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WORKING AGREEMENT 2, 2008^{ee}

THIS AGREEMENT ENTERED INTO ON THIS

1st DAY OF JUNE, 2004 -

June 1, 2008

BY AND BETWEEN:

ROSEBURG FOREST PRODUCTS CO.
(Referred to herein as the Employer)

AND

WESTERN COUNCIL OF INDUSTRIAL
WORKERS

LOCAL UNION NO. 2949
(Referred to herein as the Union)



77 pages

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PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of June 2004, by and between Roseburg Forest Products Co. for its Douglas and Lane County, Oregon, sawmill, plywood, particle-board, woods and transportation plants, hereinafter called Employer, and Local Union No. 2949 of the Lumber & Sawmill Workers Union affiliated with the Western Council of Industrial Workers, and chartered by the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as Union, and authorized agents of Employer's employees covered by this Agreement, witnesseth:

WHEREAS: The parties hereto in their mutual interest wish to provide for the operation of the plants, hereinafter mentioned, under methods which will further to the fullest extent possible the safety of employees, economy and continuity of operation, quality and quantity of output, satisfaction of customers, elimination of waste, cleanliness of the plant and protection of properties, and to secure for the Employer and the employees the full benefits which may be derived from orderly and legal collective bargaining, and

WHEREAS: The parties hereto desire to establish the standard of hours of labor, rates of pay and other conditions under which the employees shall work for the Employer during the term of this Agreement at the plants of the Company in Douglas County, Oregon, and to regulate the mutual relations between the parties hereto,

Now, therefore, in consideration of the mutual promises and undertakings in good faith made by both parties to this Agreement, individually and collectively, the said parties do hereby agree to and with each other as follows, to wit:

ARTICLE I Recognition

During the life of this Agreement the Employer agrees that the Union shall be the sole collective bargaining agency for all of the Employer's production, maintenance and transportation em-

ployees and all temporary and part-time employees who perform work within the bargaining unit, excluding office and clerical employees, and guards, supervisors, quality and production control, technical and professional employees as defined in the Act.

Nothing herein shall prevent the Company from fulfilling its obligations under applicable federal and state labor, disability, and employment laws. However, the previous sentence will allow due consideration to this agreement.

ARTICLE II Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee or job applicant because of such person's race, religion, sex, age, national origin, or physical or mental disability unrelated to job performance.

It is understood that the references to the term "man" or use of the personal pronoun in this Agreement shall apply equally to male and female employees.

ARTICLE III Union Shop

- A. Employer agrees that all present regular employees covered by this Agreement shall, within thirty-one (31) days from the date of this Agreement, and as a condition of continued employment, join and maintain membership in the Union which is a party to this Agreement.
- B. All employees hired after the signing of this Agreement to perform work in the job classifications covered by this Agreement shall, as a condition of continued employment and if deemed satisfactory by the Employer, at the end of a thirty (30) day trial period, join and maintain membership in the Union which is a party to this Agreement following the trial period. When a new person is employed, the proper Plant Committee shall be notified by the Employer. Employer shall have the unquestioned right to discharge any employee at

any time during his trial period, and this right shall not be appealed by the employee or Union.

- C. The Employer agrees to discharge any employee who is not in compliance with the provisions of this Article within seven (7) days after having received written notice from the Union.

ARTICLE IV
Checkoff of Union Membership
Dues and Initiation Fees

- A. The Employer will deduct from the pay of each employee covered by this Agreement the current monthly Union Membership dues and initiation fees uniformly required of all Union Members, provided that at the time of such deduction there shall be in the hands of the Employer a valid written authorization executed by the employee in the following form:

TO: ROSEBURG FOREST PRODUCTS CO.

Date _____ I hereby authorize you to deduct from my wages and pay Local Union No. 2949 Lumber & Sawmill Workers, AFL-CIO, union membership dues as follows:

Union initiation fees in the amount of \$_____, Union Dues \$_____ per month, \$1.00 Death Benefit when authorized by local Union.

In the event you receive official notice from the Union that the monthly membership dues have changed while this authorization is in force, you are authorized to deduct from my wages each month such amount as is specified in said notice from Union. This authorization shall be valid and remain in full force and effect during the life of any existing collective bargaining agreement between you and the Local Union, or one year from date hereof, whichever shall occur earlier, and thereafter unless and until it shall have been permanently revoked by me by writing a notice to you,

or until I am permanently terminated from your employ.

Signature of Employee

Mailing Address

- B. The Union shall furnish the Employer with a statement of the current monthly dues and initiation fees uniformly required of all members and authorized by the Union Constitution and By Laws which shall be certified as correct by the President and Secretary of the Union. Any change in the amount of said dues or initiation fees whether of a permanent nature or for a specified number of months shall be honored by the Employer when such statement is furnished.

In the event an employee has insufficient earnings in the pay period when dues deductions are made to permit deduction of his dues, the Employer shall make an extra deduction the following month during the pay period when the regular dues deductions are made, provided that the Employer is notified in writing by the Local Union to make the extra deduction.

ARTICLE V Committees

- A. Employee members of the Union shall elect and maintain committees at each separate plant to be known as Sawmill #1 Plant Committee, Plywood Plant No. 1 Committee, Plywood Plant No. 2 Committee, Plywood Plant No. 4 Committee, Particleboard Plant Committee, and Woods Plant Committee, which shall represent them. Membership of each Plant Committee shall consist of three employees, each of whom must have been in the employ of the Company for at least six months preceding their election and also must be and remain actively employed in the plant he was elected to represent.
- B. Employer shall appoint one or more representatives from among its office or supervisory employees who are not cov-

ered by this Agreement, who shall represent it in conference with the Plant Committees.

- C. There shall be no Union activities on the premises of the Employer during working hours except as provided in this Agreement.

ARTICLE VI
Review and Adjustment
Complaints and Grievances

- A. Should there be any dispute or complaint as to the interpretation of any clause of this Agreement, or any grievances arising out of the operation of the Agreement, the Union agrees that all employees shall continue work (except in cases of suspension or discharge), under the conditions existing prior to the time the dispute, complaint or grievance arose and such dispute, complaint or grievance shall be handled in the following prescribed manner:
1. The employee or employees involved and the Shop Steward shall meet with the appropriate supervisor to discuss the matter. The supervisor shall have up to twenty-four (24) hours from the time of presentation in which to give his answer.
 2. If no satisfactory settlement is reached under this procedure, the dispute, complaint or grievance shall be reduced to writing and given to the appropriate three member Plant Committee, which Committee shall include the participating Shop Steward. They shall forthwith arrange a meeting with the Employer Committee, which shall consist of not more than four (4) members. Two copies of the written grievance shall be given to the Employer Committee at the time the meeting is requested.

The Plant Committee shall be entitled to one Union representative to assist them in any meeting with the Employer Committee, and one employee who is involved in the matter under discussion. The Employer shall be entitled to have the supervisor involved

present at any meeting with the Plant Committee. Any settlement arrived at between the two Committees shall be written out and signed by the members of each Committee.

3. If the two Committees are unable to arrive at a satisfactory settlement within five (5) days from the date of their first meeting, unless extended by mutual agreement, the matter shall be taken up directly with Employer management.

In addition to those persons provided for in 2. above, the Union shall be entitled to one representative of the District Council and one representative of the International Brotherhood as it may elect to assist in any meeting with management. Management shall be entitled to not more than two (2) representatives in addition to such persons as are provided for in 2. above at any meeting with the Union.

4. In the event no satisfactory settlement is arrived at under the provisions of Paragraph 3, above, the matter shall then be taken up directly with the President of the Company or his designee. In the event a meeting with the President of the Company or his designee, as requested cannot be arranged for and held within fifteen (15) work days following such request, (unless extended by mutual agreement) the entire grievance procedure provided for in this Article shall be deemed to have been exhausted, either party may then take any action it deems advisable.

B. Any settlement arrived at in the manner set out in Paragraph A of this Article shall be accepted by and be binding upon the Employer, the Union and the employee or employees concerned.

C. All meetings provided for above shall be held outside working hours of the employees in attendance at the meeting, except that the Employer will, when sufficient advance notice is given by the Union, arrange for one Union committee person to be off shift without pay, for the purpose of attending meetings held under the provisions of this Article.

- D. Meetings and conferences between the Employer and the Union, through their committees or representatives, shall be held in the office of the Employer or at such other place and at such time as may be agreed upon.

ARTICLE VII Intent and Purpose

It is the intent and purpose of this Agreement that all grievances and disputes arising hereunder be settled, if possible, by negotiation. If, however, no agreement on any such grievance or dispute is reached after sincere negotiations, either party may take such action as it may choose.

ARTICLE VIII Hours of Labor

- A. The regular work schedule and the regular hours of labor shall consist of five consecutive eight-hour days with Monday as the first day of the week, except the work week and work schedule may be adjusted to meet the needs of the operation.
- B. Shift schedule changes shall be made as set forth below without vote of the crew involved.

It is recognized and agreed that the Employer, at its option, and with no less than two (2) calendar weeks notice in writing to the Union Office and posted in the plant on the same day, may schedule the entire plant, a single department, or a single process of the operation, to operate on a continuous 24-hour day, 7-day week basis or a four-day/ten-hour basis. Any employee assigned to a four 10-hour shift schedule will be compensated at ten (10) hours pay if time is lost during their regular schedule due to holiday, jury duty or bereavement leave. If a holiday falls on an employee's day off, employees will be compensated at eight (8) hours pay. When the Employer schedules any such portion of the operation to operate on a continuous 24-hour day, 7-day week basis or a 4/ten-hour basis, it is recognized and agreed that the normal work schedule of affected employees may

commence and end on other days of the week established by the Employer in the light of the essential needs of the operation. The workweek and work schedule of such employees shall be arranged so that each employee shall receive two consecutive days off each week (except, when appropriate, at shift rotation). There shall be no overlap of shifts.

- C. Any employee incurring an on-the-job injury serious enough to require immediate medical attention, and who is unable to return to work during the remainder of the shift because of the injury shall receive either four (4) hours or five (5) hours pay if injured during the first half of the applicable shift or eight (8) hours or ten (10) hours pay if injured the last half of the applicable shift, provided the employee's supervisor is immediately notified of the injury as required by the Worker's Compensation Act.

OVERTIME

- A. All time worked by an employee on the sixth consecutive day worked by him in his regularly established work week shall be paid for at the rate of time and one-half. Time lost due to holidays, shutdowns, breakdowns, Employer layoffs, shall be considered as time worked in computing the sixth day of the week. Absences due to personal reasons shall not be counted as time worked in computing the sixth day of the workweek.

Employees called to work on a scheduled day off will be paid time and one-half for all hours worked on such day, provided they have not been off work for personal reasons during their regular work schedule.

First opportunity for weekend overtime shall be given to those employees on the shift involved who have worked straight time on the machine or position scheduled to work the overtime.

The Employer shall post a sign-up list on Friday morning and take it down Tuesday evening. Employees shall indicate interest in being considered for weekend overtime work by signing the list.

In the Sawmill, management, at its discretion, will schedule weekday overtime one week in advance. Individuals who sign the list are then obligated, short of an emergency, to work the daily overtime. This is applicable to extended shifts.

Employees who have signed the list will then be contacted by the supervisor to determine availability for weekend work under the procedure outlined in Paragraph B. below.

B. *Distribution of Overtime: Overtime, or extra work outside regular shift hours will be distributed as follows:*

1. First opportunity shall be given to those employees on the shift involved who have worked straight time on the machine or position scheduled to work the overtime.
2. Next opportunity shall be given to those employees on job seniority basis, within the job classification on the shift of work scheduled.
3. Next offered on a plant seniority basis to the employees on the shift of work scheduled subject to the employee's ability to do the job.
4. If sufficient employees have not been obtained after having exhausted the above provisions, the available work will then be offered on a job seniority basis to the employees within the job classification involved on the other shifts.

