

CFC NORTHERN PLANTS SENIORITY PLAN

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This seniority plan and lists are the result of 11 plant closures and mergers since 1980.

1.0 MERGED SENIORITY LISTS

1.01 The Oceanside/Seal Cove and the Royal workers will be merged together on the basis of seniority.

1.01.1 All workers will be listed on one Seniority List, in order of their seniority, called the CFC MASTER LIST.

2.0 SUBDIVISIONS

2.02 The CFC MASTER LIST shall have 5 Subdivisions: Cannery Dock Subdivision; Egg Subdivision; Warehouse Subdivision; Fresh Fish/Cold Storage Subdivision; Cannery Subdivision. Each Subdivision shall have a list of classifications that belong to that Subdivision.

2.03 Call-out into the Subdivision shall be:

1. Core Group (for Cannery and Fresh Fish/Cold Storage Subdivisions) or Named Red-circled workers (in the Dock, Egg and Warehouse Subdivisions),
2. Call-out by Classification and seniority according to the Master List. Except as in Section 3.05 below, once in the Subdivision, the worker may do other jobs as required, including limited General Labour.
3. Call-out for General Labour in a Subdivision shall be by seniority according to the Master List

3.0 SUBDIVISION CLASSIFICATIONS

3.01. There shall be 5 classifications in the CANNERY DOCK SUBDIVISION with a minimum of xx pump operators, xx tally/scale, xx graders, xx holdpersons, xx ice delivery.

3.02 There shall be 3 classifications in the EGG SUBDIVISION with a minimum of xx Graders; xx Tally; xx Agitator Operator;

3.03 There shall be 4 classifications in the WAREHOUSE SUBDIVISION with a minimum of: xx Checkers, xx Shipper/Receiver; xx Assistant S-R; xx Bright Stack operators.

3.04 There shall be 11 classifications in the FRESH FISH/COLD STORAGE SUBDIVISION with a minimum of xx Fresh Fish Graders, xx Tally, xx Winch/Hiab, xx Pump Operators, xx Holdpersons, xx Loose fish unloaders, xx Forklift, xx Knife people; xx Plant Clean-up, xx Janitor and xx First Aid.

3.05 The CANNERY SUBDIVISION shall have 9 posted jobs: xx Retort Operators, xx Iron Butcher Feeders, xx Knife Sharpeners; xx Plant Clean-up, xx Janitor xx Uniform Room xx Quality Control and xx Machine Helpers, and a minimum of 13 Machine/Maintenance workers. Qualified Forklift and First Aid classifications are not posted but awarded to all qualified people. The Cannery also has numerous Cannery classifications which receive premium pay rates and are listed in Section 4 of the Shoreworker

Wage Supplement. Due to its large workforce and very large number of different jobs, if called into work out of order of seniority, workers with posted jobs shall only perform work in their own classification. Trades workers shall only perform Trades work as per the Machine Maintenance Seniority Plan.

The Company and Union shall meet after the 2012 Salmon season to identify the classifications and discuss what the minimum numbers should be for each classification for the purposes of training and access by senior people to the classified jobs. Royal Shoreworkers Master Agreement clause 5.05.2 is referred to this Company-Union meeting regarding classifications.

4.0 CORE LISTS AND NAMED RED-LINED INDIVIDUALS

4.02.1 There will also be two Core Lists: the CFC Cannery Core Group List and the CFC Fresh Fish/Cold Storage Core Group List. The workers on the 2 Core Group Lists will have seniority prior to January 1, 1990, and will be the first workers called into their respective Subdivisions.

4.02.2 As people retire, the 2 Core Group lists will become smaller until they disappear leaving only the CFC MASTER LIST with its 5 Subdivisions and Classifications.

4.02.3 Within the Cannery Dock Subdivision, the Egg Subdivision, and the Warehouse Subdivision there are named individuals who are Red-circled and are the first workers called into their respective Subdivisions.

4.02.4 As people retire, the number of Named Red-circled individuals in the Subdivisions will become fewer until the call-out into these Subdivisions is solely derived from the Master List.

5.0 MERGED CALL-OUT PREPARATION:

5.01 All Royal workers with seniority prior to January 1, 1990, will be merged into the CFC Fresh Fish/Cold Storage Core Group list in order of their seniority and will be part of the CFC Fresh Fish/Cold Storage Subdivision. Workers with a seniority date less than January 1, 1990, will be listed on the Master List and can apply for a Classified Position in any Subdivision.

