

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN FISHING COMPANY**

**AND**

**UNITED FISHERMEN AND  
ALLIED WORKERS' UNION-CAW**

**APRIL 16, 2009 – APRIL 15, 2013**

# SHOREWORKERS COLLECTIVE AGREEMENT

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## **PREAMBLE**

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THIS AGREEMENT is entered into between Canadian Fishing Company, the party of the First Part, hereinafter referred to as the Company (or operator), and the United Fishermen and Allied Workers' Union/CAW, the Party of the Second Part, hereinafter referred to as the Union.

WHEREAS: It is the intent and purpose of the Parties hereto that this agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and equitable disposition of grievances and to eliminate interruptions of work and interference's with the proper operations of the Company's business, and to maintain mutually satisfactory working conditions, hours and wages for the employees covered by this Agreement and the Shoreworker Wage Supplement.

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

## **ARTICLE 1 UNION RECOGNITION**

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- 1.01 The Company shall recognize the Union as the collective bargaining agent for all employees covered under the supplement hereto, and who are engaged in a plant or section of a plant, for which the Union is certified as the bargaining agent and for all employees of any company or unit for whom the Union is not certified but where the Union has been voluntarily recognized.
- 1.02 The Company shall recognize a Shop Steward Committee designated by the Union members at a plant. The Shop Steward Committee shall consist of a representative from each of the departments covered under the Supplements hereto in the particular operation plus a Chief Shop Steward.
- 1.03 The Union shall advise the Company in writing of the names of members of the Shop Steward Committee.
- 1.04 When hiring help, the Company shall give preference to Union members. To facilitate application of this condition the Union shall, from time to time, submit to the Companies a list of unemployed Union members with details of their experience.

## **ARTICLE 2 UNION MEMBERSHIP**

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- 2.01 Membership in the Union shall be on a voluntary basis.
- 2.02 Any employee who is not a member of the Union may be admitted into the Union on application and payment to the Union of such initiation fees as is provided by the constitution of the Union.
- 2.03 All employees who are now members of the Union and all employees who become members of the Union shall maintain their membership during the term of this Agreement as a condition of employment. Maintenance of membership as a condition of employment shall be restricted to the payment or cash offer of payment of dues.
- 2.04 Any employee shall have the right of withdrawing from the Union during the thirty (30) day period; April 30 to May 30 in any year, provided notification of intention to withdraw is given to the Union in writing during this period.

## **ARTICLE 3 CHECK-OFF**

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- 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 bi-weekly dues of the Union or the membership dues of the Brotherhood, as the case may be. Such dues shall not include initiation fees or special assessments of any description.

- 3.01.1 A Native employee who assigns dues to the Union shall not revoke that assignment except by notification in writing, to the Union, within the thirty (30) day period between April 30 to May 30 in any year.
- 3.01.2 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 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 Union dues deducted by the Company and forwarded to the Union. 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.
- 3.03 The company agrees to give directions to plants that the union be given an opportunity to participate in any new employee orientations. The Company will give as much notice as practicable to the designated Union representative, with not less than one hour notice, to give the Union enough time to arrange for a Union representative or shop steward to speak to the new hires regarding the check off union dues and other union information. If the Company hires an individual and has not given the Union proper notice to speak to the new hire at an orientation session, the company will call the employee to meet with the Union on Company time within the first 3 working days of employment. Such meeting will require the employee to be absent from the plant floor for no longer than 15 minutes of paid time.
- 3.04 The amount of monies deducted shall be remitted to the Union Headquarters during the four (4) week period following every second bi-weekly payroll period, with the exception that in the case of any Native employees who have signed authorizations to pay dues to the Brotherhood, such deductions shall be remitted to Headquarters of the Native Brotherhood of British Columbia.
- 3.05 The Company remittance to the Headquarters of each organization shall be accompanied with a full list showing names of all employees for whom deductions have been made whether to the Union or the Brotherhood and the individual amount of the deduction. Two (2) copies of such list shall also be given each month to the Chief Shop Steward in each Plant.
- 3.06 The Companies agree to give direction to plants that the union be given an opportunity to participate in any new employee orientation and to talk to new hires in the plant regarding the check-off of union dues and other union information. Process to be worked out at plant level.

## **ARTICLE 4**

### **MUTUAL INTEREST**

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- 4.01 The Management and the operation of and the direction and promotion of working forces is vested exclusively in the management, provided, however, that this will not be used for purposes of discrimination against employees. The employer shall have the right to select its employees and to discipline or discharge them for proper cause.
- 4.02 The Company shall acquaint plant management with the terms and condition of this Agreement, and the Company's responsibilities thereunder. There shall be no discrimination, interference, restraint, or coercion exercised or practiced by the Company or by any of its representatives. The Companies agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of membership or activity in the Union.
- 4.03 Just as the Shop Stewards have the right of protesting unfair practices by Management with the view of correcting same, Management has the equal right of protesting any practices of employees which hampers productivity and efficiency to the Shop Steward Committee in the interest of effecting a correction.
- 4.04 Neither the Company, superintendent in charge, or any agent or employee of the Company, nor the Union or any delegates of the Union, has the power or authority to change the provisions of this Agreement or the Supplementary Schedules hereto.
- 4.05 No employee covered by this Agreement shall be asked to make written or verbal agreements with the Company covering hours of work, wages, or working conditions during the term of this Agreement, unless such individual agreement is approved by the majority of the Union members in the plant and the Executive Board of the Union.

- 4.06 The principle of supervisory personnel (other than charge hands) not doing work coming within the duties of named classifications shall be recognized. At certain small operations or departments where it has been customary for supervisors to do bench and floor work as part of their duties, present practice shall continue. Any abuse of present practice in small operations or any use of supervisory personnel in large operations for bench and floor work, except in case of emergency or for instruction purposes, may be considered cause for grievances.
- 4.07 The Union agrees to support the requirements of the Company that all Union employees shall perform, to the best of their individual abilities, the assigned work as directed by the Company management and will make certain that all Shop Steward Committees are fully aware of the terms and conditions of this Agreement and the employee's responsibilities thereunder. Further, the Union recognizes the importance and need for high productivity on the part of the employees consistent with the terms and conditions of this Agreement, and that all Shop Stewards, without assuming or being asked to assume any of the responsibilities which properly rest with management, will cooperate with management to this end.
- 4.08 There will be no Union activity during working hours except that which is necessary in connection with enforcement of this Agreement.
- 4.09 The Shop Steward Committee shall cooperate with and assist the management in the maintenance of Company fire, safety and sanitary regulations.
- 4.10 In conformity with the Workers' Compensation Act, a Safety Committee shall be organized and shall be comprised in part by employee representatives from and selected by the Shop Steward Committee. Where an employee is not working, but is a member of the Safety Committee, the employee shall be paid a maximum of two hours pay at their usual rate if they attend the meeting.
- 4.11 At all plants a Bulletin Board shall be placed in a conspicuous place and the plant Shop Stewards shall be permitted to use same for posting Union notices.
- 4.12 Employees will have access to view the contents of their personnel file within twenty-four hours of providing written notice.

## **ARTICLE 5**

### **SENIORITY**

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- 5.01 Fundamentally, rules respecting seniority are designed to provide to employees an equitable measure of security based on length of service with the Company.
- 5.02 **Definitions**
  - 5.02.1 **Regular Employees**
    - a) Employees shall be considered "Regular" employees after having completed their probationary period.
    - b) Employees who have gained the status of regular shall have their service times computed from the time of hiring subject to the provisions of 5.04.3.
    - c) Seniority rights of employees shall be cancelled in the event they quit the employ of the Company or are discharged for just cause.
    - d) Seniority rights of regular employees shall accumulate from year to year for each Plant by department or occupational groups as established by the Plant Seniority Plan.
  - 5.02.2 **Probationary Employees**
    - a) New employees shall be considered "Probationary" for the first 400 hours worked. During the probationary period, they must be available and report for all work as required. Accumulated hours toward seniority shall be cancelled in the event an employee is unavailable for work, quits, or is discharged, for just cause.
    - b) This probationary period is to afford the Company an opportunity to evaluate the employee's overall performance on the job and assess their capabilities to perform the work.
    - c) Probationary employees who do not establish regular seniority status by season's end will have their names and total hours worked carried forward to the following season.



- d) In any question raised upon termination of a probationary employee, the Union will recognize the difference in assessment and criteria between probationary and regular employees.

#### **5.02.3 Seasonal Employees**

Employees who are not available for work except seasonally because of their attending school or other valid reasons acceptable to the Company shall be considered as "Seasonal" employees.

#### **5.03 General Provisions Affecting Regular Seniority**

- 5.03.1 Seniority rights of any employee shall be confined to the particular classification under which same is acquired except that when special cases arise they shall be decided by the Management and Shop Steward Committee at the particular plant concerned, or should this prove impractical, by consultation between the Company and the Headquarters of the Union.
- 5.03.2 All hiring at the commencement of operations shall be on the basis of preferences to those employees who have the greatest length of service consistent with the provisions herein.
- 5.03.3 During the slack periods, employees with the greatest length of service at the plant in the department or occupational group concerned shall be given preference in lay-off and at the termination of such slack period shall be given preference in hiring, providing they are competent and willing to accept such work as is available.
- 5.03.4 Regular employees shall be called to work in their order of seniority whenever there is work available for them whether during or between major operating seasons. Prior to major operating seasons, employees should communicate with the Company on or about a specified date to advise of their availability for continued employment. The Company shall nevertheless contact all employees whose names appear on the seniority list by telephone when work is available. Employees who cannot be contacted by telephone shall be notified by letter and if they fail to communicate promptly with the Company, their seniority rights shall be cancelled.

#### **5.04 General Provisions Affecting Non-Regular Seniority**

- 5.04.1 Lists of employees who have not qualified for regular seniority standing will be maintained by the Company in order of date employed. Revised copies of such lists will be made available to the Chief Shop Steward prior to the herring roe and salmon seasons of each year. Such seniority lists will form the basis for call-outs of probationary employees after all employees on the regular seniority lists have been called out.
- 5.04.2 Seasonal employees will have their names carried forward on call-outs lists to the next season provided that they work to a specified date prior to Labour Day each salmon season and are available for work by a specified date at the beginning of the next salmon season, both dates to be named by the Company. These dates may vary at a plant dependent upon the department where the employee's name is listed.
- 5.04.3 Seasonal employees who become available full-time and therefore eligible for regular employee status will receive, provided they have worked 400 hours in total, such revised seniority standing at the end of the season in which they become available full-time, and their date of seniority would be the commencement of such current period of employment. Their names shall be placed on the regular seniority list immediately following the name of the last regular employee listed thereon and ahead of all probationary employees.

#### **5.05 Job Vacancies**

- 5.05.1 When openings for promotions or when vacancies for classified or preferential jobs occur, they shall be posted by the Company. The choice of employees to fill such positions shall be made on the basis of skill, ability and seniority with seniority to be the prime factor when skill and ability of candidates are equal. "Preferential" employment is defined, among other things, as those jobs preferred by senior employees.
- 5.05.2 Should any operation be expanded or new operations be commenced as part of an existing operation the Management of the plant concerned shall discuss with the Shop Steward Committee the method to be used in filling the job opportunities so created.

5.05.3 When jobs are posted in accordance with Article 5.05.1, the posting shall be done in a conspicuous place on a notice board provided exclusively for this purpose. Where possible, postings shall remain on the notice board for a minimum period of two weeks and be displayed at a time of the year or in season to enable all employees to know that particular jobs are posted and applications are being solicited.

#### **5.06 Plant Seniority Plans**

5.06.1 In recognition of the differing problems which arise in separate plants on seniority and the desire of both Parties to have seniority applied in a way which is reasonable, fair and understandable, encouragement shall be given to the working out of plant seniority plans, and such plans when mutually agreed upon shall be considered as part of this Master Agreement. Such plant plans shall not necessarily set a precedent either for another plant or the Industry as a whole.

5.06.2 Meetings to discuss plant seniority plans either in the way of amendment of an existing plan or for drafting a plan of coverage for the plant (or portion of the plant) shall be held at the request of either Management or Shop Steward Committee.

5.06.3 During discussion and negotiation of plant seniority plans, every effort shall be made by both parties, subject to proper consideration of overall problems, and to peculiar problems which may exist in the plant to include as many employees and classifications as possible in each seniority grouping to the end that as few seniority groupings as practicably possible are instituted.

5.06.4 During discussion of plant seniority plans the question of seniority determining the order of call-out for overtime work, should such problems exist in a plant, shall also be discussed. Call-out for overtime shall be on a basis equitable to the members of the regular crew, capable of doing the work required. Any unjustified deviation from this practice or any problem arising on overtime call-out shall be discussed between Shop Steward Committee and Management.

#### **5.07 Plant Seniority Lists**

5.07.1 The Company shall prepare and maintain seniority lists for each plant on the basis of the conditions as set forth in this article. The plant seniority lists shall provide the basis for lay-offs and hiring whether of a sporadic or seasonal nature, subject to the conditions of this article. The lists shall be amended as new employees qualify for seniority and as employees are dropped from seniority listing. Should mistakes or discrepancies occur in such lists, such mistakes or discrepancies shall be discussed between the Shop Steward Committee and the Management with a view to correcting same.

5.07.2 The plant seniority lists shall be available to the Shop Steward Committee or Headquarters of the Union upon request and shall also be posted in a conspicuous place in the plant.

#### **5.08 Transfers**

5.08.1 When an employee is transferred permanently from one group or department or plant to another, the employees' seniority shall also be immediately transferred.

5.08.2 In the case of temporary non-compulsory transfers from one group or department or plant to another, the employee's seniority will not be transferred until 400 hours have been worked in the operation into which the employee is transferred.

5.08.3 In the case of temporary non-compulsory transfers, the employee shall retain his or her seniority in the original group, department or plant. After qualifying the employee will also be listed on the seniority list of the group, department or plant transferred to with "temporary" being placed after the employee's name. An employee shall retain such temporary seniority listing only in the last group, department or plant, in which same was attained. Upon returning to the original group, department or plant, the employee's temporary listing shall be discontinued six months after return.

5.08.4 No employees shall be transferred from one plant to another without the employee's consent, except in the event that a specific classification is required and an employee in that classification can be spared from another operation within the Company, then the employee may be transferred without consent, provided the employee's seniority is retained in the original plant. In the case of such temporary compulsory transfers from one plant to another seniority will be immediately transferred.

5.08.5 The individual involved in such compulsory transfer may be returned to the employee's "Home Plant" as soon as the circumstances requiring the transfer have been overcome, and/or within a maximum period of six months from the time of transfer and/or at the end of the season. Compulsory transfers shall not subject the individual transferee to a lesser period of employment during the year than the employee would have received if not transferred.

#### **5.09 Leave of Absence**

- 5.09.1 Unless otherwise noted, provisions for leave of absence apply to regular employees only.
- 5.09.2 Seniority rights of employees shall not be affected if inability to report to work arises from sickness or from reasons acceptable to the Company. Absence for reasons other than sickness, if for a period in excess of one week, must be covered under the following leave of absence conditions.
- 5.09.3 Employees who for good and sufficient cause require a leave of absence shall be granted same. Such leave of absence if granted shall be for a maximum period of one year except under unusual circumstances. There shall be no forfeiture of total seniority unless the employee concerned has not reported back for work by the final date of the leave of absence.
- 5.09.4 All leave of absence, when granted or extended, shall be placed in writing with one copy to be provided to the Chief Shop Steward and one to be retained by the Company. Approved leaves shall list the starting date and expected return date and state the general reasons for the leave.
- 5.09.5 Time spent on non-medical leave of absence shall not be considered in the calculation of the employee's total seniority except when the total leave of absence in a year, commencing with the date of the first leave of absence in a 12 month period is for three months or less.
- 5.09.6 The Company may grant leave of absence to those employees who for reasons beyond their control cannot commence work on the date set, but who, nevertheless, wish to return to their jobs as soon as possible. Employees granted such leave of absence shall be placed first on the list for rehiring. Once they have recommenced their employment they shall return to their place on the seniority list as determined by their full service with the Company in the occupational group or department concerned.
- 5.09.7 The upgrading of skills and technical courses, whether related to an employee's classification or not, shall be deemed just and sufficient cause for the granting of a leave of absence without pay to regular employees. Such leave of absence will not exceed one (1) year in length. An employee granted leave of absence under this article shall suffer no loss of seniority for such leave.
- 5.09.8 Appointment or election to a Union position shall be considered good and sufficient cause for granting leave of absence. Employees appointed or elected to a Union position shall suffer no loss of seniority and time spent on leave of absence shall be included in the calculation of total seniority. After one year's leave of absence the employee must apply for renewal of such leave of absence or seniority rights are cancelled.
- 5.09.9 A leave of absence will not be granted to probationary employees for reasons other than sickness or pregnancy. Seniority will not accumulate for time spent on sick or maternity leave by probationary employees. Maternity leaves of absence are not to exceed one year, except under special circumstances acceptable to the Company.
- 5.09.10 Upon the Union's request, the Company will keep employees on the Company payroll while on short term Union business and the Union will reimburse the Company for such costs.

#### **5.10 Resolution of Dispute**

Any dispute in regard to Article 5, Seniority, which cannot be settled in discussions between Management and the Shop Steward Committee at the plant or between Headquarters of the Union and the Company, shall be dealt with under the Grievance Procedure herein.

## **ARTICLE 6 WORKING CONDITIONS**

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6.01 Employees when not doing work covered by their own classifications shall do such work as instructed by management.

## **Relief Periods**

- 6.02 A relief period of fifteen minutes in the morning and fifteen minutes in the afternoon shall be allowed to all employees without pay deductions, such rest periods to be as close to 10:00 a.m. and 3:00 p.m. as possible unless otherwise mutually agreed. Consideration should be given to advancing the first relief period of sections of a department in the event of an early call-out.
- 6.03 Should overtime be worked a similar rest period shall be allowed two (2) hours after commencement of overtime providing the work to be done cannot be completed in two and one half (2-1/2) hours or less.
- 6.04 Where there is a continuous shift operation, there shall be no interruption of production and there shall be no remuneration in lieu of relief periods.
- 6.05 If emergency conditions arise which are beyond the control of the Company, the Management may vary the time at which the rest period is usually taken. Any abuse of this Article by either Party shall be subject to corrective action by the Shop Steward Committee and/or the Management.

## **6.06 Cooling Off Periods**

When cold storage employees are required to load railway cars or trucks or to do other heavy work outside of cold storage, those who have been so occupied shall be allowed an adequate period to cool off before being required to re-enter low temperature rooms. In determining the length of the cooling off period it is agreed employees should not go into low temperatures when they are still damp with perspiration nor should they be required to enter cold storage if their clothes are wet.

## **Meal Periods**

- 6.07 No employee shall be required to work over five hours in any one shift without being relieved for meals except where by mutual consent between the employees and the Company management it is found desirable to extend this limitation to process small quantities of fish thus obviating the necessity of returning to work after the meal period.
- 6.08 Time and duration of meal periods shall be arrived at in consultation between the Shop Steward Committee and local management.
- 6.09 When, because of emergency reasons, a meal period less than one-half hour is given, employees shall be paid for such meal periods.
- 6.10 After four (4) hours' overtime have been worked following a supper break on weekdays, a one-half hour meal break shall be given without pay deduction if work is to continue after such break. The Company shall provide sandwiches and coffee without charge to those involved.  
  
In no instance shall the work period be extended beyond four (4) hours without a break for the stated meal period with the exception that on the final day of processing in any particular week the meal period may be waived provided the work remaining can be completed in one-half hour or less.
- 6.11 No meal period shall be set aside as such for Boilerhouse and Refrigeration Plant Engineers who shall work on a straight shift basis.
- 6.12 In order that no interruption will occur while the reduction plant is processing, it is agreed that relief periods and meal periods will be given on a staggered basis with individuals and the crew relieving each other during such periods.

## **Shift Arrangements:**

- 6.13 If it is the intention of Management at any plant to institute night and/or graveyard shifts, the Management shall post, prior to commencement of processing, a schedule of the various alternative nights and/or graveyard shift arrangements contemplated during the season showing the precise regular hours (i.e. starting time, lunch period, quitting time) of all such contemplated shifts. The method to be used in determining the calendar day of night shifts shall also be posted. The first day of the week shall be Monday and first shift of the day shall be the day shift.