C. No employee shall be discriminated against for refusing to work overtime.

1. All time worked by an employee in excess of regular hours of labor per day shall be paid for at the rate of time and one-half his regular rate of pay, or the established rate of pay for the work performed, whichever is higher.
2. The right to refuse calendar Sunday work (eight (8) hours, or ten (10) hours if regularly assigned to a ten (10) hour shift) will not apply when calendar Sunday is a regular workday in an employee's regular work schedule.

3. When an 8 hour Relief shift employee works a split shift in the same day, (all other shifts will remain the same) beginning with night shift and ending with the afternoon shift, anything over 8 hours in a 24-hour period will be calculated as overtime. Night shift is the first shift of the day and all hours worked beyond the first 8 hours will be overtime. Split shifts for relief shift crews are no longer calculated at straight time.

- D. There shall be no duplicating or pyramiding of overtime and or premium pay.
- E. Allow a required safety meeting (limited to 30 minutes per month) provided employees are given forty-eight (48) hours notice and are paid overtime when scheduled outside normal shift times and when the normal shift has been worked.

REPORTING TIME

- A. Employees reporting to work but not put to work through no fault of their own shall receive two hours pay, unless notified prior to reporting for work that their services are not required. This rule shall not apply if the failure to put employees to work is caused by something the Employer could not reasonably foresee in time to give such notice.

RELIEF PERIODS

- A. Employees working on jobs where rest relief periods are needed shall be permitted a ten-minute relief period as near as possible in the middle of each one-half shift, on the Employer's time if on a five (5) day, eight (8) hour per day schedule. On a four (4) day schedule an employee will be permitted a 30 minute unpaid meal period and two ten minute relief periods. Each scheduled as near as possible in the middle of each one-half work period. "Work period" means the period between the time the employee begins work and the time the employee ends work, including rest period, but not including meal periods unless the employee is required to perform work during the meal period. It is understood that if an employee actually performs work beyond the "10 hour work period" he/she would be given an additional 10-minute rest period..

- B. Employees offered and accepting overtime work in excess of one hour, will be permitted a ten minute relief at the end of the regular shift, and before they start the overtime work.
- C. Employees offered and accepting overtime work that is expected to be more than four (4) hours beyond his regular shift, shall be permitted a twenty-minute meal period on the Employer's time at the end of the regular shift. (Maintenance and truck drivers will be permitted to take the break as near the end of the shift as practical.)

MEAL PERIOD

For payroll purposes, the "workday" shall be defined as the twenty-four (24) hour period commencing with the regular starting time of the employee's regular job and shift.

1. It is understood that all or part of the plant may operate on a three (3) shift per day basis. However, there shall be no split shifts or staggered starting times within the same job classification without approval of the Plant Committee.
2. All employees working in classifications which in whole or part function on a three (3) shift basis shall be entitled to a twenty (20) minute paid lunch period. This shall apply to classifications directly attached to such three (3) shift function, but shall not apply to unsupporting and unrelated like-name classifications.
3. "Non-paid lunch" employees shall have a thirty (30) minute unpaid lunch period; however, "non-paid lunch" period employees temporarily assigned for a full shift or more on a three (3) shift operation will be paid the twenty (20) minute paid lunch.
4. All lunch periods shall be taken as near as possible to the middle of the shift, and shall be taken and completed during the fourth (4th) and fifth (5th) hour of the eight (8) hour shift, or the fifth (5th) and sixth (6th) hour of a ten (10) hour shift.

The following provisions are applicable to the Particleboard Plant only:

- A. When the Particleboard Plant or any portion thereof is operated on a twenty-four (24) hour day, seven (7) day week

production basis, the Employer shall establish and post a shift schedule. The Plant Committee will be consulted before the shift schedule is established and posted, or regular shift starting times or schedules are changed. In establishing such schedules, it is understood that a Monday through Sunday workweek will be adhered to, but it is not possible to establish a shift schedule under which all four crews will work five consecutive days within an individual workweek. In all cases, however, each crew will be scheduled for at least forty (40) hours within each workweek.

- B. Employees who are scheduled to work five days per week may refuse to work overtime without fear of penalty. It is recognized that a continuous operation requires that one crew be scheduled for six days per week, and those employees working under this negotiated six-day schedule may not refuse to work the sixth day with impunity.
- C. Employees called to work on a scheduled day off will be paid time and one-half for all hours worked on such day, provided they have not been off work for personal reasons during their regular work schedule.
- D. When the Particleboard Plant or any portion thereof is operated on a 7-day week production basis, a specified paid holiday that falls on Sunday shall be observed on Sunday by that part of the plant operating on a 7-day week basis.
- E. Overtime Distribution for Mid-week Scheduled Overtime: Employees desiring to work must sign the overtime list for the planned day. Overtime is subject to employee's ability to do all parts of the job available. The Company will use any available employee working a regular, straight time day. This does not include employees that would be on straight time because of work missed for personal reasons.
 - 1. Senior job seniority employees (operators, etc.) needed for a specific job related task - any shift.
 - 2. Plant seniority on the specific line or machine involved - any shift.
 - 3. Plant seniority - any shift.
 - 4. Any volunteer available that did not sign the list.

ARTICLE IX
Seniority

A. GENERAL

1. When a new plant is created, Employer-wide seniority only shall prevail subject to qualifications and ability to do the work required for the initial employment. When a new department is created, plant seniority only shall prevail for the initial employment when an employee transfers from one plant to another for the purpose of accrued vacation benefits only. In the event an employee transfers to another plant, he shall retain seniority in the plant which he left for a period of thirty (30) days and shall have the privilege of returning to that plant if he does not remain in the plant he transferred to for thirty (30) days.

All individuals that hold a "break-in" position will move up to the next appropriate position when it becomes available.

Temporary assignment shall be for a period of thirty (30) calendar days to be extended beyond that time only on the approval of the Employer and the Union. No job shall be posted as temporary. If there is to be an extension it must be in writing and signed by the employee and a shop steward. A copy will be mailed to the Local Union office and a copy put in the employee's record.

In the event of curtailment and/or recall situations, if two or more employees have the same seniority date, the following procedure shall be followed to make a determination:

- a. Job class seniority (if the same) then ...
- b. Plant seniority (if the same) then ...
- c. Company seniority (if the same) then...
- d. If hired prior to January 1, 2000, a coin toss in the presence of the employees, shop steward and supervisor will be the final determination. If hired after January 1, 2000, the employee(s) with the earli-

est/lowest address book number on the Human Resources Information System will be determined to have the higher seniority rights.

In case of temporary openings within a progression system, individuals moving up will be allowed to return to the exact job and shift they left in the temporary move-up.

2. New employees shall be regarded as temporary employees for the first thirty (30) days of their employment. A new hire is on probation for the first 42 calendar days of employment. Time spent during new hire orientation (1 or 2 days) does not count as part of the 42 days. The names of such temporary employees shall be placed on the seniority list as of the date of hiring for thirty (30) days of continuous employment.
3. Any alleged violation of this seniority rule shall be called to Employer's attention in writing within the following five (5) days. In event no complaint in writing is made within said period, complaints as to violation of this seniority rule shall be deemed waived and shall not be made the subject of a grievance or dispute.
4. In filling vacancies in higher classifications, Employer accepts the principle of exercising due regard for seniority, ability and efficiency and the general practice will be followed of promoting those who, by length of seniority and all-around value to the plant organization, shall be deemed to have earned promotion.
5. In the event Employer feels he must hire a new employee for a top-skilled job, or promote an employee to a top-skilled job without respect to seniority the action shall first be discussed with the proper Plant Committee. Final decisions on questioned cases shall be made by the Union and the Employer President, or his designee.

The top-skilled jobs mentioned above are hereby defined: For the Sawmill Plants — Sawyers, Trimmer, Head Fireman, Head Planer, Planer Graders, Pine Graders and Welders. For Particleboard Plant — Print Area. For Plywood Plants No. 1 and No. 2 — Lathe Operators and Clipper. For Plywood Plant #4 — Lathe Operator, Clipper, Shift Sander, Log Handling and Log Decking Equipment.

6. If a machine center or line is curtailed and curtailment lasts less than 30 days, all affected employees go back to the same job and same shift as if movement never happened.
7. To establish a procedure for short-term curtailments, the following procedure is established for all operations under contract with the local union:

"SECOND SUNDAY RULE"

Section I In case of temporary cessation of work, reductions of forces, or curtailments, there will be limited bumping if it is known or anticipated that such cessation of work, reduction of forces, or curtailment will last no longer than two calendar Sundays.

Section II If it is known that such cessation of work, reduction of forces, or curtailment will last or if it does last beyond two calendar Sundays, bumping will take place under the terms of the Working Agreement on the first Monday following knowledge that the length of time will exceed two calendar Sundays or the first Monday following the second Sunday, whichever comes first.

THE ABOVE RULE WOULD BE APPLIED AS FOLLOWS:

Section I

- A. Individuals directly connected with the machine or process involved may be sent home for the remainder of that shift.
- B. The next day (starting on the shift in which the incident occurred) senior job classification employees on the shift involved will be worked and junior employees kept home.

Exception:

In specific lines of progression or job classifications (Example - Sanders and Forming Lines at Particleboard, Edgers and Quad Saws at the Sawmill, and Jitneys in all plants), seniority will be applied only within those specific lines and there would be no cross-bumping from progression line to progression line or within the Edger, Quad or Jitney job classifications.

- C. (Except as noted above), the following weekend job classification seniority will be recognized for bumping within job classification regardless of shift.
- D. Should a breakdown or other condition causing temporary curtailment extend through the second Sunday, then the curtailment will take place under the terms of the Working Agreement, i.e., bumping throughout the plant.
- E. If a breakdown or other unforeseen circumstance falls on a Friday, then there will be no curtailment across

shifts within job classification seniority (Step C), but should it extend through the second Sunday, then *Step D would be implemented.*

- F. If there is a "planned" curtailment, (other than vacation/maintenance shutdown), due to market conditions, etc., which is scheduled to last a full week or longer, then Step D will be implemented on the first Monday of the planned week's curtailment.

Section II

If it is known that the curtailment or cessation of work will extend beyond two Sundays, Step D will be implemented on the first weekend following knowledge of such long curtailment or cessation of work.

In addition, it is understood that because of the particular problems connected with the Woods, Step B and C will be by classification within each department with the current shift plus the next 48 hours allowed to accomplish necessary changes in Step B.

- 8. In case of curtailment within a plant or shop, journey level maintenance personnel shall have the option of taking layoff, or bumping back under the terms of this working agreement.

If an employee selects layoff in lieu of bumping, that employee shall have no recall rights until a job in that employee's job classification comes open. Recall under the terms of this agreement will then be followed.

- a. It is further understood that after the company recalls all employees affected by said curtailment, an employee who refused the job to which

they were bumped or chose to take a voluntary layoff would be required to return to the first available and suitable opening for which they qualify.

9. Any employee who is on layoff status for a continuous period of thirty-six (36) months shall no longer be considered an employee.
10. Pre-held Rights: A person bidding on a job who has been removed from that classification by curtailment shall have preference based on previous accrued job classification seniority. The bidder will have to indicate on the bid slip that he/she held the job previously. He/she must bid on the position each and every time it comes up for bid until they get the job as previously held. If not failure to bid will result in loss of pre-held rights.
11. Lead Person Bump Back Rights:
 - a. If lead for less than 180 days, employee (when not working in bid class) has a right to bump back to the last previous exact position, including shift, crew and job class; else, the lead person will bump back to the same job class but in a junior position.
 - b. If a vacancy is created when a person moves to a lead position the individuals filling the vacancies created by the lead person movement will have the same bump back rights as the lead person even if this movement occurs in a line of progression.
12. Millwright & Electrical Apprentice: Journey level job class seniority will be established as the first day he/she entered the apprentice program following completion of the sixth (6th) period of their apprenticeship.
13. Absenteeism Disciplinary Steps:
 - a. Verbal
 - b. Shop Steward Warning

- c. Final Written Shop Steward Warning
 - i Signed by the Supervisor and Shop Steward,
 - ii Employee to sign or have noted the refusal to sign,
 - iii Copy in the Employee file,
 - iv Copy to Employee and a copy to the Shop Steward if requested.
- d. Termination.

