

ST REGIS

**THIS AGREEMENT
BY AND BETWEEN**

ST. REGIS PAPER COMPANY
Tacoma, Washington

and the

**UNITED PAPERWORKERS
INTERNATIONAL UNION**

and its affiliated
Locals No. 237 and 586

June 1, 1982 — May 31, 1984



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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 UNITED PAPERWORKERS INTERNATIONAL UNION (an unincorporated association) and its affiliated Locals No. 237 and 586, hereinafter referred to as the Signatory Union, party of the second part, executed as of June 1, 1982.

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 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.

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 2 Recognition:

A. The Signatory Company recognizes the United Paperworkers International Union acting 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 the Signatory Union, 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 Agreement, 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 the Signatory Union 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 to 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 Arbitration, 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 shall deduct from the wages due such employee the amounts specified in said authorization on account of Union initiation 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 Union 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, walk-outs 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 Union. It is agreed there shall be no lockouts 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 violation; 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:

A. There shall be fourteen (14) holidays during each year, namely:

July 3rd — 16 hours (8:00 a.m. July 3 to Midnight July 3) — Restricted.

Independence Day — 32 hours (midnight July 3 to 8:00 a.m. July 5) — Restricted.

Labor Day — 32 hours (Midnight Sunday to 8:00 a.m. Tuesday) — Not Restricted.

Day before Christmas — 24 hours (8:00 a.m. Dec. 24 to 8:00 a.m. Dec. 25) Restricted.

Christmas Day — 24 hours (8:00 a.m. Dec. 25 to 8:00 a.m. Dec. 26) — Restricted.

Day after Christmas — 24 hours (8:00 a.m. Dec. 26 to 8:00 a.m. Dec. 27) — Restricted.

New Year's Day — 24 hours (8:00 a.m. Jan. 1 to 8:00 a.m. Jan. 2) — Not Restricted.

Memorial Day — 24 hours (8:00 a.m. Memorial Day to 8:00 a.m. day after) — Not Restricted.

Thanksgiving Day — 24 hours (8:00 a.m. Thanksgiving to 8:00 a.m. Friday) — Not Restricted.

Day after Thanksgiving — 24 hours (8:00 a.m. Friday to 8:00 a.m. Saturday) — Not Restricted.

Floating Holidays (3) — 24 hours (8:00 a.m. day selected to 8:00 a.m. day after) — Not Restricted.

Birthday — 24 hours (8:00 a.m. birthday to 8:00 a.m. day after) — 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:

(1) Any work necessary in the protection of life and property; and work necessitated by an obligation to supply steam power or water to others may be performed on restricted holidays.

(2) 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 questioned; and further provided that no machine or equipment involved in production shall in any case be operated for production purposes during the holiday shutdown period.

(3) 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.

B. In each department, the time of ending of each holiday specified in Paragraph A, 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 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.

C. 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 A 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.

(1) The employee must have been on the payroll for not less than ninety (90) days just preceding the holiday, and must have worked at least 260 hours during such ninety days, provided, 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

(2) The employee must have worked his scheduled workday before and his scheduled workday after such holiday, unless failure to work his scheduled workday before or after the holiday was due to any of the fol-

lowing events:

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

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

(c) 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 workday before or his scheduled workday after such holiday;

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

(e) 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 workday before or his scheduled workday 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;

(f) When the employee prior to a holiday has made a written request to be excused from working all or part of his scheduled workday 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.

D. It is understood and agreed, however, that an employee shall not receive the holiday pay provided above in Paragraph C 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.

E. The floating holiday must be taken during the contract year. In the event an employee has established his floating holiday with his supervisor, then is forced to work that day due to production requirements, he shall receive time and one-half plus holiday pay.

F. Once a floater is approved by management, it will not be changed by management unless for emergency reasons.

G. The intent of the birthday holiday is for the employee to take his birthday off. However, if the employee wishes to take some other day off, which falls within the same contract week as his birthday, he may do so provided he makes his request one calendar week prior to his birthday week and it meets with management approval.

H. Requests for a floating holiday submitted between April 1st to May 1st will be given seniority preference. Requests after May 1st will be received 45 days or less prior to the date to be taken. Such requests will be granted on a first-come, first-serve basis. Approval for a day off will be given at least 30 days in advance.

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 workweek 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 8:00 a.m., or at the regular hour of changing shifts nearest to 8:00 a.m., in the particular mill.

