

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

NATIVE BROTHERHOOD OF BRITISH COLUMBIA

TENDERMAN'S AGREEMENT 1988

(NOT INCLUDING PILCHARD & HERRING TENDERMAN)

This Agreement is entered into between each of the undersigned companies severally as the Part of the First Part, hereinafter referred to as "The Company" and the Native Brotherhood of B.C., the Party of the Second Part, hereinafter referred to as the "Brotherhood" and shall set out hereunder the wage rates and working conditions of Tendermen who are employed by the Company on fish packers, cannery tenders and brine barges 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 -- BROTHERHOOD RECOGNITION

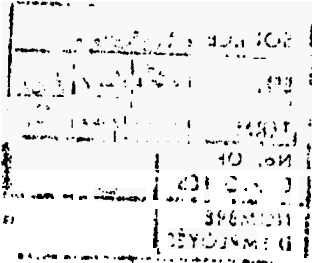
1.01 The Companies agree to recognize the Brotherhood as the collective bargaining representative for all tendermen who are employed on tender vessels and brine barges engaged in collecting, packing and transportation of fish and subsidiary work customarily performed by such vessels, for whom the Brotherhood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

ARTICLE 2 -- BROTHERHOOD MEMBERSHIP

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

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ARTICLE 3 - BROTHERHOOD 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 the payroll, an amount equal to the "**per day worked**" dues of the Brotherhood or the membership dues of the United Fishermen and Allied Workers' Union 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 Brotherhood Headquarters by the end of the month following each quarter of the year, with the **exception** that in the case of any United Fishermen and Allied Workers' Union employees who have signed **authorization** to pay dues to the United Fishermen and Allied Workers' Union such deductions shall be remitted to the Headquarters of the Union.
- 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 Brotherhood or Union and the individual amount of the deductions.
- 3.04 An employee may, by written individual **authorization** to the Company, have the initiation fee and up to a maximum of one year's arrears of Brotherhood dues deducted by the Company and forwarded to the Brotherhood. 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 organisation.

ARTICLE 4 - CREW COMPLEMENTS

- 4.01 The number of crew members to 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 Brotherhood 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 West Coast and/or Queen Charlotte Islands, tending troll and/or halibut and/or liver camps, shall carry a minimum crew of five (5) men. On regular troll and/or halibut and/or liver camp runs other than the West 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 (6) 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 (6) 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 are 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 fulfill 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 Brotherhood to be handled as a grievance under Article **19** of the 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 **(31)** 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 transporting 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 Brotherhood to be forwarded to the William 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 Brotherhood shall be notified immediately, and will attempt to provide replacement or additional crew.

ARTICLE 5 - HIRING CREWS

- 5.01** The Companies hire 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 Brotherhood 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** Brotherhood members shall be given preferential consideration where ability and experience for the particular job are equal. Before hiring non-Brotherhood men who have not previously been employed by the Company concerned as tendermen, the Company representative or the Captain shall contact the Brotherhood to ascertain whether or not competent Brotherhood members satisfactory to the Company and the Captain are available within the time required. To facilitate application of this condition the Brotherhood shall from time to time submit to the Companies a list of unemployed Brotherhood members with details of their experience.
- 5.03** To facilitate application of the intent of Section 5.02, the Companies agree to submit to the Brotherhood, 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** Each Company shall draw up one list of tendermen employed for a period longer than three (3) 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 each Company Head Office to tendermen employed by the Company. The Company shall forward a copy of such List to the Headquarters of the Brotherhood.
- 6.03** The Seniority List shall clearly show the classifications under which each tenderman worked in the five (5) 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 Brotherhood 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 Brotherhood tendermen who are elected or appointed as full time Brotherhood 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, where practicable, those crewmen on other vessels with lesser seniority, if those crew members being transferred are ready, available and qualified. Short-term lay-ups during the season shall not involve transfer of personnel.
- 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 not 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 the 1988 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 severance pay.
- c) Severance pay, under this article, can only be exercised once.

ARTICLE 8 - 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 Companies 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 Companies agree to supply all tenders 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 Companies agree to pay a daily allowance of fifty cents (**\$.50**) 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 Companies.
 - b) The Companies **agree** 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 companies 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 AND MONTHLY LEAVE

- 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 but, **recognizing** 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 An employee under this Agreement shall be entitled to 1.14 days off for each day worked. 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 (6) 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 Native Brotherhood of B.C. 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 Companies undertake 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 of 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 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 Companies 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 Brotherhood.
- 11.02** Wages shall be paid on the basis of a calendar month. Any prior

commitments to individuals for rates in excess of those shown below shall be honoured.

