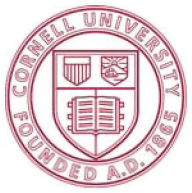

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K#: **1282**

Employer Name: **Fort James Corporation**

Location: **WA Camas**

Union: **Association of Western Pulp and Paper Workers (WPPW), the United Brotherhood of Carpenters and Joiners, AFL-CIO**

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1450 workers

FORT JAMES Camas Mill

K 1282

147 PAGES

LABOR AGREEMENT

Rec'd 8/3/00

By and Between

Fort James Corporation
Camas, Washington

and the

ASSOCIATION OF WESTERN PULP AND PAPER WORKERS
Affiliate of
THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS AFLCIO

acting through

LOCAL 5

JUNE 1, 1999 - JUNE 1, 2005

X 6/05

MILL RULES

FORT JAMES CORPORATION
CAMAS MILL

MILL RULES
January 1, 2000

These Mill rules define the expectation of all employees of the Camas Mill. All employees are to hold themselves accountable to observe these rules as a condition of continued employment.

The Rules may be changed by the Company at any time as required by changes in Mill operations.

GENERAL MILL RULES

1. ENTERING THE MILL
   A. Entrance into the Mill is restricted to those employees who are scheduled to work, called in to work or authorized to be in the Mill.
   B. Visitors entering the Mill must sign in and out at the main Mill reception desk, clockroom, north or south gate.
   C. Where personal identification or a badge is required, the identification shall be worn in a visible manner at all times within the Mill.
2. TIME CLOCK
   A. Time clocks are provided to reconcile an hourly employee's reported pay against the time period clocked.
   B. Upon entering and leaving the Mill for scheduled or call in work, the employee must clock in/out .
   C. Employees are not allowed to clock in/out for another employee.
   D. Employees must clock in/out within the time designated before and after their scheduled shift as posted at the time clocks.
3. PAYCHECKS
   Paychecks will not be issued to any person other than the payee unless written authorization signed and dated by the payee is presented.
4. ABSENCE
   A. Hourly employees are to report all absences in advance to the Clockroom Attendant. Absences of personal convenience and shift changes must be arranged with your Team Leader 36 hours in advance.
   B. Salary employees are to report all absences in advance to their Business Leader or his/her designee.

5. RETURNING TO WORK
   A. Hourly employees who have been off work due to illness, injury, or personal reasons must obtain clearance as follows before returning to work:
   B. An employee off work for part of one day or more must notify the Clockroom Attendant of his/her intention to return to work at least 8 hours in advance of the time he/she expects to return. If the required notice is not given and a replacement has been scheduled, the employee will be sent home.
   C. If an employee has been under the care of a doctor, he/she must obtain a release and present this release to the Benefits Representative or to the Clockroom Attendant if the Benefits Representative is not available. The notification requirements in subparagraph A above also pertain to an employee who has been under the care of a doctor.
6. REMOVAL OF ARTICLES FROM THE MILL
   Before removing material from the Mill, employees must obtain a permit signed by their Business Leader, Process Leader, Technical Resource, or Coordinator. A permit is not necessary for articles covered by a bill of lading or sold tag. Gifts or donations to outside organizations or individuals must be approved by the Human Resources Director or his/her designated representative.
7. TOOLS, MATERIALS & EQUIPMENT
   Employees who have checked-out tools or equipment from the Tool Room must return them at the completion of each day's work or as directed by the attendant. All items must be properly issued from the Tool Room and Storeroom and are the responsibility of the employee to whom they have been issued.
8. EMPLOYEE CONDUCT
   A. All employees while on Mill premises will be expected to work in a manner which promotes a safe, non-hostile and cooperative work environment.
   B. During a work period employees are expected to focus their activities on providing value added work towards the manufacture of Camas Mill products. Examples of non-value added activities that are not acceptable include but are not limited to sleeping, video games, watching TV, reading non-work related materials, working on personal equipment or hobbies, conducting personal business, etc.

C. Solicitations, collections, subscriptions, or sales may not be made on Company premises without the permission of the Human Resource Director or his/her designated representative. Games of chance, gambling, raffles, etc., are not allowed on mill premises without the permission of the Human Resource Director or his/her designated representative.

D. Possession, sale or solicitation to deal, or being under the influence of alcohol or controlled substances while on Company premises is prohibited. The only exception to this rule shall be for an employee using or possessing a controlled substance prescribed by a physician.

E. When there is reason to suspect that an employee is under the influence of alcohol or other controlled substance, he/she may be required to undergo breathalyzer, blood and/or urine analysis. The results of these analyses will be confidential and disclosed only on a need-to-know basis. Refusal to submit to such tests shall be considered failure to work as directed.

F. Unsanitary practices are prohibited.

9. USE OF TELEPHONES

Telephones are intended to be used for business purposes and limited to brief personal messages during times when it is not disruptive to the operation and in case of emergency. Lengthy conversations and multiple message calls are not allowed. This applies to in-coming and out-going telephone calls.

10. JURY DUTY

A. Hourly employees must inform the Clockroom as soon as possible after receiving notification that they have been selected for jury duty.

B. Employees must report for work on their regular shift following release from jury duty or otherwise instructed.

C. Employees must immediately report their release from jury duty to the Clockroom.

11. NOTICE OF SEARCH AUTHORITY

A. Employees and their property are subject to search for any reasonable purpose while on Company premises. Refusal to permit such search shall constitute failure to work as directed.

B. Lockers, toolboxes, storage bins, desks, filing cabinets, and the like provided by the Company for the employee's use on Company premises or on Com-

pany business are the property of the Company. Inspection of Company property may be initiated and carried out at any time at the discretion of the Company.

12. HORSEPLAY
    Horseplay is not permitted at any time.
13. FIREARMS
    Firearms or other weapons are not permitted on Company property.
14. SMOKING
    The Mill is a non-smoking Mill. Smoking is only allowed in posted and designated areas.
15. PERSONAL PORTABLE/WALKMAN RADIOS
    The use of personal portable radios/walkman radios with headsets or earphones is not allowed on Company premises.
16. ELECTRONIC MAIL, INTERNET ACCESS and VOICE MAIL
    A. All computers and televoice systems and the data stored on them are and remain at all times the property of the Company.
    B. Any such messages remain subject to review by the Company at any time.
    C. Messages should be limited to the conduct of business, although brief and occasional personal messages are permissible.
    D. Electronic mail and voice mail messages may not contain language that may reasonably be considered offensive or disruptive.

CAMAS MILL SAFETY RULES
January 1, 2000

These are Mill wide safety rules. All Mill and Business Unit safety rules will be in conformance with and supportive of all applicable rules promulgated by Federal, State and other appropriate governing bodies. Employees are expected to observe all Mill and Business Unit safety rules.

1. Personal protective equipment:
   A. All Mill employees are required to wear safety shoes in all operating areas of the Mill. The only exception is if you work in an office environment or if you are reporting to work and plan to change into safety shoes when you reach your work station or locker. When leaving an office to enter an operating area, you must have safety shoes on.
   B. All persons are required to wear hearing protection in all areas of the Mill, with the exception of operation control rooms, offices, sound booths, enclosed test stations, storerooms, restrooms, and lunch rooms. Protection is not required if you are outside any building south of the Burlington Northern railroad tracks, and if you are not operating mobile equipment or if there is no construction going on.
   C. All persons are required to wear ANSI Z-87* marked safety glasses with side-impact protection in the Mill as well as in Mill operating and maintenance areas that are detached from Mill property. This minimum eye protection is required on a gate-to-gate basis. Additional protection required for specific areas/tasks is defined in separate Standard Operating Procedures.

• Perimeter entrance points to the Mill are:
   1. All turnstiles
   2. Paper mill maintenance shop doors outside of Men's Locker Room
   3. Doorway at covered breezeway leading to Fiber and Consumer Products
   4. North vehicle gate
   5. South vehicle gate

6. Perimeter doors of Unitizer Building

- Acceptable ANZI Z-87* safety glasses with side-shield protection are:
  1. Non-prescription lenses, clear or lightly shaded through which eye-to-eye contact can be maintained.
  2. Prescription corrective lenses/frames/side-shields obtained from an optician.
- Noted exceptions:
  1. Safety Glasses are not required in break rooms, lunch rooms, control rooms/booths, offices, and restrooms.
  2. Where employee safety is compromised due to fogging or misting of lenses from water spray and/or condensing humidity, glasses may be removed until the employee leaves the immediate area which causes the fogging/misting.

*ANSI Z-87.1-1989 - American National Standards Institute - "American National Standard Practice for Occupational and Education Eye and Face Protection".

D. Personal protective equipment and/or clothing will be worn in accordance with Business Unit safety rules.

E. All persons entering the Fiber and Utilities operations are required to wear an ANSI Z-89* marked hardhat.

- Noted exceptions:
  1. Break rooms, control rooms, offices, restrooms.
  2. When the use of a faceshield requires removal of the hardhat
  3. Enclosed vehicle

*ANSI Z-89 1-1986 American National Standards Institute - "American National Standard for Personal Protection - Protective Headwear for Industrial Workers - Requirements".

F. All persons entering the Fiber and Utilities operations that are North of the Burlington Northern railroad tracks are required to carry a respirator. Employees who are not currently required to use fitted respirators will carry a personal escape respirator.

2. Reporting injuries:

A. Report all injuries and near misses to your Team Leader immediately.

B. The incident investigation process shall be initiated by the Team Leader within 24 hours of the incident.
C. All work related injuries and illnesses that require treatment by a physician, emergency room personnel, a chiropractor, or any other recognized health care professionals will require that Workers Compensation forms be filled out at the Nurses Station by the affected employee.
D. The Washington State Industrial Safety and Health Act requires that all industrial injuries and illnesses be reported to your employer. Failure to do so may result in delay or denial of your benefits.

3. Guards:
   A. Equipment will not be operated with guards removed or open.
   B. Temporary guards and/or barriers will be provided as needed to prevent any part of the body from being exposed to the danger zone during operation.
4. Mobile equipment:
   A. Vehicle seat belts must be worn at all times when riding in a vehicle equipped with seat belts.
   B. Operators must successfully complete the requirements of the Camas Mill mobile equipment operator training and authorization program.
   C. Passengers will not be permitted to ride with arms and legs extending outside the vehicle nor shall they be permitted to ride unless a passenger seat is provided that has been secured to the vehicle.
   D. Under no circumstances are there to be any passengers on any fork, grab or clamp truck.
   E. Under no circumstances should any pedestrian step between or across the tongue of the tow trailers.
   F. All vehicles equipped with headlights will operate with their headlights on when on the Camas Mill site and observe posted speed limits.
   G. Pedestrians and mobile equipment operators have a shared responsibility for the safety of each other.
   H. Personal bicycles are not to be operated through warehouses, operating areas, or other existing

buildings and facilities. Also, they are not to be operated on any roadway in the Mill except the chip truck road in the South Mill. Parking is provided at the main clock alley and the Converting parking lot.

I. Company bicycles used to transport employees and materials through the Mill must be equipped with a horn that will sound loud enough to be heard over the normal Mill noise and a flashing light.

5. Elevators and Manlifts:
   A. Observe safety rules and load limits posted for manlifts and elevators.
   B. Only trained and authorized personnel are to ride on a manlift.
6. Confined space entry permit process:
   No employee will enter any confined space or vessel until confined space entry permit procedures have been completed.
   (Confined space entry permit systems are controlled within Business Units by established written procedures for specific vessels as required by WISHA).
7. Lockout/Tag of equipment:
   A. All equipment must be locked out according to written Business Unit procedures and cleared prior to being test started before any maintenance or equipment repair.
   (Test start also means that air lines, steam lines, hydraulics, etc., must have a bleed valve. Any questions or concerns about lockout/tag should be directed to the WISHA standards at the Safety Office or within the Business Unit. Under no circumstances is anyone to perform maintenance or work on any equipment that is not de-energized).
   B. A lockbox or group lockout procedure may be used as long as it has met the requirements of the Camas Mill guidelines. These procedures must be reviewed and approved by the Safety Office.

8. Electrical equipment:
   Do not operate any electrical equipment unless properly instructed and you have authorization.
9. Compressed air:
   A. Compressed air must not be used for cleaning equipment or work areas unless goggles are worn and it is certain that other employees will not be endangered.
   B. Compressed air MUST NOT be used to clean clothing while it is being worn.
10. Hair containment:
   A. Any employee whose hair extends more than three (3) inches from the head or is longer than the base of the neck, and who works around equipment that has entanglement hazards shall completely contain their hair. Proper containment of hair means the hair must be secured or contained under a cap or a hair net.
   B. Employees whose work requires that they carry and/or use a dust/mist disposable mask, half mask, full face mask or SCBA respirator shall not have hair that passes between the face and the sealing surface of the facepiece of the mask/respirator. This includes facial stubble.
   C. Certain Business Unit rules may be more definitive than the above general Mill policy due to Business Unit conditions.
11. Mill emergency phone number:
   A. For any and all Mill emergencies (fire, spills, injuries), call 5555. This number has a direct link to the Clockroom. They will initiate a response to your call to the appropriate agency. Once again, the Mill emergency number is 5555.

FORT JAMES

Camas Mill

LABOR AGREEMENT

By and Between

Fort James Corporation
Camas, Washington

and the

ASSOCIATION OF WESTERN PULP AND PAPER WORKERS
Affiliate of
THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS AFLCIO

acting through

LOCAL 5

JUNE 1, 1999 - JUNE 1, 2005

CAMAS MILL

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LABOR AGREEMENT

This Labor Agreement is made by and between Fort James Corporation, Camas, Washington mill (hereinafter referred to as the "Company"), and the Association of Western Pulp and Paper Workers (hereinafter referred to as the "Union") acting through its Local Union No. 5.

SECTION 1 - RIGHTS OF THE PARTIES

The Union has all rights which are specified in the subsequent Sections of this Agreement and retains all rights granted by law except as such rights may be limited by provisions of this Agreement.

The Company retains all rights except as those rights are limited by the subsequent Sections of this Agreement. Nothing anywhere in this Agreement (for example, but not limited to the Recognition and/or Arbitration Sections) shall be construed to impair the right of the Company to conduct all its business in all particulars except as modified by the subsequent sections of this Agreement.

The failure of the Union to enforce any of the provisions of this Agreement or exercise any rights granted by law or the failure of the Company to exercise any right reserved to it or its exercise of any such right in a particular way, shall not be deemed a waiver of such right or a waiver of its authority to exercise any such right in some other way not in conflict with the terms of this Agreement.

SECTION 2 - RECOGNITION

The Company recognizes the Union as the sole collective bargaining agent of all employees of the Company employed in the Camas Mill, 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. The Company shall not have any private understanding or agreement with any individual employee, or group of employees, in conflict with this Agreement.

SECTION 3 - UNION SECURITY

A. Each employee covered by this Agreement shall, as a condition of employment, become and remain a member of the Union not later than the thirtieth calendar day following his date of employment or the date of execution of this Agreement whichever is the later.

B. The Union and the Company may agree mutually that an individual employee who has a valid objection to membership in the Union need not be covered by the Union shop provisions of this Labor Agreement.

Employees who have legitimate religious objections to joining or financially supporting a Union will be granted exemption under the terms of Public Law 96-593 (1980 amendment to Section 19 of the Labor Management Relations Act). *Employees who exercise this right will be required to pay a* like amount of union initiation fees and monthly dues to either the American Cancer Society, the Heart Association, or the United Fund, such charity to be chosen by the employee. Any costs incurred in Union representation via the grievance-arbitration procedures of the Labor Agreement will be borne by said employee(s) in conjunction with the context of the law.

C. The Union or the Local Union involved may request the Company to discharge an employee on account of his failure to become and/or remain a member of the Union as required by this Section 3. Any such request shall be in writing and shall include written evidence offered in support thereof, and a copy shall be delivered to the Company and the employee involved.

Within ten (10) 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 or its Local Union and the employee of its findings. If such findings be adverse to the employee, he shall thereupon be discharged, effective as of the commencement of his next shift. If such findings be unsatisfactory to the Union or its Local Union, the decision of the Company may be referred to the President of the Association of Western Pulp and Paper Workers, or his representative, and an official of the Company, and if these two are unable to agree upon a satisfactory settlement, thereafter may be submitted to arbitration in accordance with the procedures for such submission set forth in Sections 31 and 32 of this Agreement.

SECTION 4 - PAYROLL DEDUCTION OF UNION DUES

Upon the filing with the Company of a written authorization in the form set forth below, signed by an individual employee and the Financial Secretary of the 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 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 amount of regular dues to be deducted may be revised only by written notice from the Financial Secretary of Local Union No. 5 given in advance to the Company.

AUTHORIZATION FOR PAYROLL DEDUCTION

Date _____

To Fort James Corporation, Camas Division:

In accordance with Section 3 of the Labor Agreement, to which I am a party through my collective bargaining agency, I hereby voluntarily assign to the Local Union No. 5 from the wages due me from the Company the amount of my regular Union dues; and I authorize and direct the Company to deduct such amount from my said wages and to pay the same over to the Financial Secretary or other authorized representative of the Local Union upon his receipt therefore in the name of the Local Union. I agree that this authorization cannot be revoked by me until the termination of the Labor Agreement or until the expiration of one year from the date of this authorization, whichever occurs sooner, and I further agree that this authorization shall thereafter remain in force until further written notice from me to the Company.

In addition, I voluntarily assign to the Local Union from the wages due me from the Company on the first payday after this authorization becomes effective, the sum of $_____ on account of initiation fees or back dues; and I authorize and direct the Company to deduct such amount from my said wages and similarly to pay the same to the Local Union.

_____ (Signature of Employee)

_____ (Clock Number)

I hereby certify to the Company above named that the above authorization was signed in my presence by

_____ (Print name of employee)

and that until and unless I notify you in writing of any change, the regular Union dues payable by the said employee are $_____ per month.

Financial Secretary, Local No. 5 or
other authorized representative

The 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 therefore 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 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 more often.

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 Union agrees the Company shall be saved harmless with respect to all deductions made and paid to its Local Union in accordance with the provisions of this Section.

SECTION 5 - SPECIAL WORKING CONDITIONS

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 Camas Mill.

SECTION 6 - NO INTERRUPTION OF WORK

It is agreed there shall be no strike, walkout, refusal to report for work, or other interruption of work by the Association of Western Pulp and Paper Workers, the Local Union, or any employee during the period of this Agreement. It is agreed there shall be no lockouts by the Company during the period of this Agreement.

In the event that in violation of the provisions of the preceding paragraph a strike, walkout, refusal to report for work, or other interruption of work shall occur in the mill, neither the Association of Western Pulp and Paper Workers nor the Local Union shall be subject to financial liability for such violation provided that the Association of Western Pulp and Paper Workers 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 Company be subject to immediate discharge or other disciplinary action.

A refusal to report for work as used in this Section 6 applies only to a refusal arising out of or related to a labor dispute.

SECTION 7 - HOLIDAYS

1. There shall be fourteen (14) holidays each year as follows:

Designation	Length (Hours)	Starting Time	Ending Time
July 3	24	8 a.m. July 3	8 a.m. July 4
Independence Day	24	8 a.m. July 4	8 a.m. July 5
Labor Day	24	8 a.m. Monday	8 a.m. Tuesday
Thanksgiving Day	24	8 a.m. Thanksgiving	8 a.m. Day after Thanksgiving
Day after Thanksgiving	24	8 a.m. Day after Thanksgiving	8 a.m. Saturday
Day before Christmas	24	8 a.m. Dec. 24	8 a.m. Dec. 25
Christmas Day	24	8 a.m. Dec. 25	8 a.m. Dec. 26
New Year's Day	24	8 a.m. Jan. 1	8 a.m. Jan. 2
Memorial Day	24	8 a.m. Monday	8 a.m. Tuesday
Floating Holidays (5)	24	8 a.m.	8 a.m. Day after

In administering Section 7 - Holidays, the parties mutually agree to administer coverage for 7/3, 7/4, 12/24 and/or 12/25 according to the following:

Employees who are scheduled to work on 7/3, 7/4, 12/24, and/or 12/25 and desire to be off, may obtain, on their own initiative, a qualified relief - from a list of volunteers - in accordance with customary business unit scheduling practices, and subject to Team Leader approval. This relief must be obtained and approved prior to the holiday. No personal floating holidays will be taken during July 3 and 4, Thanksgiving Day, December 24 and 25.

It is further agreed the parties may change this procedure during the term of the agreement if by mutual agreement it is deemed necessary.

2. Employee Personal Floating Holidays
   A. There shall be granted annually five (5) Personal Floating Holidays with pay to each employee, such special holiday to be taken on a date mutually agreeable to the employee and the Company, during the year March 15th to March 15th, so that there will be no loss of production.

The Company does not intend to work an employee on any day which is a floating holiday for that employee.

B. For each Personal Floating Holiday, an employee will be granted eight (8) hours pay in accordance with Paragraph 4.(a) of this Section subject to the following:
   (1) The qualifications for the Personal Floating Holiday will be as defined in subsection 4(a), (b), and (c) of this Section, except that terminating employees need not work the day following the Personal Floating Holiday.
   (2) When the holiday is requested in writing ten (10) days in advance, the payment of overtime shall not be a factor in the granting of a Personal Floating Holiday.

3. In each business unit of the mill the time of ending of each holiday specified in paragraph 1 above shall be varied from the 8 a.m. above prescribed whenever necessary to coincide with the time nearest 8 a.m. which is the regular starting time for the day shift in such business unit; and in 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 Company and the Union Standing Committees.

4. Subject to compliance with all of the conditions set forth below, an employee who is on the payroll of the company on any one of the holidays listed in paragraph 1 of this Section will be granted eight (8) hours holiday pay plus such additional compensation to which he is entitled under other Sections of the Agreement.
   (a) Holiday Pay for time not worked will be computed at the higher of:
      (1) The straight-time rate of the job to which the employee is assigned on the date the holiday occurs, or at the straight-time rate of the job to which he is assigned on his last shift just preceding the holiday in those cases where he is not scheduled to work on the holiday, 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 effective date of the last general wage increase preceding the holiday. Said average rate (1) for an employee who worked at the same job rate during the entire prior contract year is that job rate, and (2) 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.

- if the employee has accepted extra work during the shutdown of his job, business unit or mill which does not exceed seven (7) consecutive days' duration just prior to the holiday and which shutdown extends into the holiday, he will receive his holiday pay for time not worked at the rate of the job to which he was assigned on the last day just preceding such shutdown or at the rate of the job on which he works during the shutdown, or the weighted average rate, whichever is higher.

(b) 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, however, that the 260 hours requirement shall be modified in the following situations:

(1) After first qualifying for holiday pay under 4(b) above an employee subsequently laid off due to curtailment or lack of work shall be eligible for pay for holidays falling within the 90 calendar day period immediately following such layoff; provided, however, that such laid off employee will not be paid until he has actively returned to work. When such employee returns to work he will be considered to have met the requirements of paragraph 4(b) above for subsequent holidays.

(2) Any employee whose failure to work the 260 hours resulted from a sick leave approved by Management or by an industrial injury recognized by the Workmen's Compensation Board shall be deemed to have met the requirement.

(3) In the case of a returned serviceman who has returned to work prior to a holiday, and who otherwise qualifies for holiday pay, the company will waive the requirement of working 260 hours in the ninety (90) days just prior to the holiday.

(4) Hours spent on authorized paid vacation limited to eight (8) hours per day and forty (40) hours per week will be counted toward the 260 hour qualifying requirement.

(5) Hours credited under subparagraph (b) of paragraph 4 of Section IV of Exhibit A shall be counted as hours worked for the purpose of qualifying for holiday pay.

(6) An employee who has once qualified for holiday pay under 4(b) above and who was on leave of absence under provisions of Section 35A and who has returned to work prior to a holiday will be considered to have met the requirements of paragraph 4(b) above as to that holiday.

(c) 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 the Company 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 or days off agreed upon between employees and approved in advance by the Company results in a temporary change of the scheduled work day before or 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 the Company's attention within a reasonable time and the Company 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 the Company. Failure to grant approval will not be subject to the grievance procedure, but the Union Standing Committee may discuss with the Company

any action which appears to it to be discriminatory.

(d) Each employee shall have the option of receiving pay in lieu of one or all floating holidays. If the floating holiday has been scheduled, the request for pay in lieu of the holiday must be submitted in writing at least ten (10) days in advance of the scheduled floating holiday. Pay in lieu of a floating holiday will be eight (8) hours pay at the employee's regular straight-time hourly rate.

5. It is understood and agreed, however, that an employee shall not receive the holiday pay provided above in Paragraph 4 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 the Company, prevents his working on such a holiday.
6. Notwithstanding any other provision of this section, it is agreed that an employee who is unable to work by reason of injury or sickness will not receive holiday pay for any holiday occurring more than 12 months after the last date worked.

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

1. Both parties to this Agreement are committed to maintain the principle of a basic work week of forty (40) hours in this 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.
2. The employee's work week will normally be five days insofar as it is practicable to schedule the normal 40-hour week in a period of five days.
3. Employees are not guaranteed any number of hours of work in any week.
4. No employee shall work in excess of 16 hours in a day or 16 consecutive hours. For the purpose of this paragraph the hour beyond which an employee shall not work shall be arrived at by including all meal periods, except that where employees on an established production shift have a regular period off work for a meal, such meal period will be excluded when computing the hour beyond which such employee shall not work.
5. An employee shall not be required to work more than one (1) double shift in any one week unless the additional double shifts are necessary because of absenteeism and other quali-

fied employees are not available through normal replacement procedures or maintenance work is necessary because of equipment breakdown or because of emergency conditions. No employee shall be required to work double shifts on two (2) consecutive days.

