

NATIVE BROTHERHOOD OF BRITISH COLUMBIA

SALMON PRICE AGREEMENT

1992 - 1993

SOURCE	ASSN.		
EFF.	92	04	16
TERM.	93	04	15
NO. OF EMPLOYEES	0		
NO. OF EMPLOYÉS	dy		

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 set out hereunder the basic Agreement and covering prices and fishing conditions for the **1992** and **1993** salmon seasons for purse **seiners** and gillnetters 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 fishers 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 Union.

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 members and of the Operators in the given locality.

MAY 26 1993

00093(05)

ARTICLE III - SCHEDULE OF MINIMUM PRICE

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 1993 salmon season:

	<u>1992</u>	<u>1993</u>
Sockeye	\$1.40	\$1.33
Coho, Steelheads	.65	.65
Pinks	.25	.25
Chum - Dark Chums all area all season	.15	.15
- Areas 1-10 guarantee for Brights all season	.35	.35
- All other areas - guarantee for Brights all season	.60	.60

- Section 2:
- a) Red Springs, 12 pounds and over, received in **good** condition, without mutilation \$1.35 per round pound.
  - b) If Red Springs are cannery grade, the minimum prices payable to fishermen shall not be less than that set forth for Cohos.
  - c) If White Springs are cannery grade, the minimum prices payable to fishermen shall not be less than 60¢ per round pound.
  - d) If Jack Springs are accepted, the minimum price payable shall be not less than 75¢ per fish.

Section 3: Gutting of Springs and **Cohos** - Cohos 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¢ 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 higher than set out in Article III of this Agreement, then such company shall make the higher price applicable to all vessels of the same 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 vessels of the same 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 of the export of Chums in any form throughout the season.

#### ARTICLE VI - LATE RUN COHO (FRASER RIVER & INLETS)

Under this Agreement, the operators have the right, if quality seriously deteriorates, to *request re-opening* of the price for **Cohos** on the Fraser River after November 1 and for **Cohos** 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 the **Coho** 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 the Operators shall pay to the order of the United Fishermen's Benefit Fund (Benefit Fund) a sum equivalent to 2¢ (two cents) per pound of net caught salmon purchased in British Columbia. 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 Benefit Fund shall be made prior to January 15th of each year. Should these payments not be made by January 15th of each year, 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 Benefit Fund Member 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 Benefit Fund Rules and By-Laws.

Section 3: The Board of Trustees shall include trustees named by the Brotherhood, the United Fishermen and Allied Workers Union 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 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 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 Benefit Fund. It is understood that the principles referred to herein are that Salmon Net Fishers 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 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 fishers 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 Benefit Fund.

Section 6: Payments required under Section 5 above shall be remitted by each member Company by September 30th of each year.

Section 7: It is further agreed that each member Company shall notify the Benefit Fund not later than September 30th 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 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 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 the Operators for settlement.

Section 2: The effective date of this Agreement shall be April 16, **1992.** This Agreement shall terminate on April 15, 1994 provided that one of the parties to the Agreement gives written notice of such termination to the other party not later than the **15th** day of February 1994. Any such notice of termination shall further require the other party to the Agreement to commence negotiations. If no notice of termination is given, the Agreement shall thereafter remain in effect from year to year, provided that it may be terminated in any year after 1994 on its anniversary date (that is, on the **16th** day of April) by one party to the Agreement giving the other party to the Agreement, not later than the **15th** day of February in the year which the Agreement is to be terminated, written notice of such termination and a written requirement to the other party to commence negotiations.

This section is subject to the understanding that either party to the Agreement may **re-open** the Agreement to re-negotiate the **1993** price of sockeye only (ARTICLE III, Section 1) by written notification of the other party not later than July 1, **1993.**

SIGNED AT VANCOUVER this 9<sup>TH</sup> day of DECEMBER, 1992.

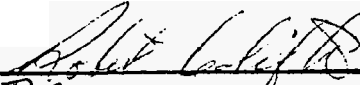
FISH PROCESSORS' BARGAINING  
ASSOCIATION OF B.C.

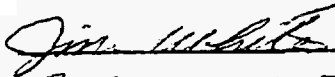
as bargaining agent for and on  
behalf of each of the  
Companies listed and appended  
hereto severally.