5.02 Within each Subdivision, the Core List workers or the Named Red-circled workers shall be awarded Classified Positions based on their Core or Red-lined seniority. Depending on the size of the Subdivision and the need, the Positions can be posted or not.

5.03 If there are not enough Core List or Named Red-circled workers to fill the Classified Positions, the Company shall post for these Classified Positions and they shall be awarded by Master List Seniority.

5.04 The company shall list all classified jobs that a worker has performed beside each workers name. If a worker wants to drop a classification or believes they are classified in a job not listed beside their name they shall approach the company to remedy.

5.05 Royal Plant workers shall have their qualifications equally recognized even if their Royal classification is known by a different name.

5.06 Royal plant workers who already hold classified positions (such as Grader or Knife Sharpener) will keep their classifications.

6.0 CALL-OUT: Unless granted a leave of absence, all workers must be available for salmon work.

6.01 Call-out for the Cannery Dock Subdivision will be:

1. Named Red-Circled Cannery Dock workers
2. Subdivision Classified Positions as needed
3. General Labour from the CFC MASTER LIST in order of overall seniority

6.02 Call-out for the Egg Subdivision will be:

1. Named Red-Circled Egg worker
2. Subdivision Classified Positions as needed
3. General Labour from the CFC MASTER LIST in order of overall seniority

6.03 Call-out for the Warehouse Subdivision will be:

1. Named Red-Circled Warehouse workers
2. Subdivision Classified Positions
3. General Labour from the CFC MASTER LIST in order of overall seniority

6.04 Call-out for Fresh Fish/Cold Storage Subdivision will be:

1. Fresh Fish/Cold Storage workers from the Fresh Fish/Cold Storage Core Group List
2. Subdivision Classified Positions
3. General Labour from the CFC MASTER LIST in order of overall seniority

6.05 Call-out for the Cannery Subdivision will be:

1. All Cannery workers from the CFC Cannery Core Group List
2. Subdivision posted classifications
3. CFC MASTER LIST in order of overall seniority .

6.06 Plant Cleanup, Janitor, Uniform Room classifications will be plant specific. That is, Plant Cleanup, Janitor, and Uniform Room positions will be for Seal Cove Plant or Oceanside Plant. Call-out for these positions at Oceanside Plant will be first from the Cannery Core then the Master List. Call-out for these positions at Seal Cove Plant will be first from the Fresh Fish Core then the Master List.

6.07 Forklift drivers and Quality Control: The Warehouse, Cannery Dock and Cannery shall all use Forklift Drivers and Quality Control from the Cannery Subdivision; the Dock and Warehouse do not hold Forklift or QC classifications. Drivers and QC workers will be called first from the Cannery Core List then from the Master List.

Forklift drivers for Fresh Fish will be called first from the Fresh Fish Core List then the Master List.

Drivers for the Egg subdivision will be called from the plant they are in; if no forklift driver is available to drive, callout for Egg plant forklift will be from the Master List.

6.08 The company may appoint willing workers, by seniority, to a classified job while waiting for a permanent award in accordance with Article 5 of the Shoreworker Master Agreement.

7.0 JURISDICTIONS:

7.01 DOCK/UNLOADING SALMON:

7.01.1 The Oceanside pump station will be the primary unloading station for salmon primarily destined for the cannery and will be under the jurisdiction of the Cannery Dock Subdivision.

7.01.2 The Seal Cove pump station will be the primary unloading station for salmon primarily destined for fresh fish / cold storage markets and will be under the jurisdiction of the Fresh Fish / Cold Storage Subdivision.

7.01.3 The Company may grade out cannery or fresh fish destined fish at either dock, however the principle of the unloading jurisdictions shall be honoured.

7.01.4 If the Company changes this salmon unloading pattern, the Company and the Union shall meet to discuss and implement any changes in Seniority Plan Jurisdiction that may be required in order to maintain fairness between the two Subdivisions in Salmon unloading work.

7.02 SALMON PROCESSING:

7.02.1 Jurisdiction will be based on whether the work is Cannery, Eggs, Warehouse or Fresh Fish/Cold Storage work and not according to the location of the work. Regardless of which plant the work is in, the jurisdiction, call-outs and wage rates are determined by whether the work is 'cannery', 'eggs', 'warehouse' or 'fresh fish/cold storage'.

7.02.2 All Cannery Subdivision work, regardless of where it takes place, will be performed by CANNERY CORE GROUP workers, then by the MASTER LIST as per Section 6 above. This includes any processing work on salmon destined for the Cannery market, including cannery butchering, skinless-boneless operations, canning, and retorting.