6. With respect to Mechanics, Helpers and Helper Pool Laborers whose normal assignments are to the day shift and whose work week would be reduced to below forty (40) hours because of the necessity of being scheduled for work on a night shift during the work week, insofar as it is possible to use the mechanic for an additional day's work so that he will have as nearly a full week's work as possible, that will be done. It is not the intention of the Company to have any employee working at a time when there isn't sufficient work for him to perform.

   However, if an additional day's work is provided under this subparagraph 6 and such additional day is a designated or scheduled day off for the employee, the provisions of Section 13, paragraphs 2 and 3, Call Time, will not be applicable.

SECTION 10 - DEFINITIONS

Whenever 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 Company employed in the Camas 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 temporary, part-time, 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.

(d) The word DAY means a period of twenty-four (24) hours beginning at 8 a.m. or at the regular hour of changing shifts nearest to 8 a.m.

(e) The word WEEK means a period of seven consecutive days beginning at 8 a.m. Monday or at the regular hour for changing shifts nearest to 8 a.m. on Monday.

(f) The word MILL means the entire Camas manufacturing fa-

cility and other process connected facilities utilizing employees under the Camas Division such as exists at present, but not limited to.

(g) The words LOCAL UNION mean Local Union No. 5 of the Association of Western Pulp and Paper Workers in which employees of the Company are members and which shall act as the representative of the Association of Western Pulp and Paper Workers in the performance of those provisions of this Agreement which provide for action of a Local Union.

(h) The words UNION STANDING COMMITTEE mean a committee elected 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 OF EMPLOYEES' WORKING TIME AND DAYS OFF

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

1. 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; and the foregoing shall also apply to an employee other than a regular employee while he is working on an established work schedule during which time he will assume the schedule of the job to which assigned for the period of the assignment. 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. An employee who is scheduled to work on a weekly schedule which does not provide for consecutive calendar days off shall receive a penalty payment by the Company of twenty (20) cents per hour for all hours worked during that weekly schedule. Sunday and Monday are considered to be consecutive days off for purposes of applying this paragraph. This penalty does not apply where non-consecutive days off result due to an employee's request.

   DESIGNATED DAY OFF means the second day off in a week when applied to an employee who has two assigned days off in the 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.

2. 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.

3. The Company will not, solely for the purpose of avoiding the payment of overtime, change the day or days off of an employee in a week in which a holiday specified in Section 7 occurs.
4. 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 work days in the same week solely for the purpose of limiting his hours of work to forty (40).
5. In cases where an employee is temporarily off work because of a shutdown of his job, business unit, or plant extending for not less than forty-eight (48) hours in excess of that normally encountered in the working schedule, the employee's regular schedule of hours per day and days per week, including his starting time, designated day off and scheduled day off shall be deemed to have been voided and shall no longer be in effect.
6. With respect to those employees whose work schedules are such as to make it difficult or impossible to exercise their privilege of voting, the Company will, at the request of the employee, arrange for modification of the employee's schedule of work so as to provide him adequate time in which to vote.
7. When twelve (12) hour shifts are scheduled to fill a temporary vacancy due to a floating holiday, the employee scheduled on the preceding shift shall have his shift extended four (4) hours and the employee scheduled on the following shift shall start his shift four (4) hours before his regular starting time.
8. Advisory Letter Number Nineteen (19) dated 7/31/62 is applicable for the purpose of interpreting this section of the Agreement.

SECTION 12 - ALLOWANCE FOR FAILURE TO PROVIDE WORK

A. In case any employee reports for work having been scheduled or ordered to report for such work, unless notified not to report before leaving home for work, and then no work is provided, he shall receive an allowance of two (2) hours pay at his straight-time rate for so reporting.
B. Notwithstanding paragraph A above, in case any employee is scheduled or ordered to report for work on his assigned day or days off and he is subsequently notified not to report less than thirty-six (36) hours prior to the start of such work, he shall receive an allowance of two (2) hours pay at his

straight-time rate.

C. In case any employee has commenced work on his regularly scheduled shift, he shall receive a minimum of four (4) hours pay at his straight-time rate.
D. If an employee is sent home during his scheduled shift with instructions to return later and his return is canceled so that he works less than the eight (8) hours he was scheduled to work, he will be paid as though he had worked eight (8) hours at his regular straight-time rate.

SECTION 13 - CALL TIME

The fundamental purpose of Call Time is a form of penalty adopted first to discourage and limit to a minimum certain conditions of work schedules which result in an unusual inconvenience to an employee or an extra trip to the plant, and second, to compensate an employee for the unusual inconvenience or extra trip when the condition is not avoided. All Call Time questions are to be determined in the light of the foregoing principles.

Regular hourly-paid employees will be paid three (3) 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 the Company, an employee works on a floating holiday as defined in Section 7. Call Time is payable for each separate or distinct shift worked on a Floating Holiday, wherein any of the shift hours fall within the defined holiday period.
2. Call Time will be paid if, in accordance with instructions from the Company, 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 two (2) 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 the Company, an employee works on his 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 his 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 sched-

uled day off for a period not to exceed two (2) hours, no Call Time is payable.

4. Call Time will be paid, if in accordance with instructions from the Company, 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 (1) 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.

   It is intended to require the payment of Call Time regardless of whether the employee reports for the separate and additional period of work in the same day, (1) before he reports for his regular shift, or (2) after he punches out from his regular shift, provided it is actually a separate period of work apart from his regular shift and does not extend into or out of his regular shift.
5. Call time will be paid if, in accordance with instructions from the Company, 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.
6. Call Time is payable for work on a Designated Day Off even when such work is at the employee's request. It is understood, however, that when an employee's Designated Day Off is traded for another day off in the same week at his request and for his own convenience, with the Company's consent but not at the Company's request, no Call Time is payable, and such a change in day off, made at the employee's re-

quest, is not to be considered a transfer initiated by the Company as outlined in subparagraph 2 of Section 11.

7. Call time will be paid if a tour worker is called back to work again after he has been properly relieved and left his work area.

   Call time will be paid if a day worker is called back to work again after his pay has stopped. Such Call Time allowance will not be payable to an employee who is notified prior to being properly relieved, or prior to the time his pay stops as the case may be, that he is to continue working beyond the shift.

8. Certain privileges, such as working on an employee's scheduled day off; trading shifts, or reporting for work at an earlier or later starting time than that established, are often requested by employees for their own convenience. The Company grants those privileges when approved by the employee's foreman. The Call Time provisions are not intended to prevent or affect that practice and as those practices are for the employee's convenience, Call Time is not payable in such cases.

9. If an employee is temporarily off work because of a shut down of his job, business unit, or plant extending for not less than forty-eight (48) hours in excess of that normally encountered in the working schedule, the employee's regular schedule of hours per day and days per week, including his starting time, designated day off and scheduled day off, shall be deemed to have been voided and shall no longer be in effect. Call Time shall not be payable for any assignments to extra work during the shutdown period or for assignments in connection with the resumption of operation on the job.

10. An additional Call Time will be paid if in accordance with instructions from management, a mechanic or machine adjuster who has been called to work on an emergency job(s) is assigned to work on additional unrelated job(s) during the same emergency call-in period. In no case shall more than two (2) Call Time payments be made for one such period of work. This paragraph does not apply to Call-ins for normal shift replacement.

11. It is agreed that the starting time of an employee's work may be changed at any time by the Company.

    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 except as provided in numbered paragraph 1 and 10 of this Section nor will Call Time be added to or paid in lieu of allowance payable under Section 12 or Section 14.

    An employee other than a regular employee who has been assigned an established work schedule will receive the ben-

efits of this Section during the period of such assignment.

Adequate notification procedures will be maintained in each business unit.

SECTION 14 - ALLOWANCES FOR FOURDRINIER WIRES AND/OR PICKUP FELTS

Paper Machine hands called to put on a Fourdrinier wire and/or pickup felt 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 three (3) hours but not less than a total of four (4) hours on any one wire and/or pickup felt.

All machine washup done preparatory to and in conjunction with putting on such Fourdrinier wire and/or pickup felt shall be construed as wire time and/or pickup felt time and paid for as such.

If Paper Machine hands are called to put on a fourdrinier wire and/or pickup felt before their shift is scheduled to begin and work through into their regular shift, they shall be paid for the time worked plus three (3) hours. If Paper Machine hands are asked to remain after their shift is scheduled to end to put on a Fourdrinier wire and/or pickup felt, they shall be paid for the time worked plus three (3) hours. The above shall also apply to Paper Machine hands when working on machines other than their own.

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

Paper Machine hands asked to assist to put on Fourdrinier wire and/or pickup felt on a machine other than their own during their regular shift shall receive three (3) hours extra time but in no case shall more than three (3) hours extra time be allowed.

Paper Machine hands assigned to put on a Fourdrinier wire and/or pickup felt, install a Stevens Former Cylinder or a cylinder machine bottom felt on their own machine during their regular shift shall be paid for the time worked plus two (2) hours, but in no case shall more than two (2) hours be allowed.

In addition to the premium set forth above, such employees who are called back to the plant while off shift for the purpose set forth in this Section shall receive an additional payment of three (3) hours at their straight time rate and shall be limited to one such payment per call back.

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.

If an employee as provided in this Section is required to work on both a Fourdrinier wire and pickup felt in the same work period, only one allowance shall be provided.

However, if an employee changes a Fourdrinier wire and/or a

pickup felt on his regular shift, and another wire and/or felt on overtime within the same work period, he will qualify for two allowances.

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 team leader. He shall then remain at his post until a substitute is secured and, if necessary, he shall work an extra shift. However, the team leader will make a diligent effort to provide relief. It is the duty of a tour worker to report for his regular shift, unless he has already arranged with his team leader for a leave-of-absence. If unavoidably prevented from reporting, he must give notice to the clockroom attendant at least four (4) hours before his tour goes on duty.

SECTION 16 - STARTING AND STOPPING WORK OF DAY WORKERS

1. 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 12:30 p.m. to 4:30 p.m., he shall be at his post ready to work at 8 a.m. and 12:30 p.m. and shall not quit work until 12 noon and 4:30 p.m.
2. For purposes of interpreting paragraph 1 above, ready to begin work shall mean that the employee is to be at the place where he normally is required to start his day's work. For example:

   A Machinist, to be ready to begin work, means that he should be in the machine shop ready to go to work where his tools and clothing are located.

   If a Millwright happens not to be in his shop, but has left his tool chest on a job, and it is located a thousand or two thousand feet away from the normal headquarters of the mill, then that is where he should be ready for work.

   If an employee is working in a converting plant, he should be at his machine, ready to start the machine at eight o'clock in the morning, if that is the time when his shift starts.

   If his work is in the Woodmill, then he should be at the Woodmill, ready to start preparing wood at eight o'clock in

the morning, if that is when the work begins.

SECTION 17 - DISCIPLINE

Disciplinary discharge or suspension of an employee shall be based on just and sufficient cause with full explanation given to the employee in writing.

Reprimands shall be removed from an employee's record at the end of one (1) year provided no further reprimands are issued in the one year period. Offenses for which an employee received a suspension shall be removed from an employee's work record at the end of two (2) years provided that the employee received no further suspension in that two year period. When reprimands or records of offenses are removed from an employee's work record, such reprimands or records of offenses will be given to the employee.

The Chairman of the Union Standing Committee will be advised of any meetings with the employee at which disciplinary suspension (as differentiated from immediate suspension) or discharge is being considered by the Company and a member of the Union Standing Committee and an area Shop Steward will both have the opportunity to attend such meetings.

SECTION 18 - BULLETIN BOARDS

The Company shall supply adequate enclosed official bulletin boards for the use of the Local Union in posting of officially signed bulletins.

SECTION 19 - SAFETY

In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Company to protect the safety of its employees and insure compliance by them with the safety rules herein. Neither this provision, nor any other provision in this Agreement, will be the basis of liability of any employee or the Union to any employees in the event that injury or accident occurs.

The Union and the Company will cooperate in promoting safe working practices and conditions in the mill. The following will constitute the minimum requirement:

1. Team Leaders are to confine their instructions and procedures within the generally accepted standards of safe practices.
2. The Company and its employees are to comply with all State and Federal safety laws and will likewise comply with safety rules established from time-to-time by the Company.

3. The Company shall establish a Central Safety Committee composed of not less than five members from the Union and not less than five members from the Company. The Union representatives shall be selected by the Union. The duties of this committee shall include:
   (a) Review and recommend mill-wide and business unit safety rules. Mill-wide safety rules will be established or changed after consultation with the Central Safety Committee.
   (b) Review accident investigations for the purpose of improving mill safety performance.
   (c) Review legal and contractual safety requirements and recommend necessary changes to insure compliance.
   (d) Review and recommend mill-wide and business unit inspection procedures. It is agreed that all business units will be inspected at least monthly. Reports by inspection committees, including conditions found and corrections made, shall be presented at business unit safety meetings.
   (e) Review all accident investigation reports. At least one representative of the committee from the Union and one from the Company shall have the right to participate in the investigation of recordable injuries.
   (f) Consider requests from any employee for accident investigation.
   (g) Recommend and promote mill-wide safety programs.
4. Business Unit safety meetings of not less than one-half hour shall be scheduled twelve times yearly in each business unit at times which will allow attendance of all available employees.
5. All team leaders shall be required to have up-to-date First Aid cards certifying completion of a standard First Aid course taught by a certified instructor. In addition, the Company will offer annually to all employees and their families a standard 10-hour First Aid course to be taken voluntarily on the employee's own time.
6. An employee who incurs an industrial injury shall be entitled, upon request, to a copy of the Accident Investigation Report covering his injury at the time such form is completed.

SECTION 20 - SENIORITY

This Section 20 shall determine the extent of application of an employee's length of service in those situations in which seniority is a factor, namely promotions, demotions, transfers, layoffs and recalls.

A. DEFINITIONS

For the purpose of this Section 20 and ground rules established hereunder, the following definitions apply:

1. MILL means the entire manufacturing facility of Fort James Corporation at Camas, Washington, in which the employees are covered by this Agreement.
2. BUSINESS UNIT means a section of the mill.
3. PROGRESSION LADDER means a series of reasonably related jobs placed in a ladder according to their rates in a business unit in the mill.
4. JOB OPENING means an opening which the Company decides must be filled.
5. MILL SENIORITY means the length of continuous service of an employee from the most recent date of hire.
6. BUSINESS UNIT, PROGRESSION LADDER AND JOB SENIORITY mean the length of service in the business unit, progression ladder or job.
7. PROMOTION means the movement of an employee from any rung on a progression ladder to a higher rung on that same ladder or the movement of an employee from any job to a job opening not on a ladder which pays a higher straight-time hourly rate.
8. DEMOTION means the movement of an employee from a higher rung on a progression ladder to any lower rung on that same ladder and also means the movement of an employee from the bottom rung of a ladder, or from any job not on a ladder, to the Extra Board/Layoff Pool.
9. TRANSFER means the movement of an employee from any job to a job opening which is not a promotion or demotion.
10. LAYOFF means the movement of an employee from any job to unemployed status.
11. RECALL means the return to work of an employee who has been unemployed but who has not lost seniority.
12. QUALIFIED means the ability of an employee to satisfactorily discharge the duties and responsibilities of the job involved.
13. A LAYOFF POOL means a pool comprised of base rate jobs plus any other jobs designated in Exhibit E-1, Layoff Pool Procedures, for the purpose of permitting qualified senior employees, who otherwise would be laid off from work, to exercise their seniority.
14. EXTRA BOARD EMPLOYEE - An employee, as set forth in Exhibit E-2, Extra Board Procedures, who is available for the specific purposes of performing extra work and/or providing relief for absences as needed, and who has not been classified as a regular business unit employee.
15. BUSINESS UNIT EMPLOYEE - An employee who has

been accepted for regular business unit status in accordance with Section B of Exhibit E, or mill wide bid. He may be an employee filling a permanent position or one regularly employed in a utility capacity in the business unit. If he has not been assigned to a regular job, his regular job in any week will be the job for which he is scheduled for the week.

16. EXTRA WORK - Job openings on the bottom of the business unit progression ladders or other beginning business unit jobs caused by the absence of regular employees or by a temporary need for additional help.
17. JOB POSTING - The posting of a notice as a means of communications announcing the fact that a job opening exists.
18. JOB BID - A written request to be considered for appointment to a particular job opening.
19. FREEZE - The process which allows, within the progression ladder, a junior employee in seniority to go around a senior employee thereby establishing the junior employee as senior in that ladder for the purpose of promotion only.
20. List of "Business Units" for Seniority Consideration:

Consumer Products	Communication Papers
Fiber Processing	Utility Support
Business Technology	Specialty Chemicals
Purchasing/Stores	Fire System

Engineering/Maintenance Services

B. GUIDELINES

1. Seniority Ground Rules, which shall be deemed part of this contract, may be established, modified, or eliminated as set forth in Exhibit E and in Individual Business Unit Seniority Ground Rules. This paragraph does not apply to paragraph B-11. Seniority Ground Rules shall be reviewed annually.
2. Notwithstanding any other provisions of this Agreement all employees will be considered as probationary employees for the first 70 days of their continuous employment, beginning with the date they first begin work. The Union may represent probationary employees with respect to all portions of this Agreement, except that a discharge of a probationary employee during his probationary period will be reviewed by the Company and Union Standing Committees, but shall not be subject to the grievance procedure until the 31st day, at which time Section 30 (excluding arbitration) will apply, for the remainder of their probationary period. The probationary period may be extended by mutual agreement of the Parties. At the completion of the probationary period, the employee shall have

seniority dating from the date of hire.

3. Any regular employee having 12 months or more of mill seniority who is to be laid off from a business unit due to curtailment, shutdown or reduction in force for two consecutive weeks or more will be eligible to use the provisions of the Layoff Pool as outlined in Exhibit E-1, if in effect.
4. Whenever a permanent vacancy occurs on the bottom rung of a progression ladder in a business unit having blue-slipped labor resource pool employees, the most senior qualified labor resource pool employee will be entitled to the opening. When a temporary vacancy occurs, the most senior qualified employee on-shift will be entitled to the opening.

   It is understood that labor resource pool employees will be assigned to a home shift. However, there will be cases where cross-shift moves will occur among labor resource pool employees.
5. If two or more employees have an identical business unit seniority date, business unit seniority will be established on the basis of mill seniority. If mill seniority is identical, business unit seniority will be established on the basis of alphabetical order.
6. Permanent job openings shall be filled by the most senior qualified employee then on the rung next below the rung that is to be filled.

   Except for employees blue-slipped to a rung on a progression ladder that is below a branch in that ladder, temporary vacancies anticipated to be greater than four consecutive weeks shall be filled by the most senior qualified employee then on the rung next below the rung that is to be filled. Temporary vacancies anticipated to be less than or equal to four weeks, will be filled with on shift promotion, where possible, by the most senior qualified employee then on the rung next below the rung that is to be filled. When more than one employee's vacations, illnesses, trainings, etc. creates a vacancy of greater than four consecutive weeks on any rung of a progression ladder, this does not require a senior move for the purposes above.

   Job openings will be filled on a straight-time basis whenever possible. Whenever overtime work is required, the Company will make a diligent effort to assign it to an employee(s) from the job classifications in which the need for the overtime work occurred.
7. Business Unit seniority can be held in only one business unit at a time.
8. Mill seniority will be subordinate to business unit senior-

ity except as provided in Exhibit E-1, Layoff Pool Procedures.

9. An employee's seniority shall be limited to the length of his continuous service in the job, business unit or mill, as the case may be, except that time spent on a layoff and/or bona fide sickness and/or leave of absence from the job, business unit or mill, shall not affect his seniority or continuous service except as may be provided in this Agreement.
10. Demotions resulting from shut-down or reduction in force will be made in reverse order of promotion on the basis of progression ladder seniority, or as specified in business unit seniority groundrules. Layoff from the Business Unit will occur after assignments to the Intra-Business Unit Bump Pool Jobs are made (based on Mill Seniority). Curtailed employees not assigned to an Intra-Business Unit Bump Pool job will be laid off from the Business Unit, based on Mill Seniority.
11. The parties agree that the Company shall have the right to establish new progression ladders or change or eliminate existing progression ladders. The changes will be discussed with the Standing Committee who shall have not less than 30 days for consideration before the changes are effective. This requirement for consultation shall not be construed to require mutual agreement. However, any employee adversely affected by such action by the Company has the right to pursue a grievance pursuant to all of the provisions in paragraph 12, but if it reaches the arbitration stage the arbitrator's decision shall not establish, change or eliminate any progression ladder.
12. Any dispute, arising out of the claim that an employee's job rights based on his seniority have been adversely affected by the Company's application of governing seniority ground rule(s) (or in the absence thereof, this Section 20), may be processed through the entire grievance procedure. Should the dispute reach the arbitration stage, the arbitrator's decision shall be limited to (1) directing the placement of an employee on a job giving effect to his seniority and qualifications and (2) if back pay is an issue, and the arbitrator orders payment thereof, it shall not be retroactive to a date earlier than the date the grievance was first presented as a formal grievance in accordance with Section 29.
13. Present written business unit seniority ground rules will be in effect until changed by mutual agreement by the Company and Union Standing Committees, and signed by the chairmen of both committees.

14. Each business unit shall post a current seniority list at least once every three months. The seniority list will include the current blue slipped job title of each employee.
15. In the event the Company consolidates business units, the Union and Company Standing Committees will attempt to reach an equitable solution regarding the business unit seniority status of the affected employees. In the event the Union and the Company cannot reach mutual agreement, the Company shall proceed with the consolidation. However, an employee(s) who believes his seniority to be adversely affected has the right to pursue a grievance pursuant to all the provisions in Paragraph 12, but, if it reaches the arbitration stage, the arbitrator's decision shall not establish, change or eliminate any business unit or any job or progression ladder therein.
16. Within the Process Business Units, job classifications are identified as a job exchange rung where employees will be required to understand associated manufacturing steps within their core business before being eligible for permanent promotions.

    In the event that an employee has not been given the opportunity for operator exchange prior to a permanent opening for which he would otherwise be qualified, he will not be denied such promotions.

C. SUPPLEMENTARY PROVISIONS

1. The seniority right of Mechanics and Apprentices, and of applicants for Apprentices positions in mechanical crews, and the obligations of the Company with respect thereto are set forth as a part of the Mechanics' Package in effect as of the date of execution of this Agreement. The parties agree (1) that this Section 20 including Exhibits E, E-1, E-2 and Exhibit F does not nullify the seniority provisions of the Mechanics' Package relating to the application of seniority and (2) employees subject to the Mechanics' Package shall have all of the rights specified in this Section 20 including Exhibits E, E-1, E-2 and Exhibit F to the extent such rights are consistent with the Mechanics' Package.
2. Status of Laid-Off or Terminated Employees - Not with standing the foregoing provisions of this Section 20, including Exhibits E, E-1, E-2 and Exhibit F, any employee who, due to no fault on his part, is without work and who either (1) is being carried on the payroll in laid-off status, or (2) is on leave of absence, or (3) has been terminated, as the case may be, shall have the rights and be subject to the conditions set forth below .
   (a) Any employee who has been on the payroll of the

mill for less than one (1) year of continuous employment and who is terminated due to no fault on his part shall incur no loss of credit for length of service *for the purpose of any benefit under this Agreement*, if such employee is rehired in the Camas Mill within sixty (60) days after date of such termination.

(b) Any employee who has been on the payroll of the mill for one (1) or more years of continuous employment, and who, due to no fault on his part, is without work will not be terminated for a period of at least six (6) months after date of last layoff. However, should he fail to contact the Human Resources Department within one (1) week or fail to report to work within two (2) weeks after the date of certification or registration of a letter mailed to his address last reported to and received by the mill, he will thereupon be terminated.

(c) In any case where an employee is absent from work because of physical disability the employee's rights to any benefit under the agreement will be maintained for a period of two (2) years, unless any competent medical authority advises that such employee *is deemed permanently disabled to the point where* employment should not be resumed. At the end of the two years of disability, or when competent medical authority advises that the employee is deemed totally disabled to the point where employment should not be resumed, whichever should occur first, the Company will take no action to terminate the disabled employee without prior consultation with the Union Standing Committee at least 30 calendar days prior to the anticipated date of such termination. In the case of permanent disability, the termination date may be extended by mutual agreement between the Company and the Union. In any case where employment is held open beyond two years, such employee will not accumulate seniority during such extension beyond two years.

(d) During the layoff or leave of absence period, provided for herein, the employee's right to his job will be maintained; he will receive vacation pay if qualified under Section 24; will receive holiday pay if qualified under Section 7; and will be eligible for such Health and Welfare coverages as are available to him under the Group Insurance Plan in effect during his absence.

(e) An employee who retires under the Retirement Plan

provisions for Total and Permanent Disability Retirement may apply for reinstatement to active employment. If competent medical authority determines that the participant is no longer totally and permanently disabled, such participant shall be returned to his former job if he is capable of performing that job. If such participant is not capable of performing his former job at the time of his return to active employment, or at some later date, he will be placed in a suitable job, and shall be allowed to displace junior employees (mill seniority) for this purpose. The participant's mill seniority at the time of retirement shall be restored and his business unit and ladder seniority shall be restored to the extent agreed upon by the Company and the Union Standing Committees. Such employees shall be eligible for Group Insurance coverage, including Dental and Vision coverage, starting with the date of reinstatement to active employment, and shall be subject to the "Years of Service" provisions of the Retirement Plan with respect to his break in service.

All benefits of retired status, including retirement income, death benefit and group insurance coverages, shall cease as of the date of reinstatement to active employment.

