

SOURCE	Co.		
EFF.	94	04	16
TERM.	95	04	15
No. OF EMPLOYEES	274		
NOMBRE D'EMPLOYÉS	274		

UNITED FISHERMEN AND ALLIED WORKERS' UNION

TENDERMAN'S AGREEMENT

1994

(NOT INCLUDING PILCHARD & HERRING TENDERMEN)

This Agreement is entered into between the undersigned companies severally as the Party of the First Part, hereinafter referred to as "**The Company**" and the United Fishermen and Allied Workers' Union, the Party of the Second Part, hereinafter referred to as the "**Union**" and shall set out hereunder the wage rates and working conditions of Tendermen who are employed by the Company on fish packers, cannery tenders or on barges or scows used for packing, tending and collecting fish and for subsidiary work customarily done by such vessels, such wages and working conditions to cover the year-round operations of the said Vessels. This Agreement does not include pilchard and/or herring Tenderman.

ARTICLE 1 - UNION RECOGNITION

- 1.01 The Companies agrees to recognize, the Union as the collective bargaining representative for all tendermen who are employed on tender vessels or on barges or scows engaged in collecting, packing and transportation of fish and subsidiary work customarily performed by such vessels, for who the Union is certified and all tendermen of those Companies for whom the Union is not certified and in respect of whom a collective agreement between those individual Companies signatory to this Agreement and the Union is in force.

ARTICLE 2 - UNION MEMBERSHIP

- 2.01 Membership in the Union shall be on a voluntary basis.
- 2.02 Any employee who is not a member of the Union may be admitted into the Union on application and payment to the Union of such initiation fee as is provided by the Constitution of the Union.
- 2.03 Any employee shall have the right of withdrawing from the Union during the thirty day period, April 30 to May 30 in any year, providing notification of intention to withdraw is given to the Union in writing during this period.

ARTICLE 3 - UNION DUES

- 3.01 All employees classified in this Agreement shall, as a condition of employment sign an authorization to have deducted from their pay in each bi-weekly pay period on

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the payroll, an amount equal to the "per day worked" dues of the Union or the membership dues of the Native Brotherhood as the case may be, in accordance with Section 3.02. Such membership dues shall not include initiation fees or special assessments of any description. If any person seeking employment under the terms of this Agreement refuses to accept this condition of employment then such person shall not be hired.

- 3.02 The amount of the monies deducted under Section 3.01 shall be remitted to Union Headquarters by the end of the month following each quarter of the year, with the exception that in the case of any Native employees who have signed authorization to pay dues to the Native Brotherhood such deductions shall be remitted to Headquarters of the Native Brotherhood of B.C.
- 3.03 The Company remittance to the Headquarters of each organization shall be accompanied with two (2) copies of the full list showing names of all employees for whom deductions have been made whether to the Union or Brotherhood and the individual amount of the deductions.
- 3.04 Any employee may, by written individual authorization to the Company, have the initiation fee and up to a maximum of one year's arrears of Union dues deducted by the Company and forwarded to the Union. Assessments or fees of any description (other than initiation fees) will not be deducted by the Company, whether such are included on a dues voucher or submitted separately.
- 3.05 The employer may rely upon a certificate signed by the President or Secretary-Treasurer of the organization concerned as to the amount of membership dues, according to the Constitution of such organization.
- 3.06 A Native employee who assigns dues to the Union shall not revoke that assignment except by notification in writing to the Union within the 30 day period April 30th to May 30th in any year.

#### ARTICLE 4 - CREW COMPLEMENTS

- 4.01 The number of crew members to be employed on vessels covered by this Agreement shall be as hereinafter provided. Any dispute that should arise pertaining to the number of crew members employed on a vessel shall be referred to the Union and the Company concerned for final settlement.
- 4.02 The minimum number of crew members regularly carried on vessels covered by this Agreement shall be as follows:

Under 25 gross tons		2 men
25 gross tons to 39.9 gross tons		3 men
40 gross tons to 99.9 gross tons		4 men
100 gross tons to 149.9 gross tons		5 men
150 gross tons to 199.9 gross tons		6 men
200 gross tons to 250.0 gross tons		7 men

- 4.03 a) Vessels engaged on a regular run exceeding 150 miles on a direct route - point to point - shall carry a minimum crew of four (4) men.
- b) Vessels under 25 gross tons engaged on a regular run exceeding 100 miles on a direct route - point to point - shall carry a minimum crew of three (3) men.
- c) Vessels 25 gross tons and over engaged on a regular run exceeding 150 miles on a direct route - point to point - to the West Coast and/or Queen Charlotte Islands, tending troll and/or halibut camps shall carry a minimum crew of five (5) men. On regular troll and/or halibut camp runs other than the Coast and Queen Charlotte Islands, any additional crew complement required beyond the minimum schedule set out in Section 4.02 shall be determined in accordance with Section 4.04 below. On troll camp runs where six or more men have been provided in past years, there shall be no reduction of crew complement during the terms of this Agreement. This shall not apply during periods when in past years, less than six men were employed on a particular run.
- d) Trips arising out of unexpected or emergency conditions shall not be considered a regular run under sub-section (a), (b), or (c) of this Section provided, however, three (3) trips in a season - not all consecutive - shall be the maximum number of trips permitted to meet such emergency conditions.

