

NATIVE BROTHERHOOD OF BRITISH COLUMBIA

SALMON PRICE AGREEMENT

1988

SOURCE	Assn.		
EFF.	88	04	16
TERM.	89	04	15
No. OF EMPLOYEES	2		
NOMBRE D'EMPLOYÉS	df		

This Agreement made and entered into between each of the undersigned Companies severally as the Party of the First Part, hereinafter referred to as the Operator, and the Native Brotherhood of British Columbia, hereinafter referred to as the Brotherhood.

WHEREAS: It is the intent and purpose of the Parties hereto to set out hereunder the basic Agreement covering prices and fishing conditions for the 1988 salmon seasons for purse seine and gillnet fishermen who are members of the Brotherhood.

WITNESSETH: The Parties hereto mutually agree with each other as follows:

ARTICLE I -- HONOURING VOUCHERS

The Operators agree to honour Brotherhood vouchers for dues signed by fishermen who are members of the Brotherhood or are desirous of joining the Brotherhood and who have monies due them from one of the Operators. It is understood that such voucher, when honoured, shall be paid by cheque by the Operator concerned and forwarded to the Headquarters of the Brotherhood.

It is further agreed that each Company Head Office will issue instructions to the plant managers and bookkeepers in accordance with the terms of the "Memorandum of Understanding" on vouchers between the Operators and the Brotherhood.

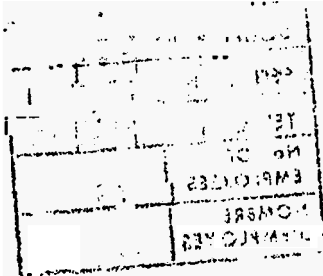
ARTICLE II -- METHODS OF POUNDAGE BUYING

Section 1: All the salmon purchased on the grounds or at the plants shall be weighed at the time of original delivery and the weight so recorded shall constitute the basis for payment.

Section 2: In the case of an exceptionally heavy run of any salmon species in any locality; rendering it impossible or difficult to weigh fish as provided in Section 1 above, it shall not be considered a violation of this Agreement if some other arrangement, such as averaging is arrived at, provided that in such instances the change arranged is concluded by mutual consent of the Brotherhood fishermen and of the Operators in the given locality.

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ARTICLE III -- SCHEDULE OF MINIMUM PRICES

Section 1: The Operators agree to pay the following schedule of minimum prices for **No. 1** quality salmon, caught and delivered throughout and to the end of the **1988** salmon seasons:

	1988
Sockeye	\$1.25
Coho, Steelheads	.71
Pinks	.35
Chums	
Areas 1 & 2 Queen Charlottes)	.68
21-27 West Coast Vanc. Is.)	
Effective Sept. 1	.30
Areas 14-18 Gulf of Georgia)	.68
29 Fraser River)	
Effective Sept. 15	.30
Areas 3-10 Central Coast	.50
Areas 11-13 Johnston Straits	.68
Effective Sept. 1)	
Mainland Inlets Only)	.30
Areas 20 Juan de Fuca	.68

- Section 2:
- a) Redsprings, 12 pounds and over, received in good condition, without mutilations \$1.35 per pound round.
 - b) If Redsprings are canned, the minimum prices payable to fishermen shall not be less than that set forth for Cohoes.
 - c) If Whitesprings are canned, the minimum prices payable to fishermen shall not be less than 68 cents per round pound.
 - d) If Jacksprings are accepted, the minimum price payable to the fishermen shall be not less than 75 cents per fish.

Section 3: Gutting of Springs and Cohoes - Cohoes and Spring Salmon shall be gutted by the boat crew if such instructions are issued by the management.

Payment for such gutted fish shall be made on the dressed weight and shall be based on the round prices being paid by the Company at that time in the area, plus 10% to compensate for loss of weight in gutting.

In addition, a payment of 1 cent per pound gutted weight shall be made to the crew as compensation for the work involved. Such payment for work done shall be made directly to the crew and not become part of the gross stock.

It is understood that should disputes arise in the area as to whether or not the loss in weight through gutting is greater or less than 10% then at the request of either party a test or tests may be made to ascertain the actual percentage loss in gutting fish. The surcharge of 10% may be increased **or** decreased according to the results of the test(s) for all fish taken in the area from the date of the test.

ARTICLE IV -- COMPETITIVE PRICES

Should any individual Company during the term of this Agreement **pay a** price to fishermen higher than that set out in Article III of this Agreement, then such Company shall make the higher price applicable to all types of gear operating in the area where the higher price is in effect, and for the same period.

