

COLLECTIVE AGREEMENT

BETWEEN: *The Canadian Merchant Service Guild*
(hereinafter referred to as "The Guild")



AND: **INTERFOR CORPORATION**
(hereinafter referred to as the "Company")



INTERFOR®

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COLLECTIVE AGREEMENT

BETWEEN: THE CANADIAN MERCHANT SERVICE GUILD

Representing:

- Masters,
- Mates, and
- Engineers

(hereinafter referred to as "the Guild")

AND: INTERFOR CORPORATION

(hereinafter referred to as the "Company")

ARTICLE 1 – PREAMBLE

For the purposes of the agreement, the Company shall mean Interfor Corporation. The intent of this agreement is to ensure for the Company, the Guild and the Officers employed by the Company the full benefits of orderly and legal collective bargaining and to promote harmonious employment relationships between the Parties. As signatories to this agreement, it shall be the duty of the Company and the Guild to abide by the terms set out hereinafter.

ARTICLE 2 – RECOGNITION

2.1 Recognition

The Company recognizes the Guild as the sole bargaining agent for all Masters, Mates and Officers in Training (O.I.T.) employed on vessels owned, operated or directly or indirectly controlled by the Company. The Company agrees that only tugs covered by a Guild agreement which is recognized by the Canada Labour Code or the BC Labour Relations Code will be utilized to perform work.

2.2 Charter or Leased Vessel

Where a vessel covered and listed in this agreement is chartered or leased, the terms of such charter or lease shall provide that this agreement shall apply unless a vessel is chartered or leased to a Company which has an agreement with another union to man and operate over the work to be performed. Should the charterer or lessee fail or neglect to abide by the terms of this agreement, the Company or lessor shall be liable to the Guild members concerned for wages or other monetary benefits which are not paid by the charterer or lessee.

2.3 Vessels Sold

- a) Where a vessel covered by this agreement is sold to a Company or to an individual, satisfactory proof of such shall be provided to the Guild.
- b) The Company will agree to allow the Guild insignia on vessels as requested.

2.4 Vessels List

The Parties agree that the vessels described above are as listed in Appendix "B" and the Parties recognize that the list may be altered from time to time pursuant to Clause 2.1.

2.5 Guild Membership

An Officer employed by the Company who is not a Guild Member shall, as a condition of employment, immediately apply for membership in the Guild upon taking employment with the Company. The Company agrees to employ only Members of the Guild in good standing, including probationary Officers.

2.6 Guild Dues, Fees, Assessments

Effective the last pay period of each month, the Company shall deduct from the wages due and payable each Officer coming within the scope of this agreement an amount equal to the uniform monthly membership fees, and any assessments of the Guild. The amount so deducted shall only be changed during the term of this agreement to conform with changes in the amount of the regular fees of the Guild in accordance with its Constitution and By-Laws.

2.7 Guild Initiation Fees

The Company will deduct initiation fees and remit same to the Guild upon receipt of proper authorization from the Officer concerned.

All deductions required under this Article will be forwarded to the Western Branch of the Guild, attention of the Secretary-Treasurer, within thirty (30) days together with a list in duplicate showing the names of the Officers to whom said deductions are to be credited and the month for which the deductions are made.

2.8 Definitions

| | |
|----------------------|---|
| Company | means Interfor Corporation |
| Guild | means Canadian Merchant Service Guild |
| Party and/or Parties | means the Guild and/or the Company |
| Officer | means a Member of the Guild |
| Officer on Probation | means a new Officer during his/her probation period |
| Officer in Training | means an Officer who has completed the probation period |

ARTICLE 3 – ADMINISTRATION

3.1 Management and Direction

The Guild recognizes the Company as the possessor of the sole rights to manage its operations, subject only to such restrictions governing the exercise of the rights as are provided by law and herein.

3.2 Hiring and Discipline

The Company shall have the right to select its Officers and to discipline or discharge them for just cause. In no way shall this Article prejudice any grievance processed according to Article 5.

ARTICLE 4 – WARRANTY of CONTINUOUS OPERATIONS

4.1 No Strike or Lockout

The Company, signatory to this agreement, and the Guild agree that there shall be no strikes or lockouts during the life of this agreement.

4.2 No Slowdown or Work Stoppage

There shall be no slowdown or stoppage of work during the period when a grievance is being resolved.

4.3 Picket Lines

Refusal to pass through a picket line which has not been held to be illegal shall not be construed as a violation of this Article.

4.4 Towing Through Picket Line

The Company will not require any Member of the Guild to continue with a tow, if it has been brought through a picket line.

