

SOURCE	COUNCIL		
EFF.	92	01	01
TERM.	92	12	31
No. OF EMPLOYEES	0		

HERRING GILLNET FISHING AGREEMENT

This Agreement entered into between the United Fishermen and Allied Workers' Union and the Fish Processors' Association of B.C. and the member companies signatory to this Agreement covers minimum prices and working conditions for gillnet herring fishermen in the production of herring for the roe market.

IT IS HEREIN MUTUALLY AGREED AS FOLLOWS:

1. The Company(ies) party to this Agreement agree to recognize the United Fishermen and Allied Workers' Union, hereinafter referred to as "the Union", as the representative of all gillnet herring fishermen who are members of the Union and who have designated the Union as their authorized representative.
- 2.) The Company(ies) agree to honour Union vouchers covering initiation fees and dues signed by fishermen who are members of the Union or are desirous of joining the Union and who have monies due from the Company. It is understood that such vouchers, when honoured, shall be paid by cheque by the Company and forwarded to the Headquarters of the Union. The Company shall forward payment to the Union of all such vouchers not later than May 31, 1992 for the 1992 roe season.
- 3.) It is agreed that at the conclusion of each herring season each Company will pay by cheque to the order of the United Fishermen's Benefit Fund established by the Union, four dollars and seventy-five cents (\$4.75) per green ton of herring produced under this Agreement. The Company(ies) shall furnish to the Union a list of fishermen employed under this Agreement along with the payment to the Fund. All payments and lists from the start of the roe herring season to June 30th shall be forwarded to the Union no later than August 15th. The Union agrees that the Company has no responsibility with regard to any claim any person may have in connection with payments to or benefits from the Fund.
- 4.) The minimum price to be paid to gillnet fishermen for gillnet herring caught and delivered to collectors or packers on the fishing grounds shall be Six Hundred Dollars (\$600) per green ton.
- 5.) It is mutually agreed that from the date of this Agreement, all Union members who are engaged in herring or mixed fishing shall observe a 48-hour weekend closed period beginning 2:00 p.m. Friday and ending 2:00 p.m. Sunday, except where the Department of Fisheries & Oceans determines that there is evidence of suitable roe herring in an area and that the herring in that area will be largely spawned out at the end of the weekend.

MAR 31 1992

00094(05)

6.) It is mutually agreed that should any dispute occur involving Union members that cannot be settled on the spot, such disputes shall be referred to the Union and the Company concerned for final adjustment. In no case shall members of the Union involved in a dispute take any action without consultation with the Union Headquarters.

7.) It is agreed that gillnet herring fishermen working under this Agreement will not be required to transport herring to the Company plant and that the

Company will supply adequate collector or packer service. In the event the Company, for unavoidable reasons is temporarily unable to supply such service and provided the Company instruct the fisherman to deliver his production to the plant, the Company will provide additional payment to the fisherman for such transportation. The minimum additional payment shall be sixty dollars (\$60.00) per ton for packing the fish to the plant or point of unloading. The Company shall pay for the unloading and any other transportation costs involved.

8.) Each Company will advise the Union in writing of the names of herring vessels and the names of herring boat operators to be employed by the Company one week prior to the commencement of the opening of Gillnet Herring Roe Fishing. The Company will advise the Union in writing of all replacements or other changes during the season.

9.) Workers' Compensation Independent Coverage

Each Company shall provide all gillnet fishermen with Workers' Compensation Coverage in accordance with Workers' Compensation Board regulations while operating under the terms of this Agreement, inclusive of fishing, loading and unloading, washing, repairing and making up of fishing gear.

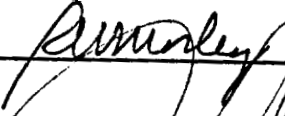
This clause does not remove other statutory or contractual obligations which the Company may have with regard to Workers' Compensation.

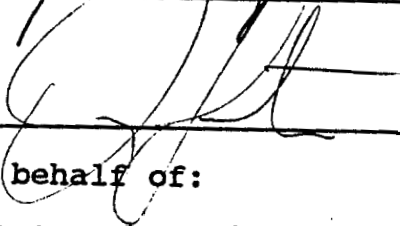
10.) This Agreement is effective from January 1, 1992 and will remain in full force and effect until December 31, 1992 and will remain in effect from year to year thereafter unless written notice of intention to reopen is given by either party prior to December 31, 1992 or December 31 of any subsequent year. If such notice to reopen is given, negotiations shall commence immediately and either party shall be free to terminate or suspend herring fishery operations effective on or after December 31, 1992 or December 31 of any subsequent year in which notice is given.

This Agreement is hereby mutually signed by the Parties hereto
this 26th day of March, 1992.

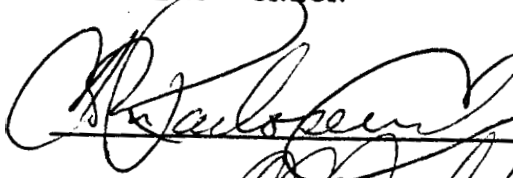
FISH PROCESSORS' BARGAINING
ASSOCIATION OF B.C.

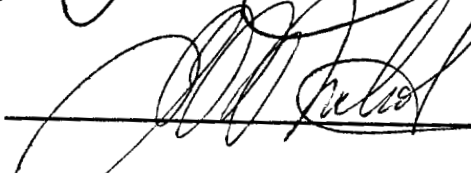
UNITED FISHERMEN & ALLIED
WORKERS' UNION





On behalf of:





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

oteu-15