

THIS AGREEMENT

BY AND BETWEEN

ST. REGIS PAPER COMPANY

TACOMA, WASHINGTON

Party of the First Part

and the

**INTERNATIONAL BROTHERHOOD OF PULP,
SULPHITE AND PAPER MILL WORKERS**

and its affiliated Local No. 237

and the

**UNITED PAPERMAKERS AND
PAPERWORKERS**

and its affiliated Local No. 586

Parties of the Second Part

As Amended June 1, 1959

THIS AGREEMENT by and between ST. REGIS PAPER COMPANY, Tacoma, Washington, hereinafter referred to as the Signatory Company, party of the first part, and the INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE AND PAPER MILL WORKERS (an unincorporated association) and its affiliated Local No. 237 and the UNITED PAPERMAKERS AND PAPERWORKERS (an unincorporated association resulting from a merger in 1977 of International Brotherhood of Paper Makers and United Paperworkers of America, which are combined and continued as an organization in the merged association without affecting any presently existing collective bargaining agreements or certifications, all of which are vested in United Papermakers and Paperworkers by virtue of the merger, and its affiliated Local No. 586, as a signatory union together with the International Brotherhood of Pulp, Sulphite and Paper Mill Workers as the other signatory union), parties of the second part, executed as of June 1, 1979.

WITNESSETH:

SECTION 1.—General Purpose of Agreement.

The general purpose of this Agreement is, in the mutual interest of the employer and employee, to provide for the operation of the plant (or plants) hereinafter mentioned under methods which will further, to the fullest extent possible, the safety, welfare and health of the employees, economy of operation, quality and quantity of output, cleanliness of plant and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.

SECTION 2.—Recognition.

(a) The Signatory Company recognizes the United Papermakers and Paperworkers and the International Brotherhood of Pulp, Sulphite and Paper Mill Workers acting jointly as the sole collective bargaining agency representing all employees. Neither the Signatory Company, nor any supervisor, or foreman, shall have any private understanding or agreement with any individual employee or group of employees in conflict herewith.

(b) In the hiring of employees the Signatory Company will give preference to former employees who are qualified to perform the work available.

(c) Any employee hired at any time since June 1, 1936, and prior to June 1, 1948, who now is, or has been, or becomes, a member of either of the Signatory Unions, shall, as a condition of employment, maintain such membership, on or after the thirtieth day following the beginning of his employment, or the effective date of this agree-

ment, whichever is the later. Any new employee hired on or after June 1, 1948, shall, as a condition of employment, become and remain a member of one of the Signatory Unions on or after the thirtieth day following the beginning of such employment, or the effective date of this agreement, whichever is the later. The period of thirty days named above may be extended, as to any individual employee, by mutual agreement between the Local Union concerned and the local management of the Signatory Company. In the event that the Local Union and the local management do not agree as to the propriety of any such extension, the extension may be made by mutual agreement between the Signatory Union and the Signatory Company. Any such extension shall be for the purpose of avoiding hardship or inequity to the employee concerned, and for promoting the general purpose of this Agreement. The rights and obligations stated in this paragraph are qualified by and are to be in conformity with applicable laws so long as effective.

(d) The Signatory Union, or its Local Union involved may request the Signatory Company to discharge an employee on account of his or her failure to comply with the provisions of paragraph (c) of this Section 2. Any such request shall be in writing and shall include written evidence offered in support thereof, and copy shall be delivered to the Company and the employee involved. Within ten days after receipt by both the company and the employee of such request, and after the Company has held a hearing, if demanded by any affected party, the Company shall determine and in writing notify the union and employee of its findings. If such findings be adverse to the employee, he or she shall thereupon be discharged, effective as of the commencement of his or her next shift. If such findings be unsatisfactory to the Signatory Union, or its Local Union involved, the decision of the management may be referred to the President of the Signatory Union, or his representative, and an official of the Company, and if these two are unable to agree upon a satisfactory settlement, thereafter referred to an Arbitration Board, in accordance with the procedure for such referrals as set forth in Section 23 of this Agreement.

SECTION 3.—Payroll Deduction of Union Dues.

Upon the filing with the Signatory Company, by the Financial Secretary of the Local Union, of a written authorization, in form satisfactory to the Company, signed by any individual employee who is a member of said Local Union, the Company during the life of this Agreement will deduct from the wages due such employee the amounts specified in said authorization on account of Union inni-

tiation fees and dues. Each such authorization shall be irrevocable until the termination date of this Agreement or until one year from the date of the authorization, whichever occurs sooner. The authorization shall thereafter remain in force until revoked by the employee by written notice to the Company.

The Financial Secretary of the Local Union, or an authorized representative of the Local Union, whose authorization has been filed in writing with the Company shall certify to the Company (1) that he has witnessed the employee's signature of the authorization, and (2) that the Signatory employee is a member of the Local Union, and (3) the amount of regular dues to be deducted, which may be revised only by written notice from the Financial Secretary given in advance to the Company.

The Signatory Company shall pay over to the Financial Secretary of the Local Union the amount of deductions made in accordance with authorization filed and shall receive therefor the written receipt of the said Financial Secretary in the name of the Local Union. The details as to making of deductions and payments of same to the Local Union shall be arranged by the said Financial Secretary and the Signatory Company in such manner as most conveniently fits into the established payroll procedures of the Company and results in payments to the Local Union once a month or oftener.

Any deductions made by the Company under the provisions of this Section shall be deemed trust funds until remitted to the Local Union, but such funds need not be kept separate from the company's general funds. The Signatory Union agrees the Company shall be saved harmless with respect to all deductions made and paid to its Local in accordance with the provisions of this Section.

SECTION 4.—Mills Affected by Agreement.

Excepting work done anywhere upon the request of and compensated for by any civil or military authority, this Agreement shall cover wages and working conditions of the employees, in the following mill of the Company, viz: St. Regis Paper Company, Tacoma, Washington.

