

**USW Proposals for Amendments to
2003-2009 C.O.N.I.F.E.R. Agreement**

1. UNION SECURITY

All Employees shall, at the time of hiring and as a condition of hiring or continued employment, become a member of the Union, and maintain membership therein.

2. UNION SECURITY

1. The Company shall fly the USW Union Flag at all USW certified operations
2. The Company shall mark all products with "United Steelworkers -Union Made"

3. WAGES

We propose to have the rates of all hourly rated Employees substantially increased.

4. WAGES

We propose all existing ticket premiums are to be increased by 50 cents per hour.

5. WAGES

We propose the following tickets will receive a premium of 50 cents per hour

- Log Scaler
- Weigh master

6. WAGES

Shift Differential

The recognized Day Shift, which may vary in individual operations, shall be considered the First Shift. Hours worked outside the recognized Day Shift will be regarded as the Second and Third Shifts. Premium rates of 3% of base rate shall be paid for the Second Shift and 5% of base rate shall be paid for the Third. Shift A Day Shift Employee working in excess of his regular shift will be paid rate and one-half without the differential. Any Employee on the Second and Third Shift working in excess of his regular shift, shall receive rate and one-half. For the purpose of the last sentence, rates shall be rate plus the applicable percentage. Persons employed other than on regular shifts shall be paid the applicable percentage premium for all hours worked outside the recognized Day Shift. To qualify for the applicable percentage premium under the preceding sentence, the Employee must work in excess of one (1) hour outside of the Regular Day or Second Shift, provided that, where this results in an overlapping of shifts, the Employees shall be paid the applicable percentage for all time worked on the overlapping shift.

7. **HOURS OF WORK AND OVERTIME**

Three Shift Operations

All tradesmen having to work graveyard shifts will be required to work a maximum duration of seven hours and will receive 8 hours of pay. All applicable breaks to an eight hour shift will apply.

8. **HOURS OF WORK AND OVERTIME**

Casual Work

(add)All hours worked on Sunday by Casuals will be paid at a minimum, rate and one -half for any work, unless provisions of the Collective Agreement qualify the employee for a higher rate, in which case the higher rate will apply.

9. **HOURS OF WORK AND OVERTIME**

Hot Meals

Where Employees are required to work two (2) hours or more overtime beyond their normal shift, the Company shall provide a hot meal, such hot meal to be consumed by the Employee on Company time before beginning the overtime work.

10. **SENIORITY**

Seniority Retention

As a result of the unprecedented economic meltdown, during the term of this collective agreement, all employees shall retain their seniority. (incert)

11. **SENIORITY**

Supervisor's Return to Bargaining Unit

In any case where an Employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit, provided however, that the reinstatement takes place within 6 calendar months of the Supervisor leaving the Bargaining unit. Any supervisor reinstated to the Bargaining Unit after 6 months does so with no Seniority retention. Supervisory workers reinstated in the bargaining unit within 6 month must return to the job held at the time of their promotion to a supervisory position.

12. **LEAVE OF ABSENCE**

Union Business

The Company will grant leave of absence to Employees for any Union Business applied for by the Union in order that they may carry out their duties on behalf of the Union. The Payment of overtime shall not be a deterrent from granting Union Leave

13. **LEAVE OF ABSENCE**

Pregnancy and Parental Leave

- (a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- (b) A female employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under section 2(a).
- (c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- (d) Employees shall be entitled to unpaid parental leave of up to thirty-seven (37) weeks.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under section 2(d).
- (f) An employee's combined entitlement to leave under section 2(a) and section 2 (d) is limited to 52 weeks, plus any additional leave the employee is entitled to under section 2(b) or section 2(e).

14. **LEAVE OF ABSENCE**

Family Responsibility and Compassionate Care Leave

Family Leave:

An employee is entitled to up to 5 days of unpaid Family Leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

Compassionate Care Leave:

- (a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the employee as a member of the employee's family.
- (b) An employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:
 - (i) the date the certificate is issued, or
 - (ii) if the leave began before the date the certificate is issued, the date the leave began.
- (c) The employee must give the employer a copy of the certificate as soon as practicable.
- (d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.
- (e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
 - (i) the family member dies;
 - (ii) the expiration of 26 weeks or other prescribed period from the date the leave began.
- (f) A leave taken under this subsection must be taken in units of one or more weeks.
- (g) If an employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

15. **HEALTH AND SAFETY**

Section 1: Common Concern and Responsibility

The Company and the Union acknowledge their common concern and responsibility for maintaining a safe and healthy working environment to prevent industrial injury and illness. In order to affect a thoroughly understood and accepted Safety and Health Program for employees at work, it is agreed that joint and cooperative methods shall be encouraged.