Alternative shift arrangements and application of same shall be as follows:

- 6.14 A single night shift when the Company decides on instituting a two shift per twenty-four hours operation (i.e. two twelve-hour shifts). Should the second shift commence processing earlier than its appointed starting time, overtime at the multiple rate of time and one-half shall be paid for all hours worked prior to 7:00 p.m. (prior to 6:00 p.m. for start-up crew) in accordance with Section 7.02.3.
- 6.15 An afternoon and graveyard shift when it is decided to have three shifts per twenty-four hours operation.
- 6.16 The Company may operate on the basis of either an afternoon shift or a graveyard shift in conjunction with a day shift, thus having two shifts per twenty-four hours under the times as stated for the three shifts per twenty-four hour arrangement.
- 6.17 Where a continuous shift arrangement is scheduled in Herring production areas, the Company may operate on two "12-hour" shifts or three "8-hour" shifts.

Where a two "12-hour" shift arrangement is used, two 1/2-hour meal breaks shall be scheduled during each shift without pay. Where meal breaks and rest periods are staggered for each shift by the Company to allow for continuous processing, a penalty equal to the straight time rate shall be paid for such meal breaks. The time taken for meal breaks shall not be included in the calculation of hours worked to determine payment for overtime.

Where a three "8-hour" shift arrangement is used, a 1/2-hour meal break shall be scheduled during each shift and employees shall be paid for same where work continues after such meal break. Meal breaks and rest periods may be staggered for each shift to allow continuous processing.

- 6.18 In stating the starting times, meal periods and quitting times, of the permissible alternative shift arrangements, only one set of times may be established for each shift arrangement and there shall be no variation from such times when the various shifts are used.

Each day the Company will post the shift arrangements to be used the following day and once designated there shall be no change permitted. This restriction shall not apply to reduction operations.

- 6.19 The Company may employ monthly rated employees under the two "12-hour" shifts per twenty-four hour operation arrangement while at the same time employing hourly rated workers under the three shift per twenty-four hour operation arrangement.
- 6.20 The Company shall not be required to apply the same shift arrangement to all sections of what is considered as a full fresh fish or cold storage operation or a full cannery or reduction operation at the same time, and for purposes of interpreting this section, the cannery may be considered as having three sections only, i.e. 1) warehouse, 2) tally dock, 3) all other operations connected with the cannery.
- 6.21 Employees working in Fresh Fish/Cold Storage operations shall not be required to work split or broken shifts, nor shall there be any change or extension of past practices with respect to staggered shifts. Exceptions to this rule may be made to suit individual situations which may arise, but only on the basis of mutual agreement between management and the crew at the particular plant concerned.

### **Engineers and Watch keepers**

- 6.22 Management at each plant in consultation with the employees concerned shall arrange and post a schedule of shifts for such employees.
- 6.23 A staggered system of allowing weekly rest days, or alternatively a system of allowing other days in lieu of Saturday and Sunday as the weekly days of rest may be instituted, such system to be discussed and arranged in consultation between management and employees concerned. The principle of giving consecutive days of rest shall be followed. Where a refrigeration or steam engineer is required to work on a regular weekly day of rest, same shall be paid for as overtime on the basis set forth in "Hours of Work and Overtime" for a Saturday and/or Sunday whichever is applicable.

### **6.24 Ceasing of Cannery Operations**

The Company reserves the right to cease Cannery operations at any time when deemed necessary. Forty-eight hours notice to span two straight time days shall be given to monthly rated employees. When posted in a conspicuous place in the plant, such notice shall serve as individual notice for all employees including those away on authorized absence.

## **ARTICLE 7 HOURS OF WORK AND OVERTIME**

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### **7.01 Regular Starting Time – Quitting Time:**

Subject to Article 7.02.4, the regular starting time of a shift shall be 8:00 a.m., unless there is an agreement between the Company and the crew affected, including a shop steward representative, to start the shift at a time different than 8:00 a.m. Where a different starting time is regularly scheduled at a plant, the call-out time shall continue and the conditions herein shall apply on an equivalent basis.

The regular quitting time of a shift shall be set eight (8) hours from the regular starting time of a shift exclusive of the duration of the lunch break.

### **Overtime Conditions**

7.02 Overtime at the multiple rate of TIME AND ONE HALF shall be paid in the following instances except as provided for in Section 6.23.

7.02.1 For the first three (3) hours worked in excess of eight (8) hours and/or after 6:00 p.m. (or the equivalent to 6:00 p.m. in plants with a regular starting time difference than 8:00 a.m.) Monday to Friday inclusive.

7.02.2 For the first eight (8) hours worked on Saturday or 6:00 p.m., whichever comes first (or the equivalent).

7.02.3 For hours worked prior to 7:00 a.m. (see 7.02.5 for overtime conditions for early call-out of start up crews). Overtime hours in excess of three (3) hours shall be paid at the multiple rate of double time.

7.02.4 The Company shall give its best efforts to begin the shift at the regular starting time under normal circumstances. Departures from normal scheduling should be made by management only after consultation in advance of the call-out decision, with a plant representative designated by the Union who shall be apprised of the reasons and have input into the decision. If necessary, reference can be made to the IIC report of 1991 for guidance (pg. 32/33).

7.02.5 A start-up crew required for work preparatory to processing, but not actually processing, may be called to commence work two (2) hours prior to the regular start time without overtime penalty provided, however, overtime shall be paid for hours worked prior to two (2) hours prior to the regular start time and/or after eight (8) hours straight time have been worked. A maximum of three (3) hours at time and one-half shall be paid on any one day Monday to Friday inclusive. The definition of preparatory work shall be subject to the consultative process outlined in 7.02.4.

7.03 Overtime at the multiple rate of DOUBLE TIME shall be paid in the following instances except as provided for in 6.23.

7.03.1 After three (3) hours overtime have been worked Monday to Friday.

7.03.2 For all hours worked after eight (8) hours or after 6:00 p.m. on Saturday (or the equivalent).

7.03.3 For all hours worked on Sunday.

NOTE: For overtime conditions on Statutory Holidays, refer to Article 9.

### **7.04 General Conditions – Hours of Work**

In the case of an early call-out on weekdays hours prior to 7:00 a.m. (6:00 a.m. for start-up crew preparing for processing) shall be paid for as overtime on the following basis: for the hours worked between 4:00 a.m. and 7:00 a.m. (or 3:00 a.m. to 6:00 a.m. as the case may be) at time and one-half and for hours prior, double time.

Where additional overtime hours are worked after eight (8) hours of straight time, overtime shall be governed by the number of overtime hours worked prior to the regular start time as if such additional overtime hours were a continuation of those worked prior to the starting time so that a maximum of three (3) hours on any week day shall be paid at time and one-half.

7.05 The start time flexibility and the overtime conditions as stated for day shifts shall apply to night and/or graveyard shifts as if such shifts were day shifts and with regular starting and regular quitting times to be as declared and posted under 6.13 except that overtime shall commence after eight (8) hours straight time have been worked or after the equivalent of 6:00 p.m.

- 7.06 The one hour flexibility prior to the regular starting time and the additional one hour for start-up work is to allow performance of necessary preparatory work by certain classifications or groups of employees prior to commencement of actual processing and is not to be construed as permitting operation of a staggered shift. Should processing commence during the one hour prior to the regular starting time of the shift, then the overtime start of 6:00 p.m. of that particular shift shall be advanced accordingly.
- 7.07 An employee called to work earlier than 8:00 a.m. shall not be replaced by another employee to do the same job when the employee who was called early has completed eight hours.
- 7.07.1 The issue of bumping as contained in the IIC Report of 1995 should be referred to the Plant Seniority Committee for consideration and implementation where applicable. If necessary, reference can be made to the IIC Report (pg. 33) for guidance.
- 7.08 Employees shall be allowed at least ten (10) consecutive hours of rest between shifts in each twenty-four (24) hour period. If it is not possible to give ten (10) consecutive hours of rest in any twenty-four (24) hour period, and this condition continues for more than one (1) day in any week, then penalty time at a rate of an extra half time shall be paid to employees for those hours of the ten (10) hours' rest not given each day. This shall apply from the first day in which the ten (10) hours' rest was not received in that particular week. This condition shall not apply to employees when they swing shifts in an operation which is under a swing shift operation such as watchmen.
- 7.09 When an employee has worked into double time hours and work continues to and beyond the regular starting time of the employee's next shift, double time shall continue to be paid until the employee is given a rest break of at least six (6) hours.
- 7.10 Whenever possible, notification of overtime to be worked shall be posted at least two hours prior to the regular quitting time to enable employees to make personal preparations.
- 7.11 **Call-out Procedure – Hourly Rated Employees**
- 7.11.1 Wherever possible, instructions as to when to next report for work shall be given at the end of the shift.
- 7.11.2 If any situation occurs which makes it impossible to notify crew members as outlined under 7.11.1 the Company shall endeavour to notify the employees by telephone or other means as to when to report for work.
- 7.11.3 Should the Company be unable to contact an employee under 7.11.2 a notation will be made of same, and this will be available upon request. The Company shall continue to attempt to contact employees for the next day or next call-out who could not be contacted.
- 7.11.4 Nothing herein shall preclude the right of an employee to telephone the plant to find out if there is work and when to report for work.
- 7.11.5 A phone number at each plant shall be designated by the Company, along with specified hours for use by employees who, for emergency or other reasons, find themselves unable to report for work after being notified to do so.
- 7.12 The principle shall be applied for notifying employees the previous day whether or not they are to report for work. In the event of a call-out for work on the same day, employees with greater seniority shall not be penalized with respect to employment on subsequent days, should they not be available for work the day of the short call-out. If because of the short call-out, employees of lesser seniority are employed, then such employees shall be replaced by the more senior employees, who could not be contacted, the next working day.
- 7.13 Management may require hourly rated employees classified herein to start work later than the regular starting time of the shift in which they are employed and pay shall commence at the time of starting work, subject to the minimum call-out conditions.
- 7.14 **Call-Out Procedures**
- With the exception of the overtime call-out conditions as stated in 7.15 if an employee is notified to report for work and does so, the employee shall receive a minimum of two (2) hours unless the employee actually commences work in which case the minimum time paid shall be four (4) hours. The rate of pay shall be the rate of pay applicable on that day or part day.

For Saturdays, Sundays and Statutory Holidays if an employee is notified to report for work and does so, the employee shall receive four (4) hours pay at the rate applicable.

- 7.15 If an employee is requested to report for work after completion of the regular working day (or shift) and where work continues immediately following a meal break, the employee upon reporting shall receive a minimum of two (2) hours time at the rate applicable.

Wherever possible, meal breaks shall be given immediately upon completion of the regular working day or shift.

If the work can be completed in one hour or less, the Company may extend the regular working day (or shift) a maximum of one hour and the applicable rate shall be paid.

If after extending the regular working day (or shift) it is found that the work which necessitated the extension cannot be completed, a meal break shall be allowed not later than one (1) hour stipulated. The employee upon reporting after the meal break shall receive a minimum of two (2) hours pay at the rate applicable.

Except where work continues immediately following a meal break as provided herein, all other call-outs to work whether straight time or overtime shall be subject to the minimum call-out conditions stated in 7.14 and 7.16 herein.

**7.16 In the case of monthly-rated:**

- 7.16.1 There will be a minimum call-out of two (2) hours at the rate of pay applicable when such occurs after the completion of the regular shift on weekdays.
- 7.16.2 If called out on a Saturday or Sunday or a Statutory Holiday, the employee shall be paid a minimum for the first call-out of four (4) hours at the applicable overtime rate. Should there be further call-outs later in the day; the minimum for each subsequent call-out shall be two (2) hours at the applicable overtime rate.
- 7.16.3 The above need not apply when employees are required to check light plants or have similar responsibilities as part of their regular duties necessitating occasional visits into the plant during off-hours.

## **ARTICLE 8 WAGE CONDITIONS**

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- 8.01 All employees classified in Supplements to the Agreement shall be paid on an hourly rate basis unless it is specifically stated otherwise in the Supplementary Schedules hereto.

**8.02 Rate Application – Probationary Employees**

An employee who leaves the employ of the Company prior to the cessation of operations after attaining a 400 hour rate, and is rehired by the Company in the following two calendar years, shall not be paid less than the 400 hour rate for the classification for which the employee is rehired.

When an employee has not attained a 400 hour rate in the above instance, hours worked in the two prior years of employment with the Company shall be credited towards payment of such rate upon rehire. Such credited hours shall not apply towards the acquisition of seniority.

- 8.03 An employee who establishes qualifications with a member company of the Fish Processor's Bargaining Association of British Columbia shall be paid the rate commensurate with those qualifications when employed by another member company of the Fish Processor's Bargaining Association of British Columbia provided, however, not more than two years have elapsed between periods of employment. Proof of qualifications may be requested by the Company prior to the application of qualified rates.
- 8.04 An employee transferred from one department to another shall be credited with all hours worked (up to a maximum of 400) in establishing a rate in such department.
- 8.05 Any case of compensable accident or fish poisoning occurring on the job and for which compensation is not paid, but which results in the employee being unable to complete the shift, the employee shall receive pay for the balance of that shift.



- 8.06 Where an employee is injured on the job and the First Aid Attendant sends the employee to the hospital, the Company shall reimburse the employee transportation home from the hospital to a maximum of \$20.00.
- 8.07 Wages shall be paid to employees bi-weekly and no wages can be withheld from the employee except for legal cause or as otherwise provided for in this Agreement. A full statement showing total earning and deductions shall be issued to the employee with each pay cheque.

For the purpose of bi-weekly payroll, the monthly rates shown in the supplements are converted to bi-weekly rates by the application of the following formula:

$$\text{Monthly rate} \times 12 \times \frac{10 \text{ days}}{261} = \text{bi-weekly rate}$$

The bi-weekly payroll shall in no way minimize or negate the general understanding with respect to the employment of categories who are monthly rated.

#### 8.08 **Monthly Rated Employees**

Monthly rate employees shall not be subject to sporadic lay-off at the plant during any fishing season. The monthly rate is a preferred condition under which the Company accepts the responsibility of providing continuous employment to monthly paid employees, over as long term a period as is practicable. In this regard, both parties agree there shall be no change in the past practice during the term of this Agreement. Nothing in this section shall prevent the exercise by the Company of Section 6.24 of this Agreement.

#### **Travel Pay**

- 8.09 All wages of monthly rated employees classified in the Supplements hereto shall commence on dates of departure from home port and shall terminate when paid off at the plant, or if the employee is transferred shall be paid off at another plant within the same Company.
- 8.10 When employees are travelling under Company orders, pay shall continue on an 8 hour day basis and costs of transportation shall be paid by the Company. Employees on payroll at one plant who are transferred to another plant during their period of employment shall receive eight (8) hours straight time pay for each day spent travelling on weekly days of rest.
- 8.11 The wages of hourly rated employees shall commence on date of departure from home port. These employees shall be credited with pay for the period spent travelling from home port to the plant which, in accordance with Article 7, Hours of Work, would be considered regular working hours. The wages shall terminate when paid off at the plant, or if the employee is transferred, when paid off at another plant within the same Company.
- 8.12 For the purpose of this section, "home port" shall mean the point at which Company-paid transportation commences. If departure time is after 5:00 p.m. the following day shall be the date upon which pay commences.

#### 8.13 **Banking of Overtime**

- 8.13.1 Employees will be given the option, upon the first recall in a new calendar year, before the herring season, before the salmon season, and after the salmon season, to either bank all their overtime, subject to Article 8.13.4 or to have it paid in cash when earned. The onus is on the employee to notify the Company of his/her decision and the decision will remain in effect until changed in accordance with the provision outlined above.
- 8.13.2 There will be a payout of any unused portion of the banked overtime on the final payroll of each year.
- 8.13.3 Where the employee chooses to take the time off, it must be taken at a time mutually satisfactory to management and the employee concerned in accordance with departmental requirements.
- 8.13.4 There will be an upper limit of the equivalent of the dollar value of 160 straight time hours allowed to be banked. Once the upper limit has been reached, the employee will be paid in cash when earned. Where possible upper limits may be set at different levels (i.e. 40 hours, 80 hours, 120 hours).

- 8.13.5 During the period where an employee is receiving banked overtime time off (this time is not to be considered as time worked), they will not receive statutory holiday pay unless they should otherwise qualify for such statutory holiday nor will the time be considered for qualifying for any benefit plans, other than the Shoreworkers' Pension Plan.
- 8.13.6 Dollars in the overtime leave bank may be used as individual eight (8) hour days. All such time off shall be taken subject to departmental requirements as outlined in 8.13.3.
- 8.13.7 At the employee's request, the overtime leave bank may be paid out in its entirety twice a year, in the pay period following the request.
- 8.13.8 Time taken shall not be considered as days and/or hours worked for any qualifying periods for benefit purposes.

**ARTICLE 9  
STATUTORY HOLIDAYS**

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**General Conditions**

9.01 All employees classified herein, and who qualify shall receive eight (8) hours' pay at the straight time rate for each of the listed Statutory Holidays when such holidays are observed.

New Year's Day	Canada Day
Thanksgiving Day	Good Friday
B.C. Day	Christmas Day
Easter Monday	Labour Day
Boxing Day	Victoria Day
Remembrance Day	

and any other days that may be proclaimed Statutory Holidays by the Federal or Provincial Government during the terms of this Agreement.

- 9.02 The eight (8) hours' Statutory Holiday pay shall be considered as pay for the period of the normal working hours of a regular work day of the employee concerned.
- 9.03 Should a paid Statutory Holiday fall during an employee's normal annual vacation period, and the employee would have qualified for pay for that day if not on vacation, the employee shall receive one extra day's vacation with pay.
- 9.04 No employee shall lose Statutory Holiday pay as a result of annual vacation occurring during the qualifying week in such fashion that the qualifying requirements are not fulfilled because of such vacation period.
- 9.05 No employee shall be disqualified from receiving Statutory Holiday pay if sickness or accident only prevented qualifying conditions from being met and the other conditions necessary are met and if such holiday would normally have been received. Such sickness or accident must originate within thirty (30) calendar days preceding the holiday. If required, a doctor's certificate must be produced.
- 9.06 No employee shall lose pay for a Statutory Holiday when the qualifying conditions are unfulfilled only because the employee was engaged in Union business in an elected or appointed capacity. Nothing herein shall apply to time lost by strikes in which the Union is engaged nor to an employee elected or appointed to a full-time position with the Union.
- 9.07 In the event of emergency conditions or extraordinary deliveries of fish, the Company may request employees to report for work on the stated Holiday. Any employee who does not report shall not receive Statutory Holiday pay, it being understood that notice to report for work shall be given the previous day. If notice to report for work is not given the previous day, and a situation arises requiring work by the crew on the Statutory Holiday, employees who cannot be contacted shall not be penalized.

**Statutory Holidays Falling on Weekends**

9.08 If a listed Statutory Holiday falls on a Saturday or Sunday and no other day is proclaimed in lieu thereof, employees will be paid for same, if they otherwise qualify.

- 9.09 If a listed Statutory Holiday falls on a Saturday or Sunday and no other day is proclaimed in lieu thereof, the Company shall declare the immediately following Monday as a day in lieu. Overtime for time worked on the Monday shall be governed by the day in which the Statutory Holiday falls, i.e. if the Statutory Holiday falls on a Saturday, Saturday overtime conditions shall apply on the Monday. If the Statutory Holiday falls on a Sunday, Sunday overtime conditions shall apply on the Monday. Overtime conditions for work on the Statutory Holiday shall be those as listed in the Agreement for Statutory Holidays.
- 9.10 Should a Statutory Holiday fall on a Saturday or Sunday and another day is proclaimed in lieu thereof, then for all purposes of this Agreement the day proclaimed shall be the Statutory Holiday.

**Qualifying conditions for Statutory Holiday pay WHEN NOT WORKED.**

**9.11 Monthly rated**

- 9.11.1 The employee shall be credited with the normal working hours for the Statutory Holiday provided the employee is employed at the time of the Holiday.
- 9.11.2 If not otherwise qualified for Christmas and Boxing Day the Employee shall receive pay for such days if employed for any time in December and has worked until the last day that work is available in December.
- 9.11.3 Should a monthly rated employee not qualify for pay for a Statutory Holiday under the above provisions the employee will be paid if the conditions for hourly rated employees as covered in 9.12 are met.

