

Papermakers

**INTERNATIONAL BROTHERHOOD OF
PAPER MAKERS**

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

**PACIFIC COAST ASSOCIATION OF
PULP AND PAPER MANUFACTURERS**



**UNIFORM
LABOR AGREEMENT**

OF

1950

1 June 1950 —

INSTITUTE OF
INDUSTRIAL RELATIONS

RECEIVED

JUL 6 1950

CROWN ZELLERBACH CORPORATION

343 SANSOME STREET
SAN FRANCISCO, 19



July 3, 1950

Mr. Clark Kerr, Director
Institute of Industrial Relations
University of California
Berkeley, California

Dear Professor Kerr:

For your information, we enclose a printed copy of UNIFORM LABOR AGREEMENT OF 1950, which includes Statements of Policy as an appendix, entered into between the two International Unions and the Pacific Coast Association of Pulp and Paper Manufacturers (of which 6 Crown Zellerbach Corporation mills are members).

The major changes agreed upon in the May, 1950, negotiations and incorporated in the 1950 Uniform Labor Agreement, are as follows:

1. GENERAL WAGE INCREASE

A general wage increase of 3% was negotiated to apply to all jobs across-the-board.

2. THIRD WEEK'S VACATION

A new contract provision was agreed upon providing for the 3rd week's vacation for all employees with 15 or more years of continuous service.

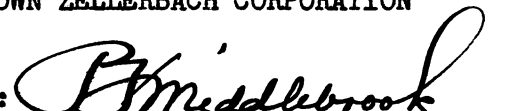
3. THREE ADDITIONAL PAID HOLIDAYS

It was agreed that the present non-restricted holidays, namely, New Year's Day, Memorial Day, and Thanksgiving Day, will be paid holidays.

Very truly yours,

CROWN ZELLERBACH CORPORATION

By:


Industrial Relations Department

PFMiddlebrook:FH
Encl.

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**UNIFORM
LABOR AGREEMENT**

OF

1950

**UNIFORM LABOR AGREEMENT
OF 1950**

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**UNIFORM LABOR AGREEMENT
OF 1950**

THIS AGREEMENT BY AND BETWEEN

hereinafter referred to as the Signatory Company, party of the first part, and the

**INTERNATIONAL BROTHERHOOD OF
PAPER MAKERS**

(an unincorporated association) and the

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

(an unincorporated association) hereinafter referred to as the Signatory Unions, parties of the second part, executed as of June 1, 1950,

W I T N E S S E T H :

WHEREAS, the Pacific Coast Association of Pulp and Paper Manufacturers (hereinafter referred to as the "Association") of which the Signatory Company is a member, is an employer association of a majority of the pulp and paper manufacturing companies in the Pacific Coast area, comprising the States of Washington, Oregon and California, and as bargaining agent with authority to bind its member mills by a majority vote of such mills, has met with a bargaining committee from the Signatory Unions for a period of years, beginning in 1934; and

WHEREAS, the parties hereto, through the bargaining of said Association with the representatives of said Signatory Unions continuously since August 1, 1934, have been parties to a Uniform Labor Agreement, (excepting that if the Signatory Company was not a member of the Association on August 1, 1934, said continuous contractual relationship dates from the time the Signatory Company, having become a member of said Association, first entered into or accepted said Agreement); and

WHEREAS, pursuant to notice of desire for changes given by the Signatory Unions and the Association as of April 1, 1950, the Association as bargaining agent for its member mills, with the authority above mentioned, and the bargaining representatives selected by the Signatory Unions, met in May 1950, and completed negotiations which resulted in the formulation of this Agreement, being a new Agreement to be known as the Uniform Labor Agreement of 1950 (the Unions having certified to the Association that said Agreement was approved by referendum to the membership of said Unions in said member mills);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, as hereinafter set forth, IT IS HEREBY AGREED between the said Signatory Company and the said Signatory Unions as follows:

SECTION 1 — GENERAL PURPOSE OF AGREEMENT

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

SECTION 2 — RECOGNITION

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

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

(c) Any employee who now is or at any time since June 1, 1936, has been, a member in good standing or who after this date becomes or is reinstated as a member of either of the Signatory Unions shall, as a condition of continued employment, maintain such membership in good standing. Any new employee hired on or after June 1, 1948, shall, as a condition of employment, become a member of one of the Signatory Unions thirty days after the date of his or her employment. The period of thirty days named above may be extended, as to any individual employee, by mutual agreement between the Local Union concerned and the local management of the Signatory Company. In the event that the Local Union and the local management do not agree as to the propriety of any such extension, the extension may be made by mutual agreement between the Signatory Union and the Signatory Company. Any such extension shall be for the purpose of avoiding hardship or inequity to the employee concerned, and for promoting the general purpose of this Agreement. The rights and obligations stated in this paragraph are qualified by and are to be in conformity with applicable laws so long as effective.

(d) The Signatory Union, or its Local Union involved, may request the Signatory Company to discharge an employee on account of his or her failure to comply with the provisions of this Section 2. Any such request shall be in writing and shall include

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

SECTION 3 — PAYROLL DEDUCTION OF UNION DUES

Upon the filing with the Signatory Company, by the Financial Secretary of the Local Union, of a written authorization, in form satisfactory to the Company, signed by any individual employee who is a member of said Local Union, the Company during the life of this Agreement will deduct from the wages due such employee the amounts specified in said authorization on account of Union initiation fees and dues. Each such authorization shall be irrevocable until the termination date of this Agreement or until one year from the date of the authorization, whichever occurs sooner. The authorization shall thereafter remain in force until revoked by the employee by written notice to the Company.

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

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

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

SECTION 4 — MILLS AFFECTED BY AGREEMENT

Excepting work done anywhere upon the request of and compensated for by any civil or military authority, this Agreement shall cover wages and working conditions of the employees in the following mill (or mills) of the Company, viz:

SECTION 5 — JURISDICTION

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

SECTION 6 — NO INTERRUPTION OF WORK

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

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

SECTION 7 — HOLIDAYS

1. Except as below provided, Independence Day, Labor Day, and Christmas shall be restricted holidays on which no work shall be done during the following hours:

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

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

Christmas — 40 hours (4 p. m. December 24th to 8 a. m. December 26th).

The exceptions to the foregoing are as follows:

(a) Any work necessary in the protection of life and property may be performed on restricted holidays .

(b) Any major maintenance or repair work which is necessary in order to prevent material subsequent curtailment of employment of a substantial number of employees may be done on restricted holidays; provided, however, that the Union Standing Committee concerned is entitled to make an issue of any case of work on restricted holidays in which compliance with the intent of this clause is questioned; and further provided that no machine or equipment involved in production shall in any case be operated for production purposes during the holiday shutdown period.

(c) On the Christmas holiday, all major maintenance work permitted under the Agreement will be so scheduled that each employee working on such holiday will have at least twenty-four (24) consecutive hours off.

(d) Overtime shall be paid for all work performed during restricted holidays at the rates hereinafter specified.

2. In addition to any other compensation earned, any employee who is on the payroll of the Signatory Company on any one of the restricted holidays specified in paragraph 1 above will be granted eight (8) hours' pay at the straight-time rate of the employee's regular job for such restricted holiday, subject to compliance with all of the conditions set forth below in A and B:

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

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

- (1) When the employee is on his regularly authorized paid vacation;
- (2) When the employee is unable to work by reason of an industrial accident as recognized by the Workmen's Compensation Board;
- (3) When the operation in which the employee is engaged is curtailed or discontinued by the decision of management and which curtailment or discontinuance changes or eliminates the employee's scheduled work day before or his scheduled work day after such holiday;
- (4) When a trade in shifts agreed upon between employees and approved in advance by management results in a temporary change of the scheduled work day before or the scheduled work day after a holiday, provided the employee works the shift agreed upon;

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

It is understood and agreed, however, that an employee shall not receive the above-provided holiday pay if he is directed to work on such holiday and fails or refuses to work, except in the case where a bona fide sickness or other bona fide reason approved by management prevents his working on such holiday.

3. New Years Day, Memorial Day and Thanksgiving Day shall be non-restricted holidays on which there shall be no restrictions upon any work scheduled by the management. The holiday period shall be 24 hours commencing at 8:00 a. m.

Subject to the same conditions as set forth in sub-paragraphs A and B of paragraph 2 of this section, any employee who is on the payroll of the Signatory Company on any of the non-restricted holidays specified in this paragraph will be granted eight (8) hours' pay for such non-restricted holiday at the straight-time rate of the employee's regular job. Any employee who works on any non-restricted holiday shall, in addition to the foregoing holiday pay, receive pay for the time worked at the straight-time rate of the job performed subject to the conditions set forth in Exhibit A — VI Overtime.

4. The hours of commencing and ending specified in paragraphs 1 and 3 above, may be varied by mutual agreement of the management and the Union Standing Committee, and in each mill the specified hour of commencing or ending will be adjusted to coincide with the regular hours for changing shifts.

SECTION 8 — WAGES

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

SECTION 9 — HOURS OF WORK

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

SECTION 10 — DEFINITIONS

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

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

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

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

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

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

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

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

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

SECTION 11 — DAYS OFF AND SCHEDULE OF SHIFTS

1. Subject to the exception in paragraph 2 of this Section, the Signatory Company agrees to designate a definite periodic day off for each regular employee and further agrees not to change such designation more often than once in four (4) weeks and agrees to give at least forty-eight (48) hours notice of any change. Successive changes in day off caused by rotation of shifts shall not be deemed a change of day off; and the designated day off can vary with the cycles of work assignments according to projected schedules. Wherever reference is made in this Agreement to payment of Call Time on the designated day off of an

employee, it is understood and agreed that the day off referred to is that day specifically designated by the management as above provided and not those that may occur by reason of schedules of hours per day and days per week.

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

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

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

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

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

- (1) Compelling manufacturing reasons necessitate a change; provided, however, that this exception shall not permit unreasonable designation of such compelling reasons and the Union Standing Committee is privileged to make an issue of any situation in which such unreasonable designation is claimed to exist; or
- (2) A change is mutually agreed upon between the local mill management and the Local Union.

SECTION 12 — ALLOWANCE FOR FAILURE TO PROVIDE WORK

In case any employee reports for work, whether it be on one of his regular days, or on his days off, having been ordered to report for such work, and then no work is provided, he shall nevertheless receive two hours pay for so reporting, provided, however, that if there has been insufficient time for notification of the em-

ployee by the employer or if the employer has been unable to notify the employee after making a reasonable effort, no allowance for so reporting shall be paid.

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

SECTION 13 — CALL TIME

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

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

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

- (a) When an employee works beyond his shift into his designated day off for a period not to exceed four (4) hours, no Call Time is payable.
- (b) When an employee starts his following day's work within his designated day off, no Call Time is payable if the period of work within the day off does not exceed two (2) hours and if at least thirty-six (36) hours' notice thereof, has been given prior to the start of such work.