E. The word **WEEK** means a period of seven (7) calendar days beginning at 8:00 a.m., or at

the regular hour for changing shifts nearest to 8:00 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 Scheduling Employees' Working Time and Days Off:

In scheduling employees' working time and days off, the Company will comply with the following obligations and restrictions:

A. The Company shall assign two (2) days off each week for each regular employee, except where this is inconsistent with the schedules involved, in which case, one (1) day off shall be assigned. The Company shall make reasonable and diligent effort to so arrange schedules that the designated day off of any employee and any scheduled day off for the same employee shall be consecutive. **DESIGNATED DAY OFF** means the second day off in a week when applied to an employee who has two assigned days off in that week and means the single assigned day off when applied to an employee who has one assigned day off in that week. **SCHEDULED DAY OFF** means only the first day off in a week when applied to an employee who has two assigned days off in that week.

B. An employee transferred after the start of

the week, from one job or shift or schedule to another, shall, solely for the application of the Call Time and Overtime provisions, retain his assigned day or days off but only for the remainder of that week.

C. The Company will not, solely for the purpose of avoiding the payment of overtime, change the day or days off of a regular employee in a week in which a holiday specified in Section 7 occurs.

D. An employee who has been required to work on his assigned day or days off shall not be laid off on one of his scheduled workdays in the same week solely for the purpose of limiting his hours of work to forty (40).

E. When an employee is off work due to a shutdown of his job, department, or plant extending for not less than forty-eight (48) hours in excess of that normally encountered in his projected work schedule, the assigned day or days off previously applicable to such employee shall not be in effect.

SECTION 12 Allowance for Failure to Provide Work:

In case any employee reports for work, whether it be 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 three (3) 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 eight (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 four (4) hours Call Time at the straight-time day rate in addition to the actual hours worked, subject to the following conditions:

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

B. 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 (1) and (2):

(1) 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.

(2) 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.

C. 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 exception marked (1):

(1) 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.

D. 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 (1), (2) and (3):

(1) When the additional period of work in the same day results from a reasonable meal period, no Call Time is payable.

(2) 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.

(3) 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.

E. 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 (1) and (2):

(1) 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.

(2) 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 basis 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 allowance 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 Wire 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 four (4) hours, but not less than a total of four (4) hours on any one wire or felt.

All machine wash up 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 four (4) 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 four (4) 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 in-

volved, 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 four (4) hours extra time, but in no case shall more than four (4) hours extra time be allowed.

Tour workers who actually put clothing on a paper machine will be paid in accordance with existing pay conditions for tour workers who put on Fourdrinier wires.

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.

On-shift employees actually engaged in putting on a wire will receive wire pay. Provisions of this article will apply to tour workers assigned as day workers.

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 (4) 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 8:00 a.m. to 12 noon, and from 1:00 p.m. to 5:00 p.m., he shall be at his post ready to work at 8:00 a.m. and 1:00 p.m. and shall not quit work until 12 noon and 5:00 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 the 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.

Illegal drug use.

B. Discharge or suspension of an employee (not including a temporary layoff) 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.

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.

Supervisors are to confine their instructions and procedures within the generally accepted standards of safe practices.

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.

After one (1) year on the payroll, the Company will pay up to \$20 per pair towards the cost of two (2) pairs of safety shoes per year. Such shoes are to be purchased through the mill safety shoe program for use on the job.

SECTION 20 Seniority:

1. In promotions and layoffs, and in reemployment of seasonal employees, the principles of seniority will govern. In any case of promotion, layoff, or reemployment, 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 manage-

ment 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, layoff or reemploy, out of seniority, on the grounds that a senior employee is not qualified. The Local Union may pursue a complaint as to management's evaluation of qualifications provided that within ten (10) 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 Resident 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.

The following seniority program shall be applied:

2. 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 layoff, having been notified to do so, failing to report, he shall lose all seniority privileges.

3. Should an employee elect to transfer from one department to another, the employee 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 up to forty-five (45) working days. Promotion or transfer will be approved or

disapproved by Management within forty-five (45) working days. The forty-five (45) working days can be extended by mutual consent of the Local Union and the Company for up to an additional forty-five (45) working days. Seniority rights of all employees affected by the transfer or promotion in question shall be protected for the additional period up to forty-five (45) working days.