The Company shall continue to make provisions for the health, safety and working environment of the employees. All employees, Plant or Camp Chairs, Co-Chair of the OHSC, appropriate Safety Representatives and /or Crew Safety Representative and representatives of the Union shall have the right to discuss matters dealing with health, safety and environmental conditions. Matters brought forward will be investigated promptly. To this end, Joint Occupational Health and Safety Committees will be established.

Section 2: Joint Health & Safety Committee

- (a) The Joint Occupational Health & Safety Committee (OHSC) shall be comprised of
 - (i) Where there are twenty (20) or more employees, at least four (4) members,
 - (ii) Where there are fewer than twenty (20) employees, at least two (2) Union and two (2) Company representatives.
 - (iii) The Joint Committee must consist of worker representatives and employer representatives who have knowledge of the area they represent, and at least half shall be worker representatives, who shall be selected by the Union. There shall be two (2) Co-Chairs, one (1) a Union representative and the other a Company representative.
- (b) All serious incidents, dangerous occurrences and near miss incidents shall be investigated by persons knowledgeable in the type of work involved and the Co-Chair of the Plant or Camp OHSC or their designates.
- (c) The Company and Union agree to fully cooperate with the OHSC and the Company will provide reasonable facility to carry out inspections and investigations, and will provide access to all reports, plans and records pertinent to the work of the OHSC.
- (d) The occupational health and safety program must be designed to prevent injuries and occupational diseases, and without limiting the generality of the foregoing, the program must include:
 - (i) a statement of the employer's aims and the responsibilities of the employer, supervisors and workers, including contractors and sub-contractors;

- (ii) for the regular inspection of premises, equipment, work methods and work practices, at appropriate intervals, to ensure that prompt action is undertaken to correct any hazardous conditions found;
 - (iii) appropriate written instructions, available for reference by all workers;
 - (iv) provision for holding periodic Union-Management meetings for the purpose of reviewing health and safety activities and incident trends, and for the determination of necessary courses of action;
 - (v) provision for Safety Suggestion forms approved by the OHSC's and utilized so that employee suggestions can be documented and dealt with promptly by the first line supervisor. Suggestions will also be forwarded to the OHSC;
 - (vi) provision for holding periodic OHSC meetings at least monthly;
 - (vii) provision for prompt investigation of incidents to determine the action necessary to prevent their recurrence;
 - (viii) the maintenance of records and statistics, including reports of inspections and incident investigations, with provision for making this information available to the joint committee and included in the OHSC minutes;
 - (ix) provision by the employer for the training and supervision of workers in the safe performance of their work.
- (e) The Co-Chairs of the Joint Occupational Health & Safety Committee or their designates shall accompany a WorkSafe BC inspector during workplace visits.
 - (f) The selection of the Worker Safety Representatives will be solely vested to the Union and its Members. The Union will inform the Company in writing as to who their representatives are as soon as any changes occur.
 - (g) The Company will give the OHSC the time required to fulfil its mandate under the Collective Agreement and the Worker's Compensation Act and Regulation. This will include but is not limited to time for investigations, inspections, tours, preparing for OHSC meetings, follow up with Workers concerns, bi-weekly OHSC meetings, etc.

Section 3: Terms of Reference

The OHSC will develop a working set of rules which govern how they function on an ongoing basis. This Terms of Reference (TOR) will be reviewed annually and will contain, but is not limited to the following;

- (a) Roles and Responsibilities of Management, Supervisors, and Workers
- (b) Roles and Responsibilities of the Joint Occupational Health and Safety Committee

- (c) The scheduling of future meetings
- (d) A procedure for investigating incidents and near misses and this will include what is required for an investigation kit

Section 4: Pay for Meetings

- (a) The Company will pay straight-time rates, not exceeding two (2) hours per week, to employee members for the actual time spent in attending OHSC meetings outside of working hours.
- (b) The rate to be paid to employee members shall be the employee's regular straight-time job rate.
- (c) Where OHSC meetings are held during working hours, with the consent of the Company, the employees' time will not be deducted for attending such meetings or investigations into accidents.
- (d) The Union Safety Chairperson and Union Safety Vice Chairperson shall also be entitled to one shift per work week paid at their regular hourly rate of pay, to conduct Safety related work.