B. The plants of Roseburg Forest Products Co. are herein defined as:

1. Sawmill #1
2. Plywood No. 1
3. Plywood No. 2
4. Plywood No. 4
5. Particleboard
6. Woods

The division of the Plants are as follows:

1. SAWMILL #1 - All jobs at the sawmill from the unloading of logs to and including the shipping department.
2. PLYWOOD NO. 1 - All jobs in the plywood plant from where the block enters the mill to the finished product.
3. PLYWOOD NO. 2 - From the unloading of veneer to the finished product.
4. PLYWOOD NO. 4 - All jobs from the unloading of trucks to the finished product including the shipping department.
5. PARTICLEBOARD - All jobs starting with the wood fiber preparation to and including the loading of plant products.
6. WOODS - All jobs in the Woods and Road Construction, including Transportation, Truck Shop, and Fuel Department.

SAWMILL:

The division of departments in the sawmill is as follows:

1. DILLARD RAW RESOURCES DEPARTMENT:
 - a. All jobs related to the preparation and control of logs, blocks, and powerhouse fuel

SAWMILL SENIORITY

- A. In increasing or decreasing forces, length of continuous service shall be respected and exercised, first by classification, then by department, then by plant. It is recognized that, to ensure operating efficiency, reasonable leeway is necessary in applying this rule to permit the consideration of individual competence. No new employee shall be hired until all laid off employees have been notified that a job is available. Employer will not be responsible unless furnished with each employee's address or phone number, nor in the event an employee fails to reply promptly to Employer's notice, referred to above.
- B. In event employee accepts a job in another classification, he shall retain seniority in the classification which he left for a period of thirty (30) days and shall have the privilege of returning to that classification in the event he does not remain on the new job thirty (30) days.
- C. Job seniority shall govern shift preference. Notice of any permanent vacancy occurring on the day shift shall be posted for three (3) days in order that employees in the same job classification on the night shift may bid for it. The job open on the day shift shall be given to the bidder having the most seniority. A familiarizing period of up to five (5) working days will be granted to an employee bumping into a minimal skilled job.
- D. In decreasing the work force, any employee curtailed or bumped shall return to his or her last previous position provided he or she has more department, or plant, seniority than the junior person in the job class at the time of the curtailment. In the event he cannot return to his last previous job class or has no previous job class to return to, he will then use his department seniority to bump the junior employee in the highest job classification inside the department that he is qualified to do, providing he has more department or plant seniority than the person he is bumping. (In the non-skilled jobs a reasonable familiarization time period for safety and job layout will be considered). The junior employee inside the department will then use their

before it enters the plant or powerhouse. This consists of the unloading of logs up to and including the feeding of blocks into Plywood Plant #1, Sawmill #1 mills, Hog Fuel Pile, feeding fuel to the Powerhouse, and loading chips from Dillard stock piles with bucket machines.

- b. This department will advertise or bid the jobs that come available first within the department then will fill the opening in the department by advertising or bidding in both Plywood #1 and Sawmill #1.

In decreasing the work force in this department, any employee curtailed or bumped shall return to his last previous position, provided he has more department seniority than the employee occupying the job at the time of curtailment. In the event he cannot return to his last previous position or has no previous position to return to, he will then use his plant seniority to bump the junior person in the highest job class that he is qualified to do. The junior person in the department will leave the department via the plant they came from. If a person is hired from outside and has no previous seniority in either Plywood #1 or Sawmill #1 this person has no bumping rights in either plant.

2. Sawmill Department - All jobs in the sawmill starting with the deck to the end of the greenchain.
3. Yard Department - Including all jobs in the yard, the planer, the dry kiln, stacker and unstacker, shipping and transportation.
4. Maintenance and Powerhouse Department - Including jobs in operating and maintaining the Powerhouse, millwrights, mill mechanics, plumbers and electricians.
5. Central Maintenance - Including all Prefab, electricians, millwrights assigned to Prefab, installation or supplemental maintenance work.

temporary or permanent, in any other plant or department, unless mutually agreed by the Union and Employer.

All such daily work assignments for such personnel shall commence, for pay purposes, at Sawmill #1, on a daily basis, except when assigned to a particular job assignment outside of the immediate area (20-mile radius) with prior notice on his last shift, his pay will start at that location. The current practices of the parties for travel, subsistence, etc., shall be maintained for work assignments outside the 20-mile radius.

- H. Blue bid is for shift preference (does not count as an allotted bid), it could mean any shift, the one the bidder prefers. There are several ways to look at this, i.e., weekends off, starting times, 20 minute paid lunch or unpaid lunch. A blue bid does not mean you lose one of your 3 bids, and is only for the job classification.

PLYWOOD PLANTS SENIORITY

- A. Plant seniority shall prevail when vacancies or new jobs occur except on the jobs and conditions as listed in Exhibits A. and B. for Plywood Plant No. 1 and Exhibit B for Plywood Plant No. 2. Plant seniority shall date from date of hire and stop either by discharge or voluntary termination.
- B. 1. All jobs including basic jobs as listed in Exhibits A. and B. before being filled permanently, shall be posted on the plant bulletin board three working days or, if the whole or portions of the plant are on a variable work week, for five working days, showing the exact job and the rate of pay. Bids to be considered jointly by the Employer and the Union as to length of service and capability.
2. Within the Glue Crew at Plywood #1 only, bidding shall be as follows: Tail Sheet Turner (Basic) bid first on Core Feeder; Core Feeders bid first on Core Layer, followed by Tail Sheet Turner; Core Layers bid first on Stock Rustler then Stock Rustler/Spreader Tech,

plant seniority to bump the junior employee on the plant site.

- E. Regardless of the foregoing provisions of Paragraph D above, decreasing the work force, journey level maintenance and central maintenance personnel will not be required to bump outside of their classification in order to retain their seniority and may take layoff instead.
- F. All sawmill jobs not listed with an asterisk (*) (Wage Schedule) shall, prior to being filled permanently, be posted on the plant bulletin board for three work days, or if the whole or portions of the plant is on a variable work week, the bid shall be posted for 5 work days, showing the exact job and rate of pay. Bids to be considered jointly by the Employer and the Union as to length of service and capability.

An employee shall be entitled to use three successful bids per year. Each employee on a bid job shall have not to exceed thirty (30) working days as a reasonable trial period. If, during the trial period, the employee decides that he cannot do the job, or if, for any reason the job is not satisfactory to him, he may, at his own request, be returned to his old job status which would be counted as a successful bid. It is understood that if, during this trial period, the Employer feels that the employee is not capable, he shall be returned to his former job status with no loss of bid. The capability to be judged on performance in relation to the standards of production and the quality of work for that job. However, the Union reserves the right to question the decision of the Employer as to satisfaction rendered.

- G. Central Maintenance employees shall not be restricted in work assignments for prefab and maintenance work in any of the plants or departments covered by this collective bargaining agreement for construction, installation or supplemental maintenance work, provided, however, such work assignments:
 1. Shall not deprive regular maintenance employees of other plants or departments of their regular work assignments.
 2. Cannot be used to fill in any personnel vacancies,

followed by Core Feeders, then by Tail Sheet Turners. Bidding will be thrown open to Plant bidding only in the event the vacancy within the Glue Crew is not filled through the above-outlined bidding procedure.

3. Lay-up line progression and spreader progression are eliminated at Plywood #2.
 4. Spreader progression is eliminated at Plywood #4.
- C. Advancement within sander, greenend progression and detail machine progression for Plywood Operations shall follow the following steps. This procedure was formerly known as the Pogo Weston Agreement:
1. The employee within progression having the most job classification seniority shall be the one to have first chance at the next step in progression.
 2. An employee within progression who feels he is not capable or does not want to advance to the next step may turn down such a move twice before being removed from the line of progression, at the third turn-down.
 3. On known temporary opening(s) an employee may "go around" another employee any number of times on a "fill-in" basis until that position becomes open permanently. At that time the employee who has been "filling in" shall have the right to the opening and the person who has been "gone-around" shall be charged with one of the turndowns counting toward removal from line of progression.
- D. Employees shall be entitled to use four (4) successful bids per year. Each employee on a bid or progression job shall have not to exceed fifteen (15) working days as a reasonable trial period. If, during the trial period, the employee decides that he cannot do the job; or if, for any reason, the job is not satisfactory to him, he may, at his own request, be returned to his old job status which would be counted as a successful bid. It is understood that if, during this trial period, the Employer feels that the employee is not capable,

he shall be returned to his former job status with no loss of bid. The capability to be judged on performance in relation to the standards of production and the quality of work for that job. However, the Union reserves the right to question the decision of the Employer as to satisfaction rendered.

- E. 1. In decreasing the work force, curtailment in all progression jobs, as listed in Exhibit A., shall be in the *inverse order of jobs within the progression line* regardless of job classification seniority. In each case of bumping the junior person with the job class that is being bumped will return to the previous position and displace the junior person in that job and so forth on down the line until no further bumping within progression is possible. The junior person bumped into the previous job classification will then become the senior in that job class. The junior person within the basic progression job would then be the one that is actually bumped out of progression. In all jobs outside progression, job curtailment shall be by job classification seniority. All persons curtailed in this manner shall have the option of returning to their last previous position held provided they have more job seniority on their last previous position than the employee occupying the job at the time of curtailment, or reverting to the labor pool. When a curtailed person elects to return to this last previous position, the holder of that position shall have the option of returning to his last previous position or reverting to the labor pool and so on down the line until no further bumping is possible. If two or more persons are eligible to return to one job, the person who has previously held the job for the longest period of time shall be the one to return and all others shall revert to the labor pool. In each case of bumping, the person with the least job classification seniority shall be the one who is bumped. A person who has bid out of a basic progression job shall be eligible to return to that job, but a person who has bid out of progression while holding a job above the basic job shall revert to the labor pool in case of curtailment.
2. Any person who is curtailed or bumped who has no

previous position to return to shall revert to the labor pool. A number of persons with the least plant seniority equal to the number of persons in the labor pool shall then be laid off and all job vacancies created in bid brackets due to such layoff shall be put up for bid.

3. When a job is posted for bid, a person bidding on the job who has been bumped from that classification shall have preference at first bid opening only on that classification, by job classification seniority, the bidder indicating on the bid slip that he held that job previously. You must bid on that position each and every time it comes up for bid until you get the bid as previously held or you lose your previous held rights.
4. Employees who have been laid off shall be recalled in the inverse order of layoff, provided they are capable of doing the work required, and no new employee shall be hired until all laid off employees have been notified that a job is available. Employees thus recalled shall accept whatever work is available and shall have the right to bid on any vacancy after having returned to work. The laid off employee shall have five (5) days in which to answer the call back to work. The Employer will not be responsible for failure of notification unless it is furnished with each laid off employee's current address and/or telephone number, nor in the event that the laid off employee fails to reply promptly to the Employer's notice, referred to above.

F. Exhibit A.

Lathe deck, clipper, detail machine, glue, sanding, dryer, and maintenance department crews shall be by Job Progression as follows:

Lathe Deck:

Lathe Break-in
Core Lathe Operator
Lathe Operator
Head Lathe Operator

Plywood #4 Only

Deck Sawyer (Basic)
Deck

Lathe Break-in
Core Lathe Operator
Head Lathe Operator
Or, if needed by Company:

Deck (Basic)
Core Lathe Operator

Clipper:

Head Greenchain (Basic)
Core Stacker
8' Stacker
Core Lathe Clipper Operator
Clipper Operator

Detail Machine:

Detail Machine Break-in (Basic) Helper
Detail Machine Operator

Exhibit B.