4.5 Contracting Out

The Company agrees not to contract out any work which has normally been or is being performed by Officers covered by this agreement which would directly result in the laying off of such Officers. Work for the operation of vessels will not be contracted out.

In special or unforeseen circumstances when the Company is required to bring in a contractor to perform Guild work, the Company will consult with the Union in advance of bringing in a contractor.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Grievance

Any difference concerning the interpretation, application or operation of this agreement or any alleged violation thereof, including any question as to whether any matter is arbitral, shall be dealt with without stoppage of work in the following manner.

5.2 Initiation of Grievance – By the Guild or an Officer

- a) Any grievance lodged by an Officer of the Guild shall be presented to a person designated for that purpose by the Company.
- b) The maximum time for instituting a grievance concerning demotion, suspension or dismissal shall be ten (10) days from the date of demotion, suspension or dismissal. A letter stating the reasons for the demotion, suspension or dismissal shall be given to the Officer concerned, if he/she requested it.
- c) A grievance arising shall be dealt with and processed to settlement in the following manner:

Step 1

The Officer or Officers involved shall first present the matter to the designated Company Official.

Step 2

If the matter is not satisfactorily resolved at Step 1 within forty-eight (48) hours of the date the grievance is presented, the Officer shall, within thirty (30) days of that date, refer the matter to the appropriate Guild Representative, who shall then within seven (7) days submit the grievance, in writing, to the Company.

Step 3

If a satisfactory settlement is not reached within forty-eight (48) hours of the date the grievance is submitted to the Company, the grievance may, within thirty (30) days of that date, be referred to the Arbitrator, in the manner provided in Sections 5.5 to 5.9.

5.3 Initiation of Grievance – By the Company

Any grievance lodged by the Company shall be sent electronically to the CMSG Western Branch Secretary Treasurer. If a satisfactory settlement is not reached within seven (7) days of the date the grievance is sent to the CMSG Western Branch Secretary Treasurer, the grievance may, within thirty (30) days of that date, be referred to the Arbitrator, in the manner provided in Sections 5.5 to 5.9.

5.4 Time Limits

- a)
 - i) The time limits set out in the foregoing may be extended by mutual agreement of the Parties.
 - ii) Failing mutual agreement to extend time limits under Section 5.4 (a) (i), a grievance which has not been processed within the time limits shall be deemed to be abandoned and all rights of recourse to the grievance procedure under this agreement in respect of this grievance shall be at an end.
- b) Any grievance may be advanced directly to arbitration by mutual agreement of the Parties.

5.5 Arbitration

In the case of a dispute arising under this agreement which cannot be settled in the manner provided for in Sections 5.1 to 5.4, the matter shall be determined by arbitration in the following manner.

5.6 Arbitrator

- a) The Parties shall, by mutual agreement, appoint a Single Named Industry Arbitrator to serve for the first year of the agreement, who may be re-appointed for a further term if the Parties agree. For the purposes of this agreement, the Single Named Industry Arbitrator shall be: (Arbitrator to be named).
- b) The Parties shall also by mutual agreement appoint a Single Named Alternate Industry Arbitrator. In the temporary absence of the Industry Arbitrator, the Alternate Industry Arbitrator shall act in his/her place, for the purposes of this agreement, the Single Named Alternate Industry Arbitrator shall be: (Arbitrator to be named).

5.7 Cost of Apportionment

The Parties shall bear, in equal proportions, the fees and expenses of the Arbitrator or the Alternate Arbitrator, including the rental of any premises used for the hearing. This shall apply in all cases except where, as provided in Section 5.9 (d), the Arbitrator is called upon to reconsider his decision. In such latter instances, the fees and expenses connected with his reconsideration of the decision including the rental of any premises used shall be borne in full by the Party which requested such reconsideration.

5.8 Powers

- a) The Arbitrator shall have no authority to alter, modify, subtract from or supplement the provisions of this agreement in anyway.
- b) If the Arbitrator finds that an Officer has been unjustly demoted, suspended or discharged, the Arbitrator shall order the reinstatement of the Officer by the Company without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided, however, that if it is shown to the Arbitrator that the Employee has been in receipt of wages or related remuneration during the period between suspension or discharge and reinstatement, the amount so received shall be deducted from wages payable by the Company pursuant to this Section.