3. Whenever the Company has made plans for the permanent reduction of the work force or changes which materially affect job and progression ladders, advance notice and consultation will be held with the Union Standing Committee.
4. The parties agree to utilize this section for any permanent reductions. To accommodate these reductions, the parties agree to the following:
   (a) The Company will give the Union advance notification of the date of the anticipated shutdown of affected equipment within the business unit and of the Company's desire to open discussions of personnel reassignments.
   (b) Consultations will be held between the Union and the Company in an effort to reach a comprehensive, written and signed agreement covering all permanent job reassignments within the business unit made necessary by such changes.
   (c) In agreeing upon such reassignments, the parties will be guided by considerations of business unit and mill seniority, rate of pay, qualifications, and training requirements.

(d) Arrangements shall be made to place any permanently displaced employee with one or more years of mill seniority in a suitable job. If no suitable job is available, such employee will displace junior employees (mill seniority) in the Mill. In no case shall such senior employee remain on lay-off more than one (1) week while a junior employee remains working on a job which is a suitable job for the senior employee to perform if the senior employee is qualified or can become qualified within a three (3) week training period to fill that job. This provision will not apply to normal layoffs.

(e) If the parties cannot agree upon such a comprehensive, written, and signed agreement within thirty *days of the Company's notificaiton to the Union* (Paragraph (a), above) the job reassignments will be made in accordance with the Labor Agreement and applicable ground rules. This thirty day time limit may be extended by mutual agreement.

5. In instances where an employee is required to move to another area for reasons of health, the company will endeavor to assist such individual in obtaining employment at another mill division of the Company.

SECTION 21 - SUPPLEMENTAL AGREEMENT

The Supplemental Agreement set forth in Exhibit F will be in full force and effect during the term of this Agreement.

SECTION 22 - SUPERVISION

It is recognized that the duties of supervision excluded from the terms of the Agreement are not the same as those performed by employees in the bargaining unit. Therefore, supervision will not perform any operational and maintenance work normally performed by hourly paid employees except where the work:

1. Is performed to assist or instruct an employee who does not have sufficient training, experience or skill to maintain continuity of operation.
2. Is performed during fire, flood, or other form of catastrophe or where immediate action is required for the protection of life or property.

SECTION 23 - MEALS

A. An employee shall be entitled to a meal, which shall be hot, at a usual meal time by and at the expense of the employer if

the employee:

1. Is required to work 10 hours and elects to eat his meal before the end of the work period.
2. Is required to work 9 1/2 hours but elects to work through and eat his meal after the work period.
3. Is notified to report for work with less than one hour prior notice and is required to work four (4) consecutive hours.
4. Notwithstanding the above, a notice to report for work which is given between 11:00 p.m. and 7:00 a.m. will be considered to have been given with less than one (1) hours notice when applying the provisions of this Section.

Unpaid meal periods will not be computed as hours worked but will not constitute a break of consecutive hours for purposes of this Section.

B. An employee shall be entitled to an additional meal which shall be hot and shall be furnished at a usual meal time by and at the expense of the Company to an employee qualifying for the benefit of A-1 above for each additional four (4) consecutive hours worked beyond ten (10) hours, and to an employee qualifying for the benefit of A-3 above if he is required to work for eight (8) consecutive hours; provided that an Extra Board employee shall not be entitled to the benefit of A-3 above unless he then has an established work schedule.

C. When an employee who is not a tour worker is required to work through all or part of his lunch period, he will not be sent home before the end of his scheduled shift solely to avoid the payment of overtime.

D. Except when necessary for protection of life or property, an employee who is not a tour worker will not have his lunch period changed to a time more than one hour before or one hour later than the period provided in his work schedule. In case he works more than one hour beyond the start of his scheduled mid-shift lunch period, he will be allowed a reasonable time, not to exceed one-half hour, to eat lunch without loss of pay. Such period will start not earlier than three and end not later than six hours after the start of his shift.

E. Any employee having begun his unpaid normal or assigned lunch period will have the entire lunch period counted as time worked in computing the total hours worked for the day when requested by his team leader to work during any portion of that lunch period.

F. If an employee elects to have a hot meal on site, he may receive a voucher from the Team Leader exchangeable for expanded vending services available within the Mill. All other meal allowances will be credited directly to the employee's next appropriate payroll check.

G. During the term of this Labor Agreement, the parties may

jointly agree to changes in the administration of meals. Authority for the Company and Union to agree to such during this term is hereby expressly provided.

SECTION 24 - VACATIONS

1. 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 Company on said June 1 and either

   (a) 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

   (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 (2) weeks' vacation with pay, subject to the following terms and conditions:

   To be eligible for a two (2) weeks' vacation during the year subsequent to any June 1st the employee must qualify under the conditions set forth above for a one (1) week's vacation and in addition either

   (a) Have been an employee for not less than two (2) years prior to said June 1st, during which the employee worked a minimum of 1,000 hours in each of the two(2) 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 one (1) additional year.

   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 (3) weeks' vacation with pay, subject to the following terms and conditions:

   To be eligible for three (3) weeks' vacation during the year subsequent to any June 1st, the employee must be on the payroll of the 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 five (5) 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 four (4) 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 (4) weeks' 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 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 (10) 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 (9) 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. Employees as defined in this Agreement shall be granted five (5) weeks' vacation with pay, subject to the following terms and conditions:

To be eligible for a five (5) weeks' vacation during the year subsequent to any June 1st, the employee must be on the payroll of the 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 fifteen (15) 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 fourteen (14) 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.

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

To be eligible for six (6) weeks' vacation during the year subsequent to any June 1st, the employee must be on the payroll of the 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 (20) 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 nineteen (19) 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.

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

(b) 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 nonindustrial 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 subparagraphs 2, 3, 4, 5, and 6 of this Section 24. Provided, (1) that time so lost shall be computed at eight (8) hours per day and forty (40) hours per week, and (2) that if the time lost so computed exceeds 520 hours in any contract year, only 520 hours shall be considered as time worked under the provisions of this subparagraph.

(c) Time spent on (1) paid vacation and (2) actual hours lost because of Mill contract negotiations (but limited to eight (8) hours a day and forty (40) hours a week) shall be considered as hours worked for the purpose of qualifying for vacation pay.

(d) Hours credit under subparagraph (b) of paragraph 4 of Section IV of Exhibit A shall be counted as hours worked for the purpose of qualifying for vacations.

(e) When an employee is retiring, he is terminated from the payroll as an employee and as such he is no longer a part of the collective bargaining unit covered by this Labor Agreement. However, the Company agrees that in the case of any employee who is retiring prior to June 1st

pursuant to the Company retirement plan in effect, or at age 65 or later, pursuant to the Social Security Act, and who has fulfilled the requirements of the Agreement as to hours worked within that contract year, the requirement that he be on the payroll on June 1st shall be waived and upon retirement he shall be paid a sum equivalent to vacation pay based on his then current rate, or to the rate to which he was entitled on the preceding June 1st, whichever is higher. Provided, however, that if said retiring employee has not fulfilled the requirement of the Agreement as to hours worked within the contract year, upon retirement he shall be paid a sum which shall be computed on a prorated basis dependent on the number of hours he worked as related to 1,000 hours.

8. It is agreed that any employee who has left the employ of the 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 serviceman immediately following said June 1st, provided satisfactory proof has been furnished to the Company that the employee is serving in the armed forces.
9. Any returning serviceman who -
   (a) was on the payroll of the Company at the time of induction into the armed forces; and
   (b) made application to return to the employ of the Company within ninety (90) days after being relieved from duty in the armed forces; and
   (c) actually performed work for the Company on, or before, the June 1st immediately following his return from the armed forces; and
   (d) had qualified for one (1) weeks' vacation while in the employ of the Company in the eligibility period in which he was inducted; or in the next preceding eligibility period, or whose service with the 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) weeks' 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 (1) weeks' vacation on any of the bases made available to him whose total length of service with the 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 require-

ments of hours worked to that period spent in the armed forces.

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

10. The allotment of vacation time is to be decided by the Company. Notwithstanding paragraph (e) of Section 10, the Company is permitted, but not obligated, to adjust starting days of vacation time for employees, if so requested. Any vacation time over two weeks may be taken, at the employee's option in the form of vacation pay in lieu of time off at a pay allowance of fifty (50) hours for each week.
11. In administering the allotment of vacation time, the Company shall give timely notice to each employee of his proposed allotment and shall then consider in good faith, before making final decision, any change asked for by the employee or the Standing Committee. Such change may be asked for and shall be considered whether it arises from a personal preference for a vacation during a particular part of the contract year or from an announcement by the Company that the vacation time is to be allotted so as to coincide with an announced shutdown.
12. One week of vacation will be continuous, but the Company is not committed to allot two, three, four, or five consecutive weeks of vacation. However, where it is practicable to do so, consecutive weeks of vacation will be allotted.
13. The vacation must be taken within the contract year, that is--it may not be accumulated to be used in the following year.
14. The vacation pay for an employee who qualifies is to be computed in accordance with the number of hours as set forth herein and shall be computed at the higher of:
    (a) The job rate of his regular job as such rate exists on the day his vacation starts, or
    (b) 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 effective date of the last general wage increase preceding the time at which his vacation is taken. Said average rate (1) for an employee who worked at the same job rate during the entire prior contract year is that job rate, and (2) 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.

    Vacation Pay Allowance of fifty (50) hours will be paid for each week of earned vacation subject to all other pro-

visions of this Section 24.

15. An employee who dies while on the payroll prior to June 1st but who prior to death fulfilled the requirements of the Agreement as to hours worked within that contract year, his heir (or heirs) shall, upon proof of entitlement satisfactory to the Company, be paid vacation pay he would have been entitled to at his then current effective rate, or at the rate to which he was entitled on the preceding June 1st, whichever is higher. Provided, however, that if said deceased employee had not fulfilled the requirement of the Agreement as to hours worked within the vacation year, it is agreed that his heir (or heirs) shall be paid a sum which shall be prorated based on the number of hours he worked as related to the number of hours he was required to work to qualify for his vacation. If within six months after the employee's death no application has been made to the Company by any heir (or heirs) or the Company by reasonable effort has been unable to locate such heir (or heirs) the above stated obligation shall thereupon terminate.
16. An employee who leaves the employment of the Company, prior to June 1st in any contract year, except in those instances where the employee is terminated under Section 17, shall be paid vacation pay provided he has met the requirements for such vacation as provided under Section 24 of the Labor Agreement, except being on the payroll June 1st.
17. Employees will not be laid off or terminated solely for the purpose of avoiding vacation payment.

SECTION 25 - JURY DUTY AND SUBPOENAED WITNESS ALLOWANCE

1. Any employee who has completed 30 days or more of continuous employment and who is not a temporary or part-time employee who is required to perform jury duty will be entitled to reimbursement at the straight time hourly rate of his scheduled 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 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, holiday and overtime pay.
3. Similar reimbursement as specified in Paragraphs 1 and 2 will be granted to an employee who necessarily loses time from work because of his appearance in court pursuant to proper subpoena, except when he is either a plaintiff or defendant in the court proceeding.

4. A copy of Jury Duty Allowance Rules may be obtained in the Time Office.

SECTION 26 - FUNERAL LEAVE

1. When death occurs to a member of an employee's immediate family, the employee, at his request, will be granted reasonably necessary time off as a funeral leave of absence for the purpose of attending the funeral. When the employee attends a memorial service in lieu of a funeral, the provisions of this section shall apply. If the employee attends the funeral, he will be compensated at his scheduled 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 any of the first three days immediately following the day of the funeral with the maximum of three (3) days compensation.
2. Members of an employee's immediate family shall be limited to the employee's spouse, Mother, Father, Legal Guardian, Brothers, Sisters, Sons, Daughters, Mother-in-Law, Father-in-Law, Grandparents, Sons-in-Law, Daughters-in-Law, Brothers-in-Law, Sisters-in-Law, Grandchildren, Stepmother, Stepfather, Stepchildren, and the spouse's Grandparents.
3. An employee who is on vacation will be granted funeral leave as outlined above on the basis of the schedule he would have worked had he not been on vacation.
4. Compensable hours under the terms of this Section 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, however, if funeral leave pay is given during a week of vacation no more than 40 hours shall be counted in that week as hours worked for the purpose of computing vacation and holiday pay and computing weekly overtime.
5. An employee who is assigned to the Extra Board will be granted funeral leave as outlined above on the basis of the schedule and rate of pay he otherwise would have worked.

SECTION 27 - GROUP INSURANCE PLAN

The Company shall make available to its employees and their eligible dependents a Group Insurance Plan, pursuant to the terms and conditions of Exhibit B attached hereto and made a part hereof.

SECTION 28 - PENSIONS

1. The changes and improvements in Schedule 85 of the Fort

James Retirement Plan and the effective dates thereof are included in "Exhibit C- Pensions" of this Labor Agreement. All changes and improvements are subject to approval by the United States Internal Revenue Service.

2. A. The benefits provided by the Schedule 85 of the Fort James Retirement Plan shall be in effect up to and including the termination date of the Labor Agreement.
   B. The Company may amend the Fort James Retirement Plan and/or Schedule 85 thereto to the extent necessary to maintain the qualified status of the Plan under Section 401 of the Internal Revenue Code, as the same may be amended from time to time, and to meet the requirements of the Employee Retirement Income Security Act of 1974, including all amendments thereto and appropriate rules and regulations issued thereunder and other legislation affecting such qualified plans. The Company shall promptly notify the Union of any such amendments. In the event amendments are required to comply with the Internal Revenue Code or the Employee Retirement Income Security Act, in no case will any benefit be reduced without pensions having been the subject of negotiations pursuant to the terms of the Labor Agreement.
3. The Company shall promptly furnish the Union and the Local Union(s) the applicable pension report(s) they are entitled to receive under the Employee Retirement Income Security Act.

SECTION 29 - ADJUSTMENT OF GRIEVANCES

All disputes, complaints or grievances of any employee or the Union may be presented through the grievance procedure of this Agreement, and if not thereby settled may be processed to arbitration for a determination of whether the terms of this Agreement have been violated. If a question of arbitrability is raised by either party that question shall be determined first by the arbitrator.

A. This Section shall not be applicable to grievances arising from disciplinary discharge or suspension.
B. Standing Committees shall be maintained in the following manner:
   (1) The Mill Manager shall appoint a Company Standing Committee of three (3) managerial employees of the Mill, plus two alternates, which shall represent the Company.
   (2) The Local Union shall select a Union Standing Committee of three (3) members, plus two alternates, which shall represent the Local Union for the purposes stated in this Agreement. To be eligible for membership on the Union

Standing Committee an employee must have been employed in the Mill for at least one (1) year next preceding his selection.

(3) Either Standing Committee shall have the right to have present at any Standing Committee meetings any individual deemed necessary by it for purposes of advice or consultation.

(4) The Company Standing Committee and the Union Standing Committee have the authority to make the final decision consistent with the terms of this Agreement on matters properly before them. Either party may express reservation that it desires to refer the question under consideration to higher authority.

(5) Accurate minutes of each and every Standing Committee meeting must be kept and must be signed by the chairman of the Company Standing Committee and the chairman of the Union Standing Committee. The minutes shall include statements of positions and conclusions, if any. A copy shall be supplied to the Local Union.

(6) Conclusions reached in Step III shall be prepared and signed by the appropriate parties. A copy shall be supplied to the Local Union.

C. Should there be any dispute, complaint, or grievance of any employee or the Union, herein collectively referred to as grievances, the employee shall work as directed by the Company pending final adjustment of the grievance. Any such grievance shall be deemed to have been waived if not presented as a formal grievance by the employee to supervision within thirty (30) calendar days following either the occurrence out of which the grievance arose or the first date upon which the grievance could reasonably be assumed to have been known to the employee, whichever is later.

STEP I

Such dispute, complaint, or grievance shall first be taken up with his supervision by the employee. In the event the employee desires to submit the matter as a formal grievance he shall present it in writing to the supervision specifying the date of submission. The employee may have the Shop Steward accompany him when he discusses the matter with his supervision.

Supervision must reply in writing to the grievant within five days, excluding Saturdays, Sundays, and Holidays or the grievance may be referred to Step II. A copy of the reply will be supplied to the representing Shop Steward.

If the supervision and the grievant are unable to arrive at a satisfactory settlement, to be timely the grievance must be referred to Step II within fifteen calendar days after the date the

grievance was first presented to the supervision as a formal grievance.

STEP II

Any such grievance shall be submitted in writing by the Union Standing Committee to the Company Standing Committee setting forth the circumstances out of which the grievance arose, and the remedy or correction requested. Subjects which have been presented at Step I but not mentioned in said written submission shall nevertheless be dealt with.

(1) Within ten (10) calendar days after the date of receipt of such written grievance the two committees shall meet.
(2) If the two committees are unable to arrive at a satisfactory settlement within ten (10) calendar days after their initial meeting, to be timely the Union Standing Committee must

STEP III

refer the grievance in writing to the Mill Manager within fifteen (15) calendar days of the expiration of the ten (10) calendar day period in Step II-2.

(1) Within ten (10) calendar days after the date of such written notice, the Mill Manager and/or his representative and the representative(s) of the Local Union shall meet.
(2) If the Mill Manager and/or his representative and the representative(s) of the Local Union are unable to arrive at a satisfactory settlement within ten (10) calendar days after their initial meeting, to be timely the Local Union must

STEP IV

submit the grievance to the arbitrator as provided in Sections 31 and 32 of this Agreement within thirty (30) calendar days after the expiration of the ten (10) calendar day period in Step III-2.

D. The parties in Step II and in Step III may, by mutual agreement in writing, extend the time limit specified in Step II-2 and/or in Step III-2 for a period not to exceed thirty (30) calendar days.
E. However:
   (1) In case of a grievance which affects a group of five (5) or more employees who have the right under this Agreement to present that grievance to their supervision, an official or some other representative appointed by the Local Union shall have the right to take that grievance up directly with the Mill Manager and/or his representative in accordance with Step III.
   (2) In case of a grievance affecting the rights of the Union, as such, as distinguished from grievances involving an individual employee or group of employees, the Local

Union shall have the right to take that grievance up directly with the Mill Manager and/or his representative in accordance with Step III.

(3) In case of a grievance which could be presented by an employee to his supervision at Step I (but who is unwilling to do so), the appropriate shop steward for the business unit where the grievance arises shall have the right to present that grievance in accordance with Step I as a formal grievance.

F. (1) No employee will be requested or required to sign a written reprimand. Any signature of an employee on a written reprimand shall be evidence only of the fact that the employee received a copy.

(2) When an employee, not accompanied by a Union representative, has discussed with his supervision an alleged fault on the part of the employee, and when such a discussion reaches the point where in the judgment of the supervision a written reprimand or serious disciplinary action is justified, the final decision will be deferred until after an opportunity has been given to the appropriate Union representative to discuss the matter with the supervision in the presence of the employee.

For the purpose hereof, the term Serious Disciplinary Action does not include immediate suspension pending consideration of discharge.

(3) The Company will promptly furnish the employee and the Local Union a copy of every written reprimand and a copy of any notation on the employee's record relating to any verbal reprimand: and unless they are furnished to the Local Union, the written reprimand or notation cannot be used as evidence in future arbitration cases.

(4) No attempt will be made to dissuade the employee from seeking Union assistance or exercising his rights under the Agreement by threatening any form of reprimand.

SECTION 30 - APPEAL FROM DISCHARGE OR SUSPENSION

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

STEP I

be referred in writing to the Mill Manager or his representative through the Union Standing Committee no later than on the seventh calendar day after the day upon which the Union Standing Committee was notified of the discharge or suspension pursuant

to the provisions of Section 17. Said notification to the Union Standing Committee must be in writing.

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

(2) If, upon investigation, no settlement is made within ten (10) calendar days after their initial meeting, to be timely the case must

STEP II

within thirty (30) calendar days after the expiration of the ten (10) calendar day period in Step 1-2, be submitted to arbitration as provided in Sections 31 and 32 of this Agreement.

B. The parties in Step I, by mutual agreement in writing, may extend the time limit specified in Step I-2 for a period not to exceed thirty (30) calendar days.

SECTION 31 - GENERAL PROVISIONS REGARDING ARBITRATION

A. In the event the parties are unable to reach a settlement of a grievance or an appeal from discharge or suspension, the dispute may be moved to arbitration in accordance with the provisions of this Section and Section 32, only if and after the timely utilization and completion of all prior Steps in Section 29, or Section 30 whichever is applicable, have failed to produce an agreement between the parties. The prior Steps and time limits for initiation and completion are set forth in Section 29 and 30. Failure of the charging party to act within the applicable time limit specified for any Step in Section 29 or Section 30, whichever is applicable, shall constitute waiver of the charging party's right to further consideration of the case.

B. At the time the Union submits any grievance to arbitration it shall so notify the Employer which shall then become responsible for all arrangements (e.g., place, time, reporter, and determination if the arbitrator selected by the parties is available).

C. Each party to any case submitted to arbitration (1) shall bear the expenses of preparing and presenting its own case, including witnesses, and (2) shall pay one-half of the arbitration costs including the fees and expenses of the arbitrator.

D. It is agreed that each party to a case submitted to arbitration will do everything in its power to permit early selection of and decision by the arbitrator.

SECTION 32 - ARBITRATION

A. Arbitration referred to in the preceding Sections of this Agreement shall be in accordance with the provisions set forth below.

B. Arbitration shall be conducted by a single arbitrator. The arbitrator's decision shall be final and binding upon both parties, provided, however:

1. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement or to impose any obligation on the Union or the Company not expressly agreed to by the terms of this Agreement. The arbitrator shall pass on any questions of arbitrability only in the following manner:

   If the Company should challenge the arbitrability of any grievance, the questions of arbitrability shall be submitted to the arbitrator for his recommendation of whether or not the grievance is arbitrable.

   A grievance is arbitrable only if it is based upon the terms of this Agreement. When the arbitrator is asked to consider a question of arbitrability, he shall also be presented the question of the merits of the grievance and shall rule on the merits if he recommends that the dispute is arbitrable. After the arbitrator's recommendation on the question of arbitrability, either the Union or the Company may, without prejudice, seek a judicial determination of the question of arbitrability. Questions involving only the timeliness of grievance processing are not considered to be questions of arbitrability under this paragraph.

2. In suspension or discharge cases submitted to arbitration and as to which the arbitrator shall find the suspension or discharge to be unjustified, the amount of payment for lost time shall be determined by the arbitrator, but shall not exceed payment for lost time at the employee's rate of pay of the job he was on at time of suspension or discharge.

3. The Management rights as provided in Section 1 are not subject to the grievance and/or arbitration procedures of this Agreement.

C. The parties shall select an arbitrator by such means as they may by mutual agreement choose and such selection shall be made within thirty (30) calendar days after the Union notifies the Company that it is carrying a dispute to arbitration. In the event that the parties do not reach mutual agreement to use either Sam or John Kagel to hear the case, the Company and the Union agree to apply to the Federal Mediation and Conciliation Service for a panel of seven (7) persons, each such person being qualified to act as an impartial arbitrator.

Promptly after receiving such a panel, the parties shall select an arbitrator in the following manner: The Company and the Union shall determine by a coin toss who shall strike first, and thereafter each shall strike a name alternately until only one name remains, and that person shall be designated as the arbitrator to hear the grievance in question or the appeal from discharge or suspension. If the arbitrator is prevented from hearing the case, it is agreed that a new panel of arbitrators will be applied for.

D. The following procedural rules shall apply in all arbitrations held under the terms of this contract:
   1. The arbitrator selected must begin hearing the case within thirty (30) calendar days following his selection.
   2. The arbitrator must render his decision within thirty (30) calendar days following his receipt of the transcript of the arbitration hearing or the date set for filing of Post Hearing Briefs, if any. Such thirty (30) calendar days may be extended not more than an additional thirty (30) calendar days by mutual agreement between parties.
   3. The Employer shall arrange for the reporting of all arbitration hearings. The arbitrator, the Union and the Employer shall each be furnished with a transcript thereof. The expense of reporting shall be shared equally between the parties except that either party desiring an extra copy shall bear the cost of such extra copy.
   4. One and only one Post Hearing Brief may be filed by either party (copy to the other party) and either party desiring to file such a brief must state its intention to do so at the close of the hearing. Any such Post Hearing Brief shall not include new evidence, documentary or otherwise. Post Hearing Briefs may be dispensed with in cases involving suspension or discharge if mutually agreed to by the parties.
   5. Either party shall have the right to call to the attention of the arbitrator in writing (copy to the other party) any new evidence appearing in the other party's Post Hearing Brief.
   6. Neither party may be required to arbitrate more than one grievance as a part of a single case.

SECTION 33 - PERMANENT DISCONTINUANCE *OF EMPLOYMENT*

A. Preferential Hiring Procedure
   1. The parties agreed to apply the joint Preferential Employment Opportunity document, which is available in the Human Resources Office.