Glue Crew Plywood #1 only:

Tail Sheet Turner (Basic)
Core Feeder
Core Layer
Stock Rustler
Stock Rustler/Spreader Tech

Lay-up Line Plywood #4 only:

Utility LUL
Line Layer
Line Tender

Sanding Department:

Sander Grader (Basic) (not Plywood #1)
Shift Sander - Break-in
Shift Sander

Dryer Department:

Dryer Tender Break-in (Basic)
Dryer Tender

Maintenance Department:

Millwrights:

Millwright

Electrician (Must be licensed)

Finish End:

Hardwood Veneer Sorter Helper (Basic)

Hardwood Veneer Sorter

Hardwood Warehouse

PARTICLEBOARD PLANT SENIORITY

- A. All basic job openings and all jobs outside progression, except for electrician, millwright, sample cutup, and minimum rate jobs before being filled permanently, shall be posted for three (3) working days or, if the whole or portions of the plant is on a variable work week, five (5) working days, showing the exact job and rate of pay. Bids to be considered jointly by the Employer and the Union as to length of service and capability.

Employees who are awarded bids for the purpose of Vacation Relief shall return to their last previous exact position, including shift and crew. All others affected by the bump back will also bump back to their last previous position, including shift and crew.

All bidding shall be by Plant Seniority which shall date from August 10, 1965, or the first day of work and stop either by discharge or voluntary termination.

- B. All straight day shift laborer jobs will be bid jobs, with the following criteria:
1. Individuals may be assigned to all areas of the facility.
 2. Individuals may be temporarily assigned to other shifts.
 3. Individuals must qualify on all aspects of the job content.
 4. Those currently holding straight day shift laborer jobs are grandfathered as of the date of the signing of this agreement.

- C. Advancement within the Particleboard plant shall be by job progression as follows:

Exhibit A:

1. Dryer Room
Dryer Room (Break-in)
Dryer Operator
2. Forming Line "1"
Floor (Basic) to Utility to either
Forming Machine Operator or Press Operator
3. Forming Line "2"
Floor (Basic) to Utility to either
Forming Machine Operator or Press Operator
4. Sander #1
Sander Grader (Basic)
Sander
5. Sander #2
Sander Grader (Basic)
Sander
6. Sander #3
Sander Grader (Basic)
Sander
7. Cutting:
Primary Cut-Up Saw
Strapper II (Basic)
Strapper I Operator Breakin
Operator

Porter Saw
Offbearer (Basic)
Porter Operator

Ripsaw
Lead Offbearer (Basic)
Ripsaw Operator

Shelving Line
Strapping II (Basic)
Strapping I/Operator Breakin
Operator

8. Shipping:
Car Loader

9. Melamine:

Line A	Line B	Line C
Paper Layer #2 (Basic)	Melamine Break-in (Basic)	Unit Assembler (Basic)
Paper Layer #1	Unit Assembler	Grader
Unit Assembler	Grader	Operator
Grader	Operator	
Operator		

10. Prefinish:
Film Trimmers (Basic)
Film Deck
Relief
Grader
Coater Area Operator

- D. Any person within Job Progression who has occupied the job for at least three (3) months and refuses to advance to the next job within progression system at the first opportunity shall be removed from job progression and assigned to any available job he is capable of performing.
- E. If a person advances to the next job in progression then rejects the job, he shall likewise be removed from Progression and assigned to any available job he is capable of performing.
- F. Persons advancing in Progression shall not have to exceed fifteen (15) working days as a reasonable trial period, which may be extended by mutual agreement of the Employer and Union. It is understood that if, during the trial period or extension thereof, the Employer feels that the employee is not capable he shall be removed from Progression and assigned to any available job he is capable of performing. However, the Union reserves the right to question the decision of the Employer.

- G. In all cases of advancement within job progression, the person with the greatest job classification seniority shall be the one to advance.
- H. Employees shall be entitled to use three (3) successful bids per year of which one only may be sideways or downward in rate of pay. Each successful bidder shall have not to exceed fifteen (15) working days as a trial period. If, during the trial period, the employee decides that he cannot do the job; or if for any reason the job is not satisfactory to him, he may, at his own request, be returned to his old job status which would be counted as a successful bid. It is understood that if, during this trial period, the Employer feels that the employee is not capable, he shall be returned to his former job status with no loss of bid. The capability to be judged on performance in relation to the standards of production and the quality of work for that job. However, the Union reserves the right to question the decision of the Employer as to satisfaction rendered.
- I. In decreasing the work force, curtailment in progression jobs as listed in Exhibit A shall be in the inverse order of jobs within the progression line regardless of job classification seniority. In each case of bumping the junior person within the job class that is being bumped will return to the previous position and displace the junior person in that job and so forth on down the line until no further bumping within progression is possible. The junior person bumped into the previous job classification will then become the senior in that job class. The junior person within the basic progression job would then be the one that is actually bumped out of progression. In all jobs outside progression, job curtailment shall be by job classification seniority. All persons curtailed in this manner shall have the option of returning to their last previous position held provided they have more job seniority on the last previous position than the employee occupying the job at the time of curtailment or reverting to the labor pool. When a curtailed person elects to return to his last previous position, the holder of that position shall have the option of returning to his last previous position or reverting to the labor pool and so on down the line until no further bumping is possible. If two or more persons are

eligible to return to one job, the person who has previously held the job for the longest period of time shall be the one to return and all others shall revert to the labor pool. In each case of bumping, the person with the least job classification seniority shall be the one who is bumped. A person who has bid out of a basic progression job shall be eligible to return to that job, but a person who has bid out of progression while holding a job above the basic job shall revert to the labor pool in case of curtailment.

- J. In decreasing the plant work force, employees shall be laid off in the inverse order in which they were hired. It is recognized that some leeway is necessary in the application of this rule to provide for instances where consideration of qualifications required that exceptions be made, in order to ensure the most efficient plant operation. When rehiring, the employee laid off last must be rehired first. All job vacancies created in bid brackets due to layoff will be put up for bid as in Paragraph 1, above. No new employees shall be hired until all laid off employees have been notified that a job is available. The laid off employee shall have five (5) days in which to answer the call back to work. The Employer will not be responsible for failure of notification unless it is furnished with each laid off employee's current address and/or phone number, nor in the event that the laid off employee fails to reply promptly to the Employer's notice, referred to above.

WOODS SENIORITY

- A. Woods departments are as follows:
1. Road Construction and Maintenance Department.
 2. Shop Department.
 3. Transportation - includes shavings, flat bed and tanker drivers.
- B. Seniority is defined herein as the length of service first by job classification, then by department, then by plant; except for the Transportation Department, where there are no job classifications other than Truck Driver.
- C. In increasing or decreasing forces, length of continuous

service shall be respected and exercised, first by department, then by plant. It is recognized that, to insure operating efficiency, reasonable leeway is necessary in applying this rule to permit the consideration of individual competency. No new employee shall be hired in a department until all laid off employees have been given reasonable notice that their positions have been reopened. The laid off employee shall have five (5) days in which to answer the call back to work. Employer will not be responsible unless furnished with each employee's address or phone number, nor in the event an employee fails to reply promptly to Employer's notice, referred to above.

- D. In the event of temporary curtailment, the Employer shall have the employee's current shift plus the next 48 hours to make the necessary personnel adjustments.
- E. If an employee accepts a job in another department he shall retain seniority in the department which he left for a period of thirty (30) days and shall have the privilege of returning to that department in the event he does not remain on the new job thirty (30) days.
- F. Notwithstanding the provisions of paragraph E. above, when a Woods employee accepts a temporary or seasonal job in any other Woods department, he shall, when such job is eliminated or curtailed, be permitted to return to his immediately held prior regular job without regard to departmental lines.
- G. 1. In decreasing the work force, an employee curtailed or bumped shall return to his last previous position provided he has more job seniority on his last previous position than the employee occupying the job at the time of the curtailment. In the event he cannot return to his last previous position or has no last previous position to return to, he will use his department seniority and bump the employee with the least department seniority provided he is capable of performing the job. In the event the curtailed employee is not capable of performing the job or does not have enough department seniority to remain in his department he

will then use his plant seniority and bump the employee with the least plant seniority provided he is capable of performing the job.

2. When a curtailment consisting of two or more drivers occurs in the Transportation Department, it will be considered a block curtailment. An equal number of employees with the least Transportation Department seniority will be considered the junior block. The senior of the curtailment employees will have the first choice of the job and shift in the junior block; the second senior in the curtailed block will have choice of the job and shift for the next junior block employee, and so on down the line until no more bumping can occur. In the event that an employee in the senior block is not properly certified for that position, he/she will have up to three working days (extended at management's option for qualification only) to acquire proper certification and qualification.
3. A bumped employee in the junior block may use his plant seniority and bump the employee with the least plant seniority provided he is capable of performing the job, or take layoff.
4. The company will call the curtailed employees together within two working days (excluding Saturday and Sunday) after layoff notification so affected employees can make the choice of layoff or bump at that time.
5. In the event an employee chooses to take layoff and while laid off his job is done away with or layoff lasts longer than ninety (90) days he/she has five (5) days after the expiration of said ninety (90) days to use their Transportation seniority to bump the junior person in Transportation.
6. It is understood that only the same number of junior employees (position) may be considered for bumping as the number being displaced in the senior block. There will be no movement up the seniority ladder to bump a higher junior employee.

- H. In filling vacancies in higher classifications, Employer accepts the principle of exercising due regard for seniority, ability and efficiency and the general practice will be followed of promoting those who, by length of seniority and all-around value to the plant organization, shall be deemed to have earned promotion.
- I. As long as two or more employees travel to the job site in the assigned vehicle then the driver will be paid the minimum wage as defined by Oregon State or Federal minimum wage rules, whichever is higher.
- J. Weekend Overtime:
1. For Woods Construction Only:
 - a. Upon signing the Overtime List first opportunity shall be given on a seniority basis to employees on the project in their respective job class or position.
 - b. Next opportunity shall be given to the senior person in the job class.
 - c. Next opportunity shall be given on a seniority basis to the employee that is qualified to do the job.
 - d. If sufficient employees have not been obtained after having exhausted the above provisions, the Company can fill the available work at its discretion.
 2. For Transportation Only:
 - a. Upon signing the Overtime List, first opportunity shall be given to the senior employee on the shift involved who has worked straight time on the type of equipment scheduled to work overtime.
 - b. Next opportunity on a Transportation seniority basis, to the employee on the shift of work scheduled, subject to the employee's qualifications and ability to do the job.
 - c. If sufficient employees have not been obtained after having exhausted the above provisions, the available work will then be offered on a seniority basis to the employee within the Transportation Division on the other shifts, subject to

- the qualification and ability to do the job.
3. In the event an employee calls in and requests to be excused from overtime work, regardless of the reason, and is excused from work, then it is the employee's responsibility to advise their supervisor or *appropriate person when they will be able to return to work.*

When the employee notifies the Company representative that he/she is available, they will be placed on the "available for overtime list" that they had previously signed up for, or for unscheduled overtime as normally filled when needed.

