICLE VII - MEALS AND MEALTIME

(A) All employees except Maintenance employees will receive 35 a one-time \$.05 per hour increase applied to their classified rate as future compensation for meal tickets. These employees when working overtime will be allowed time off, without loss of pay, to obtain a meal at normal mealtimes. If impractical for an employee to leave the job, the supervisor in charge will arrange for someone 40 to go for the meal.

Any Production employee called in for emergency work will not be required to work beyond five (5) hours without being allowed thirty (30) minutes time off to eat.

(B) The following applies to all Maintenance employees:

5 (1) When an employee works overtime he/she shall be allowed thirty (30) minutes off to obtain a meal without loss of pay after two (2) hours of extended shift and for subsequent five (5) hour periods thereafter.

10 (2) For shift workers working over, one (1) meal allowance and time off to obtain a meal will be allowed at regular mealtimes. This does not apply to shift workers who have been permitted to swap shifts at their own request.

15 (3) When an employee has been rescheduled to work on a twelve (12) hour shift, the lunch period of thirty (30) minutes will be considered as time worked. When an employee is required to work overtime, at the end of an assigned shift of twelve (12) hours, he/she will not be expected to work two (2) additional hours before being given a mealtime, but will be given a mealtime without loss of pay before starting the extended tour and at five
20 (5) hour intervals thereafter until the end of the extended shift, provided his/her tour of duty is to extend beyond such interval and further provided that such mealtime allowances will be limited to thirty (30) minutes.

25 (4) Employees required to work any part of their scheduled lunch period shall receive pay for the entire lunch period unless they request and are given a full length lunch period later in the shift.

(5) Any employee called in for emergency work shall be entitled to a paid mealtime after the first five (5) hours of such
30 work, and at five (5) hour intervals thereafter.

(6) If, at such a mealtime interval as set forth in B1 and B3 above, it appears to the supervisor that the work which occasioned the overtime can be completed in a relatively short time (less than an hour) and in the interest of time elects to complete the job
35 without allowing the mealtime, the employees so involved will be given an extra half-hour at the overtime rate in lieu of the meal time.

ARTICLE VIII - HOURS OF WORK

Normal hours of work for Tour and Day workers shall be
40 according to schedules prepared by the Company and agreed to

by the Unions concerned.

The Company will endeavor to so arrange the work of Day workers that they will work five (5) consecutive days of eight (8) consecutive hours, lunch period excluded.

5 Qualified senior Mechanics and qualified senior Instrument Technicians will be given preference for Shift work or Day work when permanent vacancies occur, or for temporary vacancies in excess of three (3) days. Incumbents occupying a shift position will remain on this assignment. Future vacancies, permanent or
10 temporary, will be filled by the senior Senior Mechanic or the senior Senior Instrument Technician certified in the required skills.

Regular rotating employees who would normally work on a shift immediately following the announced shutdown time, and where the operation runs more than two (2) hours beyond the
15 announced shutdown time, such employees will be notified to report at their regular shift time in accordance with provision for reporting as set forth in the Agreement.

The Company may schedule Woodyard day shift to work Sunday through Friday, thereby giving the employees
20 consecutive days of work and consecutive days off.

Each worker shall be in his/her place ready to begin work at designated starting time and shall not stop work before the designated quitting time. Employees will not be allowed to report earlier than thirty (30) minutes and to relieve earlier than fifteen
25 (15) minutes prior to the start of their shift unless otherwise directed to do so. When an employee reports for work late and arrangements have been made to cover the job, the late employee may or may not be permitted to work, but in either case will be subject to the disciplinary procedure.

30 The employee reporting for work late will not be eligible for reporting pay if not permitted to work.

At the end of a shift, no Tour worker shall leave his/her place to wash up and dress until his/her mate has changed clothes and reported to take on the responsibility of the position. If a Tour
35 worker does not report for his/her regular shift, his/her mate shall notify the Department Superintendent or Supervisor. The employee shall then remain at his/her post until a substitute is secured and, if necessary, shall work an extra shift. However, if overtime would be involved, the employee who is not relieved will be offered the
40 overtime work. It will be the practice to setup on shift.

In the event of a vacancy of which supervision had prior notice, and where overtime would be involved to fill said vacancy, the employee in the same classification on the preceding shift will be offered the overtime shift on the first day. If the vacancy extends more than one day, the subsequent overtime shifts shall be offered to an employee in that classification involved.

PROCEDURES TO FOLLOW TO FILL TEMPORARY VACANCIES OF LESS THAN A WEEK'S DURATION:

1. It will be the practice to setup on shift if overtime is not involved.

*2. If overtime is involved on the first shift, ask the employee who worked the preceding shift if he/she wants to double-over.

3. Ask the off-employee in the same job classification to come in and fill the vacancy.

4. Ask the remaining employee in the same job classification to come in and fill the vacancy.

5. If you still cannot get anyone to work, then you can fill the job any way you can, consistent with good management principles.

(a) Ask a trained employee from the next lower job classification to work.

(b) Double the employee for which you have no relief.

On the second shift and thereafter, Item #2 should come after Item #4.

*Subsequent days of absence without at least four hours notice will be filled as first day of absence.

Tour workers and Day workers may, with the consent of the supervisor over them, swap shifts, if they so desire, provided, however, no overtime payments are thereby incurred. No Tour or Day workers shall be required to swap shifts without their consent, except in emergencies beyond the control of the Company.

If the supervisor refuses a request for a swap as outlined in this Article, he/she must give reason in writing for the refusal without unnecessary delay. If the worker is not satisfied that the reasons given are just and sufficient he/she has right of immediate appeal to the next higher step in supervision.

It is the duty of each worker to report for his/her designated shift unless they have already arranged for a leave of absence. If unavoidably prevented from reporting, employees shall give their supervisor or the supervisor on duty (who will fill out an absence

slip in triplicate) at least four (4) hours notice before his/her designated starting time except in case of sickness or other legitimate causes that prevented giving notice. After a Tour worker has been absent from work for less than seven (7) calendar days, 5 he/she shall give the supervisor at least eight (8) hours notice previous to the beginning of the period in which he/she intends to resume duty. Sixteen (16) hours notice must be given for an absence of seven (7) calendar days or more.

When a Maintenance employee who is assigned to a rotating 10 shift is absent from work because of illness or other reasons when the time of return is not predetermined, he/she will be returned to their regular shift by the following Monday.

Any employee absent for four (4) days or less due to illness 15 to work shall not be required to have a doctor's release in order to return to work.

ARTICLE IX - SENIORITY

Employees laid off because of lack of work shall lose their seniority if they do not notify the Company of their intention to 20 return to work within seven (7) days, and to actually report for work within fourteen (14) days after receipt of such notification by registered mail to their last Personnel address unless an extension of time is mutually agreed upon.

Employees who enter Armed Services will be returned to their 25 job upon their return from Service in accordance with applicable State and Federal Regulations then pertaining.

Any employee promoted to a supervisory job in his/her own department will accumulate seniority in that department for a period of six (6) months. During that period he/she may return to 30 his/her former position at his/her option. Other employees affected as a result of this return, may assume their former position. The six (6) month period does not apply when an employee is filling a supervisory vacancy due to illness, vacations, or military leave. The six (6) month period may be 35 extended by mutual agreement. An hourly paid employee filling a supervisory position will fill this position on a twenty-four (24) hour basis or seven (7) day week basis except an employee may return to his/her scheduled shift within a twenty-four (24) hour period when moving from one work week to another.

40 An employee promoted to a nonbargaining unit job outside

his/her department on a permanent basis in the Plymouth Complex will accumulate seniority in his/her own department from which promoted for a period of ninety (90) days and shall not be called upon to fill the same job again within a six (6) month period.

5 Permanent employees laid off or placed on the Extra Board through no fault of their own shall have preference for any work on permanent jobs according to their department, bargaining unit and plant seniority. For temporary jobs covering a full work week, these employees may exercise their seniority rights as stated
10 above. The full work week vacancy requirement may be waived to avoid layoff. Department seniority shall govern in all cases.

The Union and the Company will cooperate to achieve the most efficient utilization of manpower and in equal degree, the fullest protection of employee's seniority rights. The parties will
15 develop such methods of handling problems arising from the above policies as may be most effective, subject, if necessary, to recourse to the grievance procedure.

In cases of promotion or transfers where seniority is not the determining factor, the Shop Committee shall, whenever feasible,
20 be notified in advance. When not feasible, the promotion will be considered temporary for one week following such notification to the Shop Committee, during which time the Shop Committee shall have the opportunity to discuss the matter with the supervisory personnel involved.

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

Production employees who work with the Maintenance crew in lieu of layoff will be paid at the rate of \$13.945 per hour,
30 provided the rate of their regular job rate is \$13.945 per hour or over. If their job rate is less than \$13.945 per hour, they shall receive their regular rate. (The \$13.945 rate will increase to \$14.365 effective August 1, 1998, and \$14.725 effective August 1, 1999, and \$15.165 effective August 1, 2000, and \$15.62 effective
35 August 1, 2001).

An employee transferred to a higher rated job will be paid the rate which has been established for the higher rated job, it being understood that in cases where the employees are breaking in, only one (1) shall be paid the higher rate.

40 In case of partial, temporary plant shutdown, senior employees

affected may at their option exercise their seniority rights, and will be placed within thirty-two (32) hours. Employees exercising their option, will receive the rate of the job to which they transfer, and will not be entitled to daily overtime provision due to such
5 transfer.

Employees who are working on a temporary rate will be compensated for overtime, call-out and holidays on the same basis as if the temporary rate were permanent. Employees who are scheduled to work at a setup rate for the work day(s) immediately
10 prior to the holiday(s) and the work day(s) immediately following the holiday(s), will be paid the setup rate for the holiday(s). Employees who are not available for work during the holiday period shall have their pay computed at their permanent straight time rate. Holiday pay, eight (8) hours, shall be at the employee's permanent
15 or temporary rate, whichever is greater.

The Company and the Unions recognize their joint responsibility to keep each department of the plant operating efficiently and fully manned. To this end, the Union agrees that employees should make every reasonable effort to keep their
20 department staffed, and in emergency conditions, to assist in other departments that are temporarily understaffed. The Union reserves the right to make an issue out of any case in which any abuse of this section is claimed to exist.

Temporary and permanent vacancies will be filled by
25 employees with the greatest seniority first by department, second by bargaining unit, and third by plant seniority. Any modifications of this policy in individual cases will be by mutual agreement of the Company and the signatory Union or Unions concerned.

Permanent vacancies in the line of progression will be filled
30 promptly. Temporary vacancies will be discussed with the Union concerned.

Past practices in filling vacancies within the Laboratory Department will be continued.

It is understood and agreed that in case of promotion and
35 transfer for employees covered by this Agreement to jobs within the bargaining unit, the senior qualified employee will be promoted or transferred. Should a question arise as to whether or not the senior employee is qualified, (and it cannot be resolved by agreement between the Union and Management), the senior
40 employee will be given a ninety (90) day trial period on the job in

question. After a fifteen (15) day trial period and prior to ninety (90) days, it will be the employee's option to return to his/her former job. Such job assignments shall be considered permanent after ninety (90) days. If during the trial period, the Union and the
5 Company agree that the employee is not performing satisfactory the functions of the job, the following steps will be taken. In the case of transfer, employees will be returned to their former position. In the case of being moved back from a promotion during the trial period, the employee will be returned to his/her
10 former position and will become junior to the next oldest employee. No employee will be considered for promotion or transfer to the same job in which he/she did not perform satisfactorily for any vacancies which occur within six (6) months following unsatisfactory performance, and after a second trial and
15 a second failure, the employee will not again be promoted or transferred unless the Union and the Company agree that he/she is entitled to another trial. The foregoing language shall apply to all employees covered by this Agreement whether or not they promote or transfer to another unit.