B. Permanent Mill or Business Unit Close Down

1. CLOSURE - The Company agrees that should it decide to completely and permanently close down one of the mills within this multi-plant bargaining unit, or completely and permanently close a business unit within one of those mills, it will promptly notify the Union when such decision is made. For the purposes of this Section, "Business unit" shall mean the following at the Camas Division:

Consumer Products	Communication Papers
Fiber Processing	Utility Support
Business Technology	Purchasing/Stores
Fire System	Specialty Chemicals

   Engineering/Maintenance Services

2. ELIGIBLE EMPLOYEES - In the event of such complete and permanent closure, eligible employees shall be entitled to the considerations and benefits described below. "Eligible employees" are those covered by this Agreement who:
   a. were permanently assigned to jobs eliminated in the Mill or Business Unit closed, or the employee who is directly displaced by the exercise of seniority by the employee from the closed Business Unit at the time he is displaced; and
   b. exercise all job rights available to them under other Sections of this Agreement but are unable to retain a suitable job (a suitable job means one which the employee is physically able to perform without unreasonable hazard to his health or to the safety of himself, fellow workers, and equipment) at the Mill; and
   c. are permanently released from active employment by the Company due to the closure; and
   d. have two (2) or more completed years of continuous Company service at time of their last day of scheduled work in the Mill; and
   e. continue to work as scheduled at the Mill until notified their services are no longer needed.
3. PERMANENT RELEASE FROM ACTIVE EMPLOYMENT For purposes of this paragraph B only, an employee shall be considered permanently released from active employment in connection with:
   a. Mill closure, upon completion of the employee's last day of scheduled work, or, in the case of employees on leave; on the last day of work for which the employee would have been scheduled if not on leave:
   b. Business Unit closure, when the employee from the closed business unit or the employee directly displaced is on layoff for lack of work for six (6) con-

secutive months within three (3) years from the day he was last scheduled to work in the closed business unit or on the job from which he was displaced. If the employee is on leave, the last day scheduled to work shall be the last day he would have been scheduled if he had not been on leave.

An eligible employee permanently released from active employment may elect to accept severance pay or to exercise preferential hiring rights. If he exercises preferential hiring rights, he will be placed on a preferential hiring list for one (1) year from the date he is permanently released from active employment. During the year, he may withdraw his request for preferential hiring and elect to accept severance pay. If he is not transferred by the end of the year, he will be paid severance pay.

4. PREFERENTIAL HIRING - At the date of their permanent release from active employment, eligible employees will be placed on a preferential hiring list for one (1) year, utilizing the procedures set forth in subparagraphs "a" through "d" of Paragraph A of this Section, unless electing severance pay as provided below.
5. SEVERANCE PAY - Eligible employees having less than 25 years service will receive severance pay of 20 hours pay for each completed year of continuous Company service up to 25 years at the straight-time rate of their last permanent job when the Mill or Business Unit was in full operation. Eligible employees having 25 or more years service will receive severance pay of 40 hours pay for each completed year of continuous Company service at the straight-time rate of their last permanent job when the Mill or Business Unit was in full operation.
   a. Eligible employees not requesting preferential consideration for employment openings will be entitled to severance pay as provided above.
   b. Eligible employees requesting preferential hiring consideration will not be entitled to receive severance pay unless the request for transfer is withdrawn or a transfer is not arranged within one year from their permanent release from active employment.
   c. Eligible employees who accept employment at an other division of the Company may at any time within ninety (90) calendar days from the date they first begin work at the other division elect to accept termination of employment and receive severance pay. After said ninety (90) day period employees shall not thereafter be entitled to claim or receive sever-

ance pay or continued preferential hiring rights hereunder unless a subsequent closure again allows them to meet the requirements of this Paragraph B.

d. Employees receiving severance pay lose all their seniority rights, are not entitled to preferential hiring rights under Paragraph A or B-4 of this Section, and if rehired, they will be considered as new employees.

6. VACATIONS - Eligible employees will be granted vacation pay in accordance with Section 24 of the Labor Agreement. The requirement that they be on the payroll June 1st shall be waived and upon permanent release from active employment they shall be paid in full for vacation if they have fulfilled the requirements as to hours worked within that vacation year. If an employee has not fulfilled the requirement for hours worked, he shall be paid a pro-rata amount computed on the basis of hours worked as compared to 1,000 hours.

7. WELFARE PLAN - Eligible employees' insurance coverage in the Group Insurance Plan shall be continued as provided in Exhibit B for Group Term Life, Accidental Death and Dismemberment, and Hospital-Surgical-Medical and Dental coverages and the Company-Paid portion of such dependent coverages, and shall be paid for by the Company for a period of three (3) months following the end of the month in which the employee was permanently released from active employment. These coverages will be continued up to a maximum period of nine (9) additional months only if the employee elects to continue such coverages with the premiums paid for by the employee. An employee who has qualified for continuation of coverage under Section VII of Exhibit B due to layoff for lack of work without any intervening active Company employment shall only be entitled to such further rights under this Paragraph 7 as will give him total monthly coverages provided above.

8. RETIREMENT PLAN - Eligible employees, upon termination of employment, unless eligible for Optional Early Retirement or Total and Permanent Disability Retirement will be eligible to become Terminated Vested Participants; provided, however, that this subparagraph 8 shall apply only to those eligible employees having five (5) or more completed years of continuous Company service at the time of their last day of scheduled work in the Mill.

9. TERM OF OBLIGATION - All rights under this paragraph B shall terminate for each eligible employee one (1) year from the date of his permanent release from active em-

ployment. The Company shall have no obligations under this Paragraph B with respect to an employee who is terminated for reasons other than lack of work due to Mill or Business Unit closure.

SECTION 34 - 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 the State of Washington, 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 35 - LEAVES OF ABSENCE

A. Upon written request of the Union giving two (2) weeks advance notice, the Company will grant an employee(s) elected or assigned to a full-time union office a leave(s) of absence without pay for one term of office (but not to exceed four (4) years) or the termination of this Agreement whichever occurs earlier. Such leave of absence will be renewable for three (3) additional terms of office (but not to exceed an additional twelve (12) years) or the termination of this Agreement whichever is earlier. Not more than four (4) employees shall be granted such leave(s) at the same time and no employee shall be granted more than one (1) such leave of absence during the period of his employment at the Mill.
   1. Written confirmation of such leave(s) shall be provided to the employee, the local Union and the Association of Western Pulp and Paper Workers.
   2. Seniority shall not be broken, and shall accumulate for the first, second, third and fourth terms up to a maximum of sixteen (16) years.
   3. An employee must return to work or report his availability for work (if no work is available) at the end of his leave or within two (2) weeks following completion of the assignment for which the leave was granted.
   4. Service under the Retirement Plan shall not accrue during such period of absence except for the first year thereof.

B. Upon written request of the Association of Western Pulp and Paper Workers of the Local Union giving one (1) week's ad-

vance notice, the Mill will grant employees elected or assigned to attend a union conference or convention or to serve as a part-time employee of the Union leave(s) of absence without pay; each leave not to exceed sixty (60) days. The granting of such leave(s) of absence shall be limited to a reasonable number consistent with operating efficiency.

1. Time spent on such leave(s) of absence in Paragraph B above shall be counted as hours worked (limited to eight (8) hours per day and forty (40) hours per week) for the purpose of qualifying for vacation and holiday pay. If such Leave of Absence is for participation in Mill contract negotiations with the Company, the benefits provided in the Group Insurance Plan set forth in Exhibit B will be provided for such period.
2. Service under the Retirement Plan shall not accrue during such period of absence except for the first year thereof.

C. While on such leave(s) of absence described in Paragraph A and B above, an employee(s) shall have the rights and be subject to the conditions set forth in subsection C-2(d) of Section 20 (except as specifically modified by Sub-Paragraph B-1 above).

D. Upon written request from an employee giving at least two (2) weeks advance notice, the Company will grant an employee(s) a personal leave of absence for the purpose of his running for elective political office. Such leave of absence shall be without pay and shall not exceed six (6) months.

1. Seniority shall not be broken but shall only accumulate for the maximum of six (6) months.
2. An employee must return to work or report his availability for work (if no work is available) at the end of his leave or within two (2) weeks following completion of the campaign for which the leave was granted, whichever is earlier, or he will be considered to have terminated.
3. When this agreement terminates, leaves previously granted shall be continued for their originally stated period, subject to the provisions then in effect under any new Agreement.
4. In the event the employee is elected, he will be granted an extension of his leave to serve one full term but not to exceed 4 years. No employee during his total career service with the Company shall be granted leaves in excess of accumulative total of 4 1/2 years under this Section 35 Paragraph D.
5. Service under the Retirement Plan shall not accrue during such period of absence except for the first year thereof.

SECTION 36 - NON-DISCRIMINATION

In the administration of this Agreement both the Company and the Union agree that there shall be no illegal discrimination against any employee because of race, color, religion, age, sex, national origin or handicap.

SECTION 37 - TERMS OF AGREEMENT AND CHANGES IN AGREEMENT

This Agreement shall be in effect from the date of its execution up to and including May 31, 2005, and shall be automatically renewed thereafter from year to year unless notice of desire to modify is given by either party as hereinafter provided.

A. All notices given under the provisions of this Section on be half of the parties shall be by and between the President or Vice-President of the Association of Western Pulp and Paper Workers and the Mill Manager of the Camas Mill or their respective designated representatives.

B. Either party desiring any modification shall mail to the other party notice in writing by Registered Mail sixty (60) days prior to June 1, 2005, or prior to any subsequent June 1 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 1, the earliest time at which such notice may later be so mailed is sixty (60) days prior to June 1 of the next year.

C. If notice of desire for modification has been given, the parties shall meet for collective bargaining at a reasonable time following such notice. Any agreement or modification arrived at in such negotiations shall be binding on the parties when approved by each party in accordance with their then existing internal rules, regulations or policies. If such negotiations have not been completed on the anniversary date with reference to which the notice of modification has been mailed as provided in B, the Agreement shall, nevertheless, continue in full force and effect, subject to termination by either party at any time upon ten (10) days written notice to the other party.

D. This Agreement and all its terms and conditions shall be binding until June 1, 2005, upon any individual(s), company(s), or corporation(s) that acquire by purchase, merger, or any form of reorganization, the Mill and continues to operate the Mill or any portion thereof substantially in the same manner as the mill or portion thereof was operated by the predecessor owner.

E. No later than April 1, 2005, the parties will confer on the question of whether to negotiate a renewal of the Labor Agree-

ment on a single-mill or multiple-mill basis. If it is agreed to negotiate on a multiple-mill basis, a written agreement shall be executed by the parties, which shall contain rules governing local negotiations, entrance into and withdrawal from the multiple, applicable time limits, ratification procedures, and other conditions. If no such agreement is executed by April 20, 2005, negotiations shall be conducted on a single-mill basis.

If such agreement is executed, the parties will have until no later than May 15, 2005 for final determination of the creation of a multiple-mill bargaining unit.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 9TH DAY OF JUNE, 1999, AT CAMAS, WASHINGTON.

THE ASSOCIATION OF WESTERN PULP AND PAPER WORKERS

By: Ken Smith

FORT JAMES CORPORATION

By: Jeff Koeppel

Local 5

Bob Cochrane

Mike Hayden

John Wagoner

Bob Watrous

Omer North

Wayne Burchett

Curt Christianson

John Christensen

Lyle Bays

Tim Ellsworth

Rick Tucker

EXHIBIT A

SECTION I - WAGE RATES

A. Wage Rate Adjustments:

1. Each regular employee on the payroll on June 1, 1999 will receive a one-time lump sum bonus in the amount of $1,500. Such payment is not contingent upon past or future service, production levels, or any factor other than being on the payroll as a regular employee on the date indicated above and shall not be reflected in rates of pay for any purpose. This payment will be made by separate check and will be subject to the deductions under the applicable laws.
2. Each regular employee on the payroll on January 1, 2000 will receive a one-time lump sum bonus in the amount of $200. Such payment is not contingent upon past or future service, production levels, or any factor other than being on the payroll as a regular employee on the date indicated above and shall not be reflected in rates of pay for any purpose. This payment will be made by separate check and will be subject to the deductions under the applicable laws.
3. Effective June 1, 2000, a general wage increase of 2.5% will be added to all bargaining unit job rates except team leader rates that have not previously been modified through the joint job analysis program.
4. Each regular employee on the payroll on January 1, 2001 will receive a one-time lump sum bonus in the amount of $225. Such payment is not contingent upon past or future service, production levels, or any factor other than being on the payroll as a regular employee on the date indicated above and shall not be reflected in rates of pay for any purpose. This payment will be made by separate check and will be subject to the deductions under the applicable laws.
5. Effective June 1, 2001, a general wage increase of 2.0% will be added to all bargaining unit job rates except team leader rates that have not previously been modified through the joint job analysis program.
6. Each regular employee on the payroll on January 1, 2002 will receive a one-time lump sum bonus in the amount of $250. Such payment is not contingent upon past or future service, production levels, or any factor other than being

on the payroll as a regular employee on the date indicated above and shall not be reflected in rates of pay for any purpose. This payment will be made by separate check and will be subject to the deductions under the applicable laws.

7. Effective June 1, 2002, a general wage increase of 2.5% will be added to all bargaining unit job rates except team leader rates that have not previously been modified through the joint job analysis program.
8. Effective June 1, 2003, a general wage increase of 2.0% will be added to all bargaining unit job rates except team leader rates that have not previously been modified through the joint job analysis program.
9. Effective June 1, 2004, a general wage increase of 3.0% will be added to all bargaining unit job rates except team leader rates that have not previously been modified through the joint job analysis program.

B. Hiring Rate

All new hires will receive the effective hiring rate for the first six months of employment. This hiring rate will be paid regardless of the rate of the job to which such new employee is assigned. At the end of six months continuous service, the employee will receive the rate of his regular job. New hires hired into the Mechanic's Package will be excluded from this provision.

C. RATES WHEN MOVED FROM SCHEDULED JOB

1. Whenever an employee is moved from his scheduled job to a higher rate job he shall receive the higher rate. An employee shall be deemed to be moved to a higher rate job when he takes over the duties and responsibilities of that job and he shall then receive the higher rate. While employee is being trained and another employee is on the job and carrying the responsibility for the job, the employee being broken in shall receive the hourly rate of his scheduled job.
2. Whenever, for the convenience of the Company, an employee, during his scheduled shift is temporarily moved from his scheduled job to a lower rate job and his scheduled job is still available, the employee shall receive his scheduled job rate during that period.
3. When an employee, at the request of the Company, accepts temporary work on a lower rate job either before or after his scheduled shift or on his "day off" in order to fill some emergency vacancy existing, he is to receive his scheduled rate.
4. When an employee is directed to work for a temporary period on any suitable job other than his scheduled job,

whether or not his scheduled job is available to him, he shall receive the rate of his scheduled job or the rate of the job to which he is moved, whichever is higher. When an employee's scheduled job is not available to him and he is offered work for the temporary period on any other job, he may elect to lay off instead of moving to the job offered at the rate for that job.

5. When an employee is loaned to another business unit to fill a vacancy, he will be paid the hourly rate of the job assigned in the new business unit, the rate in w hich they would have been scheduled or their blue-slip rate, whichever is higher. However, when an employee is laid off from his business unit, due to production curtailment, and is subsequently reassigned to another business unit, they will receive the rate of the job to which they are assigned.
6. Where used in this Paragraph D a suitable job means one for which the employee has necessary clothing and which he is physically able to perform without unreasonable hazard to his health or to the safety of himself, fellow workers, and equipment.
7. When an employee at his own request and for his own convenience is temporarily assigned extra work before or after his scheduled shift, or on his "day off", he is to receive the job rate of the extra work assigned. Requests from employees for extra work will be recognized only when such requests are made in writing on appropriate forms provided for that purpose, and shall be effective until canceled by the employee in writing.
8. Notification to employees of extra work which is available is not to be construed as an order or request that they accept such work.
9. In all cases the employee is to be told the job and the rate he is to receive before going on a job.
10. Where used in this Paragraph D a temporary period is one so designated by the Company, but after such period has extended longer than one week and the employee involved is thereby dissatisfied he may request the Union Standing Committee to discuss the matter with the Company and such period shall terminate unless the Union Standing Committee and the Company agree otherwise.

D. JOB RATE RETENTION

1. If the Company permanently eliminates a job the work force shall be reassigned in conformance with Section 20 - Seniority and applicable local Seniority Ground Rules. The periodic curtailments in operations due to the rise and fall of business volume or need for the product shall not be considered an elimination of a job.

2. An employee with five or more years of service regularly assigned to the job permanently eliminated, or who is displaced in the ladder by the reassignment (as provided in 1. above) or who is reassigned (as provided in 1. above) to a lower-rated job in the mill shall retain the rate of the job eliminated or the rate of the job he is displaced from, as the case may be. He will receive only 75 percent of future general wage increases until such time as the rate of the job to which he is regularly assigned is equal to or greater than his retained rate, at which time his Job Rate Retention rights are no longer applicable.
3. If the Company permanently reduces the number of Mechanics in the Maintenance Business Unit, any mechanic or apprentice removed from the Maintenance Business Unit shall be reassigned (as provided in 1. above). If his reassigned job in another Business Unit carries a lower wage rate than his Mechanic's or Apprentice's rate, he will be eligible for Job Rate Retention under the terms and conditions set forth in Paragraph 2, above.
4. If, while receiving his Job Rate Retention entitlement, the employee refuses to bid on a suitable available job opening for which he is qualified and which is rated higher than the job to which he is then regularly assigned, or refuses a promotion to a suitable higher-rated job, his Job Rate Retention entitlement will be canceled and his rate will revert to the job rate of the job on which he works. A suitable job as used in this paragraph 4. means one which the employee is physically able to perform without unreasonable hazard to his health or to the safety of himself, fellow workers and equipment.

E. While on Operator Exchange, an employee will be paid his blue-slip rate or the rate to which he would otherwise been scheduled to, whichever is greater.

F. Where an employee is certified to train and certify other employees for first aid and mobile equipment operation, the trainer will be paid at a rate ten percent above their blue slip rate for all hours while providing the training. In the event other certification training needs are identified by the Company, the ten percent formula would be applied upon mutual agreement between the parties.

G. Job Analysis Program

RE: JOB ANALYSIS

The Pacific Coast Association of Pulp and Paper Manufacturers, hereinafter referred to as "Manufacturers Association," and the Association of Western Pulp and Paper Workers, hereinafter referred to as "Union," have heretofore been parties to the Uniform Labor Agreement covering a multi-plant, multi-employer bargaining group known as the ULA bargaining unit. That agreement contained a Job Analysis Plan. In view of the discontinuance of the multi-plant, multi-employer unit and the institution of plant by plant bargaining or, in some cases, bargaining by groups of plants in single companies and in view of the fact that the result of some of such bargaining has been an indication of a desire to continue the services of the Job Analysis Plan if such plan is made available, the Union and the Manufacturers Association hereby agree to maintain and operate the following Job Analysis Plan and to make it available to those Mills and Local Unions of the Union which have jointly agreed to subscribe thereto and operate under the terms thereof.

The plan is more fully described and outlined as follows:

I. THE JOB ANALYSIS PLAN

The Job Analysis Plan is a semi-scientific plan developed for the purpose of uniformly evaluating and appraising jobs according to the skill, working conditions and responsibility factors required by and contained in each job, thereby resulting in the establishment of a uniform method of wage rate determination based upon job conditions which will provide job rates equitable and proper in their relationship with each other and with the base rate.

II. THE SCOPE AND LIMITATIONS OF THE PROGRAM

A. The job analysis program shall not be applied to the jobs included in the mechanical trades listed in the agreements of the Local Unions and Mills involved.

B. The job analysis program shall not be applied to the jobs on newsprint machines.

C. All other jobs, covered by the Local Labor Agreement, shall be covered by the Job Analysis Plan and will be eligible for analysis when presented in the manner prescribed herein to the Joint Job Analysis Board as hereinafter provided, subject to the following exception:

By local agreement the mill or company and local union may exclude jobs in the following fields: Oilers, Bag Machine Adjusters and Storeroom jobs, Technical Control and Laboratory departments, Shipping department and Yard department, provided that the proposed exclusions are first jointly submitted to the Job Analysis Directors and provided the Di-

rectors unanimously approve such exclusions.

D. Notwithstanding the provision of C above, any mill which was not under the job analysis program as of January 1, 1971, may limit its participation in the program to the machine hands for all the paper, paperboard and pulp drying machines in such mill if the labor agreement covering that mill provides for adoption of the program and for limitation to the aforesaid machines.

III. ADMINISTRATION AND PROCEDURE

A. JOB ANALYSIS DIRECTORS

(1) The Job Analysis Directors shall be composed of two (2) officers of the Association of Western Pulp and Paper Workers, and two (2) officers of the Executive Committee of the Pacific Coast Association of Pulp and Paper Manufacturers.

(2) It shall be the duty of the Job Analysis Directors:

(a) To direct and supervise the functioning of the job analysis program in accordance with the policies and procedures set forth herein.

(b) To receive reports from Plant Analysis Committees and act upon any disagreement by a Plant Analysis Committee as to whether or not a job shall be submitted for analysis. Any case of disagreement by a Plant Analysis Committee as to whether or not a job should be submitted for analysis shall be referred to the Job Analysis Directors for decision. Failure of a majority of the Directors to agree on the question may be referred to arbitration by either the Directors representing the Union or Manufacturers Association in accordance with the arbitration procedure set forth below for review cases.

(c) To review cases of analysis upon request of either Local Union or management members of the Plant Analysis Committees. In the event the Job Analysis Directors are unable to reach a majority agreement after making a review so requested, either the Union Directors or the Manufacturers Association Directors may request arbitration. The arbitrator's sole function shall be to determine whether proper application of the job analysis standards has been accomplished. He shall be bound by and may not add to, detract from, alter or modify such standards. The Union Directors (as a group) and the Manufacturers Association Directors (as a group) shall each prepare a proposed decision and one or the other of such proposed decisions shall become the deci-

sion of the Directors dependent on which is approved by the arbitrator. The arbitrator shall be selected by the Job Analysis Directors who shall present to him the matter being arbitrated and make available to him all such records and standards as may be pertinent to the dispute. Such submissions to the arbitrator may be made entirely in writing if the Job Analysis Directors so agree. Otherwise the submission shall be in open hearing with supporting or supplemental oral or written argument as either party or the arbitrator shall wish.

The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Voluntary Labor Arbitration Rules except as modified by the provisions of this Agreement. In the event of any conflict between the said rules and this Agreement, this Agreement shall prevail. The arbitrator's decision shall be the decision of the Directors and shall be final and binding.

The Union and the Manufacturers Association shall each bear the expense of preparing its own case, including witnesses, and shall pay one-half of the charges of the arbitrator incurred in the arbitration of the case.

It is agreed that each party to a case submitted to arbitration will do everything in its power to permit early selection of and decision by the arbitrator.

The Manufacturers Association shall arrange for the reporting of all arbitration hearings. The arbitrator and both Job Analysis Directors shall be furnished with the transcript thereof. The expense of reporting shall be shared equally between the Union and the Manufacturers Association except that either party desiring an extra copy shall bear the cost of such extra copy.

(d) To review the general operation of the Joint Job Analysis Board as to methods, factors, procedures, delays, etc.

(e) To direct the Joint Job Analysis Board as to changes in methods which do not constitute basic changes. The Directors shall not negotiate rates or exercise any of the collective bargaining functions of the Union or of the Company which has subscribed to the Plan.

(f) To establish such rules as are necessary to implement the application of this Plan to other bargaining units represented by the Association of Western Pulp

and Paper Workers to the extent that such rules and regulations are consistent with the terms of this Agreement.

B. JOINT JOB ANALYSIS BOARD

(1) The Joint Job Analysis Board shall consist of one (1) representative of the Signatory Union and one (1) representative of the Pacific Coast Association of Pulp and Paper Manufacturers.

(2) It shall be the duty of the Joint Job Analysis Board to of the Board to monitor and report to the Directors on the need to modify credit tables and to develop, revise and maintain in up-to-date manner the tables and charts necessary to the functioning of the Job Analysis Plan as directed by the Directors. All decisions of the Joint Job Analysis Board must be agreed to by both members of the Board before becoming official.

(3) The analyzed job rate arrived at through official analysis by the Joint Job Analysis Board will be final and binding upon both parties to this Agreement unless review has been requested as provided in Section III-C, paragraph (3)of the said Job Analysis Plan. In case of such review the decision of the Job Analysis Directors shall be final and binding upon both parties.

(4) In cases where an official analysis indicates an upward adjustment in the rate for a job, the adjustment will be retroactive to the date agreed upon by the Plant Analysis Committee which is entered on, and a part of, the application for analysis provided for in Section III-C, paragraph (2) (a) setting forth the duties of the Plant Analysis Committee.

(5) When an official analysis results in a downward adjustment of a rate by not more than one step (other than a temporary rate), the rate prior to the analysis will continue to be paid.

(6) When an official analysis results in a downward adjust ment of a rate by more than one step (other than a temporary rate), the rate prior to the analysis will be paid as a red circle rate to the following employees:

(a) Any employee working on said job who was regularly assigned to said job on the day of the official analysis;

(b) Any employee working on a job on a higher rung of the same progression ladder on said day in which the downward adjustment took place, if he is later moved to said job because the higher job is not then available to him; provided, that if any such employee subsequently refuses any promotion his seniority

rights entitle him to, for which he is qualified, his right to the red circle rate shall cease on the date of such refusal; however, if the rate of the job to which he is promoted is less than his current red circle rate he will nevertheless retain his current red circle rate while on such higher job.

Red circle rates will be adjusted upward by the full amount of each future wage increase.

(7) In any case where a new job has been created the Plant Analysis Committee will make an application to the Joint Job Analysis Board for a temporary rate for the new job. The temporary rate assigned will remain in effect until the official analysis is made. It will be the duty of the Plant Analysis Committee to agree on a date on which the job became sufficiently stabilized to have permitted an official analysis, and any increase resulting from the analyzed rate will be paid retroactively to that date.

(8) Insofar as possible, the Joint Job Analysis Board will complete its analysis of all jobs at the mill. Members of the Plant Analysis Committee shall be invited to be present during the analysis of the jobs, or at the option of the Plant Analysis Committee the Joint Job Analysis Board will explain in detail the analysis computations to the Plant Analysis Committee before leaving the mill. In those cases where it is not possible to complete the analysis at the mill the Joint Job Analysis Board will return to the mill and explain the analysis computations before making the results official.

(9) When an analysis is completed, the Joint Job Analysis Board will furnish two copies of each job description and work sheet to the Plant Analysis Committee. One copy of each will be given to the Union members and one copy to the Management members.