11.03 Tendermen shall be provided each ~~hi-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 three groups and the tonnage referred to is gross tonnage.

Effective April 16, 1988

| | <u>MONTH</u> | <u>1988</u> <u>DAY</u> |
|---|--------------|---------------------------|
| <u>CLASS A VESSELS -Under 15 tons</u> | | |
| Captain/Engineer | \$2583.34 | \$184.52 |
| Cook/Deckhand | 2278.59 | 162.75 |
| <u>CLASS B VESSELS - 15 tons to 59.9 tons</u> | | |
| Captain | 2622.29 | 187.31 |
| Engineer | 2518.07 | 179.86 |
| Mate | 2405.63 | 171.83 |
| Cook/and/or Deckhand | 2363.27 | 168.81 |
| 2nd Engineer and Deckhand | 2405.63 | 171.83 |
| <u>CLASS C VESSELS - 60 tons and over</u> | | |
| Captain | 2661.84 | 190.13 |
| Engineer | 2556.66 | 182.61 |
| Mate | 2444.00 | 174.57 |
| Cook and/or Deckhand | 2402.11 | 171.58 |
| 2nd Engineer and Deckhand | 2444.00 | 174.57 |

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 above.

| | <u>MONTH</u> | <u>1988</u> <u>DAY</u> |
|----------|--------------|---------------------------|
| Captains | 227.92 | 16.28 |
| Engineer | 184.80 | 13.20 |
| Mate | 184.80 | 13.20 |

(b) In addition to wages provided in this agreement, tendermen holding a valid Workers' Compensation Board approved first aid certificate shall receive **\$1.40** 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 April 16, 1988 employees shall be paid \$13.00 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 receipts for these purchases are submitted by the cook on the vessel, employees will be reimbursed twenty percent (20%) of such expenses.
- 11.07** The daily rate shall be arrived at by dividing the monthly rate, exclusive of board, by 14.
- 11.08** 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

- 11.09** In addition to wages provided in this agreement, tendermen who are specifically engaged in tending troll camps and/or halibut camps shall receive eighty two dollars and ninety cents (\$82.90) per month effective April 16, 1988. (The daily rate shall be five dollars ninety-four cents (\$5.94) effective April 16, 1988.)
- 11.10** 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 six dollars and seventy-eight cents (\$6.781 per hour effective April 16, 1988).
- 11.11** Should any Company utilize their packing vessels or tenders in freighting, the crew members of such vessels shall receive six dollars and seventy-eight cents (\$6.78) per hour effective April 16, 1988, 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 six dollars and seventy-eight cents (\$6.78) per hour effective April 16, 1988, for loading and discharging cargo during this period.

- 11.12 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 eight dollars and eighty-two cents (**\$8.82**) per ton effective April 16, 1988 for unloading such cargo, the total amount to be divided equally amongst the crew.
- 11.13 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 eight dollars and eighty-two cents (**\$8.82**) effective April 16, 1988, 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 eight dollars and eighty-two cents (**\$8.82**) per ton effective April 16, 1988 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 (**\$3.00**) per ton, to be divided equally amongst that crew. Effective April 16, 1988.
- 11.14 Where a tender crew is required to unload ice, the crew shall receive seven dollars and forty-eight cents (**\$7.48**) per ton, effective April 16, 1988 for each ton of ice so unloaded.
- 11.15 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 six dollars and seventy-eight cents (**\$6.78**) per hour effective April 16, 1988, for each hour so employed in addition to his regular rate of pay.
- 11.16 When tendermen are required to tow barges, camps, or scows, each crew member shall be paid a supplementary rate of eleven dollars and ninety cent (**\$11.90**) effective April 16, 1988 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 Brotherhood and the Company for final disposition.

- 11.17(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 periods.
- (b)** Under no circumstances shall a vessel be underway with a watch that has less than six **(6)** hours of consecutive 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 rationalisation 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.