20 Employees who have frozen must rotate into no more than one task package that they have previously performed or have the capability to perform, to the extent required to avoid blocking rotation prescribed by the pay-for-skills system.

The following language applies only to the employee entering
25 a line of progression after August 1, 1980.

No employee shall be allowed to refuse a temporary or permanent promotion from one job classification to another within an established job progression with a higher rate of pay except in the following circumstances:

30 The Company and the Union will consider physical handicaps, mental handicaps, job performance requirements or hardship cases on an individual basis and may allow an employee to temporarily refuse promotion for as long as the handicap or hardship exists.

35 Employees who are allowed to refuse a promotion shall lose seniority to the employee who accepts such promotion. A line of progression shall not be blocked by employees who are frozen. In order to permit other employees to train for advancement, no more than twenty-five (25) percent in any job classification may be frozen
40 at a time. Incumbents are excluded from the above provision.

An Extra Board employee will be considered a permanent employee after ninety (90) days since his/her last hire and entitled to all benefits at that time; seniority, pension and vacation eligibility retroactive to his/her last hire date.

5 Seniority will apply for filling permanent vacancies.

Any employee hired directly into a permanent classification from outside the Company will be considered as a permanent employee after ninety (90) days since his/her last hire and entitled to all benefits at that time; pension and vacation eligibility

10 retroactive to his/her last hire date.

The following applies only to the Paper Allied-Industrial, Chemical and Energy Workers International Union:

15 In cases of reduction in forces, extended curtailment of production or demotions, employees will be demoted in the reverse order of their promotion and laid off in the reverse order of their seniority.

20 Seniority shall prevail in slack seasons in case of layoffs. Employees with the least amount of department seniority shall be laid off first. This paragraph applies to millwrights, machinists, welders and pipefitters only.

The following applies only to the Paper Allied-Industrial, Chemical and Energy Workers International Union and its
25 **affiliated Local 2-1423:**

All temporary vacancies in pay-for-skills work designs will be filled by shift set up rather than seniority set up.

In non-pay-for-skills work design areas the following applies:

30 When a temporary vacancy occurs, it will be filled by setting up on the shift on which the vacancy occurs until the end of the scheduled week at which time, the qualified senior employee on the job immediately below said job in the department seniority scale will be setup for the duration of the temporary vacancy.

35 Since temporary advancements are for the purpose of training employees for higher jobs, it will be mandatory that all permanent and temporary setups be taken by the senior qualified employee, who fills said vacancy. In taking a setup, no employee will be required to lose any overtime hours, but in exercising this seniority, he/she must take the hours of the shift.

40 In taking a setup, an employee will be returned to his/her

regular shift to make up those hours they would have worked if they had not changed shifts.

The following applies only to the International Union of

5 Operating Engineers:

In case of rehire, employees with the longest period of service who are then available shall be rehired first and the seniority rights of any employee shall terminate upon the severance of his/her connection with the Company by resignation, or

10 discharge, if proved justified.

Notwithstanding departmental seniority, any employee so promoted shall be entitled to reinstatement in his/her former job should they be displaced by a returning veteran.

Seniority shall prevail in slack seasons in case of layoffs.

15 Employees with the least amount of departmental seniority shall be laid off first.

In cases of reduction in forces, extended curtailment of production or demotions, employees will be demoted and laid off in the reverse order of their promotion. It will be mandatory that all

20 permanent setups be taken by the senior qualified employee, or they will be superseded in seniority by the next senior qualified employee who fills said vacancy.

The seniority provisions of this Agreement shall apply for filling vacancies in the Turbine Room, Demineralizer, Power

25 Department and Utility Mechanics either temporary or permanent. However, if a senior employee allows another employee with less seniority to fill a vacancy, he/she shall then become junior to the employee filling the vacancy, except that if the senior employee is displaced from his/her regular job through no fault of his/her own.

30 All temporary vacancies in pay-for-skills work designs will be filled by shift set up rather than by seniority set up.

In non-pay-for-skills work design areas, the following applies:

All temporary promotions (i.e., vacations, sickness, AWOL, etc.) will be filled where possible by setup on shift by employees

35 who are qualified. Temporary vacancies due to vacations and all other temporary vacancies of three (3) weeks duration or less, will be filled where possible by setup on shift by employees who are qualified. When a temporary advancement is over three (3) weeks

40 duration for any reason except vacations, then the senior qualified employee in the department shall take over the job.

Where jobs are not closely coordinated so that an employee can learn the job during ordinary work, the Company will qualify the employee for the next job above.

Any Tour worker or instrument technician called on duty at a time other than the designated starting time to do emergency work will be paid at time and one-half for the actual time worked during the period of call, but in no event shall less than four (4) hours straight time be paid for any one call. Employees so called for emergency work shall be allowed to leave when the emergency work is finished, regardless of time actually worked and will not be assigned to any work not pertaining to the source of trouble which originated the call out, without penalty of additional call time. Employees so called shall not be assigned to any non-emergency work. Rescheduled instrument technicians may be assigned to other emergency jobs pertaining to the source of trouble which necessitated the reschedule without any penalty to the Company. Employees rescheduled will not be assigned to any non-emergency work anywhere or to an emergency job not related to the source of trouble without penalty of call time for each job.

Instrument technicians held over may be assigned to other emergency jobs pertaining to the source of trouble which necessitated the holdover without penalty to the Company. Employees that are held over will not be assigned to any non-emergency work anywhere or to an emergency job not pertaining to the source of trouble which necessitated the holdover without penalty of a call-time for each job.

When two (2) or more employees are working the same shift in the same job classification and working on job assignments the senior qualified employee will be entitled to the overtime on the first shift.

The following applies only to the Paper Allied-Industrial, Chemical and Energy Workers International Union and its Local 2-1356:

All temporary vacancies in pay-for-skills work designs will be filled by shift set up rather than by seniority set up.

In non pay-for-skills work design areas, the following applies:

In taking a temporary setup an employee will be returned to his/her regular shift, once during each period of temporary setup,

to make up those hours they would have worked if they had not changed shifts. Vacation relief shall be by shift setup.

ARTICLE X – VACATIONS

5 Employees covered by this Agreement shall be granted vacations with pay in accordance with the following scheduled and eligibility requirements:

1. Employees who have completed one (1) year of service, as defined below, shall receive a paid vacation of seven (7) 10 consecutive days.

2. Employees who have completed three (3) years of service shall receive a paid vacation of fourteen (14) consecutive days.

3. Employees who have completed eight (8) years of service shall receive a paid vacation of twenty-one (21) consecutive days.

15 4. Employees who have completed twelve (12) years of service shall receive a paid vacation of twenty-eight (28) consecutive days.

5. Employees who have completed eighteen (18) years of service shall receive a paid vacation of thirty-five (35) consecutive 20 days.

6. Employees who have completed twenty-five (25) years of service shall receive a paid vacation of forty-two (42) consecutive days.

Vacation pay shall amount to two percent (2%) of the previous 25 calendar year's earnings for each week of vacation to which employee is entitled.

(a) To be eligible for a paid vacation, an employee shall have completed one or more years of continuous employment in the Company's service on December 31 of any year. He/she must 30 also have completed at least 1,040 hours of work in the previous year. Time lost because of sickness or accident shall be considered as time worked in computing the 1,040 hours.

New employees who are on the payroll December 31, and have completed 1,040 hours or more of work by December 31, 35 since their last employment, shall be granted a vacation with vacation pay.

New employees who are on the payroll on December 31, and have not completed 1,040 hours by December 31, since their last employment shall be granted vacation pay without time off, and 40 such vacation pay will be payable after June 1 of the following

year if said employee still remains in the employ of the Company.

In cases of returning Service people, if the hours worked during the year they enter Service and the year they return to work total 1,040 hours or more, they will be given a vacation with 5 vacation pay.

(b) The Company reserves the right to determine when any and all vacations will be permitted. It is understood that should an employee have been separated from the payroll after qualifying for a vacation, but before it is scheduled, the said employee will 10 be paid for the qualified vacation.

(c) If desired, the employee may draw his/her vacation pay at the beginning of their vacation period.

(d) The vacation due in any calendar year commencing January 1 must be taken during that year. Vacation periods are 15 not accumulative nor transferable.

(e) All vacations shall begin on Monday.

(f) An employee may elect to receive pay for all vacation in excess of one (1) week. When an employee has had his/her vacation scheduled the time of vacation will not be changed 20 without fifteen (15) days notice, either by the Company to the employee or by the employee to the Company. Any modification of the above provisions will be by mutual agreement between the Company and the standing Committee of the Union concerned.

(g) The Company reserves the right to schedule the vacation 25 period for each employee as well as to generally administer the vacation plan in accordance with the foregoing provisions, and to close the plant or individual department thereof for one week during the summer, if such plan is felt to be in the best interest of the Company, provided, however, that in any case in which the 30 Company closes the plant for vacations, the signatory Unions will be given at least fifteen (15) days advance notice of closure. In case of plant shutdown for vacations, the requirements of consecutive days may be waived. However, any employee who is eligible for more than one (1) week of vacation and who desires to 35 take their full vacation at another time during the year may do so, and if necessary, lose work and pay during the shutdown period.

(h) Vacations will, as far as possible, be granted at the time most desired by the employees and where possible, the seniority rules will apply when there is a dispute between one or more 40 employees as to the time of their vacation.

(i) Employees may at their option take vacation in separate one-week periods.

(j) Employees will receive that proportionate part of their vacation pay accumulated during the current year, when terminated, provided they have one or more years of continuous service as of the previous December 31. In case of quit, employees must give at least one (1) week's notice to be eligible for this vacation pay.

(k) The Company may not schedule or reschedule an employee's vacation period while the employee is absent from work due to illness or injury except by mutual consent.

(l) The Company will pay forty (40) times the regular hourly rate per week of vacation to any employee who has three (3) years of continuous service if the amount of vacation pay on the two percent (2%) basis is smaller because of sickness or industrial accident in the preceding year. To be eligible for the above, the employee must have received compensation for time worked during the preceding year.

(m) Beneficiaries of deceased employee will receive all vacation monies to which the employee was entitled at the time of death.

(n) All vacations will be scheduled no later than December 1. Once employees exercise their option to take pay in lieu of taking vacation, they will not be allowed to change their option.

(o) Family Medical Leave – unused earned vacation except for one week will be applied to FMLA leaves.

ARTICLE XI - HOLIDAYS

The following days shall be known as paid holidays:

30	Easter Monday	**Christmas Eve
	Memorial Day	**Christmas Day
	Fourth of July	**December 26
	Labor Day	December 27
	Thanksgiving Day	*Employee's Birthday
35	Day after Thanksgiving	*Employee's Hire Date
	December 23	

*No-Work Holidays for the employee.

**Double time for all hours worked on these holidays.

All eligible employees under this Agreement shall receive pay for eight (8) hours at their straight-time rate per hour for the week in which the holiday occurs for each of the thirteen (13) holidays

listed above, in addition to any pay for work on the holiday.