**9.12 Hourly Rated Must:**

- 9.12.1 Have worked a minimum of 250 hours, including overtime hours for the Company during the 12 months preceding the Statutory Holiday, in any of the Company's shore operations. Time spent on vacation shall be included in qualifying hours, also time spent on compensation up to a maximum of 150 hours;
- 9.12.2 Have been employed and worked every regular work day upon which work was available during the calendar week in which the Statutory Holiday falls and in the case of any Statutory Holiday that falls on a Monday or in the case of Christmas Day and Boxing Day the qualifying week as stipulated shall be the regular work days upon which work was available during the seven (7) days preceding the Statutory Holiday and in either case the employee must have worked at least one day or part day during the stated period;
- 9.12.3 Report for work, upon being called to do so, the first day work is available during the three regular work days following the Statutory Holiday. In the event work is not available in the three day period, the employee shall qualify under the section;
- 9.12.4 Employees who do not qualify for pay for Christmas and or Boxing Day and/or New Year's Day under the above conditions shall receive pay for such day(s) if they have worked a minimum of 210 days during the calendar year in any shore operation. Days spent on Paid Annual Vacation shall be calculated in this total where such vacation had been pre-arranged and actually taken. Where an employee takes a longer vacation period than is earned or is paid for, only the days paid for shall be considered. Similarly, employees who take a pre-arranged scheduled vacation period but do not receive payment for holiday pay until year-end, shall have an equivalent number of days counted as their holiday pay divided by a sum representing an eight (8) hour day up to a maximum of the time off taken for such a vacation.
- Time spent on Workers' Compensation up to a maximum of 100 normal work days in a calendar year shall be included in the calculation of the 210 days worked, providing the employee would have qualified if he or she had not been absent on compensation.
- 9.12.5 Every employee who qualified for Christmas and Boxing Day shall also qualify for New Year's Day.

**Qualifying conditions for Statutory Holiday pay WHEN WORKED**

**9.13 Hourly Rated and Monthly Rated (except for employees on continuous shift)**

- 9.13.1 Employees listed in the Supplementary Agreements hereto and who qualify to receive Statutory Holiday Pay, shall receive double time pay for all hours worked in addition to the wage credited to them for pay for the Statutory Holiday.

- 9.13.2 Employees who are not qualified for Statutory Holiday Pay shall receive double time for all hours worked on the Statutory Holiday.
- 9.13.3 Management may specify another day of rest should a Statutory Holiday fall on hourly rated Watchkeeper's regular weekly days of rest.
- 9.13.4 A day of rest may be allowed in lieu of a Statutory Holiday that falls on an employee's scheduled day or days of work and/or for a Statutory Holiday that falls on an employee's scheduled day or days of rest.

**9.14 Employees on a Continuous Shift**

- 9.14.1 Should a Statutory Holiday fall on a Watchkeeper's regular weekly day of rest, the Management shall specify another day as a day of rest. Should such a day not be allowed, the Watchkeeper concerned shall receive one extra day's pay at double time.
- 9.14.2 If a day off in lieu is given to a Watchkeeper who has worked on a Statutory Holiday, the employee shall nevertheless receive straight time for all hours worked on the Statutory Holiday in addition to the monthly wage.

**9.15 Monthly Rated Engineers**

- 9.15.1 When a day of rest in lieu is allowed under 9.13.4 employees shall receive straight time pay for the day allowed and if required to work on the calendar day upon which the Statutory Holiday is observed the employee shall receive straight time pay for the first eight (8) hours worked in addition to the monthly wage.
- 9.15.2 When a day of rest in lieu is not allowed under 9.13.4 the employee shall receive one day's pay [eight (8) hours] at double time in addition to the monthly wage.

**9.16 Hourly Rated Who Qualify for Statutory Holiday Pay**

- 9.16.1 When a day of rest in lieu is allowed under 9.13.4 employees shall receive eight (8) hours straight time Statutory Holiday Pay for the day allowed at the time it is taken. If required to work on the calendar day upon which the Statutory Holiday is observed the employee shall receive double time for all hours as worked.
- 9.16.2 When a day of rest in lieu is not allowed under 9.13.4 the employee shall receive double time for all hours worked on the calendar day upon which the Statutory Holiday is observed in addition to eight (8) hours Statutory Holiday Pay.

**9.17 Hourly Rated Who Do Not Qualify For Statutory Holiday Pay**

Employees shall receive no pay for a day allowed in lieu under 9.13.4. If required to work on the calendar day upon which the Statutory Holiday is observed, the employee shall nevertheless receive double time.

**ARTICLE 10  
TRANSPORTATION**

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- 10.01 The Company shall be responsible for two-way transportation provided the employee stays for six (6) months or more, completes the season, or completes the work for which engaged.
- 10.02 The Company shall be responsible for one-way transportation provided the employee works at the plant two and one-half months or more.
- 10.03 Should an employee quit voluntarily or be discharged for just cause within two and one-half months from arrival at the plant, the employee shall be responsible for all transportation costs.
- 10.04 The employee shall pay their own transportation when travelling for personal reasons.
- 10.05 Transportation referred to in this Article means ferry or airplane passage and it is understood that no remuneration will be granted to employees in lieu thereof.

## **ARTICLE 11 FACILITIES**

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### **Lunch Room, Wash Room and Plant Sanitary Facilities**

- 11.01 Proper and adequate lunch room facilities, equipment for heating water, dressing rooms with lockers and sanitary facilities shall be provided by the Company.
- 11.02 Facilities shall be maintained in a clean and sanitary condition by the Company and the employees shall cooperate in this regard.

## **ARTICLE 12 EQUIPMENT**

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- 12.01 When Management or the Workers' Compensation Board requires safety hats to be worn they will be issued on signature to those employees concerned. Employees will be responsible for maintaining the hats in good condition. Upon leaving the Company's employ, or at time of lay-off, hats must be returned or the full cost will be deducted from the employee's final cheque.
- 12.02 A rubber coat, rubber hat and rubber boots shall be supplied without cost to the iron butcher crew, tallyer and salmon and herring unloaders. Hip waders or rubber suits shall be supplied to employees whose work requires this protection. The issuing of this equipment shall not be confined to the salmon season, but shall be issued when needed.
- 12.03 When employees are called upon to do work requiring special equipment such as suitable gloves, mitts or aprons (but not including boots) same shall be supplied without charge by the Company.
- 12.04 Safety shoes shall be supplied at cost to ice pullers, ice sorters and combination ice pullers and sorters when requested by employees in these classifications.
- 12.05 Where it has been customary for the Company to supply additional equipment or where rubber boots and/or shoes and felt boots have been supplied by the Company at cost, such practices shall be continued during the term of the Agreement.
- 12.06 Suitable gloves shall be supplied by the Company to networkers engaged in stripping seines.
- 12.07 The Company shall provide employees with knives, an adequate supply of suitable gloves, and one good waterproof apron to employees whose work requires this clothing. When requesting replacements, the employees must return the worn-out equipment.
- 12.08 Where the wearing of coveralls or smocks is required by the Company at in-town plants, the Company shall provide and launder same without charge.
- 12.09 The Company will replace tools lost, stolen or damaged for Tradesmen and employees on general maintenance where it can be verified such loss or damage occurred in the performance of regular duties. Management may introduce a control for each category through consultation with the employees concerned as to the maximum inventory of tools that would be covered by this allowance.

## **ARTICLE 13 VACATIONS**

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- 13.01 Employees shall receive vacation pay calculated on the following basis:
- 13.01.1 4% of "total wages" (2 weeks vacation) up to the fourth anniversary date of consecutive years of employment.
- 13.01.2 6% of "total wages" (3 weeks vacation) from the fourth anniversary date of consecutive years of employment.
- 13.01.3 8% of "total wages" (4 weeks vacation) following the ninth anniversary date of consecutive years of employment.

13.01.4 10% of "total wages" (5 weeks vacation) from the sixteenth anniversary date of consecutive years of employment.

13.01.5 From the twenty-first anniversary date of consecutive years of employment, the following schedule shall apply:

From the 21st year	- 10.4%	(5 weeks, 1 day vacation)
From the 22nd year	- 10.4%	(5 weeks, 1 day vacation)
From the 23rd year	- 10.8%	(5 weeks, 2 days vacation)
From the 24th year	- 10.8%	(5 weeks, 2 days vacation)
From the 25th year	- 11.2%	(5 weeks, 3 days vacation)
From the 26th year	- 11.6%	(5 weeks, 4 days vacation)
From the 27th year	- 12.0%	(6 weeks vacation)
From the 28th year	- 12.4%	(6 weeks, 1 day vacation)
From the 29th year	- 12.8%	(6 weeks, 2 days vacation)
From the 30th year	- 13.2%	(6 weeks, 3 days vacation)
From the 35 <sup>th</sup> year	- 13.4%	

and each year thereafter.

13.02 A "year" for the purposes of vacation pay entitlement shall be any calendar year in which an employee works five hundred (500) hours or more.

An employee who works fewer than five hundred hours (500) in a calendar year shall have the actual hours worked carried forward and each aggregation of five hundred (500) hours will constitute a vacation year for vacation pay entitlement purposes.

No employee will be credited with more than one year of employment in any calendar year.

Time spent on Union business and WCB will be included in the five hundred (500) hours where work was actually missed. Also, time spent on vacation where the vacation is taken and earned will be included in the five hundred (500) hours.

13.03 A form shall be provided for each employee upon the first recall in a new calendar year. The employee will indicate payment preference. The employee shall have until payroll cut-off to indicate their preference or they will automatically fall into category (a) below. All probationary employees will be included in category (a).

a) That employees shall have the option of receiving their vacation pay on each pay cheque calculated as the appropriate percentage of the earnings for the pay period for which the cheque is issued.

b) Employees who decline option (a) above shall have their vacation pay paid in the usual manner. Vacation pay may be drawn no more than twice in any year.

13.04 The vacation period shall be given at a time mutually satisfactory to Management and the employee concerned, and every effort shall be made to extend the practice of giving vacations during the period May 1st to September 30th. To this end, discussions shall be held between Shop Stewards and Management during April of each year to work out a suitable vacation schedule. Employees shall not be prevented from taking two consecutive weeks holiday except in the case where, by mutual agreement between management and the individual concerned, the two weeks may be split. In the case of employees who qualify for three, or more weeks vacation with pay, every effort shall be made to give the full vacation period at one time. Discussions will be held between Management and employees who qualify for three or more weeks vacation, to work out a vacation schedule which will not cause dislocation of operations.

13.05 Any employee whose work tends to be year-round but who fails to establish a "working year" (i.e. 225 work days) shall have the right to receive an actual vacation equal in length to the number of days vacation pay to which entitled, time of such vacation to be by mutual agreement between the employee concerned and Plant Management.

- 13.06 Employees shall be allowed a vacation equal in length to the vacation pay they receive and it shall be at the option of such employees to request and be given a vacation equal to the number of full weeks their service with the Company will provide.
- 13.07 Employees leaving the employ of the Company shall receive the vacation pay accruing to them. In the case of an employee who dies, the vacation pay payable to the estate of the deceased shall be calculated in the same way as for a person who terminates employment by quitting or being discharged.
- 13.08 "Total wages" shall include all wages, all overtime pay, and pay for Statutory Holidays, piece work earnings, contract earnings, and vacation pay received from the employer during the "calendar year."
- 13.09 Any day upon which an employee works, regardless of the hours worked on such day, shall be considered as a day of "actual work."
- 13.10 Vacation calculations generally shall be based on the calendar year January 1st to December 31st, with the exception of the specific application and use of the anniversary date of employment as stated herein.
- 13.11 Should a paid Statutory Holiday fall during an employee's annual vacation period, and if the employee would have qualified for pay for the day if not on vacation, then the employee shall receive one extra day's vacation with pay.

## **ARTICLE 14**

### **MEDICAL AND EXTENDED HEALTH COVERAGE**

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#### **14.01 Medical Services Plan**

The contract currently held by the Companies signatory to this Agreement and the British Columbia Medical Services Plan, to provide medical care to employees classified herein and 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 Extended Health Benefits Plan**

The contract currently held by the Companies signatory to this Agreement and the Medical Services Association to provide Extended Health Benefits Plan to employees classified herein 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 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 under the B.C. Medical Services Plan and the Extended Health Benefits Plan of M.S.A., an employee must have gained "regular" employee status.

#### **14.05 Application Forms**

To ensure enrollment in both the 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 agrees to pay 80% of the premium of both plans 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 under both plans the Company shall make the following contributions:

- 14.07.1 If an employee is laid off within five (5) months of the date of enrollment, the employee shall pay in advance the full monthly premium of both plans to maintain coverage.

14.07.2 If an employee is laid off after five (5) months from the date of enrollment, in the plans, the Company will pay 80% of the next three monthly premiums of both plans and 50% of the monthly premiums for the fourth to sixth month of layoff. Thereafter, the full premiums must be paid in advance by the employee to maintain his or her coverage.

## **ARTICLE 15 DENTAL PLAN**

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15.01 The contract currently held by the Companies signatory to this Agreement and the Medical Services Association to provide dental care to employees classified herein who qualify in accordance with the requirements of the Plan and who indicate their desire to be covered by the Plan, shall remain in effect for the duration of this Agreement.

15.02 The Plan shall provide a maximum of 80% of Plan A – Basic Services and 60% of Plan B – Prosthetic Appliances and Crown and Bridge Procedures. Employees, their spouses and registered dependents shall be eligible for service under the provisions of the Plan. Effective February 1, 1988, Part C will be added to the Plan. This will cover dependent children to a lifetime maximum of \$850.00 (50% 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:

either 1 year of 10 months service or the equivalent of 1250 hours service in a 10 month period, or

either 2 consecutive years of at least 6 months of service or the equivalent of 1500 hours service in the two consecutive years, or

either 3 consecutive years of at least 5 months of service or the equivalent of 1875 hours service in the three consecutive years.

For this purpose, the employee's anniversary date shall be used in determining the year; and a month's service is defined as a calendar month in which the employee has worked one hundred hours or more.

### **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 the 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 (12) months after their date of enrollment the Company shall make the following contributions:

15.06.1 If the employee is laid off within five months of enrollment, the employee shall pay in advance the full monthly premium to maintain coverage to anticipated date of rehire.

15.06.2 If the employee is laid off after five months from date of enrollment in the Plan, or in subsequent years if the employee is laid off after five months on the payroll, in the twelve 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 month of layoff. Thereafter, the full premium must be paid in advance by the employee to maintain his or her coverage to the anticipated date of rehire.

## **ARTICLE 16 SHOREWORKERS' BENEFIT PLAN**

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16.01 The Company shall pay at a rate of 51 cents per straight time hour worked per employee to the Trust Fund established as the Shoreworkers' Benefit Plan. The Company shall increase their contribution to the fund to 54 cents per straight time hour effective April 16, 2009, and to 55 cents per straight time hour effective April 16, 2010. "Employees" are defined as those classified in this Agreement, and such others employed in shore operations of the Company as may be agreed to from time to time by the Union and the Company.



16.02 The Shoreworkers' Benefit Plan shall incorporate Group Life Insurance and Weekly Indemnity provisions and such other benefits as may be approved and established by the Board of Trustees. Any benefits established shall be equal to Union and non-Union employees. Any monies paid from the Trust Fund shall be for welfare benefits only paid directly to individuals or estates with the exception of reasonable administrative charges. Investments of the Fund shall be in securities that are recognized under the Insurance Companies Act.

16.03 The Company shall be provided annually with a financial statement of the Plan, audited by a firm of chartered accountants acceptable to the Company. Also provided will be all minutes of Board of Trustee meetings, regular monthly or other financial and statistical reports prepared by the Union Benefit Fund Director.

## **ARTICLE 17 BEREAVEMENT**

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17.01 Should an immediate relative of an employee die, and the employee require time off to attend the funeral or to attend to funeral arrangements during the regular work weeks, such employee shall receive, upon request, three days leave with pay. Bereavement leave must be concluded within 14 days following the death. Immediate relative shall mean Mother, Father, Brother, Sister, Husband, Wife, Son, Daughter, Grandparents, Grandchildren, Parents-in-law, or Common-law spouse (common-law relationship to be of at least one year duration).

## **ARTICLE 18 PENSION PLANS**

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18.01 Employees enrolled in the Company Pension Plan may receive details from the Human Resources Department at their Head Office. The Company agrees to honour all commitments made to employees under the 1989-1992 Agreement.

18.02 Employees enrolled in the Shoreworker Pension Plan are covered under the attached Memorandum of Agreement, which is attached as Appendix A to this Agreement.

## **ARTICLE 19 JURY DUTY**

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19.01 The Company shall pay the difference between the amount of jury fees and the straight time earnings lost, to any "regular" employee required to report for and/or serve jury duty or be subpoenaed to be a witness. This provision shall not apply to "probationary" employees.

## **ARTICLE 20 TECHNOLOGICAL CHANGE AND PRODUCTIVITY**

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20.01 The Company shall give the Headquarters of the Union and the plant Shop Steward Committee as much advance notification as is practical of any intent to introduce technological innovation or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies; and alters significantly the basis on which the collective agreement was negotiated.

20.02 Nothing herein shall preclude the rights of shop stewards to seek the assistance of Headquarters of the Union and in any event, the Union shall become involved immediately if displacement of a significant number of employees is a likely consequence of the technological change.

20.03 Technological change means the introduction by the Company of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Company in its work undertaking or business; or a change in the manner the Company carries on its work, undertaking or business related to the introduction of that equipment or material.

- 20.04 When notification is given, a plant committee of four (4) employees shall be named or elected by the Shop Steward Committee to meet with Management to discuss local issues such as manning requirements, call-out arrangements, classifications, premium rates and working arrangements. Without limiting the generality, broader issues of replacement of workers, severance pay, compensation shall be referred to Headquarters of the Union and the Company together with any unresolved local issues.
- 20.05 Any areas of disagreement that remain outstanding two weeks after the final meeting and an impasse has been reached, may be referred by either party to arbitration for binding and final settlement, or where appropriate and timely, referred to the collective bargaining process.
- 20.06 In the event the proposed technological change requires a program of training or retraining, the Company shall participate with the Provincial Government and the Union to assist those employees affected to adjust to alternate employment.
- 20.07 Where a technological innovation or change results in a loss of position of identifiable regular employees at small operations, where there is no alternative employment available; or at any operation a loss of position of trades who practice particular skills and to whom alternative work is not available or who do not elect alternative work at reduced categories, individual compensation will be considered either in the form of severance pay or retraining allowances or other mutually agreed to measures.

## **ARTICLE 21**

### **GRIEVANCE PROCEDURE**

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- 21.01 During the life of this Agreement, should any difference arise concerning the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable or should any local trouble arise in a plant, there shall be no stoppage of work or strikes on the part of the Union nor shall there be any lockouts on the part of the Company.
- 21.02 In the event that a grievance or dispute arises, the Shop Steward Committee shall function as the Grievance Committee and the members thereof shall be afforded such time off without pay deduction as may be required to attend the necessary meetings with the Management. At major plants, where there is a large number of Shop Stewards, the Shop Steward Committee shall elect a sub-committee who shall with the Chief Shop Steward and the Shop Steward representing the section in which the grievance has occurred, constitute the Grievance Committee. Nothing herein shall prevent the holding of meetings between the Management and the full Shop Steward Committee if the need arises.
- 21.03 It is 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 foreman as quickly as possible. Employees have the right to go directly to their departmental Shop Steward if they wish to do so.
- 21.04 The successive steps to be taken in the handling of any grievance until it is settled shall be set forth as follows:

#### **Step One:**

The employee shall notify the departmental Shop Steward of any incident which gave rise to the grievance as soon as practicable upon becoming aware of the incident which gave rise to the grievance. The Shop Steward shall immediately approach the Departmental Supervisor, Plant Manager or Human Resources Manager (which ever is appropriate) to resolve the grievance with or without the employee in attendance.

At this time, the shop steward may request additional time to investigate the grievance. The company will not unreasonably refuse to grant this request.

#### **Step Two:**

If the grievance remains unresolved at Step One, the departmental Shop Steward shall apprise the plant's Chief Shop Steward of the details of the grievance. The grievance shall be placed in writing and include details of the alleged violation and reference to the pertinent section(s) of the Agreement. Upon receipt of the written grievance, a meeting shall be arranged between the Grievance Committee and Plant Management in a further attempt to resolve the grievance. If the grievance is one that is complex in nature or involves the operation of a seniority plan, either party may request the assistance of, and where necessary, the attendance of, a representative from their respective Headquarters.