Section 5: Inspections

- (a) The JOHSC shall designate one member selected from the Union and one member from the Company, from each department/area, to form a Departmental Joint Safety Inspection Team.
- (b) The Inspection Team shall conduct safety inspections once monthly, or sooner if required, at a mutually agreeable time within the Company's operations
- (c) The Department Joint Safety Inspection Team shall report their findings to the JOHSC and appropriate department head immediately following the inspection. The JOHSC shall meet as soon as possible after the Inspection to discuss its findings.

Section 6: Clerical

- (a) The Company will provide minutes of all JOHSC meetings within one (1) week following the meeting(s).
- (b) The Company will provide the OHSC once a month with a daily and monthly summary of injuries for review and discussion by the committee.
- (c) The Company will also provide the Local Union with summaries and copies of all crew safety meetings and JOHSC minutes

Section 7: Minutes

The Company will provide and post minutes of all Joint Occupational Health & Safety Committee meetings within five (5) working days following such meetings, exclusive of Saturdays, Sundays, and recognized holidays. The minutes will be jointly signed by the Co-Chairs of the OHSC or their designates and if there are any disputes they shall be recorded in the minutes. The Joint OHSC minutes will be submitted to the Manager and Local Union.

Section 8: Serious Incidents, Dangerous Occurrences and Near Misses

- (a) The Union Co-Chairperson or his designate and a member of the Occupational Health & Safety Committee, shall be notified promptly in order that he may be accompanied to the site of a serious incident or near miss required to be reported to WorkSafe BC.
- (b) The incident scene shall not be disturbed, except for the purpose of saving life or relieving human suffering, until the employee members referred to in (a) have had the opportunity to inspect and investigate the site, and WorkSafe BC officer authorizes such disturbance.
- (c) In such cases a representative of the Union shall have access for investigations which shall be arranged expeditiously if requested, and Company officials shall accompany the Union official.

Section 9: Fatalities

- (a) In addition to section 6 if a workplace fatality occurs, the Company shall notify the President of the Local Union in order that he may designate two (2) employees, who shall, within sixteen (16) hours of such fatality, be accompanied on an inspection of the accident site and, at the same time, be provided with all available pertinent information concerning the fatality. Employees of the company so designated shall not lose regular pay for participation in this process.
- (b) Any one or all employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

Section 10: Right to Refuse Unsafe Work

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if he has reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person.

- (a) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

- (b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (c) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
 - (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if in his or her opinion the report is not valid, must so inform the employee who made the report.
- (d) If the procedure under subsection (3) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the employee who made the report and in the presence of
 - (i) an employee member of the joint committee, or
 - (ii) another employee who is selected by the Union.
- (e) If the investigation under subsection (4) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the employee must immediately notify an officer of WorkSafe BC, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (f) A worker who refused unsafe work shall not be subject to discriminatory action as defined by the Workers Compensation Act because the worker has refused work they believe to be unsafe.

Section 11: Injury at Work

When an employee is injured at work and the examining physician recommends that the employee not return to work he shall be paid at his hourly rate of pay for the remainder of the day on which he was injured. When the examining physician states that the injured employee is not able to return to work on the same day, the employee shall be paid his hourly rate of pay for the total time lost as a result of the injury on the day of the accident. The Company shall provide transportation required for employees injured at work, to their final destination, whether it be a hospital or home.

Section 12: WHMIS

The Company will continue with its Workplace Hazardous Materials Information System (WHMIS) Training Program to ensure that all employees are kept up-to date with material identification and use.

Section 13: Contractors & Sub-Contractors

- (a) The Company shall inform all contractors and sub-contractors of relevant Safety Rules and Procedures and shall ensure such Regulations and Safety Rules are enforced.
- (b) The Company further agrees that procedures are in place for the transportation of all injured workers.

