

Paper makers

CBA
FILE

LABOR AGREEMENT

July 1950 - 30 June 1951

INTERNATIONAL BROTHERHOOD
OF PAPER MAKERS



INTERNATIONAL BROTHERHOOD OF
PULP, SULPHITE AND PAPER
MILL WORKERS



CROWN ZELLERBACH CORPORATION

(Carthage, N.Y., Division)

EFFECTIVE JULY 1, 1950



REC.

INSTITUTE OF
INDUSTRIAL RELATIONS

AUG 8 1950

CROWN ZELLERBACH CORPORATION

343 SANSOME STREET
SAN FRANCISCO, 19



July 21, 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 the labor agreement effective July 1, 1950, between Crown Zellerbach Corporation (Carthage, New York, division) and the two unions involved, namely, the International Brotherhood of Paper Makers, and the International Brotherhood of Pulp, Sulphite and Paper Mill Workers.

The major changes agreed upon are as follows:

- 1: General wage increase of five cents per hour.
- 2: Three weeks vacation with pay for employees with 15 or more years of continuous service.
- 3: One additional paid holiday, making a total of six.
- 4: Minor adjustments and changes in working conditions.
- 5: The new contract shall be for one year, from July 1, 1950, to June 30, 1951.

Very truly yours,

CROWN ZELLERBACH CORPORATION

By: P. J. Middlebrook
Industrial Relations Department

ack'd
PFMiddlebrook:FH
Encl.

LABOR AGREEMENT

**INTERNATIONAL BROTHERHOOD
OF PAPER MAKERS**



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



CROWN ZELLERBACH CORPORATION

(Carthage, N.Y., Division)

EFFECTIVE JULY 1, 1950



THIS AGREEMENT, by and between CROWN ZELLERBACH CORPORATION (Carthage, N. Y., Division), hereinafter referred to as the Signatory Company, party of the first part, and INTERNATIONAL BROTHERHOOD OF PAPER MAKERS (an unincorporated Association), and INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE AND PAPER MILL WORKERS (an unincorporated Association), hereinafter referred to as the Signatory Unions, parties of the second part.

WITNESSETH:

SECTION 1. General Purpose of Amendment.

It is hereby agreed that the general purpose of this Agreement is, in the mutual interest of the employer and the employee, to provide for the operation of the plant under methods which will further to the fullest extent possible, the safety 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. Terms of Agreement and Modifications.

(a) This Agreement shall be in effect from July 1, 1950, to and including June 30, 1951, and from year to year thereafter subject to termination by either party on any July 1, on sixty (60) days' written notice mailed prior to such July 1st.

(b) Either party desiring any change in this Agreement at the expiration of the same, shall give to the other party notice in writing mailed sixty (60) days prior to such expiration, that a change is desired; otherwise this Agreement remains in force and effect for another year.

SECTION 3. 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, as hereinafter defined.

(b) Any employee who is now 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 July 1, 1950 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 management of the Signatory Company. In the event that the Local Union and the 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.

(c) 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 3. 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 15 days after receipt by both the Company and the employee of such request, and after the Company has held a hearing, if demanded by an 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.

(d) If any employee claims to have been unjustly suspended, expelled or excluded from either of the Signatory Unions and has appealed the action of the Union to the President of the International Brotherhood concerned within five (5) days after having received notice of such action, he may at the same time file with the local mill manager a copy of his appeal, in which case he shall be eligible for continued employment until final action by the President of the International Brotherhood concerned. When and if such appeal is filed it shall be the duty of the local Signatory Union concerned to deliver to the local mill manager a copy of its

record of the case which shall contain all essential information as to the charges against such employee and the evidence in support of such charges and the findings. The President of the International Brotherhood concerned shall not make a finding on any such appeal earlier than fifteen (15) days after the date on which copy of such appeal was delivered to the local mill manager and shall give consideration to any brief that may be filed by the said local mill manager prior to issuance of such findings and shall furnish the said local mill manager with a copy of said findings which shall include comment on any brief filed by the local mill manager. It is agreed that the authority of the President of the International Brotherhood concerned is final as to any such appeal.

(e) It is the intent of this Agreement that former regular employees laid off because of reduction in force, and whose work was satisfactory to the Company at the time of the lay-off, will be given preference by the Company when the force is again increased.

SECTION 4. 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.

SECTION 5. No Interruption of Work.