4. An employee may voluntarily decline a promotion for a bona fide reason and shall be permitted to retain his existing job without prejudice.

5. 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 (3) days after their return to work.

6. 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.

7. 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 layoff or leave of absence, shall retain accumulated seniority indefinitely during the period of time he is not working.

8. The Company must call in the Union Standing Committee before taking action in regard to layoffs or promotions. And in case of disagree-

ment, where there is an alleged charge of discrimination, the matter may be referred to the Signatory Union concerned by the Union Standing Committee.

9. Newly hired employees shall be considered as probationary employees for a period of forty-five (45) working days following the last date of hire. However, if the employee is retained in the employ of the Company after the expiration of the forty-five (45) day probationary period, his seniority shall revert to such last day of hire. The probationary period may be extended by mutual consent.

10. A permanent employee who has a bona fide reason, such as certifiable illness, may be permitted to return to the extra board.

11. The following jobs will be bid: Stenciller, Laborer, Chip Tester, Chip Handling Clean-up, Spare Hand (Paper Machines), Spare Hand (Beating & Mixing Department).

12. When qualified production employees are required to work during a shutdown, in the event enough qualified volunteers cannot be secured, the junior qualified employee in that classification will be required to work.

13. Maternity Leave — A permanent employee, after having served the required probationary period, may be granted a leave of absence for medical reasons upon the presentation of a certificate from a reputable physician setting forth the reasons justifying the request. Such leave of absence shall begin at the time recommended by the physician retained by the employee, and shall continue until such time as the physician determines the employee is physically able to resume the normal duties for which the employee was employed. At no time shall such leave of absence exceed six (6) months, except for unusual circumstances and then only upon mutual agreement between the Company, the Union, and the employee, after consultation with the employee's physician. At no time shall an employee be retained when the employee's physician does not

recommend continued employment and should the employee not consult a physician, then the Company, upon notice of an apparent physical condition which may impair the employee's well-being and safety, may have that employee's physical condition verified by a Company-designated doctor.

Employees returning to work from a leave of absence will be returned to the job they occupied at the time their leave became effected, provided they are qualified (physically and jobwise), and have the necessary retained seniority.

SECTION 21 Meals:

A. If requested, one meal, which shall be hot if practical, shall be furnished at a usual meal time and at the expense of the employer to any employee who:

(1) Is required to work eleven (11) consecutive hours, or

(2) Is notified to report for work with less than one (1) hour prior notice and is required to work four (4) consecutive hours.

B. If requested, an additoinal meal, which shall be hot if practical, shall be furnished at a usual meal time by and at the expense of the employer to an employee qualifying for the benefit of A.(1) above for each additional four (4) consecutive hours worked beyond eleven (11) hours, and to an employee qualifying for the benefit of A.(2) above if he is required to work for eight (8) consecutive hours; provided that an employee other than a regular employee shall not be entitled to the benefit of A.(2) above unless he then has an established work schedule.

SECTION 22 Vacations:

A. Employees as defined in this Agreement shall be granted one (1) 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:

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

(2) Have worked a minimum of 1,200 hours prior to said June 1st.

Provided that, with respect to either (1) or (2) 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.

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

To be eligible for two (2) 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:

(1) Have been an employee for not less than two (2) years prior to said June 1st, or

(2) Have worked a minimum of 1,200 hours prior to June 1st in the first year of his employment and have been an employee for not less than one (1) additional year.

Provided that, with respect to either (1) or (2) 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.

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

To be eligible for a three (3) 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:

(1) Have been an employee for not less than five (5) years prior to June 1st, or

(2) Have worked a minimum of 1,000 hours prior to June 1st in the first year of his employment and have been an employee for not less than four (4) additional years.

Provided that, with respect to either (1) or (2) 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.

D. Employees as defined in this Agreement shall be granted four (4) week's vacation with pay subject to the following terms and conditions:

To be eligible for a four (4) 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:

(1) Have been an employee for not less than ten (10) years prior to said June 1st, or

(2) Have worked a minimum of 1,000 hours prior to June 1st in the first year of his employment and have been an employee for not less than nine (9) additional years.

Provided that, with respect to either (1) or (2) above, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to termination of employment shall not be included.