**Step Three:**

If the grievance remains unresolved, the Union may provide any additional information deemed necessary in writing to the Company. The Company shall place in writing its reasons for rejecting the grievance. When the exchange of written positions is complete, a meeting shall be arranged between representatives from Headquarters of the Union and Headquarters of the Company for a final attempt to settle the grievance. Should this meeting fail to settle the matter in dispute, step four may be invoked.

**Step Four:**

If the grievance remains unresolved each party shall appoint an arbitrator. The arbitrators shall attempt to nominate a third impartial arbitrator who shall act as Chairperson of the Arbitration Committee. Failing to agree upon such an impartial arbitrator within three (3) days of their appointment, either party may request the Honourable Minister of Labour to appoint such an 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 the parties, it being understood that notwithstanding the foregoing, no decision of such Arbitration Board shall change this agreement in wording or format. Where the parties mutually agree, a single arbitrator may be used.

21.05 Where, after exhausting the first three steps of the grievance procedure of this agreement, a difference remains between the parties relating to callouts, seniority issues, pay issues (individual cases), leaves of absence, vacation issues, bereavement issues, the discipline of an employee (other than discharge), or any other matters the parties may mutually agree to, including any question as to whether the matter is arbitrable, Mr. D. McPhillips or Mr. B. Greyell, in rotation, or a substitute agreed to by both parties, shall at the mutual request of both parties:

- a) Investigate the difference,
- b) Define the issue in the difference, and
- c) Make an order in writing, with reasons, for final and binding settlement of the dispute within twenty (20) days of the date of his/her receipt of the request, or such extension of time as may be mutually agreed upon by the parties.
- d) Notwithstanding (c), where the parties have mutually agreed before the request is submitted, the arbitrator shall make written recommendations to resolve the difference within twenty (20) days of the date of his/her receipt of request, and for those twenty (20) days time does not run in respect of the grievance and arbitration procedures.

As the process is intended to be non-legal, the parties will present their own arguments.

All presentations are to be short and concise and are to include a comprehensive opening "statement". The parties agree to make limited use of authorities and such witnesses as are necessary during the presentation of their cases.

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

The parties shall jointly apply to the Minister of Labour for payment of remuneration and expenses of the arbitrator to be made in accordance with S. 104 of the BC Labour Relations Code. Any remuneration and expenses not paid under that section shall be borne equally by the parties to this agreement.

If both parties agree, other matters may be referred to the troubleshooter for either recommendations on how to resolve the dispute or for resolution, depending on the particular dispute.

If ninety (90) calendar days of its instigation, the grievance has not been settled, either party may refer the matter to arbitration or the grievance shall be deemed abandoned. If either party decides to go to arbitration, they must advise the other party of their nominee within ten (10) calendar days of the decision to go to arbitration or the grievance will be deemed abandoned. The time limits 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 22**

### **TERMINATION OR REVISION**

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22.01 The effective date of this Agreement shall be April 16, 2009. This Agreement shall terminate on April 15, 2013 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 2013. Any such notice of termination shall further require the other party to the Agreement to commence collective bargaining. If no such 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 2013 on its anniversary date (that is, on the 16th day of April) by one Party to the Agreement giving to the other Party to the Agreement, not later than the 15th day of February in the year in which the Agreement is to be terminated, written notice of such termination and a written requirement to the other Party to commence collective bargaining.

IN WITNESS WHEREOF the said parties hereto have hereunder set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Canadian Fishing Company

United Fishermen and Allied Workers Union-CAW

\_\_\_\_\_

\_\_\_\_\_

# SHOREWORKER WAGE SUPPLEMENT

## SECTION 1 WAGES

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1.01 The wage scales set out hereunder are the minimum scales for the listed classifications. Any prior commitments to individuals for rates in excess of those shown in this supplement shall be honoured.

## SECTION 2 GENERAL

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### 2.01 Northern Differential

Employees classified herein who are employed at and north of Port Hardy, including the Queen Charlotte Islands if living in their own home and/or who are not living in a Company residence where they would be subsidized by the Company for either board, light, rent, or heat, shall receive a wage differential over the rates listed herein on the following basis:

Monthly rated classifications – \$60.00 per month or  
\$28.00 bi-weekly

Hourly rated classifications – \$0.35 per hour

The above rate is to be incorporated in the basic rate for purposes of overtime calculations.

Where more than one member of a family living in a Company house is employed in the plant or operation, only one employee (usually the one to whom the house is allocated) shall not receive this differential. All others living in the same Company house shall receive the Northern Differential.

### 2.02 Night Shift Differential

Employees required to work on afternoon (4:00 p.m. to midnight) shifts shall receive \$0.26 per hour above the regular rates (both straight time and overtime) for all hours so worked and \$0.26 per hour above the regular rates (both straight time and overtime) for all hours worked on graveyard (i.e. midnight to 8:00 a.m.) shift. Engineers on continuous shift only, shall receive \$0.43 per hour for all hours worked on afternoon shift and graveyard shift.

### 2.03 First Aid Attendant

Any employee classified in this Agreement also employed in the capacity of First Aid Attendant shall receive \$60.00 per month or 50¢ per hour if they are a holder of a Level III Ticket, \$50.00 per month or 40¢ per hour for a Level II Ticket or 20¢ per hour for a Level I ticket when it is being used.

In addition to the regular wage, the additional monthly payment shall not be recognized in the computation of the employee's regular hourly rate.

### 2.04 Charge Hands

"Charge Hands" are distinguishable from Supervisors by the fact that they are clearly included in the bargaining unit and covered by the Collective Agreement, they are required to do bench and floor work, they are under the supervision of a Supervisor, they have the authority to discipline, but not to discharge.

Employees designated as "Charge hands" shall receive \$0.25 per hour above their classified rate. Should differentials exist for special classification in the group under supervision, the "Charge Hand" shall receive at least \$0.02 per hour more than anyone under supervision. Any person in a special classification that is named as "Charge Hand" shall receive \$0.25 per hour over the classified rate.

## 2.05 Cannery Lift Truck Drivers

Employees who are known to be experienced Lift Truck Drivers shall receive the wage rate as listed herein from commencement of employment. If experienced Lift Truck Drivers are not available, the Company may designate an employee hired under the classification Probationary or Labour Group 1 as a Lift Truck Driver and he or she shall be paid, as a minimum, the Labour Group 1 rate while so employed. Should an employee so chosen indicate sufficient skill and interest in a maximum one month probationary period, the employee shall be re-classified as an experienced Lift Truck Driver and paid the rate as listed. In the event sufficient skill and interest are not demonstrated during the probationary period, the employee shall be replaced.

## **SECTION 3 MACHINE, MAINTENANCE BOATSHOPS AND ENGINEERS**

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### 3.01 Trades Certification

Every employee who proves to the satisfaction of the company that the employee has passed the recognized B.C. trades examination specified for the trade designated and is the holder of a B.C. certificate of proficiency in such trade, shall be paid the maintenance trades rate, cannery machine mechanics rate, or boatshop trades rate plus \$1.00 per hour while employed in such trade

This certificate premium will also apply to those employees in specified trades who have 10 consecutive years of service as journey trades in the industry as of July 1, 1981.

This premium will not apply to steam and/or refrigeration engineers.

### 3.02 Sundry Canning Operations

In operations where Iron Butcher Machines, Filling Machines and Heading Machines are not used, employees ordinarily classified as Operators of such machines may be employed as General Utility and effective April 16, 2009 paid \$18.56 per hour, effective April 16, 2010 paid \$18.76 per hour, effective April 16, 2011 paid \$18.94 per hour and effective April 16, 2012 paid \$19.11 per hour.

- 3.03 Qualified Assistant Machine Mechanics who have served as Qualified Assistants for three years shall receive 90% of the Machine Mechanic's rate if the employee remains in that classification.
- 3.04 1st and 2nd year Utility may be employed as helpers at any type of work classified in Groups 1 and 2 of Section 3.11 and 3.12. At the commencement of the 3rd year, they shall be placed at the type of machine work for which they have shown themselves most adaptable.
- 3.05 Employees who have served their time as 1st, 2nd and 3rd year Utility shall be classified as Qualified Assistant Line Mechanic, Iron Butcher Mechanic or Filling Machine Mechanic. Any employee called upon to assume the responsibility of a journey machine operator, regardless of length of service, shall be paid the journey rate.
- 3.06 During the operating season, in no case shall there be more Utility or Qualified Assistant Machine Mechanics than Journey Machine Mechanics in any machine category. At no time shall Journey Trades Workers be laid off in favour of Utility workers or Qualified Assistants.
- 3.07 At plants where retorts are located at some distance from the boilers, consideration shall be given to employing a separate engineer and separate retort operator. No employee shall be asked to fill the triple classification "Engineer, Fire and Retort Operator."
- 3.08 The classification "Maintenance Mechanic" shall apply only to employees who are fully qualified in their particular trade. In establishing qualification, any employee who can prove five years employment at the employee's particular trade shall be considered qualified.

### 3.09 Flying Out Time

When Boatshop and Maintenance employees are on repair work or other temporary assignments at a location which requires the employee to be absent from home at least overnight, the employee will be paid for such work at a rate of 12% above the basic Boatshop and Maintenance rate. The Company shall provide for necessary meals and accommodation. This condition shall not apply to employees transferred to another plant for a period in excess of one week nor to employees sent to another plant within commuting distance.

3.10 Classifications listed in Groups 1 and 2 of Section 3.11 shall have a regular daily starting time not later than 8:00 a.m. and shall not work split shifts. In the case of the classification "Retort Operator", management may designate that such employees shall commence their working day one hour later than Groups 1 and 2.

## GENERAL WAGES RATE EFFECTIVE APRIL 16, 2009

	MONTHLY RATE	BI- WEEKL Y RATE	DAILY RATE	HRLY RATE	T&1/2 RATE	DBL TIME RATE
<b>CLASSIFICATION - GROUP 1</b>						
Line Mechanic						
Iron Butcher Mechanic						
Filing Machine Mechanic						
Port Eng. a/o Machinist Maintenance ( Carpenter, Welder, Blacksmith, Electrician, etc.) Retort Maintenance	4480.50	2060.00	206.00	25.75	38.63	51.50
Qual. Asst. Line Mechanic						
Qual. Asst. Filing Machine Mechanic						
Qual. Asst. Iron Butcher Mechanic Labelling & Box-up Machine Mechanic	3297.30	1516.00	151.60	18.95	28.43	37.90
Box-up Machine Mechanic	3220.74	1480.80	148.08	18.51	27.77	37.02
1 st year utility	3133.74	1440.80	144.08	18.01	27.02	36.02
2nd Year Utility	3159.84	1452.80	145.28	18.16	27.24	36.32
3rd Year Utility	3194.64	1468.80	146.88	18.36	27.54	36.72
<b>CLASSIFICATION - GROUP 2</b>						
Chief Eng.Fire (dual) - Home Plant	4431.78	2037.60	203.76	25.47	38.21	50.94
Shift Eng. 4th Class Ticket	3455.64	1588.80	158.88	19.86	29.79	39.72
Retort Operator	3478.26	1599.20	159.92	19.99	29.99	39.98

The rates of Chief Engineer and Shift Engineer shall be determined not by the ticket held by the Engineer, but by the ticket called for on a particular job under B.C. Boiler Inspection Department Regulations.

**EFFECTIVE APRIL 16, 2010**

	<b>MONTHLY RATE</b>	<b>BI- WEEKL Y RATE</b>	<b>DAILY RATE</b>	<b>HRLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL TIME RATE</b>
<b>CLASSIFICATION - GROUP 1</b>						
Line Mechanic						
Iron Butcher Mechanic						
Filling Machine Mechanic						
Port Eng. a/o Machinist Maintenance ( Carpenter, Welder, Blacksmith, Electrician, etc.) Retort Maintenance	4520.52	2078.40	207.84	25.98	38.97	51.96
Qual. Asst. Line Mechanic						
Qual. Asst. Filing Machine Mechanic						
Qual. Asst. Iron Butcher Mechanic Labelling & Box-up Machine Mechanic	3332.10	1532.00	153.20	19.15	28.73	38.30
Box-up Machine Mechanic	3255.54	1496.80	149.68	18.71	28.07	37.42
1 st year utility	3168.54	1456.80	145.68	18.21	27.32	36.42
2nd Year Utility	3194.64	1468.80	146.88	18.36	27.54	36.72
3rd Year Utility	3229.44	1484.80	148.48	18.56	27.84	37.12
<b>CLASSIFICATION - GROUP 2</b>						
Chief Eng.Fire (dual) - Home Plant	4471.80	2056.00	205.60	25.70	38.55	51.40
Shift Eng. 4th Class Ticket	3490.44	1604.80	160.48	20.06	30.09	40.12
Retort Operator	3513.06	1615.20	161.52	20.19	30.29	40.38

The rates of Chief Engineer and Shift Engineer shall be determined not by the ticket held by the Engineer, but by the ticket called for on a particular job under B.C. Boiler Inspection Department Regulations.

**EFFECTIVE APRIL 16, 2011**

	<b>MONTHLY RATE</b>	<b>BI- WEEKL Y RATE</b>	<b>DAILY RATE</b>	<b>HRLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL TIME RATE</b>
<b>CLASSIFICATION - GROUP 1</b>						
Line Mechanic						
Iron Butcher Mechanic						
Filling Machine Mechanic						
Port Eng. a/o Machinist Maintenance ( Carpenter, Welder, Blacksmith,	4560.54	2096.80	209.68	26.21	39.32	52.42



Electrician, etc.)  
Retort  
Maintenance

Qual. Asst. Line Mechanic						
Qual. Asst. Filing Machine Mechanic						
Qual. Asst. Iron Butcher Mechanic Labelling & Box-up Machine Mechanic	3363.42	1546.40	154.64	19.33	29.00	38.66
Box-up Machine Mechanic	3286.86	1511.20	151.12	18.89	28.34	37.78
1 st year utility	3199.86	1471.20	147.12	18.39	27.59	36.78
2nd Year Utility	3225.96	1483.20	148.32	18.54	27.81	37.08
3rd Year Utility	3260.76	1499.25	149.92	18.74	28.11	37.48

**CLASSIFICATION - GROUP 2**

Chief Eng.Fire (dual) - Home Plant	4511.82	2074.40	207.44	25.93	38.90	51.86
Shift Eng. 4th Class Ticket	3521.76	1619.20	161.92	20.24	30.36	40.48
Retort Operator	3544.38	1629.60	162.96	20.37	30.56	40.74

The rates of Chief Engineer and Shift Engineer shall be determined not by the ticket held by the Engineer, but by the ticket called for on a particular job under B.C. Boiler Inspection Department Regulations.

**EFFECTIVE APRIL 16, 2012**

	MONTHLY RATE	BI- WEEKL Y RATE	DAILY RATE	HRLY RATE	T&1/2 RATE	DBL TIME RATE
<b>CLASSIFICATION - GROUP 1</b>						
Line Mechanic						
Iron Butcher Mechanic						
Filing Machine Mechanic						
Port Eng. a/o Machinist Maintenance ( Carpenter, Welder, Blacksmith, Electrician, etc.) Retort Maintenance	4600.56	2115.20	211.52	26.44	39.66	52.88
Qual. Asst. Line Mechanic						
Qual. Asst. Filing Machine Mechanic						
Qual. Asst. Iron Butcher Mechanic Labelling & Box-up Machine Mechanic	3393.00	1560.00	156.00	19.50	29.25	39.00
Box-up Machine Mechanic	3316.44	1524.80	152.48	19.06	28.59	38.12
1 st year utility	3229.44	1484.80	148.48	18.56	27.84	37.12
2nd Year Utility	3255.54	1496.80	149.68	18.71	28.07	37.42
3rd Year Utility	3290.34	1512.80	151.28	18.91	28.37	37.82

**CLASSIFICATION - GROUP 2**

Chief Eng.Fire (dual) - Home Plant	4551.84	2092.80	209.28	26.16	39.24	52.32
Shift Eng. 4th Class Ticket	3551.34	1632.80	163.28	20.41	30.62	40.82
Retort Operator	3573.96	1643.20	164.32	20.54	30.81	41.08

The rates of Chief Engineer and Shift Engineer shall be determined not by the ticket held by the Engineer, but by the ticket called for on a particular job under B.C. Boiler Inspection Department Regulations.

## SECTION 4 CANNERY GENERAL LABOUR

4.01 Employees required to act as "Timekeepers" in addition to their classified duties shall receive \$0.05 additional to their classified rate, the total to apply in calculation of overtime.

### 4.02 Piece Work Rates

Piece work systems of remuneration shall not be employed unless implemented by agreement between the Company concerned and the Union. Any piece work system employed must provide for an hourly guarantee equivalent to the general labour rate, for payment of one half time in addition to piece work earnings for those hours for which the multiple rate of time and one-half is payable, and for payment of full time, in addition to piece work earnings for those hours which the multiple rate of double time is payable. Any final disagreement would be subject to Arbitration as provided for in the Grievance procedure.

### 4.03 Herring Roe Classifications

There shall be two classifications established in the Herring Roe operation, Herring Roe Grader and Herring Roe Popper, both to be paid under Labour Group 1 rates of Section 4.04. Employees shall be given preference as to the choice of classification providing they are capable of doing the work involved.