5.9 Arbitration Procedure

- a) The Party advancing the grievance shall notify the other Party and the Arbitrator in writing of the issue to be arbitrated.
- b) The Arbitrator shall then invite the Parties to meet and present evidence, and shall render a decision within fifteen (15) days of concluding his/her hearing, said decision to be final and binding upon the Parties to this agreement, subject to the provisions of Section 5.9 (d).
- c) If, upon application by either Party, it appears to the Arbitrator that the circumstances surrounding the grievance are of such urgency or seriousness as to justify disposition in a summary manner, then:
 - i) The Arbitrator may order that the matter proceed to arbitration without compliance with the grievance provisions of Sections 5.1 to 5.4.
 - ii) The Arbitrator may proceed to hear the matter in such manner and in such time as he/she deems advisable.
 - iii) The Arbitrator may issue a summary decision, direction or order which shall be binding on the Parties.
 - iv) The Arbitrator shall, within seven (7) days of his/her summary decision, render his/her decision in writing and at that time he/she may, on his/her own initiative, vary the summary decision made by him/her.
The procedure outlined herein shall be subject to the provisions of Section 5.9 (d):
- d) Either Party may, within five (5) days of receipt of the Arbitrator's decision, notify the Arbitrator and the other Party of its desire to have the Arbitrator reconsider his/her decision, such notice to be in writing and to be supported by reasons. The Arbitrator may proceed to reconsider the matter and in the event that he/she does he/she shall render a decision within seven (7) days of receiving notice, provided that if he/she has to conduct a hearing into the matter he/she shall render a decision within fifteen (15) days of concluding the hearing.

5.10 Interpretation Ruling

Either Party may, within (15) days' notice to the other, request the Arbitrator to make an interpretation ruling on any question involving an interpretation of any terms of this Collective Agreement. In such instances, the Arbitrator shall invite the Parties to make submissions at a hearing to be held for the purpose, and shall render a ruling within thirty (30) days of the conclusion of the hearing. Such a ruling shall be final and binding upon the Parties and shall not be subject to reconsideration.

ARTICLE 6 –BOARDING PASSES

6.1 Access

Guild Representatives shall be given access to Company property and aboard Company vessels either by checking with the Company office or possession of a boarding pass issued by the Company. It is agreed that these visits will not interfere with the sailing or maintenance of the vessel.

At times when the Company office is not open, permission shall be obtained from the Master of the vessel. It is agreed that the Company assumes no liability for injury to any Guild Representative while he is on Company property.

ARTICLE 7 – OPERATIONAL BASES and TRAVELLING EXPENSES

7.1 Regular Operational Bases

For the purpose of determining travel expenses and travel time, Castlegar and Nakusp shall be designated as regular operational bases.

7.2 Seasonal Operational Base

Revelstoke shall be designated as a seasonal operational base and transportation will be supplied by the Company to Officers assigned to or relieved from vessels operating out of this base. The Company may ask an Officer to provide his/her own transportation for which the Officer will be provided an allowance as per the current company policy in effect. It is understood that the Officer has the right to refuse such a request.

7.3 Transportation

When an Officer is engaged or discharged from a vessel away from his regular operational base, transportation will be provided except in the case of discharge for cause where an Officer would be transported to the nearest regular operational base. The Company may ask an Officer to provide his/her own transportation on the same basis as in Clause 7.2 above.

7.4 Travel Time – Marshalling Points and Hours

a) Payment of travel time as follows:

| | |
|--|--------------------------------|
| Nakusp to Galena Bay and return | two (2) hours |
| Nakusp to Castlegar and return | four and one-half (4½) hours |
| Nakusp to Revelstoke and return | four (4) hours |
| Castlegar to Revelstoke and return | eight and one-half (8½) hours |
| Nakusp to Kuskanax Ferry and return | one-half (½) hour |
| Nakusp to Halfway and return | three-quarters (¾) hour |
| Nakusp to Shelter Bay and return | two and one-half (2½) hours |
| Nakusp to Arrow Park and return | one-half (½) hour |
| Nakusp to Rockslide and return | one and one-quarter (1¼) hours |
| Nakusp to Fauquier and return | one and one-half (1½) hours |
| Nakusp to Beaton and return | two and one-half (2½) hours |
| Nakusp to Christmas Island and return | four (4) hours |
| Castlegar to Deer Park and return | one (1) hour |
| Blue Goose to Irwin Property and return | twenty (20) minutes |
| Additional Sites to be Mutually Approved | |

- b) Driving time for the purpose of paying crew bus driving premiums will be paid as per the above schedule with the following additions:

| | |
|---|----------------------|
| Hugh Keenleyside Dam to Blue Goose and return | one-half (1/2) hour |
| Selkirk Inn to Nakusp Yard and return | one-sixth (1/6) hour |

- c) All travel time as set out in (a) above shall be considered as time worked with the following understanding:
- i) The Company will determine whether travelling will take place within normal working hours or outside of them.
 - ii) On continuous operating vessels, an Officer being discharged or joining the vessel will receive the greater of the pay provided under Article 10.5 or hours worked and travel time but under no circumstances will he/she receive both.