All workers working the above holidays will be paid at the rate of time and one-half for all hours worked. All hours worked on holidays will be considered as straight time hours in computing 5 overtime after forty (40) in any one week.

For Day workers the holiday shall consist of twenty-four (24) hours beginning at 8:00 a.m. on the day observed as a holiday, and ending at 8:00 a.m. the following day.

10 For Tour workers the holiday shall consist of twenty-four (24) hours beginning at 7:00 a.m. on the day observed as a holiday and ending at 7:00 a.m. the following day.

With the exception of December 23, Christmas Eve, Christmas Day, December 26 and December 27, holidays falling on Sunday shall be observed the following day.

15 Employees will be notified at least fourteen (14) days in advance of the mill's operating posture for December 23, 24, 25, 26, and 27.

The employee's birthday and the employee's hire date will be no-work holidays for the employee. In the event either holiday 20 falls on another contractual holiday, on which the employee is normally scheduled to work, the employee will have the option of observing his/her holiday on another workday within the same week. February 29 holidays may be taken February 28, if other than Leap Year.

25 An employee's birthday holiday and an employee's hire date holiday may be observed on another day during the same week subject to the following:

(1) The employee notifies his/her supervisor at least seven (7) days in advance.

30 (2) The Company reserves the right to limit the number of employees that may be off on a day other than the employee's birthday holiday or hire date holiday.

(a) Employee Eligibility for Holiday Pay

In order to be eligible for holiday pay an employee must have 35 had ninety (90) days of continuous service and must have worked the scheduled workday preceding and the scheduled workday following any such holiday unless absent for justifiable cause. Extra Board employees, except permanent employees who have been transferred to the Extra Board, must have had ninety (90) 40 days of continuous service and must have worked a total of forty

(40) hours during the fourteen (14) days preceding the holiday.

(b) If an employee is scheduled to work on any such holiday and fails to report without justifiable cause, he/she shall not receive holiday pay.

5 (c) It is understood and agreed that an employee shall be considered absent for justifiable cause if:

(1) Employee is on vacation.

(2) Employee is so sick that he/she is unable to report for work and is able to prove such sickness. (This does not mean
10 sickness growing out of an overdose of alcohol).

(3) The sickness of some member of the employee's family makes attendance impossible, and the employee is able to prove such sickness.

(4) Employee has been advised by his/her supervisor that
15 his/her services are not required.

(5) Employee is otherwise absent because of direct action initiated by the Company.

(6) An employee excused from work by his/her supervisor shall be deemed a justifiable absence.

20 (d) It is further understood that the employee is not absent with justifiable cause if:

(1) Employee is absent on a leave of absence initiated by the employee.

(2) Employee merely fails to report because he/she does
25 not care to work.

(3) Employee is absent for other personal reasons of his/her own

(e) Employees who are out of work, for extended periods of illness or injury, shall be entitled to holiday pay for those holidays
30 remaining during the twelve (12) month period following the date such period began.

ARTICLE XII - INSURANCE

The Company agrees to deduct the appropriate insurance
35 premium from the pay of all employees desiring to be covered by such insurance, and to forward such premiums to an insurance carrier mutually agreeable to the Union and the Company. Such designation of carrier will not be changed more often than once a year.

40 The Company and the Union agree to establish Weyerhaeuser

Health and Dental Care Plans administered by Cigna HealthCare, Aetna Life Insurance, Weyerhaeuser Short-Term Disability as prescribed by the negotiated plans.

The negotiated plans although separate are a part of this Agreement.

Premium cost for employee and dependent benefit coverages will be paid as prescribed by the negotiated plans.

The Company will pay the difference between Workers' Compensation and the applicable weekly indemnity amount to an employee for that time which he/she loses from work to an industrial accident. This applies for a maximum of twenty-six (26) weeks for each accident.

ARTICLE XIII – PSP (PERFORMANCE SHARE PLAN)

The Performance Share Plan is a company profit-sharing plan that:

- Recognizes the value of your contribution to the company's success.
- Provides a way for you to share in that success by making you a shareholder.

The Performance Share Plan contribution is based on:

- The Company's prior year's earnings.
- How well Weyerhaeuser compares with industry competitors.

Each year, the company's Board of Directors decides how much will be contributed to the plan, based on the company's overall performance. All employees receive the same percentage of contribution ranging from 0 to 3.5 percent of base pay during the previous year (as described in the plan).

The contribution is used to buy Weyerhaeuser stock, which is held in an account for you. Dividends are reinvested in stock until you leave the company. You get a yearly statement (usually in June) that shows how your account is doing. Your PSP contribution and earnings are not taxed until you receive payment from the plan.

The balance of your PSP account is available to you when you retire or leave the company. How much you can take when you leave depends on your years of service with the company. This is called "vesting." Generally, you are 100 percent vested in your account after seven years of company service.

Because the PSP contribution is based on company performance during the prior year, to receive a contribution you must be employed by the company on December 31 of the year before the award is made.

5

ARTICLE XIV - PENSION PLAN

The Pension Plan as negotiated shall be made a part of this contract, subject to the United States Treasury Department approval. The Company agrees it will not exercise, prior to termination date of the Agreement, the rights reserved to it in the Retirement Plan to modify, change, amend or terminate the Plan with respect to the employees represented by the Unions.

Effective August 1, 1994, the pre-retirement survivor benefit will be changed from a 50% joint annuity to a 100% joint annuity.

15 Effective August 1, 1994, the early retirement and reduction factors from age 62 down to age 55 will decrease 5%/year such that the factor at age 55 will be 65%.

	<u>Age</u>	<u>Benefit</u>	<u>Age</u>	<u>Benefit</u>
20	64	100%	59	85%
	63	100%	58	80%
	62	100%	57	75%
	61	95%	56	70%
	60	90%	55	65%

25

PENSION AMOUNTS

	<u>Date</u>	<u>\$/Month/Years of Service</u>
	August 1, 2001	\$38.00
	August 1, 2002	\$39.00
30	August 1, 2003	\$40.00
	August 1, 2004	\$41.00
	August 1, 2005	\$42.00
	August 1, 2006	\$42.00
	August 1, 2007	\$42.00

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SOCIAL SECURITY SUPPLEMENT

Effective August 1, 2001:

For any pension plan participant that retires on or after age 60, an additional pension benefit will be payable as follows provided the participant is enrolled in their existing Mill Health Care Plan (through

40

a COBRA extension) or in a Weyerhaeuser health care plan for retirees (currently this is the Comprehensive plan for hourly employees or the Catastrophic plan for hourly employees):

5 The amount of the benefit will be payable from retirement age until age 65. In no case, can this amount be greater than the amount of the participant's social security benefit.

The amount of the benefit at age 62 will be 40% of the retiree's
10 benefit and will be payable in the same optional forms as that benefit.

For amounts payable prior to age 62, the benefit amounts will be as follows:

Age 60:	24%
15 Age 61:	30%
Age 62 and older:	40%

Participants must enroll in a Weyerhaeuser Company Health Care plan for retirees for which they are eligible and will be
20 responsible for the entire premium for any coverages they elect (i.e., retiree and/or spouse).

ARTICLE XV - 401(k) PLAN

Effective August 1, 1996, modify the present 401(k) Plan to
25 allow for a Company match of \$.50/\$1.00 on the first 5% of an employee's contribution.

ARTICLE XVI - JURY PAY

When an employee is required to perform jury service, the
30 Company shall reimburse him/her for loss of regular wages which occur as a result of such services. Reimbursement shall be limited to the difference between pay received for jury services and pay for regularly scheduled hours of work.

(A) "Day Worker" (not shift) discharged from local jury duty by
35 12:00 noon will be required to report for the balance of his/her work day.

(B) An employee on the 3-11 shift, if discharged by 11:00 a.m., will be required to report unless released by his/her supervisor.

(C) An employee on the night shift (11-7) will not be required to
40 report except on the last day of jury duty, providing he/she did not

work the 11-7 shift immediately preceding his/her start of jury duty.

A certificate of attendance and a statement of juror's fees received will be required before reimbursement is made.

Hours paid for jury duty will not be counted as hours worked 5 for the purpose of computing overtime.

ARTICLE XVII - FUNERAL LEAVE

When death occurs to a member of an employee's immediate family, the employee will be granted an appropriate leave of 10 absence, and shall be compensated at his/her regular straight time rate of pay for his/her scheduled hours of work for three (3) consecutive days one of which must be the day of the funeral subject to the following limitations:

(1) Members of an employee's immediate family are limited to the 15 employee's spouse, mother, father, step-parent, brothers, sisters, sons, daughters, mother-in-law, father-in-law, grandparents (maximum of four), and grandchildren. Proof of relationship may be required.

(2) No compensation will be granted where the employee does not attend the funeral of the deceased.

20 (3) Compensation during funeral leave will not be counted as hours worked for the purpose of computing overtime.

(4) Regular straight time rate of pay means the straight time rate at which the employee would have worked had he/she not been on funeral leave.

25 (5) The Company will accept a newspaper obituary as proof of relationship.

ARTICLE XVIII - MISCELLANEOUS

(a) The representatives of the Unions may transact business 30 with members of the Union during working hours by applying to the office of the Human Resources Manager.

(b) Shop Stewards shall be permitted to investigate grievances within their appropriate departments within a reasonable time, after notifying their respective supervisor. It is understood, however, that 35 Stewards will not leave their job without their supervisor's approval during breakdowns, when their services are required to get equipment back into operation. Time spent on grievances during working hours will be considered as time worked.

(c) If a leave of absence for any period over thirty (30) days is 40 granted to an eligible employee, the leave will have to be agreed

upon by both the Company and Union involved. The leave will then be put in writing and signed by the proper Company and Union officials and a copy thereof sent to the secretaries of all local Unions.

(d) It is the responsibility of every employee covered by this Agreement to furnish to the Human Resources Department his/her address and telephone number where he/she may be contacted as the need arises.

(e) In the event either of the International Union signatory hereto requests the services of an employee for the purpose of attending to Union business, said employee shall be granted a leave of absence, not to exceed sixty (60) days, unless mutual agreed otherwise.

(f) Employees who are covered by this Agreement and who accept a permanent job with any one of the International Unions signatory to this Agreement shall, at their request, once during their tenure of employment with the Company be given a leave of absence not to exceed two (2) years, such leave may be extended by mutual agreement. Employees desiring leaves under this paragraph shall notify the Mill Manager in writing at least two (2) weeks in advance of the date on which such leave is to become effective. No more than one employee from the same Local Union shall be on leave at the same time. Seniority shall continue to accrue during the period of such leave of absence.

Employees on leave of absence who desire to return to the employ of the Company shall notify the Mill Manager of such intent at least two (2) weeks prior to the end of their leave period. When this is done, they will be reemployed according to the seniority and at the wage rate then effective in the mill at the time of their return.

Employees who fail to give notice of their desire to return to the Company, as provided above, and who fails to return to work at the end of such leave period when notified by the Company to so do will be terminated.

(g) Salaried supervisors shall not do work usually performed by hourly paid workers, except in case of instruction or emergency. For the purpose of this provision, a condition of emergency will not be deemed to exist so long as qualified hourly paid workers are either on the job or available for call out.

(h) The Company will review the number of qualified people trained for the next higher jobs, and expand training in areas

where the number of trained people is inadequate for normal day-to-day operations. It is to our mutual advantage to have trained employees.