SECTION 5.—Jurisdiction.

It is understood that the Signatory Company will not be asked to act upon any question regarding jurisdiction which may arise between the Signatory Unions or between either or both such Unions and any other Union affiliated with the American Federation of Labor and Congress of Industrial Organization.

SECTION 6.—No Interruption of Work.

It is agreed that there shall be no strikes, walkouts or other interruption of work during the period of this

Agreement, or upon its expiration, except with the express and specific sanction of the Signatory Unions. It is agreed there shall be no lock-outs by the Signatory Company during the period of this Agreement.

In the event that in violation of the provisions of the preceding paragraph a strike, walkout or other interruption of work shall occur in the mill of the Signatory Company, neither the Signatory Union nor the Local Union shall be subject to financial liability for such violation provided that the Signatory Union and the Local Union involved immediately after the beginning of such violation shall have (1) publicly declared such action a violation of this Agreement, and (2) in utmost good faith used its best efforts to terminate such violations; it being further agreed that any employee participating in such violation shall in the discretion of the Signatory Company be subject to immediate discharge or other disciplinary action.

SECTION 7.—Holidays.

1. There shall be seven (7) holidays during each year, namely:

Independence Day—32 hours (Midnight, July 3 to 8 a.m. July 5)—Restricted.

Labor Day—32 hours (Midnight Sunday to 8 a.m. Tuesday)—Restricted.

Day before Christmas—24 hours (8 a.m. December 24 to 8 a.m. December 25)—Restricted.

Christmas Day—24 hours (8 a.m. December 25 to 8 a.m. December 26)—Restricted.

New Year's Day—24 hours (8 a.m. January 1 to 8 a.m. January 2)—Not restricted.

Memorial Day—24 hours (8 a.m. May 30 to 8 a.m. May 31)—Not restricted.

Thanksgiving Day—24 hours (8 a.m. Thanksgiving to 8 a.m. day after Thanksgiving)—Not restricted.

On a Holiday which is not restricted there are no restrictions upon any work scheduled by the management.

On a restricted Holiday only the work described below can be done.

(a) Any work necessary in the protection of life and property; and work necessary for the continued operation of chlorine-caustic soda production facilities; and work necessitated by an obligation to supply steam, power or water to others may be performed on restricted holidays.

(b) Any major maintenance or repair work which is necessary in order to prevent material subsequent curtailment of employment of a substantial number of employees may be done on restricted holidays; provided, however, that the Union Standing Committee concerned is entitled to make an issue of any case of work on restricted holidays in which compliance with the intent of this clause is ques-

X involved in production shall in any case be operated for production purposes during the holiday shutdown period.

(c) Any major maintenance work permitted hereunder during the forty-eight (48) hour period, comprising the day before Christmas and the Christmas holidays and ending on 8:00 a.m. on December 26, shall be so scheduled that each employee working during part of that forty-eight (48) hour period will have at least twenty-four (24) consecutive hours off.

2. In each department the time of ending of each holiday specified in paragraph 1 above shall be varied from the 8:00 a.m. above prescribed whenever necessary to coincide with the time nearest to 8:00 a.m. which is the regular starting time for the day shift in such department; and in the cases where such variation is so made the starting time shall be correspondingly varied to comply with the prescribed length of the holiday. The time of starting and ending of each holiday, in addition to any variation which occurs pursuant to the preceding sentence, may be further varied by mutual agreement of the management and the Union Standing Committee.

3. Subject to compliance with all the conditions set forth below, an employee who is on the payroll of the Signatory Company on any one of the holidays listed in paragraph 1 of this Section will be granted eight (8) hours holiday pay at the straight time rate of the job plus such additional compensation to which he is entitled under other sections of the Agreement.

(a) The employee must have been on the payroll for not less than the ninety (90) days just preceding the holiday, and must have worked at least 260 hours during such ninety days, provided, that any employee whose failure to so work 260 hours was caused by curtailment of operations shall nevertheless be deemed to be in compliance herewith if he has been on the payroll of the Signatory Company for the one hundred and eighty (180) days just preceding the holiday and has worked at least 520 hours during such 180 days, and

(b) The employee must have worked his scheduled work day before and his scheduled work day after such holiday, unless failure to work his scheduled work day before or after the holiday was due to any of the following events:

(1) When the employee is on his regularly authorized paid vacation;

(2) When the employee is unable to work by reason of an industrial accident as recognized by the Workmen's Compensation Board;

(3) When the operation in which the employee is engaged is curtailed or discontinued by the decision of management and which curtailment or discontinuance changes or eliminates the employee's scheduled work day before or his scheduled work day after such holiday;

(4) When a trade in shifts agreed upon between employees and approved in advance by management results in a temporary change of the scheduled work day before or the scheduled work day after a holiday, provided the employee works the shift agreed upon;

(5) When bona fide sickness or other bona fide compelling reasons beyond the control of the employee prevents the employee from working all or part of his scheduled work day before or his scheduled work day after a holiday, provided the employee affected, or the Local Union in his behalf, brings the case to management's attention within a reasonable time and management approves such reasons as being bona fide and beyond the control of the employee;

(6) When the employee prior to a holiday has made a written request to be excused from working all or part of his scheduled work day before and/or after such holiday and has received the written approval of management.

Failure to grant approval will not be subject to the adjustment procedure but the Union Standing Committee may discuss with the Company any action which appears to it to be discriminatory.

4. It is understood and agreed, however, that an employee shall not receive the holiday pay provided above in paragraph 3 of this Section if he is directed to work on his regular job (or relief job if he is then working on a relief job) on such holiday and fails or refuses to work, except in the case where a bona fide sickness or other bona fide reason approved by management prevents his working on such holiday.

SECTION 8—Wages

Wage rates in accordance with Exhibit A, attached hereto and made a part hereof, shall be paid.

SECTION 9—Hours of Work

Both parties to this Agreement are committed to maintain the principle of a basic work week of forty (40) hours in the Signatory Mill; but agree that additional time may be worked to permit the operation or protection of the mill when paid for as shown in Exhibit A.