### 4.04 General Wage Rates

#### EFFECTIVE APRIL 16, 2009

CLASSIFICATION	MONTHLY RATE	BI-WEEKLY RATE	DAILY RATE	HOURLY RATE	T&1/2 RATE	DBL.TIME RATE
Qualified Tallyer	3208.56	1475.20	147.52	18.44	27.66	36.88
Lift Truck Driver	3213.78	1477.60	147.76	18.47	27.71	36.94
Truck Drivers -						
under 30,000 lbs GVW				18.63	27.95	37.26
30,000 lbs GVW & over				18.76	28.14	37.52
Unloading Pump Operator				18.47	27.71	36.94
<b>Labour Group 3</b>				18.13	27.20	36.26
Butcher						
head Knife Feeders						
Unloaders						
Gang Knife Feeders						
Iron Butcher Feeders						
Bin						
Fish Inspectors						
<b>Labour Group 2</b>				18.05	27.08	36.10
Labelling Box & Casings						
Machine Operators						

Filling Machine Feeders  
 Salmon Line Patchers  
 Salmon Egg Pullers  
 Brite Stack Operators  
 Salmon Gutter Feeder

<b>Labour Group 1</b>	17.98	26.97	35.96
All labour jobs not included in Labour Group 2 or 3			
Probationary Employees < 200 hours	13.86	20.79	27.72
Probationary Employees > 200 hours < 400 hours	14.06	21.09	28.12

**EFFECTIVE APRIL 16, 2010**

<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI- WEEKL Y RATE</b>	<b>DAILY RATE</b>	<b>HOURL Y RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
Qualified Tallyer	3243.36	1491.20	149.12	18.64	27.96	37.28
Lift Truck Driver	3248.58	1493.60	149.36	18.67	28.01	37.34
Truck Drivers - under 30,000 lbs GVW				18.83	28.25	37.66
30,000 lbs GVW & over				18.96	28.44	37.92
Unloading Pump Operator				18.67	28.01	37.34
<b>Labour Group 3</b>				18.33	27.50	36.66
Butcher head Knife Feeders Unloaders Gang Knife Feeders Iron Butcher Feeders Bin Fish Inspectors						
<b>Labour Group 2</b>				18.25	27.38	36.50
Labelling Box & Casings Machine Operators Filling Machine Feeders Salmon Line Patchers Salmon Egg Pullers Brite Stack Operators Salmon Gutter Feeder						
<b>Labour Group 1</b>				18.18	27.27	36.36
All labour jobs not included in Labour Group 2 or 3						
Probationary Employees < 200 hours				13.86	20.79	27.72

Probationary Employees > 200 hours < 400 hours	14.26	21.39	28.52
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**EFFECTIVE APRIL 16, 2011**

<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI- WEEKL Y RATE</b>	<b>DAILY RATE</b>	<b>HOURL Y RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
Qualified Tallyer	3274.68	1505.60	150.56	18.82	28.23	37.64
Lift Truck Driver	3279.90	1508.00	150.80	18.85	28.28	37.70
Truck Drivers -						
under 30,000 lbs GVW				19.01	28.52	38.02
30,000 lbs GVW & over				19.14	28.71	38.28
Unloading Pump Operator				18.85	28.28	37.70
<b>Labour Group 3</b>				18.51	27.77	37.02
Butcher						
head Knife Feeders						
Unloaders						
Gang Knife Feeders						
Iron Butcher Feeders						
Bin						
Fish Inspectors						
<b>Labour Group 2</b>				18.43	27.65	38.86
Labelling Box & Casings						
Machine Operators						
Filling Machine Feeders						
Salmon Line Patchers						
Salmon Egg Pullers						
Brite Stack Operators						
Salmon Gutter Feeder						
<b>Labour Group 1</b>				18.36	27.54	36.72
All labour jobs not included in						
Labour Group 2 or 3						
Probationary Employees < 200						
hours				13.86	20.79	27.72
Probationary Employees > 200						
hours < 400 hours				14.41	21.62	28.82

**EFFECTIVE APRIL 16, 2012**

<b>MONTHLY RATE</b>	<b>BI- WEEKL Y RATE</b>	<b>DAILY RATE</b>	<b>HOURL Y RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
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**CLASSIFICATION**

Qualified Tallyer	3304.26	1519.20	151.92	18.99	28.49	37.98
Lift Truck Driver	3309.48	1521.60	152.16	19.02	28.53	38.04
Truck Drivers - under 30,000 lbs GVW				19.18	28.77	38.36
30,000 lbs GVW & over				19.31	28.97	38.62
Unloading Pump Operator				19.02	28.53	38.04
<b>Labour Group 3</b>				18.68	28.02	37.36
Butcher						
head Knife Feeders						
Unloaders						
Gang Knife Feeders						
Iron Butcher Feeders						
Bin						
Fish Inspectors						
<b>Labour Group 2</b>				18.60	27.90	37.20
Labelling Box & Casings						
Machine Operators						
Filling Machine Feeders						
Salmon Line Patchers						
Salmon Egg Pullers						
Brite Stack Operators						
Salmon Gutter Feeder						
<b>Labour Group 1</b>				18.53	27.80	37.06
All labour jobs not included in Labour Group 2 or 3						
Probationary Employees < 200 hours				13.86	20.79	27.72
Probationary Employees > 200 hours < 400 hours				14.56	21.84	29.12

**REDUCTION****5.01 General Wage Rates****EFFECTIVE APRIL 16, 2009**

	MONTHLY RATE	BI- WEEKL Y RATE	DAILY RATE	HOURL Y RATE	T&1/2 RATE	DBL.TIME RATE
<b>CLASSIFICATION - GROUP 1</b>						
Chief Operator / Maintenance (Shift Boss)	4431.78	2037.60	203.76	25.47	38.21	50.94
Qualified Operator (Evaporator, Acidulator)	3340.80	1536.00	153.60	19.20	28.80	38.40
Press, Separators, Dryers	3306.00	1520.00	152.00	19.00	28.50	38.00

**CLASSIFICATION - GROUP 2**

Mechanical (Front End) Loader Driver	18.29	27.44	36.58
Sack Sewer / Mealhandler	18.23	27.35	36.46
Unclassified labour			
First 200 hours	13.86	20.79	27.72
> 200 hours < 400 hours	14.06	21.09	28.12
After 400 hours	17.98	26.97	35.96

**EFFECTIVE APRIL 16, 2010**

	MONTHLY RATE	BI-WEEKLY RATE	DAILY RATE	HOURLY RATE	T&1/2 RATE	DBL.TIME RATE
<b>CLASSIFICATION - GROUP 1</b>						
Chief Operator / Maintenance (Shift Boss)	4471.80	2056.00	205.60	25.70	38.55	51.40
Qualified Operator (Evaporator, Acidulator)	3375.60	1552.00	155.20	19.40	29.10	38.80
Press, Separators, Dryers	3340.80	1536.00	153.60	19.20	28.80	38.40

**CLASSIFICATION - GROUP 2**

Mechanical (Front End) Loader Driver	18.49	27.74	36.98
Sack Sewer / Mealhandler	18.43	27.65	36.86
Unclassified labour			
First 200 hours	13.86	20.79	27.72
> 200 hours < 400 hours	14.26	21.39	28.52
After 400 hours	18.18	27.27	36.36

**EFFECTIVE APRIL 16, 2011**

	MONTHLY RATE	BI-WEEKLY RATE	DAILY RATE	HOURLY RATE	T&1/2 RATE	DBL.TIME RATE
<b>CLASSIFICATION - GROUP 1</b>						
Chief Operator / Maintenance (Shift Boss)	4511.82	2074.40	207.44	25.93	38.90	51.86
Qualified Operator (Evaporator, Acidulator)	3406.92	1566.40	156.64	19.58	29.37	39.16
Press, Separators, Dryers	3372.12	1550.40	155.04	19.38	29.07	38.76

**CLASSIFICATION - GROUP 2**

Mechanical (Front End) Loader Driver	18.67	28.01	37.34
Sack Sewer / Mealhandler	18.61	27.92	37.22
Unclassified labour			

First 200 hours	13.86	20.79	27.72
> 200 hours < 400 hours	14.41	21.62	28.82
After 400 hours	18.36	27.54	36.72

**EFFECTIVE APRIL 16, 2012**

	<b>MONTHL Y RATE</b>	<b>BI- WEEKL Y RATE</b>	<b>DAILY RATE</b>	<b>HOURL Y RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
<b>CLASSIFICATION - GROUP 1</b>						
Chief Operator / Maintenance (Shift Boss)	4551.84	2092.80	209.28	26.16	39.24	52.32
Qualified Operator (Evaporator, Acidulator)	3436.50	1580.00	158.00	19.75	29.63	39.50
Press, Separators, Dryers	3401.70	1564.00	156.40	19.55	29.33	39.10
<b>CLASSIFICATION - GROUP 2</b>						
Mechanical (Front End) Loader Driver				18.84	28.26	37.68
Sack Sewer / Mealhandler				18.78	28.17	37.56
Unclassified labour						
First 200 hours				13.86	20.79	27.72
> 200 hours < 400 hours				14.56	21.84	29.12
After 400 hours				17.95	26.93	35.90

**SECTION 6  
NET WORK**

**6.01 Contract Net Work**

No work on nets shall be done on a contract or piece work basis, other than by mutual consent of both parties. Should any group of fishers preparing their seine desire to work on a contract basis there shall be no objection on the part of the Union.

6.02 Networkers employed at a camp facility may be given alternate days off to Saturday and Sunday as the weekly days of rest. The principle of giving consecutive days shall be followed. This article shall apply only to the following categories when employed at a camp facility: Net Boss and Qualified Networker.

**6.03 Monthly Rated Networkers**

Employees commencing net work for the first time shall be classified as "First year Networkers." They shall serve a three year (one season shall be equivalent to one year) apprenticeship being classified successively as "First", "Second" and "Third" year Networkers. At the commencement of their fourth year (or season) they shall be classified as "Qualified Networkers" and paid accordingly.

6.04 Should instances occur where, in the opinion of the management, sufficient skill and ability has not been demonstrated by an individual employee during the qualifying period to justify upgrading, such cases shall be referred to the Qualified Networkers in the net loft concerned.

If, in the opinion of the qualified workers, the employee is entitled to the upgrading, they shall meet as a committee with management for the purpose of working out a satisfactory solution. If it is found impossible to work out a mutually acceptable solution by this procedure, the case shall be dealt with in the regular grievance procedure.

6.05 In no case shall there be more inexperienced workers (First, Second, Third year) employed than qualified networkers in any net operation. This principle shall apply to gillnet networkers; it being understood that circumstances may occur which make it impossible to rigidly apply the condition in all gillnet operations. At no time shall qualified workers be laid off in favour of apprentices.

The companies shall recognize and cooperate in the establishment of an individual record book system showing the service and experience of a networker engaged in net work.

**6.06 GENERAL WAGE RATES**

**EFFECTIVE APRIL 16, 2009**

<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI-WEEKLY RATE</b>	<b>DAILY RATE</b>	<b>HOURLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
Net Boss (Range)	3770.58	1733.60	173.36	21.67	32.51	43.34
	3857.58	1773.60	177.36	22.17	33.26	44.34
Qualified Networker	3753.18	1725.60	172.56	21.57	32.36	43.14
3rd Year Networker	3194.64	1468.80	146.88	18.36	27.54	36.72
2nd Year Networker	3159.84	1452.80	145.28	18.16	27.24	36.32
1st Year Networker	3133.74	1440.80	144.08	18.01	27.02	36.02

**CLASSIFICATION**

Seine Networker - (temporarily employed)

Qualified				21.57	32.36	43.14
Semi-qualified				18.21	27.32	36.42
Gillnet Networker						
Qualified				21.57	32.36	43.14
Semi-qualified				18.21	27.32	36.42

**EFFECTIVE APRIL 16, 2010**

<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI-WEEKLY RATE</b>	<b>DAILY RATE</b>	<b>HOURLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
Net Boss (Range)	3805.38	1749.60	174.96	21.87	32.81	43.74
	3892.38	1789.60	178.96	22.37	33.56	44.74
Qualified Networker	3787.98	1741.60	174.16	21.77	32.66	43.54
3rd Year Networker	3229.44	1484.80	148.48	18.56	27.84	37.12
2nd Year Networker	3194.64	1468.80	146.88	18.36	27.54	36.72
1st Year Networker	3168.54	1456.80	145.68	18.21	27.32	36.42

**CLASSIFICATION**

Seine Networker - (temporarily employed)

Qualified				21.77	32.66	43.54
Semi-qualified				18.41	27.62	36.82
Gillnet Networker						
Qualified				21.77	32.66	43.54
Semi-qualified				18.41	27.62	36.82

**EFFECTIVE APRIL 16, 2011**



<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI-WEEKLY RATE</b>	<b>DAILY RATE</b>	<b>HOURLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
Net Boss (Range)	3836.70	1764.00	176.40	22.05	33.08	44.10
	3923.70	1804.00	180.40	22.55	33.83	45.10
Qualified Networker	3819.30	1756.00	175.60	21.95	32.93	43.90
3rd Year Networker	3260.76	1499.20	149.92	18.74	28.11	37.48
2nd Year Networker	3225.96	1483.20	148.32	18.54	27.81	37.08
1st Year Networker	3199.86	1471.20	147.12	18.39	27.59	36.78

**CLASSIFICATION**

Seine Networker - (temporarily employed)						
Qualified				21.95	32.93	43.90
Semi-qualified				18.59	27.89	37.18
Gillnet Networker						
Qualified				21.95	32.93	43.90
Semi-qualified				18.59	27.89	37.18

**EFFECTIVE APRIL 16, 2012**

<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI-WEEKLY RATE</b>	<b>DAILY RATE</b>	<b>HOURLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
Net Boss (Range)	3866.28	1777.60	177.76	22.22	33.33	44.44
	3953.28	1817.60	181.76	22.72	34.08	45.44
Qualified Networker	3848.88	1769.60	176.96	22.12	33.18	44.24
3rd Year Networker	3290.34	1512.80	151.28	18.91	28.37	37.82
2nd Year Networker	3255.54	1496.80	149.68	18.71	28.07	37.42
1st Year Networker	3229.44	1484.80	148.48	18.56	27.84	37.12

**CLASSIFICATION**

Seine Networker - (temporarily employed)						
Qualified				22.12	33.18	44.24
Semi-qualified				18.76	28.14	37.52
Gillnet Networker						
Qualified				22.12	33.18	44.24
Semi-qualified				18.76	28.14	37.52

**SECTION 7  
WATCHKEEPERS**

- 7.01 The duties and schedule of daily hours of work and the commencement of the work week of Watchkeepers shall be detailed by the manager of each plant. It is recognized that due to the peculiarities of the various plants in the Industry, it is not practical to standardize duties throughout the Industry.
- 7.02 The general duty of Watchkeepers is to protect and maintain in an efficient and effective manner the Company's property.

7.03 All full time Watchkeepers are to be paid on a monthly rate. Relief and part-time Watchkeepers shall be paid on an hourly rate.

7.04 General Wage Rates

**EFFECTIVE APRIL 16, 2009**

<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI-WEEKLY RATE</b>	<b>DAILY RATE</b>	<b>HOURLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
Watchkeepers (monthly rated)	3128.52	1438.40	143.84	17.98	26.97	35.96
Watchkeepers (hourly rated)				17.98	26.97	35.96

**EFFECTIVE APRIL 16, 2010**

<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI-WEEKLY RATE</b>	<b>DAILY RATE</b>	<b>HOURLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
Watchkeepers (monthly rated)	3163.32	1454.40	145.44	18.18	27.27	36.36
Watchkeepers (hourly rated)				18.18	27.27	36.36

**EFFECTIVE APRIL 16, 2011**

<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI-WEEKLY RATE</b>	<b>DAILY RATE</b>	<b>HOURLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
Watchkeepers (monthly rated)	3194.64	1468.80	146.88	18.36	27.54	36.72
Watchkeepers (hourly rated)				18.36	27.54	36.72

**EFFECTIVE APRIL 16, 2012**

<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI-WEEKLY RATE</b>	<b>DAILY RATE</b>	<b>HOURLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
Watchkeepers (monthly rated)	3224.22	1482.40	148.24	18.53	27.80	37.06
Watchkeepers (hourly rated)				18.53	27.80	37.06

**SECTION 8  
FRESH FISH/COLD STORAGE**

8.01 Group 1 – Fresh Fish Shed Workers grouping consists of more onerous jobs in Fresh Fish, such as unloading, grading, operating tow motors, heading, etc., and employees so categorized must be physically capable of performing such work and related heavy lifting.

Group 2 – Fresh Fish Line Workers grouping consists of work of a lighter nature such as wrapping, panning, weighing and other related work.

### **Other Wage Scales**

8.02 Employees required to go aboard boats to load or unload loose fish shall receive \$0.20 per hour in addition to their regular hourly rate, or in the event of overtime in addition to the regular overtime rate. For purposes of determining whether the bonus shall be paid when mixed loads of boxed or loose fish are loaded or unloaded, whenever the majority of the load is loose fish the bonus shall be paid for the entire load and, conversely, when the majority of the load is boxed fish the bonus shall not be paid. If an employee assigned to the job of unloading is classified as a “grader” such employee shall receive \$0.20 per hour in addition to the grader’s rate.

8.03 Employees loading sharp freezers shall receive \$0.10 per hour above their classified rate for all hours so employed.

8.04 Truck drivers while driving vehicles requiring possession of an air brake certificate shall receive \$0.10 per hour in addition to their regular rate.

### **8.05 Wage Applications**

#### **8.05.1 Smokehouse**

Smokehouse employees shall be on the same wage basis as Fresh Fish workers.

#### **8.05.2 Cannery work done in Fresh Fish**

At combination plants when processing is done in the Fresh Fish as part of an operating cannery line, work on such processing shall be considered as cannery work and shall be paid for under the Cannery General Labour Supplement.

#### **8.05.3 Shrimps and Crabs**

Piece work rates or a bonus incentive plan may be established by mutual agreement between the parties hereto for picking crabs and shrimps in operations engaged in freezing and/or packaging this product. The Group 2 rates shall be paid as a minimum for such work.

#### **8.05.4 Filleters**

If Filleters are assigned to work at a classification with a lower wage scale than their own for a period in excess of two (2) consecutive hours, then the lower wage scale shall be paid for the entire period so worked.

#### **8.05.5 Split Fresh Fish and Cold Storage Work**

Wherever and whenever possible the Company shall maintain the principles of a separate crew for fresh fish work and a separate crew for cold storage work (except that in the case of out-of town plants, if it is the practice at a particular plant not to have separate fresh fish and cold storage crews and employees work both in and out of cold storage, the Company concerned shall employ combination fresh fish and cold storage employees who shall be paid the cold storage rate for the total period employed). Should emergencies occur the Company may require fresh fish employees to enter cold storage and employees so employed shall be paid the cold storage rate for all hours during which they are steadily or intermittently employed in the cold storage. (Any fresh fish employees required to enter cold storage more than once during an eight-hour day, or such longer period as may be worked during a day, shall be deemed intermittently employed in cold storage for such day).

In no case shall the cold storage qualifying period be utilized to lower the rate of fresh fish workers when employed under the circumstances as outlined herein.

If under special or emergency conditions, cold storage employees are required to work sporadically in fresh fish, they shall suffer no reduction in pay.

The conditions as stated herein may be varied as the result of mutual agreement between employees and management at a particular plant, provided Headquarters of the Union is notified of such mutual arrangement prior to same being put into effect, in conformity with Article 4.05 of the Master Agreement.

#### 8.05.6 Herring Roe Classifications

There shall be two classifications established in the Herring Roe operation, Herring Roe Packer and Herring Roe Popper, both to be paid under Group 2 -Fresh Fish lineworkers rates. Employees shall be given preference as to the choice of classification, providing they are capable of doing the work involved.

#### 8.05.7 Inexperienced Lift Truck Drivers – Herring Roe

Inexperienced Lift Truck drivers employed in Herring Roe operations shall be paid, as a minimum, the 400 hours Shedworker rate during such employment.

#### 8.06 Qualifications

##### 8.06.01 General

Should instances occur when the opinion of the management, sufficient skill and ability has not been demonstrated by individual employees during the qualifying periods set forth in the Wage Schedule to justify up-grading such cases shall be referred to a committee of qualified workers elected by the employees which committee shall, in consultation with the management and the employee concerned, work out a solution satisfactory to both parties. Should it prove impossible to reach a mutually acceptable solution through this procedure, the case shall be dealt with under the regular Grievance Procedure.

##### 8.06.02 Fresh Fish Grader

To qualify as a Grader an employee must have served a minimum of 800 hours at actual grading. In selecting employees to train as Graders, the Company shall have the right of trying out employees at the job for a maximum probationary period of 200 hours.

Should the employee demonstrate the necessary skill and ability during the probationary period, the hours for establishment of qualifications shall commence from the start of the probationary period.

The Grader's rate shall apply to those now classified as Graders and to those who qualify and are permanently classified as Graders. Others who qualify as Graders but who are not permanently classified as such shall receive the Graders rate for the hours employed at grading only.

#### 8.07 Filleter Production Standards

8.07.1 The following poundages of fillets to be cut per hour per filleter shall be established to qualify for the wage rates for filleters as set out herein.

	EXPERIENCED	SEMI-QUALIFIED
<b>Soles – 12” and Over</b>		
Skinned two sides	45 lbs.	30 lbs.
Skinned one side	60 lbs.	45 lbs.
<b>Ling Cod</b>	200 lbs.	160 lbs.
<b>Red Cod</b>	70lbs.	55 lbs.
<b>True Cod</b>	65 lbs.	50 lbs.
<b>Salmon – Coho, Spring, Silver</b>		
Unskinned	200 lbs.	150 lbs.

- 8.07.2 The minimum base yield per 100 lbs. of raw fish shall be 33% on soles, skinned two sides and comparable yields shall be obtained for other species.
- 8.07.3 The foregoing Production Standards are based on fair average quality and size of each species of fish. Tolerance under the Production Standards may be allowed by the management in the event fish are designated below fair average quality and size.
- 8.07.4 The average hourly poundage shall be arrived at by dividing actual filleting hours on each type of fish, as listed, during each pay period into the total poundage of each type of fish cut during that particular pay period by the individual employees concerned.
- 8.07.5 At plants or times where employees classified as Filleters are not steadily employed cutting fish, but spend considerable time on miscellaneous fish work, the Company concerned may run poundage tests from time to time, such tests to be on the basis of at least four (4) consecutive actual filleting hours on one type of fish.
- 8.07.6 Time spent on relief periods, in cleaning up or in doing other miscellaneous work as directed shall not be included in filleting hours.
- 8.07.7 Any drop in productivity or quality shall be immediately taken up with the Shop Stewards by the management.
- 8.07.8 Employees classified as "Inexperienced Filleters" shall be allowed a maximum period of 100 hours, to develop the necessary skill and speed to fulfill the Production Standards as stipulated herein for "Semi-qualified Filleter". Should the employee prove unable to qualify as "Semi-qualified" within the 100 hours the employee shall be returned to regular fish work and another employee will be given the opportunity to fillet. "Semi-qualified Filleters" shall be classified as "Qualified Filleters" as soon as they can fulfill the necessary Production Standards. In cases where employees show special adaptability, they may be advanced directly from "Inexperienced" to "Qualified", these classifications being based entirely on quality and productivity.  
  