7.5 Leave – Shortage of Work

Provision of Article 7.2, 7.3, 7.4 will apply if an Officer is given leave during his normal shift due to the lack of work. This Article also applies to the eight (8) and twelve (12) hour vessels on weekends and statutory holidays.

7.6 Transportation to Accommodation

When transportation is supplied by the Company, the Company shall supply transportation to and from suitable separate shore accommodation and the work site.

7.7 Driving Premium

Officers will be paid an hourly premium of nine dollars (\$9.00) for hours spent driving Company vehicles to and from operational bases. The same premium will be paid if an Officer provides his/her own transportation as outlined in 7.2 above.

ARTICLE 8 – PAY in LIEU of LEAVE

8.1 Pay in Lieu

Pay in lieu of leave shall not be tendered or accepted except as mutually agreed upon between the Guild and the Company.

8.2 Pay for Additional Shift Worked

Should an Officer work for another Officer, the working Officer has the option of taking that day's pay automatically on his next check (a "cash day"), or allowing the day to be credited to the working Officer's leave bank. It is the responsibility of the Officer to advise the Company whenever that Officer selects the cash day option instead of the leave bank option. An Officer can only elect to use the cash day option once per calendar month. In addition to the above, the working Officer must have a minimum of fourteen (14) regular leave bank days or "lay-days" to be able choose the cash day option.

ARTICLE 9 – INTERPRETATION

9.1 Interpretation

Any clarifications that are mutually agreeable to the Parties hereto may be made and incorporated as an addendum to this agreement at any time during the life of this agreement. Any such clarification shall be in writing and signed by the Parties hereto.

ARTICLE 10 – HOURS of WORK and OVERTIME

10.1 Regular Hours

This agreement is based on the principle of the forty (40) hour week but due to the type of work these vessels are employed in, vessels may be operated twenty-four (24) hours a day on the six (6) on and six (6) off watch basis or shifts of eight (8) hours or twelve (12) hours.

10.2 Scheduled Days

On vessels operating on the eight (8) hour day in their operational base, Officers shall work five (5) days on duty and two (2) consecutive days off.

10.3 Leave Factor (Twelve [12] Hour Schedule)

On vessels operating on the twelve (12) hour day, leave shall be granted on the basis of one point two four (1.24) days leave for each day worked.

10.4 Leave Factor (Twenty-Four [24] Hour Schedule)

On vessels operating on the twenty-four (24) hour basis, leave shall be accumulated on the basis of one point two four (1.24) days leave for each day worked.

10.5 Watch Schedule

- a) On vessels operating on the twenty-four (24) hour basis, six (6) and six (6) watches shall be established (i.e.: 12:00 to 6:00 a.m. and p.m. Mate's watch, and 6:00 to 12:00 a.m. and p.m. Master's watch).
- b) On vessels operating on the twenty-four (24) hour basis and vessels operating on shifts of twelve (12) hours, Officers shall work on the basis of fourteen (14) days on duty followed by seven (7) days off duty subject to the limits set out in Article 11.3.
- c) One-half (½) day's pay and leave earned shall be paid to any Officer leaving a Vessel prior to 12:00 noon. The Officer relieving prior to 12:00 noon shall receive one (1) day's pay and leave earned. One (1) day's pay and leave earned shall be paid any Officer leaving his/her Vessel after 12:00 noon. The Officer relieving shall be paid one-half (½) day's pay and leave earned. This provision is modified by Article 7.4 (c).
- d) There shall be no crew starts between 18:00 hours and 06:00 hours. However, there may be crew dispatches to Revelstoke at 05:30 hours.
- e) The Company will agree to allow the O.I.T.'s to have their choice of shifts provided this does not involve extra costs to the Company or reduced operating time.

- f) After an Officer has completed his/her shift on a continuous operating vessel and is scheduled to be on leave effective at 00:00 hours, captive hours in excess of one (1) hour will be paid at his/her straight time rate. It is understood that captive hours in excess of one (1) hour will be deemed consecutive from the first hour and paid on one half (½) hour increments.

10.6 Changing Schedules

The Company shall retain the right to change working schedules of Officers, but such changes shall be for a minimum period of one (1) week, following a minimum of one (1) week notice. An Officer failing to receive one (1) week notice of changing work schedules shall retain the right to refuse the change in his/her work schedule.