SECTION 10—Definitions.

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

(a) The word **EMPLOYEES** means all the employees of the Signatory Company employed in the mill covered by this Agreement, excepting those engaged in the following: administration, actual supervision, watchman duties, sales, engineering and drafting, research and technical occupations requiring professional training, accounting, clerical, stenographic and other office work.

(b) The words **REGULAR EMPLOYEE** mean an employee filling a permanent position in the organization, or an employee regularly employed in a utility capacity, unless such employee has been personally notified in writing that his employment is extra, temporary or probationary.

(c) The words **TOUR WORKERS** mean employees when engaged in operations scheduled in advance for at least twenty-four (24) hours continuous running, it being understood, however, that if a tour worker is temporarily assigned to work not connected with the continuous operation on which he is usually employed, his status as to tour or day work during such temporary assignment is determined by the nature of such assignment. All other employees are considered day workers.

(d) The word **DAY** means a period of 24 hours beginning at 8 a.m., or at the regular hour of changing shifts nearest to 8 a.m., in the particular mill.

(e) The word **WEEK** means a period of seven calendar days beginning at 8 a.m., or at the regular hour for changing shifts nearest to 8 a.m., on the day on which the actual work week begins in the particular mill.

(f) The word **MILL** means mill or plant, and the word **MILLS** means mills or plants.

(g) The words **LOCAL UNION** mean the Local of the Signatory Union concerned in which employees of the Signatory Company are members and which shall act as the representative of the Signatory Union in the performance of those provisions of this Agreement which provide for action by a Local Union.

(h) The words **UNION STANDING COMMITTEE** mean a committee appointed by a local union which shall represent the Local Union concerned in the performance of those provisions of this Agreement which provide for action by a Union Standing Committee.

SECTION 11—Days Off and Schedule of Shifts.

1. Subject to the exception in paragraph 2 of this Section, the Signatory Company agrees to designate a definite

periodic day off for each regular employee and further agrees not to change such designation more often than once in four (4) weeks and agrees to give at least forty-eight (48) hours notice of any change. Successive changes in day off caused by rotation of shifts shall not be deemed a change of day off; and the designated day off can vary with the cycles of work assignments according to projected schedules. Wherever reference is made in this Agreement to payment of Call Time on the designated day off of an employee, it is understood and agreed that the day off referred to is that day specifically designated by the management as above provided and not those that may occur by reason of schedules of hours per day and days per week.

Any scheduled day off, resulting from a regularly established schedule in effect, other than that day which is specifically designated by the management as a designated day off, shall be defined as a scheduled day off for the purpose of Call Time payment except in case of curtailment the scheduled day off shall be that day which would have been the scheduled day off had no curtailment been in effect.

In any case of transfer from one job to another the employee shall accept the schedule of the job to which he is transferred; and any scheduled or designated days off applicable to his prior schedule shall no longer be in effect.

2. Regular employees on operations scheduled to run seven (7) days per week on six (6) hour shifts will receive the benefits of paragraph (1) of this Section only if and when a majority of the employees in an appropriate unit comprising employees engaged in similar work have, through the agency of the Union Standing Committee, approved a change in schedule of shifts and hours per shift proposed by the management to make possible the designation of a day off.

3. It is agreed that within the basic provisions of this Agreement as to the scheduled hours per day and per week, the Signatory Company may vary schedules of shifts and hours per shift in all departments to meet seasonal fluctuation in demand for products, or to adjust to other variables beyond control of the management. Split shifts and variations within the same week will be avoided as far as possible.

4. Except as provided in paragraphs 2 and 3 of this Section and in Section 13 existing schedules of shifts and hours per shift shall continue as at present unless:

(1) Compelling manufacturing reasons necessitate a change; provided, however, that this exception

shall not permit unreasonable designation of such compelling reasons and the Union Standing Committee is privileged to make an issue of any situation in which such unreasonable designation is claimed to exist; or

- (2) A change is mutually agreed upon between the local mill management and the Local Union.

SECTION 12—Allowance for Failure to Provide Work.

In case any employee reports for work, whether it be on one of his regular days, or on his days off, having been ordered to report for such work, and then no work is provided, he shall nevertheless receive two hours pay for so reporting, provided, however, that if there has been insufficient time for notification of the employee by the employer or if the employer has been unable to notify the employee after making a reasonable effort, no allowance for so reporting shall be paid.

In any day where an employee has commenced work on his regular scheduled shift, he shall receive a minimum of four (4) hours pay, at straight-time rate, except in cases of breakdown, accident, or interruption of power. This exception shall not apply to employees commencing work on any shift beginning later than 8 hours after the discovery of the breakdown, accident or interruption of power.

NOTE: It is agreed that, in case of power or equipment failure, the company is to provide work for employees or notify them as to the duration of interruption or the time for resumption of operation. In the latter case, call time will be paid to employees who are not provided with work or who are not held on the job and are recalled to work during the same day.

SECTION 13—Call Time.

Regular hourly-paid employees will be paid two (2) hours Call Time at the straight-time day rate in addition to the actual hours worked, subject to the following conditions:

1. Call Time will be paid if, in accordance with instructions from management, an employee works on a restricted holiday as defined in Section 7.

2. Call Time will be paid if, in accordance with instructions from management, an employee works on his designated day off as defined in Section 10 and Section 11, subject to the following exceptions marked (a) and (b):

- (a) When an employee works beyond his shift into his designated day off for a period not to exceed four (4) hours, no Call Time is payable.
- (b) When an employee starts his following day's work within his designated day off, no Call Time is

payable if the period of work within the day off does not exceed two (2) hours and if at least thirty-six (36) hours' notice thereof, has been given prior to the start of such work.