Where premium prices are being paid by a Company for quality production according to accepted quality standards for markets other than canning, then the Company shall make this premium price applicable to all types of gear operating in the area and supplying this quality production.

ARTICLE V -- EXPORT RESTRICTIONS

It is mutually agreed and understood that the minimum prices contained in this Agreement are contingent upon there being no restriction on the export of Chums in any form throughout the season.

ARTICLE VI -- LATE RUN COHOE (FRASER RIVER & INLETS)

Under this Agreement, the Operators have the right, if quality seriously deteriorates, to request re-opening of the price for Cohoes on the Fraser River after November 1 and for Cohoes in the Inlets after October 1. Notice of such intention shall be given to the Brotherhood in such case not less than seven (7) days prior to the date specified above. If no mutually agreeable price is established after such notice has been given, the Operators have the right to cease acceptance of Cohoe at the minimum price specified in Article III, after October 1 for fish from the Inlets and after November 1 on the Fraser River.

ARTICLE VII -- BENEFIT FUND

Section 1: It is agreed that at the conclusion of each salmon season, The Operators shall pay to the order of the United Fishermen's Benefit Fund a sum equivalent to 1.8 cent (one and eight tenths cents) per pound of net caught salmon purchased in British Columbia by each member Company. The Union agrees to levy similar assessments on all non-member Companies in B.C. with which the Union signs a Net Salmon Agreement.

All payments to the United Fishermen's Benefit Fund shall be made prior to January 15 of each year. Should these payments not be made by January 15 the parties to the contract shall include in the next contract a penalty clause of 10% per annum which shall apply to future late payments.

Section 2: It is agreed that any claim a fisherman or a tenderman may have in connection with payments to or benefits from the Fund shall be the responsibility of the Board of Trustees, in accordance with the United Fishermen's Benefit Fund Rules and By-Laws.

Section 3: The Board of Trustees shall include Trustees nominated by the Union, the Native Brotherhood of B.C. and the Fishing Vessel Owners' Association of B.C. The Fish Processors' Bargaining Association of B.C. shall be provided with a financial statement of the Fund, audited by a competent firm of chartered accountants, at least once yearly. Also provided will be the minutes of the Board of Trustees and annual meetings of the Fund, regular monthly or other financial and statistical reports prepared by the Benefit Fund Director.

Section 4: The Union will not alter the basic principles as stated in the Article - Membership of the Rules and By-Laws of the United Fishermen's Benefit Fund regarding eligibility for benefits. These principles shall be applied in any increase of benefits as a result of the increased contributions to the United Fishermen's Benefit Fund. It is understood that the principles referred to herein are that Salmon Net Fishermen who deliver salmon to Companies party to this Agreement, shall remain equally eligible for death benefits established under the Fund, regardless of membership in the Union.

- Section 5: It is agreed that each member Company shall deduct the equivalent of the annual premium of the Medical/Dental Services Plan established by the Union from the earnings of the fishermen covered under this Agreement. The Union shall advise the member Companies, in writing, of the exact amount to be deducted and shall provide each Company with lists of fishermen who have enrolled in the Medical/Dental Services Plan and who have **authorized** the necessary deductions. All monies so deducted shall be forwarded to the United Fishermen's Benefit Fund.
- Section 6: Payments required under Section 5 above shall be remitted by each member Company by September 30 of each year.
- Section 7: It is further agreed that each member Company shall notify the United Fishermen's Benefit Fund not later than September 30, of all individuals whose names have been forwarded on lists provided by the Union but on whose behalf the Company will not forward an annual premium.

ARTICLE VIII -- INTERRUPTION OR CESSATION OF OPERATIONS

- Section 1: In case of machinery breakdown, or any other conditions interfering with operations of a cannery, this Agreement shall immediately be held in abeyance insofar as it pertains to the individual cannery so non-operating. With the cannery again resuming operations, all terms and conditions of the Agreement shall be immediately reinstated.
- Section 2: This Agreement is subject, however, to the reservation that the Operators reserve the right individually to cease operations at any time when deemed necessary and are thereby released from their obligations hereunder while closed down, except that not less than forty-eight (48) hours' notice in writing shall be given to the Brotherhood at their headquarters in Vancouver, B.C., and the same notice shall be posted at each cannery and camp, of the intention to close down and all fish offered by the fishermen, members of the Brotherhood, within the forty-eight (48) hour period must be taken and paid for at not less than the agreed prices.

ARTICLE IX

- Section 1: **Any** dispute arising out of this Agreement which cannot be settled by the Brotherhood and the Company shall be referred to a **committee** of one representative of the Brotherhood and one representative of the Operators and one disinterested **party**, satisfactory to both the Brotherhood and Operators for settlement.