\_\_\_\_\_

\_\_\_\_\_

NATIVE BROTHERHOOD OF BRITISH  
COLUMBIA

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
EXECUTIVE DIRECTOR

REPRESENTING:

British Columbia Packers Ltd.  
The Canadian Fishing Company  
Ltd.  
J.S. McMillan Fisheries Ltd.  
Nelson Bros. Fisheries Ltd.  
Ocean Fisheries Ltd.

NATIVE BROTHERHOOD OF BRITISH COLUMBIA  
SUPPLEMENTARY AGREEMENT FOR SALMON SEINE VESSELS  
SHARE BASIS AND FISHING CONDITIONS

1992 - 1993

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 British Columbia, hereinafter referred to as the BROTHERHOOD.

ARTICLE I - 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 (11) shares; four (4) shares to the boat and net and seven (7) shares to the crew. From the seven (7) 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 a 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 accommodations shall be in first class sanitary condition and the crew shall extend 100 percent **cooperation** in maintaining such cleanliness.
- Section 4: In vessels where there is no toilet accommodations, 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.

MAY 20 1993

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 Union 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 Union 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 on boats fishing for them.

ARTICLE IV - SETTLEMENTS

Section 1: A *crew* member who quits before the end of a season, shall be entitled to a 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 Captains decision shall be final, subject only to instructions from the Operator or the Operator's 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 crew member is engaged it is for the balance of the salmon season, unless an accident or illness is suffered or compassionate leave is granted 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 leave will be taken from the vessel at a specific date;
- b) If a crew member is discharged, seven calender days shall constitute proper notice to the crew member. if the crew member obtains another position before the notice period is complete, the notice will be terminated at that time.

If a crew member quits, seven calender days shall constitute proper notice to the Captain of the vessel. If the Captain obtains a replacement crew member before the notice period is complete, the notice will be terminated at that time.

When, in the opinion of the skipper and a majority of the crew, intoxication impairs a crew member's ability to perform regular work, no notice of discharge need be given and sub-section (c) may be waived with respect to transportation to the port of hiring.

- c) When a crew member is discharged by any Operator or an agent thereof, the Company shall be responsible for fare to the 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 a replacement when such fare (or fares) is actually used.
- d) When a *crew member* quits, the crew member shall be responsible for fare to port of hiring, If his quitting is in violation of sub-section.(a) above, the crew member shall be responsible for the fare for a replacement when such fare is actually used;
- e) A crew member failing to give proper notice for quitting 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 Benefit Fund;
- g) 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 Captains may provide that on such days the cook not be required to prepare meals and that the cook be given sufficient time away from 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 IV - 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 lube-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 crew members 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 I (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 person basis.

#### ARTICLE X - CHARTER BOATS

It is agreed that all boats chartered by the Operators for the 1992 and 1993 salmon seasons and operated by members of the Union 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 management'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 expected. Crew 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 season, unless the absence is mutually agreed upon, shall be charged for each absence at regular net worker's rates. If there is no replacement, this sum shall be equally divided **amongst** 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 net work. 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 responsibility to bluestone, wash and unload the seine within a 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 such absence has been mutually agreed upon, shall be charged for eight hours' work at the regular net worker's rates which sum shall be paid to the replacement. 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 net work.
- Section 4: Work done by members of the crew in preparing nets for each season and in stripping, washing stripped web and storing nets at the end of each season, shall be paid for by the owner of the net in accordance with the terms of the current Brotherhood Agreement on net work.
- 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 net work at 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 the crew to make up purse lines or **brailers**, payment shall be made for such work at the straight timerates 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 1992 and 1993 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 person as a deposit for a period not to exceed six weeks to cover each crew member's 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 stockless such written or verbal agreement is approved by the General executive Board of the Brotherhood.

ARTICLE XV - NEW CREW MEMBERS

A crew member going seining for the first time may, at the discretion of the Captain and the crew, receive half the normal 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 individual at the time of joining the vessel.

ARTICLE XVI - GRIEVANCE PROCEDURE

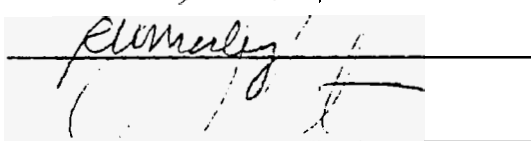
Section 1: In all disputes regarding allocation of crew share (i.e. 7/11 of gross stock after deduction for fuel and lube oil) the Company agrees, upon notification and followed up by written **authorization** from the Union, to hold **anny** disputed funds in an interest bearing trust account pending 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 Union for adjustment.