E. Employees as defined in this Agreement shall be granted five (5) week's vacation with pay subject to the following terms and conditions:

To be eligible for five (5) 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:

- (1) Have been an employee for not less than fifteen (15) years prior to said June 1st, or
or
- (2) Have worked a minimum of 1,000 hours prior to June 1st in the first year of his employment and have been an employee for not less than fourteen (14) additional years. Provided that, with respect to either (1) or (2) 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.

F. Employees as defined in this Agreement shall be granted six (6) weeks' vacation with pay subject to the following conditions:

To be eligible for a six (6) 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:

- (1) Have been an employee for not less than twenty (20) years prior to June 1st, or
- (2) Have worked a minimum of 1,000 hours prior to June 1st in the first year of his employment and have been an employee for not less than nineteen (19) additional years. Provided that, with respect to either (1) or (2) 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.

G. Time lost as a result of an accident, as

recognized by the Workmen's Compensation Board, suffered during the course of employment, shall be construed as time worked in applying the above provisions.

H. For the purpose of determining the qualification for vacations of an employee with five (5) or more years of continuous service, time lost by him for which non-industrial sickness or accident benefits are paid to him under the Company's Welfare Plan shall be construed as time worked in applying the provisions of sub paragraphs C., D., E., and F. of this Section 22. Provided,

- (1) Time so lost shall be computed at eight (8) hours per day and forty (40) hours per week, and
- (2) If the time lost so computed exceeds 520 hours in any contract year, only 520 hours shall be considered as worked under the provisions of this sub paragraph.

I. 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:

J. Any returning serviceman who:

- (1) Was on the payroll of the Signatory Company at the time of induction into the armed forces; and
- (2) 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
- (3) Actually performed work for the Signatory Company on, or before, the June 1st immediately following his return from the

armed forces; and

(4) Had qualified for one (1) 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 (1) week's vacation 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 one for (1) 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.

K. 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.

L. The vacation must be taken within the contract year; that is, it may not be accumulated to be used the following year. However, effective June 1, 1982, employees with fifth (5th) and sixth (6th) weeks of vacation entitlement may elect to bank said weeks to be withdrawn and taken as time off immediately prior to retirement.

M. The vacation pay for an employee who qualifies is to be computed as fifty-four (54) hours per week at the higher of:

(1) The job rate of his regular job as such

rate exists on the day his vacation starts, or

(2) The weighted average straight time hourly rate paid to the employee in the prior contract year, adjusted for the change, if any, in his average rate effective on the first day of June next preceding the time at which his vacation is taken. Said average rate (a) for an employee who worked at the same job rate during the entire prior contract year is that job rate, and (b) for an employee who worked at more than one job rate in the prior contract year shall be determined by the following procedure: Multiply the number of hours he worked in said year at each job rate by that job rate; add the amounts so computed; and divide the sum by the total number of hours he worked in said year.

N. In the future the Company agrees to issue proper forms by March 15, of each year for purposes of vacation scheduling. Effective April 15, 1983, and on this date in each succeeding year, fifty percent (50%) or more of the employees earned vacation entitlement must be scheduled. Choices for vacation periods shall be, during this time and insofar as practicable, on the basis of seniority.

Effective November 15, 1983, and on this date in each succeeding year all remaining weeks of vacation must be scheduled. Employees who exceed this date will be reminded and if vacation remains unscheduled, the Company will designate the employee's vacation period.

By November 15, 1982, employees must schedule all outstanding vacation entitlement. Employees who exceed this date will be served with a reminder. Should vacations remain unscheduled the Company will designate the employee's vacation period.

O. It is further agreed to permit each eligible employee to take all weeks of his total yearly vacation entitlement on a shift-to-shift basis.

P. If it is not possible to step up the shift on which the vacancy occurs, the Company will ask the employees in the next lower classification to change shifts and step up according to seniority. Should all the employees in that classification refuse, the junior qualified employee will be required to change shifts and take the step-up.

SECTION 23 Adjustment of Complaints:

A. This section governs adjustments of all grievances except those arising from discharge or suspension.

B. Standing Committees:

1) The Resident Manager shall appoint a Company Standing Committee of three (3) individuals which shall represent the Company.

(2) The United Paperworkers International Union shall select from the membership of its Locals 237 and 586 Union Standing Committees consisting of three (3) members from each Local which shall represent that Union for the purposes stated in this Agreement.

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

(4) The Company Standing Committee and each Union Standing Committee has the authority to make the final decision, consistent with the current Labor Agreement, on matters coming before them. Either party may express reservation that it desires to refer the question under consideration to higher authority.

