

Papermakers

Labor Agreement

1 July 1953 - 30 June 1954

INTERNATIONAL BROTHERHOOD
OF PAPER MAKERS



INTERNATIONAL BROTHERHOOD OF
PULP, SULPHITE AND PAPER
MILL WORKERS



CROWN ZELLERBACH CORPORATION
(Carthage, N.Y., Division)

EFFECTIVE JULY 1, 1953



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, 1953



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 Agreement.

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, 1953, to and including June 30, 1954, 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.

(c) It is understood and agreed that the Company and/or the Signatory Unions may open this Agreement once during its term for the purpose of discussing changes in the hourly rates as set forth in Exhibit A, by serving thirty (30) days' written notice.

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, 1953 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 of 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 de-

fined 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 four days during such ninety 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, 1953, 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.

(a) Any employee who is called back to work after having completed his regular shift and prior to his next regularly scheduled shift shall be paid two 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. Allowances 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 two (2) hours.

(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 two (2) hours' 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 (2) 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 unavoidable 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 cooperate 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.

SECTION 19. Welfare Plan.

The Company shall make available to such of its employees as elect to participate, a welfare plan, pursuant to the terms and conditions of Exhibit B attached hereto and made a part thereof.

(NOTE: Exhibit B is not reproduced in this reprint of the Agreement, but is available at the offices of the Union and the Company. The Company's Welfare Plan, complying with Exhibit B, will be available to all employees in booklet or mimeograph form.)

Signed this 3rd day of July, 1953.

**INTERNATIONAL BROTHERHOOD OF
PAPER MAKERS**

By PATRICK W. HARTE, *Representative*

Carthage Local No. 93

By KENNETH JOHNSON, *President*

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

By JOHN C. BURKE, *President*

By PAT CONNOLLY, *Representative*

Carthage Local No. 118

By WILLIAM J. DALTON, *President*

CROWN ZELLERBACH CORPORATION

Carthage, N.Y., Division.

By H. WYMORE, *Resident Manager*

EXHIBIT A

SECTION 1. Wage Schedule.

Effective July 1, 1953, the following established rates will apply:

PAPER MILL

Lead Machine Tender ----- \$1.99

No. 1 Paper Machine

Machine Tender -----	1.97
Back Tender -----	1.765
Third Hand -----	1.64
Fourth Hand -----	1.56
Beater Helper -----	1.465

No. 2 Paper Machine

Machine Tender -----	1.99
Back Tender -----	1.785
Third Hand -----	1.66
Fourth Hand -----	1.57
Beater Helper -----	1.515
Beater Engineer -----	1.66
Beater Room Trucker -----	1.475

No. 3 Paper Machine

Machine Tender -----	1.845
Back Tender -----	1.66
Third Hand -----	1.565
Beaterman -----	1.525
Tour Boss—Grinder -----	1.565
Grinderman -----	1.41
Wood Piler -----	1.39
Breaker Beater Operator -----	1.39
Tester -----	1.53
Apprentice Tester -----	1.36
Bleach Plant -----	1.485
Fireman -----	1.595
Fireman's Helper -----	1.39
Oiler -----	1.505
Electrician—Class A Plus -----	1.79
Electrician—Class A -----	1.76
Electrician—Class B -----	1.665
Electrician—Class C -----	1.57
Electrician's Helper -----	1.425
Piper—Class A Plus -----	1.79
Piper—Class A -----	1.76
Piper—Class B -----	1.665
Piper—Class C -----	1.57

Piper's Helper -----	1.425
Millwright—Class A Plus -----	1.79
Millwright—Class A -----	1.76
Millwright—Class B -----	1.665
Millwright—Class C -----	1.57
Millwright's Helper -----	1.425
Machinist—Class A Plus -----	1.79
Machinist—Class A -----	1.76
Machinist—Class B -----	1.665
Machinist—Class C -----	1.57
Machinist—Class D -----	1.435
Painter—Class A Plus -----	1.675
Painter—Class A -----	1.645
Painter—Class B -----	1.57
Painter—Class C -----	1.485
Painter's Helper -----	1.425
Truck Driver -----	1.505
Electric Lift Truck Operator -----	1.475
Janitor -----	1.36
Crane Operator -----	1.595
Peeler Operator -----	1.465
Yard Crew -----	1.36
Shipping Crew Car Checker -----	1.39
Shipping Crew -----	1.36
Car Blocker and Strapper -----	1.39
Yard Saw Operator -----	1.395