4.04 The crew complements set out in Section 4.02 above are the minimum requirements for vessels within the gross tonnage ranges described. Special provision, however, is hereby made that in the event of conditions arising when it is considered additional crew personnel is required to ensure adequately proper safety, the efficient performance of the work involved, and the operation of the vessel, the Captain, at the request of the crew, or of the boat delegate representing the crew, will ask for additional personnel. The Company concerned shall act upon such request without delay. If the crew concerned is dissatisfied with the decision, they shall refer the matter to the Union to be handled as a grievance under Article 19 of this Agreement.

While at ports or places where additional crew members are not readily available, the Company or its representative shall be given every opportunity to fulfil the request, but if it is impossible at the time to obtain the additional personnel, under no circumstances shall action be taken by the crew that will incur a loss of production or fish to the Company. When a vessel is changed to other work, or another run not requiring a crew complement beyond that set out in Section 4.02, it shall not be considered a breach of this Agreement for the Company, should it so desire, to revert automatically to the minimum crew complement.

- 4.05 Vessels classified in this Agreement which are used for the towing of scows as a regular condition of employment shall in no case have a crew complement of less than four (4) members.
- 4.06 Vessels of 40 gross tons and over having no pilot house control shall, in addition to the minimum crew complements listed under Section 4.02, carry one (1) extra crew member who shall be a 2nd Engineer. This condition shall not apply on any vessel where the crew complement includes two (2) engineers.
- 4.07 Notwithstanding anything contained in this Article 4 to the contrary, the crew complement of any vessel 200 gross tons and over equipped with refrigerated sea water tanks and only two unloading stations, may be reduced by one, provided the reduction does not impair proper safety and efficient performance of the work involved. Provided, however, should the Captain or the crew oppose such reduction they shall refer the matter to the Union to be handled as a grievance under Article 19 of this Agreement.
- 4.08 Vessels under 25 gross tons being ferried to and from up coast plants shall carry a minimum crew of two (2) men and vessels 25 gross tons and over shall carry a minimum crew of (3) men. Whenever the ferrying vessel is required to tow another vessel or vessels, then the minimum crew complement as set out above shall be increased by one (1) man for each vessel being towed.

Should it be necessary to ferry Class "C" vessels requiring licensed personnel on deck or in the engine room, nothing in the foregoing shall limit the crew complement in such a fashion as to endanger the crew or the ship. With the exception of crew complements, all other conditions of this Agreement shall apply.

If tendermen are employed in ferrying of vessels other than those covered under this Agreement, the same conditions as set out above shall apply.

- 4.09 One man shall be employed on chilled sea water barges to, among other things, maintain the pumping equipment and be responsible for the maintenance of minimum temperatures during the loading and transportation of salmon. This man shall be paid at the same rate as that contained in the Agreement for Class "C" Engineers.
- 4.10 It shall not be a violation of this Agreement for any employee to refuse to be left alone and unattended aboard any barge operated by the company away from port.
- 4.11 Where vessels sail shorthanded in violation of the contract, any wages owing by the Company for the missing crew member shall not be distributed amongst the remaining crew, but shall be remitted to the Secretary-Treasurer of the Union to be forwarded to the Bill Rigby Memorial Housing Society.

It is understood that the preceding paragraph does not apply to short term emergency situations of up to seven (7) days, where a crewman has failed to show up at the appointed sailing time, or where a charter vessel has just converted from a fishing type operation, to packing prior to returning to port, or where there are no available personnel to replace missing crew. In each such emergency situation the Union shall be notified immediately, and will attempt to provide replacement or additional crew.

#### ARTICLE 5 - HIRING CREWS

- 5.01 The Company hires the Captain and Engineer on all packer boats. If, for any reason, a Captain or Engineer is not re-employed the following season, the Company will, on request, meet with representatives of the Union and state the reasons for not re-employing said Captain or Engineer. The Company representative and the Captain shall mutually agree upon the hiring of the balance of the crew. In the hiring of the balance of the crew, the principle of seniority shall be applied wherever practical providing said crew members are ready, available and qualified.
- 5.02 Union members including Captains and Engineers (where possible) shall be given preferential consideration where ability and experience for the particular job are equal. Before hiring non-Union men who have not previously been employed by the Company concerned as tendermen, the Company representative or the Captain shall contact the Union to ascertain whether or not competent Union members satisfactory to the Company and

the Captain are available within the time required. To facilitate application of this condition the Union shall from time to time submit to the Company a list of unemployed Union members with details of their experience.

- 5.03 To facilitate application of the intent of Section 5.02, the Company agree to submit to the Union, a tentative crew list of all their packers by February 15 and June 15 of each year along with the anticipated order of dispatch.
- 5.04 If a vessel is laid up for repairs or lack of work during the Agreement year, the Captain will be notified if the crew will be required at a later date.
- 5.05 The Captain and Company, by mutual consent, may discharge crew members for cause, and crew members are at liberty to leave the employ of the Company.
- 5.06 When necessary, the Company may engage vessels on a commission basis provided that in no instance shall a regular tender or collector be replaced by a "Commission" vessel.

Crew complements and total earnings of crew members on such vessels shall not be less than if the crew was employed under the terms of the Tenderman's Agreement.