(5) Conclusions reached in Steps III and IV shall be prepared and signed by the appropriate parties. Copies shall be supplied to each Local Union involved.

C. Should there be any dispute or complaint as to the interpretation of any provisions of this

Agreement, or any grievance arising out of the operation of this Agreement, herein collectively referred to as grievances, the employee shall work as directed by Management, pending final adjustment of the grievance.

Step I. Such grievance shall first be taken up by the employee with his supervisor within ten (10) working days after the occurrence of a grievance is known to the grievant. The employee may have a Shop Steward accompany him when he discusses the grievance with his supervisor. If no satisfactory settlement is made, the employee may

Step II. Within thirty (30) days of the date of occurrence, the grievance will be submitted by the Union Standing Committee.

(a) Within five (5) days of date of written notification by the Union Standing Committee to the Company Standing Committee of the existence of the grievance, the two committees shall meet. Subjects not listed on the written notification shall nevertheless be dealt with.

(b) If the two committees are unable to arrive at a satisfactory settlement within five (5) days of their initial meeting, to be timely the Union Standing Committee must

Step III. Refer the grievance in writing to the Resident Manager within fifteen (15) days of the expiration of the five (5) day period in Step II (b).

(a) Within seven (7) days of date of such written notice, the Resident Manager or his representative and the Local Union shall meet.

(b) If the Resident Manager or his representative and the Local Union are unable to arrive at a satisfactory settlement within seven (7) days of their initial meeting, to be timely the Local Union must

Step IV. Refer the grievance in writing within twenty-five (25) days of the expiration of the seven (7) day period in Step III (b) to the President of the Signatory Union concerned, or his representative, and an official of the Company, neither of whom has previously judged the grievance in accordance with this section. (Copy of referral shall be delivered to Resident Manager.)

(a) Within twenty-five (25) days of date of such written notice these two shall meet.

(b) If these two are unable to arrive at a satisfactory settlement within twenty-five (25) days of their initial meeting, to be timely the Union concerned must

Step V. Submit the grievance to arbitration as provided in Section 25 of this Agreement within thirty (30) days of the expiration of the twenty-five (25) day period in Step IV (b).

D. The parties in Step II, in Step III and in Step IV may by mutual agreement in writing, extend the time limit specified in Step II (b), in Step III (b), and in Step IV (b) for a period not to exceed thirty (30) days.

E. In cases of grievances affecting substantial groups within the mill or the Local Union, an official or some other representative appointed by the Local Union shall be privileged to take the matter up directly with the Resident Manager in accordance with Step III.

F. 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 meeting with company officials.

In Step II, the Resident Manager may, if he desires, sit in on the meetings between the Company Standing Committee and the Union Stand-

ing Committee, but is not required to attend any such meetings.

G. If an employee requests, reprimands shall be removed from the employee's record and given to the employee at the end of one (1) year, provided no further reprimands are issued for similar incidents.

SECTION 24 Appeal from Discharge or Suspension:

A. If any employee claims to have been unjustly discharged or suspended during the life of this Agreement or any continuance thereof, to be timely his case must

Step I. Within seven (7) days of the date of such discharge or suspension, be referred in writing to the Resident Manager or his representative through the Union Standing Committee:

(a) These two parties shall meet within seven (7) days of the date of the referral.

(b) If, upon investigation, no settlement is made within seven (7) days of their initial meeting, to be timely the case must

Step II. Within twenty-five (25) days of the expiration of the seven (7) day period in Step I (b) 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, provided that written notice of such reference or appeal shall be delivered by the appealing party to the other party.

(a) Within twenty-five (25) days of date of such written notice these two shall meet.

(b) If these two are unable to arrive at a satisfactory settlement within twenty-five (25) days of their initial meeting, to be timely the Union concerned must

Step III. Within thirty (30) days of the ex-

piration of the twenty-five (25) day period in Step II (b), submit the case to arbitration as provided in Section 25 of this Agreement.

B. The parties in Step II may, by mutual agreement in writing, extend the time limit specified in Step II (b) for a period not to exceed thirty (30) days.

SECTION 25 Arbitration:

A. If a complaint is not resolved in the above procedure, the Union or the Company may submit the matter to Arbitration, by written notice to the other party. Such notice of appeal to Arbitration must be received within thirty (30) days after the Company's answer in Step IV of the procedure for adjustment of complaints.