ARTICLE X Shift Differential

Employees will be paid applicable shift differential for their bid or assigned shift. If they work 2 hours or more overtime on another shift then they will receive the shift differential appropriate to that shift. The shift differentials are as follows:

Swing Shift	\$0.54/hr
Day/Swing Rotating Shift	\$0.27/hr
Graveyard Shift	\$0.60/hr
Relief Rotating Shift (dssgg, ddss)	\$0.70/hr

ARTICLE XI Temporary Classification

If work of a higher classification is temporarily required of any employee he shall receive the wages of the position to which he has been assigned, and for as long a time as he occupies that position, unless serving as a learner, in which case he shall receive an agreed-upon wage for this period. No change in classification shall be made unless the employee works continuously in the higher paid classification for one hour or longer, excluding relief time. No employee will be subject to censure when assigned to a classification which he has not been properly trained. If any employee is temporarily shifted for the convenience of the Employer to any position paying a lower wage than he has been

receiving, no reduction in wage shall be made, but in case the employee's services are no longer required in his class of employment, Employer may, with the employee's consent, instead of laying him off, transfer him to any other position vacant and at the wage fixed for that position. If the former position is renewed, the employee shall be automatically returned to his position.

ARTICLE XII Hiring and Discharge

- A. Employer retains the right to hire, and to suspend or discharge any employee, but agrees, upon request of the employee, to state reasons for suspension or discharge.
- B. Cases of alleged unjust suspension or discharge will be subject to review by the proper Plant Committee and the Employer, if presented by Plant Committee in writing within two working days from the date such suspension or discharge occurred. If the Employer and Plant Committee find that such suspension or discharge was without sufficient cause, the Employer agrees to reinstate the employee without loss of pay.

ARTICLE XIII Leave of Absence

- A. Leaves of absence may be granted during production operation by the Employer to employees without loss of seniority. Verbal leaves of absence may be issued by the immediate supervisor for up to three (3) calendar days. All other leaves of absence must be in writing, with a copy to the Union, and issued in advance by the Employer except in cases of emergency, and, except as provided below, shall be for a period not in excess of thirty (30) days. These leaves of absence may be extended without loss of seniority only in case of sickness or dire necessity or by mutual agreement between the Employer and the Union. Any employee accepting employment during a leave of absence will forfeit all seniority rights except that if the employee is injured and can obtain light work during his period of recu-

peration, and no such position is available in the operation, he can accept this work by mutual agreement between the Employer and the Union until such time he is able to resume his regular work within the operation, without loss of seniority. Working for another employer without the mutual agreement of the Union and the Company while on leave of absence will result in termination.

Employees with seniority who are unable to work because of non-occupational sickness or injury (including maternity) shall be granted a leave of absence without loss of seniority, equal in time to such sickness or injury, but not to exceed twelve (12) months except by mutual agreement between the Employer and the Union. The Employer reserves the right to require that the employee submit to a medical examination at the Employer's expense by a doctor of the Employer's choice, for the purpose of determining the employee's physical status and ability to return to work. Any employee who is sick or injured shall notify the Employer as soon as possible. Employees on leave of absence due to sickness or injury may accept light work during the period of recuperation but shall make application with the Employer for such light work first. The Employer shall retain the right to demand reasonable proof of sickness or injury, including maternity, on an individual basis. Notwithstanding any of the above, employees are required to follow all rules and guidelines associated with the use of FMLA or OFLA leaves.

Leaves of absence shall be available to a reasonable number of employees who become and remain full time employees of a Union or Council affiliated with the United Brotherhood of Carpenters, provided such employees have completed one year of continuous service with the Employer prior to the date from which leave of absence is requested. Seniority shall accrue for not to exceed two (2) years in any such Union position, and thereafter shall be retained, but not additionally accrued. An employee desiring to terminate such Union leave of absence shall give the Employer at least thirty (30) days advance written notice so that proper arrangements for job placement can be made.

- D. Official representatives of the Local Union will be granted upon their application suitably in advance, such reasonable and limited leaves of absence from work as are necessary for their attendance at conventions and conferences of the Union as delegates.
- E. Employees who have completed one year of continuous service with the Employer and who are promoted to positions with the Employer or any company affiliated with the Employer, but outside the bargaining unit, shall accrue seniority for not to exceed two (2) years in such position and thereafter shall retain but not continue to accrue seniority; upon being returned to jobs in the bargaining unit the option of the Employer such employees shall have the same rights as employees laid off from bargaining unit jobs. The Employer shall give the Union at least thirty (30) days advance written notice of any such return so that proper arrangements for job placement can be made.
- F. Employees failing to renew leaves of absence according to established procedures or failing to report to work at the end of a leave of absence shall be considered a voluntary termination. Failure to comply with call-in, notification and documentation requirements will result in discipline up to and including termination.

ARTICLE XIV Fire Fighting

In the event employees are called on to fight fire, the regular rate of each man shall be paid for the balance of the shift which the fire fighting started. Thereafter, the minimum rate straight time shall be paid except for employees working at their regular duties while fighting the fire. Such employees shall receive their regular rates at straight time.

When an employee is called upon to fight fire at the Company's request and does not work enough hours in the month to qualify for health and welfare coverage because of fighting fire, the Company will make adjustments so there is no lapse of hours for that month.

ARTICLE XV

Safety

- A. *There shall be a Safety Committee made up of at least six employees who shall hold meetings, keep minutes, and make inspections of machinery, equipment, appliances, working conditions at regular intervals, and who shall report any unsafe conditions to the Employer as soon as possible. No employee shall be required to work with any device, machine or under any conditions found by the Committee, and concurred in by the Employer, to be unsafe until the same has been made reasonably safe. No employee's job shall be jeopardized for refusing to work under any unsafe conditions herein determined.*

- B. *Any conditions found unsafe by the Safety Committee and recognized as being unsafe by the Employer shall be corrected or repaired within a reasonable length of time. What is considered a reasonable length of time shall be determined by the Employer and the Union.*

- C. *A shop steward will be present when an employee is receiving a safety citation, if the employee requests.*

ARTICLE XVI

Paid Holidays

- A. *New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, the day before Christmas, Christmas Day, and December 31st, shall be recognized as paid holidays for qualified employees. Paid holidays recognized by this Agreement shall be observed on the day established by Congress for Federal employees, where applicable.*

Two additional holidays shall be granted. The additional holidays shall be designated by management by April 15th each year. In the absence of such designation the holiday will be a floating holiday.

The two (2) consecutive "recognized" and "paid" holidays

of "the day before Christmas" (December 24th) and "Christmas Day" (December 25th), "Thanksgiving Day and the day after," and "New Years Eve day" and "New Years Day" shall, in each instance, mean the twenty-four (24) hour calendar day period commencing at 12:01 a.m. and ending at 12:00 midnight.

If a holiday falls on Sunday, the following Monday shall be recognized as the holiday. However, the December 24th and December 31st holidays shall be recognized on the day they occur, without regard to Sunday. When the plant or any portion thereof is operated on a 7-day week basis, a specified paid holiday that falls on Sunday shall be observed on Sunday by that part of the plant operating on a 7-day week basis.

- B. The last regularly scheduled shift commencing prior to any paid holiday shall be completed at the non-holiday rate of pay, even though part of the hours worked fall in the paid holiday.
- C.
 1. Holiday pay for a qualified hourly employee shall be computed at his straight time rate of pay for the job he last occupied immediately prior to the paid holiday but not to exceed eight (8) hours, or ten (10) hours if regularly assigned to a ten (10) hour shift.
 2. An employee who is regularly assigned to a second, (afternoon) or third (night) shift at the time of a "paid" holiday set forth in this Agreement, shall receive the shift differential of said shift in computing "paid" holiday pay for which said employee qualifies under the holidays Article and provisions.
 3. Holiday pay for employees shall be for scheduled hours for regular workdays and eight hours for non-scheduled days.
 4. Electrical and Maintenance Department personnel who work on a holiday will be paid at the overtime rate for the holiday. Electrical and Maintenance employees who work on the holiday may choose to take a replacement day within 90 days of the holiday.

D. Any employee working on a paid holiday, whether or not such employee may be qualified for that "paid" holiday, shall be paid at a rate of time and one-half (1-1/2) the applicable rate of pay, except as noted in Paragraph B.

E. An employee is qualified for holiday pay if he meets all the following conditions:

1. His/her last hire date was at least ninety (90) calendar days prior to the paid holiday, and
2. He/she worked his last regularly scheduled work shift before the holiday, and worked the first regularly scheduled shift after the holiday, unless:
 - a. An otherwise qualified employee fails to work said "day before" or "day after" the "paid" holiday because he/she is on leave of absence of not to exceed thirty (30) days duration, specifically authorized by the Employer (including temporary leave of absence for Armed Forces or National Guard service) and returns to work in accordance with the terms of such leave of absence.

In such instance, the affected employee's last scheduled workday before leaving on such authorized leave of absence, shall be considered as synonymous with said "day before" the "paid" holiday.

- b. An otherwise qualified employee fails to work said "day before" the "paid" holiday due to a permanent plant closure which occurs within thirty (30) days prior to the "paid" holiday, provided, however, such employee must actually work the last workday scheduled for him by the Employer within the thirty (30) day period.
 - c. An otherwise qualified employee is specifically excused by his supervisor from reporting for work by verbal excuse, provided that, in the event such excused absence is granted by the

supervisor, either the supervisor or the affected employee shall notify the Employer's time office (or person other than the supervisor granting said excused absence, that is designated by the Employer) within five (5) days from the time the excused absence was verbally granted. Excused absences for a period in excess of three (3) days must be in writing. No payment will be made for any holiday that occurs in any month after the date of an employee's retirement under the provisions of the Employer's negotiated retirement plan.

- F. 1. An otherwise qualified employee absent because of non-occupational injury or illness, and who produces written evidence of such injury or illness upon his return to work shall be qualified for holiday pay for the paid holidays which occur during the first thirty (30) calendar days following the commencement of such non-occupational injury or illness resulting in such absence.
2. An otherwise qualified employee absent because of layoff shall be qualified for holiday pay for not more than two paid holidays which occur during the layoff, provided, the employee returns to work upon the termination of such layoff. For purposes of applying this provision the consecutive two holidays of "Thanksgiving Day" and "the Friday following Thanksgiving," shall be treated as a single paid holiday. And the consecutive two holidays of "the day before Christmas" (December 24th) and "Christmas Day" (December 25th) shall be treated as a single paid holiday for such purpose, as will New Years Eve (December 31) and New Years Day (January 1).

In addition, if a management designated holiday is contiguous to an existing listed holiday, they shall be considered as one holiday.

- G. An otherwise qualified employee absent because of a compensable occupational injury or illness shall be qualified for

holiday pay for the paid holidays which occur during the first six (6) months of absence following the date of first disability or illness resulting in such absence. Holiday pay for such employee shall be paid on the regular payday for the period in which the holiday occurs.

- H. Except as provided in Paragraph H. above, holiday pay shall be paid to a qualified employee on the regular pay day immediately following the pay period in which the employee qualifies for the paid holiday.
- I. It is agreed that no work will be performed on Labor Day except to save life or property or to maintain camp services.

ARTICLE XVII Vacations with Pay

All employees in the bargaining unit described in this Working Agreement shall be granted vacation with pay, subject to the following terms and conditions:

- A. **Vacation Base Year**
The vacation base year shall be the period of time from June 1 through May 31 each year, both dates inclusive, which vacation base year shall be controlling for purposes of determining vacation and vacation pay eligibility.
- B. **Vacation Time and pay Eligibility**
For vacation eligibility purposes, hours worked shall include and be credited when paid during the vacation base year, for:
 - 1. All hours actually worked,
 - 2. Holiday hours, paid for but not worked,
 - 3. Vacation hours paid (not bonus week),
 - 4. Hours allowed for Jury Duty and Bereavement Leave.