Section 14: WorkSafe

- (a) Should the Company request a meeting with an employee to discuss their claim with the Workers Compensation Board, the worker shall be entitled to a Union representative of their choice.
- (b) Employees will be given a copy of the First Aid Report at the time it is completed by the First Aid Attendant.
- (c) Employees are not obligated to allow the Company to communicate with their Medical Practitioners.
- (d) The Co-Chairs of the Joint Occupational Health & Safety Committee or their designate shall accompany a WorkSafe BC inspector during workplace visits.

Section 15: Safety & Health Research Program

The USW-Forest Industry Safety and Health Research Program will be maintained.

- (a) The Plan will be jointly trusted.
 - (b) The Plan is to be funded on the basis of an Industry contribution of one half cent (1/2) per hour per employee per hour worked.

16. UNION ACCESS

Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement and to communicate with Union Members. This includes the right to distribute written material

17. COMMITTEE BUSINESS

Union Chairperson, Union Vice Chairperson and Union Plant Secretary shall be permitted to leave their regular duties for a reasonable length of time during their regular working hours for the purpose of conducting Union business without loss of time or pay, up to eight (8) hours per week.

18. SAFETY COMMITTEE MEMBERS

The Union Safety Chairperson and Union Safety Vice Chairperson shall also be entitled to one shift per work week paid at their regular hourly rate of pay, to conduct Safety related work.

19. WORKING FOREMAN

If it is found that an employee(s) outside the bargaining unit has worked outside of these provisions, a bargaining unit Employee will be paid rate and one half for the time the employees outside the bargaining spends on the bargaining unit job.

20. SEVERANCE PAY

- (a) Employees terminated by the Employer because of permanent closure or Permanent Partial Plant closure of a Manufacturing Plant shall be entitled to severance pay equal to ten days' pay (a day is defined as 8 hours straight time pay) for each year of continuous service and thereafter for partial years in increments of completed months of service with the Company.
- (b) Where a Plant is relocated and the Employees involved are not required to relocate their place of residence and are not terminated by the Employer as a result of the Plant relocation, they shall not be entitled to severance pay under this Article.
- (c) Permanent Partial Plant Closure shall be defined as a reduction of any part of the operation including reduction of any particular shift in the operation which has not operated for 24 months.
- (d) In the event of a Permanent Partial Plant Closure the employees who were employees of record at the commencement of the closure, and had 2 years continues service with the company as of that date are entitled to severance pay. Severance pay is calculated on the basis of the employees seniority at the date of the lay off, not the Permanent Partial Closure

- (e) Severance pay for Permanent Partial Closure shall be paid as Permanent Closure severance laid out in section 1 of this article.
- (f) The Company agrees that Employees affected by a permanent closure or a planned partial closure of operations shall be given sixty (60) days notice of closure

21. DISCIPLINARY ACTION

In the event a problem arises which may result in a written warning, suspension or discharge, the employee involved, supervisor and steward of the employees choice will together hold a fact finding meeting to clarify the issues.

22. MEDICAL NOTES

Any Medical notes, letters or Completed forms required by the employer shall be paid for by the employer

23. JUSTICE AND DIGNITY

In the event the Company imposes a suspension or discharge and the Union Files a grievance within five (5) days after notice of the suspension or discharge, the affected Employee shall remain on the job to which his /her seniority entitles him / her until there is a final determination on the merits of the case.

24. ANTI HARASSMENT

The Company and Union agree that there shall be no discrimination against any employee because of a person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, Union membership or activity, or because of a criminal or summary conviction that is unrelated to the employment or intended employment of that person.

The Company shall ensure that all employees are assured of a work environment that is free of all forms of discrimination including personal and sexual harassment and furthermore, will provide Anti Harassment training (USW course) for all of its employees

25. **HEALTH AND WELFARE**

Insurance Coverage

The following coverage will be instituted on an Industry-wide basis:

Group Life Insurance for each qualified Employee, Employees Spouse and Employees dependent Children:

Employee

Effective July 1, 2009 - \$250,000

Employee spouse July 1, 2009-\$50,000

Employees Dependent children July 1, 2009-\$15,000

Accidental Death and Dismemberment Insurance for each qualified Employee - Effective July 1, 2009 - \$250,000

The WI rate will be increased to \$700 per week

Increase in the lifetime benefits payable to \$120,000 per family member.