It is agreed that there shall be no strikes, walk-outs or other interruption of work, during the period of this Agreement, or upon its expiration, except with the express and specific sanction of the Signatory Unions. It is agreed that 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 6. Holidays.

(a) Easter Sunday, Fourth of July, Labor Day and Christmas shall be holidays on which no unnecessary work shall be done, except that on Easter Sunday any necessary maintenance and/or service work may be performed at the discretion of management. Overtime at the rates hereinafter specified shall be paid for work done during the following hours:

Easter Sunday—24 hours (8 a.m. Sunday to 8 a.m. Monday).

Fourth of July—32 hours (midnight July 3rd to 8 a.m. July 5th).

Labor Day—32 hours (midnight before Labor Day to 8 a.m. Tuesday).

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

(b) New Year's Day, Memorial Day and Thanksgiving Day shall be holidays on which there shall be no restrictions upon any work scheduled by the management.

(c) In the event management does not schedule work on New Year's Day, the shut down shall be from 4 p.m. on December 31st to 4 p.m. on January 1st.

(d) The hours of commencing and ending, specified above, may be varied by mutual agreement of the management and the Joint Adjustment Committee and the specified hours of commencing or ending will be adjusted to coincide with the regular hours of changing shifts.

(e) In addition to any other compensation any employee (but not a part time employee) as defined in the agreement, who is on the payroll of the Signatory Company on Easter Sunday, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day and who has been on the payroll for not less than 90 days just preceding each holiday will be granted eight (8) hours' pay at the straight time rate of the employees regular job for each of the six (6) holidays specified in this sub-paragraph subject to compliance with all conditions set forth below in (f) and (g):

(f) 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

(g) 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 bona fide sickness or other bona fide reason approved by management prevents his working on such holiday.

SECTION 7. Schedule of Wages.

Effective as of July 1, 1950 wage rates as indicated in the attached memorandum marked "Exhibit A," shall be paid, subject to the notice and/or modification provided for in Section 2 of this Agreement.

SECTION 8. Hours of Work.

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

(b) Schedules of hours per shift, and of shifts per day and per week, as observed during the 1947-48 contract year, shall continue unless:

- (1) A change is agreed upon by mutual consent between the management and the Local Union concerned, or
- (2) Compelling manufacturing reasons necessitate a change; provided that the Local Union concerned is privileged to make a grievance for adjustment, in accordance with Section 17 of this Agreement, of any situation in which the designation of compelling manufacturing reasons is claimed to be unreasonable.

(c) Nothing in this Agreement shall be construed to mean that an employee is guaranteed a minimum number of hours of work per week.

SECTION 9. Definitions.

Wherever used in this Agreement, including Exhibits—

(a) The word EMPLOYEES means all the employees of the Signatory Company employed in the

plant, excepting those engaged in administration, sales, research (not including testers) watchmen's duties, accounting, clerical, stenographic and other office work, executives and secretaries, and other employees regularly engaged in actual supervisory capacities.

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

(c) The words **TOUR WORKERS** wherever used in this Agreement 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 twenty-four (24) hours beginning at 8 a.m. or at the regular hour of changing shifts nearest to 8 a.m.

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

SECTION 10. Days Off.

It is agreed that the Signatory Company, will, whenever in the judgment of the mill management it is practicable to do so, designate definite day or days off for each employee, and if more than one day is involved, make the days consecutive. It is understood and agreed that the Joint Adjustment Committee shall have the right to take up with the resident mill manager any cases in which the practicability of the assignment of days is questioned and shall cooperate with the local mill manager in carrying out the intent hereof.

SECTION 11. Call Time For Day Workers.

(a) Any day worker who is ordered to report back for work after having completed his regular shift, shall be paid two (2) hours call time plus actual time worked.

(b) In case any employee reports for work, whether it be on one of his or her regular days, or on his or her 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, providing, however, that if there has been insufficient time for notification of the employee by the employer or if the employer has been unable to notify the employee after making a reasonable effort, no allowance for so reporting shall be paid.

SECTION 12. Call Time For Tour Workers.

(a) Changes—Fourdrinier Wires. Tour Workers called to put on Fourdrinier wires at a time other than their regular tour, shall be paid for the time worked plus two (2) hours call time but not less than four hours on any one wire. If tour workers commence to put on a Fourdrinier wire before their shift begins and continue into their shift or commence during their shift and continue such work after their shift ends, or are held over for a wire change after their shift ends, they shall receive regular pay for the hours worked plus one hour.

