

**SUPPLEMENTAL
AGREEMENTS**



EXHIBIT D (I) : SUPPLEMENTAL AGREEMENTS

It is agreed that only the following mutual agreements are recognized as binding upon the Parties unless otherwise modified during the term of this agreement per Section 35(D).

1. April 4, 1980 Box Facial -10 Hour Day Schedule
2. July 10, 1989 Scheduling Overtime -Paper Machine
3. August 2, 1989 Call Time Memo
4. August 15, 1989 Leave of Absence Approval
5. July 16, 1992 Notification Guidelines
6. October 27, 1993 Shift Mechanic Vacancy Coverage
7. March 23, 1995 4 Consecutive Nights
8. July 31, 1995 Personal Floating Holiday-Carry Over
9. March 29, 1996 Floating Holiday Schedule
10. April 10, 1996 Labor Pool and Utility Relief Assignments
11. April 25, 1996 Special Floating Holidays-Hourly Increments
12. July 17, 1997 Call Time -Holiday/Off Day
13. August 19, 1998 Accrued Vacation -Retirement
14. January 4, 2002 Number 5 Paper Machine
15. November 20, 2002 Safety Shoe Inserts
16. March 14, 2006 Compressed Work Week Shift Start/Stop Times
17. September 10, 2007 Crane Operators

BOX FACIAL TEN HOUR / FOUR DAY SCHEDULING

The parties to the Wauna Mill Labor Agreement agree to modify the application of the Labor Agreement as specified below for the term of the Labor Agreement effective April 1, 1980.

When production schedules permit, employees working in the Box Facial Section of the Converting Department only will normally be scheduled to work ten (10) hours per day and four (4) days per week. When such schedule is actually in use, the contract provisions which have been modified as shown on the attached six pages shall be applied. (Pages available upon request.

No other contract provisions are to be influenced by this ten hour/four day scheduling.

Signed this _____ day of _____ 1980.

UPIU Local #1097

United Paperworkers'
International Union

Crown Zellerbach
Wauna Mill

Michael E. Bruce

Earl E. Fine

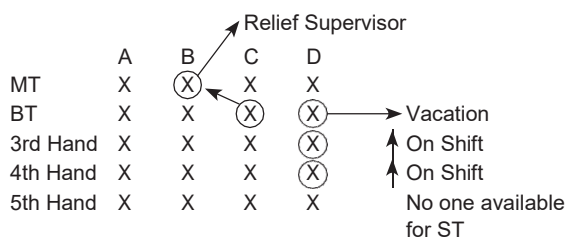
A.M. Munday

JULY 10, 1989
SCHEDULING OVERTIME - PAPER MACHINES

There has been some recent confusion around the scheduling of overtime. The confusion is created when there are vacancies in the progression ladder caused by vacations, special assignments, supervisor relief and disability, and there is a need to work overtime. The question then is which job classification is the overtime to be assigned. I believe the following will clear up the issue. The Union is in agreement with this interpretation.

In preparing a given weekly schedule; senior moves are to be made first; then if overtime is required, it is worked in the job classification where the vacancy occurred after the senior moves. Senior moves are for any vacancy other than vacation or holiday.

For example, after making a senior move, a shift could not be filled by move up on shift, the overtime would be assigned to the job classification where the vacancy occurred:



Overtime is required for D shift since there is no one available as a 5th hand on straight time. In this case, OT would be assigned at the BT job classification, not the MT.

AUGUST 2, 1989
CALL TIME MEMO

There have been two grievances filed concerning whether an employee should be paid a call time for being called at home by the company. The labor agreement does not provide the payment of a call time penalty to an employee for being called at home. However, under certain conditions, supervisors, at their discretion, have paid a call time guidelines: (1) the phone call resolved a major operating problem, (2) the call resulted in saving the company time and money when compared to waiting for the employee to make the trip to the mill, and (3) that a trip to the mill by the employee was avoided.

The company does not wish to discourage the practice of supervision paying a call time penalty at their discretion, given the above guidelines. This, however, should only be paid when there has been a significant benefit to the company that could not reasonably be expected from people already at the mill.

These guidelines are consistent with past practice and will be the criteria for paying employees who are called at home.

AUGUST 15, 1989
LEAVE OF ABSENCE APPROVAL

When granting a leave of absence, please consider the request according to the following guidelines:

1. Leave of absences will not be granted for the purpose of earning additional income.
2. All vacations and floating holidays must be taken prior to granting the leave, with the exception of family emergencies.
3. Leave of absence requests are considered on a case by case basis, depending upon the reason and the availability of coverage.
4. Leaves will normally be granted only for emergencies or special circumstances at the employee's request.