7.02.3 Warehouse work will consist of all post-retort work.

7.02.4 Egg Subdivision work is the grading, processing and packing of salmon eggs for ikura and sujiko.

7.02.5 Cannery, Cannery Dock, Warehouse and Egg Subdivision work will be in accordance with the Shoreworker Master Agreement, the Cannery clauses within, and the terms and conditions in Section 4 of the Shoreworkers' Wage Supplement.

7.02.6 All Fresh Fish/Cold Storage work, regardless of where it takes place, will be performed by the Fresh Fish/Cold Storage Subdivision workers, then by Master List workers as per Section 6 above. This includes any processing work on salmon destined for the FF/CS market, including hand and machine butchering processes, plate freezers, racking and pulling salmon in or out of sharp freezers or cold storages, and the freezing of any salmon product. All this work will be in accordance with the Shoreworker Master Agreement, the Fresh Fish /Cold Storage clauses within, and the terms and conditions in Section 8 of the Shoreworkers' Wage Supplement.

7.02.7 If all Fresh Fish/Cold Storage Core workers are employed at Seal Cove, call out to work on a fresh fish machine or hand line at Oceanside Plant shall be done according to the Seniority Plan. If there is sporadic work on a fresh fish butchering machine or hand line during a shift when no Fresh Fish Core workers are in working, Cannery Core workers may perform this work. If there is 3 hours or more fresh fish work at Oceanside Plant for one line and the Fresh Fish/Cold Storage Core workers are not working, they shall be called to perform this work. The company shall compile the fresh fish work over the day to provide 3 hours of work, for one line if at all possible. If this work is to be done on overtime, Fresh Fish/Cold Storage Core workers shall be called in.

7.03 ICE, FREEZING, COLD STORAGE

7.03.1 Seal Cove shall have a Maintenance Refrigeration Engineer to run the Ice machinery, make and deliver ice. This is a classification within the CFC Trades Group and treated the same as any other machine/maintenance classification other than that they can deliver ice to workers and fishermen.

7.03.2 Cold Storage work will be performed by workers with a freezer designation. At the beginning of each season the Company shall post for a suitable number of workers willing to work in the Freezer. Call-out for the freezer will be from those with a freezer designation, first from the Fresh Fish/Cold Storage Subdivision then from the MASTER LIST. No worker shall work in any freezer without proper clothing or footwear.

7.03.3 A worker without a freezer designation may be required to work in the freezer for short periods, provided they are assigned by seniority and are provided proper freezer gear. Work is done in accordance with Section 8.05.5 of the Shoreworker Master Agreement.

7.03.4 Work on APVs is Cold Storage Work and is to be paid according to the Shoreworkers' Wage Supplement Section 8. Call-out to the APVs for the freezing of Salmon Roe or Milts for 4 hours or more work will first go to the Fresh Fish/Cold Storage Core, then the Egg Named Red-Circled, then the Cannery Core lists then to the Master list. It is General Labour Work. If there is sporadic or less than 4 hours work, the work can be filled by Master List in order of seniority. The company shall compile the roe freezing work over the day to provide 4 hours of work, if possible.

8.0 PRIORITY OR PREFERENCE:

8.01 Classified:

8.01.1 Workers may have more than one classification and may work in more than one Subdivision. The company shall ensure that there are enough workers trained for every classification in every Subdivision.

8.01.2 All workers, including those with a Subdivision Classification or on a Core Group or Named Red-Circled list, may work as General Labour in any Subdivision in order of their Master List Seniority.

8.01.3 Fresh Fish/Cold Storage workers on the Fresh Fish/Cold Storage Core Group List and any Named Red-circled workers in the Dock, Egg or Warehouse Subdivisions must work in their Subdivision as their priority area.

8.01.4 Management shall post, from June 1st to July 15th a list on which each worker may indicate one classification as their preferred job and a second classification as their second choice. Management will make every effort to honour this preference.

8.02 General Labour:

8.02.1 All workers can work as General Labour in any Subdivision in order of their MASTER LIST seniority.

8.02.2 Management shall post, from June 1st to July 15th a list on which each worker may indicate one Subdivision as their preferred area and a second Subdivision as their second choice. Management will make every effort to honour this preference.

8.03 Sign-Off:

8.03.1 Workers may sign off from working General Labour in Fresh Fish and/or the Freezer.

Workers may also sign off of from working General Labour in one Subdivision. Those signed off from an area will only be required to work in this area in an emergency, or while waiting for more workers, or for a short time when a call-out of more workers is uneconomical and others, who have not signed off of an area, are already so engaged.