#### ARTICLE 6 - SENIORITY

- 6.01 The Company shall draw up one list of tendermen employed for a period longer than three months during the previous season. This list shall show the original date of hiring of each tenderman and his job classification. Employees with the longest service with the Company shall head the list with the others following in their proper order according to length of service. New employees shall be added to the list on completion of three consecutive months of employment. If a man is re-employed for a second consecutive season, he shall be placed on the Seniority List regardless of his length of service the previous year. If for any reason a tenderman leaves the employ of the Company, his name shall be removed from the List.
- 6.02 Lists shall be revised not later than February 1st of each year and copies of the list shall be available in the Company Head Office to tendermen employed by that Company. The Company shall forward a copy of such List to the Headquarters of the Union.
- 6.03 The Seniority List shall clearly show the classifications under which each tenderman worked in

the five years immediately preceding the compilation of the List. This shall not have the effect of excluding consideration of other classifications prior to the five years.

6.04 A tenderman shall not lose seniority because of inability to accept employment on account of sickness or when forced for any good reason, acceptable to the Company, to obtain leave of absence. When leave of absence is granted for reasons other than sickness, the Union shall be advised of the reasons upon request.

6.05 If a tenderman chooses to accept other employment when he could be working as a tenderman he shall not receive a leave of absence.

However, when a Company cannot employ a tenderman during a particular season and the tenderman accepts alternative employment, his seniority rights shall be regained upon being re-employed as a tenderman.

6.06 Leave of absence shall be given any Union tendermen who are elected or appointed as full time Union Representatives. Upon expiration of one year's leave of absence, the employee must apply for renewal or his seniority rights will be cancelled.

6.07 Employment of tendermen at the commencement of operations shall be on the basis of preference to those employees who have the greatest length of service and who have the necessary ability and experience for the particular job.

6.08 The principle of seniority shall be applied throughout the salmon fishing season. If a vessel is tied up for the season, crewmen on such vessel shall replace those crewmen on other vessels with lesser seniority, if those crew members being transferred are ready, available and qualified. Short-term lay-ups of four days or less during the season shall not involve transfer of personnel. The above four day flexibility period shall not be employed to dispatch a vessel from its home port with crew members with less seniority.

6.09 The Company shall arrange for the transfer of tendermen from one vessel to another during the season in order to carry out the intent of Section 6.08. The Company shall be responsible for flying or shipping personnel to or from out-lying areas to effect the transfer.

6.10 Crews of vessels used in collecting operations shall not be covered under the terms of Article 6, except that in the employment of the Captain and crew at the start

of the season seniority shall be applied wherever practicable and where ability and experience are equal.

#### ARTICLE 7 - SEVERANCE PAY

7.01 Severance pay shall be paid to any tenderman employee who is compelled to retire because of ill health or attainment of retirement age. Similarly, severance pay shall be paid to any tenderman employee whose employment is terminated through corporate merger, consolidations, dissolution or bankruptcy. Tendermen employed by companies that do not have a compulsory retirement age must take their severance pay upon attaining the Canada Pension retirement age. This does not affect the seniority status of any Tendermen.

For the purpose of this Tendermen's Agreement, Article 7.01 Canada pension Age shall be from 60 to 70 years old.

- a) Employees with seven (7) years or more of consecutive service with a company shall be entitled to 1.25 days' pay for each year of service with the Company.
- b) The Company seniority list will be used as the service standard in calculating pay.
- c) Severance pay, under this Article, can only be exercised once.

7.02 In the event that a Tenderman who has earned severance pay with the company dies prior to the retirement age set forth under Article 7.01 of this agreement, his/her severance pay entitlement shall be paid to his/her designated beneficiary.

#### ARTICLE 9 - WORKING CONDITIONS

8.01 A First Aid Medicine Chest shall be furnished on each vessel in accordance with the requirements of the Workers' Compensation Board. Adequate replacement supplies shall be maintained at all fishing stations and the boat delegate elected by the crew shall be responsible for the upkeep of the vessel's First Aid Chest.

8.02 All vessels classified in this Agreement shall be equipped with life-saving equipment and supplies in accordance with the Department of Transport Steamship Inspection Regulations, such equipment to include lamps, flares, food and water containers, oil compass, First Aid Kit, suitable liferafts, lifebelts and sufficient number of survival suits for all members of the crew and any other necessary provisions. The boat



delegate shall assume full responsibility for this equipment until such time as the vessel is tied up at the end of the season.

- 8.03 When tendermen are discharged or laid off at any port other than the port of hiring, the Company shall supply transportation to such men to the hiring port. If any crew member through personal negligence fails to appear when the vessel is due to sail and is left behind, the Company may deduct the cost of transportation to hiring port from monies owing to such crew member when final settlement is made.
- 8.04 The Captain of the vessel shall use his discretion to decide load limits and to judge tides or other relevant factors when travelling. Should extraordinary conditions arise which result in a difference of opinion between the Captain and the Company Representative as to whether or not the vessel should proceed as instructed, the Captain's decision shall be final.
- 8.05 The Company agrees to supply all tendermen with sufficient blankets, sheets, pillows, and pillow cases. Tendermen who receive bedding must sign a voucher covering receipt of all bedding; this bedding to be returned in good order upon termination of employment as a salmon tenderman. Any bedding which is lost or destroyed or not returned shall be charged to the tenderman at cost. Clean linen will be supplied weekly upon receipt of soiled linen.
- 8.06 The Company agree to pay a daily allowance of sixty-five cents (\$0.65) to all Tendermen for the purchase of rubber boots and rain gear.
- a) The cost of gloves for all Tendermen employees is to be the cost of the Company.
  - b) The Company agrees to supply one pair of hip waders to each vessel equipped with a fish pump.
- 8.07 Unloading of packers and collectors shall be at the discretion of Management. The company will endeavour to give prior unloading rights to gillnet collectors under circumstances where a gillnet collector is required to run back to the fishing grounds on the same day as it is unloaded.
- 8.08 Where two or more tendermen are left alone and unattended aboard barges used for receiving, collecting, and/or transporting fish, and where overnight accommodation is provided aboard the barge, such barges shall be equipped with radio equipment,

life-saving equipment, and first aid equipment, as specified in Article 8.02.