(i) There will be no charge for replacement of Company issued safety equipment provided these are turned in when worn out, lost, or when employee is terminated.

(j) Newly created jobs, bottom level jobs, jobs within progression not filled by progression promotion, and other vacancies outside the regular progression line shall be announced by posting on the bulletin boards for five working days before being filled in accordance with Article IX of the current Labor Agreement. An employee awarded a job will not be permitted to bid on another job for a period of 1 year, excluding newly created jobs. An employee not moved within two (2) weeks after being awarded the job will receive the rate of the new job, or his/her present rate, whichever is higher; seniority will commence on the date the award is made.

The respective Union will be notified of the selection and such notice will be posted on bulletin board.

(k) A list of hires, terminations, and returning veterans will be sent by the Company to the secretaries of all local Unions monthly.

(l) Employees who are members of the National Guard or a Reserve Unit of the Armed Forces and who have fulfilled their obligation of military service in a regular branch of the Armed Forces of the United States who are required to attend training exercises or to respond to an authorized emergency call-outs as a member of an organized unit shall be granted a leave of absence for this purpose. An employee on such leave of absence shall be paid the difference between the amount received from the United States Government (i.e., base pay plus longevity and rations allowances where applicable) and the amount he/she would have received for performance of his/her regularly scheduled work at his/her regular straight time hourly rate during the period of the leave not to exceed three (3) weeks.

(m) The Company agrees to provide one Union bulletin board for each division. All notices to be cleared with Human Resources prior to posting.

(n) 1. Employees with one year or more of service will be eligible for severance pay when laid off by Company action

because there is no work available to which their seniority entitles them and to which the employees are qualified to perform.

2. A laid-off employee entitled to severance pay will be paid one and one-half percent (1 1/2%) of his/her 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 (6) weeks. The second half of the severance pay due will be paid after the employee has been laid off three (3) months.

3. 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 pay is due, no such payment will be made. Or if an employee is offered recall, according to the applicable recall provision in his/her case, and it is refused, all recall and severance pay rights are automatically canceled.

4. If an employee is recalled after having received all of the severance pay due, he/she will begin again, as of the date of return, accumulating a new period of time which will be credited toward any future layoff.

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

ARTICLE XIX - OPERATIVE CONTROL

The Union recognizes the Company's right to manage the plant and direct the forces. The Management of the plant includes the right to plan, direct, and control plant operations, to hire and the right to lay off and relieve employees from duty because of lack of work, or for other legitimate reasons, and the right to introduce new or improved production methods or facilities or to change existing production methods or facilities and the right to adjust the labor crews to actual requirements, and that disputes arising from the execution of authority herein stated shall be adjusted in accordance with the grievance procedure outlined below.

ARTICLE XX - PLANT RULES

The general rules and regulations as currently established

and published by the Company are hereby accepted. Any additions or revisions shall not be made until mutually agreed upon by the Company and the Unions. Such additions or revisions shall be posted on all bulletin boards.

5 In applying any of the penalties for infractions of the rules as prescribed in the Agreement, the company, prior to such action, will discuss with the Union Grievance Committee and the employee involved the cause for such action.

10 **ARTICLE XXI - SHOP PROCEDURE**

The Company and the Union each recognizing the desirability of finding a solution to the problem of confining construction work to construction crews and maintenance work to maintenance crews agree to the following:

15 No Maintenance work shall be performed by Construction employees.

When a difference of opinion occurs concerning Maintenance versus Construction work, between the Company and the Union, Management will give a clear answer setting forth their position
20 on the matter within twenty-four (24) hours, or sooner if feasible, from the time the dispute was called to their attention.

The Company agrees to consult with the Union Committee on any planned project that would fall in the category of Construction or Maintenance Construction work prior to the actual beginning of
25 work on such projects.

The Company realizes the Union's desire to have the mill Maintenance work performed by Maintenance employees. The Company will make every effort to see that this is done, and to prevent misunderstandings on work which should in any way lead
30 to a grievance, discuss same with Union involved before a decision is made.

The Company will not contract Maintenance work except such work for which it does not have equipment or skills and/or work which would require the use of its own personnel to the extent that
35 normal and necessary Maintenance work be curtailed or delayed.

Prior to contracting out Maintenance work, the Company will meet with the local Union to explain the nature of the work and the reasons for contracting it out.

The Company agrees there will not be any reduction of
40 Maintenance crews caused by contracting out work under this article.

ARTICLE XXII - ADJUSTMENT OF GRIEVANCES

Should any cause for grievance arise during the term of this Agreement between the Company and the Unions, the following procedure shall be used in the settlement of such grievances, 5 allowing five (5) days maximum between each step, excluding Saturday, Sunday, and holidays. Should the answer not be forthcoming within the specified time limit, the grievance will go the next higher step, provided the original grievance was personally presented to the person responsible for handling it.

10 No grievances shall be recognized by either the Company or the Union unless brought up within seven (7) days or one hundred sixty-eight (168) hours.

The Shop Committee shall not consist of more than four (4) members at any one meeting with the Management.

15 In cases where the Company has a grievance against the Union or any employee or employees covered by this Agreement, it shall be understood that in the first step the Company shall take the matter up with the Shop Committee; in the second step the Company shall discuss the matter with the International
20 Representative of the Union; and finally the matter shall be handled under the arbitration clause set forth in Step 5 of this section.

Employee grievances shall be handled under the following procedure:

25 **Step 1** - Should an employee feel aggrieved, the employee and Shop Steward shall first discuss the grievance with the department supervisor.

Step 2 - In case a satisfactory agreement is not reached in Step 1, the grievance shall then be stated in writing, in duplicate,
30 on Grievance Forms, dated, signed by the employee involved, and the Shop Steward, and given to the supervisor. Such grievance shall then be discussed by the supervisor with the employee and the Shop Steward, in an attempt to adjust this matter. The supervisor will insert in the proper place his/her disposition of the
35 matter and will sign and date it, returning one copy to the employee. A local Union has the right to process a grievance on behalf of an employee or a group of employees represented by it.

Step 3 - If no agreement is reached in Step 2 above, the case shall be presented to the Shop Committee. If the Shop Committee
40 believes a justified grievance exists, they shall meet with the

superintendent for the purpose of settling the grievance. Their disposition shall be recorded on both copies of the grievance form the Union retaining one copy, the superintendent the other. Unless otherwise agreed upon, grievance not appealed (within 5 thirty (30) days after the date of which the decision in any one of the three (3) steps specified above) in writing shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

10 **Step 4** - Grievance not settled in Steps 1, 2, or 3 and appealed in writing shall be referred to the Mill Manager or his/her designated representative, and an International Representative of the Union. Should this Committee be unable to reach a satisfactory settlement, the matter shall then be referred to "Arbitration", as hereinafter provided:

15 **Step 5** - Arbitration

Grievance not settled in Step 4 will be referred to an impartial umpire appointed by the American Arbitration Association or the Federal Mediation & Conciliation Service. Service used will be alternated for each local Union covered by this Agreement. The 20 Arbitrator shall report his/her decision within five (5) days for a discharge case, thirty (30) days for all other cases. The parties agree to abide by the award. The parties further agree that there shall be no suspension of work when any such arbitrable dispute arises and while it is in the process of adjustment or 25 arbitration.

Any decision reached in any of the foregoing steps shall be complied with within seven (7) days.

All expenses of arbitration shall be borne equally by the Company and the Union involved.

30 No arbitrator will hear more than one grievance at this plant at one time, except if cases from the same bargaining unit and of a similar nature; by mutual agreement if cases are dissimilar.

The Arbitrator's authority shall be limited to applying and interpreting the expressed terms and conditions of this 35 agreement. The arbitrators shall not have authority to deal with wage rates, or to add to, subtract from or otherwise amend or modify the terms of the agreement except at the mutual consent of the parties or where the agreement is in conflict with a State or Federal Law provided, however, that the arbitrator may find that 40 an employee is not receiving the established rate for the work to

which he/she is assigned.

ARTICLE XXII(A) GRIEVANCE REMEDY

5 In the event it is determined that work has been improperly assigned for any reason, the grievance remedy will be that the employee will be allowed equivalent work time to make up for the improper work assignment. If the employee does not want to work the equivalent time then no other monetary payments will be made as a resolution to the grievance.

10 If the Company fails to notify the union per the existing Labor Agreement about contracting out work, then this language does not apply as a form of grievance resolution.

ARTICLE XXIII - MODIFICATION AND TERMINATION

15 **(A) (a)** This Agreement shall be in effect August 1, 1997 and shall remain in effect until July 31, 2008, and from year to year thereafter, unless terminated in accordance with the provisions of (b) below.

20 **(b)** If either party shall desire to change any provision of this Agreement, it shall give written notice of such desire to the other party at least sixty (60) days in advance of any anniversary date.

25 **(c)** The giving of notice provided in Subsection (b) 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.

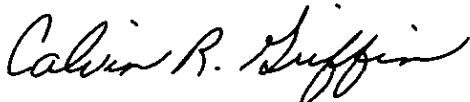
30 **(d)** If the parties have not reached agreement on or before the anniversary date, all provisions of the Agreement shall remain in effect unless specifically terminated in accordance with the provision of (B) below.

35 **(B) (a)** At any time after the anniversary date, if no agreement on the questions at issue has been reached, either party may give written notice to the other party of intent to terminate the Agreement in (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.

40 **(b)** If the parties have failed to resolve their differences before the specified time has elapsed, all obligations under this Agreement are automatically canceled.

This Agreement signed March 12, 2001 at Plymouth, North Carolina.

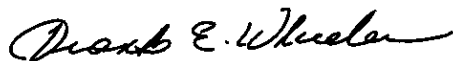
**PAPER ALLIED-INDUSTRIAL, CHEMICAL and ENERGY
WORKERS INTERNATIONAL UNION
AND ITS LOCALS 2-1356 & 2-1423**

5


Calvin R. Griffin, International Representative

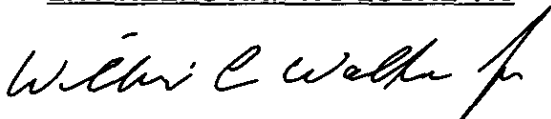
10


James "Chubby" Arnold, President, Local 2-1356

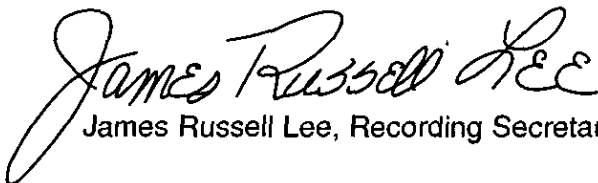
15


Frank E. Wheeler, President, Local 2-1423

20
**INTERNATIONAL UNION OF OPERATING
ENGINEERS AND ITS LOCAL 415**

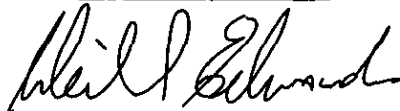


25
William C. Walker, Jr., President, Local 415



30
James Russell Lee, Recording Secretary

WEYERHAEUSER

35


Michael Edwards, Vice President/Mill Manager



40
James Carroll Jones, Labor Relations Manager

PLANT RULES AND REGULATIONS

- The object of the following rules is to remove any cause for misunderstanding between the Company and its employees in connection with all matters pertaining to their department and the manner in which they discharge duties to which they have been assigned. It is impossible to provide rules which cover all conditions, and it is not the intention to convey the idea that verbal rules and instructions as given by Management, superintendents, or their representatives are no longer necessary.
- 10 Offenses are listed categorically to aid you in making decisions.
1. - Neglect or carelessness, whether or not resulting in serious damage to personnel, products or equipment.
 2. - Absence from duty without notice to the superintendent or supervisor, except in case of sickness or cause beyond control of a character that prevented giving notice.
 - 15 3. - Frequent tardiness in arriving at place of work at the beginning of turn.
 4. - Employee leaving regular work place or visiting around the work place from his/her usual or assigned working place of duty without permission of superior, either during or after working hours.
 - 20 5. - Smoking or striking lights in prohibited areas.
 6. - Failure to report injuries (no matter how trivial a nature) to the employee's supervisor.
 - 25 7. - Horseplay, fooling or practical jokes.
 8. - Tour worker leaving the job before his/her relief takes over.
 9. - Removing safeguards from machinery without proper authority, or failure to replace those guards.
 10. - Failure to observe safety rules regarding the wearing of clothes or using equipment hazardous to the assigned job.
 - 30 11. - Misuse of bulletin boards.
 12. - Failure to obey written or oral instructions.
 13. + Reporting for work under the influence of an intoxicant or illegal drug, including the illegal use of drugs. No employee to be permitted to work while in this condition. Decision of fitness to work will be made by the Department or Tour Supervisor and the Shop Steward of the department affected.
 - 35 14. + Use of profane, abusive, or threatening language.
 15. + Acts contrary to cleanliness and decency.
 - 40 16. + Sleeping on the job at any time.