8.04 Once a worker has identified a General Labour preference and/or has signed off of an area, their preferences shall be maintained year to year unless the worker tells the Company otherwise. One time each season, workers may change their preference and/or sign off from a different Subdivision.

8.05 While a worker can indicate a preference for a general labour area, the company can determine the priority job or area. That is, the company can assign a worker to the area or job where they are most needed, in spite of a worker's preference. However, management must keep in mind pay differences and abide by a worker's right to higher pay, by seniority. Management, when placing workers, will honour a worker's preference as best as possible, with seniority as the major factor.

8.06 General Labour should rotate through General Labour jobs to prevent Repetitive Strain Injuries and to become experienced in as many positions as possible.

9.0 BUMPING: Bumping is exercised by virtue of seniority in accordance with the Seniority Plan above.

9.01 Within the Cannery itself and within the Egg, Warehouse and Cannery Dock Subdivisions, bumping is allowed, by seniority, if two hours or more work remain in the day. Bumping will also take place at a coffee, lunch or supper break. If at all possible, the company will reorganize the crew before the break or when they know a line is to be shut down – so that junior people will be sent home and senior people stay.

9.01.1 Between: There shall be bumping between the Subdivisions by seniority. Bumping is allowed if two hours or more work remain in the day and will also take place at a coffee, lunch or supper break. .

9.02 Within Fresh Fish: Fresh Fish shall have immediate bumping between all jobs, as long as the work is general labour or the workers hold the same classification.

9.02.1 Cold Storage: Cold storage shall have immediate bumping between all jobs as long as the work is general labour or the workers hold the same classification.

9.02.2 There shall be immediate bumping between freezer and fresh fish workers, by seniority, as long as a worker has not signed off of the freezer and as long as the work is general labour or the workers hold the same classification.

9.03 Cannery – Fresh Fish bumping: If there is Cannery, Cannery Dock, Warehouse or Egg and Fresh Fish work going on in the same plant, the two hour Cannery bumping rule (9.01 above) shall apply for bumping between Fresh Fish/Cold Storage and other Subdivisions.

9.04 Movement between plants: Workers can move from one plant to another if there is room for them in the other plant and two hours or more general labour work remain in the day.

9.05 The issue of Bumping between plants is not resolved. The Company and Union agree for the summer of 2012 to do the following, then meet after the season in an attempt to resolve this issue.

i. On Saturdays and Sundays, only, if a worker is going to be sent home at noon or supper break, the company shall permit the worker to bump a lower seniority person at the other plant, if there is at least 2 hours of work at the other plant. The company shall make its best efforts to estimate the work and the Union will co-operate in resolving any problems. The worker shall be responsible for their own transportation.

ii. The Company shall send the Union, on a weekly basis, a list of workers who were working overtime at one plant while workers at the other plant were at home in order to examine how often the problem would occur.

10.0 Salmon Season: (June 15-September 15)

3.1 During the summer, all groundfish will be unloaded according to the Salmon Seniority Plan except that groundfish graders shall be called in to grade the groundfish and Fresh Fish/Cold Storage Core workers shall drive and perform any general labour, if they are available.

3.2 During the summer, groundfish processing and freezing will be performed by the Fresh Fish Core List, followed by the Master List according to the Salmon Seniority Plan.

Signed in Vancouver, B.C. this day of _____, 2012.