These guidelines were mutually developed by the company and the Union Standing Committee.

JULY 16, 1992
NOTIFICATION GUIDELINES

Original schedules are to be posted on Wednesday; revised schedules are to be posted by 5:00 p.m. Friday. It is the employee's responsibility to check the schedule when they are in the Mill. If the employee is on their days off when the revised schedule is posted, they will be notified of any changes affecting them. If changes are made after the revised schedule is posted on Friday, a reasonable effort will be made to notify the affected employees whether or not they are in the Mill.

These guidelines are hereby adopted by the Joint Standing Committee. They will be communicated with department heads and schedulers - if there are any major concerns or problems with the guidelines as stated, the departments should notify the Human Resources Department immediately. These concerns will be brought to the Joint committee at the August meeting.

(Note: The Converting representative on the Committee did mention that they are looking at trying to post their original schedule on Monday, and the revised schedule on Wednesday.)

OCTOBER 27, 1993
SHIFT MECHANIC VACANCY COVERAGE

Where a mechanic is absent for less than an entire four shift rotation (i.e. 3. days or less), and that absence is not a vacation absence, then, when there is no additional cost to the Employer other than the 15¢ per hour premium for a shift mechanic, mechanics will be called to cover the shift in the following order:

1. Shift mechanics on days off from the area;
2. Trained shift relief from the area;
3. Any shift mechanic on days off.

It is understood that this Memorandum of Understanding resolves Grievances 93-04, 93-26, and 93-33.

MARCH 23, 1995
4 CONSECUTIVE NIGHTS

This agreement is an addition to the Compressed Work Week language, paragraph 23. This addition applies only to employees blue slipped to the Labor Pool or working in a blue slip relief position (retained in the department for the purposes of filling vacations and floater vacancies). Reminder: there is a distinction between a Utility and a Utility Relief; this language would apply to the Utility Relief, not the Utility. For all other employees, the language referring to an 8 week cycle as it exists in the compressed work week language-applies.

Interests that had to be met by this addition:

- Provide the necessary work force to meet business needs at the lowest cost.
- That employees would not be working night shifts all the time.
- Provide stable work for employees.
- A process that is easily administered/managed keep it simple.
- Disruptive to the least number of people.
- Ensures that whatever language is developed fits with other language already in the contract.

The understanding of the intent behind the word "consecutive" is that it was to keep employees from having

to work strictly graveyard shifts week to week, or, if they were scheduled that way, that they were compensated for that. Consecutive, in this intent, means night shifts occurring within one 7 day calendar week, not separated by a day shift of work (but possibly separated by day(s) off).

1. For Labor Pool and blue slip relief: employees, drop the reference in the language to the 8 week time period and just look at how night shifts fall between two (2) consecutive weeks. The penalty is that the last night of the consecutive week of consecutive night shifts will be paid as the employee's day off.

Example A:

Week 1	Week 2	Week 3
M T W Th F S S	M T W Th F S S	M T W Th F S S
n n n n	n n n n	d n n n

Four consecutive nights in week 1 followed by 4 consecutive nights in week 2. The Saturday night in week 2 would be a penalty pay night. There would be no penalty pay for week 3, as there are not 4 night shifts and the day shift on Wednesday breaks up the night shifts.

2. Night shifts that fall on Saturday, Sunday, Monday and Tuesday would not be 4 consecutive, since they fall in two different weeks. (Monday starts the new week.) Another example:

Example B:

Week 1	Week 2	Week 3
M T W Th F S S	M T W Th F S S	M T W Th F S S
n n n n	n n n n	n n n n

This example B illustrates the four consecutive nights have not been worked because they fall in different weeks.

3. If a progression ladder is changed by management, the Standing Committee will review the changes to see if the language would need to be modified or to clarify how the language would apply to the new ladder configuration.
4. It is understood that the time and a half is paid on the 4th night NOT because it's overtime, but because it is a penalty for scheduling the employee consecutive night shifts. However, if it is required to cover the job by using overtime, it will first be offered to the person in the classification where the vacancy occurs. This is consistent with how other overtime vacancies are filled.

JULY 31, 1995

PERSONAL FLOATING HOLIDAY - CARRY OVER

An employee may request, in writing, during the contract year, to defer to the next contract year, one personal Special Floating Holiday earned but not taken.