(b) Tour Workers asked to assist to put on a Fourdrinier wire on a machine other than their own during the regular shift shall receive one (1) hour's extra time.

(c) Tour Workers called to assist in changing No. 1 Paper Machine from a creping operation on the second press to a creping operation on the Yankee Drier, or vice versa; also on No. 3 Paper Machine where this machine is changed from a M. G. operation to a creping operation or vice versa, shall be paid two hours call time. Call time will not be paid on a non-operating day. Call time shall not be paid to the regular shift, a shift held over, or for work continuing into the regular shift.

If the work as defined above in Section 12 (c) is performed at the same time as a wire change, call time will be paid only as per Section 12 (a).

SECTION 13. 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 the 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 14. Starting and Stopping Work of Day Workers.

(a) Day Workers shall be at their respective posts to begin work at the time their pay starts, and shall be allowed five (5) minutes before their pay stops to pick up tools and materials necessary to leave the job in good order.

(b) Normal working hours shall be from 8 a.m. to 12 Noon—1 p.m. to 5 p.m., unless in the judgment of the Signatory Company special conditions warrant that an exception be made.

SECTION 15. Causes For Immediate Discharge.

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

Reporting for duty under influence of liquor.

Disobedience.

Smoking.

(1) Employees not provided with rest periods, smoking in prohibited areas.

(2) Employees provided with rest periods for smoking at any other time than during the rest period or in prohibited areas.

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

Neglect of duty.

Refusal to comply with Company Rules; providing that such rules shall be posted in a conspicuous place where they may be read by all employees.

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.

SECTION 16. 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 co-operate in selecting one or more safety committees which will meet at least once a month to consider safety problems.

SECTION 17. Adjustment of Complaints.

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, the employee shall continue to work as per the conditions existing prior to the time of dispute, complaint, or grievance arose, and such dispute, complaint, or grievance shall first be taken up with the foreman by the employee who may be accompanied by the Shop Steward. If no satisfactory settlement is made, the employee may refer the question to the Joint Adjustment Committee, which may immediately arrange to confer with the resident manager of the mill giving a report in writing of the dispute, complaint, or grievance. The resident manager shall give a written reply within five (5) days, stating what adjustment he has made of the matter. If the resident manager fails to satisfactorily adjust the dispute, complaint, or grievance, it shall 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 arbitration, the Company selecting one man and the International Brotherhood concerned selecting one man, and the two thus selected shall choose a third party. In the event of their failure to select a third party within five (5) days, the United States District Judge for the District in which the village of Carthage, New York, is located, shall be requested

to appoint a third man. After a third arbitrator has been selected, or appointed, the three arbitrators shall convene and render a decision within fifteen (15) days. Any decision concurred in by two of the three arbitrators shall be final and binding upon the parties to this Agreement.

If an employee claims to have been unjustly discharged or suspended during the period of this Agreement, or any continuance thereof, his or her case shall be presented within forty-eight (48) hours of the time of discharge or suspension. The case shall follow the procedure set forth in the previous paragraph. In all cases, if it is found that he or she was unjustly discharged or suspended, he or she shall be reinstated without loss of time.

SECTION 18. Seniority.

In promotions and lay-offs and in re-employment of seasonal employees, other things being equal, the principles of seniority will govern. In any case of promotion, layoff, or re-employment, the Joint Adjustment 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 Joint Adjustment Committee can be obtained.

Signed this 15th day of June, 1950.

**INTERNATIONAL BROTHERHOOD OF
PAPER MAKERS**

By E. RALPH BREWSTER, *Representative*

Carthage Local No. 93

By LEON DESJARDINS, *President*

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

By JOHN P. BURKE, *President per*

By FLOYD C. VAN DEUSEN, *Representative*

Carthage Local No. 118

By CLARENCE V. BANCROFT, *President*

**CROWN ZELLERBACH CORPORATION
Carthage, N.Y., Division**

By G. H. GALLAWAY, *Resident Manager*

EXHIBIT A

SECTION 1. Wage Schedule.