CANADIAN FISHING COMPANY

UNITED FISHERMEN AND ALLIED

WORKERS' UNION-CAW

1. All unloading work at Oceanside Plant shall be done from the Cannery Dock Core List, then from the Cannery/Master List. Forklift driving for unloading and miscellaneous jobs such as Quality Control, First Aid, Shipper Receiver and Uniform Room shall be called from the Cannery Core List then the Master List.
2. As per the Labour Relations Board ruling, herring freezing is Fresh Fish/Cold Storage work which is to be paid at the Cold Storage 1000 hour rate.
3. There will be a Herring Freezing Core Seniority List comprised of the CFC Fresh Fish/Cold Storage Core from Seal Cove/Oceanside Plants and employees from the Royal Plant with 2005 seniority or greater, merged in order of seniority.
4. The Herring Freezing Core Seniority List will have priority jurisdiction, by classification, for 33 positions to freeze herring. Included in the 33 positions will be the initial 12 Forklift positions and the initial 12 General Labour positions.
5. After the 33 positions, as described above are filled, the Cannery/Master list employees will have jurisdiction for 9 Forklift positions and 3 General Labour positions.
6. Any additional employees required over the 45 positions listed above will be crewed, by classification off the Herring Freezing Core Seniority List, followed by Master List employees.
7. Herring freezing and unloading work is optional – all workers shall have the right to opt out of herring unloading or freezing by March 1st each year. Nevertheless, the Company shall contact the list of usual herring workers to ascertain their availability and if some workers who worked herring in the past are unavailable, the company shall contact replacement workers as per the Seniority Plan.
8. All Herring Freezing workers can:
 - a. Assign themselves to one shift with the understanding that due to their choice, they may lose work, or
 - b. Be assigned to any shift by the Company; the worker can express a preference
 - c. Herring freezing workers needed for groundfish shall be assigned to day or afternoon shifts only
 - d. Every day is a new call-out and the company shall assign workers to day, afternoon, and graveyard shifts according to seniority, classification, preference and expected groundfish unloading work.

9. The Company shall operate 8 hour herring freezing shifts consistent with 6.17 of the CFC Shoreworker Master Agreement; the Union will be consulted if the Company wishes to change the shift arrangements.
10. The company shall operate one unloading shift at the Oceanside Plant with the call-out from the Cannery Dock and Master list as in point 1 above. If a second unloading shift is implemented at Oceanside, the call-out shall be from the Cannery Dock list, then from the Cannery/Master List. If the Company uses the Seal Cove plant for unloading, the call-out shall be from the Herring Freezing Core Seniority List then the Cannery/Master List.

Signed in Vancouver, B.C. this day of _____, 2012.

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The Reasons for this Herring Freezing Seniority Plan:

Before the merger, there were 142 Herring Unloading and Freezing Jobs (52 unloading + 90 freezing).

After the merger, there will be 67 Herring Unloading and Freezing Jobs.

Unloading prior to merger: Total of 52 Unloading jobs between the two plants:

Oceanside: 22 total: (8 Dock Unloaders; 5 Cannery Forklift Drivers; 4 Quality Control; 2 First Aid; 2 Uniform Room; 1 Shipper Receiver) Oceanside operated 1 unloading shift.

Royal: 30 total: (10 Unloaders; 8 Forklift Drivers; 8 QC samplers; 2 First Aid; 2 Janitor) Royal operated 2 unloading shifts.

Freezing prior to merger: Total of 90 Freezing jobs between the two plants:

Oceanside: 45 total: (3 Chargehands; 6 Tally; 21 Forklift; 15 Gen Labour)

Royal: 45 total: (3 Chargehands; 6 Tally; 21 Forklift; 15 Gen Labour)

After the merger: we are trying to fit these 142 people into **67 unloading and freezing jobs** (22 unloading and 90 freezing)

Obviously, the choices are very hard. The above Seniority Plan gives the Cannery and Fresh Fish workers 50% each (34 Cannery and 33 FF/CS) of the herring unloading and freezing jobs.

1.0 Cannery Winter Work:

At the end of Canning season, work, (except that which falls under New Work), performed during the winter months with canned product or on general labour for plant cleanup, plant painting (other than painting machines), etc at the Oceanside Plant shall be by workers in order of seniority, first from the Cannery Core then the Master List, by classification. Warehouse, Egg or Cannery Dock subdivisional seniority shall not take precedence. All Cannery work shall be performed under the wages and conditions in Section 4, Cannery General Labour, of the Shoreworkers' Wage Supplement.

1.1 Fresh Fish Winter Work:

The Groundfish and Winter Work Seniority Plan applies to the following Groundfish and Winter Work that takes place during the non-salmon season:

1.2.1 All Groundfish unloading and processing (except that which falls under New Work) shall be performed under the wages and conditions in Section 8 Fresh Fish/Cold Storage in the Shoreworkers' Wage Supplement. This work shall include the unloading and freezing of all groundfish and groundfish products such as bait, processing and freezing small amounts of Head Gut Tail (HGT) groundfish as has been done previously as regular work in the Royal Plant, cutting and freezing of halibut cheeks and the like.

1.1.1 Crabs shall be unloaded, tended and shipped.

1.1.2 General labour for plant cleanup, painting etc at the Seal Cove Plant.

1.2 New Work:

New work is defined as any work that has not been done in the plant in the previous 10 years, or is completely new, or as mutually agreed between the Company and the Union. Unless otherwise negotiated, new work refers to the processing or packaging of fish or fish products.