Section 2: This Agreement shall be in full force and effect from the beginning of the 1988 salmon season, until April 15th, 1989 and shall be continued thereafter from year to year unless notification in writing is given at least thirty (30) days prior to April 15, 1989 or prior to April 15th of any subsequent year thereafter by either party desiring to change or modify any portion of this agreement or to terminate the entire Agreement. Negotiations shall commence as quickly as possible following such written notice of modification or change or termination of said Agreement and the terms of this Agreement shall remain effective subject to the right of either party to terminate or suspend fishing operations on or after April 15th of the year in which written notice is received. Provided the terms and conditions of the Agreement are adhered to by both parties, it is mutually agreed and understood that fishing shall continue uninterrupted during the term of the Agreement for all salmon referred to in the Agreement, subject to force majeure, strikes, fires, riots, war, Act of God and any other factor beyond the control of the Operators and the Brotherhood.

SIGNED AT VANCOUVER THIS _____ DAY OF _____, 1988.

FISH PROCESSORS' BARGAINING ASSOCIATION
OF BRITISH COLUMBIA.

NATIVE BROTHERHOOD OF
BRITISH COLUMBIA

REPRESENTING:

- British Columbia Packers Limited ✓
- The Canadian Fishing Company Limited ✓
- J. S. McMillan** Fisheries Limited ✓
- Nelson Bros. Fisheries' Limited ✓
- Ocean Fisheries Limited ✓

NATIVE-BROTHERHOOD OF BRITISH COLUMBIA

SUPPLEMENTARY AGREEMENT FOR SALMON SEINE VESSELS

SHARE BASIS AND FISHING CONDITIONS

1988

This Agreement made and entered into between the Fish Processors' Bargaining Association of B.C., hereinafter referred to as the OPERATORS, and the Native Brotherhood of B.C. hereinafter referred to as the BROTHERHOOD.

ARTICLE 1 -- DIVISION OF CATCH

From the gross value of the catch will be deducted the cost of fuel and lubricating oil. The resultant balance is to be divided on the basis of eleven shares, four shares to the boat and net, and seven shares to the crew. From the seven shares shall be deducted the cost of all provisions and the balance divided equally among the members of the crew.

ARTICLE II -- CONDITION OF VESSELS

- Section 1: It is agreed that at the start of the Season all boats shall be in seaworthy condition in accordance with rules and regulations established by the Department of Transport.
- Section 2: Proper -fire fighting and life-saving equipment shall be provided on each vessel.
- Section 3: Crew's quarters, galley and toilet accomodation shall be in first class sanitary condition and the crew shall extend 100 percent cooperation in maintaining such **cleaninless**.
- Section 4: In vessels where there is no toilet accomodation, same shall be installed if convenient and practicable before vessel leaves for the fishing grounds.
- Section 5: The crew shall keep the fish hold and deck in a sanitary and neat condition throughout the season.
- Section 6: It is agreed that at the beginning of each season vessels shall be fully equipped with adequate crockery dishes and proper cooking utensils. At the end of each season the crew shall be responsible for the replacement of broken crockery and damaged utensils.
- Section 7: A medicine chest shall be furnished to each vessel in accordance with the requirements of the Workers' Compensation Board. The Operators agree to maintain adequate replacement supplies at all fishing stations, and the responsibility for the upkeep of a vessel's First Aid Chest shall be upon the Boat Delegate elected by the crew.

ARTICLE III -- BOAT DELEGATE

Section 1: A Boat Delegate, duly elected by the crew, shall be recognized by the Captain and the owner as the Brotherhood representative.

Section 2: The duties of the Boat Delegate shall be as follows:

- a) To ensure that correct tallies and records are kept:
- b) To ensure that settlements made with all or any members of the crew are fairly and correctly made. Each member of the crew shall receive a copy of the full settlement.

Section 3: The Boat Delegate, duly elected by the crew, shall be fully recognized by the Operators signatory to this Agreement as the representative of the crew and the Brotherhood on all matters connected with the weighing of fish. In order to facilitate the election of suitable representatives for this purpose, the Operators shall, if requested by the Brotherhood, make available a list of crew members of boats fishing for them.

ARTICLE IV -- SETTLEMENTS

Section 1: When a crew member quits before the end of a season, he is entitled to his proportionate share of the catch.

Section 2: Settlements are to be made as quickly as possible at the conclusion of each season.

ARTICLE V -- CAPTAIN'S RIGHTS

Section 1: The Operators agree that seine boat captains shall have the right to hire and discharge their crew members.