Effective July 1, 1950, the following established rates will apply:

PAPER MILL

No. 1 and 2 Paper Machines

Lead Machine Tender	\$1.725
Machine Tender	1.60
Back Tender	1.40
Third Hand	1.28
Fourth Hand	1.205
Beater Engineer	1.35
Beater Helper	1.20

No. 3 Paper Machine

Machine Tender	1.50
Back Tender	1.32
Third Hand	1.23
Beaterman	1.28

Tour Boss—Grinders	1.31
Grinderman	1.18
Wood Piler	1.18
Breaker Beater Operator	1.18
Tester	1.255
Apprentice Tester	1.16
Bleach Plant	1.26
Fireman	1.34
Fireman's Helper	1.18
Oiler	1.24
Electrician—Class A.	1.50
Electrician—Class B	1.41
Electrician—Class C	1.32
Electrician's Helper—Class A	1.21
Electrician's Helper—Class B	1.16
Piper—Class A Plus	1.50
Piper—Class A	1.47
Piper—Class B	1.41
Piper—Class C	1.32
Piper—Helper—Class A	1.21
Piper—Helper—Class B	1.16
Millwright—Class A Plus	1.50
Millwright—Class A	1.47
Millwright—Class B	1.41
Millwright—Class C	1.32
Millwright—Helper, Class A	1.21
Millwright—Helper, Class B	1.16
Machinist—Class A	1.50
Machinist—Class B	1.41

Machinist—Class C	1.32
Machinist—Class D	1.22
Painter—Class A	1.39
Painter—Class B	1.32
Painter—Class C	1.26
Painter's Helper—Class A	1.21
Painter's Helper—Class B	1.16
Truck Driver	1.24
Electric Lift Truck Operator	1.25
Janitor	1.16
Stockroom Clerk	1.21
Crane Operator	1.32
Yard Crew	1.16
Shipping Crew Car Checker	1.18
Shipping Crew	1.16
Car Blocker and Strapper	1.18

Note: Employees used as Lead Men will receive ten (10) cents per hour more than the job rate.

CONVERTING PLANT

Sample Girl	\$1.04
Recondition Girl	1.04
Box Facial Girl	1.04
Folded Towel Girl	1.04
No Waste	1.06
Twinfold Girl	1.05
Twinfold Packer	1.04
Roll Bander	1.04
Diaper Girl	1.04
Steiner Packer	1.04
Menu Girl	1.04
*Female Apprentice	1.00
Roll Toilet Operator	1.235
*Roll Toilet Apprentice	1.185
Towel Machine Tender	1.185
Twinfold Sawyer	1.185
Operator Adjuster Twinfold	1.36
Manu Towel Operator (Male)	1.16
Towel Sealer and Stitcher	1.16
Roll Toilet Trucker	1.185
Squarefold Operator	1.21
Cameron Operator	1.21
Roll Toilet Sealer	1.21
Roll Toilet Case Men	1.16
Tube Operator	1.235
Folded Facial Operator	1.235
Folded Facial Helper	1.185
Cuttermen—Trimmerman	1.235
Cuttermen	1.21
Trimmerman	1.21

Waxer Man -----	1.31
Core Cutter -----	1.16
Steiner Trucker -----	1.185
Cull Saw and Baler -----	1.16
Night Man Cleanup -----	1.16
Adjuster—Class A Plus -----	1.415
Folded Towel Adjuster, Class A -----	1.36
No Waste Adjuster, Class A -----	1.36
Towel and No Waste Adjuster, Class B ---	1.295
Diaper Operator -----	1.26
Wax Interfold Operator -----	1.235
Tymatic Capper -----	1.16
No Waste Machine Tender -----	1.185

*Apprentice rate for the Converting Plant shall not apply for a period in excess of eight weeks of continuous employment. At that time such apprentice will either justify the full rate or at the management's option may be discharged.

In addition to job rates in the Converting Plant, premium earnings, if any, will be paid in accordance with established standards.

SECTION 2. Overtime.

(A) Effective July 1, 1950, 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 holidays as specified in sub-paragraphs (a) and (b) of Section 6 of this 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 holidays as specified in sub-paragraphs (a) and (b) of Section 6 of this Agreement.
- (2) For all work in excess of forty (40) hours in any one week.

(B) Effective July 1, 1950, overtime at the rate of double time will be paid for all work performed on Sundays.

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 holidays as specified in Section 6 of the Agreement shall not be applied to offset overtime which would otherwise be payable for work in excess of forty hours in one week.