3. Call Time will be paid if, in accordance with instructions from management, an employee works on a scheduled day off as defined in Section 10 and Section 11, subject to the following exceptions marked (a) and (b):

- (a) When notice of the work on the scheduled day off is given at least thirty-six (36) hours prior to the start of such work, no Call Time is payable.
- (b) When an employee works beyond his shift into his scheduled day off for a period not to exceed four (4) hours, no Call Time is payable.

4. Call Time will be paid if, in accordance with instructions from management, an employee punches out, either during or at the end of his regular shift and reports for work again in the same day subject to the following exceptions marked (a), (b), and (c):

- (a) When the additional period of work in the same day results from a reasonable meal period, no Call Time is payable.
- (b) When the additional period of work in the same day results from a single recall during a shift after a suspension of work of one hour or more due to a failure of equipment or interruption of power, no Call Time is payable.
- (c) When the additional period of work in the same day extends into the starting time of the employee's established shift on the following day, no Call Time is payable if the period of work within the same day does not exceed two (2) hours and if at least thirty-six (36) hours' notice thereof, has been given prior to the start of such work.

5. Call Time will be paid if, in accordance with instructions from management, the starting time of an employee's work is changed to a new starting time either earlier or later than the previously established starting time subject to the following exceptions marked (a) and (b):

- (a) When notice of the change in starting time is given at least thirty-six (36) hours prior to the newly established starting time, no Call Time is payable.
- (b) When the change in starting time is for a temporary period only, no Call Time is payable for the second change in starting time when the employee changes back to his previously established starting time at the end of the temporary period.

It is agreed that the starting time of an employee's work

may be changed at any time by the management.

It is further understood and agreed that in the payment of Call Time on the bases provided in this Section, not more than one basis shall be used to cover the same period of work nor will Call Time be added to or paid in lieu of allowances payable under Section 12 or Section 14.

NOTE: It is agreed that Call Time will be paid to any employee called in on his designated or scheduled days off.
SECTION 14—Allowances to Tour Workers.

CHANGES—FOURDRINIER WIRES AND CYLINDER MACHINE BOTTOM FELTS.

Tour workers called to put on Fourdrinier wires, or bottom felts on cylinder machines, at a time other than their regular tour who are dismissed before their tour is scheduled to begin shall be paid for the time worked plus two (2) hours but not less than a total of four (4) hours on any one wire or felt.

All machine washup done preparatory to putting on such a bottom felt or a Fourdrinier wire shall be construed as felt or wire time and paid for as such.

If tour workers are called to put on a Fourdrinier wire or a bottom felt on a cylinder machine before their shift is scheduled to begin and work through into their regular shift they shall be paid for the time worked plus two (2) hours. If tour workers are asked to remain after their shift is scheduled to end, to put on a Fourdrinier wire or a bottom felt on a cylinder machine they shall be paid for the time worked plus two (2) hours.

The above shall also apply to tour workers when working on machines other than their own.

In cases where more than one machine is involved, the above allowance shall be paid for each machine.

Tour workers asked to assist to put on a Fourdrinier wire or a bottom felt on a cylinder machine on a machine other than their own during their regular shift, shall receive two (2) hours extra time but in no case shall more than two (2) hours extra time be allowed.

Pay for the allowance time provided above shall be figured at straight-time even though the actual time worked is paid for at the overtime rate.

SECTION 15—Starting and Stopping Work of Tour Workers.

When a tour begins, each tour worker is required to be in his place. At the end of a shift no tour worker shall leave his place to wash up and dress until his mate has changed his clothes and reported to take on responsibility of the position. If a tour worker does not report for his regular shift, his mate shall notify the foreman. He shall

then remain at his post until a substitute is secured and, if necessary, he shall work an extra shift. It is the duty of a tour worker to report for his regular shift, unless he has already arranged with his foreman for a leave of absence. If unavoidably prevented from reporting, he must give notice to his foreman, or at the office at least four hours before his tour goes on duty.

SECTION 16—Starting and Stopping Work of Day Workers.

Day workers shall be at their respective posts ready to begin work at the time their pay starts and shall not quit work in advance of the time their pay stops. For example, if a mechanic's pay time is from 8 a.m. to 12 noon, and from 1 p.m. to 5 p.m., he shall be at his post ready to work at 8 a.m. and 1 p.m. and shall not quit work until 12 noon and 5 p.m.

SECTION 17—Causes for Immediate Discharge.

(a) Causes for immediate discharge are as follows:

Bringing intoxicants into or consuming intoxicants in the mill or on mill premises.

Reporting for duty under influence of liquor.

Disobedience.

Smoking in prohibited areas.

Deliberate destruction or removal of Company's or another employee's property.

Neglect of duty.

Refusal to comply with Company rules; provided that such rules shall be posted in each department where they may be read by all employees and further that no changes in present rules or no additional rules shall be made that are inconsistent with this Agreement; and further provided, that any existing or new rules or changes in rules may be the subject of discussion between the Union Standing Committee and the local Mill Manager, and in case of disagreement, the procedure for other grievances shall apply.

Disorderly conduct.

Dishonesty.

Sleeping on duty.

Giving or taking a bribe of any nature, as an inducement to obtaining work or retaining a position.

Reading of books, magazines, or newspapers while on duty, except where required in line of duty.

Failure to report for duty without bona fide reasons.

(b) Discharge or suspension of an employee (not including a temporary lay-off) shall be based on just and sufficient cause with full explanation given to the employee in writing. The Standing Committee of the Local Union will be notified of the discharge or suspension as soon as

possible following the action taken.

(c) The management of the Signatory Company agrees to explain fully the terms of this Agreement to all officials, foremen and others engaged in a supervisory capacity.

SECTION 18—Bulletin Boards.

The employer shall supply adequate enclosed official bulletin boards for the use of the Signatory Unions in posting of officially signed bulletins.

SECTION 19—Safety.

Employees and the Signatory Company are to comply with all safety rules as established by the Company from time to time.

The Local Union and the Company shall cooperate in selecting one or more safety committees which will meet at least once a month to consider all safety problems and safety rules.

