

ROE HERRING FISHING AGREEMENT

SOURCE	Assoe.	
EFF.	89	03/13
TERM.	89.12.31	
No. OF EMPLOYEES	2	
NOMBRE EMPLOYES	2	

This Agreement entered into between the United Fishermen and Allied Workers' Union and the member Companies of the Fish Processors' Bargaining Association of B.C. signatory to this Agreement, covers prices, wages and working conditions for herring fishing.

IT IS HEREIN MUTUALLY AGREED AS FOLLOWS:

- 1.) The operators party to this Agreement agree to recognize the Union as the representative of all crews on vessels engaged in the herring operation who are members of the Union and who have designated the Union as their authorized representative.
- 2.) **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 shall furnish to the Union a list of fishermen employed during each season under this Agreement. All payments and lists from the start of the roe herring season to June 30th shall be forwarded to the Union not 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.
- 3.) Medical Plan Premiums
 - a) **It** is agreed that each Company shall pay to each fisherman an amount equal to 50% of the monthly premium of the B.C. Medical Plan for each month, or part month, each fisherman is employed in the operation.
 - b) In addition, upon termination of the operation each Company shall pay to each fisherman an amount equal to 50% of the B.C. Medical Premium for one additional month for each month or part month the crew member was employed in the operation.
- 4.)
 - a) The minimum price to be paid to fishermen for catching and delivering roe herring shall be six hundred and ninety dollars (\$690.00) per green ton, effective from the opening of the roe herring fishery until the 1989 roe herring fishery is closed by the Department of Fisheries & Oceans for all herring caught and delivered.
 - b) **It** is understood that each Company shall assume the risk on behalf of the crew for all herring loaded aboard seiners which deliver to that Company or other vessels used by that Company in transportation to the plants. In the event a seiner or other vessel sinks and the herring cargo is lost, the Company shall **be** responsible for payment of the crew share.
 - c) **If** in any working unit or pool there are not more than eight (8) fishermen's shares for each seine boat, then the value of each fisherman's share shall be determined by dividing six hundred and ninety dollars (\$690.00) by the number of fishermen in the pool.

Should any individual Company make an upward adjustment of the price contained in Section 4(a) then the value of each fisherman's share in that working unit or pool shall be determined by dividing the higher price by the number of fishermen in the working unit or pool. It is understood that this upward price adjustment may only be applicable to a specific location or locations for specific time periods.

- d) A fisherman's share shall not be less than eighty-six dollars (\$86.00) (i.e. the equivalent of six hundred and ninety dollars (\$690.00) divided by eight (8) shares.)

If the number of shares per seine boat in any working unit exceeds eight (8) payment of additional shares in the unit shall be to the account of the Company, provided such additional shares have been authorized by the Company.

- e) The following rules shall govern the payment of shares to vessels working shorthanded. It is understood that these rules shall not alter the provisions of Section 14 of this Agreement.

i) Where one or more men are off a vessel on account of accident, illness or compassionate grounds, the share or shares shall continue to be paid to such persons for a period of seven (7) days provided both the Captain and the crew are satisfied the leave is necessary. Where a replacement must be made prior to the expiration of the seven (7) day period (notwithstanding willingness of the crew concerned to perform extraordinary work) to ensure proper safety and efficient performance of the work involved, the share shall be paid to the person off the vessel only up to the date of replacement.

ii) By mutual agreement, the Captain and the crew shall have the right to extend compassionate leave beyond the period of seven (7) days. When compassionate leave is terminated, the Captain shall request a replacement from the Company and the boat delegate shall immediately notify the Union. Where a replacement is not immediately available, the share shall be paid to the crew of the vessel concerned. Failure of the Captain to request a replacement or to renew such request every week or failure of the boat delegate to notify the Union shall result in the share being paid to the United Fishermen's Benefit Fund.

iii) Where one or more men are off a vessel for reasons other than accident, illness or compassionate leave, the Captain shall request a replacement from the Company and the boat delegate shall immediately notify the Union. Failure of the Captain to request a replacement and to renew such request weekly or failure of the boat delegate to notify the Union shall result in the share being paid into the United Fishermen's Benefit Fund. Where a replacement has not been made despite requests for same, the share shall be paid to the crew of the vessel concerned.

- iv The reports referred to in Section (10) of this Agreement shall carry notations indicating where men are off vessels and the period this applied.
 - v Any abuses or grievances under this clause shall be reported to the Union or the Company and shall be referred to a committee representing an equal number of Company and Union representatives and majority decisions of this committee will be final in all cases.
- (f) Each Company will advise the Union in writing of the names of herring seine vessels and the names of herring seine skippers to be employed by the Company prior to their departure for the grounds and shall supply the foregoing information in writing to the Union prior to March 16, 1989 or prior to the commencement of any further herring operations under this Agreement. In the event any seine boats are replaced during the season, the skipper and crew shall be transferred to the replacement vessel. The Company will advise the Union in writing of all replacements or other changes during the season.