SECTION 3. 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 May 1st the employee must be on the payroll of the Signatory Company on said May 1st and either

- (a) Have been an employee for not less than one year prior to said May 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 May 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 May 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 May 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 May 1st in the first year of his employment and a minimum of 1,000 prior to May 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 May 1st, the employee must be on the payroll of the Signatory Company on said May 1st, and must

- (a) Have qualified for a two weeks' vacation as provided in paragraph (2) above and
- (b) Have been an employee for not less than fifteen (15) years prior to said May 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.

(4) 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.

(5) 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 May 1st will be given vacation pay.

(6) 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 May 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 May 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 May 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.

(7) 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.

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

(9) 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 May 1st.

SECTION 4. Night Shift Differential For Primary Continuous 24-Hour Operation.

A night shift differential of four (4) cents per hour shall be paid in addition to the hourly rate on any primary continuous 24-hour operation wherein one-half or more of the scheduled shift

hours fall after 6 p.m. and before 6 a.m. The night shift differential shall not be deemed a part of the hourly job rate. This shall apply to the Paper Mill, Beater Room, Groundwood Mill, Bleach Plant, Breaker Beater, Boiler Plant, Shift Roll Truckers, Oilers, Shift Electricians and Shift Testers.

JOINT STATEMENT OF UNDERSTANDING

The following statement of understandings and clarifications between Crown Zellerbach Corporation (Carthage, N.Y., Division), International Brotherhood of Paper Makers (and Carthage Local No. 93), and International Brotherhood of Pulp, Sulphite and Paper Mill Workers (and Carthage Local No. 118), shall continue in effect:

(1) Relative to additional jobs subject to Section 4 of Exhibit A, namely "Night Shift Differential for Primary Continuous 24 Hours Operation," a night shift differential of four (4) cents shall be paid to cleanup men and to employees on the roll towel operation, or other converting operations, (when these operate on a 24-hour basis) who work on the last shift which starts at 10 p.m. and ends at 6 a.m. It is understood that the four (4) cent night shift differential shall not be considered as a part of the hourly job rate.

(2) Rest periods in the Converting Plant shall start at the sound of a gong and employees shall return to their machines, or places of work eight minutes later at the sound of the same gong. Employees enjoying the rest period privilege must actually be at his or her machine or other place of work not later than ten (10) minutes after the sound of the first gong.

(3) Baler men, cull men and waxer men shall be excluded from the designated rest period and shall be in the same category as other day workers relative to the smoking privilege.

(4) The Company may exercise the right to use relief operators on any converting plant operation in lieu of shutting down machines during rest period.

(5) In accordance with Section 8 (a) of the Agreement, the Company intends to make every effort to adhere to the 40-hour work week and shall adhere to the provisions of Section 8 (b), as amended, to the extent that Section 8 (b) does not violate or conflict with the intent and purpose of Section 8 (a).

Signed this 15th day of June, 1950.

**INTERNATIONAL BROTHERHOOD OF
PAPER MAKERS**

By E. RALPH BREWSTER, *Representative*

Carthage Local No. 93

By LEON DESJARDINS, *President*

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

By JOHN P. BURKE, *President per*

By FLOYD C. VAN DEUSEN, *Representative*

Carthage Local No. 118

By CLARENCE V. BANCROFT, *President*

CROWN ZELLERBACH CORPORATION

Carthage, N.Y., Division

By G. H. GALLAWAY, *Resident Manager*

INDEX

Preamble	Page
Section 1—General Purpose of Agreement.....	1
Section 2—Terms of Agreement and Modifications	1
Section 3—Recognition	1-2-3
Section 4—Jurisdiction	3
Section 5—No Interruption of Work.....	3-4
Section 6—Holidays	4-5-6
Section 7—Schedule of Wages.....	6
Section 8—Hour of Work.....	6
Section 9—Definitions	6-7
Section 10—Days Off	7
Section 11—Call Time for Day Workers.....	7-8
Section 12—Call Time for Tour Workers.....	8
Section 13—Starting and Stopping Work of Tour Workers	8-9
Section 14—Starting and Stopping Work of Day Workers.....	9
Section 15—Causes for Immediate Discharge..	9-10
Section 16—Safety	10
Section 17—Adjustment of Complaints.....	10-11
Section 18—Seniority	11

EXHIBIT A

Section 1—Wage Schedule	13-14-15
Section 2—Overtime	15-16
Section 3—Vacations	16-17-18
Section 4—Night Shift Differential for Primary Continuous 24-Hour Operation	18-19
Joint Statement of Understanding.....	20