SECTION 20—Seniority.

In promotions and lay-offs, and in re-employment of seasonal employees, other things being equal, the principles of seniority will govern. In any case of promotion, lay-off, or re-employment, the Union Standing Committee shall be consulted by the management and be privileged to present recommendations which will be considered by the management prior to decision by the management. In cases where time does not permit such prior consultation, the management shall take temporary action only, until the recommendations of the Union Standing Committee can be obtained. Management shall give the Union Standing Committee written notice in each instance in which it, without the agreement of the Union Standing Committee, decides to and does promote, lay-off or re-employ, out of the established line of seniority on the grounds that a junior employee is better qualified than a senior employee. The Local Union may pursue a complaint as to management's evaluation of comparative qualifications provided that within ten days after receipt of such written notice of management's decision the Local Union gives written notice to management that it desires consideration of the complaint by the Local Mill Manager and the Local Union concerned.

If a satisfactory settlement is not reached at that level the Union may carry the issue through all further steps in the manner and under the provisions of the Agreement covering adjustments of complaints.

NOTE: The present Seniority Program shall be applied as outlined in Exhibit "B."

SECTION 21—Meals.

A meal, which shall be hot if practical, shall if requested be furnished at a usual meal time by and at the expense

of the employer to any employee who has been required to work eleven consecutive hours; and similarly an additional meal shall be furnished for each four additional consecutive hours worked beyond eleven hours.

SECTION 22—VACATIONS.

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

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

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

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

2. Employees as defined in this Agreement shall be granted two weeks' vacation with pay, subject to the following terms and conditions:

To be eligible for a two weeks' vacation during the year subsequent to any June 1st, the employee must qualify under the conditions set forth above for a one week's vacation and in addition either

- (a) Have been an employee for not less than three years prior to said June 1st, during which the employee worked a minimum of 1,000 hours in each of the three years, or
- (b) Have worked a minimum of 1,500 hours prior to June 1st in the first year of his employment and a minimum of 1,000 hours prior to June 1st in each of two additional years.

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

3. Employees as defined in this Agreement shall be granted three weeks' vacation with pay, subject to the following terms and conditions:

To be eligible for a three weeks' vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Signatory Company on said June 1st and have worked a minimum of 1,000 hours during the

year just preceding said June 1st, and in addition must

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

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

4. Employees as defined in this Agreement shall be granted four weeks' vacation with pay, subject to the following terms and conditions:

To be eligible for a four weeks' vacation during the year subsequent to any June 1st the employee must be on the payroll of the Signatory Company on said June 1st and have worked a minimum of 1,000 hours during the year just preceding said June 1st, and in addition must

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

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

5. Time lost as a result of an accident, as recognized by the Workman's Compensation Board, suffered during the course of employment shall be considered as time worked in applying the above provisions.

6. With the understanding that it will not be deemed a precedent after the duration of the emergency, it is agreed that any employee who has left the employ of the Signatory Company prior to June 1st for the purpose of serving in the armed forces, but who otherwise has fulfilled the qualifications for a vacation during the year just preceding that June 1st, will be granted vacation pay.

The vacation pay will be mailed to the employee immediately following said June 1st, provided satisfactory proof has been furnished to the Company that the employee is serving in the armed forces.

7. Any returning service man who—

- (a) Was on the payroll of the Signatory Company at the time of induction into the armed forces; and
- (b) Made application to return to the employ of the Signatory Company within ninety (90) days after being relieved from duty in the armed forces; and
- (c) Actually performed work for the Signatory Company on, or before, the June 1st immediately following his return from the armed forces; and
- (d) Had qualified for one week's vacation while in the employ of the Signatory Company in the eligibility period in which he was inducted, or in the next preceding eligibility period; or whose service with the Signatory Company immediately preceding his induction, plus his service since his return from the armed forces immediately preceding June 1st, is sufficient to qualify him for a vacation under the requirements existing at the time he returns, shall be granted one week's vacation with pay, whether or not he worked 1,000 hours in the eligibility period immediately prior to said June 1st.

Any returning serviceman, when he has qualified for one week's vacation on any of the bases made available to him and whose total length of service with the Signatory Company, including the time spent in the armed forces, is sufficient to qualify him for a longer vacation, shall be granted the longer vacation without applying the requirements of hours worked to that period spent in the armed forces.

It is understood that there shall be but one vacation for each eligibility period.

8. The allotment of vacation time is to be decided by management. No employee is to have the privilege of drawing the vacation pay and continuing to work in lieu of taking the vacation.

9. The vacation must be taken within the contract year, that is—it may not be accumulated to be used in the following year.

10. The vacation pay is to be computed as forty (40) hours per week at the hourly rate of his regular job as such rate exists on the day his vacation starts.

11. In the future the Company agrees to issue proper forms as soon after the first of June of each year as possible so that each man can designate his first, second

and third choice for vacation period, and the Company agrees to grant these times insofar as practicable, and seniority shall apply.

SECTION 23—Adjustment of Complaints.

Standing Committees shall be maintained in each mill in the following manner:

(a) The local Mill Manager shall appoint a Company Standing Committee of three individuals which shall represent the Company.

(b) The local Union of the United Papermakers and Paperworkers shall select from its membership a Union Standing Committee of three which shall represent that Local Union for the purposes stated in this Agreement.

(c) The Local Union of the International Brotherhood of Pulp, Sulphite and Paper Mill Workers shall select from its membership a Union Standing Committee of three which shall represent that Local Union for the purposes stated in this Agreement.

(d) In order to be eligible for membership on any such committee, an employee must have been actually engaged in the plant for one (1) year next preceding his selection.