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

COVERTING PLANT

Sample Girl -----	1.285
Box Facial Girl -----	1.235
Folded Towel Girl -----	1.235
No Waste -----	1.255
Natapak Girl -----	1.245
Natapak and No Waste Packer -----	1.235
Roll Bander -----	1.235
Steiner Packer -----	1.235
Menu Girl -----	1.235
*Female Apprentice -----	1.195
Roll Toilet Operator -----	1.45
*Roll Toilet Apprentice -----	1.395
Towel Machine Tender -----	1.395
Natapak Sawyer -----	1.395
Operator Adjuster Natapak -----	1.59
No Waste Roll Handler -----	1.395
Manu Towel Operator (Male) -----	1.36
Towel Sealer and Sticher -----	1.36
Roll Toilet Trucker -----	1.395
Squarefold Operator -----	1.425

Cameron Operator -----	1.425
Tube Operator -----	1.45
Folded Facial Operator -----	1.45
Folded Facial Helper -----	1.395
Cuttermen—Trimmerman -----	1.45
Cuttermen -----	1.425
Trimmerman -----	1.425
Waxer Man -----	1.535
No. 1 Sealer Man -----	1.535
No. 2 Sealer Man -----	1.475
Core Cutter -----	1.36
Steiner Trucker -----	1.395
Night Man Cleanup -----	1.36
Converting Dept. Asst. Maint. Super.-----	1.865
Adjuster—Class A Plus -----	1.695
Adjuster—Class A -----	1.64
Adjuster—Class B -----	1.555
Wax Interfold Operator -----	1.45
Tymatic Capper -----	1.36
Baler -----	1.36
Folded Napkin Operator -----	1.485

* 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, 1953, overtime at the rate of time and one-half will be paid on the following basis:

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

- (1) For all work performed on holidays as specified in subparagraphs (a) and (b) of Section 6 of this Agreement.
- (2) For all work in excess of eight (8) hours in any one day at the rate of the job on which the overtime occurred, except in such cases where Section 8 of the Joint Statement of Understanding will apply.
- (3) For all work in excess of forty (40) hours in any one week at the rate of the job on which the overtime occurred,

except in such cases where Section 6 of the Joint Statement of Understanding will apply.

(B) Effective July 1, 1953, overtime at the rate of double time will be paid for all work performed on Sundays.

In the payment of overtime on the basis provided above not more than one basis shall be used to cover the same hours; 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; and provided further that the overtime does not occur at the request or convenience of the employee.

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 hours prior to May 1st in each of four additional years.

Provided that, with respect to either (a) or (b) above, if 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.

A night shift differential of five (5) 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 p.m. and before 6 a.m. The night shift differential shall not be deemed a part of the hourly job rate.

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) 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.

(2) 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.

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

(4) Whenever a day worker's work period extends more than five hours beyond the end of a meal period at the end of his normal working day a meal period of forty minutes duration will be allowed at the end of five hours with no loss of pay.

(5) Whenever official meetings are held between the unions and management, which may be requested by either party, minutes shall be kept and signed by representatives of the parties involved. A copy of such minutes shall be furnished to each union and to the management.

(6) 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).

(7) It is agreed that three days' pay allowance shall be granted to any employee in case of death in his or her immediate family. (Immediate family is defined as mother, father, spouse, sister, brother, daughter, son, father-in-law and mother-in-law). The pay allowance shall be eight (8) hours at the

straight time rate of the employee's regular job and will be paid only for scheduled work days lost.

(8) In any case, when an employer is required to work temporarily on any job other than his regular job, he is to receive his regular rate or job rate whichever is higher.

(9) It is understood that a holiday falling on Sunday will be observed on the following Monday when such holiday is so observed in the state and community.

(10) Every vacancy of a permanent nature, new job or permanent transfer, affecting girls' jobs will be discussed with a committee consisting of the local union president and shop stewards from the departments concerned.

(11) The following policy shall govern the establishment of wage rates on new jobs and on incentive jobs:

- (a) At the time a new job is started representatives of management and the local union involved will study all available data and arrive at a mutually satisfactory temporary rate to be applied retroactively to that date on which the equipment is started.
- (b) Not less than six (6) weeks subsequent to start-up of the new equipment, representatives of management and the union involved will submit accurate job descriptions to the Pacific Coast Job Analysis Board whose final calculated rate will be considered binding by both parties and made retroactive to the start-up date of the equipment.
- (c) Within thirty (30) days after a machine attains its expected output, management will reach a decision as to whether incentive is to be applied. If incentive measurement is put in effect, incentive payments will be retroactive to the time production records indicate they were earned. If incentive is not applied to a job the incentive committee will be given the reasons.