10.7 Overtime

Overtime shall be paid as follow:

- a) On eight (8) hour shift vessels (working in their operational base) for all hours in excess of eight (8) consecutive hours, exclusive of lunch hours, in a day, forty (40) hours in a week and on statutory holidays.
- b) On eight (8) hour shift vessels (working away from their operational base) for all hours in excess of eight (8) consecutive hours exclusive of lunch hours in a day and on statutory holidays.
- c) On twelve (12) hour shift vessels for all hours worked on a statutory holiday or in excess of twelve (12) consecutive hours in a day.
- d) On twenty-four (24) hour vessels for all hours worked on a statutory holiday or on an off watch.
- e)
 - i) All Officers working regular eight (8) hour days shall receive double time for all overtime.
 - ii) All Officers working regular twelve (12) hour days shall receive double time for all overtime.
 - iii) If an Officer works into his/her off watch period he/she shall receive overtime calculated at a minimum of one (1) hour and in one-half (½) hour increments thereafter. If an Officer has been off watch for at least one-half (½) hour and is asked to return to work he/she shall be allowed twenty (20) minutes call out and such call out shall be considered as time worked and he/she shall be paid a minimum of two (2) hours and in one-half (½) hour increments thereafter. In the event an Officer is called more than once during an off watch period and there is less than one (1) hour between the time the second call and the time of completing the first call, his/her overtime shall deemed to be continuous from the time of the first call.
 - iv) On twenty-four (24) hour vessels call outs shall be addressed as Type I and II, being recognized in the following descriptions:

Type I

Call outs that require the assistance of one (1) off watch Officer; the two (2) hour minimum as described in (iii) above will be reallocated so that the second off watch Officer shall, at his/her request also be called and each of these watch Officers shall receive one (1) hour at the overtime rate.

Type II

Call outs that require the assistance of both off watch Officers: the two (2) hour minimum as described in (iii) above will apply to both off watch Officers.

- v) The overtime claim shall be prepared in duplicate by the Officer and presented to the Master daily for signature indicating both receipt of the claim and information that the work was ordered and performed. The duplicate copy of the claim shall be given to the Officer for the record. The Master shall turn in the overtime claim with the ship's log at first return to home port (or by mail at least twice monthly).
- vi) If the overtime claim is disputed a copy of the claim is to be returned by the Company to the Officer concerned together with the reasons for rejecting the claim.

10.8 Overtime Rate Calculation

- a) Overtime rates of pay for Officers covered by this agreement will be calculated by:

$$\frac{\text{Basic Rate} + \text{Ship Maintenance} \times 2}{162}$$

- b) **Call out Time**

- i) Minimum call out time for all Officers who are required to return to duty after completion of their regular shift or on regular days off shall be four (4) hours at the hourly overtime rate. Officers will be informed of the specific job to be performed when called by the Company. Notwithstanding emergencies, Officers will not be required to do any jobs other than initially specified.
 - ii) Officers required to work immediately following their regular shift shall be paid a minimum of one (1) hour at the overtime rate and subsequent overtime shall be paid in one-half (½) hour increments. It is understood that an Officer has the right to refuse to work beyond his/her regular shift. At the same time, it is understood that the Company can expect to receive reasonable co-operation concerning overtime.
 - iii) When an Officer on a shift tug is required to work from a regular shift into overtime, a minimum rest period of not less than nine (9) consecutive hours free of the vessel must be allowed before he/she returns to work. If, by taking a rest period, he/she commences work later than the normal starting time of the shift following, he/she shall receive a normal day's pay for that shift.
- c)
 - i) It shall be agreed that shift boat personnel will not be paid less than a full shift where they have been put to work and then relieved before their normal shift ends because of lack of work.
 - ii) Should the Officer be relieved because of sickness or mechanical breakdown, he/she shall receive a one-half (½) day's pay for completing a one-half (½) shift or portion thereof and a full day's pay for working more than one-half (½) a shift.

- d) Officers on their off watch will receive a premium of straight time for each hour of the off watch that the vessel is breaking ice. The minimum pay an Officer will receive for each off watch period in which the vessel is breaking ice is one-sixth (1/6) of a calendar day's pay.
- The ice breaking premium is a means of compensating off-watch Officers for interrupted rest periods during periods the vessel M.V.G.O. Sutherland is engaged in ice breaking duties and will be paid under the following conditions:
- i) When the vessel is required to break ice when making up, or tying up tows.
 - ii) When towing in ice that requires having to drop the tow and break a path through the ice before proceeding with the tow.
 - iii) When towing or running light in ice that has been previously broken by the M.V.G.O. Sutherland or some other vessel.
 - iv) When breaking ice with a barge.
 - v) When breaking ice to make a channel for other vessels.
- No premium will be paid when the vessel is on tow and the thickness of the ice is such that the towing process is not interrupted.