ARTICLE 9 - HOURS OF WORK

- 9.01 The Parties to this Agreement subscribe to the principle that there should be a limitation of the number of hours worked per day and the number of days worked per week. Both parties recognize however, the practical difficulty of establishing such limitation and control on the vessels covered by this Agreement. agree that a system of shore leave as established hereunder or as altered hereafter shall be in effect to compensate employees for the absence of daily and weekly control of working hours, except as is provided by Article 11.17 of this Agreement.
- 9.02 Each vessel shall have a designated "Home Port" and all time off shall be given in "Home Port." All days away from Home Port are days worked.
- 9.03 No period of time off less than 24 hours shall be recognized. A minimum of six hours notice must be given in the usual manner preceding each period of time off and all periods of time off shall be considered to be on a midnight to midnight basis.
- 9.04 Home Port shall be defined as the port from which the majority of the crew was engaged. The term "port" includes any point of debarkation in the area within easy access of the port. "Home Port" for Class A vessels shall be the port of hiring of the Captain.
- When, under emergency conditions, an individual crew member is dispatched by the Company to join a crew whose home port is different than his own home port, then such individual crew member shall receive his time off at his own home port. Dispatches made under emergency conditions shall be entered as such in the vessel's log.
- 9.05 Differences may arise over the definition of home port for some crews which cannot readily be resolved by reference to the foregoing. Therefore, a Committee shall be established consisting of two members of the Fish Processors' Bargaining Association of B.C. and two members of the Union whose duty will be to settle any differences. Based on their experience during the season, the Committee shall be empowered to bring in recommendations for amendments to this Agreement provided such amendments are not inconsistent with the general terms set out above.

ARTICLE 10 - CREW DUTIES

- 10.01 The crew shall operate the vessel in its charge and shall perform such other functions as are required by the type and nature of the work that the boat and crew are performing. These functions include, but are not restricted to, loading and unloading of ice, properly icing fish to ensure proper transit, tallying and weighing fish, **taking** or making delivery of fish from boats and from camps, handling iced boxed fish and drums, performing all necessary deck-work such as washing down, washing holds of vessels and pen-boards, keeping the boat in a clean and sanitary condition, loading and unloading supplies, freight, fish and livers. Tendermen shall not be required to dress fish. The Company undertakes to see that camp men give full cooperation to boat crews in loading vessels.
- 10.02 A shore crew will unload fish from the packers at all processing plants and unload the ice that remains in the hold after the fish is unloaded. The Captain shall be responsible to see that sufficient crew members remain on board to wash down and to move the boat if necessary. In the event of emergency conditions such as the necessity for a quick turn around, boat crews shall cooperate by unloading the ice.
- 10.03 Upon arrival in any port or at a Company plant or station, the Captain and crew shall not leave the vessel without the Captain first reporting to the Company Head Office dispatcher or the local manager to obtain instructions.
- 10.04 The Captain of a vessel must report in writing any accident to the ship and/or crew within twenty-four (24) hours of arrival in port or at the plant. This report is to be given to the plant manager under whom the vessel is working at the time of the accident.
- 10.05 **Log Books** - The Captains of vessels classified in this Agreement shall keep accurate, full time Pilot House Logs, giving full details **as** to departure time, running times, arrivals, etc., and all information which will enable the Company to record the monthly leave.
- 10.06 For the purpose of Supplementary Wage Rates as defined in Article 11, the Captain shall also maintain in his Pilot House Log, or by other means an accurate record of hours worked handling cargo or of tonnage, loaded and unloaded. The delegate shall have the right to check for all such 'entries to ensure accuracy. It is essential that this record be approved by the Manager or other responsible official of the Company at the

operation where such hours are worked, with the boat delegate present.

10.07 Engineers shall keep accurate Engine Room Logs setting out such information as **may** be required by the individual companies.

ARTICLE 11 - WAGES

11.01 The wage rates set out hereunder shall be the minimum scale for crew members employed on packers and tenders which are used by the Companies and manned by members of the Union.

11.02 Wages shall be paid on the basis of a calendar day. Any prior commitments to individuals for rates in excess of those shown below shall be honoured.

11.03 Tendermen shall be provided each bi-weekly or semi-monthly pay period with statements showing basic earnings together with such information as to supplementary earnings as is available from the most recent Log Book entries submitted by the Captain of the vessel concerned and as approved by the Company.