ARTICLE 13 - STATUTORY HOLIDAYS

13.02 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, he shall receive an additional day's pay.

| | | |
|----------------|------------------|-----------------|
| New Year's Day | Dominion Day | Remembrance Day |
| Good Friday | B.C. Day | Christmas Day |
| Easter Monday | Labour Day | Boxing Day |
| Empire Day | Thanksgiving Day | |

13.02 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.

ARTICLE 14 - M.S.P.

14.01 The contract currently held by the companies 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 companies 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 the Agreement for a minimum of five (5) calendar months during the two (2) year period immediately preceding his date of enrolment 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 enrolment.

- 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 enrolment, the Company shall make the following contributions :
- a) If an employee is laid off after four (4) months from his date of enrolment, 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 enrolment, 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 Companies 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 enrolment, the Company shall make the following contributions:
- 15.06.1** If an employee is laid off after four (4) months from his date of enrolment 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 enrolment, 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** Each Company shall pay at the rate of fourteen dollars (\$14.00) per month effective April 16, 1988 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 fourteen dollars (\$14.00) per month added to the wages of that employee. The daily rate shall be one dollar per day effective April 16, 1988 (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 - PENSIONS

- 17.01** The individual Companies signatory hereto agree that they will provide coverage to tendermen under their existing Shoreworkers' Pension Plans in accordance with the conditions stated below.
- 17.02** Enrolment in a Plan will be voluntary for the employee after a qualifying period of either eighty days ~~(80)~~ days' service in one year or sixty ~~(60)~~ days' service in each of two ~~(2)~~ consecutive years, or forty-five ~~(45)~~ days' service in each of three ~~(3)~~ consecutive years with the Company concerned.

For this purpose, a days' service shall be defined as a days' contribution to the United Fishermen's Benefit Fund. Time worked ashore by the employee for the individual Company concerned may be used in computing qualifying periods as set out above in the ratio of one day worked ashore representing three-quarters of a days' service as a tenderman.

- 17.03** An employee joining a Plan shall agree to contribute **5%** of his or her earnings and the individual Company shall contribute an amount sufficient when combined with the employee's contributions, to guarantee to the employee at normal retirement date, an annual pension of **1-1/2%** of his or her total employee earnings on which contributions were made while a member of the Plan.
- 17.04** Individual Company pension plans may be integrated with the Canada Pension Plan. The employee contribution may be reduced to **3.5%** on the annual earnings on which Canada Pension Plan contributions are payable. On earnings over this ceiling established by law for Canada Pension Plan contributions, the rate of contribution to the Company Plan shall be **5%**. The individual Company shall contribute an amount, sufficient when combined with the employee's contribution to guarantee to the employee at the normal retirement date an annual pension of **1.05%** of earnings, upon which **3.5%** contributions were made and **1.5%** of earnings upon which **5%** contributions were made.
- 17.05** Each Company's pension plan will have (as a minimum) contingent vesting of the Company's contribution in the **11th** year after enrolment with equal progressive annual increases until full vesting is reached after **20** years. This vesting of the Company's contributions will be contingent upon the employee leaving his contributions in the plan towards a paid-up pension at a normal pension age.

ARTICLE 18 - PENSION PLAN TRUST FUND

- 18.01** A Union Pension Plan Trust Fund shall be established and each company signatory to this Agreement shall pay into the Pension Trust Fund at the rate of five cents ~~(\$.05)~~ per hour, multiplied by twelve hours to arrive at the daily rate of sixty cents ~~(\$.60)~~ per day on behalf of each tenderman employee.

ARTICLE 19 - BEREAVEMENT

- 19.01 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 20 - JURY DUTY

- 20.01 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 21 - CONDITIONS OF VESSELS

- 21.01 The Companies undertake 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.
- 21.02 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 Brotherhood Headquarters who will examine the vessel and take such disciplinary measures to the crew as it is felt necessary.

ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.01 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 Brotherhood nor shall there be any lockouts on the part of the Company until the grievance procedure outlined has been complied with.
- 22.02 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 Brotherhood representative if they wish to do so.
- 22.03 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 Brotherhood's Business Agent and/or a full time Brotherhood 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 Brotherhood's Grievance Committee and/or full time representatives of the Brotherhood 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 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).

22.04 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 23 - TECHNOLOGICAL CHANGE

23.01 The Company shall give the Brotherhood 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 Brotherhood in training and retraining such employees.