26. **HEALTH AND WELFARE**

Insurance Coverage

Layoff coverage will be for the duration of the Employee's seniority retention to a maximum of two (2) YEARS.

27. **HEALTH AND WELFARE**

Retiree Benefits

The employer will maintain all benefits for retired members

28. **LONG TERM DISABILITY**

Effective July 1, 2009, contributions from the Industry to the LTD plan be increased by Forty cents (40¢) per hour per Employee hour worked so that contributions will total a dollar twenty (\$1.20) per hour per Employee per hour worked, of which the Industry will contribute eighty cents (80¢) per hour and the Employee will contribute forty cents (40¢) per hour.

29. **APPRENTICESHIP TRAINING PROGRAM**

Every trade have at least 1 apprentice from the plant indentured at all times and in trades that have larger numbers of trade's people, the minimum ratio will be 4 journeymen to one apprentice.

30. APPRENTICESHIP TRAINING PROGRAM

All expenses relating to apprenticeship training will be paid by the company

31. TECHNOLOGICAL CHANGE

Severance Pay

This section shall apply to any employees displaced off their job either directly or indirectly due to the application of seniority brought on by mechanization, technological change, or automation. This shall continue through the whole process until an employee accepts severance or no one elects to sever their employment

32. SAFETY EQUIPMENT

Section 1

When any articles of clothing or equipment are required to be used by the WorkSafe BC or by the Company, the Company will supply and replace such articles at no cost to the employee.

Section 2

The Employer shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filer-Grinders and Tradesmen.

Section 3

Where a company has been supplying safety equipment and clothing at no cost to the employee on the effective date of this agreement it will continue to do so at no cost to the employee

33. SAWMILL JOB EVALUATION PLAN

The Parties to this Agreement mutually agree to implement one job evaluation program for the sawmilling sector in accordance with the principles and procedures set out in a manual dated December 1971, hereinafter referred to as the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Manual as amended effective April 1st, 1995, and as amended in accordance with the Agreement on Factor Re-Weighting found in the Memorandum of Agreement dated July 1, 2009. The application and administration of the Program shall be in accordance with the provisions of Supplement No. 6 to this Agreement.

Agreement on Factor Re-Weighting Dated July 1, 2009

The Industry Evaluation Committee shall re-weight certain job evaluation factors under the factor groupings Effort and Responsibilities in order to better reflect the workers ability to exercise control of the production process in such a way as to obtain superior results and/or enhance productivity by taking advantage of opportunities to improve the part of the process which is under the worker's control. The Industry Evaluation Committee will re-weight the existing job factors Manual Skill, Physical Effort, Product Recovery, and Production Flow with higher values in an effort to better reflect the technological change in production methods that have resulted in the higher lumber manufacturing speeds of production lines and subsequent increases in lumber manufacturing productivity.

34. CONTRACTORS AND SUB-CONTRACTORS

If contractors and sub-contractors are permitted as per the above sections then these contractors and sub-contractors must be certified to the United Steelworkers

35. EMPLOYEE/FAMILY ASSISTANCE PROGRAM

The Company will provide and fully fund an EFAP of the Local Unions Choice

That an Addictions support fund be established to assist employees

36. HUMANITY FUND

Section 1

The Company agrees to deduct on a bi-weekly basis the amount of \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked.

The Company will contribute an amount equal to the employee's total deductions for the same time periods into the USW Humanity Fund.

Section 2

Prior to the 15th day of the month following said deduction, the Company shall pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will advise in writing both the humanity Fund at aforementioned address and the Local Union that such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

Section 3

It is understood and agreed that participation by an employee in the Humanity Fund program of deductions set forth above may be discontinued by any employee after the receipt by the Company and the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay during the four weeks following ratification of this Agreement.