- 5.) It is mutually agreed that the operators shall give full priority rights in unloading and processing at their various plants to fish caught by the Company's own gear.

Where the Companies are pooling their production through a minimum number of plants, the unloading shall be on the basis of first come first served. Proper advance notice shall be given when a pooling arrangement is made and prior to its termination.

- 6.) On all table seine boats manned by members of the Union, eight (8) men shall be employed. On all drum seine boats using a power skiff, a minimum of six (6) men shall be employed. When power skiffs are not used with drum seine boats, the crew may be reduced by one.

Exceptions to the foregoing may be made by the Union where accommodation aboard a seine vessel prevents use of a full crew complement, in which cases the Union shall notify the Company(ies) of such exception in writing.

- 7.) Engineers on herring seine boats are to receive a bonus of fifty (\$50.00) dollars per month during the fishing season.
- 8.) Under this Agreement, a ton shall be 2,000 lbs. of green herring. All herring shall be weighed at the time of unloading from the seiners except that in the event the Company provides packers or barges to transport herring from the seine boats on the grounds to the plants for any seine units or pools, then the weighing shall take place at the time of unloading the packers or barges at the plant. In the event packers or barges are used to receive herring at one plant to be transported to another plant, the herring shall be weighed at time of delivery to such packers or barges. It shall be the responsibility of the Company to provide unloading crews except where herring is transferred from the fishing vessel to a packer or barge on the grounds.

- 9.) **It** is mutually agreed that the use of packers or barges or any other vessel for the transportation of herring from the seiners to the plant is at the sole discretion of the Companies. Except for herring seine vessels which the Company has provided written notice to the Union in accordance with Clause 4(e), all vessels authorized by the Company for transportation of herring shall be classified as packers or barges and the cost of these vessels and payment of crews shall be to the cost of the Company. There shall be no other arrangements regarding division of catch or use of packers between the Companies and the owners or Captains of seiners or other vessels unless such arrangements have been approved by the Union and the Company has been notified of such approval in writing by the Union. This shall not apply to pooling arrangements between seine boats on the grounds.
- 10.) Each Company will do everything possible to furnish regular reports weekly and undertakes to supply such reports at least once monthly to the crews of all vessels. These reports shall list the names of all seiners engaged in the Company's herring operations. Where possible, these reports shall list the number of men employed on each vessel and shall indicate any pooling arrangements which are in existence. These reports shall list the daily deliveries of herring showing where the herring was caught, where **it** was delivered, the name of the vessel making delivery and the tonnage landed. These reports shall also list the tonnage of herring lost at sea. These reports shall indicate the number of tons used for reduction and the number of tons used for other purposes. A copy of each report shall also be forwarded to the Union.
- 11.) **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.
- 12.) **It** is agreed that all vessels shall be supplied with a proper receipt when herring deliveries are made. This receipt shall show the number of tons landed by the vessel and shall be given to the skipper of the vessel following each delivery.
- In the event a seiner or herring vessel sinks and the herring cargo is lost, the receipt shall be issued on the basis of the tonnage hailed by the Captain or crew member acting in his place.
- 13.) **It** is agreed that the Companies shall supply all fuel and operating equipment and expenses in accordance with past practice on all vessels engaged in the herring operation. **No** crew members shall be asked by the Company to make written or verbal agreements covering rental or purchase of boat equipment on the crew's settlement.
- 14.) a) The Company shall be solely responsible for the choosing of skippers for all vessels.
- b) The Company shall be solely responsible for the selection of Engineers

and may hire engineers directly or delegate such hiring to the skippers subject to Company approval.

- c) Skippers shall have the right to hire and discharge crew members. Wherever possible, such men are to be selected from men who have been employed on boats owned or operated by the Company or who have fished for the Company. Preferential consideration shall be given to the Union members, where ability, experience and compatibility for the particular job are equal.
 - d) Companies agree that Captains will be instructed to inform their crew members in advance of any proposed pooling arrangements. No vessel shall be required to enter a pool without consent of the majority in a secret ballot vote of the Captain and crew.
 - e) Any dispute arising out of this clause which cannot be settled by the Union and the Company shall, within 90 days, unless otherwise mutually agreed to, be referred to a committee of one representative of the Union and one representative of the Operators and one impartial third party satisfactory to both the Union and the Operators, for settlement.
- 15.) The Companies agree to pay the expenses of fishermen for transportation back to the port of hiring when discharged at another port by the Companies or their agents.
- 16.) A medicine chest shall be furnished on all vessels in accordance with the requirements of the Workers' Compensation Board. Each Company shall provide all seine crew members with Workers' Compensation coverage in accordance with Workers' Compensation Board regulations while employed under the terms of this Agreement, inclusive of fishing, loading and unloading, washing, repairing and making up seines or other fishing gear.
- 17.) The Companies agree to maintain at all times adequate lifeboat equipment on all vessels, lifeboat equipment to contain lamps, flares, food and water containers, oil compass, first aid kit, collapsible rubber rafts as obtainable lifebelts and other necessary provisions.
- 18.) 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 representatives as to whether or not the vessel should proceed as instructed, the Captain's decision shall be final.
- 19.) The operators agree to honour Union vouchers signed by herring purse seine fishermen who are members of the Union and who have monies due to them from the operators.
- 20.) 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.