Nothing in the foregoing paragraph shall prevent the Company from placing "Inexperienced or Semi-Qualified" fish workers on the cutting tables for short periods to try out at knife work, provided however, "Semi-qualified" and "Qualified" filleters shall not be displaced by such inexperienced employees.
- 8.07.9 In instances where a semi-qualified filleter has met the Production Standards in all but one species because of the unavailability of such specie, they may be temporarily upgraded to a qualified filleter until such specie is available. If the standards are not met when such specie becomes available, they will revert back to the semi-qualified rate until such time as the standards are met for all species.

**8.08 GENERAL WAGES RATES**  
**EFFECTIVE APRIL 16, 2009**

<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI-WEEKLY RATE</b>	<b>DAILY RATE</b>	<b>HOURLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
<b>COLD STORAGE</b>						
First 200 hours				14.11	21.17	28.22
> 200 hours < 400 hours				14.31	21.47	28.62
After 400 hours				18.25	27.38	36.50
After 1000 hours				18.85	28.28	37.70
<b>GROUP 1 - F.F. SHED WORKERS</b>						
First 200 hours				13.86	20.79	27.72
> 200 hours < 400 hours				14.06	21.09	28.12
After 400 hours				17.98	26.97	35.96

After 1000 hours	18.63	27.95	37.26
Grader	18.97	28.46	37.94
<b>GROUP 2 - F.F. LINE WORKERS</b>			
First 200 hours	13.86	20.79	27.72
> 200 hours < 400 hours	14.06	21.09	28.12
After 400 hours	17.98	26.97	35.96
<b>FILLETERS</b>			
Inexperienced	17.98	26.97	35.96
Semi-qualified	18.17	27.26	36.34
Qualified	18.63	27.95	37.26
<b>TRUCK DRIVERS</b>			
Under 30,000#GVW	18.63	27.95	37.26
30,000# GVW & over	18.76	28.14	37.52

**EFFECTIVE APRIL 16, 2010**

CLASSIFICATION	MONTHLY RATE	BI-WEEKLY RATE	DAILY RATE	HOURLY RATE	T&1/2 RATE	DBL.TIME RATE
<b>COLD STORAGE</b>						
First 200 hours				14.11	21.17	28.22
> 200 hours < 400 hours				14.51	21.77	29.02
After 400 hours				18.45	27.68	36.90
After 1000 hours				19.05	28.58	38.10
<b>GROUP 1 - F.F. SHED WORKERS</b>						
First 200 hours				13.86	20.79	27.72
> 200 hours < 400 hours				14.26	21.39	28.52
After 400 hours				18.18	27.27	36.36
After 1000 hours				18.83	28.25	37.66
Grader				19.17	28.76	38.34
<b>GROUP 2 - F.F. LINE WORKERS</b>						
First 200 hours				13.86	20.79	27.72
> 200 hours < 400 hours				14.26	21.39	28.52
After 400 hours				18.18	27.27	36.36
<b>FILLETERS</b>						
Inexperienced				18.18	27.27	36.36
Semi-qualified				18.37	27.56	36.74
Qualified				18.83	28.25	37.66
<b>TRUCK DRIVERS</b>						
Under 30,000#GVW				18.83	28.25	37.66
30,000# GVW & over				18.96	28.44	37.92

**EFFECTIVE APRIL 16, 2011**

MONTHLY RATE	BI-WEEKLY RATE	DAILY RATE	HOURLY RATE	T&1/2 RATE	DBL.TIME RATE
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**CLASSIFICATION****COLD STORAGE**

First 200 hours	14.11	21.17	28.22
> 200 hours < 400 hours	14.66	21.99	29.32
After 400 hours	18.63	27.95	37.26
After 1000 hours	19.23	28.85	38.46

**GROUP 1 - F.F. SHED WORKERS**

First 200 hours	13.86	20.79	27.72
> 200 hours < 400 hours	14.41	21.62	28.82
After 400 hours	18.36	27.54	36.72
After 1000 hours	19.01	28.52	38.02
Grader	19.35	29.03	38.70

**GROUP 2 - F.F. LINE WORKERS**

First 200 hours	13.86	20.79	27.72
> 200 hours < 400 hours	14.41	21.62	28.82
After 400 hours	18.36	27.54	36.72

**FILLETERS**

Inexperienced	18.36	27.54	36.72
Semi-qualified	18.55	27.83	37.10
Qualified	19.01	28.52	38.02

**TRUCK DRIVERS**

Under 30,000#GVW	19.01	28.52	38.02
30,000# GVW & over	19.14	28.71	38.28

**EFFECTIVE APRIL 16, 2012**

<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI-WEEKLY RATE</b>	<b>DAILY RATE</b>	<b>HOURLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
<b>COLD STORAGE</b>						
First 200 hours				14.11	21.17	28.22
> 200 hours < 400 hours				14.81	22.22	29.62
After 400 hours				18.80	28.20	37.60
After 1000 hours				19.40	29.10	38.80
<b>GROUP 1 - F.F. SHED WORKERS</b>						
First 200 hours				13.86	20.79	27.72
> 200 hours < 400 hours				14.56	21.84	29.12
After 400 hours				18.53	27.80	37.06
After 1000 hours				19.18	28.77	38.36
Grader				19.52	29.28	39.04
<b>GROUP 2 - F.F. LINE WORKERS</b>						
First 200 hours				13.86	20.79	27.72
> 200 hours < 400 hours				14.56	21.84	29.12
After 400 hours				18.53	27.80	37.06
<b>FILLETERS</b>						
Inexperienced				18.53	27.80	37.06
Semi-qualified				18.72	28.08	37.44

Qualified	19.18	28.77	38.36
<b>TRUCK DRIVERS</b>			
Under 30,000#GVW	19.18	28.77	38.36
30,000# GVW & over	19.31	28.97	38.62

**SECTION 9  
REFRIGERATION, POWERHOUSE AND STEAM ENGINEERS**

- 9.01 All Refrigeration Engineers on continuous shift shall receive \$0.40 per hour premium pay for all straight time hours worked between Saturday midnight and Sunday midnight.
- 9.02 Refrigeration shift engineers who spend the major part of their time on general plant-wide maintenance shall receive Maintenance rate.
- 9.03 General Wage Rates

**EFFECTIVE APRIL 16, 2009**

	<b>MONTHLY RATE</b>	<b>BI- WEEKL Y RATE</b>	<b>DAILY RATE</b>	<b>HOURL Y RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
<b>CLASSIFICATION</b>						
Maintenance Engineer (see 9.02)	4477.02	2058.40	205.84	25.73	38.60	51.46

**EFFECTIVE APRIL 16, 2010**

	<b>MONTHLY RATE</b>	<b>BI- WEEKL Y RATE</b>	<b>DAILY RATE</b>	<b>HOURL Y RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
<b>CLASSIFICATION</b>						
Maintenance Engineer (see 9.02)	4517.04	2076.80	207.68	25.96	38.94	51.92

**EFFECTIVE APRIL 16, 2011**

	<b>MONTHLY RATE</b>	<b>BI- WEEKL Y RATE</b>	<b>DAILY RATE</b>	<b>HOURL Y RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
<b>CLASSIFICATION</b>						
Maintenance Engineer (see 9.02)	4557.06	2095.20	209.52	26.19	39.29	52.38

**EFFECTIVE APRIL 16, 2012**



<b>CLASSIFICATION</b>	<b>MONTHLY RATE</b>	<b>BI-WEEKLY RATE</b>	<b>DAILY RATE</b>	<b>HOURLY RATE</b>	<b>T&amp;1/2 RATE</b>	<b>DBL.TIME RATE</b>
Maintenance Engineer (see 9.02)	4597.08	2113.60	211.36	26.42	39.63	52.84

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**SECTION 10  
TERMINATION OR REVISION**

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10.01 This supplement is signed in conjunction with the Master Agreement and is recognized as being part of same.

All rates and conditions set forth in this Supplement are effective as from and including April 16, 2009, except where another date is specifically stipulated herein, and termination or revision of this Supplement shall be governed by the conditions as stated in the Master Agreement.

IN WITNESS WHEREOF the said parties hereto have hereunder set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2009

**Canadian Fishing Company**

**B.C. Provincial Council  
United Fishermen And  
Allied Workers' Union/CAW**

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Authorized Signature

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Authorized Signature

**MEMORANDUM  
OF UNDERSTANDING**

**EQUAL OPPORTUNITIES  
FOR EMPLOYMENT**

**PREAMBLE**

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The Parties endorse the principle of equal opportunity for employment and that in so far as is practicable, the order of call out to work should be made without regard to gender. The Parties shall therefore undertake the following measures to achieve the principles.

The Parties signatory to the 2009 - 2013 Shoreworker Master Agreement agree:

1. The Parties will endeavour to ensure that there shall be no discrimination between employees with respect to seniority or job opportunity, either in fact or by description.
2. That each plant shall set up a small working committee to review plant procedures with respect to call-outs, job postings, training and related matters. Each plant committee will include representation of the Shop Steward Committee and local plant management and the committee's task shall be to:
  - a) Assess the application of seniority and call-out arrangements to ensure opportunity for employment is equal without regard to gender.
  - b) Review problems and complaints as they may arise to discourage the elevation of such complaints to the level of grievances.
  - c) Ensure as much as possible that all procedures shall be designed to provide equal opportunity for all employees to all jobs based on seniority, skill, ability, and requirements of the job.
  - d) Shall assist in undertaking a review of classifications and rate structure including the base rate plus premium proposal as well as possible implementation of the 1000 hour rate (by increments if necessary) and forward any recommendations to the 1995 negotiations).
  - e) Where the seniority lists for a plant department or working group are impediments to the objectives of this memorandum, Headquarters of the Union and the Company shall attempt to agree to revise seniority lists and/or plant seniority plans in consultation and with the approval of the Company and of the Union's membership directly affected.

The Parties will make every effort to ensure the small working committees shall be set up at each plant. The committees shall meet as often as is required, but at least quarterly. Minutes of all meetings shall be forwarded to the headquarters of the Company and the Union as soon as possible following such meetings.
3. If there is a conflict between this memorandum and the collective agreement, the collective agreement shall apply.

Signed at Vancouver, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2009

**Canadian Fishing Company**

**B.C. Provincial Council  
United Fishermen And**

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Authorized Signature

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Authorized Signature

**MEMORANDUM OF  
UNDERSTANDING**

**SEXUAL HARASSMENT  
POLICY STATEMENT**

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The Company and the United Fishermen and Allied Workers' Union/CAW recognize and support the right of all employees to work in an environment free from sexual harassment, and to that end, are committed to providing a workplace free of sexual harassment and making every reasonable effort to ensure that no employee is subjected to sexual harassment.

Sexual harassment shall be defined as "any unwanted sexual comments, looks, suggestions, or physical contact, directed at an employee, which creates an uncomfortable, intimidating, hostile, or defensive working environment."

The offence need not necessarily infer "compliance" as a condition of employment, or the offer and/or maintenance of some benefit in exchange for sexual favors. Sexual advances outside of normal working hours and away from the working environment may be construed as harassment where there is a critical link to employment.

This policy applies to all employees, both in and outside of the bargaining unit, recognizing that the alleged perpetrator or harasser, and the harassed, may represent any level of the organization. Harassment as defined is not limited to male-female, but also includes female-male, male-male and female-female incidents. Harassment need not be accompanied by threats or rewards to be termed such.

Any employee who feels his or her rights under this policy have been violated is encouraged to report the incident to his or her supervisor either verbally or in writing. The employee may be accompanied by another person of their choice during this process if they deem this necessary. The supervisor will advise the Personnel/Human Resources Department of the complaint and all pertinent information.

The Company and the Union shall each appoint a designate to conduct a joint investigation and each designate must have experience and/or training concerning sexual harassment. The joint investigation shall be a fact-finding investigation and the designates shall submit a report, detailing their findings and recommendations, to the Human Resources Department and Union headquarters as soon as possible after receipt of the complaint. Management will take immediate action if necessary. Nevertheless management shall within thirty (30) days of receiving the report, give such orders as may be necessary.

Nothing shall preclude an employee from involving a Shop Steward outside official or a union official at any stage of the investigation.

No complainant shall be transferred to positions against his or her will.

Anyone who is found to have sexually harassed another employee will be subject to discipline up to and including dismissal. The amount and form of the discipline will depend upon the circumstances of the harassment, whether the person recognizes the seriousness of his or her conduct and whether the person has previously been disciplined for such conduct.

The Company and the Union agree that extreme care will be taken to ensure that confidentiality will be respected throughout.

Employees should be aware that provisions of the British Columbia Human Rights Code and the Canadian Human Rights Act provide for redress in respect to sexual harassment.

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**Canadian Fishing Company**

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**United Fishermen and Allied Workers Union-CAW**

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## **MEMORANDUM OF AGREEMENT**

### **WORK CREATION AND NEW WORK OPPORTUNITIES**

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BETWEEN:

**CANADIAN FISHING COMPANY  
OF THE FIRST PART**

AND:

**BRITISH COLUMBIA PROVINCIAL COUNCIL,  
UNITED FISHERMEN AND  
ALLIED WORKERS' UNION/CAW**  
(hereinafter referred to as the "Union")  
**OF THE SECOND PART**

### **PREAMBLE**

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Whereas both the union and the company have agreed that a mutual goal is to develop more work in unionized fish plants under the jurisdiction of the UFAWU/CAW.

Whereas both parties agree that the emphasis for this work should be on parts of the year described as "non-peak seasons" so that the work will benefit directly regular employees of these plants and pay plant overheads in non peak periods.

Whereas both parties agree that the objective this memorandum is to develop this work on new products and/or species.

Whereas both the union and the company agree that to create this new work a new relationship between the union and the company is necessary.

Whereas the UFAWU/CAW and the company agree that the objective is to bring in this new work at regular union rates and conditions, but that in the initial stages this work may require lower rates or different conditions.

Therefore the parties agree:

1. This memorandum shall become part of the "Master Agreement" negotiated between the UFAWU/CAW and the Canadian Fishing Company and its length shall reflect the master agreement.
2. Employees who chose to work on products, which are being processed under this memorandum, shall do so on a voluntary basis.

3. Both parties agree that work developed under this agreement shall be done on the basis of overall plant seniority unless mutually agreed to by the company and the union at the plant level. Employees involved shall indicate their interest and be capable of performing the new work.
4. Both parties agree that employees who volunteer to work under this agreement shall not be placed on this work when other work at a higher rate is available to them. Should the company assign an employee to work under this agreement when other work at a higher rate is available, the employee shall be paid the higher rate unless otherwise agreed to at the plant level.
5. Employees considered to be working under the trades classification shall not have their wages and conditions affected by this agreement.
6. The company agrees that where an employee is not on the call out list for work under this memorandum, it shall be considered that there is no work available for them at the plant in the same way a worker from one department is "not available" for work in another department under normal seniority rules.
7. Proposals to develop new work through new products and specie processing may be advanced by either the union or the company. The parties agree that it is in the mutual interest of both parties to include the other at the earliest stages of research and development.
8. The parties agree that the following guidelines will apply for inclusion of work under this memorandum.
  - a) The work is presently not being done in a plant under the terms and conditions of this "Master Agreement"
  - b) The impact on other unionized operations will be considered by parties.
  - c) The new work will create more employment in the plant and contribute positively to the earnings of employees at the plant and make a positive contribution to the company overhead.
9. All work negotiated under this agreement shall have fixed time for the application of this agreement. At the conclusion of this time frame (i.e. a year), the parties may discontinue, continue or amend the agreement.
10. Plans to bring new work to the plants may require developing seniority plans, rates of pay, flexible hours of work and productivity standards. If one or more of these changes are required, the specifics shall be negotiated between the UFAWU/CAW and the company according to the terms of this agreement. All changes must be approved by headquarters of the Union. Where the two parties cannot agree to changes to wages and/or working conditions, the issue may be referred, by mutual consent, to an arbitrator. The arbitrator shall make a recommendation after submissions from both parties. This recommendation shall not be binding on either party. The company, following this process, will not be obligated to proceed and the union will not be obligated to accept the recommendation.
11. The company agrees that financial records shall be kept for work under this agreement. At the request of the union, the company shall allow the union to review the records. The union may seek outside advice from a qualified professional to do this. The professional shall not be associated with any fishing company. The union agrees the information shall remain confidential and available only to the crew directly involved in work under this agreement.
12. Any decision to suspend an operation set up under this agreement shall not be done without prior consultation with the union.
13. A Work Creation and New Work Opportunities Committee shall be established at each plant. The guidelines for operation of the committee shall be:
  - a) Each plant to set up a committee made up at least three (3) Union representatives chosen by the union and an equal number of management representatives. Head-quarters of the union is welcome to attend any or all meetings.
  - b) Each Committee shall oversee the funds and shall meet no less than once per month (12 times per year). Union committee members shall be paid wages from the fund for all committee work.

- c) Funds may be used to develop perspectives and to research the possibilities of introducing new products into the plant where it can be seen to increase employment. Funds may also be used to cover committee members off-site investigation expenses and other expenses mutually agreed to by the committee. No money from the fund will be disbursed without the agreement of both parties. Should the parties disagree; the matter will be referred to the headquarters of the union and the company for further discussion.
  - d) The company will provide an annual statement to the union committee members and headquarters of the union outlining the expenditures and balance of the fund. The union may request this at other times of the year.
15. The company shall contribute 5¢ per straight time hour to a New Product and Work Creation Fund which will be used to develop work under this memorandum for the duration of this agreement.

Signed in Vancouver, B.C. this day \_\_\_\_\_ of \_\_\_\_\_, 2009.

**Canadian Fishing Company**

**United Fishermen and Allied Workers Union-CAW**

### **MEMORANDUM OF AGREEMENT**

BETWEEN:

**CANADIAN FISHING COMPANY**

AND:

**UNITED FISHERMEN AND ALLIED WORKERS UNION/CAW**

### **JOINT COMMITTEE PROCESS**

1. The parties commit to continue the joint committee process that began with the Memorandum of Settlement of August 1999.
2. More management personnel at the Home Plant will participate in the joint committee training and in the activities of the joint committee at this plant.
3. The joint committees in the both Vancouver and Prince Rupert should be more closely connected with the decision-making processes of the plants and the company as a whole.
4. Senior management will become more involved in the work of the joint committees.
5. Further facilitation of the work of the joint committee at Home Plant is required in order to get this committee on the right track. The Prince Rupert joint committee has started to operate without facilitation, and can continue to do so until such time as the joint committee is unable to reach consensus on critical issues. If this occurs, facilitation, or other forms of outside assistance, will be made available from the new work committee funds or other external sources. Selection of a facilitator will be mutually agreeable.
6. If the committee requests the company will allow the Prince Rupert committee to make oral or written presentations, as is practicable, and the Home plant committee to make oral presentations to the company (appropriate CFC decision makers) who will reply directly to the committee in a timely fashion.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

**Canadian Fishing Company**

**B.C. Provincial Council  
United Fishermen And  
Allied Workers' Union/CAW**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**CANADIAN FISHING COMPANY**

AND:

**UNITED FISHERMEN AND ALLIED WORKERS UNION/CAW**

**PENSION WORKING GROUP**

The parties agree to establish a joint working group comprising appropriate company, union and pension trustee representatives to investigate possible changes to the structure of Parts 1 and 2 of the Shoreworkers Pension Plan with Canadian Fishing Company.

The intent of the analysis is to determine if there are options to rearrange the company contributions and/or structure of the Plan so as to continue a good pension for employees of the company while providing an incentive (or at least no disincentive) for older workers to retire, should they so wish.

The working group will undertake the study as soon as practicable and will provide its results and recommendations to the parties.

If mutually agreed, the parties may implement the recommendations during the term of the collective agreement, or the parties may use the report and recommendations to inform the next round of bargaining.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**Canadian Fishing Company**

**B.C. Provincial Council  
United Fishermen And  
Allied Workers' Union/CAW**

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Authorized Signature

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Authorized Signature



**APPENDIX A**  
**MEMORANDUM OF AGREEMENT**  
  
**SHOREWORKER PENSION PLAN**

THIS AGREEMENT dated for reference this 19<sup>th</sup> day of July, 2000.