Full Vacation Entitlement

For all such employees who have qualified for a full vacation by reason of having worked or being credited with 1,200 or more hours during the vacation base year, the following increment formula shall apply:

<u>Vacation Credit Years</u>	<u>Vacation Time Off</u>	<u>Vacation Pay</u>
1 - 2 years	1 week	40 hours
3 - 5 years	2 weeks	80 hours
6 - 11 years	3 weeks	120 hours
12 - 19 years	4 weeks	160 hours
20+ years	5 weeks	240 hours

1. One and Two Year Employees

All employees who, on May 31, have one (1) year but less than three (3) years of continuous employment as defined in Section "H" of this Article, shall receive vacation and vacation pay as follows:

- a. One week vacation with forty (40) hours pay if he has worked or is credited with not less than 1,200 hours during the vacation base year.
- b. One week vacation with thirty-two (32) hours pay if he worked or is credited with less than 1,200 hours, but not less than 920 hours in his last continuous employment during the vacation base year, and is in the employment of the Employer on May 31.
- c. One week vacation with twenty-four (24) hours pay if he worked or is credited with less than 920 hours, but not less than 640 hours in his last continuous employment during the vacation base year, and is in the employment of the Employer on May 31.

2. Three through Five Year Employees

All employees who, on May 31, have at least three (3) but less than six (6) years of continuous employment as defined in Section "H" of this Article, shall receive vacation and vacation pay as follows:

- a. Two weeks vacation with eighty (80) hours pay if he has worked or is credited with not less than 1,200 hours during the vacation base year.

- b. *Two weeks vacation with seventy-two (72) hours pay if he worked or is credited with less than 1,200 hours, but not less than 920 hours in his last continuous employment during the vacation base year, and is in the employment of the Employer on May 31.*
- c. *Two weeks vacation with sixty-four (64) hours pay if he worked or is credited with less than 920 hours, but not less than 640 hours in his last continuous employment during the vacation base year, and is in the employment of the Employer on May 31.*

3. *Six through Eleven Year Employees*

All employees who, on May 31, have at least six (6) but less than twelve (12) years of continuous employment as defined in Section "H" of this Article, shall receive vacation and vacation pay as follows:

- a. *Three weeks vacation with one hundred and twenty (120) hours pay if he has worked or is credited with not less than 1,200 hours during the vacation base year.*
- b. *Three weeks vacation with one hundred and twelve (112) hours pay if he is in the continuous employment of the Employer and worked or is credited with less than 1,200 hours, but more than 920 hours during the vacation base year, and is in the employment of the Employer on May 31.*
- c. *Three weeks vacation with one hundred and four (104) hours pay if he is in the continuous employment of the Employer and worked or is credited with less than 920 hours, but not less than 640 hours during the vacation base year and is in the employment of the Employer on May 31.*

4. *Twelve through Nineteen Year Employees*

All employees who, on May 31, have twelve (12) but

less than twenty (20) years of continuous employment as defined in Section "H" of this Article, shall receive vacation and vacation pay as follows:

- a. Four weeks vacation with one hundred and sixty (160) hours pay if he has worked or is credited with not less than 1,200 hours during the vacation base year.
 - b. Four weeks vacation with one hundred and fifty-two (152) hours pay if he is in the continuous employment of the Employer and worked or is credited with less than 1,200 hours, but more than 920 hours during the vacation base year, and is in the employment of the Employer on May 31.
 - c. Four weeks vacation with one hundred and forty-four (144) hours pay if he is in the continuous employment of the Employer and worked or is credited with less than 920 hours, but not less than 640 hours during the vacation base year and is in the employment of the Employer on May 31.
5. **Twenty or More Year Employees**
All employees with twenty (20) or more years of continuous employment as defined in Section "H" of this Article, shall receive vacation and vacation pay as follows:
- a. Five weeks vacation with two hundred forty (240) hours pay if he has worked or is credited with not less than 1,200 hours during the vacation base year.
 - b. Five weeks vacation with two hundred and thirty-two (232) hours pay if he is in the continuous employment of the Employer and worked or is credited with less than 1,200 hours, but more than 920 hours during the vacation base year, and is in the employment of the Employer on May 31.

- c. *Five weeks vacation with two hundred and twenty-four (224) hours pay if he is in the continuous employment of the Employer and worked or is credited with less than 920 hours, but not less than 640 hours during the vacation base year and is in the employment of the Employer on May 31.*
- d. *The forty (40) hour bonus payment will not be considered compensable for pension and health and welfare purposes.*

C. **Woods Employees**

When a Logging Department works less than 168 days (whether or not consecutive) during the vacation base year due to weather conditions, regular full-time employees who are regularly assigned to any such Logging Department and are on the payroll of the Employer on May 31, and have one or more years of continuous employment on or before May 31, and who have not less than 640 hours in the vacation base year shall be entitled to full vacation and vacation pay in accordance with the length of service provisions of the Article. If not otherwise specified in this Agreement, for the purposes of the Section C, Logging "Departments" shall be: Yarding and Loading, Road Construction and Road Maintenance, Transportation and Equipment Maintenance.

D. **Vacation Rate of Pay**

The vacation rate of pay for an hourly paid employee shall be his regular classified straight time rate of pay in effect on June 1, including any applicable (regularly assigned) shift differential.

In cases of curtailment, an individual's vacation rate shall be his or her bid rate classification prior to the bump back, provided the hours worked before the bump back exceeded 1500 hours (1200 hours for Sawmill and Woods employees) and provided the majority of his or her hours worked for the vacation base year was at this rate.

E. **Vacation Payments**

All employees shall receive their vacation pay on June 25th,

except for those employees scheduled for vacation prior to June 25th except as hereinafter provided:

1. An employee terminating his employment for any reason during the vacation base year after having 1,200 or more hours worked or credited in that vacation base year shall, at the time of termination, be paid his full vacation benefit in accordance with his length of service notwithstanding his date of hire or termination.
2. Employees in the continuous employment of the Employer but not actively employed (working) on May 31 due to an industrial accident or industrial sickness which occurred during the course of employment with the Employer and for which they receive Worker's Compensation, or who are on layoff status, shall be paid their vacation pay for which they qualify on the regular payday immediately following the subsequent June 1, however, the Employer shall be required only to pay such vacation pay at such time to any employee on layoff status if such employee is not reasonably expected to be called back to active employment prior to the first scheduled vacation period and who personally requests such earned vacation payment in writing to the Employer not less than one (1) week prior to said regular payday.
3. Employees leaving the employment of the Employer during the vacation base year due to retirement under the provisions of the Employer's negotiated retirement plan, death, or who are severed from employment through no fault of their own prior to May 31, and who have less than 640 credited hours during the vacation base year shall be entitled to prorated vacation pay in accordance with Section "G" of this Article. All such employees who have 640 or more credited hours during the vacation base year shall be entitled to vacation pay in accordance with Paragraph "B" of this Article. The term "no fault of their own" above shall not include discharges for cause or quits. Such prorated vacation pay shall be paid with the employee's final paycheck.

4. a. Employees leaving the active employment of the Employer by reason of having been drafted or enlisting in the Armed Forces of the United States and who have not qualified for a partial or full vacation benefit during the current vacation base year shall receive prorated vacation pay in accordance with the provisions of Section "G" of this Article. Vacation pay due such employees shall be paid with their final check prior to leaving.
- b. When such employee returns to the active employment of the Employer after serving in the Armed Forces and does not qualify for a partial or full vacation benefit during the vacation base year in which he returns to employment, he shall receive prorated vacation pay in accordance with the provisions of Section "G" of this Article for hours worked or credited during said vacation base year in his return. Such employee shall accumulate length of service, but shall be entitled to no pay for any time spent out of active employment of the Employer by reason of or actually serving in the Armed Forces.
- c. This provision shall apply only during periods when there is compulsory military service.
5. a. Work time lost by an employee due to an industrial accident or industrial sickness which occurred during the course of employment with the Employer and which is recognized by the State Industrial Accident Commission or the proper State agency, shall be counted as credited time for vacation purposes but limited to the amount of time such employee would otherwise have worked or been credited with during his period of temporary disability. Such credited time shall not extend beyond twenty-four (24) months following date of first disability.
- b. When such employee returns to the active employment of the Employer following such tem-

porary industrial disability and does not otherwise qualify for a partial or full vacation benefit during the vacation base year in which he returns to employment, he shall receive prorated vacation pay in accordance with the provisions of Section "G" of this Article for hours worked or credited during said vacation base year of his return, provided said employee is in the employment of the Employer on May 31.

6. Employees may request payment for vacation be delayed until they actually take vacation. All requests must be turned into the Payroll Office by May 1st.

F. Non-Duplication

There shall be no pyramiding or duplication of vacation benefits or crediting of hours under this Article.

G. Prorated Vacation Benefits

All prorated vacation benefits under this Vacation Article shall be paid on the basis of applicable rate of pay in accordance with Section "D" of this Article and years of continuous employment as defined in Section "H" of this Article as follows:

<u>Years of Continuous Employment as of last June 1</u>	<u>Amount of Vacation Pay</u>
Less than 3 years	1 hour's pay per 30 hours worked
3 through 5 years	2 hours' pay per 30 hours worked
6 through 11 years	3 hours' pay per 30 hours worked
12 through 19 years	4 hours' pay per 30 hours worked
20 and more years	6 hours' pay per 30 hours worked

In no event may any employee receive more vacation pay through application of this prorated vacation pay formula than he would have received had he been entitled to a full vacation.

H. Definitions

1. For purposes of vacation "continuous employment" is defined as employment with the Employer uninterrupted by absence due to discharge unless reinstated within thirty (30) days, or due to voluntary severance of employment by the employee, or due to retirement of the employee.

2. Notwithstanding the provisions of Paragraph "1" above, a new employee hired at least 90 days prior to May 31 and who remains in the continuous employment of the Employer throughout the balance of said employee's first vacation base year shall be credited as having one full year of continuous employment for all subsequent vacation purposes.
3. Where an Employer has previously not effected a transition to, or adopted the terms and provisions of, this Vacation Article, the following shall apply: For the purpose of determining an employee's total years of credited service for vacation purposes where Employer records do not reveal the number of an employee's hours worked during his first vacation base year of last employment by the Employer, the employee shall receive such credit as provided in Section "H.2." provided he was employed between June 1 and March 2 of his said first year of employment.

I. *Vacation Periods*

1. A week's vacation period shall be one (1) week of seven (7) consecutive days. The "seven (7) consecutive days" shall commence on a Monday or the first day of the employee's regularly scheduled work week, unless otherwise agreed to by the Union and the Employer.
2. A two weeks' vacation shall be two (2) weeks of fourteen (14) consecutive days, provided that a two weeks' vacation period may be two (2) nonconsecutive weeks of seven (7) consecutive days if agreed to by the Union and the Employer.
3. The third, fourth or fifth week of vacation shall be seven (7) consecutive days each as provided in Paragraph "1", above.

J. *Vacation Options*

1. The first and second weeks of vacation and the third or fourth weeks of vacation (when the Employer elects

to close down for purposes of such third or fourth weeks) must be taken by an eligible employee during the subsequent vacation base year and cannot be accumulated or paid for in lieu of vacation time off.

2. If the Employer elects to stagger the third and fourth weeks of vacation, such weeks of vacation may be taken by an eligible employee during the subsequent vacation base year or, at his option, such employee may elect to receive pay in lieu of such third and fourth weeks of vacation time off.
3. The fifth week of vacation may be taken by an eligible employee during the subsequent vacation base year or, at his option, such employee may elect to receive pay in lieu of such fifth week of vacation time off.

K. Vacation Scheduling

1. Vacations may be given for the first, second, third and or fourth weeks by:
 - a. Closing down the operation entirely,
 - b. Closing down entire shifts at different times,
 - c. Staggering vacation weeks on a department and/or individual basis.
2. The Employer may elect any combination of the courses set forth in "1" above, but must give detailed notice of the method selected to the employees and the Local Union by or before April 15 of the current vacation base year and, upon request, discuss the detailed method of procedure with the Local Union by or before May 1 of the current vacation base year.
3.
 - a. If the Employer elects to close down for the first and second weeks of vacation, the Employer must schedule such closure during June, July, or August, unless otherwise agreed upon between the Employer and the Union, and announce such schedule prior to April 15 of the current vacation base year.