1.) It is agreed by the Companies that there shall be provided at all plants adequate facilities for bathing and washing clothes and that such bathrooms shall be kept clean at all times.

22.) a) Insofar as possible, the Companies undertake to have all herring seines prepared and ready for the crews of seine vessels. Should any crew be required to make up its own seine, the vessel concerned shall be included in the Company pool for the time only they are engaged in making up the seine. All payments due the crew for such work shall be paid to the Company pool concerned.

Any dispute arising from this arrangement between any crew and the Company as to the length of the time spent in making up the seine shall be turned over to the officials of the Union to settle, the Company not being involved in the internal Union arrangement with respect to the individual participants in the pool.

It is further agreed that in the event of any boat breaking down for a period not to exceed seven (7) days due to mechanical or other difficulty beyond the control of the crew, the vessel shall be included in the Company pool for this length of time. Likewise, should there be any dispute arising from this arrangement between the crew and the Company, the matter shall be referred to the officials of the Union to settle.

- b) i The Company agrees that should a seine or seines be put out which have not been relaced or rehung since the previous season, it becomes necessary for the crew to relace or rehang the seine within three (3) weeks of the commencement of that net being fished, the members of the crew that work on the seine shall be paid for such network at rates set out in the Networkers' Agreement. It is further understood that monies for such network shall be paid into the seine pool to which the crew belongs.
- ii The Company agrees 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 straight time rates set out in the Networkers' Agreement. Monies for such work shall be divided equally among the crew of the vessel concerned, it being understood that putting such gear aboard is part of the regular operation and no extra payments be made.
- iii The Union recognizes the responsibility of the seine crew to give proper care to the seine, including necessary repairs, washing and bluestoning of the seine during the season, in accordance with management's instructions. 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 (10) day period. In the event 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 a day specified shall be charged for eight (8) hours work at the regular netman's rates which sum shall be paid to the man taking his place. If there is no replacement, then the sum shall be equally divided amongst the seine crew members who perform the work.

- iv Changes in the depth of herring seines between the end of the winter season and the summer season shall be done at the Companies' expense. The Companies will bear the expense of one change in depth of herring seines during the season. Wherever possible, the Companies shall provide netmen to assist in **repairing** snagged seines. When the Company provides netmen to assist in repairing snagged seines, such labour shall not be charged to crew members.
- 23.) In the case of machinery breakdown or any other conditions, **interferring** with the operations of a cannery or reduction plant, this Agreement shall immediately be held in abeyance insofar as **it** pertains to the individual cannery or reduction plant so non-operating. With the cannery or reduction plant again resuming operation, all terms and conditions of this Agreement shall be immediately reinstated.
- 24.) a) **If**, in the opinion of the fishermen, spawning conditions in any area make **it** undesirable in the interest of conservation to continue operations, Union Headquarters and the Operators shall be informed and **if** mutually agreed, joint representations shall be made to the Department of Fisheries & Oceans, or **if** mutual agreement is not reached, the fishermen shall have the right to make their own individual representation to the Fisheries Service.
- b) Except as required under fishery regulations established by the Department of Fisheries & Oceans, neither the Company nor the Technician aboard a vessel shall order seiner Captains and crews to release herring in any area while engaged in the roe fishery unless the tests made by the technician or designated Company representative prior to drying up reveals the mature roe recovery rate to be less than 9%.
- c) **It** is understood and agreed that insofar as **it** is practicable, test fishing shall be shared equally by the fleet. To that end, the Companies shall rotate test fishing amongst single vessels and pools having in mind the variation in the size of the pools.
- 25.) This Agreement is subject to the reservation that the Operators reserve the right individually to cease operations at any time when deemed necessary and thereby are released from their obligations herein while closed down except that not less than forty-eight (**48**) hours' notice be given to the Union at its Headquarters in Vancouver, **B. C.**

~his Agreement is effective from the signing date hereunder 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, 1989 or December 31 of any subsequent year. If such notice to reopen is given, negotiations shall commence immediately and fishing will continue under the terms of this Agreement provided that, effective noon, December 31, 1989, or noon December 31 of any subsequent year immediately following said notice, Tither parties shall be free to terminate or suspend herring fishing operations.

This Agreement is hereby mutually signed by the Parties hereto this 13 day of MARCH, 1989 on behalf of:

FISH PROCESSORS' BARGAINING ASSOCIATION OF B.C.

UNITED FISHERMEN AND ALLIED WORKERS' UNION

[Signature] [Signature]

[Signature] [Signature]
on behalf of:

BRITISH COLUMBIA PACKERS LIMITED
THE CANADIAN FISHING COMPANY LIMITED
NELSON BROS. FISHERIES LIMITED
J.S. MCMILLAN FISHERIES LTD.
OCEAN FISHERIES LTD.

oteu-15