BETWEEN:

**CANADIAN FISHING COMPANY**

(hereinafter referred to as the "Company")

OF THE FIRST PART

AND:

**BRITISH COLUMBIA PROVINCIAL COUNCIL,**

**UNITED FISHERMEN AND ALLIED WORKERS' UNION/CAW**

(hereinafter referred to as the "Union")

OF THE SECOND PART

The parties hereto agree as follows, and further agree that this document and the covenants contained herein shall form part of the collective agreement between the parties:

**1. DEFINITIONS**

1.1 For the purposes of this agreement, unless there is something in the subject matter or context inconsistent therewith each of the following words, phrases and expressions shall have the meanings ascribed thereto:

a) "Applicable Legislation" means

i) any statute of Canada, or of the Province of British Columbia, or any regulation prescribed under any statute of Canada, or the Province of British Columbia which requires compliance by the Plan; and

ii) the requirements for registered pension plans under or pursuant to the Income Tax Act (Canada);

b) "Company" means any company which is subject to the collective agreement currently in force between the parties;

- c) "Employee" means any person who is subject to the collective agreement currently in force between the parties;
- d) "Gross Earnings" means the sum of:
  - I. the gross annual earnings of an Employee received from the Company excluding the amount of any taxable benefits received by the Employee,
  - II. in the case of an employee on a statutory leave, who elects to continue making contributions pursuant to paragraph 4.2 during such leave, the amount, reasonably estimated by the Employer, of the gross earnings of the employee during such leave had the employee been available for work on a regular basis, provided that the cumulative total number of years of such leave shall not
    - (A) Five years of statutory leaves other than pregnancy leaves, or
    - (B) Eight years of statutory leaves in total, and
  - III. for the purposes only of determining the Pension Adjustment under the Income Tax Act (Canada) with respect to contributions made pursuant to clause 4.3 (but not for the purpose of determining the amount of contributions), any "prescribed amount" under the Income Tax Regulations."
- e) "Member" means an employee who meets the eligibility requirements in section 3 of this agreement and on whose behalf contributions are payable pursuant to the provisions of this agreement;
- f) "Plan" means the Shoreworker Pension Plan, administered by the United Fishermen and Allied Workers' Union/CAW created by the Union and the Trustees in accordance with the Report;
- g) "Report" means the Report of the Industrial Inquiry Commission regarding the Fish Processing Industry and the GATT ruling dated April 15, 1991;
- h) "Statutory Leave" means pregnancy leave, parental leave, bereavement leave, or a period of attendance at court as a juror;
- i) "Trust Agreement" means the trust agreement constituted by the Union and the Trustees to receive funds contributed to the Plan;
- j) "Trust Fund" means the fund created pursuant to the Trust Agreement to hold all funds contributed to the Plan; and
- k) "Trustees" means any trustees appointed or elected as trustees of the Plan.

## 2. **STRUCTURE OF PLAN**

- 2.1 The Plan shall be a money-purchase plan.
- 2.2 The Plan shall be administered by not less than three Trustees appointed by the Union.
- 2.3 The contributions of both the Member and the Company together with any accumulated interest, shall vest immediately.
- 2.4 No provision of the Plan or Trust Agreement shall be inconsistent with sections 2 through 6 of this agreement and such inconsistent provision shall be void and unenforceable.

2.5 The parties agree that, notwithstanding paragraph 2.4 of this agreement; other than paragraphs 2.1 or 5.2, no provision of this agreement is intended to affect any agreement reached with respect to the Plan between the Trustees, the Union and any employer not a party to this agreement.

### 3. **ELIGIBILITY**

3.1 An employee shall be eligible and shall become a Member of the Plan at the beginning of the calendar year following

- a) the calendar year in which the employee reaches 1,000 cumulated hours of service, or
- b) two complete years of continuous employment with the employer after December 31, 1990 with earnings of not less than 35 per cent of the year's maximum pensionable earnings (as defined in the Canada Pension Plan) in each of two consecutive calendar years."

3.2 A person commencing employment with the Company after being a member of the Plan will not have to qualify pursuant to paragraph 3.1 above as long as he or she did not withdraw his or her interests in the Plan on or after the date he or she last ceased employment with an employer participating in the Plan or if he or she did withdraw his or her interests the date of withdrawal was less than 2 years prior to the date of commencement of employment with the Company.

3.3 The Plan is compulsory except for Employees who are members of an existing Company pension plan as of September 1, 1991, and who elect to remain members of such plan.

### 4. **CONTRIBUTIONS AND REMITTANCES TO TRUSTEES**

4.1 Commencing September 1, 1991, the company shall make employee contributions equal to 3.5% of each Member's Gross Earnings to the Plan.

4.2 By payroll deduction, each Member shall contribute 3.5% of his or her Gross Earnings.

4.3 The Company shall, in addition to any contributions required to be made by the Company pursuant to clause 4.1, contribute to the Plan Fifty-two (52) cents per straight time hour effective April 16, 1997. All contributions made pursuant to this paragraph shall be allocated to members of the Plan who are 45 years of age or older as of December 31, 1991 or become 45 in subsequent years, in accordance with the formula provided in the Report. A decision to change the age of qualification for Part Two of the plan shall be at the discretion of the Trustees.

4.4 A Member may also increase, by payroll deduction, his or her contribution. This may be done, in writing, once a year.

4.5 Notwithstanding any other provision of this Agreement, contributions to the Plan allocated to a Member shall not exceed the amounts which would result in a Pension Adjustment for that member in excess of that permitted by Section 147.1(8) or (9) of the Income Tax Act (Canada). In the event contributions in excess of such amount are made by any Member or the Company, the Trustees shall refund such excess to the Member or the Company as applicable. Any refund to the Company will be paid to the Member by the company as directed by the Union.

4.6 Should operation of the Plan result in the need to refund monies to a Member due to provisions of Applicable Legislation, the Company will assist in such refunds if requested by the Union,

4.7 The company shall forward all the contributions in respect of each pay period ending in any month to the Trustees no later than 20 calendar days following the last day of that month.

4.8 Should the company fail to make the necessary payments within the time period outlined, the company shall pay interest at the prime rate as determined by the Company and the Trustees, or failing that, the

rate set by the Royal Bank of Canada, such interest to accrue from the first day of the month following the month in which the contributions are for until the date that the necessary payments are made to the Trustees.

4.9 The Company agrees that the necessary documents and information needed for the proper administration of the Plan will be provided in a form agreed upon by the parties.

**5. LIABILITIES**

5.1 The Company shall not have any liability or obligations with regard to the Plan other than those outlines in this agreement.

5.2 Any decision to create a “defined benefit provision as defined in Section 147.1(1) or the Income Tax Act (Canada)” in the Plan must be approved by the Company.

**6. MISCELLANEOUS**

6.1 The Company shall have the right to inspect every auditor’s report regarding the Trust Fund and may obtain a copy of such auditor’s report at the Company’s expense.

6.2 Each of the parties agrees to execute and deliver such further and other document and assurances and writings as may reasonably be required to implement this Agreement.

6.3 The Company shall provide to the Union, at the request of the Union, a certificate from the Company’s auditors confirming that all contributions required to be made pursuant to the provisions of this agreement have been made by the Company.

6.4 This agreement shall enure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

Executed at Vancouver as of the day, month and year first above written.

**Canadian Fishing Company**

**B.C. Provincial Council  
United Fishermen And  
Allied Workers’ Union/CAW**

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Authorized Signature

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Authorized Signature

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**CANADIAN FISHING COMPANY**

AND:

**UNITED FISHERMEN AND ALLIED WORKERS UNION-CAW**

**COMMERCIALLY ACCEPTABLE COLD STORAGE RATES**

Commercially acceptable rates shall be measured:

1. Against 2009 J.S. McMillan, Versacold, and Delta Pacific Seafoods Ltd. cold storage rates.
2. Against the rates of each of the above facilities for the subsequent years.
3. And considering the net trucking costs to and from Prince Rupert and Vancouver for these same years.
4. The company shall produce the bills for each year if the company considers the rates charged in Prince Rupert to be "commercially unacceptable".
5. If the rates are deemed to be "commercially unacceptable" the company shall give the union notice by January 10<sup>th</sup> of the applicable year and the union and company shall meet to see if the problem can be resolved prior to a final decision being made.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**Canadian Fishing Company**

**B.C. Provincial Council  
United Fishermen And  
Allied Workers' Union/CAW**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

## MEMORANDUM OF AGREEMENT

BETWEEN:

**CANADIAN FISHING COMPANY**

AND:

**UNITED FISHERMEN AND ALLIED WORKERS UNION-CAW**

### **PRINCE RUPERT ROE HERRING PROCESSING AGREEMENT**

**The parties agree that as part of the shoreworker agreement for the contract years April 16, 2009 to April 15, 2013 the company shall commit to process herring in Prince Rupert under the following conditions:**

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The company commits to thaw, pop and grade, to the standards of the year, in Prince Rupert, all Canadian Fishing Company caught and purchased roe herring from the Queen Charlotte Island and Prince Rupert herring fishing areas in any given year, subject to the following conditions:

1. The company is able to freeze in an acceptable time frame to preserve the quality of herring caught in the northern areas in Prince Rupert and the company is able to store the frozen herring in a commercial cold storage in Prince Rupert at a commercially acceptable rate. The company is not obligated to process any roe herring in Prince Rupert that was not frozen and stored in Prince Rupert.
2. The company requires that the herring processing in Prince Rupert will fit with its overall sales and marketing schedule and will not be required to process herring in Prince Rupert to a later date than it processes in southern British Columbia facilities.
3. Herring processing operations in Prince Rupert are limited to the quantity of herring that can be processed on a two-shift straight-time schedule.
4. If the company decides not to process roe herring in Prince Rupert in any given year, the company will notify the union prior to February 15<sup>th</sup> of that year and the union, at their sole option, would have the right to terminate the collective agreement effective April 15<sup>th</sup> of that year.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**Canadian Fishing Company**

**B.C. Provincial Council  
United Fishermen And  
Allied Workers' Union/CAW**

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Authorized Signature

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Authorized Signature

# **UNITED FISHERMEN AND ALLIED WORKERS' UNION/CAW**

## **TENDERMEN'S AGREEMENT**

**2009-2013**

**(NOT INCLUDING PILCHARD & HERRING TENDERMEN)**

This Agreement is entered into between the Canadian Fishing Company as the Party of the First Part, hereinafter referred to as "The Company" and the United Fishermen and Allied Workers' Union/CAW, the Party of the Second Part, hereinafter referred to as the "Union", and shall set out hereunder the wage rates and working conditions of Tendermen who are employed by the Company on fish packers, cannery tenders or on barges or scows 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 - UNION RECOGNITION**

- 1.01 The Company agrees to recognize the Union as the collective bargaining representative for all tendermen who are employed on tender vessels or on barges or scows engaged in collecting, packing and transportation of fish and subsidiary work customarily performed by such vessels, for whom the Union is certified and all tendermen of the Company for whom the Union is not certified and in respect of whom a collective agreement between the Company signatory to this Agreement and the Union is in force.

### **ARTICLE 2 - UNION MEMBERSHIP**

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

### **ARTICLE 3 - UNION 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 Union or the membership dues of the Native Brotherhood 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 Union Headquarters by the end of the month following each quarter of the year, with the exception that in the case of any Native employees who have signed authorization to pay dues to the Native Brotherhood such deductions shall be remitted to Headquarters of the Native Brotherhood of B.C.
- 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 Union or Brotherhood and the individual amount of the deductions.
- 3.04 Any employee may, by written individual authorization to the Company, have the initiation fee and up to a maximum of one year's arrears of Union dues deducted by the Company and forwarded to the Union. 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 organization.
- 3.06 A Native employee who assigns dues to the Union shall not revoke that assignment except by notification in writing to the Union within the 30 day period April 30th to May 30th in any year.

#### **ARTICLE 4 - CREW COMPLEMENTS**

- 4.01 The number of crew members to be 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 Union and the Company 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 the West Coast and/or Queen Charlotte Islands, tending troll and/or halibut camps shall carry a minimum crew of five (5) men. On regular troll and/or halibut camp runs other than the 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 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 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 is 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 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.

Vessels requiring 5 or more crewmen may sail with one less crew only when towing barges pre-season and post-season. Once the fishery opens the company will add the additional crew member.

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 Union to be handled as a grievance under Article 19 of this 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 (3) 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 transportation 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 Union to be forwarded to the Bill Rigby Memorial Housing Society.

The enforcement of the paragraph above will be suspended from Apr.16/05 and the company will continue their practice of distributing to the crew the wages owing for the missing crew member. Should the union determine that the flexibility provided by this suspension has been abused or misused, it will be enforced from Apr. 16/08 onward.

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 Union shall be notified immediately, and will attempt to provide replacement or additional crew.

- 4.12 The company and the union agree to establish an in-season consultation mechanism to facilitate flexibility in crew complements for particular vessels and trips from time to time in order to reduce costs and enhance the ability for the company to send packers to particular fisheries, without compromising crew and vessel safety. If approved by the union committee a vessel could sail with fewer crew members without violating Article 4 of the agreement. Any such agreement shall be limited to the vessel and fishery considered at that time only.

#### **ARTICLE 5 - HIRING CREWS**

- 5.01 The Company hires 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 Union 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 Union members including Captains and Engineers (where possible) shall be given preferential consideration where ability and experience for the particular job are equal. Before hiring non-Union men who have not previously been employed by the Company concerned as tendermen, the Company representative or the Captain shall contact the Union to ascertain whether or not competent Union members satisfactory to the Company and the Captain are available within the time required. To facilitate application of this condition the Union shall from time to time submit to the Company a list of unemployed Union members with details of their experience.

- 5.03 To facilitate application of the intent of Section 5.02, the Company agrees to submit to the Union, 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 Tendermen's Agreement.

#### **ARTICLE 6 - SENIORITY**

- 6.01 The Company shall draw up one list of tendermen employed for a period longer than three months during the previous season. This list shall show the original date of hiring of each tendermen 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 tendermen leaves the employ of the Company, his name shall be removed from the List.
- 6.02 All employees shall be required to contact the Company on or before February 14<sup>th</sup> of each year for herring and on or before June 15<sup>th</sup> of each year for salmon, to advise the Company of their current phone number and whether they will be available for work for the upcoming season.
- 6.03 Lists shall be revised not later than February 1st of each year and copies of the list shall be available in the Company Head Office to tendermen employed by that Company. The Company shall forward a copy of such List to the Headquarters of the Union.
- 6.04 The Seniority List shall clearly show the classifications under which each tendermen worked in the five 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.

- 6.05 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 Union shall be advised of the reasons upon request. Leave for compassionate reasons will not be unreasonably denied. Leave for educational purposes related to the fishing or marine industry will be considered good and sufficient reason for granting of leave, provided that it does not interfere with the company's ability to crew sufficient vessels.
- 6.06 If a tenderman chooses to accept other employment when he could be working as a tenderman, and a leave of absence is granted, said leave will be governed by the following conditions: a) The amount of leave will be for a minimum of one year and will not count towards years of service for any purpose in the contract, b) The date of hire for all seniority provisions will be amended by the period of the leave, and c) Once the leave is granted, a tenderman will not be able to exercise his/her seniority for purposes of bumping for the period of the leave.
- 6.07 Leave of absence shall be given any Union tendermen who are elected or appointed as full time Union Representatives. Upon expiration of one year's leave of absence, the employee must apply for renewal or his seniority rights will be canceled.
- 6.08 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.
- 6.09 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, those crewmen on other vessels with lesser seniority, if those crew members being transferred are ready, available and qualified. Short-term lay-ups of four days or less during the season shall not involve transfer of personnel. The above four day flexibility period shall not be employed to dispatch a vessel from its home port with crew members with less seniority.
- 6.10 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 be responsible for flying or shipping personnel to or from out-lying areas to effect the transfer.
- 6.11 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 this 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 pay.
- c) Severance pay, under this Article, can only be exercised once.

7.02 In the event that a Tenderman who has earned severance pay with the company dies prior to the retirement age set forth under Article 7.01 of this agreement, his/her severance pay entitlement shall be paid to his/her designated beneficiary.

## **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, lifejackets 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 Company 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 traveling. 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 Company agrees to supply all tendermen 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 Company agrees to pay a daily allowance of one dollar (\$1.00) 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 Company.
  - b) The Company agrees 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 company 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 one or more tendermen are left alone and unattended aboard barges used for receiving, collecting, and/or transporting fish, and whether or not 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**

- 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. Both parties recognize however, the practical difficulty of establishing such limitation and control on the vessels covered by this Agreement, and 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 11.6 of this Agreement.
- 9.02 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 hours notice must be given in the usual manner proceeding 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 representatives of the Company and two members of the Union 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 Company undertakes 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 for 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 and/or crew 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 Company 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 Company and manned by members of the Union.
- 11.02 Wages shall be paid on the basis of a calendar day. Any prior commitments to individuals for rates in excess of those shown below shall be honoured.
- 11.03 Tendermen shall be provided each bi-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 six groups and the tonnage referred to is gross tonnage.

	Apr. 16/09 Per day	Apr. 16/10 Per day	Apr. 16/11 Per day	Apr. 16/12 Per day
<b>CLASS A VESSELS</b>				
<u>UNDER 25 GROSS TONS</u>				
Captain/Engineer	\$255.27	\$257.83	\$260.41	\$263.02
Cook/Deckhand	\$224.94	\$227.19	\$229.47	\$231.77
<b>CLASS B VESSELS</b>				
<u>25 TO 39.9 GROSS TONS</u>				
Captain	\$259.15	\$261.75	\$264.37	\$267.02
Engineer	\$248.77	\$251.26	\$253.78	\$256.32
Cook/Deckhand	\$233.35	\$235.69	\$238.05	\$240.43
<b>CLASS C VESSELS</b>				
<u>40 TO 99.9 GROSS TONS</u>				
Captain	\$263.09	\$265.72	\$268.38	\$271.07
Engineer	\$252.52	\$255.05	\$257.60	\$260.18
Mate	\$241.18	\$243.60	\$246.04	\$248.50
Cook/Deckhand	\$237.00	\$239.37	\$241.77	\$244.19
Effective	Apr. 16/09 Per day	Apr. 16/10 Per day	Apr. 16/11 Per day	Apr. 16/12 Per day
<b>CLASS D VESSELS</b>				
<u>100 to 149.99 GROSS TONS</u>				
Captain	\$267.05	\$269.72	\$272.42	\$275.15
Engineer	\$256.37	\$258.94	\$261.53	\$264.15
Mate/Second	\$244.83	\$247.28	\$249.76	\$252.26
Cook/Deckhand	\$239.48	\$241.88	\$244.30	\$246.75
<b>CLASS E VESSELS</b>				
<u>150 TO 199.99 GROSS TONS</u>				
Captain	\$271.09	\$273.80	\$276.54	\$279.31
Engineer	\$260.23	\$262.84	\$265.47	\$268.13
Mate/Second	\$248.54	\$251.03	\$253.54	\$256.08
Cook/Deckhand	\$244.13	\$246.58	\$249.05	\$251.54
<b>CLASS F VESSELS</b>				
<u>OVER 200 GROSS TONS</u>				
Captain	\$275.18	\$277.94	\$280.72	\$283.53
Engineer	\$264.16	\$266.81	\$269.48	272.18
Mate/Second	\$252.29	\$254.82	\$257.37	259.95
Cook/Deckhand	\$248.03	\$250.51	\$253.02	255.55

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 in Article 11.04.

Effective	Apr. 16/09 Per day	Apr.16/10 Per day	Apr.16/11 Per day	Apr.16/12 Per day
Captain	\$45.65	\$46.11	\$46.58	\$47.05
Engineer	\$37.37	\$37.75	\$38.13	\$38.52
Mate	\$35.27	\$ 35.63	\$ 35.99	\$36.35

- b) In addition to wages provided in this agreement, Tendermen holding a valid Workers' Compensation Board approved First Aid Certificate shall receive \$3.77 per day. This rate will increase to \$3.81 Apr. 16/10, \$3.85 Apr. 16/11 and \$3.89 Apr.16/12
- c) The Company agrees to pay the cost required to obtain a level one first aid certificate for those employees designated by the Companies
- d) The Company agrees to reimburse the course fee for the Marine Emergency Duties (MED A3) course for all tendermen required to take the course

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, employees shall be paid \$18.00 per person 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 receipt of these purchases are submitted by the cook on the vessel, the employees will be reimbursed twenty percent (20%) of such expenses.