11.04 Vessels covered by this Agreement are divided into six groups and the tonnage referred to is gross tonnage.

	<u>Effective April 16, 1993</u>	<u>Effective January 1, 1995</u>
DAY		
CLASS A VESSELS -		
<u>UNDER 25 GROSS TONS</u>		
Captain/Engineer	\$ 217.92	\$ 218.94
Cook/Deckhand	192.22	192.92
CLASS B VESSELS -		
<u>25 TO 39.9 GROSS TONS</u>		
Captain	221.21	222.28
Engineer	212.42	213.38
Cook/Deckhand	199.36	200.15
CLASS C VESSELS -		
<u>40 TO 99.9 GROSS TONS</u>		
Captain	224.53	225.64
Engineer	215.60	216.60
Mate	205.97	206.85
Cook/Deckhand	202.35	203.18

CLASS D VESSELS -

100 to 149.99 GROSS TONS

Captain	\$ 227.90	\$ 229.06
Engineer	218.84	219.88
Mate/Second	209.07	209.99
Cook/Deckhand	205.39	206.26

CLASS E VESSELS -

150 TO 199.99 GROSS TONS

Captain	231.31	232.51
Engineer	222.12	223.20
Mate/Second	212.20	213.16
Cook/Deckhand	208.46	209.37

CLASS F VESSELS -

OVER 200 GROSS TONS

Captain	234.78	236.02
Engineer	225.45	226.57
Mate/Second	215.39	216.39
Cook/Deckhand	211.59	212.54

- 11.05 a) Where the Master, Mate or Engineer or any of the classified vessels is certified by the Department of Transport the following amount **for** such certificates shall be added to the wage rates **set** out in Article 11.04.

DAY

CAPTAIN	\$ 32.00
ENGINEER	25.00
MATE	25.00

- b) In addition to wages provided in this agreement, Tendermen holding a valid Workers' Compensation Board approved First Aid Certificate shall receive \$3.63 per day.

- 11.06 Board shall be to the account of the employees. At the end of each calendar year, employees shall be provided with a receipt covering any deductions made in this respect. In addition to the rates of pay set out above, effective January 1, 1995, for the life of this Agreement, employees shall be paid \$14.49 per man per day, for all days that the crew are away from Home Port and all days the crew are in Home Port except such time off **as** is granted, in Home Port. Where provisions are purchased north of Seymour Narrows or on the West Coast of Vancouver Island in Areas 23-27 excluding Port Alberni and where receipt of these purchases are submitted by the cook on the vessel, the employees will be reimbursed twenty percent (20%) of such expenses.

11.07 When settlement is made for wages due to any crew member under this Agreement, all time shall be on the basis of a full day and no half days. When the Companies or their agents desire to lay off a vessel after 10:00 p.m., the crew shall be paid for the following day when making settlement.

Supplementary Wage Rates

11.08 In addition to wages provided in this agreement, tendermen who are specifically engaged in tending troll camps and/or halibut camps shall receive six dollars and ninety cents (**\$6.90**) per day effective April 16, 1994.

11.09 Each member of the crew shall be paid for the total time loading and unloading groceries and/or general supplies, not including ice at the rate of eight dollars and twenty cents (\$8.20) per hour effective April 16, 1994.

11.10 Should any Company utilize their packing vessels or tenders in freighting, the crew members of such vessels shall receive eight dollars twenty' cents (\$8.20) per hour effective April 16, 1994, for all hours spent loading and discharging cargo.

Freighting shall be defined as the transporting of such materials as box shooks, cooler trays, cans, nets, large quantities of salt or other materials which are considered as general cannery or fishing station supplies.

In instances where packers bring fish to any Company plant and return with a load of general freight as defined above, or where packers are called upon to make one or two freight trips when fishing is slack, then such crew members are to receive eight dollars twenty cents (\$8.20) per hour for all hours spent loading and discharging cargo.

11.11 The unloading of fish at processing plants shall not be considered **as** part of the regular work of tendermen but should **a** packer or tender crew, while at a processing plant, be called upon to unload salmon, dressed or round, and/or halibut, the crew shall receive ten dollars and sixty-seven cents (**\$10.67**) per ton effective April 16, 1994, for unloading **such** cargo, the total amount to be divided equally amongst the crew.

11.12 a) When gillnetter collector crews are required to pitch fish at large packers, non-operating plants or camps, they shall be paid at the rate of ten dollars sixty-seven cents (**\$10.67**) effective April 16, 1994, for

every ton of fish pitched, divided equally amongst the crew engaged. This clause only applies when fish is pitched at the normal destination of the collector and not when transferring on the grounds in order to save the collector a run to its normal destination.

- b) Where any tender crew of a Class B (except regular Gillnet Collector) or Class C vessel is required to unload fish other than at a processing plant, all fish so unloaded shall be paid for at the rate of ten dollars sixty-seven cents (**\$10.67**) per ton effective April **16, 1994**, for unloading such cargo, the total amount to be divided equally amongst the crew engaged.
  - c) Where any tender crew is required to employ pumps to unload or transfer fish from a packer, brine barge or other fish buying station into a vessel other than their own, on any given calendar day and this work is performed in addition to the work of loading fish aboard their own vessel on that calendar day, the crew shall be paid three dollars sixty-four cents (**\$3.64**) per ton to be divided equally amongst that crew effective April **16, 1994**.
  - d) Where any tender crew is employed on a vessel equipped with cross conveying equipment and is required to cross convey, effective April **16, 1994**, the crew shall be paid \$5.00 per ton to be divided equally amongst that crew for all fish cross conveyed over and above the carrying capacity of their vessel.
- 11.13 Where a tender crew is required to unload ice, the crew shall receive nine dollars four cents (**\$9.04**) per ton effective April **16, 1994** for each ton of **ice** so unloaded.
- 11.14 When tendermen are required to load or pitch fish from brine barges used for conveying fish or as stationary fish buying stations on any given calendar day and this work is performed in addition to the work of loading the fish aboard their own vessel on that calendar day, each crew member shall be paid eight dollars twenty cents (\$8.20) per hour effective April **16, 1994**. for each hour so employed in addition to his/her regular rate of pay.
- 11.15 When tendermen are required to tow barges, camps, or scows, each crew member shall be paid a supplementary rate of fourteen dollars and thirty-nine cents (**\$14.39**) April **16, 1994** for each day so employed towing.