1.2.1 New work shall be governed by the Memorandum of Agreement Work Creation and New Work Opportunities in the Shoreworker Master Agreement. It is covered by the New Work Seniority Plan. Call-out is by seniority and classification from the Master List.

1.2.2 Crab processing (cooking, freezing, packaging) will be done under the NWO Agreement.

1.2.3 Filleting groundfish or the Head, Gut, Tail processing of large amounts of groundfish shall be done under the Memorandum of Agreement Work Creation and New Work Opportunities and New Work Opportunity Seniority Plan.

2. Groundfish and Winter Work Seniority Plan

2.1.1 CFC Fresh Fish/Cold Storage Core from Seal Cove/Oceanside Plants and employees from the Royal Plant with seniority of December 31, 1989 or greater, will be merged in order of seniority and will become the Fresh Fish Cold Storage Core Group.

2.1.2 Added to the Core Group shall be workers from the Royal Plant Winter Work Seniority List, with seniority after December 31, 1989, who have worked 3 out of the past 4 winter work seasons.

2.1.3 Added to this list will be one cannery driver, either Libby Stevens, Frank Alger or Vern McMillan who will be called for forklift driving only. These Cannery Core workers must go to work first in the Cannery, if work is available.

This one driver position will be called to work after the last Fresh Fish/Cold Storage Core Group driver is in, and ahead of any driver with less than December 31, 1989 seniority.

2.1.4 This merged list shall be the Fresh Fish/Cold Storage Winter Work Seniority List.

2.1.5 The CFC Groundfish and Winter Work call-out shall be workers first from the Fresh Fish/Cold Storage Winter Work Seniority List followed by the Master list taking into consideration the required classifications.

Classifications:

2.1.6 Wai Jong will maintain his classified job as a fresh fish grader with special consideration as per the 1997 Merger Agreement. That is, he will not be bumped by any senior fresh fish worker who does not presently hold the classification of grader. He will only be below those who hold the grading classification on June 16, 2012.

2.1.7 George Price will be the Groundfish and Winter Work Pump Operator after Wai Jong and shall be called in to work according to his classification. When called in to act as pump operator, he can finish his day performing general labour work; however, he cannot be called in to work out of order of his Master List seniority to do general labour and shall be sent home in order of his Master List seniority.

2.1.8 This same principle shall apply to all workers who are called in to work due to their classification but are at work out of order of seniority for general labour work.

2.2. Groundfish and Winter Work:

2.2.1 The work in Section 1.2 above shall be performed by the members of the Groundfish and Winter Work crew which is made up from the Groundfish and Winter Work List followed by the Master List.

2.2.2 Groundfish and Winter Work call-out year extends from September 16th to June 14th unless otherwise agreed between CFC and the Union.

2.3 Call-out

2.3.1 Groundfish and Winter work is voluntary.

2.3.2 Each year, the company shall call workers to work on Groundfish and Winter Work by classification and seniority in accordance with Section 2.0 above. A worker will have to agree to accept Groundfish and Winter Work when they are called, or decline it for the year. If the worker accepts, they can decline Groundfish and Winter Work at a later date and will not be called for the duration of the present Winter Work season. The workers who accept Groundfish and Winter Work each year will make up the Groundfish and Winter Work crew for that year.

2.4 Dock unloading jobs:

2.4.1 Seal Cove Plant: All unloading work at Seal Cove shall be done by the Groundfish and Winter Work list.

2.4.2 Oceanside Plant: If one pump is running, the Cannery Dock Subdivision shall unload the boat and do the tally. These positions consist of the pump operator, the people in the vessel hold and the tally/scale position. The Ice position shall be filled by the Cannery Dock Subdivision. The Cannery Dock Subdivision call-out shall be done according to the Salmon Seniority Plan.

Grading and Forklift driving and all other jobs are to be done by the Groundfish and Winter Work list.

2.4.3 If two pumps are operating at the Oceanside Plant, the second pump and second tally/scale shall be operated from those on the Groundfish and Winter Work list.

2.4.4 Unloading of trollers, halibut, sea urchins, rockfish and similar products will be done by the Groundfish and Winter Work list.

2.5 Miscellaneous classifications:

2.5.1 First aid and janitor and other miscellaneous jobs performed at the Seal Cove Plant shall be filled first from the Fresh Fish /Cold Storage Winter Work Seniority List then the Master list.