- 17. + Reading on the job of anything except literature of a nature referable to mill operation.
- 18. + Neglect of duty or failure to maintain established work standard.
- 5 19. + Taking Company property from grounds without pass or refusing to permit Guard to make thorough inspection.
- 20. + Tampering in any way with safety devices.
- 21. + Failure to report for work for three consecutive scheduled workdays without notice during this time to the Company.
- 10 22. + Fighting or attempting bodily injury to another employee in self-defense.
- 23. * Intentionally falsifying of any Company report, record, time card or other information.
- 24. * Falsifying personnel record or giving false information on
- 15 written application for employment.
- 25. * Acts of sabotage, causing damage or apt to cause damage to materials, equipment or other employees or attempting to incite others to cause like acts.
- 26. * Refusal or willful failure to perform service connected with
- 20 his/her job and the efficient operation of the plant as required by his/her supervisors.
- 27. * Taking "leave of absence" without first securing consent of Superintendent.
- 28. * Stealing.
- 25 29. * Being in possession of or using an intoxicant or illegal drug including the illegal use of drugs while inside mill yard.
- 30.* Walking off the job.
- 31.* Starting or provoking a fight.

- Minor

+ Major

*Intolerable

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**ANY INFRACTIONS OF THE ABOVE RULES
WILL CALL FOR THE PENALTIES LISTED BELOW:**

Minor Offense

- 5 First Offense.....Reprimand
Second OffenseTwo Days Off
Third OffenseFive Days Off
Fourth Offense.....Discharge

Note: After an employee has had a clear record for six (6) months with no offenses, his/her record shall be considered clear.

Major Offense

- First OffenseFive Days Off
Second OffenseTen Days Off
15 Third Offense.....Discharge

Note: After a clear record with no offenses for a period of twelve (12) months after a Major Offense, the record shall be considered clear.

20 Intolerable Offense

- First OffenseDischarge

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WAGE SCHEDULE

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WEYERHAEUSER

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PLYMOUTH, NORTH CAROLINA

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WAGE INCREASES

	<u>DATE</u>	<u>% WAGE INCREASE</u>
5	08/01/2001	2.25%
	08/01/2002	2.25%
	08/01/2003	2.25%
	08/01/2004	2.25%
	08/01/2005	2.25%
10	08/01/2006	2.25%
	08/01/2007	2.25%

***NOTE: Effective the Monday closest to August 1st of each year.**

15

WAGE SCHEDULE
WEYERHAEUSER
EXHIBIT A

20

25 ****NOTE: Although located in a separate document, the Contract Rates and Redesign Rates for the contract period of 08/01/2001 through 08/01/2007 are a part of this contract.**

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HIRE-IN RATE

08-01-97

\$8.00

5 The above rate applies to all new employees assigned to the fiber payroll. Employees shall receive this rate during their first six (6) months of employment, except when filling a job above a departmental entry-level position or when permanently assigned to a job classification, whichever comes first.

10

SHIFT DIFFERENTIAL

Shift differential effective August 1, 1995 - \$.20 second and \$.27 third shift.

Shift differential on second and third shift not to apply to Day workers or Day Mechanics unless scheduled to work hours other than regular day shift. Any Day worker required to work beyond his/her scheduled day shift will receive the shift differential for all hours worked beyond such day shifts provided such work is in excess of two (2) hours. If three (3) eight (8) hour shifts are used; differential will apply on the second and third shift.

20

Differential does not apply to call out, or reporting time. All overtime shall be compounded for shift workers only.

Woodyard employees on the 12:00 noon to 8:00 p.m. shift will receive differential pay for the entire shift.

25

Note 1 - Certified Mechanic in two skills. Certified Advanced Apprentice in one other skill. Qualified to perform the work and approved by the Maintenance Committee.

Note 2 - Certified Mechanic in one skill. Certified Advanced Apprentice in two other skills. Qualified to perform the work and approved by the Maintenance Committee.

Note 3 - Must spend a minimum of twelve months at this level. Must satisfactorily complete all requirements of the Training Program. One retest will be permitted within a twelve-month period. Second failure will result in removal from program.

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Note 4 - Must spend a minimum of twelve months at this level. Must satisfactorily complete all requirements of the Training Program. One retest will be permitted within a six-month period. Second failure will result in removal from program.

Note 5 - Vacancies will be determined by Management.

40

Must satisfactorily pass entrance requirements. Skill assignment will be based on skill need. Mandatory advanced to Senior Mechanic level. Must spend a minimum of six months at this level. Must satisfactorily complete all requirements of the Training Program. One retest will be permitted within a six-month period. Second failure will result in removal from program.

Note 6 - Will perform all work within their limits of ability for a maximum degree of flexibility. Work will be assigned across skill lines in the most efficient manner.

10 **Note 7** - Progression beyond this level is voluntary for incumbents only. Assignment to second primary skill will be based on departmental needs; however, if two or more employees from the same primary skill are competing, primary skill seniority shall prevail.

15 **Note 8** - All skills will do own rigging.

Note 9 - For incumbents only - No time limit requirements including Class A Painters and Oilers to advance. No limit on number of retest, however, employees must demonstrate to the Evaluation Committee a correction of previously identified deficiencies.

Note 10 - Those apprentices that are currently working by themselves with tools will continue. No other employee below the Junior Mechanic level will be assigned to work with tools by themselves.

25 **Note 11** - A tool allowance of \$.07/hour effective August 1, 1986. It will be these employees' responsibility to furnish their own tools. It is agreed that these tools will belong to the mechanics. The Company will make available to others those tools which they need for their jobs, tools to belong to the Company.

30 **Note 12** - A tool allowance of \$.03/hour for Advanced Apprentices, Beginning Apprentices and Helpers will be implemented August 1, 1986. It will be these employees' responsibility to furnish their own tools. It is agreed that these tools will belong to mechanics. The Company will make available to others those tools which they need for their jobs, tools to belong to the Company.

Note 14 -

1. Will perform tasks associated with job function. May perform maintenance on fire system and equipment. Examples:
40 mount fire extinguishers, replace and install sprinkler head and

adjoining nipples, install hose hangers, hang fire related signs, adjust packing in fire pumps, replace valves at fire hydrants and hose stations, paint fire extinguishers, clean heat exchangers and intake screens on fire pumps. No welding will be performed by
5 Fire Department personnel.

2. To promote to Fireperson A, an employee must meet the following: Twelve (12) months as Fireperson B. Assist with and conduct fire brigade training with the Plymouth Complex under the general direction of Leader. Must conduct a minimum of
10 10 sessions in the Fiber Group and 10 in the Wood Products Group. Assume Class A duties while Class A is on vacation or sick for a minimum of two (2) weeks. Attend state-approved fire schools as agreed to in advance by the Company for a minimum of four (4) days. The incumbents shall have their department time
15 credited towards satisfying the above requirements.

3. Day scheduled Fire Protector will fill all temporary vacancies that do not involve overtime.

Note 15 - One rain suit will initially be supplied to the Fiberline employees (operations and maintenance) by the Company and
20 will be reissued upon demonstration of need and the return of the old suit to the issuing department head. This is limited to a maximum of one per year per person.

Note 16 - Vacancies in Grade III of less than a full week will be filled when necessary by the senior qualified employee
25 working days. Vacancies in Grade III of a full week or more will be filled by the senior qualified Grade II employee.

Note 19 - Not a regular rate, only applied when needed. An employee who works four (4) hours or more at the higher rate will receive the higher rate for the entire shift.

30 **Note 20** - Employees may be selected to start job classification befitting education and training, regardless of seniority.

Note 21 - For the purpose of permanent layoffs only, seniority for the starting jobs on all machines shall be common
35 and prevail on all machines.

Note 22 - These jobs will be posted and filled by Woodyard Department seniority and qualifications but will not be in the line of progression or subject to shift setup.

Note 23 - Operator will remain in "B" Class for twelve (12)
40 months and then progress to Light Equipment "A". A vacancy

must exist in Heavy Equipment Operator Classification in order for a Light Equipment Operator to progress to Heavy Equipment Operator B. Vacancy to be determined by the Company.

Note 24 - Present Heavy Equipment "A" and "B" Operators
5 may move to Master Operator upon satisfactorily demonstrating ability to operate all Woodyard equipment. Future Equipment "B" Operators must move to Master Operator by satisfactorily demonstrating ability to operate all Woodyard equipment. Failure to do so within a period of up to eighteen (18) months will return
10 the employee to Light Equipment Operator "A". Employees so returned will continue to take temporary setup. Employees failing to qualify for Master Operator may be given a second opportunity to qualify after successfully demonstrating correction of deficiencies. The Heavy Equipment Operator "C" position is for
15 temporary vacancies only. Permanent vacancies will be filled by job postings at Heavy Equipment Operator "B" rate.

Note 25 - Apprenticeship: These rates apply to apprentices:

A. Apprentices satisfactorily completing all requirements for the first three six-month periods by the end of the second six-
20 month period will be promoted to the fourth period, thus skipping the third six-month period.

B. Apprentices satisfactorily completing all requirements for the first six-month periods by the end of the fourth six-month
25 period will be promoted to the top Apprentice rate, thus skipping the fifth six-month period.

C. Apprentices failing to satisfactorily meet requirements for any one six-month period will be granted a six-month grace period at the same pay rate. Failure to meet requirements of previous six-month period by end of grace period will mean
30 automatic transfer to Extra Board with retention of all seniority rights (including vacations, pension, etc.)

Note 26 - Certified as an Electrical Journeyman, AC Journeyman, Instrument Technician. Certified Advanced Apprentice in one other skill. Qualified to perform the work and
35 approved by the Evaluation Committee. Certified in two of the three identified skills.

Note 27 - Certified as an Electrical Journeyman or as an Instrument Technician or as an AC Journeyman. Certified Advanced Apprentice in two other skills. Qualified to perform the
40 work and approved by the Evaluation Committee.