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

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

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

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

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

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

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

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

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

SECTION 14 — ALLOWANCES TO TOUR WORKERS

Changes—Fourdrinier Wires and Cylinder Machine Bottom Felts

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

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

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

Fourdrinier wire or a bottom felt on a cylinder machine they shall be paid for the time worked plus two (2) hours.

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

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

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

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

SECTION 15 — STARTING AND STOPPING WORK OF TOUR WORKERS

When a tour begins, each tour worker is required to be in his place. At the end of a shift no tour worker shall leave his place to wash up and dress until his mate has changed his clothes and reported to take on responsibility of the position. If a tour worker does not report for his regular shift, his mate shall notify the foreman. He shall then remain at his post until a substitute is secured and, if necessary, he shall work an extra shift. It is the duty of a tour worker to report for his regular shift, unless he has already arranged with his foreman for a leave of absence. If unavoidably prevented from reporting, he must give notice to his foreman, or at the office, at least four hours before his tour goes on duty.

SECTION 16 — STARTING AND STOPPING WORK OF DAY WORKERS

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

SECTION 17 — CAUSES FOR IMMEDIATE DISCHARGE

(a) Causes for immediate discharge are as follows:

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

Reporting for duty under influence of liquor.

Disobedience.

Smoking in prohibited areas.

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

Neglect of duty.

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

Disorderly conduct.

Dishonesty.

Sleeping on duty.

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

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

Failure to report for duty without bona fide reasons.

(b) Discharge or suspension of an employee (not including a temporary lay-off) shall be based on just and sufficient cause with full explanation given to the employee in writing.

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

SECTION 18 — BULLETIN BOARDS

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

SECTION 19 — SAFETY

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

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

SECTION 20 — SENIORITY

In promotions and lay-offs, and in reemployment of seasonal employees, other things being equal, the principles of seniority

will govern. In any case of promotion, lay-off, or reemployment, the Union Standing Committee shall be consulted by the management and be privileged to present recommendations which will be considered by the management prior to decision by the management, whose decision shall be final. In cases where time does not permit such prior consultation, the management shall take temporary action only, until the recommendations of the Union Standing Committee can be obtained.

SECTION 21 — MEALS

A meal, which shall be hot if practical, shall if requested be furnished at a usual meal time by and at the expense of the employer to any employee who has been required to work eleven consecutive hours; and similarly an additional meal shall be furnished for each five additional consecutive hours worked beyond eleven hours.

SECTION 22 — VACATIONS

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

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

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

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

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

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

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

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

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

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

- (a) Have been an employee for not less than fifteen years prior to said June 1st, or
- (b) Have qualified for a two weeks' vacation as set forth in paragraph 2 above and have been an employee for not less than ten years after the date upon which he became eligible for a two weeks' vacation.

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. Further provided, that with respect to (1), (2) and (3) above, if the termination occurs due to discontinuance of the job of an employee, no loss of credit for length of employment shall be incurred if the employee is rehired in the same mill within sixty (60) days after the date of such termination.

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

6. With the understanding that it will not be deemed a precedent after the duration of the war, it is agreed that any employee serving in the armed forces of the United States who has fulfilled the qualifications for a vacation during the year preceding any June 1st will be given vacation pay.

7. Any returning service man who—

- (a) Was on the payroll of the Signatory Company at the time of induction into the armed forces; and
- (b) Returned to the employ of the Signatory Company within ninety (90) days after being relieved from duty in the armed forces; and
- (c) Is on the payroll of the Signatory Company on the June 1st, immediately following his return; and
- (d) Had qualified for one week's vacation while in the employ of the Signatory Company in the eligibility period in which he was inducted, or in the next preceding eligibility period; or whose service with the Signatory Company immediately preceding his induction, plus his service since his return from the armed forces immediately preceding June 1st, is sufficient to qualify him for a vacation under the requirements existing at the time he returns,

shall be granted one week's vacation with pay, whether or not he worked 1,000 hours in the eligibility period immediately prior to said June 1st.

Any returning service man, when he has qualified for one week's vacation on any of the bases made available to him, and whose total length of service with the Signatory Company is five years or more including the time spent in the armed forces, shall be granted two weeks' vacation without applying the requirements of hours worked, as set forth in sub-section 2 (a) and sub-section 2 (b) above, to that period spent in the armed forces.

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

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

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

10. The vacation pay is to be computed as forty (40) hours per week at the hourly rate of his regular job as such rate existed on the next preceding June 1st.

SECTION 23 — ADJUSTMENTS OF COMPLAINTS

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

- (a) The local Mill Manager shall appoint a Company Standing Committee of three individuals which shall represent the Company.
- (b) The Local Union of the International Brotherhood of Paper Makers shall select from its membership a Union Standing Committee of three which shall represent that Local Union for the purposes stated in this Agreement.
- (c) The Local Union of the International Brotherhood of Pulp Sulphite and Paper Mill Workers shall select from its membership a Union Standing Committee of three which shall represent that Local Union for the purposes stated in this Agreement.
- (d) In order to be eligible for membership on any such committee, an employee must have been actually engaged in the plant for one (1) year next preceding his selection.

Should there be any dispute or complaint as to the interpretation of any of the clauses of this Agreement, or any grievance arising out of the operation of this Agreement, except in cases of discharge or suspension, the employee shall work as directed by management pending final adjustment of the dispute, complaint, or grievance. Such dispute, complaint, or grievance shall first be taken up with the foreman by the employee. If no satisfactory settlement is made, the employee may refer the question to the

Union Standing Committee concerned. Within three days after written notification by either the Union or Company Standing Committee to the other of the existence and nature of any dispute, complaint, or grievance, the Company Standing Committee and the Union Standing Committee shall agree on a mutually satisfactory date for a meeting thereon, but in no case longer than five days after such notice is given. Subjects not listed on the written notice shall nevertheless be dealt with. If the two Standing Committees are unable to arrive at a satisfactory settlement within five (5) days, the question may be taken up directly with the local Mill Manager by the Local Union concerned.

If the local Mill Manager and Local Union are unable to come to a satisfactory settlement within five (5) days, the question may, upon the written request of either the local Mill Manager or the Local Union (a copy of which request shall be delivered to the other party), be referred to the President of the International Brotherhood concerned, or his representative, and an official of the Company, neither of whom has previously judged the case in accordance with this Section. If these two are unable to agree upon a satisfactory settlement the matter may be referred to the Joint Relations Board described in Section 26 of this Agreement, and the decision of such Board shall be final and binding upon all parties concerned.

It is understood that in all discussions concerning grievances, any International officer, or representative, may accompany local adjustment committees in their meetings and the International officer, or representative, may call upon members of adjustment committees or any other employee to accompany them in their meetings with Company officials.

SECTION 24 — APPEAL FROM DISCHARGE OR SUSPENSION

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

SECTION 25 — GENERAL PROVISIONS REGARDING APPEALS

(a) In the hearing, consideration and decision of any case appealed to the Joint Relations Board, employer and employee members of the Board shall be disqualified to sit, as follows:

- (1) An employer member of the Board who is employed by the Company involved in the case;
- (2) An employee member of the Board from either of the Local Unions having jurisdiction of the employees involved in the case.

Each disqualified member shall be replaced by an alternate for the group concerned, selected by such group concerned, and certified in the manner provided in Section 26.

(b) In each case appealed to the Board, each party shall furnish to the Board and to the other party, at least one week prior to the scheduled hearing, a written statement (a) of the facts in the case, (b) of the adjustment steps already taken, together with a copy of the minutes of any such prior proceedings, and (c) of the party's position before the Board. Additional facts and arguments may be presented to the Board by any party to the case.

(c) In any case where the decision of the Joint Relations Board is adverse to the employer, the actual and necessary costs incurred by the appealing Local and the employee members of the Board, as approved by the Board, shall be paid by the Employer. In any case where the decision is adverse to the Local or the employee, each party shall bear his own costs. In any case where the position of neither party is fully sustained by the decision of the Board, such costs, as approved by the Board, shall be apportioned by the Board as it may direct.

If, through inability of the Board to make a decision, the case goes to arbitration as provided in Section 26, the actual and necessary expenses of the arbitration shall be governed by the Voluntary Labor Arbitration Rules; and after the decision and award of the Arbitrator, the actual and necessary expenses of the prior proceedings in the case before the Board shall be governed by the principles of the preceding paragraph, as if the case had been decided by the Board.

(d) It is understood and agreed that both parties to this Agreement will do everything in their power to arrive at an early decision in any of the aforementioned grievances.

SECTION 26 — JOINT RELATIONS BOARD

1. The Joint Relations Board referred to in preceding sections of this Agreement shall be constituted and have duties and authority as set forth below.

2. For the convenience of all concerned, two separate Boards will be selected, one for the Northwest and the other for California. The membership of each Joint Relations Board shall consist of one representative of the International Brotherhood of Paper Makers, one representative of the International Brotherhood of Pulp, Sulphite and Paper Mill Workers, and two (2) representatives of the Pacific Coast Association of Pulp and Paper Manufacturers. The selection of the representatives of the Unions shall be certified by the International Presidents of the respective Brotherhoods. The selection of the representatives of

the Pacific Coast Association of Pulp and Paper Manufacturers shall be certified by the Secretary of that Association. The membership of each member of the Joint Relations Boards shall continue during the life of this Agreement unless changed by the party whom such member represents, such change being certified in the same manner provided for certification of the original selection. Each such group authorized to select members of the Joint Relations Boards shall also select and certify in the same manner one alternate to serve in case of the absence of one of the members representing such group.

3. (a) It shall be the duty of the Joint Relations Board to investigate and render impartial decisions upon any matter referred to it in accordance with the preceding sections of this Agreement. Any decisions concurred in by a majority of members of said Board shall be the decision of the Board.

(b) In the event of the inability of the Joint Relations Board, within 3 days after final submission of the case to the Board, to reach a decision as provided in the preceding paragraph, the Board shall promptly submit the dispute to arbitration by the American Arbitration Association under its Voluntary Labor Arbitration Rules. Such submission by the Board shall be deemed a submission by the parties under such Voluntary Labor Arbitration Rules. The Board shall (a) promptly notify each party to the case in writing of the submission to arbitration, and (b) submit to the American Arbitration Association the entire record before the Board, which shall be deemed part of the record in the arbitration, subject to the presentation of further evidence and arguments under the Voluntary Labor Arbitration Rules. The determination by the Arbitrator shall be final and binding upon all parties concerned.

(c) It is agreed that in any case appealed to the Joint Relations Board, International officers or representatives of the International Brotherhood concerned are entitled to be present as counsel and advisers, and that the employer party may be similarly represented by persons engaged in the industry; provided that not more than three such representatives may be present on behalf of each party. Such representatives may if they desire call and question all witnesses called before said Board.