2.5.2 At the Oceanside Plant, first aid, uniform room, and janitorial workers shall be called in according to seniority and classification from the Cannery Core List then the Master List.

2.5.3 If the company creates a new Quality Control qualification on groundfish, this new position shall be posted and be awarded by Master List seniority.

3.0 Salmon Season: (June 15-September 15)

3.1 During the summer, all groundfish will be unloaded according to the Salmon Seniority Plan except that groundfish graders shall be called in to grade the groundfish and Fresh Fish/Cold Storage Core workers shall drive and perform any general labour, if they are available.

3.2 During the summer, groundfish processing and freezing will be performed by the Fresh Fish Core List, followed by the Master List according to the Salmon Seniority Plan.

Signed in Vancouver, B.C. this day of _____, 2012.

CANADIAN FISHING COMPANY

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- 1) The New Work Seniority Plan shall be governed by the Memorandum of Agreement Work Creation and New Work Opportunities in the Shoreworker Master Agreement.
- 2) New Work is any work that has not been done in the plant in the previous 10 years, or is completely new, or as mutually agreed between the Company and the Union. Unless otherwise negotiated, new work refers to the processing or packaging of fish or fish products.

Call-Out

- 3) New work will be voluntary. Workers may sign on and/or off every two months, once new work processing begins.
- 4) Call-out will be from the Master list with classifications (both present and previous) being recognized. (For example, qualified filleter classification or labelling machine operator are two previous classifications that should be recognized)
- 5) Unloading shall be done under the regular wage structure with the regular unloading crew.

Agreements

- 6) New work procedures, wages and working conditions shall be negotiated between the Union's New Work Opportunity Committee and the Company. Workers potentially affected by the New Work Opportunities Agreement shall vote on the proposal.
- 7) Each NWO Agreement shall last two months, unless otherwise negotiated and the Company and Union's NWO Committee will meet to evaluate the project.
- 8) The Committee will be encouraged to bring suggestions to management for improvements to the project. Management will work cooperatively with the Committee to resolve any issues.

Signed in Vancouver, B.C. this day of _____, 2012.

CANADIAN FISHING COMPANY

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WORKERS' UNION-CAW

Memorandum of Agreement:

Call-out Procedure-

Seniority Plan Agreement Oceanside/Seal Cove Plants

Short Call-out:

Short Call-out: A short call-out occurs when the worker is notified of work four or less hours prior to their start time. It is governed by Section 7.12 in the Shoreworkers Master Agreement.

One hour to get to work: Assuming the shift has started or will be starting within 1 hour, workers have 1 hour to clock in from the time the worker received the call.

For a short call-out, only one call will be made.

Short call-out messages: If the Company gets an answering machine or somebody besides the employee answers, a message will be left stating that if they wish to work they must call back within 15 minutes to confirm and they must be able to report for work within one hour. Failure to call back within 15 minutes means that the Company will call in the next person on the seniority list.

Second short call-out: If a second short call-out is required later on the same day, it will be done in the same manner as the first and workers who could not be reached for the first call-out will be called again, unless they had earlier indicated that they would not be available that day.

Night Shift Short Call-out: A night shift call-out for the same day will begin as soon as possible, usually before 10:30am. The Call-out list will be run though until the 3 times conditions have been met, then the next workers on the list will be contacted.

No show: If an employee calls back after earlier stating they would be in to work, 30 minutes or more after their scheduled start time to say they would not be in, they will be recorded as a no-show.

Out of town: Only local phone numbers will be called unless sufficient travel time exists before the shift start time.

Regular Call-out

Posted in Plant: Notification for the next shift will be posted on the call-out board for workers already at work. Occasionally, individuals working in classified positions may be notified in person by their supervisor when required for work in their classification without the notification being posted on the board.

Next work call-out: Every effort will be made to contact the worker three times with calls spaced at least 30 minutes apart.

Call-outs for the next day will begin as soon as possible, usually before 2:30 pm. The call-out list will be run through until the 3 times conditions have been met, then the next workers on the list will be contacted.

If the call-out is increased while the original call-out is still being completed, the additions will be considered to be part of the same call-out. If the original call-out has been completed, then additional needs will be treated as a new call-out and those workers the company were unable to contact would get another call.

Out of town: Long distance calls for work will be made on a collect call basis only.

Message Confirmation: Workers receiving their call-out on an answering machine or through another individual, must confirm with the Personnel Office that they will, or will not, be in. This should be done during regular office hours where possible or if this is not possible a message must be left on the Personnel Office answering machine.