(10) The Joint Job Analysis Board will provide periodic training for members of the Plant Analysis Committees.

C. PLANT ANALYSIS COMMITTEE

(1) Each Local Mill Manager and each Local Union using the services of this Plan shall create a Plant Analysis Committee which shall consist of two (2) members representing the Local Union and two (2) members representing the Mill.

(2) It shall be the duty of the Plant Analysis Committee:

(a) To act upon all requests for job analysis which may arise in the individual mill they represent and to make application to the Joint Job Analysis Board on forms provided when and if in their opinion such analysis would result in a rate change. Any decision to sub-

mit a job to the Joint Job Analysis Board for analysis must be unanimously agreed upon by all members of the Plant Analysis Committee representing both the Management and the Local Union who act upon the question. In the event thePlant Analysis Committee is unable to agree on whether or not to submit a job for analysis, that disagreement shall be reported to the Job Analysis Directors in accordance with paragraph (c)below and the Directors shall make the decision as to whether or not the job shall be analyzed. If the directors are unable to agree, the question may be decided by means of the arbitration procedure set forth in paragraph III-A(2) (c) above.

(b) To make investigations of jobs submitted for analysis and to assist in pointing out factual and pertinent information relative to the job to the Joint Job Analysis Board at the time of analysis.

(c) To make a written report to the Job Analysis Directors which will include (1) a list of job(s) on which the Local Union and Management members of the Committee have been unable to agree as to whether an analysis should be made, and (2) a statement of the facts on which the disagreement was based.

(3) Either the Union or the Management members of the Plant Analysis Committee may request a review by the Job Analysis Directors of any case of analysis where, in their opinion, proper application of the job analysis standards has not been accomplished.

(4) If the local parties have any dispute as to who is regularly assigned to a job to be analyzed and said dispute is reported to the Joint Job Analysis Board prior to the analysis, said analysis shall not proceed until the local parties resolve the dispute.

TERMS OF AGREEMENT

This agreement shall become effective as of the date of its execution as set forthbelow and shall continue in full force and effect from year to year thereafter unlesseither party notifies the other in writing of a desire to either modify or terminate the agreement provided further than such notice shall be received more than sixty (60) days prior to March 15 of any succeeding year in which this agreement is being reopened.

ASSOCIATION OF WESTERN PULP AND PAPER WORKERS	PACIFIC COAST ASSOCIATION OF PULP & PAPER MANUFACTURERS
President	Managing Director

Date:

EXHIBIT A - APPENDIX I
Exhibit A-Appendix I, Section I:

SECTION I - CLASSIFICATION AND WAGE RATES FOR MECHANICS AND APPRENTICES

This section sets forth the wage rates and certain provisions applicable to Mechanics and Apprentices.

1. There shall be the following classes of Mechanics and of Apprentices with rates as follows:

	Effective 6/1/99
1st Year Apprentice	17.38
2nd Year Apprentice	18.045
3rd Year Apprentice	18.515
4th Year Apprentice	18.86
Journeyman Mechanic	23.405
Team Leader	1.25 Above Journeyman
Shift Mechanic	23.69
Planner	*28.005*

2. Any employee whose work is primarily in any one of more than one of the below listed trades is subject to the provisions of this Section I:

Machinist	H.V.A.C.R
Level of Preservation	Predictive/Preventive
Millwright	Welder
Electrician	Mobile Maintenance
Pipefitter/Welder	Instrument

3. A Journeyman Mechanic is one who is a finished Mechanic and has the necessary tools required by his trade. In general, he is a person who could qualify as a Journeyman workman in his trade in any industrial or job shop. He must be able to execute the necessary work without direct supervision. For instance, a Journeyman Piper must be able to take a working drawing or blueprint of a layout; go out on the job, take the necessary measurements, requisition, cut and install the pipe without more than the general, normal supervision or direction of a team leader.

   The job a of Shift Mechanic will be assigned to a Journeyman *in those trades in which the Company wishes to assign* mechanics on tour schedule. A mechanic(s) below Journeyman may be assigned to work in conjunction with the Shift Me-

chanic without receiving the Shift Mechanic Rate.
The job of a Team Leader requires all of the qualifications of a Journeyman Mechanic and, in addition, carries the responsibility of performing the function of Team Leader over Journeymen and/or other mechanics.

4. The Company shall select Apprentices from those employees in the mill who answer a mill wide posting. The criteria for selection will include the following, not necessarily listed in order of importance:

   Appropriate tests, a satisfactory past work history, a demonstrated learning ability, prior schooling or experience to determine mechanical interest and the ability to work without continual supervision.

   Based upon the criteria used, the Company will determine the applicants who qualify for consideration, and from those applicants the Company will select the senior applicant.

5. The appropriate Union committee will be informed of the selection and the basis for the selection will be reviewed with them, if requested. The senior qualified applicant will be given the opportunity to enter a specific trade, as that trade is constituted in the mill, and become a Journeyman. He shall indicated his willingness in writing on a form provided by the Company to enter the apprenticeship program administered by the Joint Mechanics Apprenticeship Training Charter (JMATC), and satisfy all requirements of said program. He shall complete the apprenticeship program's Work Processes, Related Supplemental Instruction (RSI), and associated CRI modules. The Apprentice will be reimbursed for tuition and required books upon presenting evidence of satisfactory completion of a course and a receipt for payment. These costs may be prepaid depending on the circumstances of the required course work.

6. Journeyman taking schooling and/or tests leading to State Certification will upon presenting evidence of State Certification be reimbursed for tuition, required books, and any fee the State requires for taking the test for certification. The institution offering any such schooling and the course of study must be approved by the Company before enrollment.

7. During the first ninety (90) days after an applicant has been regularly assigned to Maintenance, he will be classified as probationary and he can be removed at any time during that period.

   The Apprentice has the option to voluntarily return to the certified list during the 90 day probationary period. The employee will then be removed from that trade on the certified list.

Prior to removal of any such probationary employee because of his performance, the Company will notify the Union Standing Committee of the intended action and the justification thereof. If the Union Standing Committee considers the proposed removal unjustified, it may take the matter up with the Mill Manager whose decision in the matter shall not be subject to the Arbitration procedure.

If such applicant is transferred to Engineering and Maintenance Services from another Business Unit in the mill, he will retain his seniority in the Business Unit from which he transferred from a period of ninety (90) days, he will retain his mill seniority and will be given a job preferably in the Business Unit from which he transferred at the starting rate in that Business Unit, but if that is not available he will be given a base rate job in the mill; however; such rights shall not apply if discharged for cause. During the probationary period the Company will determine as quickly as is practical whether or not the applicant has the aptitude and other characteristics necessary to become a Journeyman. Prior to the expiration of the first ninety (90) days after he has been regularly assigned to the Business Unit, the Company will review with him his progress to date.

8. Any employee temporarily assigned to work in a Maintenance crew, under the direct supervision of a Mechanic, will be paid the rate of a 1st year Apprentice.
9. A 1st year Apprentice will spend a period of one year elapsed time, or 1800 hours, whichever is longer, in that classification during which time he will be eligible and obligated to complete 25% of his Work Processes, Related Supplemental Instruction, and associated CRI modules of the JATC. Upon satisfactory completion of this requirement and time frame, he will be immediately advanced to 2nd year Apprentice.

   A 2nd year Apprentice will spend a period of one year elapsed time, or 1800 hours, whichever is longer, in that classification during which time he will be eligible and obligated to complete 25% of his Work Processes, Related Supplemental Instruction, and associated CRI modules of the JATC. Upon satisfactory completion of this requirement and time frame, he will be immediately advanced to 3rd year Apprentice.

   A 3rd year Apprentice will spend a period of one year elapsed time, or 1800 hours, whichever is longer, in that classification during which time he will be eligible and obligated to complete 25% of his Work Processes, Related Supplemental Instruction, and associated CRI modules of the JATC. Upon satisfactory completion of this requirement and time frame, he will be immediately advanced to 4th year Apprentice.

   A 4th year Apprentice will spend a period of one year

elapsed time, or 1800 hours, whichever is longer, in that classification during which time he will be eligible and obligated to complete 25% of his Work Processes, Related Supplemental Instruction, and associated CRI modules of the JATC. Upon satisfactory completion of this requirement and time frame, he will be immediately advanced to Journeyman.

It is also understood and agreed that a person who fails to satisfy the requirements of the Apprenticeship program may be removed from maintenance.

10. Mechanics may be employed in any of the established classifications subject to the following:
    (a) Permanent job openings for mechanics will first be posted in all Mill Business Units for at least seven (7) consecutive days. The applicant qualified to perform the posted job opening having the most maintenance seniority will be selected.
    (b) In the event no applicant from within Engineering and Maintenance Services or the Mill's Business Units is qualified, such openings will be posted Mill-wide for at least seven (7) consecutive days. The qualified applicant having the most Mill seniority will be selected.
    (c) In the event no applicant from within the mill is qualified, the Company will notify the Union Standing Committee prior to employing a mechanic who is not then an employee in the mill.
    (d) Mechanics positions will be filled only by qualified persons who, in addition to all other requirements, have passed the applicable JATC tests.
11. The progress and qualifications of each mechanic below the grade of Journeyman will be periodically reviewed at intervals of not more than six (6) months by the JATC. Records of the results of these reviews will be maintained and will, at his request, be discussed with each person at six (6) month intervals. Whenever such a review of a mechanic has been completed, the Company shall notify him in writing, with a copy to the Local Union, calling his attention to the completion of such review and his right to request at discussion of it. If the employee so desires, he may have his Union Representative present at the time his progress is discussed with him.
12. The Company will adopt an organized plan as far as practical of rotating each person below Journeyman in work assignments under different Journeymen, in order that the apprentice may gain the widest variety of experience in the work of his chosen trade. All 1st Year Apprentices will work under the direct supervision of a mechanic.
13. It is recognized that a handicapped person may be unable

to progress as above set forth and in a any such case the Mill Manager, after consultation with the Standing Committee, may deviate from the above described progression, but unless the consent of the Standing Committee has been obtained, the Manager's action shall be subject to the grievance procedure.

14. Crew seniority shall be applied in considering promotions to team leader, in cases of curtailment within a crew, and to resolve problems concerning allocation of vacations weeks.

    In the event of the curtailment of a maintenance crew, a crew member who has bid into the crew from another crew may return to his former crew. In the event of such return, the crew member will return to the same seniority position he held when he left the crew.

    In the event he does return to his former crew as outlined above, he shall lose all his seniority rights in all other crews.

15. Nothing herein above shall be construed so as—
    (a) to oblige the Company to hire or retain any employee unless there is work for him, or
    (b) to mean that any right or obligation of either party to this Labor Agreement, established under this Agreement and not herein specifically amended, has been modified or revoked.

    Prior to engaging an independent contractor in the mill, the Company will notify the Union and will outline the nature of the projects. If requested, a discussion will be held at which time the Union will be given an opportunity to make suggestions regarding the work to be performed.

SECTION II - NO INCENTIVE PREMIUMS OR BONUSES

There will be no payment of quantity or quality incentive premiums or bonuses in the pulp and paper manufacturing business units in the mill.

Production Scheduling Standards are to be used by the Company as a guide in programming and measuring production. These standards will not be used to commend employees, nor will they be used in addition to the usual Company practice in disciplining employees.

SECTION III - OVERTIME

1. Subject to the conditions set forth in paragraph 4 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 Sec-

tion 7, with the exception of the Day before Christmas and Christmas Day.

(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 (4) or more hours before the start of the succeeding day.

(f) All work performed on the scheduled or designated days off, as such days are defined in Section 11, provided, however, that this subparagraph (f) shall not apply if the work so performed results because a regular scheduled or designated day off has been traded for another day off at the request of and for the convenience of the employee, or employees, involved.

(g) All work performed at the Company's request during a previously scheduled and approved vacation period without notice by the Company of the change in schedule. Notice as used in this paragraph shall be at least seven (7) calendar days prior to the first day of the scheduled vacation.

2. Any employee paid on an hourly basis will, in addition to his straight time pay, receive overtime at the straight time hourly rate of the job for all work performed in excess of eight (8) hours on any holiday listed in Section 7 - Holidays, with the exception of the Day before Christmas and Christmas Day.

3. Any employee paid on an hourly basis will, in addition to his straight time pay, receive overtime at one and one-half (1 1/2) times the straight time hourly rate of the job for all hours worked on the Day before Christmas and the Christmas Day holidays as defined in Section 7 - Holidays.

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

(a) No hour worked qualifies as an overtime hour on more than one of the above seven 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 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) When an employee works at more than one job during

the week, payment of overtime will be computed according to the method in use at this mill since May, 1950.

All work performed in excess of 8 straight time hours in any one day, or all time worked in excess of forty (40) straight time hours in any one week, will be paid on the basis which will give the greater monetary return to the employee.

EXAMPLE 1:

Mon.	10 hours @ #5 Machine Tender	)overtime paid here
Tues.	8 hours @ #5 Backtender	)for over eight straight
Wed.	8 hours @ #5 Backtender	)time hours in one day.
Thur.	8 hours @ #5 Backtender	
Fri.	8 hours @ #5 Backtender	
Sat.	0	
Sun.	0	

EXAMPLE 2:

Mon.	10 hours @ #5 Backtender	
Tues.	8 hours @ #5 Backtender	
Wed.	8 hours @ #5 Backtender	
Thur.	8 hours @ #5 Backtender	
Fri.	8 hours @ #5 Machine Tender	)overtime paid here
Sat.	0	)for over forty straight
Sun.	0	)time hours in one week.

SECTION IV - NIGHT SHIFT DIFFERENTIAL

The following definitions shall apply for the purpose of determining the payment of Night Shift Differential.

1. Second Shift: 4:00 p.m. to 12:00 midnight or at the regular hour of changing shifts nearest 12:00 midnight in each business unit.

   Third Shift: 12:00 midnight to 8:00 a.m. or at the regular hour of changing shifts nearest 8:00 a.m. in each business unit.

2. The appropriate Night Shift Differential will be paid to any employee for any hours worked within a shift where Night Shift Differential is payable. A day worker working an unusual shift schedule will be paid Night Shift Differential for any hours worked outside the normal day worker shift schedule in his business unit. Night Shift Differential shall not be

payable to employees for work within the hours of their normal day shift.

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 Exhibit A-IV.
4. A Night Shift Differential of 50 cents per hour in addition to the hourly job rate shall be paid for hours worked in the second shift.
5. A Night Shift Differential of 80 cents per hour in addition to the hourly job rate shall be paid for hours worked in the third shift.

EXHIBIT B

GROUP INSURANCE PROGRAM

This Exhibit B sets forth the respective rights and obligations of the Company and its employees under the Group Insurance Program which has been established pursuant to Section 27 of the Labor Agreement.

I. Definitions

For the purpose of this Exhibit B the following definitions shall apply:

A. ELIGIBLE EMPLOYEE means an active Employee who is regular or part-time or probationary and excludes, among others, retired former employees and temporary employees.

B. For purposes of this Exhibit B only, no employee shall be considered temporary for a period of more than five (5) months from his date of hire.

C. ELIGIBLE DEPENDENT means an insured employee's spouse. Eligible dependent also means unmarried dependent children, including step, foster, and legally adopted children, to the end of the month in which they reach age 19 or age 23, provided they meet the IRS definition of dependent which means full-time students still dependent upon the employee for support.

D. An unmarried child 19 years or over may continue to be eligible as a dependent if he or she is incapable of self-support because of physical or mental incapacity that commenced prior to reaching age 19 and if he or she is chiefly dependent on the eligible employee for support and maintenance, provided proof of such incapacity and dependency is submitted prior to the dependent's 19th birthday. Subsequent confirmation of incapacity and dependence may be required by the carrier but not more frequently than annually after the two (2) year period following such dependent's attainment of the limiting age.

E. SCHEDULE 1 means the package of benefits and coverages included in the Group Insurance Program.

II. General Obligations

Subject to all the provisions of Exhibit B, the Company will provide for each eligible employee and each eligible dependent the coverages and benefits set forth herein. The Company agrees that when providing the coverages included herein through contracts with carriers or through other plan

documents, the provisions of those contracts or documents, and their administration, will not be in conflict with the provisions of this Exhibit B.

III. Effective Date of Coverage

Each eligible employee and each eligible dependent who is enrolled in the Plan will be covered under the Plan starting the first day of the month following his date of employment (or the first day following five (5) months of employment in the case of a temporary employee) providing the employee is then actively at work. Dental and Vision coverage, however, will be effective the first of the month following six (6) months of continuous employment providing the employee is then actively at work. If the employee is not actively at work on the appropriate date above, his coverage and the coverage of his eligible dependents will be placed into effect on the first day the employee returns to work following that date. Coverage of a dependent spouse, acquired by the employee following the effective date of his coverage, is effective on the first day of the calendar month which follows the date of marriage, subject to the provisions of Schedule 1, Part B, paragraph 1H regarding pre-existing conditions. No coverage will be made available prior to the above effective dates.

IV. *Company Health Care Contribution For Alternative HMOs*

Effective January 1, 2000, the Company will contribute $3,993 as the annual premium cost contribution for all hourly HMO health care plans.

Effective, January 1, 2001, and thereafter, to the extent that the Company's cost of the Fort James health care plans exceeds $3,993, the Company's contribution will be the same as the cost of the Fort James health care plans. In addition, if the Company's contribution for the Camas salaried HMO(s) exceeds the cost of the Fort James health care plans, the Company will contribute the higher amount as the annual premium contribution for the hourly health care plans. In no case, will the Company's annual premium contribution decrease from one year to the next.

Any eligible employee enrolled in an HMO plan offered by the Company will be required to contribute, through payroll deductions, the difference in premium cost between the composite HMO premium rate and the Company's contribution for each month in each year (January 1 through December 31) if the HMO composite premium rate exceeds the Company's contribution.

V. Mill Group Insurance Committees

A Local Union Group Insurance Committee consisting of not less than two (2) and not more than three (3) members

shall be appointed to consult a Company Group Insurance Committee of like number with respect to questions which may arise concerning the operations of this Exhibit B. The Local Union Committee members shall be selected from employees who have worked for the Company for at least one year and who are working in the mill at the time of appointment to and while serving on such committee. The Union and the Company will keep each other informed, in writing, of the names of their then current respective members.

VI. Increases or Decreases in Coverage

When a change occurs in the Regular Job Rate of an employee and such change results in the employee's Regular Job Rate coming within a higher or lower Hourly Job Rate Bracket as set forth in the Table of Hourly Job Rate Brackets and Corresponding Coverages in Schedule 1, the new corresponding coverages will be effective as follows:

A. When an employee is changed other than on a temporary basis, from one job to another job, the new corresponding coverages will be effective as of the date the change occurs provided, however, if, due to a physical disability, or infirmity as a result of advanced age, an employee is changed, other than on a temporary basis, from one job to another job, and such change results in the employee's new job rate coming within a lower Hourly Job Rate Bracket in the Table the Company, may, at the discretion of the Company, continue the amount of Group Term Life Insurance and the amount of Accidental Death and Dismemberment Insurance which the employee has prior to such change. In such event, the employee's Sickness and Accident coverage, nevertheless, will be that provided by the Hourly Job Rate Bracket corresponding to the rate of the job to which the employee is changed.

B. Temporary changes from one job to another job will not affect the employee's coverages. Provided, however, when an increase in job rate occurs as a result of a change from one job to another on a temporary basis, the new corresponding coverages will be effective on the first of the month coincident with or next following the month in which the change occurs. When the employee returns to his regular job rate, the corresponding coverages for that rate will be effective immediately.

C. When a change in job rate occurs as a result of collective bargaining, the new corresponding coverages will be effective as of the date the change in job rate becomes effective or on the date official notice is received by the Company from the Union certifying approval of the change, whichever occurs later.

D. When a change in job rate occurs as a result of a Job Rate Adjustment, the new corresponding coverages will be effective as of the date the Company and the Union agree to the new rate, except if such rate adjustment is not to be made effective until a later date, then the corresponding coverages will become effective on such later date.

E. Provided, however, if the employee is not actively at work on the effective dates specified in paragraphs A, B, C and D above, the corresponding coverages will be placed into effect on the first day the employee returns to work following such effective dates. The above notwithstanding, if the employee is receiving Sickness and Accident benefits at the time of a permanent job rate increase he will receive any Sickness and Accident Benefit increase warranted by his increased job rate commencing with the effective date of such Job Rate Increase.

VII. Continuation of Coverages

A. All coverages set forth in Part A of Schedule 1 will be canceled as of the end of the day an employee is terminated from the payroll of the Company.

B. Coverages set forth in Parts B and C of Schedule 1 will terminate at the end of the month in which the employee is terminated from the payroll of the Company, subject to extension of benefit provisions contained in parts B and C of this Schedule 1.

C. When the employee-employer relationship has not been terminated, but the employee is not actively at work because of a disability, layoff, or leave of absence, all coverages set forth in Schedule 1 will be subject to the following conditions:

1. OCCUPATIONAL DISABILITY - If such employee is absent from work as a result of an accident or occupational disease as recognized by the Workmen's Compensation Board, suffered during the course of his employment with the Company, the employee's non-occupational Sickness and Accident coverage will be canceled as of the end of the last day of the month in which his disability began; his Group Term Life, Accidental Death and Dismemberment, Medical and Dental coverages for him and his dependents will be continued by the Company during the period he is disabled from work up to a maximum of twenty-four (24) months following the month in which the disability began. During this period the Company will continue to pay for the coverages in Parts A, B and C of Schedule 1 on the

same basis as if the employee were actively at work. If the employee continues to be disabled from work beyond twenty-four (24) months, and the employee-employer relationship is not terminated, his coverages will be canceled unless the employee elects to continue such coverages with the premiums paid for by the employee. If the above provided cancellation occurs, the non-occupational Sickness and Accident coverage of the employee involved shall be effective between the time his occupational disability ends and the time when such coverage is automatically reinstated when he returns to work.

2. NON-OCCUPATIONAL DISABILITY - If such employee is absent from work as a result of a non-occupational accident or sickness, all of the employee's and dependent's coverages will be continued by the Company during the period he is disabled from work up to a maximum of twelve (12) months following the month in which the disability began. During this period, the Company will continue to pay for the coverages in Parts A, B and C of Schedule 1 on the same basis as if the employee were actively at work. If the employee continues to be disabled from work beyond twelve (12) months, his Sickness and Accident Coverage will be canceled; his Group Term Life, Accidental Death and Dismemberment, Medical and Dental coverages for him and his dependents will be continued only if the employee elects to continue such coverages with the premiums paid for by the employee and providing the employee-employer relationship is not terminated.

3. LAYOFF OR PERSONAL LEAVE OF ABSENCE (EXCLUDING MILITARY SERVICE) - If such employee is absent from work as a result of a layoff due to disciplinary action or lack of work or because of a personal leave of absence requested by the employee and approved by the Company, all of the employee's and dependent's coverages will be continued by the Company for a period of two (2) months following the month in which the layoff or personal leave of absence began. During this period, the Company will continue to pay for the coverages in Parts A, B and C of Schedule 1 on the same basis as if the employee were actively at work.

If the layoff or personal leave of absence con-

tinues beyond two (2) months, the employee's Sickness and Accident coverage will be canceled; his Group Term Life, Accidental Death and Dismemberment, Medical and Dental coverages for him and his dependents will be continued up to a maximum period of four (4) additional months only if the employee elects to continue such coverages with the premiums paid for by the employee and providing the employee-employer relationship is not terminated.

4. MILITARY SERVICE - If such employee is absent from work as a result of participating in a Reserve Training Program of the Armed Forces of the United States, or as a result of serving in the Armed Forces of the United States, all of the employee's coverage for him and his dependents will be continued by the Company for a period of one month following the month in which the absence began, unless coverage under a military plan begins at once, in which case coverage under these plans will cease at the end of the month in which the absence begins. During this period, the Company will continue to pay for the coverages in Parts A, B and C of Schedule 1 on the same basis as if the employee were actively at work. If the absence continues beyond one month following the month in which it began, all coverages will be canceled. For the purpose hereof, the Armed Forces of the United States include the National Guard of the State in which the employee resides.

D. Whenever reference is made in this paragraph VII to coverages which are to be continued and the cost thereof which is to be paid by the Company, it is understood and agreed the coverages referred to are those outlined in Schedule 1.

E. This paragraph VII shall not be construed to restrict continuation of a particular benefit beyond the time when the related coverage is canceled or terminated if, and only to the extent, that continuation is specifically granted in any relevant contract or plan documents.

VIII. Statistical Data

Not later than February 1st of each year the Company will provide and furnish to the local Union provided under Parts A, B and C of Schedule 1, statistical data including premiums, paid by line coverage, cost of claims paid, increase or decrease in reserves and retention costs for the twelve month period ended the previous October 31st.

IX. Plan Funding and Administration

The Company will have the sole responsibility: to self-administer, to self-insure and/or select the carriers for the Group Life, Accidental Death and Dismemberment, Sickness and Accident, Health Care and Dental Care benefit plans.

X. General Provisions

A. The Company's obligation and the coverages it provides shall be subject to all the limitations and interpretations found in the contracts with selected carriers or other plan documents which are not in conflict with the provisions of this Exhibit B.

B. Any dispute arising out of the operation, administration, or interpretation of any contract or other plan document which is not in conflict with the terms of this Exhibit B shall not be subject to the grievance procedures of this Labor Agreement. Any such dispute shall be adjudicated under the terms of such contract or document.

C. Permission may be granted by the Company under special circumstances to permit an employee to waive receipt of any coverages or benefits under this Group Insurance Plan, but in such event the employee shall not receive any monetary equivalent. The application by an employee for such permission and the reply thereto by the Company shall be in writing.