11.07 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 Company or its 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**

11.08 In addition to wages provided in this agreement, tendermen who are specifically engaged in tending troll camps and/or halibut camps shall receive \$8.50 per day. This rate will increase to \$8.59 Apr.16/10, \$8.68 Apr.16/11, and \$8.77 Apr.16/12

11.09 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 \$9.02 per hour. This rate will increase to \$9.11 Apr. 16/10, \$9.21 Apr. 16/11, and \$9.31 Apr. 16/12

11.10 Should the Company utilize their packing vessels or tenders in freighting, the crew members of such vessels shall receive \$9.02 per hour for all hours spent loading and discharging cargo. This rate will increase to \$9.11 Apr. 16/10, \$9.21 Apr. 16/11, and \$9.31 Apr. 16/12

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 \$9.02 per hour for all hours spent loading and discharging cargo. This rate will increase to \$9.11 Apr. 16/10, \$9.21 Apr. 16/11, and \$9.31 Apr. 16/12.

11.11 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 \$11.72 per ton for unloading such cargo, the total amount to be divided equally amongst the crew. This rate will increase to \$11.84 Apr. 16/10, \$11.96 Apr. 16/11, and \$12.08 Apr. 16/12.

11.12 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 \$11.72 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. This rate will increase to \$11.84 Apr. 16/10, \$11.96 Apr. 16/11, and \$12.08 Apr. 16/12.

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 \$11.72 per ton for unloading such cargo, the total amount to be divided equally amongst the crew engaged. This rate will increase to \$11.84 Apr. 16/10, \$11.96 Apr. 16/11, and \$12.08 Apr. 16/12.

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 \$4.00 per ton to be divided equally amongst that crew. This rate will increase to \$4.04 Apr. 16/10, \$4.08 Apr. 16/11, and \$4.12 Apr. 16/12.

- d) Where any tender crew is employed on a vessel equipped with cross conveying equipment and is required to cross convey, effective April 16, 1998, the crew shall be paid \$7.78 per ton to be divided equally amongst that crew for all fish cross conveyed. This rate will increase to \$7.86 Apr. 16/10, \$7.94 Apr. 16/11, and \$8.02 Apr. 16/12.

11.13 Where a tender crew is required to unload ice, the crew shall receive \$10.94 per ton for each ton of ice so unloaded. This rate will increase to \$11.05 Apr. 16/10, \$11.16 Apr.16/11, and \$11.28 Apr. 16/12.

11.14 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 \$9.02 per hour effective April 16, 1998, for each hour so employed in addition to his/her regular rate of pay. This rate will increase to \$9.11 Apr. 16/10, \$9.21 Apr. 16/11, and \$9.31 Apr. 16/12.

11.15 When tendermen are required to tow fishing boats, barges, camps, or scows, each crew member shall be paid a supplementary rate of \$15.84 effective April 16, 1998 for each day so employed towing. For the purposes of this clause, a fishing boat is defined as a vessel which is registered with the Department of Fisheries and Oceans as having a C.F.V. license. This rate will increase to \$16.00 Apr. 16/10, \$16.16 Apr. 16/11, and \$16.33 Apr. 16/12.

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 Union and the Company for final disposition.

11.16 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 period.

- b) It is the intent of the Union and the Company to ensure that Article 11.16(a) is carried out. However, in the event an emergency arises where the Captain and Dispatcher, if available, mutually agree that conditions require mandatory rest period to be broken then that crew member (or members) shall be paid a time

and one half day, based on that crew member's minimum day rate for each 24 hour period that a proper rest period is not given.

- c) It is imperative that the log sheet shows the detail and the name or names of qualifying crew member or members and is signed by the Captain (and Dispatcher if available).
- d) Notwithstanding anything in previous Articles, under no circumstances shall a vessel be underway with a watch that has had less than six (6) hours of consecutive and unbroken 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 rationalization 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.

h) A form shall be provided for each crew member upon first recall in a new calendar year. The crew member will indicate payment preference. The crew member shall have until payroll cut-off to indicate their preference or they will automatically fall into category (1) below:

(1) That crew members shall have the option of receiving their vacation pay on each pay cheque calculated as the appropriate percentage of the earnings for the pay period for which the cheque is issued.

(2) Crew members who decline option (1) above shall have their vacation pay paid in the usual manner. Vacation pay may be drawn no more than twice in any year.

### **ARTICLE 13 – STATUTORY HOLIDAYS**

13.01 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, said employee shall receive an additional day's pay.

New Year's Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

13.02 a) 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.

b) A new employee who starts work in the first week after a statutory holiday is not eligible for that particular holiday if not worked.

### **ARTICLE 14 - M.S.P.**

14.01 The contract currently held by the Company 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 Company 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 this Agreement for a minimum of five (5) calendar months during the two (2) year period immediately preceding his date of enrollment 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 enrollment.
- 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 enrollment, the Company shall make the following contributions:
- a) If an employee is laid off after four (4) months from his date of enrollment, 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 enrollment, 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 Company agrees 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 dependent 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 enrollment, the Company shall make the following contributions:
- 15.06.1 If an employee is laid off after four (4) months from his date of enrollment 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 enrollment, 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 The company shall pay at the rate of fifteen dollars and forty cents (\$15.40) per month 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 fifteen dollars forty cents (\$15.40) per month added to the wages of that

employee. The daily rate shall be one dollar ten cents (\$1.10) (arrived at by dividing the monthly rate by 14).

Should the union be successful in bargaining an increase in payments by the company to the Fishermen's Benefit Fund, during the life of this agreement, a proportionate increase will be applied to the contribution for tendermen.

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 - PENSION PLANS**

17.01 Employees enrolled in the Company Pension Plan may receive details from the Human Resources Department at their Head Office. The Company agrees to honour all commitments made to employees who remain on the Pension Plan as outlined in the 1989 - 1992 contract.

17.02 Employees enrolled in the Tendermen Pension Plan are covered under the attached Memorandum of Agreement which is attached as Appendix A to this to this Agreement.

#### **ARTICLE 18 - BEREAVEMENT**

18.01 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 19 - JURY DUTY**

19.01 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 20 - CONDITIONS OF VESSELS**

- 20.01 The Company undertakes 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.
- 20.02 In the event that any vessel is returned to its yard or tie-up berth in a dirty and disorderly condition, the Company shall report such vessel to the Union Headquarters who will examine the vessel and take such disciplinary measures to the crew as it is felt necessary.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

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

21.04 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 22 - TECHNOLOGICAL CHANGE**

22.01 The Company shall give the Union 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 Union in training and retraining such employees.

#### **ARTICLE 23 - TERMINATION AND REVISION**

23.01 The Agreement shall be in full force and effect from April 16, 2009 to April 15, 2013. 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, 2013 or 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, B.C. this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

**CANADIAN FISHING COMPANY**  
A division of Jim Pattison Enterprises Ltd.

**UNITED FISHERMEN AND  
ALLIED WORKERS' UNION-CAW**

\_\_\_\_\_

\_\_\_\_\_

## **MEMORANDUM OF AGREEMENT**

BETWEEN:

**CANADIAN FISHING COMPANY**

AND:

**UNITED FISHERMEN AND ALLIED WORKERS' UNION-CAW**

### **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 2009 - 2013 shall be applied to cover Tendermen employed on all vessels used by the Company for packing and collecting herring and for any subsidiary work required of such vessels relative to the herring roe fishery.
2. Tendermen engaged in the 2010, 2011, 2012 herring roe fisheries for the period February 26 to April 15 of those years will be paid the corresponding daily wage rates, bonuses for certified personnel, board allowance, supplementary wage rates, statutory holidays and benefit fund payments etc. as listed in the tenderman agreement for April 16, of that calendar year.

Tendermen engaged in the 2009 herring roe fisheries for the period February 26 to April 15, 2009 shall be credited retroactively with the corresponding daily wage rates, bonuses for certified personnel, board allowance, supplementary wage rates, statutory holidays and benefit fund payments etc. that result from collective bargaining between Canadian Fishing Company and the B.C. Provincial Council, UFAWU - CAW for a new Tendermen's Agreement to be effective from April 16, 2009 and to be paid within thirty (30) days from the signing date of the 2009 Tendermen's Agreement.

3. All pump boats and pump-equipped tender boats shall have a minimum crew complement of four (4) 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 four dollars seven cents (\$4.07) 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. This rate will increase to \$4.11 Apr. 16/10, \$4.16 Apr. 16/11, and \$4.21 Apr. 16/12.
5. During the life of this Memorandum of Agreement, there shall be no stoppage of work or strike on the part of the Union or its members nor shall there be any lock-out on the part or the Company.

6. 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, 2002. Any matters considered by the Joint Committee that remain unresolved by February 21, 2002, 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.
7. The Parties agree that this Memorandum of Agreement is without prejudice to future negotiations.
8. This Memorandum of Agreement shall be in full force and effect from April 16, 2009 until the termination of the 2013 Roe Herring Fishery.

Signed at Vancouver, B.C. this \_\_\_\_ day of \_\_\_\_\_, 2009.

**CANADIAN FISHING COMPANY**  
A division of Jim Pattison Enterprises Ltd.

**UNITED FISHERMEN AND  
ALLIED  
WORKERS' UNION -CAW**



**APPENDIX A  
MEMORANDUM OF AGREEMENT  
TENDERMEN PENSION PLAN**

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THIS AGREEMENT dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BETWEEN:

**Canadian Fishing Company**

(hereinafter referred to as the "Company")

OF THE FIRST PART

AND

**BRITISH COLUMBIA PROVINCIAL COUNCIL,  
UNITED FISHERMEN AND  
ALLIED WORKERS' UNION-CAW**

(hereinafter referred to as the "Union")

OF THE SECOND PART

The parties hereto agree as follows, and further agree that this document and the covenants contained herein shall form part of the collective agreement between the parties:

**1. DEFINITIONS**

1.1 For the purposes of this agreement, unless there is something in the subject matter or context inconsistent therewith each of the following words, phrases and expressions shall have the meanings ascribed thereto:

- a) "Applicable Legislation" means
  - i) any statute of Canada, or of the Province of British Columbia, or any regulation prescribed under any statute of Canada, or the Province of British Columbia which requires compliance by the Plan; and
  - ii) the requirements for registered pension plans under or pursuant to the Income Tax Act (Canada);
- b) "Company" means any company which is subject to the collective agreement currently in force between the parties;

- c) "Employee" means any person who is subject to the collective agreement currently in force between the parties;
- d) "Gross Earnings" means the sum of:
  - i) the gross annual earnings of an Employee received from the Company excluding the amount of any taxable benefits received by the Employee,
  - ii) in the case of an employee on a statutory leave, who elects to continue making contributions pursuant to paragraph 4.2 during such leave, the amount, reasonably estimated by the Employer, of the gross earnings of the employee during such leave had the employee been available for work on a regular basis, provided that the cumulative total number of years of such leave shall not exceed either
    - (A) Five years of statutory leaves other than pregnancy leaves, or
    - (B) Eight years of statutory leaves in total, and
  - iii) for the purposes only of determining the Pension Adjustment under the Income Tax Act (Canada) with respect to contributions made pursuant to clause 4.3 (but not for the purpose of determining the amount of contributions), any "prescribed amount" under the Income Tax Regulations."
- e) "Member" means an employee who meets the eligibility requirements in section 3 of this agreement and on whose behalf contributions are payable pursuant to the provisions of this agreement;
- f) "Plan" means the Shoreworker Pension Plan, administered by the United Fishermen and Allied Workers' Union-CAW created by the Union and the Trustees in accordance with the Report;
- g) "Report" means the Report of the Industrial Inquiry Commission regarding the Fish Processing Industry and the GATT ruling dated April 15, 1991;
- h) "Statutory Leave" means pregnancy leave, parental leave, bereavement leave, or a period of attendance at court as a juror;
- i) "Trust Agreement" means the trust agreement constituted by the Union and the Trustees to receive funds contributed to the Plan;
- j) "Trust Fund" means the fund created pursuant to the Trust Agreement to hold all funds contributed to the Plan; and
- k) "Trustees" means any trustees appointed or elected as trustees of the Plan.

## **2. STRUCTURE OF PLAN**

2.1 The Plan shall be a money-purchase plan.

- 2.2 The Plan shall be administered by not less than three Trustees appointed by the Union.
- 2.3 The contributions of both the Member and the Company together with any accumulated interest, shall vest immediately.
- 2.4 No provision of the Plan or Trust Agreement shall be inconsistent with sections 2 through 6 of this agreement and such inconsistent provision shall be void and unenforceable.
- 2.5 The parties agree that, notwithstanding paragraph 2.4 of this agreement, other than paragraphs 2.1 or 5.2, no provision of this agreement is intended to affect any agreement reached with respect to the Plan between the Trustees, the Union and any employer not a party to this agreement.

### **3. ELIGIBILITY**

- 3.1 An employee shall be eligible and shall become a Member of the Plan at the beginning of the calendar year following
  - a) the calendar year in which the employee has reached 125 cumulative days of service, or
  - b) two complete years of continuous employment with the employer after December 31, 1990 with earnings of not less than 35 per cent of the year's maximum pensionable earnings (as defined in the Canada Pension Plan) in each of two consecutive calendar years."
- 3.2 A person commencing employment with the Company after being a member of the Plan will not have to qualify pursuant to paragraph 3.1 above as long as he or she did not withdraw his or her interests in the Plan on or after the date he or she last ceased employment with an employer participating in the Plan or if he or she did withdraw his or her interests the date of withdrawal was less than 2 years prior to the date of commencement of employment with the Company.
- 3.3 The Plan is compulsory except for Employees who are members of an existing Company pension plan as of August 10, 1992, and who elect to remain members of such plan.

### **4. CONTRIBUTIONS AND REMITTANCES TO TRUSTEES**

- 4.1 Commencing April 16, 2009, the Company shall make employer contributions equal to 3.75% of each Member's Gross Earnings to the Plan.
- 4.2 By payroll deduction, each Member shall contribute 3.5% of his or her Gross Earnings.
- 4.3 The Company shall, in addition to any contributions required to be made by the Company pursuant to clause 4.1, contribute to the Plan (\$4.16) effective January 1, 1998 per day worked by the employees. All contributions made pursuant to this

paragraph shall be allocated to members of the Plan who are 45 years of age or older as of December 31, 1995 or became 45 in subsequent years, in accordance with the formula provided in the Report. A decision to change the age of qualification for Part Two of the plan shall be at the discretion of the Trustees.

- 4.4 A Member may also increase, by payroll deduction, his or her contribution. This may be done, in writing, once a year.
- 4.5 Notwithstanding any other provision of this Agreement, contributions to the Plan allocated to a Member shall not exceed the amounts which would result in a Pension Adjustment for that Member in excess of that permitted by Section 147.1(8) or (9) of the Income Tax Act (Canada). In the event contributions in excess of such amount are made by any Member or the Company, the Trustees shall refund such excess to the Member or the Company as applicable. Any refund to the Company will be paid to the Member by the Company as directed by the Union.
- 4.6 Should operation of the Plan result in the need to refund monies to a Member due to provisions of Applicable Legislation, the Company will assist in such refunds if requested by the Union.
- 4.7 The Company shall forward all the contributions in respect of each pay period ending in any month to the Trustees no later than 20 calendar days following the last day of that month.
- 4.8 Should the Company fail to make the necessary payments within the time period outlined, the Company shall pay interest at the prime rate as determined by the Company and the Trustees, or failing that, the rate set by the Royal Bank of Canada, such interest to accrue from the first day of the month following the month in which the contributions are for until the date that the necessary payments are made to the Trustees.
- 4.9 The Company agrees that the necessary documents and information needed for the proper administration of the Plan will be provided in a form agreed upon by the parties.

## **5. LIABILITIES**

- 5.1 The Company shall not have any liability or obligations with regard to the Plan other than those outlined in this agreement.
- 5.2 Any decision to create a “defined benefit provision as defined in Section 147.1(1) of the Income Tax Act (Canada)” in the Plan must be approved by the company.

## **6. MISCELLANEOUS**

- 6.1 The Company shall have the right to inspect every auditor’s report regarding the Trust Fund and may obtain a copy of such auditor’s report at the Company’s expense.

- 6.2 Each of the parties agrees to execute and deliver such further and other document and assurances and writings as may reasonably be required to implement this Agreement.
- 6.3 The Company shall provide to the Union, at the request of the Union, a certificate from the Company's auditors confirming that all contributions required to be made pursuant to the provisions of this agreement have been made by the Company.
- 6.4 This agreement shall ensure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

Executed at Vancouver as of the day, month and year first above written.

**CANADIAN FISHING COMPANY**  
**A division of Jim Pattison Enterprises Ltd.**

**UNITED FISHERMEN AND  
ALLIED  
WORKERS' UNION -CAW**

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**MEMORANDUM OF AGREEMENT**

BETWEEN:

**CANADIAN FISHING COMPANY**

AND:

**UNITED FISHERMEN AND ALLIED WORKERS' UNION/CAW**

**BRINE BARGE SUPPLEMENT**

Work performed by employees other than tendermen who are employed on Brine Barges used for conveying fish or as stationary fish buying stations, shall be governed by the terms of the Cannery Master agreement and the following conditions shall apply for the period in which the current Tendermen's Agreement is in force, commencing April 16, 2009 and expiring April 15, 2013.

Rate Effective	Apr. 16/09	Apr.16/10	Apr.16/11	Apr.16/12
1st year Tallyman (no guarantee)	\$ 17.98	\$18.18	\$18.36	\$18.53
Qualified Tallyman (no guarantee)	\$ 18.46	\$18.66	\$18.84	\$19.01

**UNION RECOGNITION**

The Company agrees to recognize the Union as the collective bargaining representative for all employees other than tendermen who are employed on Brine Barges used for conveying fish or as stationary fish buying stations for whom the Union is certified and all employees of those Company for whom the Union is not certified and in respect of whom a collective Agreement between the Company signatory to this Agreement and the Union is in force.

**WEEKLY GUARANTEE**

Workers dispatched away from their area of residence to staff Brine Barges shall be paid a calendar week guarantee equal to 40 hours time the rate of pay applicable. Shoreworkers dispatched to Brine Barges shall not suffer any reduction in wage rates nor in normal straight time earnings as a result of such dispatch. The weekly guarantee shall not apply to employees resident in the area of the Brine Barges location nor to employees dispatched from shore plants in the area provided, however, the Shoreworker is returned to his usual employment without loss of straight time earnings.

**SPLIT SHIFTS**

Employees covered by this Memorandum may be called to work whenever there is fish to be handled.

There shall not be more than two call-outs in any calendar day and there shall not be more than two call-outs in the event of overtime work, pay to be continuous for all hours following the second call-out, if the employee is called-out a third time.

### BOARD

Employees on Brine Barges, other than Tendermen, will be paid the same daily board rate applicable to Tendermen provided they are not living at home.

Where board is available at Company facilities, board shall be payable by the employee and the amount deductible shall be the same amount as the daily board allowance.

### OVERTIME

1. Overtime at the multiple rate of time and one-half shall be payable in the following instances:
  - a) After eight (8) hours have been worked on regular weekly days of work Monday to Friday.
  - b) For the first eight (8) hours worked on the calendar Saturday.
  - c) For the first four (4) hours worked on the calendar Sunday.
  - d) Time and one-half as a minimum shall be payable for all hours worked between twelve midnight and six a.m.
  
2. Overtime at the multiple rate of double time shall be paid on the following instances:
  - a) After four (4) hours overtime have been worked on regular weekly days of work Monday to Friday.
  - b) After eight (8) hours have been worked on the calendar Saturday.
  - c) After four (4) hours have been worked on the calendar Sunday.

Preference for employment as employees on "Brine Barges" shall be extended to unemployed Tendermen who have the necessary ability and experience for the particular job.

Shoreworkers employed at other Company operations who area assigned as temporary employees on "Brine Barges" shall remain covered by the terms of the Cannery Master Agreement and Supplementary Agreements thereto. Under no circumstances shall they receive a rate of pay less than the rate for their regular classification.

Signed at Vancouver, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**CANADIAN FISHING COMPANY**  
A division of Jim Pattison Enterprises Ltd.

**UNITED FISHERMEN AND  
ALLIED  
WORKERS' UNION -CAW**

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