(d) It is agreed that in the event of the termination of this Agreement while any case appealed to the Joint Relations Board is pending, the Board shall conclude the case and its decision shall be binding on the parties, notwithstanding the termination of the Agreement prior to such decision.

SECTION 27 — PROVISIONS FOUND TO BE IN CONTRAVENTION OF LAWS

If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State in which the mill covered by this Agreement is located, such provision shall be superseded by the appropriate provisions of such law or regulations so long as same is in force and effect but all other pro-

visions 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 28 — TERM OF AGREEMENT AND CHANGES IN AGREEMENT

This Agreement shall be in full force and effect on and after June 1, 1950.

(a) This Agreement shall terminate only upon the expiration of a ten-day notice given in accordance with the provisions of subsection (e) below.

(b) All notices given under the provisions of this Section on behalf of the Signatory Unions shall be given jointly by the Presidents (or Vice-Presidents) of the Signatory Unions and shall be given to the Secretary of the Pacific Coast Association of Pulp and Paper Manufacturers; similarly, notices on behalf of the Signatory Company shall be given by said Secretary of said Association to said Presidents.

(c) This Agreement may be opened for collective bargaining as to changes as follows: Either party desiring any change shall mail to the other party notice in writing by registered mail sixty days prior to June 1, 1951, or prior to any subsequent June 1st on which this contract is in effect, that a change is desired; and if no such sixty-day notice is given prior to any June 1st, the earliest time at which such notice may later be so mailed is sixty days prior to June 1st of the next year.

(d) If notice of desire for changes has been given, the parties shall, as soon as agreeable to the parties following such notice, meet for collective bargaining, the Signatory Company being represented in such negotiations by a bargaining committee appointed by the Pacific Coast Association of Pulp and Paper Manufacturers and the Signatory Unions being represented by a bargaining committee selected by said Unions. Any agreement on changes arrived at in such negotiations and approved by a majority of the membership of the Signatory Unions in the member mills of the Pacific Coast Association of Pulp and Paper Manufacturers who vote in the referendum which shall be conducted for the purpose, shall be binding upon the parties to this agreement. If such negotiations cannot be completed prior to June 1st following the day on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to said June 1st.

(e) In case negotiations conducted in accordance with (d) break down, either party may terminate this Agreement upon the

expiration of ten days notice in writing, mailed by registered mail, to the other party.

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

FOR THE SIGNATORY UNIONS:

International Brotherhood of
Pulp, Sulphite and Paper
Mill Workers

By JOHN P. BURKE,
President.

Per JOHN SHERMAN,
Vice-President.

International Brotherhood of
Paper Makers

By PAUL L. PHILLIPS,
President.

Per A. E. BROWN,
Vice-President.

AND FOR THE SIGNATORY COMPANY:

The undersigned, as delegates from the Locals named below, attended the collective bargaining conferences which resulted in the approval and the final execution and delivery of the above Agreement.

EXHIBIT A

The wage rates set forth below are those in effect as of June 1, 1950:

I — WAGE RATES:

(A) For Men's Jobs

Hourly rates in effect on May 31, 1950, for men's jobs will be increased three percent (3%), making the base rate one dollar and forty-seven cents (\$1.47) per hour. In the computation of the 3% increase, rates will be adjusted to the nearest one-half cent. Computations resulting in even one-quarter or three quarter cents will be adjusted upward to the nearest one-half or whole cent as the case may be. Except as rates may be changed pursuant to the Joint Job Analysis Program described on page 47 of the Statements of Policy appended to this Agreement, the rates resulting from such increases shall remain in effect unchanged.

(B) For Women's Jobs

Hourly rates in effect on May 31, 1950, for women's jobs (excepting beginner's rates for which see Sec II) will be increased three percent (3%), making the base rate for women's jobs one dollar and twenty cents (\$1.20) per hour. In the computation of the 3% increase, rates will be adjusted to the nearest one-half cent. Computations resulting in even one-quarter or three-quarter cents will be adjusted upward to the nearest one-half or whole cent as the case may be. Except as rates may be changed pursuant to the Joint Job Analysis Program described on page 47 of the Statements of Policy appended to this Agreement, the rates resulting from such increases shall remain in effect unchanged.

(C) Young men under twenty-one years of age may be employed on women's jobs, where such arrangement now exists, and receive the rate for such jobs; but in no case may women or young men be employed on men's jobs without receiving the scheduled rate for such jobs.

(D) Young men attaining the age of twenty-one while employed on women's jobs may continue on these jobs, but management shall place said employees on men's jobs in the mill or plant before taking on new employees, and in no case shall men 21 years or over be hired on women's jobs, nor shall any employee 21 or over, who has worked on men's jobs in the mill or plant be placed on women's jobs at women's rates.

II — BEGINNERS' (OR LEARNERS') RATES APPLICABLE TO WOMEN'S JOBS:

Beginners' (or learners') rates applicable to women's jobs must comply with the following conditions:

- (a) The total period between the time of employment and the attainment of the basic rate of one dollar and twenty cents (\$1.20) shall not exceed three (3) months.

- (b) The period of any step rate between the rate at time of employment and the basic rate of one dollar and twenty cents (\$1.20) shall not exceed one (1) month.
- (c) There shall not be over seven and one half (7½) cents spread between the hiring rate and the basic rate of one dollar and twenty cents (\$1.20).

III — CLASSIFICATION OF MECHANICS:

There shall be four (4) classes of mechanics with rates as follows:

A +	over \$1.935
A	1.935
B	1.86
C	1.72
D (Helper)	1.585

The following mechanical trades are included in the above classifications:

Machinists	Painters
Blacksmiths	Masons
Millwrights	Welders
Carpenters	Lead Burners
Electricians	Roll Grinders
Pipefitters	Tinsmiths
Mechanical Inspector	Boiler Repairmen

As a basis of classification of jobs in the mechanical or maintenance occupations as listed, the following standard of requirements for the job of a Class "A" mechanic is agreed upon:

The job of a Class "A" mechanic or maintenance man requires a finished mechanic, having the necessary tools required by his trade; in general, a man who could qualify as a journeyman workman in his trade in any ordinary industrial or job shop, and in addition to being a skilled mechanic, being one not slowed down in his work through age or physical deficiencies. The job requires a man who can execute the necessary work without direct supervision from his foreman. His job carries the responsibility in the trade of a piper, for instance, to take a blueprint or working drawing of a layout, go out on the job, take the necessary measurements, requisition, cut and install the pipe, with any necessary help, and finish and inspect the job without more than the general, normal supervision or direction of a foreman.

IV — NO EMPLOYEE RATES TO BE REDUCED:

In the application of the adjustments of hourly rates described in the foregoing paragraphs, no employee will have his hourly rate reduced.

V — PREMIUMS:

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

VI — OVERTIME:

Overtime at the rate of time and one-half will be paid on the following basis:

(a) To any day worker paid on an hourly basis:

- (1) For all work performed on Sunday and on restricted holidays as specified in Section 7 of the Agreement.
- (2) For all work in excess of eight (8) hours in any one day.
- (3) For all work in excess of forty (40) hours in any one week.

(b) To any tour worker paid on an hourly basis:

- (1) For all work performed on Sunday and on restricted holidays as specified in Section 7 of the Agreement.
- (2) For all work in excess of eight (8) hours in any one day except when such work in excess of eight (8) hours is caused by the change of shifts.
- (3) For all work in excess of forty (40) hours in any one week.

In the payment of overtime on the bases provided above not more than one basis shall be used to cover the same hours, but the basis which results in the payment of the largest amount of overtime for the week shall be used; provided that overtime payments for work performed on any of the restricted holidays as specified in Section 7 of the Agreement shall not be applied to off-set overtime which would otherwise be payable for work in excess of forty hours in one week.

When an employee works at more than one job rate during the week, payment of overtime at each member mill shall be computed according to the method in use at such mill in May, 1950, until otherwise agreed upon between the mill and the local union.

VII — NIGHT SHIFT DIFFERENTIAL:

A night shift differential of four (4) cents per hour shall be paid in addition to the hourly job rate on any shift wherein one-half or more of the scheduled shift hours fall after 6:00 P. M. and before 6:00 A. M. The night shift differential shall not be deemed 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 — VI.

APPENDIX

STATEMENTS OF POLICY

Relating to the
Uniform Labor Agreement
as Amended in

1950

Taken from the
Records of Negotiations



**INTERNATIONAL BROTHERHOOD
OF PAPER MAKERS**



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



**PACIFIC COAST ASSOCIATION OF
PULP AND PAPER MANUFACTURERS**

The signatory parties to the Uniform Labor Agreement agree that the entire transcripts of the collective bargaining conferences at which the provisions now contained in the Uniform Labor Agreement were adopted, including the extracts therefrom entitled "Statements of Policy," are recognized for the following purpose. The signatory parties, and the Joint Relations Board in any case appealed to it, shall interpret and administer the provisions of the Agreement in the light of the intentions of the parties, and the statements they have made, as disclosed by the appended Statements of Policy. Those statements were jointly prepared by the parties and are intended to contain all the portions of the transcripts applicable to the above purpose, but in case of uncertainty the transcripts themselves may be referred to. If either party to a dispute as to the meaning of any provision of the Uniform Labor Agreement relies on a particular transcript in support of its interpretation, the full content of that transcript must be available to the other party. If the dispute is submitted to the Joint Relations Board or an Arbitrator the full content of any transcript relied upon must be submitted to and the applicable portions thereof considered by the Board or Arbitrator.

The interpretation and administration of the provisions of the Agreement shall be such as will best accomplish the General Purpose of Agreement as set forth in Section 1 of the Uniform Labor Agreement.

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STATEMENTS OF POLICY

SECTION 2 — RECOGNITION

(a) Preference to Former Employees (1940)

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

Employer Representative:

"It is acceptable to us if it is clear that the management is the judge of the qualifications."

Union Representative:

"I would like, for the purpose of the record, to have it clear that the management is the sole judge of who is qualified."

SECTION 7 — HOLIDAYS

(a) Notice and Discussion of Holiday Maintenance Work (1940)

Employer Representative:

"It will be the policy of the manufacturers to notify and discuss with the Standing Committee at least three days prior to the holiday, the schedule of major maintenance work to be performed under the contract on that holiday."

"That is for the record, as a matter of policy affecting all of the holidays." (Reference is to restricted holidays only.)

(b) Notice and Discussion of Holiday Maintenance Work (1942)

Employer Representative:

"So far as the other point we're discussing here is concerned, it seems to me that this may be the answer. First, it is clear that you have the right to stop unnecessary work if you know about it in time. Is that right?"

Union Representative:

"Yes."

Employer Representative:

"You agree to that?"

Union Representative:

"Yes."

Employer Representative:

"Now, second. You also agree that necessary work as provided in the contract, you have no intention of stopping?"

Union Representative:

"We have never tried to stop it."