B. The Federal Mediation and Conciliation Service shall be requested to submit a panel or panels of Arbitrators from which a mutually acceptable Arbitrator shall be selected. The decision of the Arbitrator shall be final and binding and all costs of the Arbitrator shall be divided equally between the parties.

C. The functions of the Arbitrator shall be to interpret and apply the Agreement, and he shall have no power to add or subtract from, or to modify any of the terms of the Agreement.

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 provision 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 dis-

puted matter is settled by the court or other authority having jurisdiction in the matter.

SECTION 27 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.

SECTION 28 Overtime:

1. Subject to the conditions set forth in Paragraph 3 of this Section, any employee paid on an hourly basis will, in addition to his straight time pay, receive overtime at one-half the straight time hourly rate of the job for:

- (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 workday into the succeeding day provided that such continuous period of work begins four (4) or more hours before the start of the succeeding day.
- (f) All work performed on scheduled or designated days off, as such days are defined in Section 11, provided, however, that this sub paragraph (f) shall not apply if the work so performed results because a regular scheduled or designated day off has been traded for another day at the request and for the convenience of the employee, or employees, involved.

2. Any employee paid on an hourly basis will, in addition to his straight time pay, receive over-

time at the full time hourly rate of the job for all work performed in excess of sixteen (16) consecutive hours.

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 six bases, except that work on a holiday may also qualify under 1. (d). Time worked on a holiday will be credited toward the forty (40) hour qualification.

(b) An employee who worked a shift which is regularly scheduled for less than eight (8) hours shall be credited for eight (8) hours for each full shift so worked. If failure of an employee to work a full shift is due to a holiday specified in Section 7, he shall nevertheless receive the eight (8) hours credit for said holiday.

(c) Should an hourly paid dayworker on a Monday through Friday workweek 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.

4. If day workers are requested to work overtime, employees will be expected to do so within reasonable limits unless excused for good cause.

5. An employee who accepts a job outside the

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bargaining unit will not perform bargaining unit work later the same day unless it is done within that employee's regularly scheduled shift.

6. Employees who work in excess of eight (8) hours during a holiday will be compensated at double time for those hours worked in excess of eight (8) hours.

SECTION 29 Night Shift Differential:

1. Effective June 1, 1982, a night shift differential of forty-one cents (41¢) per hour shall be paid in addition to the hourly job rate on any shift wherein one-half of more of the scheduled shift hours fall after 6:00 p.m. and before 12 midnight.

2. A night shift differential of sixty-one cents (61¢) 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 between 12 midnight and 6:00 a.m.

3. Such night shift differential shall not be deemed a part of the hourly job rate when applying the provisions of this Agreement except in the payment of overtime as provided for in Section 28.

4. Effective June 1, 1983, swing shift differential will be increased to forty-four cents (44¢) per hour and graveyard shift differential will be increased to sixty-six cents (66¢) per hour.

SECTION 30 Jury Duty Allowance:

1. Any employee who has completed one or more years of continuous employment who is required to perform jury duty will be entitled to reimbursement at the straight time hourly rate of his regular job 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 forty (40) hours per week, less pay received for jury duty. The employee will be required to furnish a signed statement from a responsible officer of the court as

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Base pay = 11.205
44¢ is 3.8% of Base pay
66¢ is 5.6% of Base pay

proof of jury service and jury duty pay received.

2. Hours paid for jury duty will be counted as hours worked for the purpose of computing vacation and holiday pay but will not be counted as hours worked for the purpose of computing any overtime.

SECTION 31 Funeral Leave:

1. When death occurs to a member of a regular employee's immediate family, the employee, at his request, will be granted reasonable necessary time off as funeral leave of absence to attend the funeral. If the employee attends the funeral, he will be compensated at his regular straight time hourly rate for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral, and the day after the funeral, with a maximum of three (3) days compensation.

2. Members of an employee's immediate family shall be limited to the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, grandparents, grandchildren, spouse's grandparents, step-children, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law.

3. Compensable hours will be counted as hours worked for the purpose of computing vacation and holiday pay and will be counted as hours worked for the purpose of computing weekly overtime.

SECTION 32 Wage Rates:

The wage changes described below and specifically enumerated in the Wage Schedule attached hereto are effective as of June 1, 1982.