Note 28 - Must spend a minimum of twelve months at this level. Must satisfactorily complete all requirements of the Training Program. One retest will be permitted within a twelve-month period. Second failure will result in removal from program.

5 **Note 29** - Must spend a minimum of twelve months at this level. Must satisfactorily complete all requirements of the Training Program. One retest will be permitted within a six-month period. Second failure will result in removal from program.

Note 30 - Vacancies will be determined by Management.

10 Must satisfactorily pass entrance requirements. Skill assignment will be based on skill need. Mandatory advancement to Senior Electrical Journeyman or Senior AC Journeyman or Senior Instrument Technician level. Must spent a minimum of six months at this level. Must satisfactorily complete all requirements of the
15 Training Program. One retest will be permitted within a six-month period. Second failure will result in removal from program.

Note 33 - Junior Mechanic, Junior Electrical Journeyman, Junior AC Journeyman or Junior Instrument Technician will not be called in to work by themselves.

20 **Note 34** - Employees below the Junior Electrical Journeyman, Junior AC Journeyman or Junior Instrument Technician level will not be assigned to work with tools by themselves.

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EXHIBIT "B"

CHECK-OFF AUTHORIZATION

5

I authorize and request the _____
to deduct from my pay: (Name of Company)

10 (a) The regular Union Initiation Fee when requested by the
Union to do so. and

(b) The regular monthly dues during the life of the current
Labor Agreement; and to forward this amount to the Financial
Secretary of Local Union No. _____
(Name of International Union)

15

I reserve the right to revoke this authorization during the two-
week period preceding the next Agreement anniversary date.
This authorization shall renew itself thereafter, from year-to-year,
subject each year to revocation during the two-week period
20 preceding any anniversary date.

Signed: _____

25

Date: _____

30

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CHECK-OFF AUTHORIZATION

I hereby voluntarily assign to my Local Union affiliated with the Paper Allied-Industrial, Chemical and Energy Workers International Union from any wages earned or to be earned by me the amount of my monthly membership dues and initiation fee in said Union.

I authorize and direct my employer to deduct such amounts from my pay each month and to remit the same to the order of the Financial Secretary of my Local Union in accordance with the terms of this Agreement.

This assignment, authorization and direction shall be irrevocable for a period of one year from the effective date of the Agreement, or until the termination date of said Agreement, whichever occurs sooner; and I further agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collectable bargaining agreement with the Union whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than thirty days or less than ten days prior to the expiration of each period of one year or of each applicable collective bargaining Agreement, whichever occurs sooner.

Date: _____

Signature of Employee: _____

Name (Print): _____

PACE Local No.: _____

Address: _____

City & State: _____

Social Security No.: _____

Employed By: _____

Department: _____

WEYERHAEUSER
PLYMOUTH, NC

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The Vice President - Mill Manager is responsible for the overall administration and enforcement of this Agreement.

It is hoped that all Weyerhaeuser personnel will cooperate for the welfare of the Company, Unions, individual employees, and
10 community.

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Michael Edwards
Vice President - Mill Manager

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Holiday
(December 24,25,26)**
** Double time Holiday

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.**
5	7 - 3					8	8
	3 - 11	8	8	8	8		
	11 - 7						
	Regular Hours			48		48	
	Over 40			8		4	
10	Holiday Pay			8		8	
	Holiday Premium			8		8	
	Sunday Premium			4		4	
						<u>72</u>	

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.**
15	7 - 3					8	8
	3 - 11	8	8	8	8		
	11 - 7						
	Regular Hours			48		48	
	Over 40			8		4	
	Holiday Pay			8		8	
25	Holiday Premium			8		4	
	Sunday Premium			4		4	
						<u>68</u>	

NOTE: These examples do not include all overtime; are only for 30 one day (Sunday).

STATEMENT OF POLICY

The Company does accept the sole responsibility for providing to its employees proper food service. These services to 35 include both food quality and food availability.

MEMORANDUM OF AGREEMENT

Agreements reached during the term of the present Labor Agreement shall be reduced to writing and signed by the appropriate 40 Company official, personnel representative, and Union officials.

Those practices that are relied upon during the term of the present Agreement shall be reduced to writing and signed by the appropriate Company official, personnel representative, and Union officials.

5 During the term of this Agreement the Company and the Union shall surface those agreements written prior to August 1, 1986, for review at the next negotiation.

The Structured Interview process may be used to determine the placement of employees into new jobs, not in an existing line
10 of progression, or jobs created by expansion programs, after discussion with the Union or Unions involved.

* * *

The Company will review its Training Program and will endeavor to see that untrained employees are not assigned to
15 equipment shutdown.

* * *

Fine Paper Finishing and Material Handling may, by a one-time majority vote, elect to setup on shift for vacancies of three (3) weeks or less. This vote will be taken by November 1, of the
20 calendar year. The Company and the Union may mutually agree to an additional vote during this contract term.

MEMORANDUM OF AGREEMENT

25 A Tour employee working the 11:00 p.m. to 7:00 a.m. shift who is scheduled to fill in as a Day worker. This employee will receive no pay for the period from 7:00 a.m. until 8:00 a.m. unless scheduled by the Company.

This example only represents one situation and is not intended
30 to imply that there are no other situations that may occur.

If other changes in the Labor Agreement are deemed necessary as a result of this Memorandum, they shall be discussed as they surface.

MEMORANDUM OF AGREEMENT

August 1, 1986

When a Maintenance job is contracted out and bargaining unit
Maintenance employees are assigned to augment the contractor's crew, they will receive their rate or the prevailing
40 Union rate for construction workers whichever is higher. This is to

be established prior to the assignment.

When a capital job is contracted out and bargaining unit Maintenance employees are assigned to augment the contractor's crew, they will receive their rate or the prevailing Union rate for construction workers whichever is higher. This is to be established prior to the assignment.

STATEMENT OF POLICY

August 1, 1986

10 Subject: Miscellaneous Contracting

This statement covers our understanding concerning the areas of operation on subject matter.

1. The following areas of functions will not be disturbed or expanded:

15 (a) Janitorial

(b) Present landscaping and grounds upkeep

(c) Present work performed in outside road areas and pond (applies to PACE, Local #2-1356)

2. Inside plant hauling such as trash, grits, lime, sludge, etc., will be performed by bargaining employees.

20 3. Prior to contracting additional work, the Company will meet with the Union involved to explain the nature of the work and the reasons for such assignment.

25 4. In case of layoff involving Woodyard equipment operators, the displaced operator can replace his/her counterpart employed in miscellaneous contracting on Woodyard related equipment for which he/she is qualified.

Michael Edwards

30 Vice President - Mill Manager

MEMORANDUM OF AGREEMENT

Subject: Conciliation Agreement

It is mutually agreed by the parties hereto that the two (2) Memorandums currently in effect, shall be continued through the term of the Labor Agreement, insofar as they remain applicable.

WEYERHAEUSER PAPER COMPANY

5

UNIONS

PACE _____

10

PACE _____

IUOE _____

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* * *

The Unions, signatory to this Agreement, and the Company agree, when recognized authority declare that the "Agency Shop" or the "Union Shop" is legal in the State of North Carolina, the parties will meet at the request of the Union to mutually amend the Contract entered into on August 1, 1997, so as to provide the form of the Union's choice which has been declared legal.

* * *

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It shall not be the practice, during an employee's scheduled working hours, to hold safety meetings when the employee's department is producing at peak capacity.

* * *

30

The Company agrees to compensate for time spent in general OSHA "Walk-Around Inspections" subject to the following restrictions:

1. The Unions will notify the Company in writing of their designated representative.

35

2. The employee representative shall be compensated for actual working time lost at his/her regular straight-time rate of pay for his/her scheduled hours of work. Payment shall be limited to one representative per affected Union not to exceed a combined total of eight (8) hours per day forty (40) hours per week. Hours

40

compensated for shall count as hours worked.

MEMORANDUM OF UNDERSTANDING
VACATION SCHEDULING

Reserved Vacations

5 Any employee with more than one (1) week of vacation who is required to schedule all vacation before June 1 shall have the option of reserving one (1) week of vacation. This vacation may be scheduled when a vacation opening occurs. Employees will receive vacation pay for reserved vacations not taken by the second week
10 in December in the year in which the vacation is reserved.

Shutdown Periods

Each employee, except maintenance, may reserve one (1) week to be used during a scheduled shutdown period. Employees
15 who are required to work a portion of the shutdown week will have the option to count the week as vacation. Employees will receive vacation pay for reserved vacations not taken by the second week in December in the year in which the vacation is reserved.

20 One-Day-At-A-Time

Each Day-scheduled employee (except Day Utility) may reserve two (2) weeks vacation to be taken one-day-at-a-time in accordance with the following conditions:

1. All employees desiring to select this option must make it
25 known by November 1, of the prior year.
2. Week's vacation to be defined as five (5) scheduled work days.
3. Requested vacation days must be scheduled in advance with the approval of the employee's immediate supervisor.
4. Appropriate pay for employee's vacation will be included
30 in the pay period during which the vacation day was taken. Vacation hours will not be counted towards overtime calculations.
5. It will be the option of the employee as to whether an excused absence shall constitute as a day's vacation or not.
6. This Agreement shall be effective for the vacation year
35 1987. Annual extensions of agreement will be by mutual agreement of the parties.

EMPLOYEES EXERCISING ONE OF THESE OPTIONS
MUST SCHEDULE AT LEAST ONE WEEK OF VACATION

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* * * * *

Crew concepts that are implemented although separate shall be a part of this Agreement.

ADDENDUM

5

TO THE BASIC LABOR AGREEMENT

10

AUGUST 1, 1986

1986 CONTRACT NEGOTIATIONS

IUOE - POWER DEPARTMENT

15 1. When equipment is shut down for repairs or other
reasons, the crew will remain on that job for the remainder of the
shift in which the equipment is shut down and the following two
(2) eight (8) hour shifts. If equipment is scheduled down for a
period of time, crews may be set-back on shift until the equipment
20 is put back in service.

2. A shift setup will not be made for less than eight (8) hours
that involves working two (2) employees in the same classification.

3. Company will provide rain suits and special tools (barrel
wrench), as needed.

25 4. Company will provide rubber aprons for Demineralizer
Operator.

5. The Boiler Department has been staffed using a Team
Concept. Each member of the team will have assigned primary
responsibilities and will be expected to assist other team
30 members, as necessary. Safety and housekeeping are essential
and, to this end, all members share in the responsibility. Training
is vital to the effectiveness of the crew. Members will be trained
and will be expected to advance within the crew to fill both
temporary and permanent vacancies.

35

IUOE - MAINTENANCE DEPARTMENT

1. Regular mechanics and apprentices will be offered extra
hours of work instead of extraboard employees, if available and
they request it, in accordance with established procedures now
40 being followed.

2. The Company agrees that it will not be the normal practice to work more than two apprentices with one mechanic at a time.

3. The Company agrees to rotate mechanics in Area II when permanent vacancies occur. The Union agrees to supply list of 5 employees interested in rotating.

4. CRT was established primarily to perform capital/construction work. Their area is millwide. This concept does not lend itself to pull-time. However, the Company agrees this penalty will be applicable for holdovers. It will not apply in schedule, re-schedule, or call-in. Employees assigned to this area, when assigned to a maintenance crew, will be eligible for the same allowance as other maintenance employees in the crew.