(12) The management agrees that the progress and qualifications of each mechanic below the grade of "A plus" will be periodically reviewed at intervals of not more than six months. Records of the results of these reviews will be maintained and will, at his request, be discussed with each man at six months intervals. At the same time he will also be

advised as to the status of his prospects for advancement, under the then current and prospective work load in the mechanical department.

(13) The following definitions or job classifications shall apply to the various classes of electricians, machinists, millwrights and pipers:

- (a) The job of an "A plus" mechanic or maintenance man requires all of the qualifications designed for the job of an "A" mechanic and in addition carries the responsibility for an essential type of highly specialized mechanical work.
- (b) The job of an "A" mechanic or maintenance man, requires a fully reliable, competent and experience mechanic having the necessary tools required by the trade. 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 working drawing of a layout, go out on the job, take 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.
- (c) The job of a "B" mechanic or maintenance man requires a reasonably competent mechanic, having the necessary tools required by the trade and sufficient experience to execute the necessary work with a reasonable amount of direct supervision. The job carries the responsibility to take a working drawing of the layout, making the necessary measurements 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.
- (d) The job of 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 skill to perform independently one or more of the types of operation included in the trade, with supervision, but does not require the ability to perform independently all kinds of work included in the trade. It requires a man having the basic tools for

the work assigned to the job. It requires a man 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.

- (e) The job of a helper requires the ability to perform less important tasks in line with assisting mechanics of a higher classification in all types of work in his trade. It is desirable for a helper to make a start at obtaining the tools of his trade so that he will be in a position to advance if the opportunity presents itself. Normally the job does not require a man capable of performing alone any assignment of work other than those which are simple and routine, to be interpreted as not working on mechanical equipment. The job carries only normal responsibility. Normally, the job requires a man capable of, and willing to, prepare himself for an assignment to a job of higher classification in his chosen trade.

(14) The following definitions or job classifications shall apply to the various classes of adjusters in the converting plant:

- (a) A class "A plus" adjuster is an adjuster who is fully able to adjust and repair the equipment on any two major production lines in addition to having a general knowledge and ability to make adjustments and repairs on miscellaneous equipment such as the sealers, box facial, etc.
- (b) A class "A" adjuster is an adjuster who is able to adjust and repair the equipment on any one major production line and make minor repairs when necessary on miscellaneous equipment.
- (c) A class "B" adjuster is a man who performs adjusting duties under the guidance of a Class "A" or "A plus" adjuster; and who is not fully qualified to take the responsibility for the adjusting of one line of major converting equipment. This rate will also cover the man who performs the duties of Converting Plant oiler.

(15) The following definitions or job classifications shall apply to lead men in the Maintenance and Operating Departments:

- (a) A lead man in the Maintenance Department has the responsibility for the general direction of assigned work throughout his section and re-assignment of work when necessary, such as in the case of emergencies, breakdowns, etc. He acts as a general consultant on mechanical problems within the section.
- (b) A lead man in the Operating Department has the responsibility of general direction of operations in his section under the direct supervision of the foreman or department supervisor.

Signed this 3rd day of July, 1953.

**INTERNATIONAL BROTHERHOOD OF
PAPER MAKERS**

By PATRICK W. HARTE, *Representative*

Carthage Local No. 93

By KENNETH JOHNSON, *President*

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

By JOHN C. BURKE, *President*

By PAT CONNOLLY, *Representative*

Carthage Local No. 118

By WILLIAM J. DALTON, *President*

CROWN ZELLERBACH CORPORATION

Carthage, N.Y., Division.

By H. WYMORE, *Resident Manager*

I N D E X

Section 1—General Purpose of Agreement.....	1
Section 2—Terms of Agreement and Modifications	1
Section 3—Recognition	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—Hours of Work	6
Section 9—Definitions	6-7
Section 10—Days Off	7
Section 11—Call Time	7-8
Section 12—Allowances 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—Adjustments of Complaints.....	10-11
Section 18—Seniority.....	11
Section 19—Welfare Plan.....	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
Joint Statement of Understanding..	19-20-21-22-23