

MEMORANDUM OF SETTLEMENT

Between

Canadian Fishing Company

and

United Fishermen and Allied Workers' Union-Unifor

SHOREWORKERS AGREEMENT

April 16, 2017 – April 15, 2021

The Parties agree that the terms and conditions of the collective agreement covering shoreworkers dated April 16, 2013 to April 15, 2017 shall remain for the contract years April 16, 2017 to April 15, 2021 except for the following changes as agreed by the parties subject to ratification by the membership:

1. The Company and the Union agree to the **MOA Work Sharing Between Plants** as attached.
2. The Company and the Union agree to amend the MOA Joint Committee Process and the MOA Work Creation and New Work Opportunities as below and to actively participate in accordance with the amended MOAs.

2a) **MOA Joint Committee Process** shall be amended to:

- i. Strike the words “that began with the MOS of August 1999” and place a period after “the joint committee process”.
- ii. Remove point 2
- iii. Remove point 5
- iv. Renumber the MOA

2b) **MOA Work Creation and New Work Opportunities** shall be amended by striking the words in point 13b) “no less than once per month (12 times per year)” and replacing them with the words “three times per year or more if agreeable to the plant’s joint committee.”

2c) the Company agrees to discuss freezing capacity and the use of freezers and cold storage at Home Plant under the above MOAs.

3. The **MOA Prince Rupert Roe Herring Processing** agreement will be re-signed and the company further agrees that unless the north coast roe herring fisheries are closed with little prospect for re-opening, the company commits to keep in Prince Rupert the six herring roe popping machines currently stored there.

4. A new section **5.02.4 Occasional List employees at Home Plant** be added to the Collective Agreement as follows:

5.02.4 Occasional List employees at Home Plant

Employees who have attained regular status but who are not available for work except occasionally or sporadically because of health issues, other employment or other valid reasons acceptable to the Company shall be considered as “Occasional” employees and be listed by their date of hire on an “Occasional Seniority List”. Occasional list workers shall be called to work behind workers on the Regular and Seasonal Seniority Lists and ahead of Probationary employees.

5. The Company agrees that **quality control work at Home Plant** (the taking and recording of temperatures of frozen and thawed roe herring, brine temperatures and brine salinity) shall be done by the bargaining unit. The Union agrees that management can perform herring quality control audits.

6. Temporary Workers: A new section **5.02.5 Temporary Workers at Home Plant** will be added to the Collective Agreement as follows:

5.02.5 Temporary Workers at Home Plant

Employees of Temporary Work Agencies who are dispatched to work at Home Plant because CFC is not able to hire sufficient employees to fill vacant positions shall not be listed on any CFC Seniority List. They shall, however, be employed under the current Collective Agreement and all terms of the Agreement shall apply to Temporary Workers except that the Company will make payment of Union dues and all remittances required under the Collective Agreement to the Union. Temporary Workers shall not have seniority at Home Plant.

a) The Company shall request from the temporary work agencies a list of hours worked by all Temporary Workers dispatched to work at Home Plant. All hours worked shall be counted towards the Temporary Worker’s rate of pay; hours do not have to be worked consecutively. Temporary workers are entitled to all wage increases as listed in the Wage Supplements and shall receive increased wages after working the requisite hours.

b) After 200 hours of work at Home Plant, temporary workers may be offered the choice by the Company to become an employee. The Company will extend this offer to all Temporary employees except those who the Company is not satisfied will make good employees. Temporary workers who choose to become CFC employees will be placed on a seniority list with the date of their hire as a CFC employee.

c) All hours accumulated at Home Plant prior to hiring by CFC shall apply to the probationary time. No employee shall be required to serve more than 400 hours in their probationary period.

d) Hours accumulated at Home Plant by Temporary Workers prior to hiring by CFC shall apply to determining rate of pay and qualification hours for Vacation and Benefit purposes.

7. The Company and the Union agree to the **MOA Post-Season Oceanside Maintenance Meetings** as attached.

8. The Company and the Union agree to amend the MOA CFC-Apprenticeship Program by striking Point 1 under Commitments: Canadian Fishing Company and renumbering the following points. The MOA shall also be amended in the section of the **MOA titled Apprenticeship** by adding the percent of the qualified trades rate that each Apprentice year shall receive for wage purposes and by striking the sentence in Point 3 "Upon becoming a third year apprentice, the worker shall be assigned to one machine area"

9. The Company agrees to review their present **policy on Harassment** and ensure that it meets Worksafe's requirements for Bullying and Harassment Policy, Reporting and Investigation procedures. The Company agrees to post their Policy with reference to their reporting and investigation procedures.

10. The Company will adopt as applying to all of their Union plants the attached **MOA Light/Modified Return to Work procedure and the Doctor's form.**

11. The Company agrees to include in their **Job Postings** the following information:

- i. Job Description and Duties
- ii. Required Skills and Abilities
- iii. Required Tickets
- iv. A description of the training that will be provided by the Company
- v. A description of the procedure to become qualified, if relevant. (test, length of time etc)
- vi Rate of pay

12. **Shoreworkers' Benefit Fund:**

The contribution rate to the Shoreworkers' Benefit Fund shall increase by one cent per hour in each year of the collective agreement (one cent effective April 16, 2017, and additional one cent effective April 16, 2018, an additional one cent effective April 16, 2019, and an additional one cent April 16, 2020).

13. **Extended Health Benefit:**

The Company agrees to increase the eyeglass benefit to \$200 every two years. This benefit will also cover eye exams.