Employer Representative:

"You don't want to, all right. Now, third. In many of the mills, you have ample notice, so that these matters can be discussed prior to the holiday, and any unnecessary work can be made an issue out of under the contract. That is not the problem. Your problem seems to be in those mills where you do not have notice, and so the work is done be-

fore you have a chance to plan about it. The answer is for your Standing Committee to know four or five days before the holiday, and if the matter hasn't been taken up, to take it up with management themselves."

(c) Hours Needed to Qualify for Holiday Pay (Sept. 1949)

Employer Representative:

"Time spent on paid vacation is to be counted toward those hours. Time spent at the Wage Conference is to be counted toward the two hundred and sixty hours, or toward whatever the qualifying hours are."

Union Representative:

"I want the delegates to understand that it is only for the actual joint conference time—."

Employer Representative:

"And that limited to eight hours a day and forty hours a week."

SECTION 9 — HOURS OF WORK

(a) No Guarantee of Minimum Hours Per Week (1940)

Union Representative:

"Now I make this statement, and if the Committee disagrees with me, they have that privilege, that the International Unions have never contended that this paragraph in the contract guarantees to all the workers in these mills forty hours a week under any and all conditions."

Employer Representative:

"You say that it does not guarantee to all the workers. I wonder if you mean it does not guarantee to any worker, forty hours? It is a basic forty hour maximum, but it is not a guarantee to any worker of a forty hour week."

Union Representative:

"I think that the intent of that has always been in the past, it has been my intention, and I thought the intention of the manufacturers, that wherever possible forty hours could be maintained it would be done."

"Now I don't think anything is wrong with the manufacturers making some kind of commitment on that, if the Unions are willing to agree that the paragraph in the Agreement does not guarantee forty hours a week, under any and all conditions."

Employer Representative:

"You have asked for a statement from the employers, and I think I can make this statement that I hope we are in agreement by reading Section 9. 'Both parties to this Agreement are committed to maintain the principle of a basic work week of forty (40) hours in the Signatory Mill (or mills).' By this we do not mean that we guarantee a workman forty hours. We do mean we intend to operate as near to forty hours work a week as possible."

(b) Employee's Work Week to be 5 Days where Practical (1946)

Union Representative:

"It is the position of the Union that as far as practical under a forty (40) hour week schedule, that the hours worked shall be on a five (5) day basis."

Employer Representative:

"We can agree with you on that policy. As a matter of fact of course the forty hour schedule is written in our contract now as being the desirable work week and the question of trying to work out a schedule so that the forty hour week can be kept within a five day period. I don't think that we can disagree with you on the desirability of doing that where it is practicable. Now you said yourself that 'as far as practical' and you recommended that there are undoubtedly instances, probably quite a few of them, where as a practical matter, shifts cannot be arranged that way. But insofar as practicable we are in favor of that."

Union Representative:

"We also accept your statement."

SECTION 11 — DAYS OFF AND SCHEDULE OF SHIFTS

(a) Consecutive Days Off and Maximum Notice of Work (1940)

Employer Representative:

"Each manufacturer will 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. It further is the policy of the manufacturers that the maximum possible notice will be given to any employee who is asked to work on a scheduled day off."

(b) No Offsetting of Work on Scheduled Days Off (1947)

Union Representative:

"Now there are many instances in these mills and in the industry where men are required to work on scheduled and designated days off under many conditions and then at the end of the week they are told to lay off."

Employer Representative:

"We understand what the problem is here, that men have been called in on their scheduled days off, having been given sufficient notice and then to avoid paying time and one-half, they have been laid off another day during the week as an offset. If that is the problem here, again we think we can cover it with a statement of policy to the effect that where it has been necessary to call in a man to work on his scheduled day off and that will only be done where it is necessary, that it will not be the policy of the employers to lay off the man another day in order to save paying time and one-half."

SECTION 13 — CALL TIME

(a) Statement of Principles (1950)

Joint Committee Report: (Accepted by all parties.)

"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."

(b) What Constitutes Notice or Notification (1944)

Union Representative:

"For a matter of the record, we'd like on this side of the table to have — give us a statement of policy on what constitutes notice, if you please."

Employer Representative:

"What constitutes notice?"

Union Representative:

"That's right; it was brought out last night. There was some discussion on that, as a result of the feeling that there was some laxness in the manner in which notice was given. Apparently some places it is posted on the bulletin board, and maybe it is seen by the employee and maybe it isn't, and I don't know how many different forms are used in giving notice."

Employer Representative:

"We, as the employer delegates at that — Committee, certainly subscribe to the fact that the employee involved had a right to get that notice by some effective means to himself. Now how can that be done, I don't think we could say as a Committee. But in many cases it might be sufficient to simply put it on a bulletin board. But every effort should be made to notify the employee himself about the work, that he was to come in and do what is not regularly scheduled. It might be done by notice in a department, or probably should, in addition to that, probably should be done by notice from the foreman to the man himself. At any rate, we should see to it in every plant that the notice reaches the worker involved."

(c) Each Separate Shift on a Restricted Holiday (1946)

Joint Committee Report: (Accepted by all parties.)

"Call time is payable for each separate and distinct shift worked on a Restricted Holiday, wherein any of the shift hours fall within the defined holiday period."

(d) Work on Restricted Holiday or Designated Day Off at Employee's Request (1946)

Joint Committee Report: (Accepted by all parties.)

"Call time is payable for work on a Restricted Holiday or 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 management's consent but not at management's request, no call time is payable, and such a change in day off, made at the employee's request, is not to be considered a change initiated by the Company as outlined in sub-paragraph 1 of Section 11."

(e) Recall in Same Day Before Regular Shift (1946)

Joint Committee Report: (Accepted by all parties.)

"Sub-paragraph 4 of Section 13, as amended in 1946, relating to a recall to work or a separate shift in the same day in addition to an employee's regular shift, 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 before he reports for his regular shift or 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."

(f) Requesting Work on a Scheduled Day Off; Trading Shifts; or Reporting Earlier or Later (1946-1950)

Joint Committee Report: (Accepted by all parties.)

"Certain privileges, such as working on a 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. Management in many of the plants grant 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."

(g) Temporary Shutdown of Job (1946-1950)

Joint Committee Report: (Accepted by all parties.)

"In cases where an employee is temporarily off work because of an extended shutdown of his job, department or plant beyond 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 of the job."

SECTION 15 — STARTING AND STOPPING WORK OF TOUR WORKERS

(a) Working Double Shifts (1940)

Union Proposed Change:

"...but not more than one double shift shall be worked in any one week by any employee."

Employer Representative:

"The management has no fear about any difficulty in a case where it is known, where a man is going to be off two or three nights, in making an arrangement such as you have suggested. Every effort will be made to divide those shifts. As a policy it will be their intention to accomplish as far as possible the avoidance of one man working more than one double shift in any one week, but they feel that the language proposed might actually result in a shutdown of the machine on such a situation as I have described, because it is not merely a penalty, but it is a prohibition. We are entirely in sympathy with the purpose and will try to carry it out as far as we can."

SECTION 16 — STARTING AND STOPPING WORK OF DAY WORKERS

(a) Shall be at Post Ready to Begin Work (1940)

Union Proposed Change:

Omit "at their respective posts" in the sentence which reads: "Day Workers shall be at their respective posts ready to begin work at the time their pay starts...."

Employer Representative:

"The question is now, when is a worker ready to begin work. We think that the meaning is the same, that 'ready to begin work' means that he should be at the place where he normally is required to start his day's work.

"To illustrate that point, we might say, that we believe 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.

"Now we come to operating jobs. They are not much commented upon, but they might as well be spoken about. If a man is working in a converting plant, making paper bags, our interpretation says that he should be at his bag 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, located a quarter of a mile from the plant, then he should be at the woodmill, ready to start preparing wood at eight in the morning, if that is when the work begins."

SECTION 19 — SAFETY

(a) Safety Conferences (1946)

Union's Proposal:

"That a joint labor and management safety program be instituted and that an annual safety conference be held in the respective areas with each Local Union and Management sending one delegate to discuss and promote a better safety program. That Management be asked to pay the wages of said Union delegate for time lost in attending conference, also travel time and that the Local Unions pay the transportation and expenses of said delegate representing the Union."

Employer Representative:

"We are in favor of working out a cooperative program that would tend to further improve the safety records in our operations and we will be glad to extend it, and in this connection we might turn the question of what kind of a plan we should consider for adoption over to a committee of experts."

"We are perfectly willing to agree to pay for the time actually spent at the conference for any workers at the plant. We don't want to become involved in the question of traveling expenses. We don't think that that should amount to very much anyway because there will be regional meetings and we don't want to be questioning whether a man should take a day or two days for traveling. We will pay him for his time at the conference."

Joint Committee Report: (Accepted by all parties.)

"The Committee has studied the problem of a joint labor and management safety program and an annual safety conference and makes recommendations as follows:

"(1) — Program

Each Union and Company is already committed under the contract to selection and operation of safety committees to consider all safety problems at plants. The program submitted and referred to in this negotiation is not one of a mill level in which individual situations are corrected, but one with broader scope in which safety programs are formulated and suggested for use at local level. It is therefore recommended that a joint management and labor safety program be formulated at a safety conference.

"(2) — Purpose of Conference

It is recommended that the basic purpose of any safety conference shall be that of safety education, accident prevention and first aid.

"(3) — Area Covered

Because of different state safety laws and programs, it is recommended that the safety conferences be on a state-wide basis.

"(4) — Representation

It is recommended that at least one representative from each Local in each plant, parties to the Uniform Labor Agreement, be selected to attend conferences. It is further recommended that as many representatives from management be selected as there are Union delegates selected. (This will in no manner limit the number of guests who may attend such conferences.)

"(5) — Location and Time of Meetings

It is recommended that delegated International officers and Management representatives select specific meeting places for the respective conferences.

"(6) — Time of Meetings

- (a) It is recommended that, in order for International officers or Company representatives to attend any or all conferences, dates be established so that no conflict results.
- (b) It is recommended that each conference be at least of one day duration and not exceeding two days duration.
- (c) It is recommended that each first annual conference be held within a reasonable period.

"(7) — Report of Meetings

- (a) It is recommended that minutes and records of conference proceedings in respective states be prepared and that these records be made available for conference consideration in other states.
- (b) It is recommended that minutes and records of meetings be prepared and submitted to Union and Management for submission to their respective bodies for consideration and study.

"(8) — Agenda for Meetings

It is recommended delegated International officers and Management representatives prepare suitable agenda for the respective conferences.

"(9) — The Committee makes no recommendation regarding pay considerations."

Employer Representative:

"You will notice that the Committee Report was incomplete concerning the question of pay,"

Union Representative:

"We understood that you would make a statement this morning relative to it."

Employer Representative:

"...the Committee that functioned on behalf of the employers was with the understanding..., that the pay allowance would be on an eight-hour basis on the days actually consumed in conference and not in travel time, and

if that is cleared up, then the Employers' Committee want to make the additional statement also that the employers will pay for such normal hall rent and other incidental expenses involved as an additional contribution for the spirit represented. . . ."