10.9 Notice of Leave

- a) When an Officer is granted leave or recalled from leave, the Company will give forty-eight (48) hours prior notice. Failing such notice the Officer concerned shall receive one (1) hour's pay at the overtime rate.
- b) When an Officer applies for leave or is returning from leave, he/she shall give forty-eight (48) hours' notice prior to the requested date. Failing such notice the Officer concerned will be deducted one (1) hour's pay at the overtime rate from his/her pay.
- c)
 - i) An Officer when taking leave shall be advised of the specific period of such leave.
 - ii) In the instance an Officer has a positive leave bank position he may request to take the additional leave in addition to the specified leave as referenced above, providing that such additional leave does not interfere with the Company's ability to man its vessels, and such additional leave will not be unreasonably denied.
 - iii) An Officer who at the expiry of his/her leave has not received an assignment from the Company must contact the appropriate Company official for assignment instructions. However, if due to work shortage his/her regular job is not available, he/she will be assigned in accordance with Article 18 - Seniority.

10.10 Temporary Assignment

When in the case of other than a reduction in forces an Officer is recalled for a temporary assignment that involves a lesser rate of pay, the said Officer will receive his/her regular job rate for the period of assignment providing he/she has accumulated at least six (6) months job category seniority in his/her regular job within the twelve (12) months immediately prior to the temporary assignment.

10.11 Shift Tugs

The term "shift tugs" shall mean vessels where Officers work on daily shifts of eight (8) consecutive hours, or twelve (12) consecutive hours on accommodation boats provided that an Officer shall be free of the vessel during off shift hours.

10.12 Eight Hour Shift Tugs

- a) The regular working day shall be eight (8) hours per day, forty (40) hours per week; all work in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid at the overtime rate. Five (5) consecutive days work followed by two (2) consecutive days off shall constitute a week.
- b) For each regular eight (8) hour day worked an Officer shall be credited with one-half ($\frac{1}{2}$) hour leave. One (1) day off shall be allowed for each seven and one-half ($7\frac{1}{2}$) hours of accrued leave, and for each regular eight (8) hour day worked an Officer shall be credited with zero point four nine three (0.493) days leave. One (1) day off shall be allowed for each day of accrued leave.
- c) On eight (8) hour shift tugs, Officers will be employed on a monthly pay basis except when a shortage of work necessitates a layoff of Officers.
- d) An eight (8) hour shift tug shall not normally be dispatched to work in excess of eight (8) hours.

10.13 Twelve Hour Shift Tugs

- a) On twelve (12) hour shift tugs, Officers shall be employed on a monthly pay and leave basis.
- b) No twelve (12) hour shift tug shall be dispatched to work in excess of twelve (12) hours. Should adverse conditions arise shortly before the end of a shift which necessitate working longer than twelve (12) hours, overtime shall be paid for according to the provisions of Clause 10.7 (c) of this Article.

10.14 Pile Driving

For the term of the Agreement when pile driving work or anchor handling or anchor placement is required, a vessel operated by CMSG bargaining unit Officers will accompany the barge.

10.15 Boom Sticks

For the term of the Agreement, Guild Members will be used to repair and construct Boom Sticks.

ARTICLE 11 – LEAVE

11.1 Leave Notice

In all occupational classifications covered by this agreement, leave shall be granted as set forth in Clauses 10.2, 10.3, 10.4 and 10.5 of this agreement, exclusive of annual vacations and statutory holidays. When leave is granted, forty-eight (48) hours' notice shall be given to the Officer going on leave and also the amount of leave given. Officers shall be given at least forty-eight (48) hours' notice before returning to work.

11.2 Leave Calculation

In computation of time off for Officers, leave shall be calculated to the nearest day; 0.5 or more of a day's leave shall constitute a full day.

11.3 Fourteen (14) Day Schedule

Officers working on twelve (12) hours shift vessels and twenty-four (24) hour continuous operating vessels shall be relieved after fourteen (14) days worked, following which a leave period of at least seven (7) days shall be granted.

