



Supplement: _____ **No. 9** _____

Tab No.: _____ **S9** _____

Subject: LETTER OF UNDERSTANDING "NEW & EVOLVING WORK"

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Text:

SUPPLEMENT NO. 9

LETTER OF UNDERSTANDING

New and Evolving Work

Preamble

CONIFER and IWA-CANADA agree to a process which seeks to balance the economic concerns of the member companies with the needs of their employees to have access to New and Evolving Work within the Northern Interior Forest Industry.

This process is intended to deal with:

- i) employment for regular company employees who are displaced by reduction in Annual Allowable Cuts or other land use decisions.
- ii) additional opportunities for bargaining unit employment in new work that may be created in the forest industry.
- iii) replacement bargaining unit employment in new or evolved work which may develop in future

Process:

1. This letter establishes a process for the Company and the Local Union to discuss opportunities for having company employees perform new and evolving work within the forest industry in:
 - Value Added
 - Remanufacturing
 - Opportunities created through B.C. Forest Renewal funding.
2. Companies and Local Unions are committed to working together towards making new work opportunities available to company employees. It is understood to accomplish these goals the parties must achieve:
 - efficiency and cost effectiveness on a fair and reasonable basis
 - quality objectiveness
 - safety objectives
3. The parties recognize that they cannot reasonable anticipate all circumstances and situations which may arise so cannot prescribe comprehensive solutions in advance.
4. The parties agree that early joint preparation is an important contributor to the successful implementation and administration of the New and Evolving Work Letter. To this end, the respective negotiating committees will be jointly available to clarify this agreement, and to assist parties on a case by case basis.
5. Issues must be resolved in a timely fashion.
6. This letter will expire on June 30, 2000, unless specifically renewed by both parties.



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Dispute Resolution Process:

In order to assist member companies and Local Unions in resolving disputes which may arise as a result of this Letter, CONIFER and IWA-Canada agree to:

- a) Establish a joint Dispute Resolution Committee comprised of three (3) representatives from management and three (3) representatives from the Union to fact find and assist the company and Local Union in reaching a solution.
- b) Management or the Local Union can request the assistance of the Dispute Resolution Committee.
- c) The Dispute Resolution Committee may utilize the services of facilitators, mediators, or whatever means in order to reach a final recommended resolution.

Agreed to on behalf:

IWA - CANADA

**COUNCIL ON NORTHERN INTERIOR
FOREST EMPLOYMENT RELATIONS**

Signed by:

Signed by:

H. Arcand
B. Symmes
F. Everitt

D. A. Gunderson
R. A. Rogers

Date: October 4, 1994

Date: October 4, 1994

Paragraph 6 amended by Memorandum of Agreement dated 7th August 1997.

NEW AND EVOLVING WORK
CLARIFICATION OF N.E.W. IMPLEMENTATION

The Parties agree to:

- (a) Activate the Task Force provided for in Supplement No. 9 by June 30, 1998.
- (b) In the event there are unresolved issues related to the implementation of the N.E.W. process the company or local union concerned will seek the assistance of the Dispute Resolution Committee in resolving the issues.
- (c) Appendix No. 9 contains the agreed-upon general principles and parameters concerning New and Evolving Work, including Dispute Resolution and Task Force.

By Memorandum of Agreement 7th August 1997.



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LETTER OF UNDERSTANDING

Task Force

CONIFER and IWA-Canada have agreed to a Task Force, comprised of three (3) representatives from management and three (3) representatives of the Union, with co-Chairmen from each party. The Task Force will examine the changes and trends in the forest industry.

The terms of reference for the Task Force will be as follows but may include other matters the parties wish to explore.

1. To examine the change(s) taking place within the Industry and the impact on Union/Management relations.
2. To identify any procedure, policy, agreement, work schedules, method, working environment, people utilization, and company practice which contributes to efficient, safe production performance while expanding the current workforce.
3. To identify what changes are appropriate to improve the overall Industry's ability to harvest and manufacture the timber in a safe, economical manner.
4. To identify opportunities for employees to learn new skills and to train company employees to operate the equipment and perform the other jobs associated with the evolving jobs within the B.C. Forest Industry.
5. The Task Force will submit reports with recommendations to the Union and Management Negotiating Committee on a regular basis with measures that will address the changes needed within the Forest Industry.
6. This Letter will expire on June 30, 2000, unless specifically renewed by both parties.

Agreed to on behalf:

IWA - CANADA

**COUNCIL ON NORTHERN INTERIOR
FOREST EMPLOYMENT RELATIONS**

Signed by:

H. Arcand
B. Symmes
F. Everitt

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D. A. Gunderson
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Guidelines:

The initial Letter of Understanding, "New and Evolving Work" was a product of 1994 negotiations, and outlined a process to resolve ongoing difficult situations, which may have arisen over the term of the 1994 - 1997 Collective Agreement.

This letter was rejuvenated in 1997 negotiations and expired on June 30, 2000. The intent was to activate the N.E.W. task force by June 30, 1998. This has not taken place. The Letter of Understanding regarding "Task Force" also expires June 30, 2000, unless renewed by both parties. This has not formerly occurred.

Contact CONIFER in the event of any initiative from the union to rely on or apply aspects of Supplement No. 9.

Given this substance is obsolete, it will be added to the list to be given consideration for a proposal for removal in the next round of negotiations in 2023.