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

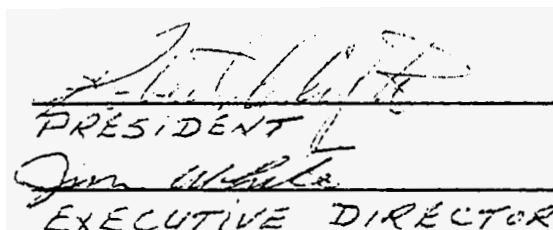
SIGNED AT VANCOUVER this 9<sup>TH</sup> day of DECEMBER, 1992.

FISH PROCESSORS' **BARGAINING**  
ASSOCIATION OF B.C.  
as bargaining agent for and on  
behalf of each of the  
Companies listed and appended  
hereto severally,



REPRESENTING:  
British Columbia Packers Ltd.  
The Canadian Fishing Co. Ltd.  
J.S. McMillan Fisheries Ltd.  
Nelson **Bros.** Fisheries Ltd.  
Ocean Fisheries Ltd.

NATIVE BROTHERHOOD OF BRITISH  
COLUMBIA



PRESIDENT  
EXECUTIVE DIRECTOR

MEMORANDUM OF AGREEMENT

BETWEEN

THE NATIVE BROTHERHOOD OF BRITISH COLUMBIA

AND

THE FISH PROCESSORS' BARGAINING ASSOCIATION

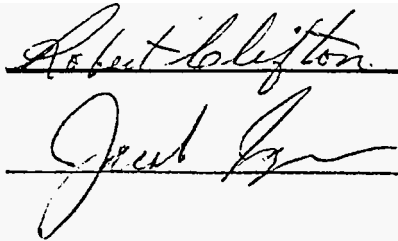
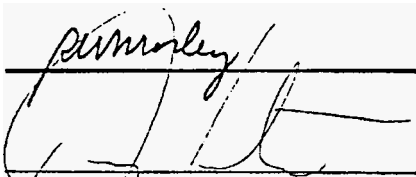
The Native Brotherhood of British Columbia, representing seine-crews and gillnet fishermen who are members and have designated the Native Brotherhood as their authorized representative, and the Fish Processors' Bargaining Association of British Columbia, representing member companies signatory to this agreement have mutually agreed as follows:

1. The member companies of the Fish Processors' Bargaining Association of B.C. (hereinafter referred to as the "Company-") and the Native Brotherhood of B.C. (hereinafter referred to as the "Brotherhood") agree to enter into discussions leading to a new relationship covering the fishing, processing and marketing of salmon and roe herring.
2. The new relationship will detail the arrangements for the price schedules and sharing formulae for Brotherhood seine and gillnet fishermen marketing salmon and/or roe herring through the Company.
3. The objective of the Brotherhood and the Company is to develop a new arrangement so that the Company and Brotherhood members are able to prosecute the salmon and herring fisheries without interruption and each receives a fair market return for their investment of capital and labour.
4. Discussions will begin immediately and conclude by June 1, 1992 in order that both parties can prepare for the upcoming fishing seasons.
5. The subjects for discussion include, but are not limited to:
  - a) contract between fishermen and Company for delivery and purchase.
  - b) market sharing formula
  - c) timing of payments
  - d) crew/vessel cost and revenue sharing formula
  - e) benefit package
6. As an interim measure, the Brotherhood and the Company agree to abide by the terms of the 1990-91 Roe Herring and Herring Gillnet fishing agreements between the Company and the Brotherhood. Improvements to these agreements will be made as they are reached during discussions of the new relationship.

This agreement is signed by the parties this 26<sup>th</sup> day of March, 1992.

FISH PROCESSORS' BARGAINING  
ASSOCIATION OF B.C.

NATIVE BROTHERHOOD OF B.C



On behalf of:  
British Columbia Packers Ltd.  
The Canadian Fishing Company Ltd.  
J.S. McMillan Fisheries Ltd.  
Nelson Bros. Fisheries Ltd.  
Ocean Fisheries Ltd.

APR 13 1992