Should there be any dispute or complaint as to the interpretation of any of the clauses of this Agreement, or any grievance arising out of the operation of this Agreement, except in cases of discharge or suspension, the employee shall work as directed by management pending final adjustment of the dispute, complaint, or grievance. Such dispute, complaint, or grievance shall first be taken up with the foreman by the employee. If no satisfactory settlement is made, the employee may refer the question to the Union Standing Committee concerned. Within three days after written notification by either the Union or Company Standing Committee to the other of the existence and nature of any dispute, complaint, or grievance, the Company Standing Committee and the Union Standing Committee shall agree on a mutually satisfactory date for a meeting thereon, but in no case longer than five days after such notice is given. Subjects not listed on the written notice shall nevertheless be dealt with. If the two Standing Committees are unable to arrive at a satisfactory settlement within five (5) days, the question may, within thirty (30) days, be taken up directly with the local Mill Manager by the Local Union concerned.

If the local Mill Manager and Local Union are unable to come to a satisfactory settlement within five (5) days, the question may, within thirty (30) days, upon the written request of either the local Mill Manager or the Local Union (a copy of which request shall be delivered

to the other party), be referred to the President of the Signatory Union concerned, or his representative, and an official of the Company, neither of whom has previously judged the case in accordance with this section. These two must commence discussion of the question within thirty (30) days.

If these two are unable to agree upon a satisfactory settlement the matter may, within thirty (30) days, be referred to arbitration, the Company selecting one man and the local of the Signatory Union concerned one man, and the two thus selected shall choose a third party. After a third arbitrator has been selected or appointed, the three arbitrators shall convene and render a decision within thirty (30) days. Any decision concurred in by two of the three arbitrators shall be final and binding upon the parties of the Agreement.

It is understood that in all discussions concerning grievances, any Officer or Representative of the Signatory Union involved may accompany local adjustment committees in their meetings and the Officer or Representative may call upon members of adjustment committees or any other employee to accompany them in their meetings with Company Officials.

SECTION 24—Appeal from Discharge or Suspension.

If any employee claims to have been unjustly discharged or suspended during the life of this Agreement or any continuance thereof, his case may be referred to the local Mill Manager through the Union Standing Committee within seven (7) days. If, upon investigation, no settlement is made, the case may, within thirty (30) days, be referred to the President of the Signatory Union concerned or his representative, and an official of the Company superior to the local Mill Manager, neither of whom has previously judged the case in accordance with this section; provided, that written notice of such reference or appeal shall be delivered by the appealing party to the other party. If these two are unable to agree the case may, within thirty (30) days, be referred to arbitration in the same manner and with the same effect as set forth for arbitration of other matters in Section 23 above. In all cases, if it is found that he was unjustly discharged or suspended, he shall be reinstated without loss of time.

SECTION 25—General Provisions Regarding Appeals.

(a) In any case where the decision of the Arbitration Board is adverse to the employer, the actual and necessary costs incurred by the appealing Local, as approved by the Board, shall be paid by the Employer. In any case where the decision is adverse to the Local or the employee, each party shall bear his own costs. In any case where the

position of neither party is fully sustained by the decision of the Board, such costs, as approved by the Board, shall be apportioned by the Board as it may direct.

(b) It is understood and agreed that each party involved in any dispute, complaint or grievance will do everything in its power to arrive at an early decision. Failure by the aggrieved party to act or to express intent and readiness to act within the time limits specified in Sections 23 and 24 will constitute a waiver of rights to further consideration of the case.

SECTION 26—Provisions Found To Be In Contravention Of Laws.

If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State in which the mill covered by this Agreement is located, such provision shall be superseded by the appropriate provisions of such law or regulation so long as same is in force and effect but all other provisions of this Agreement shall continue in full force and effect. If the parties are unable to agree as to whether or not any provision hereof is in contravention of any such laws or regulations, the provisions hereof involved shall remain in effect until the disputed matter is settled by the court or other authority having jurisdiction in the matter.

SECTION 27—Term of Agreement and Changes to Agreement.

This Agreement shall be in effect from June 1, 1958, up to and including May 31, 1960, and shall be automatically renewed thereafter from year to year unless notice to terminate is given by either party as hereinafter provided.

(a) All notices given under the provisions of this Section on behalf of the Signatory Unions shall be given jointly by the Presidents (or Vice-Presidents) of the Signatory Unions and shall be given to the Mill Manager; similarly, notices on behalf of the Signatory Company shall be given by said Mill Manager to said Presidents.

(b) This Agreement may be modified as follows: Either party desiring any modification shall mail to the other party notice in writing by registered mail sixty days prior to June 1, 1960, or prior to any subsequent June 1st on which this contract is in effect, that a modification is desired; and if no such sixty-day notice is given prior to any June 1st, the earliest time at which such notice may later be so mailed is sixty days prior to June 1st of the next year.

(c) If notice of desire for modification has been given, the parties shall as soon as agreeable to the parties following such notice, meet for collective bargaining, the Signatory Company being represented in such negotiations by a bargaining committee appointed by the Mill Manager and the Signatory Unions being represented by a bargaining committee selected by said Unions. Any Agreement on modification arrived at in such negotiations and approved by a majority of the membership of the Signatory Unions, shall be binding upon the parties to this Agreement. If such negotiations cannot be completed prior to June 1st, following the day on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to said June 1st.

(d) In case negotiations conducted in accordance with (c) break down, either party may terminate this Agreement upon the expiration of ten days' written notice mailed by registered mail, to the other party, at any time after the June 1st with reference to which the notice of modification has been mailed as provided in (b).

NOTE: If at any time, the St. Regis Paper Company, Tacoma, Washington, should become a part of the Pacific Coast Association of Pulp and Paper Manufacturers, all matters relating to contract will be subject to further negotiations between the aforementioned parties.

SECTION 28—Clarification and Interpretations.

It is agreed that should the need of any clarification or interpretation arise concerning this contract, that the policies and practices as exist between the Pacific Coast Association of Pulp and Paper Manufacturers and the Signatory Unions will be used as a guide in settling the dispute.

SECTION 29—Welfare Plan.