The exception to Clause 11.3 will be:

- a) Officers with a minimum of six (6) months continuous seniority requesting additional work days in order to accumulate sufficient leave days for the purpose of slack season protection, Marine Industry related courses not sponsored by the Federal or Provincial authorities, and First Aid Certificates, may work a period of twenty-one (21) days following which a leave period of one (1) week shall be granted.

These Officers will notify both the Company and the Guild in writing of their intent for extra work days and shall be subject to approval of Company and Guild.

- b)
 - i) An Officer shall be entitled to compassionate leave of up to seven (7) days to attend to urgent domestic affairs. Leave of more than seven (7) days may be taken subject to Company approval if circumstances warrant.
 - ii) If an Officer, for personal reasons, has to have time off, the Company shall agree to a maximum of three (3) days provided that the Officer has found his/her own relief with ability and qualifications sufficient to do the job, subject to notification of the Company, approval of the relief by the Company and with no penalties to the Company.

11.4 Accumulated Time Off

At the expiration of accumulated time off, an Officer shall continue to receive his/her rate of pay until such time as he/she resumes his/her duties.

Exceptions to this Clause include:

- a) Officers who have been laid-off or have elected layoff.
- b) Officers away on leave under Clause 11.3 (b) (ii) or away on unpaid leave of absence.
- c) Officers on annual vacations who have already collected their vacation pay.
- d) Officers who are on sick leave.

11.5 Days Off

Twenty-four (24) consecutive hours free from the ship shall constitute one (1) day off, provided however that in the case of the Officer commencing time off after 6:00 p.m., the Company will endeavor to arrange sailing time after 11:00 p.m. the following day. It is further agreed that no day off shall commence between the hours of 12:00 midnight and 8:00 a.m. the following morning.

11.6 Absent Without Leave

An Officer away on leave who fails to return to duty at the expiry of his/her leave, if absent without reasonable cause for more than twenty-four (24) hours in excess of his/her leave shall be considered to have terminated his/her employment with the Company.

11.7 Leave Statement

Each Officer shall receive, on the fifteenth (15th) of each month, a statement showing his/her leave credits and debits, amounts of overtime and rate. At no time is this statement to be more than fifteen (15) days in arrears. This statement shall be sent with the middle of the month cheque.

11.8 Overtime Leave

- a) It is recognized that an Employee may need to accumulate additional leave for financial stability during the slack season and for justified personal reasons.
- b) In order to convert overtime hours to leave, an Officer will have two (2) options:
 - i) The Officer may elect to convert one half (1/2) of overtime to leave, on a basis of the dollar value of overtime monies being equal to the dollar value of a leave day or days.
 - ii) An Officer may convert all overtime hours to leave.

In the event an Officer chooses this option (ii), all overtime hours shall be converted towards his/her overtime leave bank up to a maximum of twenty one (21) days. An Officer may request to take overtime to leave and such request shall not be unreasonably denied. After twenty one (21) overtime days have been reached, any additional overtime may be taken as cash in its entirety, or all to regular leave, or one half (1/2) cash and one half (1/2) regular leave.

Overtime converted to overtime leave may be cashed out but the equivalent time off must be taken before returning to work, and the overtime converted to leave will be shown separately on each pay statement. It is understood that overtime leave can only be cashed out once a month.

11.9 Union Business

- a) The Company will grant leave of absence to Officers who are appointed or elected to Union positions for a period up to and including three (3) years. Further leave of absence may be granted by mutual consent. The Officer who obtains this leave of absence shall return to his/her Company within thirty (30) calendar days after the completion of his/her term of employment with the Union. The Company shall not be required to grant such leave of absence when the number of Officers on leave under this section exceeds two (2) in number.
- b) The Company will grant leave of absence to Officers who are elected as Representatives to attend union meetings and union conventions as Members of any Negotiating Committee of the CMSG, in order that they may carry out their duties on behalf of the Union. The Company shall not be required to grant such leave when the number of Employees on leave, or to be on leave, at any one time under this Section, exceeds three (3) in number, provided that the Company will grant leave to more than three (3) Officers where, in its opinion, it will not have the effect of interfering with the normal flow of production.
- c) In order for the Company to replace the Officer with a competent substitute, it is agreed that before the Officer receives the leave of absence set forth in Clauses (a) or (b) above, the Company shall be given notice in writing, in the case of (a), thirty (30) calendar days and in the case of (b), fifteen (15) calendar days. By mutual consent, the fifteen (15) days' notice may be waived.

11.10 Public Office

- a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- b) Officers elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- c) The Officer who obtains this leave of absence shall return to his/her Company within thirty (30) calendar days after completion of public office.