PACE LOCAL #2-1356

15 RECOVERY/CAUSTIC

1. Rain suits will be furnished for employees going in precipitators.

MAINTENANCE

20 1. Regular mechanics and apprentices will be offered extra hours of work instead of extraboard employees, if available and they request it, in accordance with established procedures now being followed.

2. The Company agrees that it will not be the normal practice 25 to work more than two apprentices with one mechanic at a time.

3. The Company agrees to rotate mechanics in Area I and Area II when permanent vacancies occur. The Union agrees to supply list of employees interested in rotating.

4. CRT was established primarily to perform capital/ 30 construction work. Their area is millwide. This concept does not lend itself to pull-time. However, the Company agrees this penalty will be applicable for holdovers. It will not apply in schedule, re-schedule, or call-in. Employees assigned to this area, when assigned to a maintenance crew, will be eligible for the same 35 allowance as other maintenance employees in the crew.

STOREROOM

1. Company agrees to fill receiving clerk vacancies, as follows:

A. Vacancies less than a full work week will be filled as 40 needed.

B. On-shift setup will be used, when qualified employees are available, to fill all vacation vacancies.

C. Excluding vacation relief, a seniority setup will be made on the first Monday after a vacancy becomes known. A 5 seniority setup will not be made for less than a full work week.

2. Company agrees to handle salvage barrels by personnel other than storeroom personnel.

PACE LOCAL 2-1423

10 #3 MACHINE

1. The Company agrees cores will be brought to machine hole. Finishing Department will notify Machine crew and connect cables.

15 MATERIAL HANDLING FINE PAPER

1. Company agrees only authorized and qualified personnel will be allowed to operate Material Handling equipment. The Company will determine qualifications and authorization.

20 GENERAL PROPOSAL

1. The Company agrees it will not be the practice to assign employees to other work when held over to put on felts unless advance notice is given or in case of emergency wire change.

2. The Company agrees employees will be allowed to take 25 vacations by bargaining unit seniority within department.

PACE FINE PAPER FINISHING

The Memorandum of Agreement of Machine Center Concept Fine Paper Finishing Area although separate is a part of this 30 Agreement.

MEMORANDUM OF UNDERSTANDING WORK DESIGN PRINCIPLES, PROCESSES AND ROLES

35

PLYMOUTH, NC

Recognizing the need for improved business performance and the contribution that advanced work systems may make to that 40 goal, it is our objective to secure a broad base of understanding /

commitment and do hereby agree to work towards the joint development and accomplishment of advanced work systems between Weyerhaeuser Company and the PACE Locals 2-1356 and 2-1423; IUOE Local 415; and IBEW Local 1183. These work systems will incorporate the following elements, upon approval of the affected membership of the union(s) involved.

1. **Safety**

• The work as designed must assure a safe and healthy work environment.

2. **Work Design Process Givens / Constraints**

• Designs will be based on an analysis of system needs and the willingness of individuals to perform as an effective team.

• Those who will be directly affected by the design will be involved or represented on the design team.

• Work designs will advance business needs and strategies as they apply to customers, product quality and mix, profitability, and be mutually beneficial to the employees.

• Any personnel reductions entailed by new work designs will be accomplished through attrition. However, this does not apply to curtailments, department shutdowns, or modifications of existing production units.

• Design teams may recommend team structure and pay levels, but cannot determine pay rates.

• Proposed changes will be consistent with the labor agreement as amended.

3. **Team Focus**

• Work will be designed to be done by teams where appropriate.

• Teams will be oriented primarily around processes, and will improve their process as they develop skills and competencies towards functioning as a more self-reliant work team.

• Each team will have the types, levels, and number of skills (including leadership, administrative, operations and preventive maintenance skills) and will be provided the information necessary to manage the processes for which it is responsible. Teams should be able to resolve for themselves almost all of their day-to-day operations issues.

4. Work Design Team Selection

- All work design teams shall be composed equally of hourly and management representatives. All hourly work design team members will be selected by the standing committees of the union(s) involved. Management will select its representatives. No vote shall be taken unless all members are present. A work design team shall consist of no more than ten (10) members unless mutually agreed upon by both parties.

10

5. Management Role

- To model its commitment to the Labor Relations Principles.
- Work cooperatively with the union(s) to provide leadership in the development and implementation of new work systems, and to behave in ways that support and strengthen these systems once established.
- To establish business strategies and performance expectations, and to provide the resources, support, coordination, and feedback necessary to achieve team and overall business success.

6. Union(s) Role

- To model its commitment to the Labor Relations Principles.
- Work cooperatively with management to provide leadership in the development and implementation of new work systems, and to behave in ways that support and strengthen these systems once established.
- To represent the workers, to encourage team quality, production and performance that will achieve overall labor - management success.

7. Team Skills / Responsibilities

- Team members will have a breadth of skills across a process team to allow coverage for one another, provide for development, enhance troubleshooting, increase communications, enhance reliability and increase overall efficiency.
- Teams will be designed with the capability to manage most aspects of their work and will be expected to maintain

these capabilities by using them. These capabilities may include, but are not limited to:

- | | | |
|----|--------------------------------------|--|
| 5 | * Work Scheduling | * Quality Control |
| | * Vacation Scheduling | * Maintaining Safe Work Practices |
| | * Vacancy Filling/Relief | * Primary Troubleshooting |
| | * Overtime Scheduling/
Priority | * Maintenance and Capital Administration Setting |
| 10 | * Education and
Development | * Team Audit / Check-Up
of Team Members |
| | * Team Assignments | * Selection of New Team
Members |
| | * Adherence to Team
Norms | * Meeting Facilitation /
Scheduling |
| 15 | * Operating Strategies | * Continuous Improvement
Processes |
| | * Development of Reliable
Methods | |
| | * Development of Reliable
Methods | |
| | * Information Analysis | |

20 **8. Communication and Feedback**

- Work systems will be designed to provide team members with all the information they need to be informed, active participants.
 - Because feedback is essential to continuous improvement, feedback processes will be designed into the work system. The minutes of all work design team meetings will be provided to the local union(s) involved.
 - Proposed organization changes should result in shorter lines of communication whenever possible.
- 30 • Work will be scheduled in such a manner that opportunities will exist for education and/or team meetings without significant impact to either personal disruption or mill cost.

35 **9. Assessment/ Renewal**

- Assessment and renewal processes will be components of work design to assure that the design remains responsive to changing business conditions.

All Redesign Language changes although separate shall be a part of this Agreement.

MAINTENANCE APPRENTICE PROGRAM

Agree to continue to work together on developing a revised apprentice program for maintenance.

5

PACE 2-1356

The Fiberline Operation Implementation Plan dated September 23, 1992 is hereby recognized as part of the Labor Agreement.

10

PACE 2-1356

The following is the Flexible Maintenance and Facilities Services Program at Plymouth Paper Company.

Maintenance employees possess skills in more than one craft. *The intent of this program is to utilize these skills and to provide training to develop skills in other skill areas.*

The program is designed to utilize an employee's skill in a primary craft and not restrict employees from performing or *assisting in other crafts.*

20

PROGRAM SCOPE

A Maintenance Committee will be formed with Union and Management representatives upon acceptance of the program. Their functions will be :

(1) Participate in the selection of the materials to be used in the training program.

(2) Evaluate Training Program effectiveness and make recommendations for change.

(3) Evaluate appeals from unsuccessful participation in Apprenticeship Program.

(4) Evaluate appeals from employees for retest.

Employees requesting a retest must demonstrate to the Maintenance Committee a correction of previously identified deficiencies.

Incumbents will retain their present seniority system for vacation scheduling, curtailments, and layoffs. Oilers, track repair, and equipment handlers shall be identified as departments for the purpose of layoff and curtailment. If this situation arises, the Company and Union(s) will meet and develop a procedure.

Incumbents occupying a shift position will remain on this assignment. Future vacancies, permanent or temporary, will be

filled by the senior Senior Mechanic certified in the required skills.

Incumbents occupying classification of Preventative Maintenance Inspector will remain in their present assignment. Should these tasks remain intact, vacancies will be filled as in the 5 past.

On the date of ratification, the Company will determine the ratio of bargaining unit affiliation. Each bargaining unit will retain this ratio.

Each job assignment will be made on the basis of what is the 10 most efficient and safe manner to get the job done, not to make extensive use of Maintenance employees outside their recognized skills. Mechanics will generally be assigned to jobs requiring expertise in their own recognized skills. When more than one Mechanic is on the job, they are expected to help each other.

15 No employee will be held accountable or responsible for errors in judgment or legitimate mistakes while working outside the employee's recognized skills.

Reductions in workforce due to implementation of Flex Craft Program will be made through attrition (i.e., resignations, 20 terminations, retirements, death, and transfers). However, this does not apply to curtailment, department shutdowns, or modifications of existing production units.

25

30

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40

RATE STRUCTURE

(Incumbents)

	08-01-86	08-01-88	
	Mechanic	\$15.58	\$16.445
5	*Mechanic +	\$16.105	\$17.005
	**Senior	\$16.885	\$17.825

*Required to pass first increment of the material selected by the Maintenance Committee to qualify for this rate.

10 **Required to pass top increment of the material selected by the Maintenance Committee to qualify for this rate.

SKILLS COMBINATIONS

This is a representative list of combinations of skills.

15	Pipefitter/Millwright	Carpenter/Mason
	Pipefitter/Auto Mechanic	Mason/Carpenter
	Pipefitter/Welder	
	Pipefitter/Utility Mechanic	Painter/Carpenter
20		Painter/Mason
	Auto Mechanic/Millwright	
	Auto Mechanic/Welder	Millwright/Pipefitter
		Millwright/Auto Mechanic
	Machinist/Pipefitter	Millwright/Welder
25	Machinist/Millwright	Millwright/Machinist
	Machinist/Welder	
		Welder/Pipefitter
	Utility Mechanic/Pipefitter	Welder/Millwright
	Utility Mechanic/Welder	Welder/Machinist
30	Utility Mechanic/Machinist	Welder/Utility Mechanic

INCUMBENTS

*All affected Class A will be classified as Mechanics and will receive the specified increase for acceptance of the program. Once incumbents become certified as a Senior, they will receive the Senior rate of pay.

All Class A Painters and Oilers will be classified as Junior Mechanic.

40 All other Class A's will be classified as Mechanics.

All affected Class B will continue present trial period at Junior Mechanic rates of pay and will progress to Mechanic upon successful completion of the trial period.

All affected Class C will be reclassified as Junior Mechanic.

5 All affected apprentices C's and D's Equipment Handler Head Leaders and Handler Leaders will be reclassified as Beginning Apprentices.

All Apprentice D Painters, affected Apprentices E's and F's, Track Repair Leader, Track Repair Helpers, and Handler
10 Laborers will be reclassified as Helpers.

All Service Persons will be classified as Helpers.

*In recognized skills.

SKILLS RECOGNIZED

15

AUTO MECHANIC

PIPEFITTER

MILLWRIGHT

WELDER

20

MACHINIST

UTILITY MECHANIC

CARPENTERS

MASONS

PAINTERS

25

ROLL GRINDERS

ADDENDUM

1. Maintenance Crane Oiler - Employee filling in temporarily will receive his/her rate or rate of job whichever is higher.