Phone to check for work: Employees should contact the Personnel Office by 2:30 the day prior for the following day shift or by 2:30 the same day for afternoon shift or night shift if they think that there may be work available but have not yet been called to work.

No show: If a worker indicates that he/she will be in and then does not come in, they will be recorded as a no-show.

Discipline: Refusing a long distance call or refusing work without a legitimate reason will be treated as sufficient cause for discipline, up to and including possible termination.

If the Company is unable to contact a worker for three call-outs in a row, but not necessarily on three straight days, a letter will be sent to confirm employment status. Failure to respond to this letter will result in termination. Unreasonable excuses for failing to contact the employer will be treated as sufficient cause for discipline, up to and including possible termination.

Any discipline can be grieved – the Company will inform workers to see their Union representative if they are disciplined.

Signed in Vancouver, B.C. this day of _____, 2012.

CANADIAN FISHING COMPANY

UNITED FISHERMEN AND ALLIED
WORKERS' UNION-CAW

Memorandum of Agreement:

Shift Preference/Movement between Shifts –

Seniority Plan Agreement Oceanside/Seal Cove Plants

1.01 All shift arrangements are to be in accordance with the provisions in the Shoreworker Master Agreement.

1.02 When there is only one shift, all workers must make themselves available for day shift.

1.03 All workers are permitted to choose which shift they are on, Day Shift or Night Shift or Day Shift or Afternoon Shift or make themselves available for either shift.

1.04 Workers who choose to remain on their chosen shift may, as a consequence, miss a day or so of work due to their choice, as long that it is clear to them that that is the consequence.

2.0 Day Shift and Night Shift:

2.1 When two shifts are running a worker can either designate the shift they want or can be available for either shift.

2.2 Once assigned to a shift, a worker can't change their shift unless they are put on call or they miss a shift.

3.0 Day Shift and Afternoon Shift:

2.1 When two shifts are running a worker can either designate the shift they want or can be available for either shift.

2.2 Once assigned to a shift, a worker can't change their shift unless they are put on call or they miss a shift.

2.3 The exceptions to this are when a second shift is starting up and senior employees, who were on the initial shift, switch to their preferred shift or if employees in a classified position are needed on another shift.

2.4 In the event that the company needs to make changes to these arrangements because of a temporary change in circumstances, the company will meet with the Union and the Plant Shopstewards to come to an agreement.

Signed in Vancouver, B.C. this day of _____, 2012.

CANADIAN FISHING COMPANY

UFAWU-CAW

MEMORANDUM OF UNDERSTANDING

CANADIAN FISHING COMPANY LIGHT/MODIFIED WORK PROCEDURE

- 1) The company may provide a Physician's Report at the date of illness/injury or at any later time or will provide the form if requested by the employee.
- 2) The worker will take the form to their Doctor and the Doctor shall notate that the worker is to remain off work or can indicate the restrictions under which the worker may return to work under selective, modified or light employment.
- 3) Upon receipt of the form, the company may offer selective, modified or light employment that will meet the doctor's restrictions. The company will identify to the worker the specific jobs that the worker may be asked to perform.
- 4) If, after the identification of the specific jobs offered, the worker does not think he/she can do the job the worker can return to the doctor for advisement. The Company will provide a written description of the work activities.
- 5) If the worker accepts the offer, the worker will return to work and, as the injury resolves, the doctor may ease restrictions or lift them entirely.
- 6) If, after working, the worker has a problem doing the job, the worker can return to the doctor for advisement and the doctor's further advisement will determine the outcome.

The company will inform the appropriate managers and chargehands of the worker's restrictions and of the jobs they have agreed to perform.

The agreed to Physician's Report is appended to this agreement

Signed at Vancouver, British Columbia, this day of , 2012.

Canadian Fishing Company

UFAWU-CAW

MEMORANDUM OF UNDERSTANDING

HARASSMENT

1) The Company agrees to post in appropriate places in the plant the following policy on harassment:

HARASSMENT POLICY STATEMENT

Harassment of employees by management or other employees will not be tolerated and any incident should be reported directly to the Assistant Plant Manager or Plant Manager. The plant manager will deal with the matter directly and will honour any requests for confidentiality made by the employee reporting the matter.

This policy shall not prevent the raising of a grievance.

2) An explanation of personal harassment and the company's personal harassment policy shall be given to all new hires during their orientation session

Signed at Vancouver, British Columbia, this day of , 2012.

Canadian Fishing Company

United Fishermen and Allied
Workers' Union-CAW