Section 2: In all matters pertaining to the operation of the boat, it is agreed and understood that the Captain's decision shall be final, subject only to instructions from the Operator or his representative.

Section 3: It is understood that the Captain has the right to apply the following conditions subject only to approval of the crew if specifically provided for:

- a) When a man is engaged it is for the balance of the salmon season, unless he suffers an accident or illness or is granted compassionate leave by agreement with the crew or has been specifically engaged for a lesser period or has clearly informed the Captain and boat delegate, if any, that he will leave the vessel at a specific date;

- b) If a man is discharged or quits in a given calendar week (i.e. Saturday midnight to Saturday midnight) the following calendar week shall constitute proper notice. If a replacement is obtained sooner the notice period shall terminate at that time;
- c) When a man is discharged by any Operator or his agent, the Company shall be responsible for his fare to his port of hiring. The Operator agrees to pay steamer or scheduled airline transportation back to the port of hiring as well as the fare for his replacement when such fare (or fares) is actually used;
- d) When a man quits, he shall be responsible for his fare to his port of hiring. If his quitting is in violation of sub-section (a) above, he shall be responsible for the fare for his replacement when such fare is actually used;
- e) When a man fails to give proper notice for quitting, he shall be subject to a \$500.00 penalty;
- f) The penalty shall be paid to the remainder of the crew except that, if every effort to obtain a replacement is not made, the penalty will be paid to the United Fishermen's Benefit Fund;
- g) When, in the opinion of the Skipper and a majority of the crew, intoxication impairs a man's ability to perform his work, no notice of discharge need be given and sub-section (c) may be waived with respect to his transportation to the port of hiring;
- h) When a vessel is in port on weekends and there is no work being done by the crew such as is required on occasion under this Share Agreement and there are commercial eating places ashore available to the crew, the Captain may provide that on such days the cook not be required to prepare meals, and that the cook be given sufficient time away from his other duties to order provisions. Captains shall be advised of this provision in the Agreement by management. Cooks and boat delegates shall be advised of this condition by the Brotherhood and **any** grievances shall be settled under the grievance procedure.

Section 4: It is understood that the Operators shall not be responsible for penalties and fares uncollected.

ARTICLE VI -- ILLEGAL FISHING

There shall be no illegal fishing and if any is done the Captain and the crew shall be jointly responsible for any fines or penalties imposed.

ARTICLE VII -- FUEL

Fuel tanks and lub-tanks will be filled by the Operator at the start of each season and will be returned by the crew in a similar condition at the close of each season.

ARTICLE VIII -- HOLE BILLS

Section 1: It is agreed and understood that hole bills shall not be collectable under the following circumstances:

- a) When men are discharged and it is definitely proven that such discharge was not due to any fault of their own;
- b) When the vessel goes into some other trade or other type of fishing;
- c) When crew members are discharged by the Captain for reasons other than the regular reasons;
- d) Where vessel is a total wreck;
- e) When an accident has occurred and the crew is not required after repairs are completed.

Section 2: Definition: It is understood that hole bills as referred to in this Agreement shall denote a condition where the crew share of the landed catch at the time referred to in Section 1 (a), (b), (c), (d), or (e) is not sufficient to cover the cost of fuel, lubricating oil and provisions as set out in Article II of this Agreement.

ARTICLE IX -- LIMITING CATCH

The Operators agree that should it be necessary to place a limit on fish deliveries, such limit will be set on a per-man basis.

ARTICLE X -- CHARTER BOATS

It is agreed that all boats chartered by the Operators for the 1986 and 1987 salmon seasons and operated by members of the Brotherhood shall come under the terms and conditions of this Agreement.

ARTICLE XI -- NET WORK"

Section 1: The Brotherhood **recognizes** the responsibility of the seine crews to give proper care to the seine throughout and to the end of the fishing season, including necessary repairs, washing and bluestoning, in accordance with **mangement's** instructions.

It being understood and agreed that if it is not management's intention to strip the seine, that it shall be returned in the same condition as received, reasonable wear excepted. Crews shall not be required to alter the dimensions of the seine, or to effect major repairs, when the vessel concerned is terminating the season.

Any crew member who does not adequately participate in the maintenance of the seine on weekends during the fishing **seson**, unless his absence is **mutally** agreed upon, shall be charged for each absence at regular **netman's** rates.

If there **is** no replacement this sum shall be equally divided among the seine crew members who do the work. The Captain must advise **the Company** promptly of any such charge to be made.