D. Nothing in this Exhibit B shall affect the Company's policies, practices, and procedures, including among others, but not limited to, termination of employment, layoffs, leave of absence and retirement.

E. When applying the terms of this Exhibit B relating to the termination or cancellation of an employee's coverage or relating to the employee's right to make an election as to the continuation of a coverage at his own expense, the Company shall give the employee timely notice in writing.

F. Future modifications to the S and A plan document are subject to mutual agreement between the Union and the Company. This does not, however, pertain to modifications required by law or regulation.

SCHEDULE 1

Part A - Group Term Life Insurance, Accidental Death and Dismemberment Insurance and Non-occupational Sickness and Accident Weekly Benefits Insurance.

TABLE OF HOURLY JOB RATE BRACKETS AND CORRESPONDING COVERAGES

The Plan will include the following coverages and benefits for Eli-

gible Employees actively at work on June 1, 1999 or thereafter.

	GROUP TERM LIFE	ACCIDENTAL DEATH & DISMEMBERMENT	WEEKLY SICKNESS & ACCIDENT
Part Time Employee	3,000	3,000	40
11.17 but less than 11.44	22,000	22,000	235
11.44 but less than 11.71	22,500	22,500	240
11.71 but less than 11.98	23,000	23,000	245
11.98 but less than 12.25	23,500	23,500	250
12.25 but less than 12.52	24,000	24,000	255
12.52 but less than 12.79	24,500	24,500	260
15.48 but less than 15.76	30,000	30,000	315
15.76 but less than 16.03	30,500	30,500	320
16.03 but less than 16.30	31,000	31,000	325
16.30 but less than 16.56	31,500	31,500	330
16.56 but less than 16.84	32,000	32,000	335
16.84 but less than 17.11	32,500	32,500	340
17.11 but less than 17.38	33,000	33,000	345
17.38 but less than 17.65	33,500	33,500	350
17.65 but less than 17.92	34,000	34,000	355
17.92 but less than 18.19	34,500	34,500	360
18.19 but less than 18.46	35,000	35,000	365
18.46 but less than 18.73	35,500	35,500	370
18.73 but less than 19.00	36,000	36,000	375
19.00 but less than 19.27	36,500	36,500	380
19.27 but less than 19.54	37,000	37,000	385
19.54 but less than 19.81	37,500	37,500	390
19.81 but less than 20.08	38,000	38,000	395
20.08 but less than 20.35	38,500	38,500	400
20.35 but less than 20.62	39,000	39,000	405
20.62 but less than 20.89	39,500	39,500	410
20.89 but less than 21.16	40,000	40,000	415
21.16 but less than 21.43	40,500	40,500	420
21.43 but less than 21.70	41,000	41,000	425
21.70 but less than 21.97	41,500	41,500	430
21.97 but less than 22.24	42,000	42,000	435
22.24 but less than 22.51	42,500	42,500	440
22.51 but less than 22.78	43,000	43,000	445
22.78 but less than 23.05	43,500	43,500	450
23.05 but less than 23.32	44,000	44,000	455
23.32 but less than 23.59	44,500	44,500	460
23.59 but less than 23.86	45,000	45,000	465
23.86 but less than 24.13	45,500	45,500	470
24.13 but less than 24.40	46,000	46,000	475
24.40 but less than 24.67	46,500	46,500	480
24.67 but less than 24.94	47,000	47,000	485

24.94 but less than 25.21	47,500	47,500	490
25.21 but less than 25.48	48,000	48,000	495
25.48 but less than 25.75	48,500	48,500	500
25.75 but less than 26.02	49,000	49,000	505
26.02 but less than 26.29	49,500	49,500	510
26.29 but less than 26.56	50,000	50,000	515
26.56 but less than 26.83	50,500	50,500	520
26.83 but less than 27.10	51,000	51,000	525
27.10 but less than 27.37	51,500	51,500	530
27.37 but less than 27.64	52,000	52,000	535
27.64 but less than 27.91	52,500	52,500	540
27.91 but less than 28.18	53,000	53,000	545
28.18 but less than 28.45	53,500	53,500	550
28.45 but less than 28.72	54,000	54,000	555
28.72 but less than 28.99	54,500	54,500	560
28.99 but less than 29.26	55,000	55,000	565
29.26 but less than 29.53	55,500	55,500	570
29.53 but less than 29.80	56,000	56,000	575
29.80 but less than 30.07	56,500	56,500	580
30.07 but less than 30.34	57,000	57,000	585
30.34 but less than 30.61	57,500	57,500	590
30.61 but less than 30.88	58,000	58,000	595
30.88 and up	58,500	58,500	600

NOTE: Each of the hourly job rates in the above table is defined as the straight-time day rate of the employee's regular job exclusive of all premium and fringes. The Part Time Employee Bracket, without regard to the hourly job rate, will apply to any employee who is not regularly scheduled to work thirty or more hours per week.

I. Group Term Life Insurance

A. Group Term Life Insurance will be included in accordance with the above table of Hourly Job Rate Brackets and Corresponding Coverages.

B. Benefits will be payable as a result of death from any cause or at any time or place while the employee is insured. Payment will be made in a lump sum or in installments to the employee's beneficiary. By complying with the provision of the insurance policy, the employee may change his beneficiary whenever he so desires.

C. If the employee becomes totally and permanently disabled while insured and before age sixty (60), his life insurance will remain in force under a waiver of premium as long as the employee remains disabled provided such proofs of disability are furnished as may be required by the insurance company. The first proof must be filed within three (3) months after total disability has lasted nine (9)

months. Subsequent proofs of disability must be furnished as may be required by the Insurance Company.

The nine (9) month waiting period may be waived if satisfactory medical evidence is presented advising that the employee has an incurable disease from which there is no possibility of recovery.

D. The employee, described in Section 1.C above, has the right to elect to receive one hundred percent (100%) of his life insurance in equal monthly installments (each amounting to one eighty-fourth of said insurance plus interest) over a period of eighty-four (84) consecutive months. The first payment will be made in the first month following the time at which he is notified in writing by the Company that the insurance company has determined that he is totally and permanently disabled and shall continue only as long as the employee remains disabled and he cannot thereafter change the election so made.

A totally and permanently disabled employee who has made the above described election and returns to active work for the Company shall have his entitlement to life insurance reduced by the aggregate amount of monthly payments received by him prior to return to work.

Upon the death of a totally and permanently disabled employee who is receiving the above described monthly payments, his beneficiary shall be paid in a lump sum the commuted value of the remaining installments.

E. When an employee's Group Term Life coverage is terminated for any cause, his life insurance will cease except that if the employee's death should occur within thirty-one (31) days thereafter, the death benefit will be payable. By making application and paying the first premium to the insurance company within thirty-one (31) days following termination of his Group Term Life coverage. The employee may convert his Group Term Life Insurance to any individual life insurance policy then customarily issued by the insurance company except Term insurance. This individual policy will be issued without medical examination at the insurance company's regular rates.

II. Accidental Death and Dismemberment Insurance

A. Accidental Death and Dismemberment Insurance will be included in accordance with the above Table of Hourly Job Rate Brackets and Corresponding Coverages.

B. This coverage provides benefits for loss of life, limbs, or the entire and irrecoverable loss of sight, at any time or place -- while the employee is insured, provided the death or dismemberment results directly from bodily injuries sustained solely through accidental means and occurs within

one hundred and eighty (180) days after the date of the accident causing the loss.

C. The full Principal Sum to which the employee is entitled in accordance with the Table of Coverages will be paid for such loss of:
   a. Life.
   b. Both Hands.
   c. Both Feet.
   d. One Hand and One Foot.
   e. One Hand and Sight of One Eye.
   f. One Foot and Sight of One Eye.
   g. Sight of Both Eyes.

   One-half (1/2) the Principal Sum will be paid for such loss of: One Hand or One Foot, or the Sight of One Eye. In no case will more than the full Principal Sum be paid for all losses resulting from one accident.

D. Since this coverage is for losses due to accident, no benefits are payable on account of a loss caused or contributed to by bodily or mental infirmity, ptomaines, bacterial infections, disease, medical or surgical treatment not made necessary by injury covered under the policy, war or suicide.

   Benefits will be payable for a loss which is caused by a bacterial infection that develops from a laceration which was the result of an accidental injury covered by this policy.

III. **Sickness and Accident Insurance (Non-Occupational)**

A. Weekly benefits in accordance with the Table of Hourly Job Rate Brackets and Corresponding Coverages will be payable for periods during which the employee is disabled and prevented from working beginning with the first (1st) day of disability caused by a non-occupational accident, and beginning with the fourth (4th) day of disability caused by a non-occupational sickness. The above notwithstanding, benefit payments caused by a non-occupational sickness will be retroactive to the first (1st) day of disability if the employee is confined as a registered bed patient of a hospital at any time during a period of continuous disability. Benefits will be payable for a maximum of fifty-two (52) weeks during any one period of disability.

B. Benefits will be payable for as many separate and distinct periods of disability as may occur. Periods of disability due to the same cause will be considered the same period of disability unless they are separated by return to full-time work for at least two (2) weeks. Periods of disability due to different causes will be considered different periods of disability if they are separated by return to work.

C. No benefits are payable for any period of disability unless the employee is under the care of a physician.
D. No benefits are payable unless the disability commenced while the employee's insurance was in force.
E. Benefits payable for fractions of a week will be computed at one-seventh (1/7) the weekly amount for each day.

PART B - HEALTH CARE COVERAGE
(Non-Occupational) For Employees and Dependents

Eligible employees may elect to cover themselves and their eligible dependents under any Plan offered by the Company. Each year at open enrollment any one of these eligible employees may transfer himself and his dependents from one plan to another from among these plans.

Note that an eligible employee enrolled in any of the medical plans may not also be enrolled as a dependent of a spouse who is also enrolled as an eligible employee. Furthermore, eligible dependent children can be covered by one eligible employee only, if both parents are eligible employees.

1. A. Effective January 1, 2000, active hourly employees will be offered the Fort James health care plans. Fort James health care plan provisions will be described in each plan's summary plan description (SPD). Employee monthly payroll contributions in 2000 will be:

Monthly Contribution	Fort James Plan
Primary Care Network Plan	$27.50
Traditional Plan	$70.06

Thereafter, composite payroll contributions and plan design will be the same as other employees enrolled in the Fort James health care plans, except that employees enrolled in either of the Fort James health care plans in the year 2001 will pay 75% of other Fort James employees for composite payroll contributions.

B. Termination of Coverage and Extended Benefits

If an employee is totally disabled at the date of termination of coverage hereunder, benefits will continue to be provided by this Plan for a period not to exceed 90 days from the date of such termination (or until the maximum is paid if earlier) provided the employee is under active treatment at the time of such termination.

For such an employee, benefits will be furnished for an additional period not to exceed 90 days solely in connection with the condition causing such total disability and only

during the continuation of such total disability.

Satisfactory proof of such disability and continuation thereof shall be furnished to the Company by the patient.

If a covered dependent is totally disabled at the date of termination of coverage hereunder, benefits will continue to be furnished for a period not to exceed 90 days from the date of such termination (or until the maximum has been paid, if earlier) solely in connection with the condition causing such total disability and only during the continuation of such total disability. Satisfactory proof of such disability and continuation thereof shall be furnished to the Company by the patient or the employee.

The above referenced Extended Benefits only apply to the Fort James health care plans (PCN and Traditional Plans).

2. Each eligible employee may enroll himself and any eligible dependents in a Fort James health care plan or an alternative plan.
3. Subrogation for Injuries by Third Party

   In the event of third party liability, the carrier is entitled to first payment from any settlement with or judgment obtained by the employee against a third party for all amounts paid under the contract on the employee's or dependent's behalf, less reasonable collection costs incurred.
4. Medical Plan Coverage for Early Retirees Age 55 to 65 Hired Prior to 5/31/94.

   Any eligible employee who retires under the terms of the Fort James Retirement Plan and who is age 55 but under 65 at date of retirement and not eligible for Medicare may continue for himself and his eligible dependents (who also are not eligible for Medicare) the medical coverage described in Schedule 1, Part B of this Exhibit, in which they were enrolled at the time of their retirement. Such retirees will be able to change their coverage at the annual open enrollment on the same basis as active eligible employees.

   Coverage for the retiree will be continued until he or she becomes eligible for Medicare, attains age 65 (or older if modified by Medicare eligibility during the term of this agreement), or dies, whichever occurs first.

   Coverage for a dependent spouse may be continued until becoming eligible for Medicare, attaining age 65, or remarrying, whichever occurs first.

   Coverage for an eligible dependent child may be continued provided he or she continues to meet the definition of eligible dependent described in Section 1.(C) of this Exhibit B and is not covered by Medicare.

Death of the retiree shall not affect the coverage of the dependent spouse or dependent children.

The retiree (or surviving dependents) shall pay the difference in premium rates on the same basis as active eligible employees.

Employees hired after 5/31/94 are not eligible for early retiree hospital/surgical/medical benefits.

5. Medical Plan Coverage for Disability Retirees under Age 55

Medical coverage for all employees and their eligible dependents who qualify for a permanent and total disability retirement benefit under the provisions of the Fort James Retirement Plan and who, upon the effective date of such retirement, are not yet 55 years of age, will be continued with the cost paid for by the Company. The Medical coverage to be continued is that coverage which covered the employee when actively at work and as modified by subsequent collective bargaining negotiations. Coverage for the retiree and for his eligible dependents will be continued for thirty (30) months or until the date on which the retiree becomes eligible for Medicare or until the end of the calendar month in which the retiree dies, whichever is earlier.

During the time any of the optional plan coverages is so continued, the retiree (or surviving dependents) shall continue to pay the difference in premium rates on the same basis as active eligible employees.

6. Medical Plan Coverage for Dependents of Deceased Employees

In the event of an employee's death, eligibility for Medical Plan coverage for the surviving spouse and dependent children will be extended for a period of three (3) months following the month in which the death occurred. If the deceased employee, at the time of death, was eligible for early retirement under the Fort James Retirement Plan, Medical coverages will continue for the spouse and dependent children who continue to be eligible under the Plan definition until when the spouse remarries, is covered by another group insurance program, or is eligible for Medicare, whichever occurs first. During the time any of the optional plan coverages is so extended, the surviving spouse or dependents shall continue to pay the difference in premium rates on the same basis as active eligible employees.

PART C - DENTAL PLAN FOR EMPLOYEES AND DEPENDENTS

The Company will provide a Dental Plan as set forth below for

each employee effective the first of the month following six months continuous employment and for his eligible dependents. Eligible dependents include the employee's spouse and unmarried dependent children birth to 19 (to 23 if attending school). An unmarried child 19 years or over may continue to be eligible as a dependent if he is incapable of self-support because of physical or mental incapacity that commenced prior to reaching age 19 and if he is chiefly dependent on the eligible employee for support and maintenance, provided proof of such incapacity and dependency is submitted within six months following his 19th birthday, and thereafter upon request of the carrier, but not more frequently than annually.

I. Benefit Formula:

A. With respect to covered dental expenses, the Plan pays 70% of the participating dentist's usual, customary and reasonable fee (or 70% of the carrier's Indemnity Schedule, if a non-participating dentist) for the following services:

1. Diagnostic - The necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment.
2. Preventive - The necessary procedure to prevent the occurrence of oral disease, including:
   - Prophylaxis once every six months
   - Topical application of fluoride solution
   - Space maintainers.
3. Oral Surgery - Provides the necessary procedures for extractions and other dental surgery including pre and post-operative care.
4. Restorative Dentistry - Provides the necessary procedures for amalgam, synthetic porcelain and plastic restorations. Gold restoration, crowns, and jackets will be provided when teeth cannot be restored with the above materials.
5. Endodontics - Provides the necessary pulpal therapy and root canal filling (treatment of non-vital teeth).
6. Provides the necessary procedures for treatment of the tissues supporting the teeth.

B. Incentive Plan:

Under the Incentive Plan, the covered patient qualifies for an automatic 10% increase in the above benefits each year as long as he visits the dentist at least once each year and up to maximum benefit of 100%. If the patient fails to visit his dentist in a given year, his co-insurance reverts to the level of the previous year, but never falls below 70%.

C. Prosthetics:

The Plan pays 70% of the participating dentist's usual customary and reasonable charges (or 70% of the carrier's indemnity schedule if a non-participating dentist) for pros-

thetics (full and partial dentures, denture repairs and bridges). This payment is not subject to the incentive feature of the plan.

II. Maximum Benefits:
Benefit payments will not exceed $1,500 per person, per calendar year.

III. Coordination of Benefits:
The Plan is subject to a "Coordination of Benefits Clause" which governs the payment of benefits when an individual is covered by two or more dental Plans.

IV. Exclusions
A. Services for injuries or conditions which are compensable under Workmen's Compensation or Employer's Liability Laws; services which are provided the eligible patient by any Federal or State Government Agency or are provided without cost to the eligible patient by any municipality, county or other political subdivision.
B. Services with respect to congenital malformations or cosmetic surgery or dentistry for purely cosmetic reasons.
C. Prosthodontic Services or Devices (including crown and bridge) or any single procedure started prior to the date the patient became eligible for such services under this Agreement.
D. Orthodontic Services.

V. Each eligible employee and his eligible dependents may enroll under an optional plan in full substitution for the coverage provided above.
A. An eligible employee and his eligible dependents may enroll in one plan or the other during the initial enrollment established by the respective contracts with the carriers.
B. Thereafter, an employee and his dependents may transfer on each January 1 anniversary date.
C. Dependent coverage must be transferred with the employee coverage.

EXHIBIT C

FORT JAMES RETIREMENT PLAN
SCHEDULE 85
SUMMARY OF MAIN PROVISIONS
APPLICABLE TO THE CAMAS MILL

INTRODUCTION

This Exhibit C will help you understand the main features of the Fort James Retirement Plan as it applies to you. The information is effective for hourly employees at Camas, Washington, who are represented by the Association of Western Pulp and Paper Workers, Local 5, and who are covered under Schedule 85 of the Plan. If you have questions about your benefits, your local Benefits Representative will help you get them answered.

When you are preparing for retirement, keep in mind that the FJ Retirement Plan is not the only financial resource provided for employees. You and the Company contribute together toward your Social Security benefit. As you near retirement age you should contact your local Social Security office for full information on the benefits you can expect to receive.

Please note: This Exhibit C is a summary of your Fort James Retirement Plan. The Official Plan document and Trust Agreement govern the operations of the Plan and the payment of all benefits. Information on how you may review those official documents is given at the end of this Exhibit, under "Your ERISA Rights".

PLAN HIGHLIGHTS

The Fort James Retirement Plan...

- This Plan provides a bargained benefit fully paid by the Company. You make no contributions toward the cost of your retirement benefits.
- Provides you with a monthly pension based on your wage rate and the number of years you are employed by the Company before retiring.
- May provide a monthly pension if you become totally disabled before the time you plan to retire.
- Offers you flexible dates for retirement -- as early as age 55, if you have the required Vesting Service.
- Offers you a choice of benefit payment options, including continuing benefits for your beneficiary after your death.
- Can provide a benefit at retirement even though you leave the Company before that time, if you qualify as a Termi-

nated Vested Participant.

COST OF THE PLAN

Fort James Corporation pays the full cost of the Retirement Plan; employee contributions are neither required nor allowed. The Company makes regular contributions to the Retirement Plan Trust Fund. Those contributions are invested on behalf of Plan members, so that the Trust Fund is maintained at a level that will pay present and future benefits for covered employees.

ELIGIBILITY AND ENROLLMENT

You are eligible for the Plan effective on your date of hire and are automatically enrolled in the Plan.

CALCULATING YOUR BENEFITS

Your Normal Retirement Benefit at Age 65

Your normal retirement date is the first of the month following your 65th birthday.

Your normal monthly retirement benefit is calculated by multiplying your years of Benefit Service times your Monthly Benefit Rate, which is based on your wage rate. The result is the amount you would receive for your lifetime only, if there were no modifications to your normal benefit such as an early retirement, vested retirement or selection of an option for continuing spouse's benefit. The effect of such modifications is described later in this Exhibit.

To calculate your normal monthly retirement benefit, find the Regular Straight Time Job Rate ("Blue Slip Rate") you will have on your retirement date. Look across the chart below to find the Monthly Benefit Rate for your "Blue Slip Rate". Then multiply the Monthly Benefit Rate times the years of Benefit Service you will have at retirement. Further information on your projected pension calculation may be obtained from Human Resources.

SCHEDULE OF BENEFIT RATES

Classification	Regular Straight Time Job Rate ("Blue Slip Rate")	Corresponding Monthly Benefit Rate Per Year of Service Payable at Age 65 on a Lifetime Only Basis					
		6/1/99	6/1/00	06/1/01	6/1/02	6/1/03	6/1/04
1	15.48 - 15.82	27.50	28.50	30.00	31.00	32.50	34.00
2	15.83 - 16.16	28.00	29.00	30.50	31.50	33.00	34.50
3	16.17 - 16.50	28.50	29.50	31.00	32.00	33.50	35.00
4	16.51 - 16.85	29.00	30.00	31.50	32.50	34.00	35.50
5	16.86 - 17.19	29.50	30.50	32.00	33.00	34.50	36.00
6	17.20 - 17.53	30.00	31.00	32.50	33.50	35.00	36.50
7	17.54 - 17.87	30.50	31.50	33.00	34.00	35.50	37.00
8	17.88 - 18.22	31.00	32.00	33.50	34.50	36.00	37.50
9	18.23 - 18.56	31.50	32.50	34.00	35.00	36.50	38.00
10	18.57 - 18.90	32.00	33.00	34.50	35.50	37.00	38.50
11	18.91 - 19.24	32.50	33.50	35.00	36.00	37.50	39.00
12	19.25 - 19.58	33.00	34.00	35.50	36.50	38.00	39.50
13	19.59 - 19.92	33.50	34.50	36.00	37.00	38.50	40.00
14	19.93 - 20.26	34.00	35.00	36.50	37.50	39.00	40.50
15	20.27 - 20.61	34.50	35.50	37.00	38.00	39.50	41.00
16	20.62 - 20.95	35.00	36.00	37.50	38.50	40.00	41.50
17	20.96 - 21.30	35.50	36.50	38.00	39.00	40.50	42.00
18	21.31 - 21.65	36.00	37.00	38.50	39.50	41.00	42.50
19	21.66 - 22.00	36.50	37.50	39.00	40.00	41.50	43.00
20	22.01 - 22.35	37.00	38.00	39.50	40.50	42.00	43.50
21	22.36 - 22.70	37.50	38.50	40.00	41.00	42.50	44.00
22	22.71 - 23.05	38.00	39.00	40.50	41.50	43.00	44.50
23	23.06 - 23.40	38.50	39.50	41.00	42.00	43.50	45.00
24	23.41 - 23.75	39.00	40.00	41.50	42.50	44.00	45.50
25	23.76 - 24.11	39.50	40.50	42.00	43.00	44.50	46.00
26	24.12 - 24.47	40.00	41.00	42.50	43.50	45.00	46.50
27	24.48 - 24.83	40.50	41.50	43.00	44.00	45.50	47.00
28	24.84 - 25.19	41.00	42.00	43.50	44.50	46.00	47.50
29	25.20 - 25.55	41.50	42.50	44.00	45.00	46.50	48.00
30	25.56 - 25.91	42.00	43.00	44.50	45.50	47.00	48.50
31	25.92 - 26.27	42.50	43.50	45.00	46.00	47.50	49.00
32	26.28 - 26.63	43.00	44.00	45.50	46.50	48.00	49.50
33	26.64 - 26.99	43.50	44.50	46.00	47.00	48.50	50.00
34	27.00 - 27.35	44.00	45.00	46.50	47.50	49.00	50.50
35	27.36 - 27.71	44.50	45.50	47.00	48.00	49.50	51.00
36	27.72 - 28.07	45.00	46.00	47.50	48.50	50.00	51.50
37	28.08 - 28.43	45.50	46.50	48.00	49.00	50.50	52.00
38	28.44 - 28.79	46.00	47.00	48.50	49.50	51.00	52.50
39	28.80 - 29.15	46.50	47.50	49.00	50.00	51.50	53.00
40	29.16 - 29.51	47.00	48.00	49.50	50.50	52.00	53.50
41	29.52 - 29.87	47.50	48.50	50.00	51.00	52.50	54.00
42	29.88 - 30.23	48.00	49.00	50.50	51.50	53.00	54.50
43	30.24 - 30.59	48.50	49.50	51.00	52.00	53.50	55.00
44	30.60 - 30.95	49.00	50.00	51.50	52.50	54.00	55.50
45	30.96 - 31.31	49.50	50.50	52.00	53.00	54.50	56.00
46	31.32 - 31.67	50.00	51.00	52.50	53.00	55.00	56.50
47	31.68 - 32.03	50.50	51.50	53.00	54.00	55.50	57.00
48	32.04 - 32.39	51.00	52.00	53.50	54.50	56.00	57.50
49	32.40 - 32.75	51.50	52.50	54.00	55.00	56.50	58.00
50	32.76 - 33.11	52.00	53.00	54.50	55.50	57.00	58.50

51	33.12 - 33.47	52.50	53.50	55.00	56.00	57.50	59.00
52	33.48 - 33.83	53.00	54.00	55.50	56.50	58.00	59.50
53	33.84 - 34.19	53.50	54.50	56.00	57.00	58.50	60.00
54	34.20 - 34.55	54.00	55.00	56.50	57.50	59.00	60.50
55	34.56 - 34.91	54.50	55.50	57.00	58.00	59.50	61.00
56	34.92 - 35.27	55.00	56.00	57.50	58.50	60.00	61.50

Half cents will be rounded up to the next whole cent.