Union Representative:

"That is perfectly acceptable to the Unions."

SECTION 20 — SENIORITY

(a) Seniority Lists (1940)

Union Representative:

"I would like to ask if it is agreeable to the manufacturers' group that a seniority list shall be given or made available, with revisions from time to time, to the Standing Committee, in order that they might have the same list for their consideration as the manufacturers are working on, before us."

Employer Representative:

"...in one of the mills where there are nine hundred to two thousand employees, there is never any question that comes up in connection with promotions or layoffs or re-employment in which those nine hundred or two thousand people would be concerned.

"It is a case of two people or three people or five people, which is the very limit of the number that needs to be under consideration there, when that situation arises. If there is an approximate equality, if two or three men are, within reason, equally suitable for the job, the management refers to its employment record to find out the length of service of the three men.

"That information is compared, and I agree that that information should be completely available to the Standing Committee, so that an intelligent study can be made, but a list of two thousand employees from the oldest to the youngest would be meaningless to the management or to the Standing Committee."

(b) Seniority on Short-time Operations (1940)

Union Representative:

"It is stated that the committee has the privilege of making recommendations. Supposing an operation, working three days a week, or four, but occasionally there is a five or a six day operation. Now is it the thought of the manufacturers that as far as possible that this five or six days will be given on the basis of seniority?"

Employer Representative:

"I think that the question answers itself. The reason why one job needs to run longer than the other is because it

necessarily must run longer, and my answer to that question would be no.

"My definition of the word 'layoff' is where volume of business has declined, or for some other reason some employees must be laid off for an appreciable length of time, but it is not, in my opinion, a question of who gets the five days of work this week.

"I don't know whether you can define the word 'layoff' in such a way that it would cover all cases, and I don't think that it is fair to have any delegates leave here and report to their Locals that in case any man is to be laid off temporarily, and by 'temporarily' I mean a day or two, or even a week, that each and every such case will be a proper subject for the Standing Committee, because otherwise the Standing Committee is going to have a very long and hard job discussing all such cases as these."

(c) Union and Management Consultation in Cases of Promotion and Layoff (Sept. 1949)

Union Representative:

"There have been cases . . . where the Standing Committees of the mills . . . have not been given the reasons why a particular employee is not entitled to promotion. Now if you are going to take the position that you have a right to make the final decision on why a man should be promoted, then we think too, that you also have the obligation to tell us why the man in line for promotion is not qualified for that particular job, . . . We want you to agree, that you are going to give us the reasons why the man is not going to be promoted."

Employer Representative:

"I think that we feel exactly as you do about it, only more so. I am completely authorized by all the manufacturers' representatives for all of the mills involved in the unit to make this statement:

"The Association and every member mill feels that when the contract says management is to discuss promotions and layoffs with the union committee, we take that to mean an honest and open discussion. We include within the meaning of the word 'discussion' an explanation of any reasons that management may have for its selection or rejection of a man for layoff or for promotion. We are unanimous in that opinion. We are unanimous in the intention to administer the Agreement in that way.

"The Agreement also says that the union is privileged to present recommendations. Putting the finger on the man who has the greatest seniority in the mill, in the department, or in the preceding job is not in any sense of the word making a recommendation. The mill management knows all about the relative seniority of the men in the mill. When the words 'to make recommendations' were put in there as a privilege to the union committee, they obviously didn't mean to come in and tell the management

that a certain man has seniority. They meant making recommendations as to the best qualified or the most fit man for a promotion, or for retention.

"Management is prepared to consider and discuss the recommendations made by the union committee. In return for that, management expects the union committee to take seriously the responsibility of making recommendations. . . .

"We feel this is a two way responsibility. We are stating to you that we now understand those responsibilities and expect to carry them out in good faith. We are stating to you also our understanding of the responsibilities imposed upon the union committee by this privilege to make recommendations. The recommendations which management can consider, the only recommendations which are possible of consideration, are recommendations of the appropriateness of the men who should be selected for promotion, for retention or for layoff."

Union Representative:

"The delegates have caucused on the replies that were delivered from the manufacturers' group, and we accept the statements relating to seniority."

(d) Promotion Ladder Consultation (1950)

Employer Representative:

"Whenever a new promotional ladder is instituted by management, or whenever changes are to be made in an existing promotional ladder, it will be the policy of the management of these mills to consult with the appropriate Union committee regarding the new promotional ladder, or the changes in the old one."

Union Representative:

"That is satisfactory."

SECTION 21 — MEALS

(a) Meals to be Furnished at a Usual Mealtime (1946)

Union Representative:

"We would like to know under the eleven-hour provision whether the meal would be forthcoming either at or near the mealtime, the usual mealtime or at the end of the eleven-hour period."

Employer Representative:

"The report says 'be furnished at a usual mealtime. . . .'"

Union Representative:

"That is satisfactory to us if or at a regular mealtime and not at the end of an eleven-hour period."

Employer Representative:

"It says 'if requested be furnished at a usual mealtime. . . .'"

Union Representative:

"That's O. K.

"The Unions accept the report."

Employer Representative:

"The Employers also accept it."

SECTION 22 — VACATIONS

(a) Displaced Employee Rehired Within 60 Days (1946-1947) **Joint Committee Report: (Accepted by all parties.)**

"In the application of Section 22 VACATIONS as revised in the May 1946 Conference, the employers agree that if termination of employment is due to the displacement of an employee, either

(1) because a man is available and hired to fill a job which was temporarily filled by a woman as permitted by Exhibit A, I-X, or

(2) because of the return of an employee from the armed forces who displaces a temporary employee,

no loss of credit for length of employment under the provisions of either sub-section 1 or sub-section 2 of Section 22 VACATIONS shall be incurred if the displaced employee is rehired in the same mill within 60 days after the date of said termination."

(b) Management Discretion as to Terminations (1947)

Employer Representative:

"This Committee has met on two occasions and our group is prepared to accept the following: First, to change the word 'thirty' in Paragraph three, Section (22), to 'sixty' and second, make a statement of policy that reads as follows:

"The management of each mill has discretion as to the determination, in laying off employees due to discontinuance of the job of the employee, as to whether such employee is terminated, given a leave of absence or carried on the payroll.

"I think there has been some question in the minds of personnel men and managers throughout these mills as to what their obligation was in the matter. . . .

"... we simply wanted to make it clear that there was leeway on the part of management in determining the three methods that are used."

Union Representative:

"All right. With those statements, we accept the report of the committee."

(c) Vacation Days to Be Consecutive (1947)

Employer Representative:

"We feel that if a vacation is going to be of value, of full value, it ought to be continuous wherever possible, and so far as the one-week vacation is concerned, we say now, and I think it should be as a statement of policy, that one-week vacations will be continuous. When you come to two-week vacations, you have another problem and that is an administrative problem in working out the vacation period

for all of the people covered, so as to provide in every case for a two-weeks continuous vacation and still keep the mill running, but in that connection we will say this, that wherever operating conditions will permit two-week vacations to be scheduled continuously, they will be so scheduled."

Union Representative:

"We will accept the statement of policy made . . . that the first week will be consecutive and the two weeks will be consecutive if at all possible, in the mills. We will accept that."

(d) Leeway in Scheduling 3rd Week's Vacation (1950)

Employer Representative:

"... We are accepting it (3rd week's vacation) in spite of the fact that it does create some new problems of scheduling. We are accepting it on the condition that those problems of scheduling be fully recognized by you and the necessary leeway given in the allotment of that vacation time to be planned by management. . . . it does need some scheduling leeway that will permit the adjustment of schedules so that the third week of vacations can be allotted at such a time as will not unduly disturb the operations and perhaps deprive junior men of vacations at a time when all people would like to take them.

"...., we are agreeing to your suggestion, three weeks vacation after fifteen years of continuous service, . . . with some leeway for management to do the best that it can in scheduling that third week of vacation when it is practical to make it. To make that perfectly clear, that means that we cannot undertake a commitment that there be three consecutive weeks."

SECTION 23 — ADJUSTMENT OF COMPLAINTS

(a) Company Standing Committee (1940)

Union Representative:

"The Unions are proposing that we strike," (out the words)

"The local mill manager shall appoint a Standing Committee of three individuals which shall represent the Company."

Employer Representative:

"The main plan and effort of management, to live up to the Agreement, is going to fall down if men, who are selected to serve on the Mill Standing Committee, are not in a position to adjust even the ordinary complaints.

"I think that the Mill Standing Committee will be a real agency, and I think that the International officers do not know the large majority of cases which are adjusted between the Mill Standing Committee and the Union Standing Committee. It is a very substantial amount, and it works a benefit to both the management and the workers, in that the men can come to understand what the Uniform

Labor Agreement means in connection with the various questions that come up under it.

"We are asking that you leave the privilege of the management to have a Mill Standing Committee, with the commitment from the management that the Standing Committee will be a good working agency."

(b) Shop Steward to Assist Employee (1940)

Union Representative:

"In my opinion, the employee should always go himself first. If he is timid about going, it is all right to take the shop steward with him, but the employee who has the grievance should accompany the shop steward."

Employer Representative:

"We recognize that there are some men who are timid and who would hesitate to go that way to see the foreman because they could not make a fair presentation of their case and the circumstances surrounding it.

"Those same men, having an advisor such as the shop steward, will be able to have a much more courageous statement than if they went alone, and so we feel it is entirely proper and democratic that the man who is going to the foreman should be perfectly free to have the shop steward to go with him."

(c) Manager Privileged to Attend Standing Committee Meetings (Sept. 1943)

Union Representative:

"I understand that the statement made by the employers is that the Manager is privileged to sit in on those meetings if he so desires." (Meaning meetings between Company Standing Committee and Union Standing Committee.)

Employer Representative:

"But not to be called in."

(d) Authority and Procedure of Standing Committees (May 1945)

Joint Committee Report: (Accepted by all parties.)

"Management and Unions agree that each Mill Standing Committee and each Union Standing Committee have the authority to make the final decision, consistent with the Uniform Labor Agreement, on matters coming before them. Either party may express reservation that it desires to refer the question under consideration to higher authority. Also, that records of each and every meeting must be kept, and must be signed by the Chairman of both the Mill Standing Committee and the Union Standing Committee. Copies of minutes shall be supplied to each Local Union involved."

(e) Complaints Affecting Substantial Groups (May 1945)

Joint Committee Report: (Accepted by all parties.)

"In cases of grievances affecting substantial groups within a mill or the Local Union, an official or some other representative appointed by the Local Union shall be privileged to take the matter up directly with the Mill Manager."

SECTION 26 — JOINT RELATIONS BOARD

(a) Selection and Composition of Boards (1946)

Joint Committee Report: (Accepted by all parties.)