The approved request to carry over a personal Special Floating Holiday may be canceled by the employee.

The parties agree that this Memorandum of Agreement will be in effect for the first year of this agreement beginning April 1, 1996. This Memorandum of Agreement may be renewed or modified by mutual agreement, and may be terminated, after the first year, at the written request by either party upon 30 day's notice.

It is agreed that the intent of this agreement is to allow one (1) Special Personal Floating Holiday to be carried over from the 1995 year to 1996.

*2/4/1999 - Employees will now be permitted to carry over a maximum of two (2) floating holidays.

MARCH 29, 1996
FLOATING HOLIDAY SCHEDULE

In an effort to enable pre-scheduling of floating holidays in a equitable manner, the following are guidelines that the Union and Management Scheduling Committees have recommended:

1. All contractual requirements with respect to minimum notice, etc as provided in Section 14 of the Labor Agreement remain unchanged.
2. Employees may use their mill seniority to sign-up (between March 1 and March 31) for floating holidays in each successive contract year.
3. After March 31st, all floating holiday requests will be considered on a first come, first served basis.

It is understood that the granting of any individual floating holiday is predicated on the company's ability to cover the floater with a qualified replacement. It is also understood that with the implementation of these guidelines, the initial sign-up deadline will be extended until April 5, 1996.

The above guidelines will be on a trial basis. Either the Union or the Company may cancel these guidelines upon 30 day written notice.

APRIL 10, 1996

LABOR POOL AND UTILITY RELIEF ASSIGNMENTS

Purpose: In the interest of providing for the best opportunity for people in the Relief Utility capacity and for those assigned to the Labor Pool to have full work weeks, the Company and Union have developed the following understanding; If an employee is assigned to work at least three (3) shifts which coincide with the same days as the scheduled days of a lettered shift, that employee may be assigned to a fourth day in that work week, without penalty pay, if that lettered crew would have worked a fourth day.

Scheduling Examples: Shaded days indicate days worked.

Example 1

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Days	A	A	B	B	C	C	D	May be assigned to "B" crew on Sat. without penalties because "A" crew would have worked four (4) days in this work week.
Nights	D	D	A	A	B	B	C	

Example 2

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Days	A	A	B	B	C	C	D	May be assigned to "B" crew on Fri & Sat without penalties because in this instance the person was not assigned to a lettered crew.
Nights	D	D	A	A	B	B	C	

Example 3

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Days	A	A	B	B	C	C	D	May be assigned to "C" crew on Fri without penalties if assigned day by day. If in the prior week this person is scheduled to work all of "D" crew's schedule and then assigned to "C" shift on Fri, the work on Fri would be a penalty day i.e. treated as work on a day off.
Nights	D	D	A	A	B	B	C	

The above understanding will be effective immediately and will be monitored during the next 3 to 6 months to determine if it is working well or if modifications are needed.

APRIL 25, 1996
SPECIAL PERSONAL FLOATING HOLIDAYS -
HOURLY INCREMENTS

GUIDELINES FOR ADMINISTRATION The following Memorandum of Agreement as incorporated into the Final Settlement of the 1995-Contract was developed to enable employees the opportunity to use floating holiday hours as a way of maintaining compensation when formerly they would not be paid for granted time off.

Memorandum of Agreement: *SPECIAL PERSONAL FLOATING HOLIDAYS IN LIEU OF GRANTED TIME OFF*

Employees may request to take hours earned as Floating Holidays in one hour increments, including multiples of one hour, subject to the following:

- The maximum number of the floating hours so requested must be less than that of the employee's scheduled work day.
- The employee's request may be approved or denied at the discretion of the Supervisor.
- The Company may cancel an approved request without the payment of penalties to the employee, due to the cancellation.

It is agreed that the intent of this agreement is to afford employees the opportunity to use floating holidays as a way to maintain compensation during periods that are uncompensated granted time off.

The parties agree that this Memorandum of Agreement will be in effect/or the first year of this agreement. This Memorandum of Agreement may be renewed or modified by

mutual agreement, and may be terminated, after the first year, at the written request of either party upon 30 day's notice.