37. NEUTRALITY IN ORGANIZING CAMPAIGNS

1. The Employer agrees that, where the United Steelworkers are seeking to organize at another worksite of the Employer, subsidiary or related-company, the Employer will not oppose the Union's organizing campaign.
2. Where the Union has signed-up to membership in the Union a majority of the Employer's employees at a worksite not represented by the Union, the Union may request an arbitrator under the Collective Bargaining Agreement to perform a "card-check" to determine whether the Union has 50% plus one support of the workers, as follows:
 - a. The Union will set-out and the Employer will stipulate to the description of an appropriate bargaining unit.
 - b. The Employer will provide to the arbitrator appropriate records to review and verify the cards.
 - c. The Union will provide the cards for inspection by the arbitrator, and
 - d. The arbitrator will certify the results of the count.
3. Where the Union demonstrates majority support as certified by the arbitrator, the Employer agrees to recognize the Union as the bargaining agent and commence collective bargaining in good faith with the Union.
4. If a tentative agreement is not reached within six (6) months of negotiations, the parties agree to submit all unresolved issues to interest arbitration.
5. The parties agree that any new operations will be voluntarily recognized as represented by the United Steelworkers. Where the work being performed is substantially similar to that covered by this Collective Agreement, it shall apply.
6. Any alleged violations of this agreement, including any disputes such as conduct during an organizing campaign, definition of the appropriate unit, etc., will be resolved by a decision of the arbitrator on an expedited basis rendered not later than twenty-one (21) days after the party's demand for arbitration. The designated arbitrator shall have complete authority to remedy any violations of this agreement, including the authority to certify the results of a cardcheck and order the Employer to immediately recognize and bargain with the Union.

38. MEMBER SERVICE IMPROVEMENT FUND

In order to promote a harmonious relationship between the company and the union and to assist in improving safety at the site, the Company will pay to the Union a payment equal to eighty (80) hours per week at the highest hourly wage grade rate for the purposes of dealing with Union business pertaining to the internal administration of this Agreement. In this regard the Company will grant leaves of absence as requested by the Union, in accordance with the provisions of this collective agreement.

39. DURATION OF AGREEMENT

Effective Dates

The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of July, 2009 to midnight the 30th day of June, 2011 and thereafter from year to year unless written notice of contrary intention is given by either Party within four (4) months immediately preceding the date of expiry. The Notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 1st day of July, 2011. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either Party.

40. Non Evaluated Categories

We propose a substantial, additional Trades adjustment

41. Non Evaluated Categories

We propose a rate be established for 5th Class Power Engineers

42. CHARGE HANDS

(a) A Charge hand must hold a regular full time job, and must do their regular job duties not less than 90% of the time

(b) Charge hand positions shall be filled by seniority

(c) Charge hands must at all times have a supervisor on shift, to relay instructions in regards to job direction

(d) Any Charge hand who does not meet the above conditions shall have their seniority frozen for all time spent as a charge hand

43. MEDICAL TRAVEL ALLOWANCE

The parties agree to extend the existing Extended Health Benefits Plan to incorporate a medical travel allowance for necessary medical travel from remote areas when members or their dependents are referred by their attending physician to medical specialists in B.C. and such referrals require travel from the patient's community of employment in excess of 300 km on a round trip basis.. THE MAXIMUM ALLOWANCE PAYABLE ON BEHALF OF ANY MEMBER OR DEPENDENT SHALL BE \$1200.00 PER CALENDAR YEAR FOR EVERY YEAR OF THIS AGREEMENT

44. EDUCATION TRUST FUND (THE FUND)

We propose that employer contributions to the educational trust fund be increased.

45. PLYWOOD JOB EVALUATION

The Plywood Job Evaluation Program shall be conducted in accordance with the provisions of Supplement No. 7 which is attached hereto and forms part of this Agreement, and as amended in accordance with the Agreement on Factor Re-Weighting found in the Memorandum of Agreement dated July 1, 2009.

Agreement on Factor Re-Weighting Dated July 1, 2009

The Industry Evaluation Committee shall re-weight certain job evaluation factors under the factor groupings Knowledge & Skill and Effort in order to better reflect the workers ability to exercise control of the production process in such a way as to obtain superior results and/or enhance productivity by taking advantage of opportunities to improve the part of the process which is under the worker's control. The Industry Evaluation Committee will re-weight the existing job factors Judgment & Initiative, Manual Dexterity, Physical Demand, and Mental & Visual Demand with higher values in an effort to better reflect the technological change in production methods that have resulted in the higher panel and/or veneer production speeds and subsequent increases in panel manufacturing productivity.