"1. That two separate Boards be selected, one for the Northwest, and the other for California. Each of these Boards is to be composed of the following: One member to be elected from each of the two Unions with one alternate from each Union, and two members from the Employers with two alternates. All Board members and alternates are to be selected and certified to the other party immediately upon conclusion of each Wage Conference.

"2. Upon convening to hear a case, the Board shall select its own chairman."

(b) Procedure of Boards (1946)

Joint Committee Report: (Accepted by all parties.)

"When called to act upon a case the recommended procedure shall be as follows:

"A. The Board shall use its own discretion as to whether witnesses or the parties directly involved with the case shall be permitted to remain in the Board room, but the men chosen by the Union or Unions to represent the labor side (a maximum of three) and the men chosen to represent Management (also a maximum of three), may hear all evidence submitted.

"B The Union or Management whichever is presumed to be the aggrieved party may present its case first and produce witnesses for questioning. Such witnesses may then be cross examined by the other party, followed by rebuttal. The members of the Board shall be privileged to further question the witnesses in order to bring out the facts in the case. The procedure will be similar for presenting the other side of the dispute. Witnesses may be recalled by either side or the Board if necessary. When all the facts have been submitted, the Board alone will convene for discussion of the evidence submitted and if its decision is concurred in by three or all of its members, such decision is to be final.

"C. If a majority decision cannot be reached by this Board the next step provided by the contract is to be taken.

"All reprimands to employees, of which a record is kept, shall be in writing with copies provided for the employee involved, the Union Standing Committee and the Company files. At each meeting of the two Standing Committees all intervening written reprimands shall be recorded in the minutes of the meeting. If a grievance is made of any reprimand, the findings shall also be recorded."

Union Representative:

"We desire to know from the employers that if such reprimands are made, they will be recorded in the minutes of the meeting."

mands have been made whether or not you are prepared, if we accept this proposal, to destroy all previous reprimands. Now I am not speaking of Company records and reprimands. Are you prepared to destroy those previous reprimands given to the employee or are you prepared to give to the Union a copy of all the reprimands that have been made previous to this time. Those are the two points, and based upon your answer will be the acceptance of this report."

Employer Representative:

"As I understand it, you want to know whether we will be agreeable to doing one or the other. We will be agreeable to give the copies, but it is wrong to destroy them because it would take something from the record which should not be taken out, but we have no objection to giving copies, and that will be done."

Union Representative:

"To clarify one point, then a Company that doesn't give to us copies of reprimands, then we will assume that no reprimand has been made on any employee in that plant."

Employer Representative:

"That is, no reprimand in writing has been made. They might have been verbal."

Union Representative:

"But those verbal ones would not be used against a man if it came before the Joint Relations Board. That is the point now."

Employer Representative:

"I think that that can be covered in this way, that on those cases where a written reprimand has been issued, then copies of those written reprimands will be supplied to the Union Committee. In those cases where verbal reprimands have been given and noted on the employee's record, a record of such negotiation will be given to the Committee, so that you will be notified of any reprimands on record."

Union Representative:

"That's all right."

Employer Representative:

"If I understand what is said, if a Company chose to give no copies of either the written or the oral, it could never then use them in any future Joint Relations (Board case). There is no obligation to dig them up, but if you don't dig them up, you cannot use them."

Union Representative:

"With that, we accept the Committee's Report."

EXHIBIT A-I — WAGE RATES

(a) Filling Boys' Jobs (1942)

Employer Representative:

"The question is when a boy is working on a boy's job and

he becomes twenty-one he isn't eligible for a boy's job. He is moved up to some other job in the mill. Then, if because of slackness, he is laid off, he should be re-employed or put on the job before a new employee is taken on. Is that approximately what it was?"

Union Representative:

"Approximately, but here is the thing we are trying to arrive at. Down there in a mill they are supposed to take these young fellows out of the toilet tissue department and put them out on the job when they are twenty-one. They are holding up some of them in there and not giving them advancement, to try to take them out of there and give them other jobs in the mill."

Employer Representative:

"In answering that...there is no excuse, in fact, I would say an individual isn't eligible to work at a boy's job when he is twenty-one. He should be taken out and given a job in the mill, so my answer is yes to that. It went further than that, didn't it?"

Union Representative:

"We have a mutual agreement that they can stay in there when they are twenty-one if there is no work for men. They are supposed to be put on first before they hire other people. They are holding them in there, and there is no advancement in there. That is the statement that has been made to me, and we want to try to take them out."

Employer Representative:

"You have the right and you see that it shall be done."

Union Representative:

"O.K."

(b) Rates When Moved from Regular Job (May 1945)

Committee Report: (Accepted by all parties.)

- "1. Whenever an employee is moved from his regular job to a higher rate job, he shall receive the higher rate.
- "2. Whenever, for the convenience of the Company, an employee, during his regular shift, is temporarily moved from his regular job to a lower rate job and his regular job is still available, the employee shall receive his regular 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 regular shift or on his 'day off' in order to fill some emergency vacancy existing, he is to receive his regular rate.
- "4. In any case, when an employee is required or ordered to work temporarily on any job other than his regular job, he is to receive his regular rate or job rate whichever is higher.

- "5. Whenever an employee's regular job is not available and he therefore is moved to another job, he is to receive the rate of the job to which he is moved for that period. In such cases, however, the employee is not obligated to take the job offered and can, if he so elects, lay off for the period his regular job is not available.
- "6. When an employee at his own request and for his own convenience is temporarily assigned extra work before or after his regular 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 cancelled by the employee in writing.
- "7. Notification to employees of extra work which is available is not to be construed as an order or request that they accept such work.
- "8. In all cases the employee is to be told the rate he is to receive before going on the job.
- "9. A temporary period is ordinarily defined as one shift only, but in no case is considered to be longer than one week."

(c) Employees, as Defined, Paid on Salary Basis (1946)

Employer Representative:

"Now on number 11, we understand that your presentation here was to the effect that when adjustments in wages have been negotiated here that in some instances these adjustments have not been applied to salaried people who come under the definition of 'employee' under the contract."

Union Representative:

"That is right."

Employer Representative:

"Well, then, if that is so, then it is contrary to the statement that we made to you some years ago on that question. We could not find it in the Statements of Policy."

Union Representative:

"It was in 1937."

Employer Representative:

"Let's put it in the record. We don't like the idea of changing the contract the way that you suggested because it introduces a lot of other complications that I don't think that you intended, so we would prefer to handle this by putting a statement into the record which will then become a statement of policy. Whenever adjustments are made on the hourly base rates under our contract, these same adjustments will be applied to salaried employees who are employees as defined under the contract."

Union Representative:

"Does that include all the overtime provisions also?"

Employer Representative:

"They are covered by the Wage and Hour law."

Union Representative:

"That is what I thought."

Employer Representative:

"We don't want to get involved in call time and a lot of things like that with salaried workers who have certain other privileges which offset some of the advantages that hourly workers have under the contract, so that what you want is to see that your salaried people, who are employees under the terms of the contract, receive the same adjustments in their salaries as are granted the hourly workers as a result of these negotiations, and that is what we have agreed to. Is that clear?"

Union Representative:

"Yes, that is right."

(d) Job Analysis—Program, Procedure and Policies (1948)

Joint Committee Report: (Accepted by all parties.)

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 Exhibit A-III of the Uniform Labor Agreement.
- B.** The job analysis program shall not be applied to the jobs on newsprint machines.
- C.** All other jobs, covered by the Uniform Labor Agreement shall be considered eligible for analysis when presented in the manner prescribed herein to the Joint Job Analysis Board hereinafter provided for.

III. ADMINISTRATION AND PROCEDURE

A. Job Analysis Directors

- (1)** The Job Analysis Directors shall be composed of one (1) representative of the International Brotherhood of Pulp, Sulphite and Paper Mill Workers; one (1) representative

of the International Brotherhood of Paper Makers; and two (2) representatives 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 adopted by the parties to the Uniform Labor Agreement through negotiations.
 - (b) To receive reports from Plant Analysis Committees and to recommend improvements where necessary in the procedure of the Committees.
 - (c) To review cases of analysis upon request of either union or management members of the Plant Analysis Committees.
 - (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 International Unions or of the Manufacturers' Association.
 - (f) To recommend improvements in the job analysis program to future conferences for consideration.

B. Joint Job Analysis Board

- (1) The Joint Job Analysis Board shall consist of one (1) representative of the International Union involved 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 evaluate and set the rate for any job presented for analysis in accordance with this program. It shall also be the duty of the Board 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.

C. Plant Analysis Committee

- (1) Each local Mill Manager and each Local Union shall create a Plant Analysis Committee which shall consist of two (2) members representing the Local Union involved and two (2) members representing the Company.
- (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 submit 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 union involved who act upon the question.

- (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 monthly report to the Job Analysis Directors which will include, (1) the number of jobs the Plant Analysis Committee has submitted to the Joint Job Analysis Board for analysis, and (2) a list of the jobs on which the union and management members of the Committee have been unable to agree as to whether an analysis should be made, with 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.

IV. GENERAL POLICIES

- (1) The analyzed job rate arrived at through official analysis by the Joint Job Analysis Board will be final and binding upon both parties to the Uniform Labor Agreement unless review has been requested as provided in Section III-C, paragraph (3). In case of such review the decision of the Job Analysis Directors shall be final and binding upon both parties.
- (2) In cases where an official analysis indicates an upward adjustment in the rate for a job, the adjustment will be retroactive to the date when decision was reached by the Plant Analysis Committee to have the job analyzed.
- (3) In cases where an official analysis indicates a downward adjustment in the rate for a job, the adjustment will be made effective the beginning of the next payroll period in the particular mill following receipt from the Joint Job Analysis Board of the official written notice of the analysis result.
- (4) In any case where a new job has been established the Plant Analysis Committee of the local mill will make application to the Joint Job Analysis Board for a temporary rate for the new job. The temporary rate will be applicable to the new job pending official analysis of the job and any upward adjustment in rate as a result of the official analysis, will be retroactive to the date the new job was established.

- (5) Insofar as possible, the Joint Job Analysis Board will complete its analysis of all jobs at the particular mill involved. 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.
- (6) The Joint Job Analysis Board shall furnish to the local mill management, copies of the information data and analysis computation forms relating to each job analyzed. These forms will be retained by management in its files and will be open to members of the Plant Analysis Committee for study or review upon request.
- (7) Members of the Plant Analysis Committee or other employees in the mill who are relieved from their jobs during working hours to assist in carrying out the functions of the Job Analysis Program will be paid by the Company at their regular job rates for the time during their regular shifts, thereby preventing any loss in regular income. Time put in on analysis work outside the employee's regular shift will not be paid for by the Company.