CALCULATING YOUR BENEFITS

Your Normal Retirement Benefit at Age 65 (Continued)

Your Monthly Benefit Rate applies to all your Benefit Service prior to and through the period the above schedule is in effect. However, in the event your job rate is reduced, any reduced Monthly Benefit Rate will apply only to the Benefit Service for which you are credited on and after the next effective date of a subsequent schedule.

Generally, if you were actively at work on the effective date of the above schedule, your regular straight time job rate on that date will determine your Monthly Benefit Rate. However, there are conditions that can affect which job rate is applicable. These are:

- If you are hired or rehired after the most recent schedule effective date, the regular straight time job rate ("Blue Slip Rate") of the position you are hired or rehired into will determine your corresponding monthly benefit rate.
- If you return to active employment from an authorized leave of absence, the regular straight time job rate ("Blue Slip Rate"), depending on the date of your return to active employment, of the job you return to, will determine your corresponding monthly benefit rate.
- If you terminate employment while on an authorized leave of absence, and upon termination are entitled to a present or future benefit from the Plan, your regular straight time job rate ("Blue Slip Rate") of the job you left will determine your corresponding monthly benefit rate.
- If you transfer from a location outside the mill or from salary to hourly after the effective date of the above schedule, the regular straight time job rate ("Blue Slip Rate") of the position transferred to will determine your corresponding monthly benefit rate.
- Notwithstanding the general rule stated above, if you are actively at work on the applicable effective date and, due to operation of the Job Rate Retention provisions of the labor agreement, you are being paid at a straight time job rate ("Blue Slip Rate") greater than the straight time job rate ("Blue Slip Rate") of the job you currently are holding, the straight time job rate ("Blue Slip Rate") you are actually

being paid will determine your corresponding monthly benefit rate.

- Notwithstanding the general rule stated above, if you are actually at work on the applicable effective date, have been permanently assigned to the same position for at least one year and prior to such effective date, due to ill health, are unable to perform such permanent job and are transferred on or after your 50th birthday to a lower straight time job rate, your straight time job rate prior to such a transfer will be deemed to be the straight time job rate to determine your corresponding monthly benefit rate. Such monthly benefit rate will remain in effect until you attain a straight time job rate under a subsequent schedule which entitles you to a higher monthly benefit rate.
- If you are a new employee filling a position created after the latest effective date, the regular straight time job rate established for your position will be reduced by any wage increases granted after the latest effective date for the purpose of determining your corresponding monthly benefit rate.
- If a government entity imposes a wage freeze during the term of the Labor Agreement, the bracket in effect at that time will continue to apply. If you are promoted and would have moved up on a subsequent schedule, your new frozen job rate will apply to the applicable bracket as though you had been at your promoted rate on the Schedule in effect prior to the wage freeze. This provision is applicable provided any such wage freeze rules permit it.

Figuring a Normal Retirement Benefit

These examples of retirement benefits show benefits determined by the indicated Monthly Benefit Rates when payments are for your lifetime only. If you elect a form of retirement income with a survivor benefit, the amount would be reduced in accordance with your choice.

	Monthly Benefit Rate		
	$30.00	$40.00	$50.00
Years Of Benefit Service	Monthly Retirement Income For Your Lifetime Only:		
20	$600.00	$800.00	$1000.00
25	750.00	1000.00	1250.00
30	900.00	1200.00	1500.00
35	1050.00	1400.00	1750.00

Acquired Companies: Service and Benefit Offsets

If you were employed with certain companies acquired by Fort James or a non-participating subsidiary, you may be granted additional Service credit for such employment. However, any benefits you may receive from another pension plan on account of such employment will not be duplicated by the Fort James Retirement Plan.

IF YOU LEAVE BEFORE AGE 65

Even if you leave Fort James before your normal retirement date, you will still receive a pension benefit if you qualify for an Early or Disability Retirement, or for a Vested Termination.

Early Retirement

You can retire early if you meet the following age and Vesting Service requirements:

Age	Years of Vesting Service
55 - 57	15
58	14
59	10
60 and Over	5

Your benefits are figured the same way as benefits at normal retirement age. Then they are multiplied by an early retirement factor for your age when payments will begin, as follows:

Benefits Begin At Age	Factor	Benefits Begin At Age	Factor
65	100%	59	82%
64*	97%	58	79%
63*	94%	57	76%
62*	91%	56	73%
61	88%	55	70%
60	85%		

* Non-Discounted Early Retirement. If you retire when you are 62 and have 20 or more years of Vesting Service, you receive your normal retirement benefits starting immediately, with no reduction.

Level Income Arrangement

If you do retire early, before you're 62, you may need a greater retirement benefit until you are eligible for Social Security benefits which are currently not available until age 62 unless you are disabled. You may elect to have your Fort James benefit increased during those years between your early retirement and age 62. Then, when your Social Security benefits begin at age 62, your Fort James benefit will be reduced. This "Level Income Option" will help "level" your retirement income until the time when all benefits are being paid. You may elect this arrangement in addition to one of the payment options described later in this Exhibit.

Disability Retirement

The Plan can provide income if illness or injury prevents you from working. You are entitled to a disability pension if ...

- You have completed at least 10 years of Vesting Service and have been permanently disabled at least two consecutive calendar months prior to date of retirement, and
- The Pension Review panel determines, based on medical evidence, that this condition is total and likely to be permanent. You must present satisfactory medical evidence that you have become physically or mentally incapable of performing any work covered by this labor agreement for which you are reasonably qualified by education, training, and experience. Your condition is subject to periodic reviews. You will be entitled to your pension, however, as long as you remain totally and permanently disabled. If it is determined that you are no longer totally and permanently disabled, your Disability Retirement Benefit shall cease.

  The two-month requirement will be waived, for the sole purpose of qualifying your designated beneficiary (as described below), if all of the following conditions are met:

- You are not eligible for Early Retirement,
- You have been required to discontinue active employment due to an incurable terminal disease, verified by competent medical authority,
- You have applied for Total and Permanent Disability Retirement,
- You die as a result of said incurable disease within the two-month period.

If all of these conditions are met, your designated beneficiary will receive the payment option you elected on the first of the month following your death.

Your disability pension is calculated like your normal retirement

benefit, using your Benefit Service and Monthly Benefit Rate in effect at the time of your retirement. Your disability pension is not reduced by an early retirement age factor, no matter what your age at disability retirement, although your pension amount may be adjusted if you choose an optional method of payment.

Vested Benefits After Termination

If you have satisfied vesting requirements, you're entitled to a vested benefit if you leave for any reason other than normal, early or disability retirement. The vesting retirements are:

Age at Termination	Years of Vesting Service Needed
Any Age	5

Your benefits are determined at your date of termination of employment. If you want them to begin before you're 65, they are multiplied by a factor for your age at the time your payments start.

Benefits Begin At Age	Factor	Benefits Begin At Age	Factor
65	1.0000	59	.5887
64	.9090	58	.5436
63	.8288	57	.5031
62	.7580	56	.4664
61	.6950	55	.4331
60	.6389		

The earliest age benefits may commence is age 55.

HOW YOUR PENSION IS PAID

Your pension benefit will be paid to you once each month. The actual amount you receive each month will depend upon several factors other than the normal benefit calculation; these are marital status and option selected, if any.

Your Marital Status

If you are SINGLE when you retire, you will receive the full monthly amount as calculated under the benefit formula, for the rest of your life.

If you are MARRIED when you retire, your monthly pension benefit is reduced to provide a lifetime income for your spouse if he or she outlives you. The benefit payable to your surviving spouse

is 50% of the amount you received during your lifetime unless you select another available payment option (see below). The amount of reduction in your benefit needed to provide this continuing income for your spouse will depend on the ages of you and your spouse at the time you retire.

Payment Options

No matter what your marital status when you retire, if you are taking NORMAL or EARLY retirement, you may select one of the following payment options if you feel it better suits your personal needs.

- Single Life Annuity. You receive the full amount produced under the benefit formula as long as you live.
- 100% Survivor option. You receive reduced monthly payments, and after your death your designated beneficiary receives the SAME amount for life.
- 50% Survivor option. You receive reduced monthly payments and after your death your designated beneficiary receives 50% of the amount for life.
- Ten Year Certain and Life Annuity. You receive reduced monthly payments for your life, and if you should die before receiving 120 monthly payments, your designated beneficiary receives continued payments in the same amount until a total of 120 payments have been made. If you do not have a beneficiary when you die, benefits are paid to your estate.

If you are single and are either eligible for disability retirement or qualify as a Terminated Vested Participant, all payment options are available, except the Level Income option.

If you are married and are either eligible for disability retirement, or qualify as a Terminated Vested Participant, your benefit is automatically the 50% Survivor Benefit unless you elect any other option, with the notarized approval of your spouse.

You may change your election anytime before your income starts. However, if you request information before your income starts as to the effect of any elections, the time you have for changing your election will be extended 90 days from the date the information is furnished to you.

SURVIVOR BENEFITS

If You Defer Your Income

The Plan provides protection for your survivor's benefits if you should die before your benefits begin.

The amount of benefit payment to your survivor will be equal to

the amount your survivor would have received after your death if you had requested to have your pension income start on the first of the month following your death.

If you die after you have retired or left the Company and you are vested , but before your retirement benefits start, your spouse will receive a post-retirement survivor benefit. To qualify, you must be legally married to your spouse for the 12-month period before your death.

Benefits are paid to your spouse beginning on the date you would have been eligible for normal retirement benefits. If your spouse requests, benefits can be paid as early as the first day of the month following the date you would have turned age 55, or if later, the date you die.

Your spouse's benefit is calculated as though you had survived to the date your spouse elects to begin receiving benefits and had started receiving a joint and 50% survivor annuity the day before. If you elect another payment option and die before benefits commence, survivor benefits will be paid based on the payment option elected.

If you die after your benefits have started, your survivor's benefit will be paid according to the conditions described under "How Your Pension is Paid."

$1,000 Post-Retirement Survivor Benefit

In addition to other benefits payable under this Plan, if you retire from active service, your spouse may receive a $1,000 lump sum payment when you die. Your spouse qualifies if you:

- Retire immediately after your service with the Company ends, or
- Retire while you are covered by a multi-employer plan to which the Company contributes.

If you are not married-or if your spouse consents in writing-you can choose to have someone other than your spouse receive this benefit. If you are single, you must designate a beneficiary in writing. If you do not have a beneficiary when you die, benefits are paid to your estate.

Spouse's Benefits If You Die Before Retirement

If you are married and are eligible for normal or early retirement, your spouse will receive a spouse's benefit upon your death during employment. This benefit payment will be equal to the amount your spouse would have received after your death if you had elected a full survivor option and retired on the first of the month following your death. Payments can commence on the month following death or later if desired.

If you are married and are vested but not yet 55 at the time of your death, your spouse will receive a spouse's benefit upon your

death during employment, commencing no earlier than the earliest date you could have commenced receiving benefits. This benefit payment will be equal to the amount your spouse would have received after your death if you had elected a 100% survivor option, terminated your employment and deferred receipt of benefit until age 55.

You must have been married to your spouse during the entire 12-month period before your death for your spouse to be entitled to this benefit.

The benefit is paid in equal monthly payments for the lifetime of your spouse.

DEFERRED RETIREMENT

If you are employed with the Company after you reach age 65, any retirement income to which you are entitled will not be payable until your actual retirement.

GENERAL INFORMATION

How Your Service is Calculated

Three types of service are important for your Retirement Plan:

- Eligibility Service determines when you may participate in the Plan.
- Vesting Service determines when you have the right to retire or terminate with benefits.
- Benefit Service is used in the calculation of your benefits.

In this section, wherever "Service" is used, it includes Eligibility, Vesting and Benefit Service unless otherwise specified.

If your employment includes service prior to January 1, 1976, you are credited with Vesting Service and Benefit Service according to the Plan provisions that were in effect prior to January 1, 1976. This means that all the rules relating to breaks in service (including required minimum hours and length of employment) under those provisions apply to your employment up to January 1, 1976.

Service from January 1, 1976 is basically credited for your continuous period of employment. You may, however, lose credit for service under certain conditions. Your Service ends after one year of absence if:

- You are absent from active employment due to layoff, or
- You have an unpaid leave of absence of over one year and do not return to work in the time allowed, or
- You have an unpaid leave of absence for the purpose of being a full-time or part-time union officer or employee, or for holding public office.

If you are re-employed within 12 months after first becoming

absent from active employment for any reason, the period of time you were absent is added to your Eligibility and Vesting Service, but does not count for Benefit Service.

If you were not vested, and you terminate employment and do not return to active employment within five years after your period of Service ends, you may lose your prior service. You lose your prior service only if your period of severance from Service equals or exceeds the greater of five or the number of years of service before the break. This rule is applied separately to prior Vesting Service and Eligibility Service. If Vesting Service is lost, all prior Benefit Service is lost at the same time.

If you were granted credit for past service with an acquired corporation, the Plan may provide that such past service is lost if you incur any break in service and the above rules do not apply.

Reinstatement Rule: Even if you do lose prior Service because of the above rules, up to five years of your prior Service will be reinstated upon your return to active employment. Any acquired corporation service cannot be reinstated.

How You Could Lose Your Benefits

The following are circumstances any one of which may result in disqualification, ineligibility, denial, loss, forfeiture, or suspension of benefits described in the summary:

- You fail to meet the eligibility requirements for benefits.
- You leave the Company before you have a non-forfeitable right to your accrued benefits. This happens if you have not satisfied the requirements for retirement benefits or termination of employment with vested benefits.
- You die while in employment and have not satisfied the requirements for a spouse's benefits prior to your death.
- If you are re-employed by the Company while receiving a retirement income, benefit payments will be suspended until your employment terminates again. Your benefits will then be redetermined to take into account the value of the benefits you previously received. The $1000 death benefit is payable only when you're actually in retirement.

Claiming Benefits

To receive benefits, you or your beneficiary must file a claim for benefits by completing the necessary forms. If you are married and choose a payment option other than a joint and survivor option, your spouse must sign the necessary forms and have the signature notarized. These forms may be obtained from your Benefits Representative, who will aid you or your beneficiary in completing the forms.

Claims Review

If your claim for benefits is denied, you will be provided with a notice within 90 days after your application is received from the Plan Administrator. It will contain:

- Specific reason for denial.
- Specific reference to the Plan provision upon which the denial is based.
- Description of any additional information which is necessary to perfect the claim and why this information is necessary.
- Explanation of the Review Procedure described below.

If special circumstances require an extension of up to an additional 90 days for processing of the claim, you will be notified in advance of the extension, the nature of the special circumstances and how soon the Plan Administrator expects to make a decision.

If the claim has been denied, you or your beneficiary or an authorized representative may appeal by asking for a review under the following Review Procedure:

- Application for Review must be filed with the Plan Administrator in writing within 60 days after receipt of the denial notice for application purposes only. You or your beneficiary or an authorized representative may review pertinent documents, other than legally privileged materials. The appeal letter should state the reasons for believing the claim should be paid, including all pertinent data.
- After receiving the Application for Review, the Plan Administrator may require submission of additional material necessary and will review the claim. A written notice of its decision will be sent within 60 days of receipt of the appeal. Special circumstances may delay the review decision up to an additional 60 days for processing. If this 60-day extension is required, the applicant will receive written notification in advance.
- If the denial is confirmed, the notice will include the reasons for the decision and reference to the specific plan provisions which are pertinent to the decision.

Termination of the Plan

The Company expects to continue the Plan indefinitely. Future conditions, however, cannot be foreseen, and the Board of Directors retains the authority to amend or to terminate the Plan at any time and for any reason, subject to any applicable collective-bargaining agreement.

Upon termination of the Plan, no assets of the Plan shall revert to Fort James or any other member of the Affiliated Group or be

used for purposes other than the exclusive purpose of providing benefits to the Participants, Spouses, Joint Annuitants, and the Beneficiaries who have an interest in the Plan and of defraying the reasonable expenses of administering the plan and such termination, except as otherwise provided below.

Each Participant shall become fully vested in such Participant's accrued benefit. Upon termination of the Plan, the Trust Fund shall continue until all of its assets have been distributed as provided below. Except as otherwise provided by law, neither a Participating Company nor any other person shall have any liability or obligation to provide benefits hereunder after such termination. Upon such termination, Participants, Spouses, Joint Annuitants and Beneficiaries shall obtain benefits solely from assets of the Plan.

Upon termination of the Plan, its assets shall be allocated by the Pension Review Panel on an actuarial basis among Participants, Spouses, Joint Annuitants and Beneficiaries in the manner prescribed by law. Any residual assets remaining after such allocation shall be distributed to the Participating Companies if all liabilities of the Plan to Participants, Spouses, Joint Annuitants and Beneficiaries have been satisfied and such distribution is legal.

There are further restrictions placed on highly compensated participants in the event of an early termination of the Plan.

FOR THE RECORD

Administrative Details

Name of Plan:	Fort James Retirement Plan
Plan Sponsor:	Fort James Corporation of Virginia P.O. Box 2218 Richmond, VA 23218-2218 Telephone: (804) 644-5411
Participating Employers:	Employers are Fort James Corporation or certain subsidiaries. You or any beneficiary may receive, upon written request, information as to whether a particular employer is a participating employer and that employer's address.
Plan Administrator:	Fort James Corporation of Virginia P.O. Box 89 Deerfield, Illinois 60015 Telephone: (847) 317-5000 Contact: Director Employee Benefits

A Pension Review Panel is appointed by Fort James. The Panel interprets Plan provisions and authorizes all benefit payments.

Agent for Services of Legal Process:	Corporate Counsel Fort James Corporation of Virginia P.O. Box 2218 *Richmond VA 23218-2218* Service of legal process may also be made upon the Plan Administrator.
Plan Numbers:	*Employers Identification Number:* (EIN) 94-0413250 Plan Number: (PIN) 001
Plan Trustee:	State Street Bank & Trust Company *P. O. Box 1992* Boston, MA 02105-1922
Plan Year:	January 1 through December 31.
Plan Funding:	The Fort James Retirement Plan is a defined benefit pension plan. To provide for future pension payments, the Company makes regular contributions to an independent Trust fund. The amount contributed varies from year to year, depending on the recommendations of independent actuaries. According to the terms of the Plan and Trust Agreements, all contributions are paid directly into a Trust fund managed by State Street Bank & Trust. The Trustee invests the assets of the fund, from which benefits are paid to Plan members and beneficiaries.
Plan Termination Insurance:	Benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. Generally, the PBGC guarantees most vested normal age retire-

ment benefits, early retirement benefits, and certain disability and survivor's pensions. However, PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations.

The PBGC guarantees vested benefits at the level in effect on the date of plan termination. However, if a plan has been in effect less than five years before it terminates, or if benefits have been increased within five years before plan termination, the whole amount of the plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit the PBGC guarantees, which is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, ask your Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to the Office of Communications, PBGC, 2020 K Street, N.W., Washington, D.C. 20006. The PBGC Office of Communications may also be reached by calling (202) 254-4817.

Your ERISA Rights

As a member of the benefit plan described in this booklet, you have certain rights and protections, as outlined in the following statement adapted from regulations of the U.S. Department of Labor.

While we want you to know what you are now guaranteed by law, we believe that all your rights will continue to be protected as a matter of Company policy.

In 1974 the Employee Retirement Income Security Act (ERISA) was enacted to safeguard the interests of participants and beneficiaries in employee benefit plans.

ERISA provides that all plan members are entitled to:

- Examine, without charge, at the Plan Administrator's principal office, P.O. Box 89, Deerfield, IL 60015 and other specified locations, such as work sites, all Plan documents and insurance contracts; copies of all documents filed with

the U.S. Department of Labor, such as detailed annual reports and plan descriptions; and a list of all affiliated companies participating in the plans. The above includes examination of copies of the collective-bargaining agreement under which Schedule 85 of this Plan is maintained.

- Obtain copies of all documents and other Plan information by writing to the appropriate Plan Administrator. There may be reasonable charge for the copies.
- Receive summaries of the Plan's annual financial report ("Summary Annual Report"). The Plan Administrator is required by law to furnish each plan member with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension benefit from the Pension Plan at normal retirement age (65) and, if so, what your benefits would be at normal retirement age if you stop working under the Pension Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan members, ERISA imposes obligations on the people responsible for the operation of your Plans. These people, called "fiduciaries," have a duty to operate your Plans prudently and in the interest of all Plan members and beneficiaries.

No one - you employer or any other person - may fire you or otherwise discriminate against you in any way for the purpose of preventing you from obtaining a benefit or exercising your rights under ERISA. However, this rule neither guarantees continued employment nor affects your employer's right to terminate your employment for other reasons.

If your claim for a benefit is denied in whole or in part, you will receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the rights listed above.

For instance, if you request Plan materials and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $100 a day until you receive them, unless they were not sent because of reasons beyond the Administrator's control.

If your claim for benefits is denied, and you have been through the Plan's appeals procedure, you may sue in a state or federal court.

If you believe that Plan fiduciaries are misusing Plan money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you win, the court may order the person you sued to pay these legal expenses. If you lose, the court may order you to pay the court costs and legal fees (if, for example, it finds your claim is frivolous).

If you have any questions about one of the Plans, you should contact the appropriate Plan Administrator. If you have any questions about this statement or your rights under ERISA, you should contact the nearest Area Office of the Labor-Management Services Administration of the U.S. Department of Labor.

EXHIBIT D

COST CONTAINMENT COMMITTEES

1. The Union and the Company recognize and acknowledge that high and rising health care costs are a problem of the greatest priority and deserving of increased attention by the Union, the Company and the Employees. The parties also acknowledge that the preferred initial approach to this problem is a good-faith cooperative effort. Therefore, the parties agree that:

   The Mill and Local will form a Joint Cost Containment Committee which shall consist of not less than two nor more than three bargaining unit members from the Mill and an equal number of management representatives from the Mill.

   The objective of the Committee will be to identify opportunities to contain costs in the area of health care, to prioritize the opportunities and to develop programs to aid in cost containment.

   Subjects the Committee may want to consider but not be bound or limited to may include the following:

   A. Communicate the formation of a committee to alert community health service agencies.
   B. Expansion of the committee to include members of the community health system agencies such as doctors, hospital administrators, service bureau representatives, etc.
   C. Periodic mailers or memorandums which promote healthful habits.
   D. Educate employees, dependents and providers of cost effective alternative services available under the benefits.
   E. Monitor and question hospital and physician rate increases in the community.
   F. Make alternative medical plan design and Plan Administrator recommendations to the Company.

MEMORANDUM OF UNDERSTANDING

The expenses associated with the activities of the Joint Cost Containment Committee shall be shared in the following manner.

The Company will be responsible for all expenses resulting from the Committee's activities, except for:

a) Travel expenses to and from Cost Containment meetings.
b) Lodging.
c) Meal expenses except those served during Cost Containment meetings.

Bargaining Unit members of the Joint Cost Containment Committee will be paid for time spent on Cost Containment matters, not to exceed eight hours at the employee's straight time rate per day.

Upon request, Bargaining Unit members of the Joint Cost Containment Committee will be provided relief, if their work shift interferes with their participation in a scheduled Committee meeting.

EXHIBIT E

SENIORITY GROUND RULES

A. Promotions and Demotions

This Exhibit covers the promotion and demotion of employees except as provided in Section 20, paragraph C-1.

1. Progression ladders will be established in all business units to cover as many jobs as practical. Business Unit progression ladders will show all non-ladder jobs as well.
2. Wherever practical, jobs on progression ladders will be established in relation with job rates. In cases where the position of jobs on a ladder is reversed due to a rate change or other reason, senior employees on the former higher step may bump the incumbents on the new higher paid job. All subsequent ladder promotions will be made on the basis of normal ladder promotion procedure.
3. Except as otherwise provided in business unit seniority ground rules, in the event a business unit non-ladder job is permanently discontinued, the employee(s) involved will be returned to the job in the ladder which he left to accept the non-ladder job. With regard to job seniority, he will return to the same seniority position he held when he left the ladder. For example, if his relative seniority on a rung of a progression ladder had been No. 3 at the time he left, he would be returned to the No. 3 position of that same rung in that ladder. In case his former job had been discontinued, he would similarly be moved to the next lower rung in the progression ladder.

   Similarly, an employee who came from a business unit non-ladder job will return to that job. The employee so displaced will return to his previous job in the same manner.
4. It is understood that weekly bid job vacancies will be filled by the senior qualified bid relief. Bid job vacancies of less than one week duration will be filled by the senior on-shift bid relief, if possible.
5. Employees are expected to accept opportunities for promotion. However, when an employee, who is blue-slipped in one of the following jobs or is at a branch of a progression ladder and refuses to accept a permanent promotion, he must sign a Promotion Refusal Form, allowing a junior employee the permanent promotion:

   Labor Resource Pool - Fiber Processing
   Labor Resource Pool – Consumer Products
   Labor Resource Pool – Communication Papers
   Labor Resource Pool – Utilities

Such Promotion Refusal Form shall be signed by the Shop Steward and Business Unit leadership representative, signifying that they have explained the consequences of this action.

(a) By mutual agreement, the joint Standing Committees may allow people to freeze and/or unfreeze on a job when the reasons are for health, capability or hardship.