Vessels engaged solely in towing during the pre-season or post-season or during the season on any trip home port to home port, shall be paid the normal

classification rates. It is recognized that seasons vary from fishing area to fish area.

In the event that a difficulty arises as to the definition of pre-season and/or post-season towing, such difficulty shall be referred to the Union and the Company for final disposition.

- 11.16** a) In every calendar day each crew member of a packer or tender shall get at least six (6) hours of consecutive and unbroken rest. Not more than eighteen (18) hours nor less than six (6) hours shall elapse between such six (6) hour rest period.
- b) It is the intent of the Union and the Companies signatory to this Agreement to ensure that Article **11.16(a)** is carried out. However, in the event an emergency arises where the Captain and Dispatcher, if available, mutually agree that conditions require mandatory rest period to be broken then that crew member (or members) shall be paid a time and one half day, based on the average daily rates of all classifications for each 24 hour period that a proper rest period is not given.
- c) It is imperative that the log sheet shows the detail and the name or names of qualifying crew member or members and is signed by the Captain (and Dispatcher if available).
- d) Notwithstanding anything in previous Articles, under no circumstances shall a vessel be underway with a watch that has had less than six (6) hours of consecutive and unbroken rest.

#### ARTICLE 12 - VACATIONS

- 12.01** Except as hereinafter provided, all employees shall receive vacation pay as provided in the "Annual and General Holidays Act".

Gross earnings shall include all wages, payment for certificates, board allowances, supplementary earnings and statutory holidays received from the employer during the calendar year.

- 12.02** Employees shall receive vacation **pay** calculated on the following basis:
- a) Four (4) percent of all gross earnings up to the fourth anniversary date of consecutive years of employment.
- b) Six (6) percent of all gross earnings from the fourth anniversary date of consecutive years of employment and



with a minimum of fifteen (15) months of service with one Company.

- c) Eight (**8**) percent of all gross earnings from the ninth anniversary date of consecutive years of service.
- d) Ten (10) percent of all gross earnings from the sixteenth anniversary date of consecutive years of employment.
- e) Ten point four (10.4) percent of all gross earnings from the twenty-first anniversary date of consecutive years of employment.
- f) From the twenty-fourth anniversary date of consecutive years of employment and from every anniversary date of consecutive years of employment thereafter, an additional 0.4% shall be added to the rate of vacation pay payable to a maximum of 13.2%.
- g) Service shall include any and all wage employment with the Fish Processors' Bargaining Association Companies signatory to this Agreement and notwithstanding that the individual tendermen may have **been** laid off by an individual signatory company because of merger, absorption, or rationalization of the **tender fleet**. In other words, service time will be fully portable from company to company signatory to this Agreement. It is understood that such portability does not apply to seniority or any other Article of this Agreement.
- h) A form shall be provided for each crew member upon first recall in a new calendar year. The crew member will indicate payment preference. The crew member shall have until payroll cut-off to indicate their preference or they will automatically fall into category (1) below.
  - (1) That crew members shall have the option of receiving their vacation pay on each pay cheque calculated as the appropriate percentage of the earnings for the pay period for which the cheque is issued.
  - (2) Crew members who decline option (1) above shall have their vacation pay paid in the usual manner. Vacation pay may be drawn no more than twice in any year.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 If an employee works on one of the following Statutory Holidays and/or any other days that may be proclaimed British Columbia Statutory Holidays and/or Federal Statutory Holidays, during the terms of this Agreement, said employee shall receive an additional day's pay.

New Year's Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

- 13.02 a) To qualify for pay for a Statutory Holiday not worked, an employee must work the last day work is available within seven (7) days immediately prior to the statutory holiday, or must work the first day that work is available within seven (7) days immediately after the Statutory Holiday.
- b) A new employee who starts work in the first week after a statutory holiday is not eligible for that particular holiday if not worked.

ARTICLE 14 - M.S.P.

14.01 The contract currently held by the company signatory to this Agreement and the B.C. Medical Services Plan, to provide medical care to employees classified herein who qualify and who indicate their desire to be covered by the plan, shall remain in effect for the duration of this Agreement.

14.02 The Contract currently held by the company signatory to this Agreement and the Medical Services Association to provide Extended Health Benefits to employees classified herein who qualify and who indicate their desire to be covered by the plan, shall remain in effect for the duration of this Agreement.

14.03 Premium rates of the B.C. Medical Services Plan and the Extended Health Benefits Plan of M.S.A. may be adjusted at any time as may be required to reflect changes in the coverage of either plan, or changes in the experience of the group.

14.04 Eligibility: To qualify for coverage, an employee must have been on the payroll of a Company signatory to this Agreement for a minimum of five (5) calendar months during the two (2) year period immediately preceding his date of enrollment and state his intention of maintaining coverage under the B.C. Medical Service Plan and the Extended Health Benefits of M.S.A. for a full twelve month period after enrollment.

