



Article: XIV

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Text:

ARTICLE XIV – RIGHT OF REFERENCE

Section 1:

If the two Parties fail to agree upon an interpretation of the Agreement, either Party shall have the right to refer the matter to the Joint Industry Committee, hereinafter provided, and if either party does make such reference, the other Party must accept the reference.

Section 2:

The Joint Industry Committee shall consist of three (3) representatives selected by the USW. Negotiating Committee and three (3) representatives selected by the Employers represented in the negotiations of this Agreement, and the two (2) committees may be represented by one (1) or more Parties selected by them.

Section 3:

When an interpretation of the Agreement has been referred to the Joint Committee, this reference shall be for the period of forty-eight (48) hours or longer by mutual consent of the Parties to this Agreement. In case the Joint Committee agrees upon a recommendation or interpretation, this shall be furnished in writing to the Union involved and to the Employer.

Section 4:

In the event the Joint Committee members disagree, all the facts in the case as found by the Union and Union members of the Joint Committee shall be placed in writing by the Union representatives and submitted to the Employer and to the Union Members involved. The facts in the case as found by the Employer and the employer members of the Joint Committee shall be placed in writing and given to the Union member employees for their information.

Section 5:

If a satisfactory interpretation of the point in question is not reached, either Party may refer the question to arbitration as hereinafter provided.

Guidelines:

ARTICLE XIV - RIGHT OF REFERENCE

Section1:

This Article allows for an avenue for the parties to resolve differences that derive from their respective interpretation of the Collective Agreement. A joint industry committee, comprised of representatives of CONIFER and USW Local 1-2017, are



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obligated to address a question if referred by either party. This process is quite unique to the forest industry and allows for referral of issues directly to those who negotiated the relevant Collective Agreement language to provide clarification. If a member company wishes to refer a matter under this section, they should clearly articulate the specifics of the issues in writing and forward it to CONIFER along with a copy of the complete grievance file with all relevant pieces of information.

Section 2:

The USW is usually represented by the two Local Union officers and the USW District (Wood Council) representative. Employer representation consists of the Executive Director of CONIFER and members of the Negotiating Committee who are particularly knowledgeable regarding the issue(s) to be discussed. If desired, either party may select an additional individual to represent them.

Section 3:

Although this section calls for a referral period of 48 hours, it does not have much practical significance. Typically, Right of Reference discussions are scheduled at a time convenient to all parties after the party initiating the reference notifies the other party, in writing, of what the question(s) will be. This allows the parties adequate time to review the issues and schedule accordingly.

If the Joint Right of Reference Committee agrees on an interpretation of the question, it is put in writing and forwarded to the Union Local and the Employer. The outcome is binding on both parties.

Section 4:

This section is self-explanatory. In the event of disagreement regarding a question submitted to the Right of Reference Committee, both parties record the facts in writing and forward a copy to both the Employer and relevant Union members.



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Section 5:

Failure to agree to a resolve regarding a question submitted to Right of Reference can lead to the matter being subjected to formal interpretation, under Article XV Section 1. **If, after failure to agree to a resolve regarding a question submitted to Right of Reference, the Employer receives notice from the Union stating their intent to proceed to arbitration (under Article XV Section 2), please notify the staff at CONIFER immediately.**

There have been several interpretations over the years within CONIFER and they are individually referenced in the corresponding relevant sections of this manual.