- b. If the Employer elects to close down for the third and fourth weeks of vacation, the Employer must schedule such closure during the base year and announce such schedule prior to April 15 of the current vacation base year.
- c. Each employee must take vacation time off for the first and second weeks, and for the third and fourth weeks if a closedown is elected by the Employer.
- d. If the Employer elects to stagger the third and fourth weeks of vacation, such third and fourth weeks, if taken by qualified employees, may be taken at any time during the vacation base year in accordance with Paragraph 4, below.
- e. The fifth week of vacation, if taken by qualified employees, shall be taken by the employee at any time during the vacation base year, in accordance with Paragraph 4, below.
- f. The third, fourth and fifth weeks of vacation may, but need not necessarily, be consecutive with each other or with the second week of an employee's vacation.
- g. When the Employer elects to stagger the third and fourth vacation weeks, affected employees may elect to take pay in lieu of the third and fourth weeks, and qualifying employees may elect pay in lieu of the fifth week in any event.
- h. Employees with three (3) or more weeks of vacation will have the option of taking one (1) day at a time vacation for one (1) week of their vacation time. Each plant may meet with the plant committee to determine day at a time scheduling. This vacation time is to be scheduled using the same rules that govern the current scheduling of vacation. This paragraph does not apply if the Employer invokes b. above.

4. In cases of vacations staggered on an individual basis under the provisions of Paragraph 1.c. above, then applying to:
 - a. 1st and 2nd week - The Employer will meet upon request of the Local Union on or before May 1, to work out the application of the seniority preferences insofar as is practical with the operating needs of the Employer.
 - b. 3rd, 4th and/or 5th week - The Employer will give preferences based upon seniority to employee requests submitted in writing at least fifteen (15) days in advance of the employee's desired vacation period insofar as is practical with the operating needs of the Employer.
 - c. In all cases preference will be awarded based on company seniority.
5. In cases of breakdown or other emergencies, shorter notice of vacations may be given as agreed upon between the Employer and the Local Union.
6. When a paid holiday under this Working Agreement falls during any week of vacation, an additional day of vacation shall not be taken. Vacation pay to which an employee is entitled shall not be reduced by any holiday pay for which an employee may be qualified.

ARTICLE XVIII
Health and Welfare

- A. The Employer shall contribute to Western Council LPIW-Timber Operators Council Trust in a manner prescribed by the Joint Committee. The funds shall be used to provide life, accidental death and dismemberment insurance, sickness and accident disability benefits, and hospital-medical-surgical coverages for the employees and their covered dependents as defined by the Trust.
- B. The Employer agrees to accept and be bound by the terms and conditions of the Joint Plan and Trust, as amended,

the same as though he were signatory thereto. A copy of the Plan and Trust shall be provided to the Employer by the Joint Committee of the Plan and Trust.

- C.
1. Effective July 1, 2004, based on June hours, the Company agrees to increase the contribution to the Bledsoe Trust by \$0.60/hr. Thirty (30) cents of this contribution is recognized to be in lieu of a thirty (30) cent wage increase.
 2. Effective July 1, 2005, based on June hours, the Company agrees to increase the contribution to the Trust by \$0.60/hr. Thirty (30) cents of this contribution is recognized to be in lieu of a thirty (30) cent wage increase.
 3. Effective July 1, 2006, based on June hours, the Company agrees to increase the contribution to the Trust by \$0.55/hr. Twenty-seven and one half (27 ½) cents of this contribution is recognized to be in lieu of a twenty-seven and one half (27 ½) cent wage increase.
 4. Effective July 1, 2007, based on June hours, the Company agrees to increase the contribution to the Trust by \$0.55/hr. Twenty-seven and one half (27 ½) cents of this contribution is recognized to be in lieu of a twenty-seven and one half (27 ½) cent wage increase.

Each increase described above is contingent upon the trust effectuating the contribution change rate described above for a majority of participating employees and the employer shall be obligated to pay no more or less notwithstanding the language contained in this agreement.

- D. All funds of the Western Council LPIW-Timber Operators Council, Inc. Health and Welfare Plan and Trust shall be combined for purposes of providing employee and dependent benefits as hereinafter set forth and for the purposes of reserves, refunds and retention.
- E. The parties to this agreement support evaluation of a common trust to replace the existing trusts that provide benefits to Western Council of Industrial Workers participants.

ARTICLE XIX
Pensions

- A. The Employer has qualified as a participating employer under that certain pension trust and plan known as "Lumber Employers and Western Council LPIW Pension Trust and Plan."
- B. The Union, on behalf of the employees, individually and collectively, within the collective bargaining unit, and the Employer agree to accept and be bound by the terms and provisions of the Pension Trust and Plan known as the "Lumber Employers and Western Council LPIW Pension Trust and Plan."
- C. 1. Effective June 1, 2004, increase the benefit to \$37 per year of service for all credited years, including 2004.
2. Effective June 1, 2005, increase the benefit to \$38 per year of service for credited years after 2004.
3. Effective June 1, 2006, increase the benefit to \$39 *per year of service for credited years after 2004.*
4. Effective June 1, 2007, increase the benefit to \$40 per year of service for credited years after 2004.
5. Effective January 1, 2008, increase the benefit to \$42 per year of service for credited years after 2007.
- D. If your employment is terminated due to a total and permanent disability and you have at least ten years of credited service or five future service credits, you may be eligible to receive a monthly disability benefit. If you are a terminated employee on or after June 1, 2000, vested with ten years of credited service or five future service credits and become totally and permanently disabled within 36 months after termination of employment, you may be eligible to receive a monthly disability benefit.
- E. Retirement Savings

Effective September 1, 2004, the Company's match will be fifty cents (50¢) for each dollar contributed by the employee out of the first six percent (6%) of their pay deferred.

Employees may contribute up to the maximum of their earnings annually, consistent with IRS guidelines.

Employees will be one hundred (100%) percent vested in employer's contributions after three (3) years of service (thirty-six months).

Effective August 15, 2004 provide for loan provision to the 401k plan.

- F. 30 and out provision has been added to the Pension Plan and is governed and defined by the Pension Plan for employees 55 and over with at least 30 years of service, and is an active employee on ratification date.

ARTICLE XX

Wages

- A. New Hires - All new hires will receive \$2.00 per hour less than the contract rate during the first thirty (30) days of employment. The Company may make exceptions for skilled positions.
- B. 1. A "ratification bonus" (\$750.00) will be available to active full time employees on the following schedule:
\$ 500.00 Employed on ratification date
\$ 250.00 Employed on December 15, 2007.
2. The bonus will be paid subject to appropriate payroll deductions.
3. Eligibility for "ratification bonus"
- Full-time actives on leave of absence will be paid at the end of their approved leaves.
 - Probationary employees will not be eligible until they have successfully completed their probation period.
 - Bonus will be prorated (based on hours worked) for part-time employees.

- d. Summer hires who become full-time employees will be paid the \$500 and \$250 ratification bonuses as provided in B1. above.
4. General wage increases for all classifications as follows:
- a. Effective 6/01/05 a \$0.45 per hour, \$0.30 to be applied to health and welfare contributions, \$0.15 general wage increase.
 - b. Effective 6/01/06 a \$0.525 per hour, \$0.275 per hour to be applied to health and welfare contributions, \$0.25 general wage increase.
 - c. Effective 6/01/07 \$0.575 per hour, \$0.275 to be applied to health and welfare contributions, \$0.30 general wage increase.
 - d. Effective 1/01/08 \$0.10 per hour general wage increase.
- C. Except as provided above, the subject of general wage adjustments and individual job classification adjustments are closed until June 1, 2008, except that such closure will not bar negotiations at any time subsequent to June 1, 2008, on rates of pay for newly-established job classifications or in regard to job classifications wherein there has been a substantial change in job content.

ARTICLE XXI Call Time

After leaving the Company's premises following completion of their regular shift, employees called back to work prior to but not contiguous with their next regularly scheduled shift, shall be paid three hours at their regular straight time or overtime rate, as appropriate, or pay for the hours actually worked, whichever is greater. This is to be distinguished from overtime work which follows immediately after the conclusion of an employee's regular work day, the rate for such work is already set forth in Subsection C.1. of Article VIII.

ARTICLE XXII

Jury Service

- A. Any regular employee who is required to perform jury duty, including Grand Jury duty, will be entitled to reimbursement at the straight time hourly rate of his regular job, including shift differential if assigned to afternoon or night shift, for the hours necessarily lost as a result of serving on the jury; provided, however, that such reimbursement shall not exceed eight (8) hours per day, or ten (10) hours per day when regularly assigned to a ten (10) hour shift, or forty (40) hours per week. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. Employees will be reimbursed for scheduled hours lost as a result of serving on a jury. Employees will not be required to reimburse jury service amounts where applicable.
- B. Day shift mill employees will be required to report for work if their jury service ends on any day in time to permit at least four (4) hours work in the balance of their regular shift. Other shift employees will not be required to report for work on any day they have performed jury services for more than one-half day.
- C. Provide for an employee on graveyard shift or a swing shift that ends after 1:30 a.m. to have the option to take jury duty leave on the day prior to the service. Employees selecting this option are subject to section B. above.
- D. Hours paid for jury duty will be counted as hours worked for the purpose of computing vacation pay, health and welfare and pension contributions and overtime.
- E. The above provisions apply to employees on days they are required to report for jury duty, even though not selected to serve as jury members.

ARTICLE XXIII

Substance Abuse

Alcoholism and substance abuse is a disease which is treat-

able and will be given the same consideration as any other illness, with the initial emphasis on test results leading to rehabilitation not termination of the employee.

- A. 1. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
- a. Use, possess, dispense or receive alcohol, intoxicants or controlled substances (drugs) on company premises.
 - b. Report to work with any measurable amount of a controlled substance, intoxicant or illegal drug in their system.
 - 1) The levels at which samples shall be called positive are as follows:

<u>Substance</u>	<u>Initial Test</u>	<u>Confirmation Test</u>
Marijuana (cannabinoids)	50 ng/ml	15 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Amphetamine Class	1000 ng/ml	
Amphetamine		150 ng/ml
Methamphetamine		150 ng/ml
Opiates	2000 ng/ml	
Morphine		300 ng/ml
Codeine		300 ng/ml
PCP (Phencyclidine)	25 ng/ml	25 ng/ml
Barbiturates	200 ng/ml	200 ng/ml
Benzodiazepines	200 ng/ml	200 ng/ml
Alcohol (breath)	.04 grams of alcohol per 210 liters of breath	
Alcohol (blood)	.04 G/dL (%)	

Alcohol saliva results – if initial test is positive it must be confirmed with a breath test to determine exact levels.

2. Medication prescribed by a physician is an exception when the physician prescribing medication has released the individual to work while taking the prescribed medication. Abuse of prescribed drugs is a violation of this agreement.
3. Employees who violate the above work rules shall be

subject to appropriate discipline up to and including discharge. However, it is the primary intent for most infractions to encourage and assist employees in treatment and rehabilitation through the employee assistance program, as is outlined below.

- B. 1. Abuse of alcohol and drugs is recognized as an illness that can be abated through treatment and rehabilitation. Employees are encouraged to use the services that are available through the employee assistance program.
 - a. The current EAP will remain in effect. Changes will not be made in the EAP without prior consultation with the Union.
 - b. Medical care expenses are covered as provided by the Joint Health and Welfare Trust.
 - c. Counseling information is available by contacting the plant Personnel Manager or supervisor.
 - d. Weekly accident and sickness benefits are covered under the provisions of the Joint Health and Welfare Trust.
 - e. Leaves of absence will be made available for treatment and counseling.
- 2. Employees who voluntarily seek help through the employee assistance program will not have their job security and promotional opportunities jeopardized by such self-identification. All requests for assistance, the results of treatment and counseling shall be kept strictly confidential.
- C. 1. An employee whose behavioral conduct indicates that he/she is not in a physical condition that would permit the employee to perform a job safely and efficiently will be subject to submitting to a urine, blood or

breathalyzer test to determine the presence of alcohol or drugs in the body.