6. Any employee who has been promoted around another employee as a result of a promotion refusal or freeze, will remain ahead of such frozen employee for the purposes of future promotion within the progression ladder.
   (a) In case of curtailment, demotion will occur in reverse order of the way promotion took place. An employee by-passed on the way up will similarly be by-passed on the way down.
7. Job openings not on progression ladders will be posted. Bids will be accepted from the immediate business unit only, or from a larger area in line with past practice. The opening will be filled by the most senior qualified applicant.
8. When an employee has accepted a promotion or transfer to another business unit within the mill or mill within the Corporation, he will retain all seniority rights for 90 calendar days during which time he may return to his former job with no loss of seniority. This period may be extended in individual cases by mutual agreement of the Company and the Union confirmed in writing.
9. Selection and placement of regular employees for entry level business unit job openings as listed in Section 20.A.20 (excluding Engineering and Maintenance Services) will be accomplished by means of the mill wide job transfer system. Provisions of this section will not be applicable to employees performing extra work. It shall not be necessary to fill temporary job openings through the job transfer procedure unless such a temporary job opening has been filled for six uninterrupted months.
10. Before an employee becomes a regular business unit employee on the bottom rung of a progression ladder, his qualification will be reviewed to determine if he is qualified to progress through the ladder. Likewise applicants for posted job openings and Layoff Pool jobs must be qualified to discharge the duties and responsibilities of the job involved.
11. Senior employees not selected will be notified prior to the job placement. Should the senior employee be disqualified for a job that he believes he is qualified for, and the Joint Standing Committee is unable to resolve the issue, then the Joint Standing Committee, with input from the

Business Unit Shop Stewards, Team Leaders and Company, will jointly develop a process to determine whether the employee is qualified, including a trial period of up to 20 days. The Joint Standing Committee will develop this process keeping in mind that senior people should be given a fair and reasonable opportunity. The trial period may be extended by mutual agreement up to 90 days.

12. Tests may be used where needed to determine qualification of candidates for progression ladder jobs and posted job openings which require special skill.
13. Business Unit Leaders will meet with Business Unit Shop Stewards of the business unit affected to outline substantial reductions in the business unit work force.
14. Layoff of less than one week duration will result in the junior on shift progression ladder employee, where the layoff occurs, being displaced. They in turn, if qualified, will displace other junior on shift employees working in the business unit, assigned from the Labor Resource Pool.
15. The Union Standing Committee and the Company Standing Committee may, by mutual agreement, place an employee in a job which he is capable of performing.
16. When either party wishes to establish, modify or eliminate seniority groundrules, a facilitated, structured problem-solving process will be utilized to resolve concerns and reach consensus. In the event the parties are unable to reach consensus, a third party will assist the parties to resolution. See Guidelines dated April 13, 1992.

B. Transfers

1. A regular employee desiring to enter a business unit shall request a transfer by signing the transfer list for that business unit.
2. An employee may elect to sign a maximum of three lists. The employee's name will remain on the business unit transfer list until removed by the employee or selected as a permanent employee for that business unit.
3. Selection of a permanent business unit employee from the job transfer procedure will be on the basis of the mill senior qualified employee from the transfer list.
4. An employee may transfer once in a twelve month period. An employee who exercises his seniority rights to return to his business unit within a 90 day period will have used his annual transfer right.
5. Employees entering a business unit under this job transfer procedure will have a maximum of a 90 day training and evaluation period. An employee who is returned to his prior business unit by management within the 90 day evaluation period will not have used his annual transfer right.

6. Notwithstanding the above, new hires are eligible to exercise their rights under this transfer procedure after completing one year of continuous employment.

C. Mill Seniority Assignments Due to Production Curtailment

For purposes of this paragraph production curtailment is defined as the periodic curtailment in operations due to the rise and fall of business volume or need for product.

An employee having five (5) or more years of mill seniority who has been laid off, as defined in Section 20, due to production curtailment for four (4) consecutive weeks shall be assigned to displace the shortest service employee (mill seniority) then regularly scheduled to work if he is senior (mill seniority) to such employee and is capable of satisfactorily performing the work.

1. Notwithstanding Paragraph A. 12 of this Exhibit E, an employee will only be entitled to up to one (1) week of training to become capable of performing the work. If necessary, a junior employee may be retained to provide the training.
2. In order to be entitled to mill seniority placement, an employee must have accepted any Layoff Pool or Extra Board assignment to which he is entitled; have elected and continue to elect to exercise his Layoff Pool entitlement.
3. If the employee is entitled to a job in a progression ladder, assignments to jobs in the ladder will be made in such a manner that he will not be placed above regular progression ladder employees, if they are capable of performing jobs on the higher rungs.
4. If the employee is not physically capable of satisfactorily performing the work of the employee he is specifically entitled to be assigned to replace, he will be entitled to displace the least senior employee (mill seniority) whose work he is physically able to perform if senior to him.
5. An employee will not accumulate any business unit seniority during such mill seniority assignment nor have any right to remain in the business unit following the curtailment but will retain his seniority in his regular business unit.
6. The displacement will take place immediately following the completion of four (4) consecutive weeks of layoff provided the employee has given written notification to the Human Resources Business Unit of his intent to use this displacement provision. Notification, on a form available from the Clockroom, must be made to the Human Resources Business Unit before 8:00 a.m. Thursday in order to be eligible to be scheduled on a displacement job the following week.

EXHIBIT E-1

LAYOFF POOL PROCEDURE

A. The purpose of the Layoff Pool is to provide an opportunity for senior mill employees to work when they are on layoff status.
B. An employee who desires to use the Layoff Pool must indicate his willingness to work in any Layoff Pool job which is a suitable job as listed in the Wage Rate Book.
C. Intra-Business Unit Bump Pool: All Business Units will designate a list of jobs to which qualified employees within their Business Unit may exercise their Mill Seniority to be assigned, on a weekly basis.
D. Mill Wide Bump Pool: When a qualified employee has been on layoff status for a period of two consecutive weeks, he will be assigned to replace the most junior employee in a Layoff Pool job, if senior to the employee being displaced. If a laid off employee is unable to qualify for the job of the employee he is entitled to displace as specified above, he may be assigned to displace, a more senior employee who is to be displaced, if qualified and senior to him.
E. SENIORITY:
   The laid off employee will continue to accrue seniority in his original business unit. Any recall thereto will be on the basis of such seniority.
F. GENERAL:
   1. The Company and the Local Union will use their best efforts to anticipate conditions which might result in layoff with the objective of solving such problems in advance, whenever possible, without resorting to the Layoff Pool procedure.
   2. A suitable job as used in this Exhibit E-1 means a Layoff Pool job which the employee is physically able to perform without unreasonable hazard to his health or to the safety of him.

EXHIBIT E-2

EXTRA BOARD PROCEDURE

Except when it is necessary to hire from outside the mill to fill a specific job opening for which present employees do not qualify, all newly hired employees will be placed on the Extra Board, from which they will be assigned to work.

All Extra Board employees will be classified as either regular Extra Board, temporary Extra Board, or part time Extra Board when hired. For the purpose of these ground rules, a regular Extra Board employee is one who has been hired for an indefinite period of time. A temporary Extra Board employee is one who is hired for a limited period of time with a stated termination date. A part time Extra Board employee is one who is available for work less than 40 hours per week. All Extra Board employees will be informed of their status when hired.

All regular business unit employees who are laid off from a business unit will be eligible for placement by mill seniority in any available openings on the Extra Board.

A. Regular Extra Board Employees

1. All regular Extra Board employees will be assigned to the various jobs in business unit in accordance with mill seniority with the following exceptions:
   (a) If the most senior Extra Board employee has already accumulated 40 straight time hours in any week, or 8 hours in any day, the next most senior Extra Board employee without 40 straight time hours that week or 8 hours that day will be assigned. An employee scheduled in a business unit, however, will continue his assigned schedule as long as the opening which he is filling exists.
   (b) Any regular Extra Board employee who has two weeks or more training and/or experience in a business unit may be assigned or retained to that business unit ahead of a more senior regular Extra Board employee without such training and/or experience.

   This sub-paragraph A.1.(b) may be waived by written mutual agreement of the parties in periods of substantial curtailment.
   (c) Employees will not be assigned to jobs where their employment would violate applicable laws, codes, or regulations.
   (d) An employee, at the end of an Extra Board assignment, will not be entitled to re-assignment within the 8 hour period following the last period of work.

2. Regular Extra Board employees will not be required to "sign-in" or report to the mill except to meet their work assignments. They will be called at home when needed. Each such employee will be expected to furnish the Company with a phone number where he can be reached. Such employee will be required to notify the Clock Room Attendant each time he is laid off. Such Extra Board assignments will not qualify for call time or meals under Section 13 or 23.
3. On any day in which a regular business unit employee is not needed in the business unit, he will be transferred to extra status on the Extra Board as soon as he notifies the Clock Room Attendant of his availability. If he is qualified to use the provisions of the Layoff Pool as provided in Exhibit E-1, Layoff Pool Procedures, he will be given the opportunity to use them. In any case, he will retain his business unit seniority.
4. If an employee with business unit seniority rights is recalled to his business unit while working from the Extra Board or Layoff Pool in another business unit, he may be required to complete the week (if he is so scheduled) in his new business unit and be returned to his original business unit. If he is still needed he will displace the junior extra employee assigned in his absence.
5. All regular Extra Board employees will be assigned to work ahead of any temporary or part time Extra Board employee.
6. In the event no work assignment is available for a regular Extra Board employee, he may displace the most recently assigned temporary Extra Board employee. To do so, he must report his availability to the Clock Room. The displacement will then take place as soon as practical following such report.

B. Temporary Extra Board Employees
1. Temporary Extra Board employees will not accrue any business unit seniority nor will they be eligible to sign the job transfer list.
2. A satisfactory temporary Extra Board employee may elect to become a regular Extra Board employee during the 30-day period preceding his previously established termination date. He will then be given mill seniority from his date of hire. Student vacation replacements who are hired to work during peak vacation periods (i.e. May through September, Spring Vacation and Christmas Vacation) will terminate their employment on or before their previously established termination date.

C. Part Time Extra Board Employees
Part time Extra Board employees will not be assigned to work

until all regular and temporary Extra Board employees have been assigned or have received 40 hours work for the week.

D. Pertaining to all Extra Board Employees (Regular, Temporary and Part Time)
   1. Any Extra Board employee who is not qualified to work in a business unit after reasonable training and trial will be so informed by business unit supervision and confirmed with *an explanation in writing to him with a copy to the Local* Union. Following such notice, the employee will be ineligible for further assignment to that business unit. It is agreed and understood that any such report is subject to the full grievance procedure of this Agreement.
   2. With regard to an Extra Board employee working on an Extra Board assignment who is scheduled for the week, *his regular job for that week is the job for which he is scheduled.*

EXHIBIT F

SUPPLEMENTAL AGREEMENTS

1. The Company will post in each Business Unit by April 1st of each year, notice to all employees setting forth the following information:
   A. The allotment of vacations within a Business Unit and the maximum number of employees to be permitted to be on vacation, per shift and progression ladder, during any week for each Business Unit under normal conditions.

      The vacation preference sign up period will extend from April 1st to and including the following May 1st. Within that period, tour workers will be given preference by shift schedule and day workers by Mill seniority, or as stipulated in business unit seniority groundrules. Such preference above will be for a maximum of two (2) weeks. Sign-ups for vacations beyond the preferenced weeks will begin after May 1st, and will be on a first come, first serve basis.
   B. In the event of a conflict in vacation dates involving two or more employees in business units, the employees involved will first make a diligent effort to settle the difference by mutual agreement. If mutual agreement is not possible, the conflict will be resolved by Mill Seniority.

      The Company does need some scheduling leeway that will permit the adjustment of schedules so that the third, fourth and fifth week of vacations can be allotted at such a time as will not unduly disturb the operations and perhaps deprive junior employees of vacations at a time when all people like to take them.

      It is understood that when necessary, the Company may change the allotment of vacation time at any time in accordance with Section 24 of this Agreement.
2. Scheduling of Crews

   Employees will be notified of their work schedule for the following week by posting the schedule on the bulletin board in each business unit. Leadership in each business unit will make a diligent effort to complete the crew schedule for the following week not later than the end of the day shift on Thursday. It is recognized that situations may arise where this timing may not be possible nor practical.

   Adequate notification procedures will be maintained in each business unit.
3. Vending Machines

   Machines for vending coffee, soft drinks, candy and food may be installed and/or continued in the various business units of

the Mill by mutual agreement between the Company and Union. Use of the profits from the operation of such machines will be subject to mutual agreement of a joint committee consisting of two members from the Union and two members from the Company.

4. Maintenance Planning
   The "planning standards" used in maintenance planning-scheduling are to be used solely as a guide to Management in programming maintenance work and repairs. The standards and any resulting efficiency ratings will not be kept on individual mechanics or be posted in a manner that can reflect on individual mechanics. The standards will not be used in part or whole as a basis for promotions, demotion, reprimands, termination, disciplinary action or commendatory action of any employee.
5. Personal Tools
   Miscellaneous minor repair parts for broken tools will be provided. Tools lost or broken will be replaced, if, in the opinion of business unit leadership, the tools were lost or broken through no fault of the employee when working on a job under difficult and/or unusual circumstances.
6. Safety Equipment
   Safety equipment and special wearing apparel, required by the Company and/or the State code, will be furnished by the Company to employees. The Company agrees to pay the cost of prescription ground safety glasses.

   Safety Shoes Allowance - All employees who have been on the payroll for over six (6) months, and are actively employed each June 1, will receive a credit of $70.00 on their paycheck on the closest payday on or after June 1st.
7. Smoking Zones
   The Company has designated specific areas in the mill where smoking is allowed. These areas may be changed by the Company to comply with insurance regulations and operating conditions.
8. Trading Shifts and Days Off
   Consideration will be given to employees requesting a trade in shift and/or day off, subject to approval by the team leaders involved. Approval will be based upon the work to be performed and the effect of the trade upon the efficiency and cost of the operation.
9. Rest Periods for Women
   It is recognized that it is not practical to set up uniform rules as to lunch periods and relief periods for women. The Company agrees to the principle, however, that a relief period of not less than 10 minutes is required every 2 to 3 hours and in addition, a lunch period of not less than 15 minutes every 4 to 5 hours.

In addition to the above stated periods, it is recognized that there may be emergency relief periods occasionally necessary between the above periods and it is understood that either relief employees will be provided or in cases of extreme emergency, when relief is not available, equipment on which women are working may be shut down to afford relief.

The Local Union agrees to undertake correction of any abuse of the above stated policy.

10. Assignment Outside the Bargaining Unit
    A. An employee moved to a position outside the bargaining unit shall have his seniority protected for a period of ninety (90) days from date of permanent assignment.
    B. An employee temporarily moved to a position outside the bargaining unit shall have his seniority protected on the basis that he will not fill such a position for more than six months cumulative time in any calendar year, subject to extension by joint agreement of the Company and Union Standing Committees.
        (1) Time spent in training for a position outside the bargaining unit will be included in the total time an employee is in a position outside the bargaining unit as provided in the Labor Agreement.
        (2) Time spent in a position outside the bargaining unit will be scheduled for periods of not less than one week duration unless relieving on a day-to-day basis. An employee relieving on a day-to-day basis will not be returned to a bargaining unit job for the balance of that day.
11. In those Business Units where a change in overtime assignment rules is desired, it will be developed mutually and must be approved by the Company and Union Standing Committee.
12. An employee who is required, as part of his job, to maintain State or Federal Certification or license, will following advance approval by the Company, be reimbursed for tuition, books and fees required to obtain and maintain such certification or licensing.
13. The Company will give advance notice to the Union Standing Committee of planned maintenance mill shut-downs.
14. Employees and their supervision may, by mutual agreement, change their starting time by up to two hours from the normal starting time of the individual, his crew, area or business unit. Penalty payments of overtime, shift differential and call time are not intended to prevent this practice, and these penalties are not payable in such cases. In the event of a request for such change in starting time, a 60% majority vote of the affected employees will constitute a mutual agreement.

15. During the term of this Labor Agreement, the Company and the Union may jointly investigate the utilization of compressed tour work week schedules and day work week schedules at the Camas Mill. If a joint investigation indicates such schedules to be reasonable and practical, then, the Company and the Union may, by mutual agreement, implement a compressed tour or day work schedule provided that at least two-thirds of the employees express their support of the schedule.

It is understood that upon implementation of a compressed work week schedule:

1. There will be no decrease in quantity and quality of production.
2. There will be no adverse effects on employee safety, morale or attendance.
3. Adequate qualified replacements will continue to be available for relief purposes when required.
4. Qualified employees will continue to be available for wire and felt changes when required.
5. Overtime, call-time and any other extra costs will not be paid if incurred upon initial implementation or discontinuance of a compressed work week schedule.
6. If employees want to cancel a schedule trial, a simple majority of employees must express their desire to end the trial.
7. If employees want to continue a schedule following a trial, at least 66-2/3 percent of the employees must express their desire to continue the schedule.

The Company and the Union agree to modify the provisions of the labor agreement so that utilization of a compressed work week schedule will not result in additional cost to the Company.

The Company or the Local Union may discontinue the compressed work week at any time.

EXHIBIT G

JOINT STANDING COMMITTEE CHARTER

Why formed
- Meet Labor Agreement requirements
- Provide a process to resolve issues on an on-going basis
- Enhance Union/Management relationship and communications
- Enhance our capability to effect, communicate and audit change

How chosen
- Union elected
- Management appointed, appropriate members to effect change
- AWPPW
- Fort James Corporation

What are they to work on
- Respond to grievances as Joint Standing Committee
- Respond to issues within their capabilities
- Forward issues beyond their authority to proper personnel
- Enhance business performance of the Camas Mill
- Enhance the work environment

Who will benefit
- Camas Mill and all employees
- AWPPW
- Fort James Corporation
- Local 5

What increase in business effectiveness will result
- Fewer problems
- Fewer grievances
- More positive working environment
- More focus on business results

Constraints
- Ongoing process/no sunset provision
- Does not exceed authority level
- Adherence to Labor Agreement

Quorum
- Two people from both parties for grievance-related meetings
- Five people from both parties for the problem-solving sessions

Resources Available
- Facilitator
- Appropriate training
- Supporting Committees
- Mill Manager
- S.W. Washington A.W.P.P.W. Area Representative
- Local 5 President and Vice President

Process
- Grievances handled separate from problem solving
- Open and free dialog
- Posted joint agendas and minutes for problem-solving
- Invite impacted groups and individuals, i.e. Mechanics, Central Safety Committee, Health and Welfare
- Use formalized meeting process
- Check results
- Formal implementation plan
- Share business information
- Plan, Do, Check, Act (P.D.C.A)

Where/When to Meet
- Group to determine for grievance administration
- Upon request either party can initiate a problem solving session

Roles - Co-Chairpersons
- Supervisor Labor Relations
- Union Standing Committee Chairperson

Responsibilities of Chairpersons
- Publish agendas and minutes
- Meeting process
- Meeting place/time

Responsibilities of Members
- Participation

Results

- Resolution of items to mutual agreement
- Reduction of future issues
- Problems handled during term - will mean less items at bargain time

Decision Making Authority

- No deal until it's a deal
- Grievances - Joint Standing Committee
- Contractual changes
  - Wage delegates
  - Local 5 body
  - Portland AWPPW
  - Fort James Headquarters
  - Vice President, Resident Manager

Principles:

- We will discuss any item within reason.
- No agreement will be a deal without proper final authority.
- Management representatives will cover a broad scope of the Mill and will include various levels of Management.
- Committee will meet as needed for grievance administration.

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WAGE RATE SCHEDULE

Effective 6/1/99

FORT JAMES CORPORATION
CAMAS MILL

WAGE RATE SCHEDULE

Business Technical Support	**6-1-99**
Process Laboratory Technician	21.80 (Team Leader + $1.25)
Pulp Tester	17.37
Control Technology	
Maintenance Planner	28.005
Shift Mechanic	23.89 (Team Leader + $1.25)
Journeyman Mechanic	23.405 (Team Leader + $1.25)
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Truck Dump Operator	16.115
Utility - Chip Processing	16.065
Boat/Rail Lead Operator	20.715
Mate/Helper	18.86
Screen Room Operator Teamleader	21.415
Screen Room Helper	16.930
Chip Tester	18.345
Chlorine Specialist	18.315
Safety Specialist	17.47
Pulp Dryer Operator	19.92
Pulp Dryer Assistant	18.585
Repulper Operator	17.78

Fiber Operations (Cont.)

Pulp Handler	17.15
Stock Distribution Operator/Team Leader	24.695
MGO Bleach Operator	20.785 (Team Leader + $1.25)
Chemical Preparation Operator	20.535
Hardwood Bleach Operator	19.33
Hardwood Screen/Chlorine Operator	17.515
Bleach Relief	16.52
Kraft Cook	22.77 (Team Leader + $1.25)
Kraft Second Cook	20.94
Lime Kiln/Recaust Operator	19.94
Fir Blend Washer Operator	18.05
Kraft Relief	16.52
Pulp Mill Operator	22.77 (Team Leader + $1.25)
Pulp Mill Assistant	20.705
Pulping Relief	16.52
General Utility/Pulp Bleach Cleanup	16.075
Labor Resource Pool	15.615
Screen Room Utility Operator	16.15

Utilities Support

Steam Plant Lead Operator – Team Leader	26.005
Lead Operator	22.16
Operator Assistant/Utility Operator	20.285
MGO Recovery Operator	20.615
MGO Assistant Recovery Operator	19.955
Kraft Recovery Operator	21.76
Kraft Evaporator Operator	19.945
Kraft Recovery Operator Assistant	18.425
Filter Plant Operator	18.025
Preventive Maintenance Operator	17.875
Cleanup/Utility	15.975
Treatment Operator	18.45
Labor Resource Pool	15.615

Purchasing/Stores

Storekeeper Lead	19.925 (Team Leader + $1.25)
Storekeeper	19.615
Inventory Clerk/Driver	18.595
Asset Recovery Laborer	18.595
Labor Resource Pool	15.615

Communication Papers Business

No. 20 Machine Tender – Team Leader	31.46
No. 20 Back Tender	27.695
No. 20 Wet End Assistant	24.50
No. 20 Winderman	23.19
No. 20 A Pool	19.625
No. 20 B Pool	18.875
No. 20 C Pool	16.995
No. 5 Machine Tender	25.625 (Team Leader + $1.25)
No. 5 Back Tender	23.37
No. 5 Winder	20.475
No. 5 4th Hand	18.315
No. 5 Dry End Pool	17.285
Cutsize/Complex Operator Adjuster	19.78 (Team Leader +.15)
Cutsize Operator	17.795
Dock Checker	19.67
Floating Dock Driver/Checker	19.42 (Team Leader + $1.25)
Shipping Clerk	19.055
Tow Tractor Operator	18.415
Truck Door Driver	18.17
Central Prep	23.29 (Team Leader + $1.25)
Central Prep - B	21.035
Color Lead/Pulper Coordinator	22.25
Color Weigher	18.685
No. 10 Machine Tender – Team Leader	24.88
No. 10 Back Tender	21.605
No. 10 Winder	19.35
No. 10/12 Pool	18.31
No. 12 Machine Tender	20.185
No. 12 Back Tender	18.60
No. 16 Machine Tender – Team Leader	27.13
No. 16 Back Tender	23.48
No. 16 Winder	20.565
No. 16 Fourth Hand	18.41
No. 16 Fifth Hand	17.185
No. 15 Machine Tender – Team Leader	26.47
No. 15 Back Tender	23.29
No. 15 Winder	20.375
No. 15 Fourth Hand	18.31
No. 15 Fifth Hand	17.185

Utility Operator	16.72
Shipper Weigher/SSOP	18.995
QA/QC Tester	21.14
North Side Tester	19.10
Product Development Technician	22.565
Labor Resource Pool	15.615
15/16 Pulper/Driver	17.76
#5 Cutter Operator	18.57
#4 Cutter Operator	17.975 (Team Leader + $1.25)
Trimmer Operator	17.405
Trimmer Utility	17.185
Wrapper Operator	17.38
Hayssen Feeder/Cutter Helper	16.35
#10 Langston Operator	17.575 (Team Leader +$1.25)
#2 Cameron Operator	17.205
Utility	17.04
Sleeter Press Operator	19.15 (Team Leader +$1.25)
Sleeter Press Helper	16.655
Rubber Plate Maker-Lead	19.39 (Team Leader +$1.25)
Rubber Plate Maker-A	18.23
Flatbed Press-Lead	19.755
Flatbed Press Operator	18.88
Web Press Operator Lead	19.98
Kidder Press Operator	19.065
Schmutz Press Operator/Proofer	18.43
Web Press Helper	17.03
Core Handler	17.285
Graphic Artist-Lead	22.65
Hi Lift Operator	17.835
Ink and Supply Clerk	18.505

Specialty Chemicals

Head Technician	22.795
Q.C. Technician	22.12
Chemical Process Technician A	22.12
Chemical Process Technician B	20.925
Chemical Plant Op. A	20.39
Chemical Plant Op. B	18.60
Chemical Plant Op. C	17.755
Chemical Plant Op. D	17.18
Chemical Plant Op. E	16.805

Chemical Plant Trainee A	16.62
Chemical Plant Trainee B	16.255
Chemical Plant Trainee C	15.755

LAY-OFF POOL JOBS

Communication Papers		
#20 B Pool	2	Core cutter/Palletizer
#5 Dry End Pool	8	5th Hand/Pulper Oper.
Will Sheeter Backstand	4	
#15/16 B Pool	12	
#10/12 Pool	8	
Print/Finishing Pool Jobs	9	
Sleeter Helper	4	
Utility (Print/Finishing)	1	
Consumer Products		
Greta & Baler Helper	6	
Utility/Driver	4	
Roll Buck	4	50% of 8
3/9 Utility	4	
Shop Master	4	Depends on when running
Fiber Operations		
Pulp Handler	4	
Clean up Crew - WM	2	
Facility Support		
General Labor Pool	7	
Central Maint. Apprentice < 6 months	?	
Control Tech		
E&I Apprentice < 6 months	?	

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