EXHIBIT A-II — BEGINNERS' (OR LEARNERS') RATES APPLICABLE TO WOMEN'S JOBS

(a) Learners to Be Promoted When Capable (1947)

Employer Representative:

"We propose to you that change be made to three months with one month steps as a way to cover your problem. We have expressed it as the intention of management to move along the learners as rapidly as they acquire skill, but we said to you we do not want to open the door for a lot of disputes and complaints between the union representatives and the management as to whether a girl has or has not, (acquired sufficient skill) and that was the reason for our suggesting, for shortening the time so that there would be a very little opportunity for abuse under the setup. Now that is our statement."

Union Representative:

"That was our understanding, too, and the only thing I asked for on the part of the delegates, that the manufacturers agree that in their statement, however, that supervision in the mills would be strictly notified that if a girl did obtain efficiency in a week or two, that the supervisor was bound under that agreement, to move her up."

Employer Representative:

"That we can agree to. Everything we do here we try to bring home to our supervisors as to the commitments we make."

Union Representative:

"Yes."

EXHIBIT A-III — CLASSIFICATION OF MECHANICS

(a) Description of Qualifications (1944)

Union Representative:

"Now, one other matter and that is regarding mechanics. In our agreement at the present time there is a notation relative to a mechanic in the agreement, and the qualifications which are necessary for an A Mechanic. A few years back a program was drawn on the matter of what constituted the qualifications for a helper, for a C or B Mechanic, and for an A plus Mechanic. Now, there is quite a lot of confusion in these mills, and we feel that in this Conference that there should be an understanding between the delegates before they return home, what those qualifications should be. Therefore, we would like to have a statement in this Conference relative to the qualifications of the mechanic's classifications as now listed in the Uniform Labor Agreement."

Employer Representative:

"The next question that we had left with us yesterday was, if I understand correctly, that you wanted a definition of the various classifications of mechanic. . . . I have had a lot of copies made. Will you pass them around, please.

"The job of an "A plus" mechanic or maintenance man requires all of the qualifications designated for the job of an "A" mechanic and in addition carries the responsibility of the supervision of "A" and "B" mechanics; or the responsibility of completely maintaining equipment of high value and high production capacity in large plants; or the sole responsibility for an essential type of highly specialized mechanical work in a large plant; or a combination of such responsibilities.

"The job of an "A" mechanic or maintenance man, requires a finished mechanic, having the necessary tools required by the trade; in general a man who could qualify as a journeyman workman in his trade in any industrial or job shop, and in addition to being a skilled mechanic, being one not slowed down in his work through age or physical deficiencies. The job requires a man who can execute the necessary work without direct supervision from his foreman. The job carries the responsibility in the trade of a piper, for instance, to take a blueprint or working drawing of a layout, go out on the job, take the necessary measurements, requisition, cut and install the pipe with any necessary help, and finish and inspect the job without more than the general, normal supervision or direction of a foreman.

"The job of a "B" mechanic or maintenance man requires a practically finished mechanic, having the necessary tools required by the trade and being one whose ability to perform the work is not impaired by age or physical disabilities. The job requires a man who can execute the necessary work with a reasonable amount of direct supervision. The job carries the responsibility to take the working drawing of the layout, making the necessary measure-

ments on the job, requisition, cut and install the material with any necessary help, finish and make ready for use on the operation, subject to final inspection by an immediate supervisor.

"The job of a Class "C" mechanic or maintenance man requires qualifications of a mechanic with a reasonable general working knowledge of the trade; in some cases it also requires adequate skill to perform independently one or more of the types of operation included in the trade, with a reasonable amount of direction or supervision, but does not require the ability to perform independently all kinds of work included in the trade. It requires a man having the necessary tools for the work assigned to the job, and one whose ability to perform such work is not impaired by age or physical disabilities. It requires a man with sufficient mechanical skill to carry on in the temporary absence of a mechanic of a higher classification or to do less responsible jobs by himself under direct supervision. Normally the job requires a man capable of and willing to prepare himself for assignment to a job of higher classification in his chosen trade.

"The job of a "D" mechanic or maintenance man requires a qualified helper capable of performing less important tasks under direction or supervision, and of assisting mechanics of a higher classification in all types of work in his trade. It requires a man equipped with the necessary common tools incidental to the work assigned to the job. Normally the job does not require a man capable of performing alone any assignment of work other than those which are simple and routine. The job carries only normal responsibility. Normally the job requires a man capable of, and willing to, prepare himself for assignment to a job of higher classification in his chosen trade."

(b) **"D" Mechanics Rate to Apply (May 1945)**

Joint Committee Report: (Accepted by all parties.)

"Any employee, having substantially the qualifications of a "D" mechanic, when performing work regularly done by a "D" mechanic, and when working under the direct supervision of a "C" (or higher classified) mechanic, will be paid the rate of a "D" mechanic."

EXHIBIT A-VI — OVERTIME

(a) **Long Shift of Work Which Extends Across the End of the Defined Day Into a New Day (1948)**

Union Representative:

"A day worker goes in to the mill on a breakdown job. . . . When eight o'clock next morning comes around, he is still there. He has not completed the job and he still has to remain on the job, but under the provisions of our agreement, when the next morning arrives, he goes back on straight time.

"A tour worker goes to work on a graveyard shift. He works his shift on graveyard...and stays over for another shift. It is the beginning of a new day. Therefore, we feel that a definite clarification of this should be given..."

Employer Representative:

"As we understand the problem, from your explanation yesterday, I can say we are sympathetic with the views expressed here, and we suggest that we appoint a committee to draft language which will properly express the intentions and limit the application to the kind of a case that you explained to us."

Joint Committee Report: (Accepted by all parties.)

"In the application of overtime under Section VI of Exhibit A, it is not intended to prevent an employer from paying overtime for hours worked in excess of 8 consecutive hours because the employee works across the end of the work day."

EXHIBIT A-VII — NIGHT SHIFT DIFFERENTIAL

(a) Night Shift Differential (Sept. 1949)

At the 1949 joint conference the Unions called attention to inequities under the night shift differential provision as interpreted by the Classification Committee, and on April 30th the spokesman for the manufacturers announced to the Union delegates that Member Mills would voluntarily waive their rights under the provision to such extent and in such manner as in their judgment would uniformly remove the inequities pointed out by the Unions. •

To effectuate the above mentioned announcement, beginning on May 16, 1949, the payment of night shift differential shall not be limited to shifts scheduled at least thirty-six hours in advance, it being understood that no waiver is made as to the requirements that one-half or more of the shift hours must fall after 6:00 P.M. and before 6:00 A.M.

To clarify the intended application of the above policy, a number of examples are set forth as follows:

1. A shift worker on a graveyard shift, who because of the absence of his mate or for some other reason, is required to remain over and work on one of the jobs on the following day shift shall not be considered as continuing his night shift but will be considered as working a new shift which is an established day shift. Accordingly, he would not receive the night shift differential for his work on the established day shift.
2. For the same reasons as in Example 1, a shift worker on a day shift who, because of the absence of his mate or for some other reason, is held over to work on one of the jobs on the second shift, which would be a night shift, would also be considered as working on a new shift and would receive the night shift differential for his work on the second shift.

3. In the case of the mechanic or other day worker whose shift is changed to one which qualifies as a night shift, he would receive the night shift differential regardless of the amount of advance notice he received as to his change of shifts.
4. In the case of a mechanic or other day worker who works his regular day shift and then is held over to work overtime, he would be deemed to be continuing to work the same shift he had started at 8:00 A.M. (or whatever his starting time was), and would not be considered as working a new shift. Accordingly, he would not receive any night shift differential unless the total hours worked after 6:00 P.M. were enough to offset the number of hours worked before 6:00 P.M. In other words, the total hours worked, including both his regular hours and overtime hours, would be considered as one continuous shift and only where one-half or more of those total hours fell after 6:00 P.M. and before 6:00 A.M. would that shift be considered a night shift. In that connection we wish to point out that a continuous shift as mentioned above may include a reasonable meal period and the work following a reasonable meal period should not be construed as a new shift of work.
5. In the case of a mechanic or other day worker who is called in or instructed to come in ahead of his regular day shift and works into his regular day shift, he would also be considered as working one continuous shift as outlined in Example 4. The night shift differential would not be payable in that case unless the hours worked before 6:00 A.M. constituted one-half or more of the total hours of the shift including both the hours before his regular shift and his regular shift hours.
6. An employee called in or instructed to come in at night who works any period of time which is separated from his regular day work by more than a reasonable meal period would receive the night shift differential if one-half or more of that period of hours which he works falls after 6:00 P.M. and before 6:00 A.M.

MISCELLANEOUS

1. Force and Effect of Statements of Policy (1944)

Union Representative:

"I would like to ask you . . . and the members of the Bargaining Board a question. Are the statements of policy heard at this Conference binding on all the employer members of the Manufacturers' Association?"

Employer Representative:

"Yes."

2. Force and Effect of Statements of Policy (May 1945)

Union Representative:

"I want to know if management considers it (Statements

of Policy) is as binding as the Agreement, (Uniform Labor Agreement)."

Employer Representative:

"We do."

3. Employees Doing Work Not Ordinarily Connected With Their Regular Job (1940)

Union Representative:

"This is a new section proposed by the employees. 'The employer agrees that employees will not be required to do work not ordinarily connected with their regular job while such regular job is in operation.'

"Now there are men working in the mills, working on their hourly rate, doing their regular jobs, and they are required to work, perhaps for some official outside of the plant."

Employer Representative:

"We think that it is much better not to put this in as a new part of the contract, but to cover it very fully with a statement of policy.

"We should not have anyone go to our homes and do any work of any nature, unless in a case like this, . . . where a man, because of some physical infirmity, or something like that, cannot get full time employment, and would welcome the opportunity to earn something extra by doing some kind of work, such as gardening in a man's home, where he would not be in conflict with any craft union. In that case it would be an injustice to an individual if you did not permit him to do it. Even in such a case, however, it is our policy not to have any employees do any work of any description at a person's home unless the individual wants to do it. And before he is permitted to do it, the matter will be taken up with the Union Standing Committee and they will pass judgment on it, and their judgment shall be final.

"There was also the question of certain types of work that might occur on Company property. Well, as your section was worded, we think that it is better to cover it with a statement of policy, rather than put it into the agreement.

"For one thing, it is very difficult to define the word 'ordinarily' as you have it in your clause, and it is also very difficult to define the word 'regular' as you have it in your clause. I question if you had in mind, the idea that it would be so strictly interpreted that some workers would not do anything except one particular job, even if what was offered for them to do would only take five minutes. I don't think that you have your mind centered on that so much as another thing."

Union Representative:

"You covered very thoroughly the answer to the illustration pertaining to work outside of the mills, . . . but there is nothing said about the cases I brought out here about paper machines, and members of the Union who are hired to do one particular job, and they are hired for that job be-

cause of their knowledge of the job and years of experience in most instances, and they have studied and worked to make themselves a capable man on that job.