1. Hourly rates of pay in effect May 31, 1983, will be increased by eighty-five cents (85¢) for each classification specifically enumerated in the Wage Schedule attached.

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.

3. When major changes are made in the plant which create new jobs or substantially change duties of existing jobs, management will evaluate the job and inform the union concerned of the new rate or rates, without delay. The union, if not satisfied with the new rate, may negotiate the rate with management. If no satisfactory rate can thus be established, the Union Standing Committee may implement the grievance procedure if they so desire.

SECTION 33 Term of Agreement and Changes in Agreement:

This Agreement shall be in effect from June 1, 1982, up to and including May 31, 1984, 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 Union shall be given by the President (or Vice President) of the Signatory Union 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 President.

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 (60) days prior to June 1, 1984, or prior to any subsequent June 1st on which this contract is in effect, that a modification is desired; and if no such sixty (60) day notice is given prior to any June 1st, the earliest time at which such notice may later be so mailed is sixty (60) 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 Union being represented by a bargaining committee selected by said Union. Any agreement or modification arrived at in such negotiations and approved by a majority of the membership of the Signatory Union, 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 (10) 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.

E. Should the parties be unable to agree to the terms and conditions of the reopeners, either party may elect to terminate the Agreement in accordance with Section 33, Paragraph D, of the Labor Agreement.

SECTION 34 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, in the amount of \$20,000.
- (2) Accidental Death & Dismemberment Insurance in the amount of \$20,000.
- (3) Effective June 1, 1982, Accident & Sickness Weekly Benefits (non-occupational), with a maximum of 52 weeks

benefits will be increased to \$240 per week.

Effective June 1, 1983, Accident & Sickness Weekly Benefits (non-occupational), will be paid with a maximum of 52 weeks benefits at \$250 per week.

- (4) Dependent's hospitalization and surgical benefits, including the Company's Prudential Major Medical Plan.
- (5) Effective June 1, 1982, the existing dental plan for employee and dependents will be modified per the Memorandum of Agreement.
- (6) Prescription drugs will be covered under Major Medical for dependents.
- (7) Major Medical deductible for dependents will be reduced to fifty dollars (\$50.00) per individual and one hundred and fifty dollars (\$150.00) "family" deductible.
Effective June 1, 1982, the maximum annual dental benefit for covered supplies and services will be increased to \$1250.
- (8) Voluntary sterilization for employee will be added to existing coverage.
- (9) Employee allergy treatment will be covered under Major Medical.
- (10) One pap smear per year for female employees and qualified spouse of employee will be added to existing coverage.

The entire cost of the above Insurance Plan A. to be paid by the Company.

B. An employee Hospital, Medical and Surgical Plan, including full ambulance service, provided by the Pierce County Medical Bureau of Tacoma, Washington.

The Company agrees to pay the entire cost of the present coverages of the Employee Pierce County Medical Bureau, Medical and Surgical Plan outlined under Paragraph B. for each employee working, for the term of this Agreement.

C. One hundred percent (100%) of the monthly HMS premium for early retirees between the ages of 62 and 65, and disability retirees between the ages of 55 and 65 will be paid in full by the Company for the early retiree and spouse.

D. An employee only Vision Care Program provided by the Company.

E. Effective July 1, 1983, the pension rate will be increased fifty cents (50¢) to reflect a rate of \$21.50 per month per year of credited service.

F. Effective June 1, 1982, the parties agreed in principle that Clinics which are staffed with licensed physicians will be considered the same as accredited hospitals for the purposes of providing emergency room treatment.

SECTION 35 Nondiscrimination:

There shall be no discrimination against an employee as prescribed by any Federal, State Law, Executive Order and/or future anti-discrimination laws including but not limited to age, race, sex, religion, color, national origin, mental or physical handicap, veterans of any U.S. Armed Services, union membership or union activity.

It is understood that where the pronoun "he" is used in this Labor Agreement, it is meant to mean both "he" and "she".