The Company shall make available to such of its employees as elect to participate, a Welfare Plan as follows:

(A) An Insurance Plan consisting of:

1. Life Insurance.
2. Accidental Death and Dismemberment Insurance.
3. Sick and Accidental Weekly Benefits (Non-occupational).
4. Dependent's Hospitalization Benefits.

The cost of the above Insurance Plan (A) to be shared on a 60% Company paid and a 40% employee paid basis.

(B) An employee Hospital, Medical and Surgical Plan provided by the Western Clinic of Tacoma, Washington.

The entire cost of the above employee Hospital, Medical and Surgical Plan (B) as such cost existed on June 1, 1959, to be paid by the company.

The cost and benefits of the above Plans (A) and (B) are set forth in detail in the attached Exhibit "C."
*NOTE: Exhibit "C" not reproduced in this booklet.
Details of welfare plan may be obtained through Personnel Office.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.
ST. REGIS PAPER COMPANY
By J. M. Lamb

**UNITED PAPERMAKERS AND
PAPERWORKERS**

By Paul L. Phillips, President
Per John F. Teevin, Representative

LOCAL No. 586

S. T. Beighley

D. A. Root

J. H. Garrett

**INTERNATIONAL BROTHERHOOD
OF PULP, SULPHITE AND PAPER
MILL WORKERS**

By John P. Burke, President
Per Oren Parker, Vice President
Per Wm. Riggs, Representative

LOCAL No. 237

Richard B. Welch

Lyle K. Decker

Robert F. Cook

EXHIBIT A

The wage changes described below and specifically enumerated in the Wage Schedule attached hereto are effective as of June 1, 1959.

I. WAGE RATES:

(A) FOR MEN'S JOBS:

1. Hourly rates in effect May 31, 1959, will be increased three per cent (3%) making the base rate two dollars and twelve cents (\$2.12) per hour.

2. The rates described in the next preceding paragraph shall remain in force until the termination of this Agreement, excepting as to any changes which may be made by (i) mutual agreement between the Signatory Parties, or (ii) adjustments resulting from any reopening of this Agreement which may occur in accordance with its provisions relating to reopening.

II. PREMIUMS:

There will be no payment of labor or quality premiums or bonuses in the pulp and paper manufacturing departments in the mill of the Signatory Company.

III. OVERTIME:

1. Subject to the conditions set forth in paragraph 3 of this Section, any employee paid on an hourly basis will, in

- (a) All work performed on Sunday.
- (b) All work performed on any of the holidays listed in Section 7.
- (c) All work performed in excess of eight (8) straight time hours in any one day.
- (d) All work performed in excess of forty (40) straight time hours in any one week.
- (e) All work performed in excess of eight (8) continuous hours worked when such period of work extends across the end of a work day into the succeeding day provided that such continuous period of work begins four or more hours before the start of the succeeding day.

2. The exception to Exhibit A - Section III - 1 - (a), (b), and (c) being that any hourly paid day worker on a Monday through Friday work-week will in addition to his straight time pay, receive overtime at the full time hourly rate of the job for:

- (a) All work performed in excess of sixteen (16) hours in any one day.

3. In applying the provisions of paragraph 1 of this Section, the following conditions shall be in effect.

- (a) No hour worked qualifies as an overtime hour on more than one of the above five bases, except that work on a holiday may also qualify under 1 (d).
- (b) If a holiday does not fall on an employee's designated or scheduled day off he will receive for such holiday eight (8) hours credit toward the forty-hour qualification. In addition, time worked on such a holiday in excess of eight (8) hours will be credited toward the forty-hour qualification.
- (c) Should an hourly paid day-worker on a Monday through Friday work-week be required to work sufficient hours after midnight to prevent a normal rest period before assuming the duties of his next scheduled shift, and should he be required to work the next following Saturday, he will be credited with any normal shift hours so missed in the computation of overtime for work on such Saturday.
- (d) When an employee works at more than one job rate during the week, payment of overtime shall be computed according to the method in use in May, 1950, until otherwise agreed upon between the mill and the local union.

IV. NIGHT SHIFT DIFFERENTIAL:

A night shift differential of nine (9) cents per hour shall be paid in addition to the hourly job rate on any shift wherein one-half or more of the scheduled shift hours fall after 6:00 p.m. and before 6:00 a.m. The night shift differential shall not be deemed apart of the hourly job rate

WAGE SCHEDULE

PULP MILL

WOOD PREPARATION

LOG POND	
Day Boomman	\$2.68 1/2
Boom	2.62 1/2
Pond	2.52 1/2
Slip	2.30 1/2

HYDRAULIC BARKING AND CHIPPING

Deck	2.43 1/2
Barker Operator	2.80 1/2
Wood Inspector	2.24 1/2
Spudder	2.20 1/2
Sawyer	3.28 1/2
Setter	2.52 1/2

Chipper Feeder - 153"	2.40
Hog	2.30 1/2
Sweeper	2.12

DRUM BARKING AND CHIPPING

Deck	2.43 1/2
4-Saw Slasher	2.32 1/2
Single Saw Slasher	2.24 1/2
Sorter	2.20 1/2

Chipper Feeder - 110"	2.30 1/2
Hog	2.30 1/2
Sweeper	2.12
Relief	2.30 1/2

WASTE WOOD CHIPPING

Chipper Feeder - 84"	2.21
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CHIP STORAGE AND SCREENING

Silo	2.20 1/2
Screens	2.25
Sweeper & Chip Loft	2.16
Relief (Rate of Above Job Worked)	

GENERAL

Filer	3.28 1/2
Knife Grinder	2.73
Knife Changer & Relief	2.30 1/2

DIGESTER

Cook	2.94 1/2
First Helper	2.44 1/2
Second Helper	2.25 1/2

RECOVERY AND EVAPORATOR ROOMS

C. E. Operator - 225 tons	2.86
C. E. Operator - 175 tons	2.74
Tomlinson Operator	2.61 1/2
Evaporator Operator	2.59
First Helper - 225 tons	2.38
First Helper - 175 tons	2.32 1/2