"They are capable men and craftsmen on that particular job, and they take a job with you people on the rate agreed upon, and you expect them to do the job well, and then you tell them to do something that is not confined to their job. Now in what way do you propose to eliminate that?"

Employer Representative:

"You put your problem so well yesterday that I didn't think that it took any answer. I thought that it was self evident. I would say our rule is this, that no one will be asked to do other work, supplementary work. . (which) . . will tend to interfere with the workman in question doing a good job on these machines."

4. Loss of Time by Reason of Night Shift Work (1942)

Union Representative:

"It's simply this. A mechanic may have, for his two days off a week, Sunday and Monday. He works Tuesday. Tuesday night when he leaves the shift, the job, he is asked to come in and take care of some particular emergency job, which won't be ready, shall we say, until twelve o'clock, Wednesday night.

"In other words, midnight Wednesday. So he's off all day Wednesday until midnight and comes in and works the midnight shift, Wednesday, and works until eight o'clock Thursday morning. Then, certainly, he doesn't want to work a shift Thursday, so he doesn't come back again until Friday, and he works Friday and Saturday, and has a total of four days in that week.

"We feel that with the problem having arisen in two or three different mills, and maybe more, we could discuss the thing briefly and I think the solution to the problem isn't too difficult."

Employer Representative:

"The question of mechanics whose work week has been cut below forty hours because of the necessity for working a night shift during the course of the week's employment, we explored that and as nearly as we could figure it out is that a mechanic who worked Tuesday and Wednesday was asked to work Thursday night, and naturally didn't want to work Friday because of being tired, might lose a day and have his week shortened. The answer to that is that it is definitely not the intention of these managers to penalize a mechanic, because he has come in and taken a night shift or worked at night during one of the nights in that week, and so far as it is possible to use him for an additional day so that he will have as nearly a full week as possible, that will be done. By the same token, it is not the intention and will not be the intention to have any man working at a time when there isn't work for him."

5. Health Transfers (1944)

Union Representative:

"On the matter of health transfers, 'that on occasions where an employee has to leave his employment in any mill covered by the Uniform Labor Agreement because of reasons of health, every effort will be made by the employer to provide or procure employment for said employee in another mill covered by the Agreement.'

Excerpt from Conclusions of Conference :

"It was agreed that in instances where an employee was required to move to another area for reasons of health, the manufacturers would endeavor to assist such individual in obtaining employment in other mills of the Association."

Employer Representative:

"Of course we can't assume an obligation to find him another job, but certainly we will use our best efforts."

6. Rest Periods for Women (1946)

Joint Committee Report: (Accepted by all parties.)

"It is recognized that it is not practical to set up uniform rules as to lunch periods and relief periods for women. The employers agree 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 Unions agree to undertake correction of any abuses of the above stated policy."

7. Supervisors — Doing Employees Work (1940)

Union Representative:

"Now we think . . . that management should make a statement regarding actual supervision or whether or not . . . that a man is a supervisor in every sense of the word and should not be allowed to take the work of some employee, which is ordinarily done by an employee in the plant.

"We are not bargaining any for the supervisors. Therefore, by the same token, we feel that we should not have to have some supervisor do the work we are bargaining for, when there are men to do the work."

Employer Representative:

"You are bargaining here for the wages, hours, and working conditions, for a group of men who are employees. You are not making this Agreement to cover the working conditions of another classification of people, such as supervisors."

"I think it is our position that because those supervisors are excluded from the provisions of this Agreement, the men who are in this classification should not be used to do the kind of work which is done by those defined as employees to the exclusion or displacement of employees, but by the same token it is impractical to say that supervisors must not do any work, or must do work with his hands only until somebody else can be brought in to do it."

8. List of Exempt Supervisors to Union (1944)

Union Representative:

"Before we get off that, I'd like to ask the manufacturers if you'd be willing to, when the Standing Committee comes into your mills and asks for a list of these non-working supervisors, if we could have it. In some instances management has taken the position that they wanted the Union to designate who they are. All we want is a clean-cut statement from the Manager as to who he says is a non-working supervisor. We haven't been able to get that in some instances."

Employer Representative:

"We have just given these gentlemen a declaration of policy about supervisors. Well, hell, if you can't find out who a supervisor is, what is there to our declaration of policy; so I'll give you my answer. Of course you can find out who the supervisors are, and I don't see how anybody on our side can find any other position without making trickery out of this definition of who he is. You've got to tell who he is to see if the definition fits him."

9. Supervisors — Definition of, (May 1945)

Union Representative:

"I would like to make a statement on this. There is too much variation in the duties of Boss Machine Tenders from one mill to another. In one mill they have practically all supervisory work and in another mill they work, and I think we should have a very clear definition of what a Boss Machine Tender is."

Employer Representative:

"Now we come to Boss Machine Tenders. We told you that we were preparing a definition of a supervisor which we thought would cover this question, because it was a question of fact. Either a man was a supervisor, or he wasn't, and we have in the definitions under the Wage and Hour law pretty definite descriptions of a supervisor."

"This is a definition of a supervisor as I have stated, and we think when taken in connection with the previous statements of policy made here, and applying them, it should give a very definite guide in determining when a man is a supervisor or when he isn't."

"Supervisor shall mean a person:

- "1. Whose primary duty consists of
 - a. Managing a plant, a shift, a department, or a recog-

nized subdivision of a department, and

b. Customarily and regularly directing the work of at least two other persons;

- "2. Who has authority as to hiring and firing, or making suggestions and recommendations as to hiring and firing and advancement and promotion or as to any other change of status of other employees;
- "3. Who customarily and regularly exercises discretionary powers—that is to say, has power to make decisions and exercise individual judgment as to what is right and proper, as distinguished from following a mere mechanical routine involving no liberty of choice;
- "4. Whose hours of work of the same nature as that performed by employees do not exceed twenty per cent of the number of hours which he works as a supervisor in any work week during which no major emergency occurs."

Excerpt from Conclusions of Conference:

"Statement of policy made to the effect that persons coming under the definition of 'Supervisor', quoted above, shall not be bargained for by the Unions. Others not qualifying with this definition shall be considered to be employees under the terms of the Uniform Labor Agreement."

10. Smoking Privileges (1947)

Employer Representative:

"In recent years at the request of the Unions the smoking privileges for employees were extended. This was agreed upon with a commitment from the Unions that they would assist in the policing of those provisions.

"Some instances have been called to our attention wherein those privileges have been or are being abused by employees. We desire a discussion of this situation in order to accomplish its correction."

Union Representative:

"Well, the only thing I can say . . . in reply to you, I am confident that the officers of these unions, both the paper-makers and the pulp workers, desire to cooperate with the employers as far as smoking zones are concerned.

"I think that possibly there is a job to do, maybe on both sides, a job for the employers to do, to say 'We'll see that there are smoking zones in the mill proper, adequate smoking zones' . . . I think it is our job . . . and I think right-fully so, that where we receive a privilege, we should not over-ride that privilege, because if we do, at some later date, we will possibly lose it. That has been done in some cases in the past, and we don't want to lose the privilege.

"Therefore, we feel that if there is cooperation between the two groups, employers agree that there will be smoking zones, and then after the smoking zones are set up, that

our people say that we will do our part to discipline our people . . . I believe we can arrive at a satisfactory conclusion."

Union Representative:

"It is a joint responsibility. I recognize it, and I think the union should do something about it, and I think they should tell the individual on the side that he is abusing the privilege, but when it comes down to the final point whereby we are going to penalize the individual for abusing that, that should be the duty of the supervisor and he alone. He is the man who should report the individual to the office or the personnel department or whoever handles your particular problems, and then the individual should be brought up before management . . ."

Employer Representative:

"I think we have to divide the job. The first job is an educational job, which is in the hands of the union, and the disciplinary part of the job is in the hands of management."

Union Representative:

"That's right. That's right."

Union Representative:

"We also recommend on your proposal on smoking . . . that the remarks made across the table be made in the form of a bulletin and placed upon the bulletin boards in all of the mills . . ."

11. Pre-Vocational Training (1948)

Joint Committee Report: (Accepted by all parties.)

"The joint committee on pre-vocational training recommends that this conference go on record as endorsing a plan by which the various mill managements may work out arrangements with the various local unions which will allow the mills to accept pre-vocational students under the various State Public School laws covering such enrollment. Such arrangements would permit sub-base rates to be paid to those students while pursuing state-approved courses, but no such recipient would be used to replace a regular employee."

12. General Election — Arrangement to Provide Time to Vote (1948-1950)

Joint Committee Report: (Accepted by all parties.)

"There are some employees whose work schedules are such as to make it difficult or impossible to exercise their privilege of voting. In any such case management will, at the request of the employee, arrange for modification of the employee's schedule of work so as to provide him or her adequate time in which to vote."

MEMBER MILLS
OF THE
PACIFIC COAST ASSOCIATION OF
PULP AND PAPER MANUFACTURERS

Anacortes Division of Coos Bay Pulp Corporation, Anacortes, Washington
California Container Corporation, Division of Container Corporation of America, Los Angeles, California
California Container Corporation, Division of Container Corporation of America, Tacoma, Washington
Coos Bay Pulp Corp., Empire, Coos Bay, Oregon
Crown Zellerbach Corporation, Camas, Washington
Crown Zellerbach Corporation, Lebanon, Oregon
Crown Zellerbach Corporation, Los Angeles, California
Crown Zellerbach Corporation, Port Angeles, Washington
Crown Zellerbach Corporation, Port Townsend, Washington
Crown Zellerbach Corporation, West Linn, Oregon
Everett Pulp and Paper Company, Everett, Washington
Fernstrom Paper Mills, Inc., Pomona, California
Fibreboard Products Inc., Antioch, California
Fibreboard Products Inc., Port Angeles, Washington
Fibreboard Products Inc., Portland, Oregon
Fibreboard Products Inc., San Joaquin Division, Antioch, California
Fibreboard Products Inc., South Gate, California
Fibreboard Products Inc., Stockton, California
Fibreboard Products Inc., Sumner, Washington
Fibreboard Products Inc., Vernon, California
Longview Fibre Company, Longview, Washington
Longview Fibre Company, Los Angeles, California
Pacific Coast Paper Mills, Bellingham, Washington
Pacific Paperboard Company, Longview, Washington
Publishers' Paper Company, Oregon City, Oregon
Puget Sound Pulp & Timber Company, Bellingham, Washington
Rayonier Incorporated, Hoquiam, Washington
Rayonier Incorporated, Port Angeles, Washington
Rayonier Incorporated, Shelton, Washington
St. Helens Pulp & Paper Company, St. Helens, Oregon
Soundview Pulp Company, Everett, Washington
West Tacoma Newsprint Co., Steilacoom, Washington
Weyerhaeuser Timber Company, Pulp Division, Everett, Washington
Weyerhaeuser Timber Company, Pulp Division, Longview, Washington
Weyerhaeuser Timber Company, Pulp Division, Springfield, Oregon