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

ST. REGIS PAPER COMPANY

By: Robert F. Lynch
Peter T. Sarandos
C. Craig Thornsberry

UNITED PAPERWORKERS
INTERNATIONAL UNION

By: Earl E. Tice
LOCAL NO. 237
Gordon L. Swanson

LeRoy D. Loppe
John Salscheider
Albert A. Nelson
John C. Carter

LOCAL NO. 586

Roy D. Massey
Sam Milasich
John Mouring
Robert M. Smith
Michael Stallcop

WAGE SCHEDULE

PULP MILL

Effective 6-1-82 Effective 6-1-83

WOOD PREPARATION

Chip Storage & Screening

Chip Bulldozer Operator	\$12.705	\$13.555
Chip Unload.		
Crane Operator	11.74	12.59
Silo	11.21	12.06
Screens	11.065	11.915
Sweeper & Chip Loft	10.77	11.62
Clean-up, after 6 months	10.705	11.555
Clean-up	10.355	11.205

Chip Testing

Chip Tester	11.315	12.165
Day Chip Tester	11.87	12.72

DIGESTER

Digester Batch Cook	12.03	12.88
Digester Helper	11.11	11.96
Cont. Digester Cook #2	14.62	15.47
Cont. Digester Cook #1	13.665	14.515

Second Helper — when 4
or more batch digesters
running

10.985 11.835

RECOVERY

Senior Operator

15.235 16.085

"A" Operator

14.045 14.895

"B" Operator

13.165 14.015

Senior Helper

12.425 13.275

"A" Helper

11.755 12.605

"B" Helper

11.23 12.08

Salt Cake Runner

10.87 11.72

CAUSTICIZING BUILDING

Operator

13.23 14.08

Lime Burner

12.28 13.13

WASH & SCREEN ROOMS

Washer Screen Tender

13.76 14.61

Washer Operator —

1 or 2 lines

12.095 12.945

Washer Screen Helper

11.745 12.595

BLEACH PLANT

Operator

13.055 13.905

Helper

11.545 12.395

Tester

11.175 12.025

Lime Slaker & Unloader

10.875 11.725

DRYING & BALING ROOM

Machine Tender

13.045 13.895

Back Tender

11.955 12.805

Layboy Operator

11.49 12.34

Grader

11.705 12.555

Baler

11.25 12.10

Scale Operator

11.11 11.96

Pulp Machine

Room Helper

10.875 11.725

LABORATORY — PULP

Day Tester

12.70 13.55

Process Tester

11.455 12.305

Pulp Tester

11.315 12.165

SHIPPING

Car Loader

11.205 12.055

Stenciller, after 6 months

10.705 11.555

Stenciller

10.355 11.205

MAINTENANCE

Oiler

12.18 13.03

MISCELLANEOUS

Slushmaker

10.79 11.64

Operator/when
operating slushmaker

Waste Treatment Operator

13.305 14.155

YARD

Lead Utility

12.505 13.355

Utility #1

11.545 12.395

Utility #2

11.11 11.96

Truck Driver (1½ ton)

10.875 11.725

Laborer, after 6 months

10.705 11.555

Laborer

10.355 11.205

JANITORS

Janitor

10.705 11.555

INSTRUMENT

Instrument Mechanic

15.435 16.285

Chart Changer

11.475 12.325

PAPER MILL

Effective Effective
6-1-82 6-1-83

BEATING & MIXING

Beater Engineer

14.705 15.555

Beater 1st Helper

12.58 13.43

Beater 2nd Helper

11.56 12.41

*Spare Hand

10.805 11.655

NO. 1 PAPER MACHINE (1350 FPM)

Machine Tender

16.465 17.315

Back Tender

15.77 16.62

Third Hand

13.65 14.50

Fourth Hand

11.81 12.66

Fifth Hand

11.495 12.345

Sixth Hand

11.015 11.865

NO. 2 PAPER MACHINE

Machine Tender

17.935 18.785

Back Tender

16.24 17.09

Third Hand

13.93 14.78

Fourth Hand

11.81 12.66

Fifth Hand

11.495 12.345

Sixth Hand

11.015 11.865

13895
75
14.645

MISCELLANEOUS

Spare Hand	10.805	11.655
Starchmixer	11.43	12.28
Oiler	12.025	12.875

SHIPPING & FINISHING

Day Checker	13.555	14.405
Checker	13.26	14.11
Crane Operator	11.73	12.58
Scale Operator	11.955	12.805
Car Loader	11.415	12.265
Conveyor Operator	10.78	11.63
Trucker	10.95	11.80

LABORATORY — PAPER

Day Tester	12.70	13.55
Senior Paper Tester	12.005	12.855
Paper Tester	11.535	12.385
Sampler	11.21	12.06
Utility & Relief	10.96	11.81

*Spare Hand may be assigned to other areas of the Paper Mill.