Second Helper - All Furnaces	2.29 1/2
Tube Lancer	2.25 1/2
Salt Cake Runner	2.20 1/2

PRECIPITATOR

Precipitator Operator	2.32
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CAUSTICIZING BUILDING

Operator	2.55 1/2
Lime Burner	2.44 1/2

WASH. SCREEN AND RIFFLER ROOMS

Washer-Screen Tender	2.58
Flat - Screen Tender - 6 or more	2.52 1/2
Flat - Screen Tender - 5 or less	2.44
Washer Operator - 2 rows	2.52 1/2
Washer Operator - 1 row	2.44
Riffler man Washer - Screen Helper	2.16

BLEACH PLANT

Operator	2.86
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WAGE SCHEDULE

(CONTINUED)

Tester	2.33 1/2
Lime Slaker	2.21
Sweeper	2.12
After-Bleach Screen Man	2.22
Peroxide Mixerman	2.16 1/2

DRYING AND BALING ROOM

Machine Tender	2.86
Back Tender	2.62 1/2
Layboy	2.36 1/2
Baler	2.30 1/2
Grader	2.41
Pulp Machine Room Helper	2.21

LABORATORY

Pulp Tester	2.39
Process Tester	2.45

SHIPPING

Assistant Car Loader	2.35
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MAINTENANCE

Oiler	2.48
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MISCELLANEOUS

FILTER PLANT

Operator	2.30 1/2
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YARD

Assistant Foreman	2.74 1/2
Utility Man No. 1	2.48
Utility Man No. 2	2.30 1/2
Truck Driver (1 1/2 ton)	2.21
Laborer	2.12

JANITORS

Janitor	2.12
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INSTRUMENT

Instrument Repair man	2.92 1/2
Chart Changer & Shopman	2.37 1/2

PAPER MILL

BEATING AND MIXING (1200 F.P.M.)

Beater Engineer	3.01
Beaterman Helper	2.34 1/2

PAPER MACHINE (1200 F.P.M.)

Machine Tender	3.72 1/2
Back Tender	3.45 1/2
Third Hand	3.01
Fourth Hand	2.55
Fifth Hand	2.43 1/2
Sixth Hand	2.25 1/2
Seventh Hand	2.21
Sweeper & Starch Make-up	2.12

WAREHOUSE AND SHIPPING

Rewinderman	2.38
Rewinderman Helper	2.21
Checker	2.44 1/2
Craneman	2.54
Car Loader	2.35
Trucker	2.24
Car Bander	2.16 1/2
Laborer	2.12

LABORATORY

Day Tester	2.69 1/2
Pulp Tester	2.38
Paper Tester	2.48

EXHIBIT B

The following Seniority program shall be applied:

1. When laying off help, the youngest in point of service shall be the first to be laid off, and when calling back, with preference to members of the Local Union. Any employee who is laid off, must keep the Company and the Union advised of his whereabouts. Any employee shall have a reasonable time to report for work after a lay-off, having been notified to do so, failing to report, he shall lose all seniority privileges.

2. Should a man elect to transfer from one department to another he will in practically all cases, start in the new department at the lowest paid job. Promotion within the department will be, as far as practicable, by hourly rate. An employee electing to transfer from one department to another or to accept a promotion, shall retain seniority rights to his previous job for a period of 30 days.

Promotion or transfer will be approved or disapproved by management within 30 days.

3. An employee who voluntarily declines a promotion shall be permitted to retain his existing job without prejudice. It is understood, however, that after having declined a promotion, he shall not be promoted above or displace the employee who has accepted the promotion. If it is later necessary to demote, seniority shall be considered as the time of service of the specific job upon which he is working.

4. When a vacancy occurs in any department, notices will be posted on all bulletin boards, advising the employees thereof, and giving them an opportunity to make application in writing for such job or to transfer to that department. Application of employees who are absent on vacation shall be honored for not more than three days after their return to work.

5. The Company will grant a leave of absence as a matter of right to any employee who is elected to an official position, or is delegated by the Union to perform work which necessitates temporary cessation of work for the Company for a period of not over six months if such leave of absence does not interfere with or hinder continued operation of the plant in any way without loss of accumulated seniority or the right to continued employment, upon the completion of the work such person is performing for the Union.

6. No employee shall lose seniority rights when laid off, irrespective of the duration, due to curtailment or cessation of mill operation, if he is available for work when called. Seniority credits of any employee, who is absent, due to lay-off or leave of absence, shall retain

accumulated seniority indefinitely during the period of time he is not working.

7. The Company must call in the Union's Standing Committee before taking action in regard to lay-offs or promotion. And in case of disagreement, where there is an alleged charge of discrimination, the matter may be referred to the Signatory Union concerned by the Union's Standing Committee.

J. H. Garret
S. T. Baighley
D. A. Root
INTERNATIONAL BROTHERHOOD OF
PULP, SULPHITE AND PAPER MILL
WORKERS
By John P. Burke, President
Per Otis Parker, Vice President
Per Wm. Riggs, Representative
LOCAL NO. 231
Richard B. Welch
C. M. Dunn
Wm. H. Smith
Robert E. Cook

IN WITNESS WHEREOF, the parties hereto have
caused this Agreement to be executed.

ST. REGIS PAPER COMPANY

By (s) J. M. Lamb

UNITED PAPERMAKERS &
PAPERWORKERS

By Paul L. Phillips, President

Per John F. Teevin, Representative

LOCAL NO. 586

J. H. Garrett

S. T. Beighley

D. A. Root

INTERNATIONAL BROTHERHOOD OF
PULP, SULPHITE AND PAPER MILL
WORKERS

By John P. Burke, President

Per Oren Parker, Vice President

Per Wm. Riggs, Representative

LOCAL NO. 237

Richard B. Welch

C. M. Davis

Lyle K. Decker

Robert F. Cook