- 14.05      Application forms: To ensure enrolment in both Medical Services Plan and the Extended Health Benefits Plan, an employee must complete and sign the required application forms of both plans.
- 14.06      Payment of Premiums: Subject to the conditions set forth herein for prepaid premiums, the Company shall pay the initiation fee and 80% of the premium for each month the employee is on the payroll.
- 14.07      Prepaid Premiums: To assist employees who are temporarily laid off to maintain their coverage for a full twelve (12) month period after their date of enrollment, the Company shall make the following contributions:
- a) If an employee is laid off after four (4) months from his date of enrollment, or in subsequent years if the employee is laid off after four (4) months on the payroll in the twelve (12) month period immediately following the date of rehire, the Company will pay 80% of the next two monthly premiums. Thereafter, the full premiums must be paid in advance by the employee to maintain his coverage to the anticipated date of rehire.
  - b) If an employee is laid off after five (5) months from his date of enrollment, or in subsequent years if the employee is laid off after five (5) months on the payroll in the twelve (12) month period immediately following the date of rehire, the Company will pay 80% of the next three monthly premiums and 50% of the monthly premiums for the fourth to sixth months of layoff. Thereafter, the full premium must be paid in advance by the employee to maintain his coverage to the anticipated date of rehire.

#### ARTICLE 15 - DENTAL PLAN

- 15.01      The Company signatory hereto agree to have a Medical Services Association Dental Care Plan in effect by January 1, 1976 for employees classified herein who qualify in accordance with the requirements of the Plan and who indicate their desire to be covered by the Plan.
- 15.02      The Plan shall provide a maximum 80% of Plan A - Basic Services and 60% of Plan B - Prosthetic Appliances and Procedures. Employees, their spouses and registered dependents shall be eligible for services under the provisions of the Plan. Effective February 1, 1988, Part C will be added to the Plan. This will cover

dependant children to a lifetime maximum of **\$850.00** (50 percent reimbursement).

15.03 Premium rate may be adjusted at any time as may be required to reflect change in the experience of the group, and/or changes in dental service rates.

15.04 Eligibility: To qualify for coverage under the Dental Plan an employee must have accumulated:

- 1 year of 75 days' service, or
- 2 consecutive years of at least 55 days' service, or
- 3 consecutive years of at least 40 days' service.

15.05 Payment of Premiums: Subject to the conditions set forth herein, for prepaid premiums the Company agrees to pay **80%** of the premium for each month employee is on the payroll.

15.06 Prepaid Premiums: To assist employees who are temporarily laid off to maintain their coverage for a full twelve months after their date of enrollment, the Company shall make the following contributions:

15.06.1 If an employee is laid off after four (4) months from his date of enrollment or in subsequent years if the employee is laid off after four (4) months on the payroll in the twelve (12) month period immediately following the date of rehire, the Company will pay 80% of the next two monthly premiums. Thereafter, the full premiums must be paid in advance by the employee to maintain his coverage to the anticipated date of rehire.

15.06.2 If an employee is laid off after five (5) months from his date of enrollment, or in subsequent years if the employee is laid off after five (5) months on the payroll in the twelve (12) month period immediately following the date of rehire, the Company will pay 80% of the next three monthly premiums and 50% of the monthly premium for the fourth to sixth months of layoff. Thereafter, the full premiums must be paid in advance by the employee to maintain his coverage to the anticipated date of rehire.

#### ARTICLE 16 - BENEFIT FUND

16.01 The Company shall pay at the rate of fifteen dollars forty cents (\$15.40) per month per tenderman employed by the Company to the United Fishermen's Benefit Fund Trust Account. The payment due to the United Fishermen's Benefit Fund for each employee shall be the equivalent to the cost to the Company of fifteen dollars forty cents (\$15.40) per month added to the

wages of that employee. The daily rate shall be one dollar ten cents (\$1.10) (arrived at by dividing the monthly rate by 14).

16.02 The United Fishermen's Benefit Fund shall incorporate Group Life Insurance and Weekly Indemnity Provisions and such other benefits as may be approved and established by the Board of Trustees.

16.03 The Fund shall provide equal benefits while covered for all tendermen on whose behalf the Company pays a contribution to the Trust Account. It is intended to design the Fund so that individual tendermen shall be able to retain coverage providing they continue to pay their premiums into the Benefit Fund during the layoff.

#### ARTICLE 17 - PENSION PLANS

17.01 Employees enrolled in the Company Pension Plan may receive details from the Human Resources Department at their Head Office. The Company agrees to honour all commitments made to employees who remain on the Pension Plan as outlined in the 1989 - 1992 contract.

17.02 Employees enrolled in the Tendermen Pension Plan are covered under the attached Memorandum of agreement which is attached as Appendix A to this to this Agreement.

#### ARTICLE 18 - BEREAVEMENT

18.01 Should an immediate relative of a tenderman die and the tenderman requires time off to attend the funeral or to attend to funeral arrangements during the period of employment, he shall receive, upon request up to three (3) days' leave with pay. "Immediate relative" shall mean Mother, Father, Husband, Wife, Son, Daughter, Brothers, Sisters, Mother-in-Law and Father-in-Law. If it is found necessary because of unforeseen circumstances such as location of boat or weather conditions to grant more time, a fourth day may be given with pay.

#### ARTICLE 19 - JURY DUTY

19.01 The Company shall pay the difference between the amount of jury fees and daily rate, for days of work lost, to any employee required to report for and/or serve jury duty.

#### ARTICLE 20 - CONDITIONS OF VESSELS

20.01 The Company undertakes to have their vessels in a clean and orderly condition at the commencement of the season

and it shall be the duty of the crew to return the vessel, in a like condition, with allowances for reasonable wear and tear.

- 20.02 In the event that any vessel is returned to its yard or tie-up berth in a dirty and disorderly condition, the Company concerned shall report such vessel to the Union Headquarters who will examine the vessel and take such disciplinary measures to the crew as it is felt necessary.