Section 2: Loading or unloading of seines shall not be considered network and on arrival in port at the end of **any** season or for a lay-up, **or** to change over to another type of fishing, it shall be the crew's **resonsibility** to bluestone, wash and unload the seine within the ten-day period. In the event that the net **is** bluestoned on the day of arrival in port, the crew may be called out to wash and unload the seine on a day to be specified during the next ten days.

Any crew member who fails to appear on the day specified unless his absence has been mutually agreed upon, shall be charged for eight hours' work at the regular **Netman's** rates which sum shall be paid to the man taking his place. If there is no replacement then the **sum** shall be equally divided amongst the seine crew members who perform the work.

Section 3: The Brotherhood **recognizes** the responsibility of the seine crew to deepen, shallow or shorten the seine during the fishing season in accordance with the Captain's instructions. It shall also be the crew's responsibility to lengthen the seine provided that the extension which is to be added is made up beforehand. If the extension is not made up, and the crew is called upon to do this work, then they shall be paid in accordance with the terms of the current agreement on network.

Section 4: Work done by member of the crew in preparing nets for each season and instripping, washing stripped web, and storing

nets at the end of each seasons, shall be paid for by the owner of the net, in accordance with the terms of the current Brotherhood agreement on network.

Section 5: The owners agree that should a seine, or seines, be put out which has not been relaced or rehung since the previous season and it becomes necessary for the crew to relace or rehang the seine within two weeks of the commencement of the net being fished, members of the crew who work on the seine shall be paid for such network at the rates set out in the Networkers' Agreement.

Section 6: The owners agree that if at the time of taking the seine, it is necessary for a crew to make up purse lines or brailers, payment shall be made for such work at the straight time rates set out in the Networkers' Agreement. It is understood that putting such gear aboard is part of the regular operation and no extra payments be made.

Section 7: The Company shall provide the seine crew members who are working on seines including the loading, unloading, washing, bluestoning of same, or working on brailers, purse lines or other fishing gear, with Workers' Compensation and Unemployment insurance coverage for such work for which payment is made by the company under the foregoing sections.

Section 8: In the performance of such work and responsibility for same under the foregoing sections, the Captain shall participate along with other crew members.

ARTICLE XII -- CERTIFIED ENGINEERS' BONUS

It is agreed that all engineers holding Department of Transport 1st, 2nd, 3rd, or 4th Class Marine Engineers' Certificates engaged as engineers on salmon seine boats shall receive a bonus of \$25.00 per month during the 1986 and 1987 fishing seasons, said bonus to be paid by the Operators.

ARTICLE XIII -- RADIO TELEPHONE

- a) Where radio telephones are installed on seine boats, it is agreed that the crew will not be required to pay for any installation or rental charge. Where crew members use the radio telephone for personal calls, excepting emergency calls, the Operators shall have the right to impose and collect a surcharge of 15 percent over and above the actual cost of such calls.
- b) It is further understood and agreed that the Operators shall have the right when settlements are being made to withhold the sum of \$15.00 per man as a deposit for a period not to exceed six weeks, to cover each crew members' personal calls.

ARTICLE XIV -- FAIR PRACTICES

During the term of this Agreement, no crew member shall be asked to make written or verbal agreements with the Operator covering rental of boat equipment or charges to gross stock unless such written or verbal agreement is approved by the General Executive Board of the Brotherhood.

ARTICLE IV -- NEW MEN

If any crew member is going seining for the first time he may, at the discretion of the Captain and the crew, receive half the normal fisherman's share for the first fourteen (14) consecutive calendar days, the half share remaining shall be divided among the balance of the crew. This condition shall be drawn to the attention of the crew man at the time he joins the vessel.

ARTICLE XVI -- GRIEVANCE PROCEDURE

Section 1: In all disputes regarding allocation of crew share (i.e. 7/11 of gross stock after deductions for fuel and lube oil) the Company agrees, upon notification and followed up by written **authorization** from the Brotherhood, to hold any disputed funds in an interest bearing trust account pending agreement **by** all parties to the dispute that settlement has been reached.

Section 2: All disputes that cannot be settled on board the vessel, except those described in Section 1 above, must be referred to the Operator or Operators concerned and the Brotherhood for adjustment.

THIS SUPPLEMENTARY AGREEMENT IS SIGNED IN CONJUNCTION WITH THE SALMON PRICE AGREEMENT AND IS RECOGNISED AS PART OF THE SAME.

SIGNED AT VANCOUVER, B.C. this _____ day of _____, 1988.

FISH PROCESSORS' BARGAINING ASSOCIATION
OF BRITISH COLUMBIA

NATIVE BROTHERHOOD OF
BRITISH COLUMBIA