ARTICLE 24 - TERMINATION AND REVISION

24.01 The Agreement shall be in full force and effect from April 16, 1988 to April 15, 1989. All rates and conditions set forth in this Agreement are effective from and including April 16, 1988 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 15, 1989 prior to April 15th 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 _____ DAY OF _____, 1988.

FISH PROCESSORS' BARGAINING ASSOCIATION
ASSOCIATION OF BRITISH COLUMBIA

NATIVE BROTHERHOOD OF BRITISH
COLUMBIA

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

MEMORANDUM OF AGREEMENT

1988 HERRING ROE FISHERY

It is agreed that Tendermen employed on vessels engaged in packing and collecting operations in the herring roe fishery shall be engaged under the following conditions:

1. The Tendermen's Agreement 1988 shall be applied to cover **Tendermen** employed on all vessels used by the Companies for packing and collecting herring and for any subsidiary work required of such vessels relative to the herring roe fishery.
2. In addition, all tendermen so engaged between February 26, 1988 and April 15, 1988 shall be paid the 1988 increased daily wage rates, bonuses for certified personnel, board allowance, supplementary wage rates, vacation pay, statutory holidays and welfare fund payments: and all Tendermen so engaged in the 1989 herring roe fishery be credited for the period February 26, 1989 and April 15, 1989 with increased daily wage rates, bonuses for certified personnel, board allowance, supplementary wage rates, vacation pay, statutory holidays and welfare fund payments that result from collective bargaining between the Fish Processors' Bargaining Association and the Native **Brotherhood** of British Columbia, for a new **Tendermen's** Agreement to be effective from April 16, 1989 and to be paid within thirty (30) days from the signing date of the 1989 **Tendermen's** Agreement.
3. All pump boats and pump-equipped tender boats shall have a minimum crew complement of four (4) men during the roe herring fishery.
4. Where a tender crew is required by the Company to unload herring from their vessel, other than at a processing plant or unloading facility where an unloading crew is provided, all herring so unloaded shall be paid for at the rate of three dollars and six cents (\$3.06) per ton in addition to their regular rate of pay, to be divided equally amongst the crew engaged. This clause shall not **apply** to any crews engaged on unloading facilities ashore or afloat.
5. Tendermen who so desire may receive advances on their retroactive wages equivalent to a rate of eight dollars and forty-one cents (\$8.41) per day worked.
6. During the life of this Memorandum of Agreement, there shall be no stoppage of work or **strike** on the part of the Brotherhood or its members nor shall there be any lock-out on the part of the Company.
7. The Parties to this Memorandum of Agreement agree to the formation of a joint committee whose purpose shall be to consider matters peculiar to the Roe Herring Fishery. The joint committee shall consist of equal numbers of members appointed by each party. The joint committee shall begin meetings prior to January 10, 1989 Any matters considered by the Joint Committee that remain unresolved by

February 21, 1989 may be referred by either party to a third party, and the decisions or recommendations of the third party may be binding on the Parties to this Memorandum of Agreement, if it is mutually agreed by the Parties that such decision or recommendations shall be binding.

8. The Parties agree that this Memorandum of Agreement is without prejudice to future negotiations.
9. This Memorandum of Agreement shall be in full force and effect from April 16, 1988 until the termination of the 1989 Roe Herring Fishery.

SIGNED AT VANCOUVER THIS _____ DAY OF _____, 1988.

FISH PROCESSORS' BARGAINING
ASSOCIATION OF BRITISH COLUMBIA

NATIVE BROTHERHOOD OF BRITISH COLUMBIA

REPRESENTING:

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

MEMORANDUM OF UNDERSTANDING

PENSION PLAN

The Parties agree that the Trust Fund provided for in Article **20.08** of the **1986/87 Master** Agreement shall be liquidated and the accumulated funds, together with interest thereon, shall be converted to the Pension Trust **Fund**.

Each Company signatory to this Agreement shall pay into the Pension Trust **Fund** at the rate of thirteen cents (**\$0.13**) per straight time hour worked per employee.

The reserves of the Pension Trust Fund may be used in part and within reason, for an actuarial and demographic study by the Union and the Association equally to determine the various options for retirement benefits and the cost thereof.

Signed and dated in Vancouver, B.C. this day of ,**1988**

FISH PROCESSORS' BARGAINING
ASSOCIATION OF BRITISH COLUMBIA

NATIVE BROTHERHOOD OF
BRITISH COLUMBIA

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