ARTICLE 21 - GRIEVANCE PROCEDURE

- 21.01 During the life of this Agreement, should any difference arise concerning the interpretation, application, operation, or any alleged violation of this Agreement, including any questions as to whether any matter is arbitrable or should any local trouble arise on a packer, there shall be no stoppage of work or strikes on the part of the Union nor shall there be any lockouts on the part of the Company until the grievance procedure outlined has been complied with.

- 21.02 It is in the general interest of both parties to prevent the elevation of minor questions into formal grievances and as a possible means to this end, employees are urged to raise grievances imagined or otherwise with their Captain or other Company representative, but in any event, within five (5) days of the day on which the grievance arose. Employees have the right to go directly to their Union representative if they wish to do so.

- 21.03 The successive steps to be taken in the handling of any grievance until it is settled shall be set forth in the following:

FIRST: The Employee shall notify the Boat Delegate who shall immediately approach the Captain, the fleet supervisor, or such other person designated as the representative of the Company responsible for labour relations involving tendermen.

SECOND: If no settlement is made, the employee and/or the Boat Delegate shall notify the Captain or Company representative that he intends to pursue the grievance and thereupon immediately advise the Union's Business Agent and/or a full time Union representative of the alleged violation of the Agreement. The grievance shall be placed in writing and include full details of the alleged violation and reference to the pertinent section of the Agreement. Upon receipt of the written submission, a meeting will be arranged between Management and the Union's Grievance Committee and/or

full time representatives of the Union to attempt resolution of the grievance.

THIRD: If no settlement is reached, recourse may be had by either party to arbitration. Each of the parties in the dispute shall appoint an arbitrator.

- a) The arbitrators shall attempt to nominate a third arbitrator who shall act as Chairman of the Arbitration Committee. Failing to agree upon such impartial arbitrator within seven (7) days of their appointment, either party may request the Honourable Minister of Labour to appoint such impartial arbitrator. In the case of a grievance or dispute involving interpretation of this Agreement, the majority decision of arbitrators shall be final and binding on both Parties, it is being understood that notwithstanding the foregoing, no decision of such Arbitration Board shall change this Agreement in working or format. The Arbitration Board shall make a decision within ten (10) days of the selection or appointment of the Chairman.
- b) Each Party shall bear the cost of its own representative and the Parties shall equally share the remuneration of the Chairman.
- c) Both Parties should attempt, and it shall not be considered a violation of the agreement, for a single arbitrator to settle a grievance. If agreement is not possible on this procedure part (c) shall be forfeited in favour of parts (a) and (b).

21.04 All time limits set forth herein are exclusive of Saturdays, Sundays and Statutory Holidays and may be extended by mutual consent of both Parties, it being agreed both parties are interested in and will strive to achieve settlement of all grievances or disputes in the shortest possible time.

#### ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 The Company shall give the Union as much advance notification as practical of any proposed technological change that would affect a significant number of employees and will participate with the Provincial Government and the Union in training and retraining such employees.

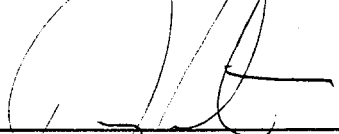
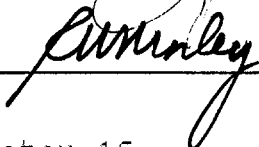
ARTICLE 23 - TERMINATION AND REVISION

23.01

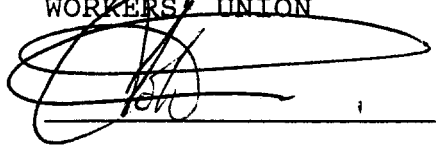
The Agreement shall be in full force and effect from April 16, 1994 to April 16, 1995. All rates and conditions set forth in this Agreement are effective from and including April 16, 1994 except where another date is specifically stipulated herein. This Agreement shall be continued thereafter from year to year unless notification in writing is given at least two (2) months prior to April 16, 1995 or prior to April 16th of any year thereafter by either party desiring to change or modify any portion of this Agreement or to terminate the entire Agreement. Such notice, where request is made for modification or change shall specify the exact Articles in which the modification or changes are desired and subsequent negotiations shall be confined exclusively to such requests. Negotiations shall commence as quickly as possible following receipt of the notice of modification or change.

SIGNED AT VANCOUVER THIS 31 DAY OF December 1994.

FISH PROCESSORS', BARGAINING  
ASSOCIATION)

  
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B. C. PROVINCIAL COUNCIL  
UNITED FISHERMEN AND ALLIED  
WORKERS' UNION

  
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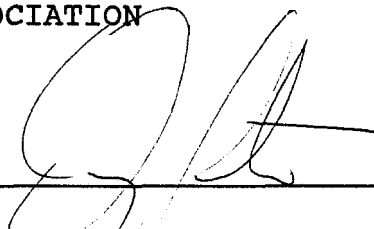



MEMORANDUM OF AGREEMENT


The companies agree to pay all tendermen a lump sum equal to a 1.28% increase over the 1993 rates, for all days worked in 1994 subject to paragraph two of the Memorandum of Agreement, 1994 Herring Roe Fishery.

Signed at Vancouver this 22 day of March, 1995.

FISH PROCESSORS' BARGAINING  
ASSOCIATION

  
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B.C. PROVINCIAL COUNCIL  
UNITED FISHERMEN AND  
ALLIED WORKERS, UNION

  
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