30 2. The parties recognize the complexities of implementing this concept. It is agreed that a committee will be established to review and make a good faith effort to resolve problems that may arise. Problems that are not resolved by the committee may be referred to the grievance procedure.

35 In the administration of the grievance procedure, complaints may be filed by any Maintenance employee represented by either Union. For complaints which may have an impact on two or more Unions, it is agreed that a representative of the Union or Unions which did not file the complaint may sit in on the discussions at
40 various steps of the grievance procedure.

IUOE 415

The Flexible Maintenance Program covers the International Brotherhood of Electrical Workers and the Instrument Department employees in the International Union of Operating Engineers at 5 Weyerhaeuser Company. We believe that many of our Maintenance employees presently have ability in more than one skill. The intent of this program is to utilize this ability and to provide training to develop these skills. The program is designed to effectively utilize an employee's primary skill and not restrict 10 employees from performing/assisting in other skills.

Reductions in workforce due to implementation of Flex Craft Program will be made through attrition (i.e., resignations, termination, retirements, death, and transfers). However, this does not apply to curtailments, department shutdowns, or 15 modifications of existing production units.

An Evaluation Committee will be formed with Union and Management representatives upon acceptance of the program. Their function will be:

(1) Evaluate training program effectiveness and make 20 recommendations for change.

(2) Evaluate appeals from unsuccessful participants in Apprenticeship Program.

(3) Evaluate appeals from employees for retest.

Employees requesting a retest must demonstrate to the 25 Evaluation Committee a correction of previously identified deficiencies.

The present department seniority system will be used for vacation scheduling, curtailments, and layoffs.

Incumbents occupying a shift position will remain on this 30 assignment. Future vacancies, permanent or temporary, will be filled by the Senior Journeyman/Technician certified in the required skills based on department seniority.

Incumbents occupying classifications of Preventative Maintenance Inspector, Head Armature Winder and Instrument 35 Shop Clerk will remain in their present assignment. Should these tasks remain intact, vacancies will be filled as in the past.

Percentages between Electrical and Instrument employees will be identified prior to implementation. These percentages will be used as the guideline for proportionate representation by the 40 respective Unions. Should the proportionate percentage

representation change because of attrition, opening vacancies will be allocated to the Union which is disproportional.

No employee represented by a bargaining unit will be required to perform the work (as identified in Exhibit A) of another bargaining unit when those employees are out on a strike sanctioned by the International Union.

Each job assignment will be made on the basis of what is the most efficient and safe manner to get the job done. The purpose of these assignments will be to accomplish the work in the most efficient and safe manner, not to make extensive use of employees outside their certified skills. Journeymen/Technicians will generally be assigned to jobs requiring expertise in their own primary skills. When more than one Journeyman/Technician is on the job, they are expected to help each other. No employee will be held accountable or responsible for errors in judgment or legitimate mistakes while working outside the employee's certified primary skills.

Initially, the present tag-out - lock-out procedure will remain intact. The procedure may be revised as employees progress in the Flexible Maintenance Program. Changes in the tag-out - lock-out procedure will be discussed prior to implementation.

INCUMBENTS

All affected present Class A and Journeymen will be reclassified as Senior Electrical Journeymen or Senior AC Journeymen or Senior Instrument Technician and will receive the specified increase for acceptance of the program. Once incumbents become "certified" as a Senior, they will receive the Senior rate of pay.

All Instrument Class B and C and all Electrical Apprentices A and B will be reclassified as Junior Electrical Journeyman or Junior AC Journeyman or Junior Instrument Technician.

All Instrument Apprentices, A, B, and C and all Electrical Apprentices C and D will be reclassified as Advanced Apprentices.

All Instrument Apprentices D, E, and F and Electrical Apprentices E, F, and G will be reclassified as Beginning Apprentices.

Recognizing that all employees will not be proficient in all skill areas immediately, a transition period will be necessary.

INCUMBENTS (Electrical)

		8-01-86	Rate 8-01-88
	Senior	\$15.835	\$16.720
5	Senior +	\$16.360	\$17.270
	Senior Certified	\$16.885	\$17.825

INCUMBENTS (Instrument)

		8-01-86	Rate 8-01-88
10	Senior	\$15.580	\$16.445
	Senior +	\$16.105	\$17.005
	Senior Certified	\$16.885	\$17.825

Rate to be implemented on 2nd Monday following date of
15 ratification for all present Class A and Journeymen.

SKILLS RECOGNIZED

INSTRUMENT

ELECTRICAL

20 **REFRIGERATION & AIR CONDITIONING**

The program will be implemented and rates will become effective the second Monday following date of ratification.

The parties recognize the complexities of implementing this concept. It is agreed that a committee will be established to
25 review and make a good faith effort to resolve problems that may arise. Problems that are not resolved by the committee may be referred to the grievance procedure.

In the administration of the grievance procedure, complaints may be filed by any Maintenance employee represented by either
30 Union. For complaints which may have an impact on both Unions, it is agreed that a representative of the Union which did not file the complaint may sit in on the discussions at various steps of the grievance procedure.

The Company and its employees mutually agree to make their
35 best good faith efforts to implement the concepts of this Flex Craft Program. This effort will include Management's commitment to fully explain the elements and intent of this program to all affected Management personnel. Journeymen, Technicians, and Trainees will be expected to expand their skills and abilities through job
40 training, work assignments, seminars, and training activities.

In accordance with the Flex Craft agreement between I.B.E.W. Local 1183, IUOE Local 415 and Weyerhaeuser Company, the numbers below represent the percentages of employees belonging to the respective unions on date of ratification.

I.B.E.W. Local 1183	77 Employees or 63%
I.U.O.E. Local 415	46 Employees or 37%

These percentages will be used to allocate to the two unions new employees assigned to fill vacancies that may occur in accordance with the terms of the Flex Craft agreement.

The Company agrees to begin the Flex Craft Maintenance Training Program by March 1, 1985.

Testing necessary to achieve the first increment of the program will be made available by December 2, 1985.

Testing necessary to achieve the top classification of Senior Certified will be made available by September 1, 1986.

Red circled incumbents after successfully completing the first increment in the Flex Maintenance Program will receive the designated incremental increase or the Senior Certified rate whichever is lower.

This agreement supersedes the labor agreement where there is conflicting language.

Mutual Disclaimer: Should either party in the future discover that a critical item has been deleted in error, those changes can be reversed.

ADDENDUM

CONTRACT EXTENSION LANGUAGE EFFECTIVE MARCH 12, 2001

5

The following Contract Extension is made by Weyerhaeuser Company, Plymouth, North Carolina and PACE International Union and its signatory locals 2-1356 and 2-1423, the IUOE and its local 10 415.

Provisions of this Contract Extension are effective March 12, 2001, unless otherwise noted.

15 WAGE/PENSION INCREASES

	Date*	% Wage Increase	\$ Increase/Mo./ Year of Service
	8/1/01	2.25	5
20	8/1/02	2.25	1
	8/1/03	2.25	1
	8/1/04	2.25	1
	8/1/05	2.25	1
	8/1/06	2.25	-
25	8/1/07	2.25	-

*NOTE: Effective the Monday closest to August 1st of each year.

30 OTHER ITEMS

- Improved Maintenance Flexibility per the following language:
All mechanical maintenance may be assigned journeyman work in their recognized skills and helper in any other mechanical skill. No more than two helpers will be assigned with any one mechanic.
- Supercedes existing contract language and practices.
- \$0.50/hr. adjustment for Mechanical Maintenance only.
- \$0.20/hr. adjustment for Electrical, Instrument and AC.
- 40 • Eliminate Wire Time and Meal Allowance mill wide.

- **FREQUENCY OF JOB BIDS**

An employee awarded a job will not be permitted to bid on another job for a period of 1 year, excluding newly created jobs.

5 • **FILLING TEMPORARY VACANCIES**

All temporary vacancies in pay-for-skills work designs will be filled by shift set up rather than seniority set up.

- **IMPACT ON FREEZING ON ROTATION**

10 Employees who have frozen must rotate into no more than one task package that they have previously performed or have the capability to perform, to the extent required to avoid blocking rotation prescribed by the pay-for-skills system.

15 The Company and the Union will consider physical handicaps, mental handicaps, job performance requirements or hardship cases on an individual basis and may allow an employee to temporarily refuse promotion for as long as the handicap or hardship exists.

20

- **DEFINITION OF "DAY"**

Effective with the introduction of the new payroll system (PeopleSoft/SAP), the definition of a "day" will be administered per contract language on page 5, line 39. Prior to implementation, 25 the parties will review and revise existing overtime rules, as appropriate, to ensure that there is neither a financial gain nor loss as a result of this provision.

- **GRIEVANCE REMEDY**

30 In the event it is determined that work has been improperly assigned for any reason, the grievance remedy will be that the employee will be allowed equivalent work time to make up for the improper work assignment. If the employee does not want to work the equivalent time then no other monetary payments will be 35 made as a resolution to the grievance.

If the Company fails to notify the union per the existing Labor Agreement about contracting out work, then this language does not apply as a form of grievance resolution.

40

- **MAINTENANCE APPRENTICE PROGRAM**

Agree to continue to work together on developing a revised apprentice program for maintenance.

5 • **SUBSTANCE ABUSE POLICY**

Update the substance abuse policy to conform to United States DOT test level standards. Effective date will be May 7, 2001.

- **FAMILY MEDICAL LEAVE**

10 Unused earned vacation except for one week will be applied to FMLA leaves.

- **PAYROLL DEDUCTIONS**

Cease payroll deductions for employee paid AFLAC.

15

- **PAY CHECKS**

Effective with the PeopleSoft One Company Payroll installation, pay check delivery options will be as follows: (1) Direct deposit of paychecks into the employee's bank account (guaranteed Friday availability), (2) U. S. Mail delivery to employee's address (Friday delivery not guaranteed).

20

- **INSURANCE PLANS**

Company sponsored plans for life, short-term disability (formerly A.S.), long term disability and health insurance plans have been proposed in lieu of existing plans. These plans shall be effective June 1, 2001, if accepted by the Unions and the existing AD&D plan shall be terminated.

25

30 • **SPENDING ACCOUNT**

In the event the Weyerhaeuser CIGNA Health and Dental Care plans are adopted by the membership, a pre-tax spending account will be available as part of this benefits package implemented on June 1, 2001.

35

- **CONTRACT LANGUAGE**

All agreed upon language cleanup items are included with this proposal.

40 Should either party in the future discover that a critical item has been deleted in error, those changes can be reversed.

• **SOCIAL SECURITY SUPPLEMENT PROPOSAL**

Effective August 1, 2001:

For any pension plan participant that retires on or after age 60, an additional pension benefit will be payable as follows provided the participant is enrolled in their existing Mill Health Care Plan (through a COBRA extension) or in a Weyerhaeuser health care plan for retirees (currently this is the Comprehensive plan for hourly employees or the Catastrophic plan for hourly employees):

The amount of the benefit will be payable from retirement age until age 65. In no case, can this amount be greater than the amount of the participant's social security benefit.

The amount of the benefit at age 62 will be 40% of the retiree's benefit and will be payable in the same optional forms as that benefit.

For amounts payable prior to age 62, the benefit amounts will be as follows:

Age 60:	24%
Age 61:	30%
Age 62 and older:	40%

Participants must enroll in a Weyerhaeuser Company Health Care plan for retirees for which they are eligible and will be responsible for the entire premium for any coverages they elect (i.e., retiree and/or spouse).