- a. A supervisor must have reasonable grounds to believe that the employee is under the influence of or impaired by alcohol or drugs. Reasonable grounds include abnormal coordination, appearance, behavior, speech or odor. It can also include work performance and attendance problems.
 - b. The employee will be provided with an opportunity to explain his/her conduct. The supervisor will explain the employee's right to have a union representative or a fellow employee present if requested.
 - c. The supervisor's reasonable grounds must be confirmed by another management representative.
2. Employees who are directly or indirectly involved in an industrial injury which requires medical care are subject to submitting to a blood, urine or breathalyzer test when one or more of the grounds outlined in A. 1. above are present. Employees who are solely the innocent victims of an unavoidable accident will not be subject to a test.
 3. Failure to submit to a test required on one of the above bases will be grounds for termination. Employees who feel that they have a legitimate grievance must still submit to the test and then file a grievance in accordance with the Working Agreement. An employee may forgo the test if the employee voluntarily consents to obtaining assistance through the employee assistance program and immediately enters into a written referral agreement.
 4. The Company shall initially select reputable facilities for base testing and confirmatory testing at Company expense. The facility for confirmatory testing must

meet all standards set by Federal Health Agencies for laboratory performance and they must employ certified Medical Technologists and Technicians. The Union will be provided with the testing facility's name, address and credentials if requested. The Union retains the right to demand a change in test procedure or test facility based on reliable information which disproves the accuracy or quality of either. The union also retains the right to request a change in test procedure or test facility when a reasonable and superior alternative to either is available.

5. Employee representatives and/or the employee will have the opportunity to review the testing procedure.
6. All samples which test positive will be confirmed using a gas chromatography/mass spectrometry test or a superior or equally reliable test if same becomes reasonably available.
7. The employee, at his/her expense, will have the opportunity to have a reputable testing facility test the same sample submitted to the original test facility. Accepted chain of custody procedures must be followed and the test facility must meet all standards set by Federal Health Agencies for laboratory performance using certified Medical Technologists and Technicians. An employee may request the independent test by notifying the Personnel Manager (or where applicable the Plant Manager) in writing within two calendar days after the day the employee is informed of the test results. The test result will be kept confidential and will be available only to a designated employer representative, a designated union representative or a designated legal representative.
8. None of the testing procedures are intended to be in violation of the law, and if they are, they shall be eliminated without interfering with other parts of this agreement.
9. Employees tested as a result of industrial accident

combined with job performance or absenteeism will continue to work pending test results. All other employees required to take a test will be placed on an unpaid leave of absence pending the receipt of the test results. Employees who test negative will be paid for time lost from work if the absence is solely to await test results.

- D. 1. It is the intent of Roseburg Forest Products Co. and the WCIW to correct problems associated with drug and alcohol through the EAP rather than to initially penalize employees based on test results. Therefore, an employee who voluntarily enters the EAP in lieu of a required test or has a positive result on a test will have disciplinary action withheld pending satisfactory completion of the referral agreement requirements.
2. The terms and conditions of each referral agreement will be put in writing and signed by the employee, the Union and the Company. Each referral agreement will contain some basic core requirements, but will be designed giving consideration to the individual's circumstances. The disciplinary action will be abated for an employee who satisfactorily completes the treatment program prescribed by the EAP counselor and who meets the terms and conditions of the referral agreement.
3. An employee who fails to cooperate, abandons or does not complete the treatment program prescribed by the EAP counseling or who fails to live up to the terms and conditions of the referral agreement will receive the previously withheld discipline. However, before the disciplinary action is imposed, the Employer and the Union representative will attempt to counsel the employee into completing the treatment program.
4. Whether an employee volunteers to participate in the EAP or is required to participate as a condition of continued employment, that employee shall continue to be subject to the same rules, working conditions

and disciplinary procedures in effect for other employees, i.e., employees cannot escape discipline for future infractions by being enrolled in the EAP. Employees will not be allowed to elect rehabilitation in lieu of discipline more than one time.

5. One or more addiction counselors, certified by the appropriate state agency, will be designated for each local to evaluate employees who test positive. Designated counselors must be mutually agreeable to both the Company and the Union and must be readily available to evaluate employees on short notice.

E. In furtherance of a strong commitment of the parties to protect the safety, health and wellbeing of all employees and recognizing further that drugs and alcohol pose a direct and significant threat to this commitment, the parties are committed to ensuring a drug-free environment.

In support of this commitment, effective January 1, 2001, the parties implemented a sweep testing process which shall mean "periodic" and "unannounced" blanket (sweep) tests of an entire location, plant site, by shift or department, or any other like method. In addition employees will be subject to random periodic testing for the first six (6) months of employment.

F. Employees who test positive as defined by the policy during the first six (6) months of employment will be terminated and will not be eligible for rehire for a minimum of six (6) months following termination.

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

ARTICLE XXIV Bereavement Leave

A. When death occurs to a member of an employee's immedi-

ate family, the employee shall be granted necessary time off for the opportunity of attending the service. Said employee will be compensated at his or her regular straight time hourly or piece rate for hours lost from their regular schedule for up to three consecutive days exclusive of days of rest, subject to the following limitations:

1. Such paid time off must be taken between the date of death and two working days following the date of the service.
2. Members of an employee's immediate family are limited to the employee's spouse, sons, daughters, mother, father, brothers, sisters, step-parents, step-children, grandchildren, grandfather, grandmother, mother-in-law and father-in-law.
3. Proof of relationship and/or death, and/or date of the service may be required. Bereavement leave pay will not be granted for any day on which the employee is not scheduled to work.

- B. Compensable hours under the terms of this Article will be counted as hours worked for vacation pay, holiday pay, weekly overtime and health and welfare and pension contribution or eligibility.

ARTICLE XXV

Savings Clause

"Should any article, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement."

ARTICLE XXVI
Duration and Termination

This Agreement shall remain in full force and effect until June 1, 2008, and shall continue thereafter for two-year periods unless either party hereto notifies the other of its intention to modify, alter, or terminate this Agreement. Said notice shall be served in writing not less than 60 days prior to the expiration date of any contract period in which the contract is sought to be modified, altered or terminated, and shall state the changes desired or the date of termination. If notice of modification or alteration shall be given, negotiations for such modification or alteration shall be undertaken within ten (10) days from the date such notice was received. Changes in wages affected under Article XX Wages shall not constitute an opening of this Agreement.

Signed this 2nd day of July, 2004.

LUMBER & SAWMILL WORKERS UNION
LOCAL UNION NO. 2949

Randy Fouts
Lonnie Burson

ROSEBURG FOREST PRODUCTS CO.
Hank Snow

Memorandum of Agreement

It is hereby mutually agreed by and between Roseburg Forest Products Co. and Local 2949, Western Council of Industrial Workers, that the following rules for Part-Time Employees has been established.

1. Regular employees who are on layoff will be given the option:
 - a. Go on part-time list by plant seniority and be subject to weekend work or fill-in work with the same obligations and conditions as other part-time employees.
 - b. Refuse the opportunity to go to the part-time list, and not be entitled to work until part-time employee lists have been exhausted. At that point, they would be treated as any other hire from "off the street."
2. Seniority shall accrue from the first date of hire as a part-time employee. Seniority will accumulate only within the part-time group.
3. Part-time employees must recognize and join the union within 30 calendar days.
4. Part-time employees shall be considered to be on probation during the first 20 days of work.
5. Vacations and holidays will be observed under the terms of the working agreement. Holiday pay will be prorated based on the total hours worked from June 1 of the vacation year to the date of holiday, divided by 2080 hours. The percentage result will be the percent of a full day's pay for that holiday.
6. Part-time employees will not displace or replace regular full-time employees.
7. Part-time employees are used only after all contract provisions have been applied to regular full-time employees.
8. The senior part-time employee within the group shall be offered first opportunity for permanent full-time openings and at that time all provisions of the seniority article. Seniority will be measured from date of hire as a full-time employee, except that seniority for vacation and holidays will be measured from date of hire as part-time.

Signed this 2nd day of May, 2001

LOCAL UNION 2949

Roger Bissonnette Lonnie Burson

ROSEBURG FOREST PRODUCTS CO.

Hank Snow

MEMORANDUM OF AGREEMENT

It is hereby mutually agreed by and between Roseburg Forest Products Co. and Local Union No. 2949, Western Council of Industrial Workers, that the following be effective January 1, 2003 and for the remainder of the current contract period:

PART-TIME HIRES

Part-time hires will stay at the "New-hire" (\$2.00 per hour less) rate for 20 working days, or until they are deemed to be fully qualified for the job, whichever is sooner. Summer hires, or full-time employees who are moved to part-time employee status will not have their rate reduced.

Signed this 30th day of January, 2003

LOCAL UNION NO. 2949

Randy Fouts

Lonnie Burson

ROSEBURG FOREST PRODUCTS CO.

Hank Snow

MEMORANDUM OF AGREEMENT

It is hereby mutually agreed by and between Roseburg Forest Products Co., and Local 2949, Lumber & Sawmill Workers, WCIW, that the following has been agreed upon:

Employees who are promoted to positions with the Employer, but outside the bargain unit will have a ninety (90) calendar day trial period with a possible one time ninety (90) calendar day extension with the understanding this one time extension is agreed upon in a written agreement signed both by a Company representative and the Union Plant Committee Chairperson.

If within this ninety (90) or one hundred eighty (180) calendar day time frame this individual turns down the position, they will have the right to revert back to where they came from, same shift, same job class, so do the employees that bid into the vacancy left by them, including preheld rights to the positions they were bumped from. However, if this promoted person is in this position just one day beyond this 180 calendar day time frame and turns down the promotion, or the Company eliminates said position, this person then would bump back to the junior position in the Labor Pool in the Plant and would have no preheld rights to any previous job they held. The employees that replaced them would get to stay in current positions.

Signed this 9th day of June, 2003

LOCAL UNION 2949

Randy Fouts

ROSEBURG FOREST PRODUCTS CO.

Hank Snow

MEMORANDUM OF AGREEMENT

Jitney Drivers:

When a jitney driver bids from one area to another, i.e., green end to finish end, they will be allowed a ten (10) day trial period to try the new job out. If they choose not to accept that job within that ten day time period they will have the right to bump back to the same position, same shift they came from.

MEMORANDUM OF AGREEMENT

It is hereby mutually agreed by and between Roseburg Forest Products Co. and Local 2949, Lumber and Sawmill Workers Union, WCIW, that the following has been agreed upon:

- If an employee bids on a job and is the senior employee on the bid slip and turns the job down without trying it or if they work down the list to you and you turn it down before trying it — it does not count as a successful bid.
- If an employee gets a bid and decides to try the job and if the Employer feels that during the trial period the employee is not capable and disqualifies the employee — it is not considered a successful bid.
- If an employee gets a bid as preheld — it does not count against you as a successful bid.
- If an employee is curtailed back to a previous position — it does not count against you.
- If an employee bids on a job, gets the bid and during the trial period turns it down (disqualifies self) — it will count against you.

Signed this 29th day of January 2002.

LOCAL UNION 2949

Randy Fouts

Lonnie Burson

ROSEBURG FOREST PRODUCTS CO.

Hank Snow

MEMORANDUM OF AGREEMENT

Individuals desiring to enter our apprenticeship program, who works in a key position and whose current wage rate is more than the first year Electrical apprentice rate, will receive the lesser of their current rate or the Journeyman Millwright rate (they will be *red circled) until the appropriate apprentice rate exceeds the red circled rate.

*"red circled" means that the wage rate is frozen and will not be adjusted for any reason.