14. **Wages:**

14a) **Qualified Machine Mechanics and Maintenance workers and the Engineers** rate shall be increased by \$2.75 over the term of the contract according to the following schedule:

- i. Schedule: April 16, 2017 \$1.00
- April 16, 2018 \$0.50
- April 16, 2019 \$0.75
- April 16, 2020 \$0.50

ii. The Company and the Union have agreed to delete from Maintenance Wage Section 3.11 General Wage Rates the classification 'Blacksmith'. The classification Chief Engineer Fire (dual) Home Plant shall be replaced with the classification "Chief Engineer Home Plant."

14b) **Probationary Rate:**

- i. The Company agrees to increase the Probationary Rate- to \$15.65 (south coast rates) effective April 16, 2017, except for the Cold Storage Probationary Rate which shall be 13b)ii below.
- ii. The probationary rate for Cold Storage shall be \$15.90 (south coast rate) effective April 16, 2017.
- iii. The Probationary rate shall apply from 1-400 hours; there shall no longer be a rate for 0-200 hours and another for 200-400 hours.
- iv. The Union and Company agree that retroactive pay would not be applied to temporary workers; retroactive pay will be paid to those workers on CFC seniority lists only.
- v. The new probationary rate shall be paid to temporary workers with less than 400 hours of employment at CFC on the date the Union informs the company that the contract has been ratified.

14c) **General Labour Rates**

- i. The Company and Union agree to replace the Cannery General Labour Section 4.04 General Wage Rates with the Modernized Wage Schedule and use the rates in the Modernized Wage Schedule as the base wage rates; the April 16,2017, increase will be in addition to the rates in the Modernized Wage Schedule.
- ii. The Company and Union agree to replace the Fresh Fish / Cold Storage Section 8.08 General Wage Rates with the Modernized Wage Schedule and use the rates in the Modernized Wage Schedule as the base wage rates; the April 16,2017, increase will be in addition to the rates in the Modernized Wage Schedule.
- iii. The Company and Union agree to replace the Watchkeepers section 7.04 General Wage Rates with the applicable rates in the Modernized Wage Schedule and use these rates as the base hourly wage rates. The Modernized Wage Schedule hourly wage rate shall set the basis for any monthly rate calculation. The April 16,2017, increase will be in addition to the rates in the Modernized Wage Schedule.
- iv. The Company and Union agree to replace the Reduction section 5.01 General Wage Rates Group 2 with the applicable rates in the Modernized Wage Schedule and use the rates in the Modernized Wage Schedule as the base wage rates; the April 16,2017, increase will be in addition to the rates in the Modernized Wage Schedule.

v. The hourly wage rate for general wage rates shall be increased by 75 cents over the term of the contract according to the following schedule:

- i. Schedule: April 16, 2017 15 cents
- April 16, 2018 20 cents
- April 16, 2019 20 cents
- April 16, 2020 20 cents

15. **Housekeeping:**

15a) The Company and Union agree to delete the second sentence in Section 3.03 of the C/A “The Company agrees to give directions to plants that the Union be given an opportunity to participate in any new employee orientations.” The Section 3.03 will retain all remaining language. This will make this Section agree with what was negotiated in 2009. Section 3.06 will be deleted.

15b) The Company and Union agree to change references to **Labour Group 1, 2 or 3 to General Labour** as appropriate in the following sections of the Wage Supplement:

2.05 Cannery Lift Truck Drivers:

The second sentence shall be amended by striking two references to “Labour Group 1” and replacing them with “General Labour after 400 hours” so that the second sentence shall read:

.... If experienced Lift Truck Drivers are not available, the company may designate an employee hired under the classification of Probationary or General Labour after 400 hours as a Lift Truck Driver and he or she shall be paid as, a minimum, the **General Labour after 400 hour rate** while so employed....

4.03 Herring Roe Classifications:

The first sentence shall be amended, so that the first sentence shall read:

There shall be two classifications established in the Herring Roe operation, Herring Roe Grader and Herring Roe Popper, both to be paid under **General Labour rates of Section 4.04.....**

8.01 Group 1 and 8.01 Group 2:

Delete both sections and renumber following sections.

8.05.3 Shrimps and Crabs:

The last sentence shall be amended, so that the last sentence shall read:

....The **General Labour rates** shall be paid as a minimum for such work.

8.05.6 Herring Roe Classifications:

The first sentence shall be amended, so that the first sentence shall read:

There shall be two classifications established in the Herring roe operation, Herring Roe Packer and Herring Roe Popper, both to be paid the **General Labour rate...**

8.05.7 Inexperienced Lift Truck – Herring Roe

The sentence shall be amended, so that the sentence shall read:

Inexperienced Lift Truck Drivers employed in Herring Roe operations shall be paid, as a minimum, the **General Labour after 400 hours rate** during such employment.

15c) The Company and the Union agree to delete from the Collective Agreement:

- i. **3.02 Sundry Canning Operations**
- ii. **Memorandum of Agreement Pension Working Group**

15d) The Company and the Union agree to re-sign the following MOA:

Equal Opportunities for Employment
Sexual Harassment Policy Statement
Work Creation and New Work Opportunities (as amended)
Joint Committee Process (as amended)
Shoreworker Pension Plan
Commercially Acceptable Cold Storage Rates
Prince Rupert Roe Herring Processing Agreement

Royal Plant Continuing UFAWU-Unifor Shoreworkers Master Agreement

Reduction Plant

CFC Apprenticeship Program (as amended)

Signed at Vancouver, British Columbia, this day of , 2017

Canadian Fishing Company

**B.C. Provincial Council United Fishermen and
Allied Workers' Union-Unifor**

Authorized Signature

Authorized Signature