While the above memorandum in large measure speaks for itself, following are some recommended guidelines to consider when administering requests covered by this memorandum:

1. Even though requests should be made as soon as practical, the thirteen (13) day advance notice provisions contained in Section 14 - Holidays, G (2),d, do not apply to requests made under this memorandum. Moreover, merely making a request ii) advance does not guarantee that the request will be granted.
2. The expectation is that supervisors should use the same judgment to grant floating holidays in hourly increments as they would use to grant time off without pay. If granting the request places the productivity of the operation at risk, the request should not be granted.
3. The employee arranges coverage for himself. subject to the supervisors approval.. The incoming mate who volunteers. and agrees lo cover the Special Personal Floating Holiday does not receive Call Time Penalty Pay, will be paid at the Blue Slipped Rate for the time spent covering for his mate and will be eligible for a Meal Ticket as per the Labor Agreement. ·
4. Special Personal Floating Holidays will not be scheduled on the department's weekly schedule.
5. Applies to "Discretionary" time off and is not intended for emergency leave requests.

JULY 17, 1997
CALLTIME - HOLIDAY / OFF DAY

The Company and the Union have reached an understanding after "trialing" the following formula for the payment of Call Time to employees working on the compressed schedule, and who work on their scheduled day off, (unless covered by exceptions listed in Section 18), on one of the formerly restricted holidays referred to in Section 18, B (1).

1. Independence Day
2. Labor Day
3. Christmas Eve
4. Christmas Day

Call Time for working the formerly restricted periods on a day off will be paid as follows:

Day Shift: 8 hours or less	4hr C.T.
Day Shift: Full shift (more than 8 hours)	6hr C.T.
Night Shift: 8 hours or less	4hr C.T. - 4hr C.T.
Night Shift: Full shift (more than 8 hours)	6hr C.T. - 4hr C.T.

EXAMPLES

Scheduled or called in for Day Shift:

1. 0.5 hour to 8 hours 4hr C.T.
2. 8.5 hours to full shift 6hr C.T.

Scheduled or called in for Day Shift:

1. 0.5 hour to 8 hours 4hr C.T. - 4hr C.T.
2. 8.5 hours to full shift 6hr C.T. - 4hr C.T.

AUGUST 19, 1998
ACCRUED VACATION - RETIREMENT

Re: Taking Accrued Vacation Leading Into Retirement

Vacation is accrued each year between June 1st and the following May 31st on the basis of hours worked during that "vacation accrual year." So, if a person works at least 1000 hours (excluding the 1st year of employment in which case 1500 hours is required), they become eligible of start taking vacation as determined by years of service commencing June 1st.

Normally, employees who retire take their earned and banked vacation either in a lump sum or they "vacation-out" (take all their earned and banked vacation, as vacation) leading up to their date of retirement. The vacation being accrued during the current vacation year however, can not be taken as vacation until the June 1st immediately after the accrual period ends (May 31st). If an employee terminates or retires prior to June 1st, their accrued vacation can only be paid as a lump sum.

However, as an exception to Section 27, 0, and in an effort to enable retiring employees to take their "accrued vacation" as vacation, they will now have the option, in addition to a lump sum payment, to take "accrued vacation" as vacation provided they have fulfilled all of their eligibility requirements i.e. 1000 hours of work credited during the accrual period (June 1st through May 31st). All of the "accrued vacation" must be taken in conjunction with their earned and banked vacation and all weeks must be consecutive.

This special provision is for retiring employees only and is not available for active or other employees who terminate their employment prior to June 1st.

JANUARY 4, 2002
NUMBER 5 PAPER MACHINE

When an employee, whether a roll handling utility or a laborer, is trained and qualified to perform at least two out of three machine assistant (operating pool) job functions, on the #5 Paper Machine, and is assigned as one of the three person crew on that machine, the employee will be paid at the machine assistant rate.

The employer is not obligated to train a laborer in additional functions of the machine assistant, except that if a laborer has not been previously qualified in at least two out of the three machine assistant functions, once that laborer has been assigned as part of the three person machine assistant crew for 450 total hours, then that laborer will be trained in other #5 machine assistant tasks, as long as that laborer continues to be assigned as a machine assistant. There is no obligation by the employer to work a laborer 450 hours.

Hours worked by laborers, as a machine assistant, prior to the date of this agreement will not count toward the 450-hour threshold, except as mutually agreed by the parties.

This settlement will be in full resolution to Grievance #01-18.

NOVEMBER 20, 2002
SAFETY SHOE INSERTS

The Company and Union hereby agree to modify Section 24-Safety, paragraph 5 of the Labor Agreement as follows:
“...up to \$\$\$ toward the cost of safety shoes *and/or shoe inserts* in the calendar years...”

MARCH 14, 2006
COMPRESSED WORK WEEK SHIFT START / STOP TIMES

The purpose of this Agreement is to outline the understanding between the parties regarding the change in the compressed work week shift times.

The Company recognizes that "courtesy reliefs" are important to the compressed workers at the Wauna Mill and therefore, we will change our current work week shift times for the compressed workers identified below. In addition, punching in/out must be done as soon as is reasonable before and after the designated start/stop times listed below for shift relief in the area in which an employee is working.

This agreement expressly replaces our current shift time language outlined in the Supplemental Agreement Section of our collective bargaining agreement.

The following shift times for compressed workers are as follows:

Department	Shift	Shift
Converting	6:30 AM - 6:30 PM	6:30 AM - 6:30 PM
Paper Mill / Stock Prep Pulp Slab / Process Testing	6:00 AM - 6:00 PM	6:00 AM - 6:00 PM
Pulp / Utilities	6:00 AM - 6:00 PM	6:00 AM - 6:00 PM
Shipping / Unitizing	6:30 AM - 6:30 PM	6:30 AM - 6:30 PM
Wood Processing (Chip Test / Screen Room -----)	6:00 AM - 6:00 PM	6:00 AM - 6:00 PM
Shift Maintenance	6:30 AM - 6:30 PM	6:30 AM - 6:30 PM

SEPTEMBER 10, 2007
CRANE OPERATORS

The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, and Georgia Pacific, hereby agree to the implementation of Crane Operators in the A2 Mechanics Package at the Wauna mill site per the following conditions.

The present Crane Operators, B. Schroeder, J. Kangas, and J. Castle will be admitted to the A2 package per the following conditions.

- The rate of pay would be \$29.07 per the labor agreement for a journeyman mechanic at step one (one skill).
- They would obtain a second trade per exhibit A2 section I "In the event a Journey level mechanic is hired with skills in only one trade, the Wauna Mill Mechanic's committee shall have in place a training program that will allow new hire Journeyman to become proficient in an additional trade (as listed in the Wauna Mill Exhibit A-2 Mechanic's Section B), thereby making them eligible for Flexible Maintenance Compensation."
- It will be agreed in the Joint Mechanics committee the skills and time necessary to make these three individuals proficient as a millwright.

R. Massey and D. Peterson will have "grandfather rights" to the A2 package as Crane Operators when a Crane Operator position becomes vacant.

- Upon exercising their grandfather rights and entering the A2 package they will be compensated per the contract as a journeyman mechanic at step one (one skill).
- They will be required to complete the apprentice program training for the skill of Millwright per exhibit A2 section H of the labor agreement.”
- Their secondary trade will be crane operator. They will be required to be certified crane operators in compliance with Oregon State regulations.
- High skill level in rigging will be required and up to the acceptance of the joint Mechanics Committee.
- The secondary trade compensation would not be valid until they have reached journeyman level millwright and obtained their crane operator certification.

B.Schroeder, J. Kangas, and J. Castle will be placed into the N2 maintenance seniority list by their MSG seniority at the bottom of the A2 package on the day they are admitted.

These three crane operator positions will not be part of the agreed number of 190 journeyman mechanics per the mediation settlement of June 07. They will be counted as Maintenance Apprentices until they reach Journeyman status. The company will hire 5 additional maintenance apprentices per the mediation settlement of June 07. Upon reaching Journeyman status they will be part of the Journeyman headcount.

Reducing the headcount of the Equipment Operators crew due to moving B. Schroeder, J. Kangas, and J. Castle to the A2 package will not require the company to replace them with additional Equipment Operator employees.

When B. Schroeder, J. Kangas and J. Castle are admitted to the A2 package they will no longer be primary operators of the Excavator or Backhoe for production type work.

Excavator and Backhoe operations as part of a maintenance work order such as digging up a sewer line for inspection or repairs, digging a hole for a telephone pole or post, repairing holes in roadways, etc. may be performed by a maintenance employee. An Equipment Operator employee may be assigned at mill supervision's discretion if maintenance employees are unavailable, or assigned to another task that makes execution of the work more efficient if performed by an Equipment Operator crew member.

Excavator and Backhoe operations as part of a production task will be performed by Equipment Operator employees, such as moving sludge, hog fuel, fiber supply, and gravel, brush removal, rock mining for road surfacing, landfill capping, cleaning sumps, ditches, and U-drains, etc.

Telehandler operation will be performed by any mill employee with the required skills and training at mill supervision's discretion.