11.11 Bereavement Leave

- a) When death occurs to a Member of the immediate family of a regular, full-time Officer, the Officer shall be granted appropriate leave for which he/she shall be compensated at normal working days for a maximum of three (3) days.
- b) Members of the Officer's immediate family are defined as the Officer's spouse, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepparents, stepchildren, grandparents, grandchildren, brother-in-law, sister-in-law, and spouse's grandparents.

11.12 Educational Leave

- a) The purpose of this Clause is to provide regular full-time Officers with the opportunity for sustained study or upgrading to higher standard certificates as utilized by Interfor Corporation.
- b) Officers granted leave under this Article will be requested to apply for any available Government assistance. The Company will make up the difference between the Officer's regular rate of pay and the Government grants while he/she is attending the course.
It is understood that the Company will make up normal pay only once for any given certificate and only to a maximum of four (4) months.
- c) Selection is on the basis of an acceptable performance record.
- d) The Officer has completed a service record of two (2) continuous years.
- e) The Company shall have the right to limit the selection and the number of Officers permitted to take upgrading at any one time.
- f) On the basis of (c) and (d), service seniority will prevail.
- g) So far as possible, leave under Subsection (b) will be granted during the period of reduced service, i.e.: winter period.
- h) The Officer provides proof of attending the course in a form specified by the Company.
- i) Prior to leave under (b), the Officer undertakes a certification to remain in the service for a period equal to three (3) times the leave period and, should he/she resign before the period expires, he/she will refund the proportion of all costs paid during his/her leave including salary to direct relation to the unexpired period and the period required.

It is agreed that nothing in the above Clauses shall preclude an Officer from applying for unpaid educational leave. Such unpaid educational leave shall not be unreasonably withheld.

11.13 Compassionate and Educational Leave

This Company will grant leave of absence up to a maximum of six (6) months without pay and without loss of seniority to regular full-time Officers for educational or training or extended vacation purposes, conditional upon the following terms:

- a) That the Officer apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- b) That the Officer shall disclose the grounds for application.
- c) That the Company shall grant such leave where an acceptable reason is advanced by the Officer or may postpone leave for educational or training purposes where a suitable replacement is not available.
- d) Officers granted Leave of Absence pursuant to this Section who elect to maintain health and welfare, dental and medical coverage, shall be required to pay the appropriate premiums.
- e) Leave in excess of six (6) months will be reviewed between the Company and the CMSG and granted at the Company's discretion.
- f) The Company shall consult with the CMSG in respect to any application for leave under this Section.

11.14 Jury or Witness Duty

- a) Any regular full-time Officer who is required to perform Jury Duty, Coroner's Jury Duty, Coroner's Witness or Crown Witness or where an Officer represents the Company in a court action he/she will be reimbursed by the Company for the difference between the pay received for such duties and his/her regular normal workday pay. The Officer will be required to furnish proof of payment made for said duties.
- b) In the case where an Officer's private affairs have occasioned a court appearance such leave to attend court shall be without pay.

11.15 Temporary Supervisor Leave

- a) An Officer may be withdrawn from the bargaining unit to act as a Temporary Supervisor for a period not to exceed one hundred eighty (180) working days in any calendar year.

It is understood and agreed that a Temporary Supervisor under this Section shall continue to accrue seniority in the bargaining unit and will be eligible for continuation of Health & Welfare, Pension and BC Medical Services Plan benefits. Deductions for employee RRSP and IAA contribution shall continue at the Officer's regular job category rate.

- b) During the life of this agreement Officers who go ashore to work for the Company shall continue to accumulate seniority to a maximum of twelve (12) months. Seniority accumulation beyond twelve (12) months may occur with the mutual consent of the Company and the Guild.

11.16 Paid Sick Leave

Paid sick leave of five (5) days per calendar year in accordance with BC Employment Standards Act (ESA).

ARTICLE 12 – NOTICE of TERMINATION

12.1 Notice

Officers covered by this agreement shall give and be given not less than forty-eight (48) hours' notice before terminating employment except in cases of discharge for cause subject to the provisions of the grievance procedure Section of this agreement.

ARTICLE 13 – STATUTORY HOLIDAYS

13.1 Statutory Holidays

All Officers covered by this agreement shall be granted the following statutory holidays on all vessels whether in operation or in overhaul, namely:

| | | |
|------------------|-----------------|---|
| New Year's Day | Family Day | Good Friday |
| Easter Monday | Victoria Day | Canada Day |
| BC Day | Labour Day | National Day for Truth and Reconciliation |
| Thanksgiving Day | Remembrance Day | Christmas Day |
| Boxing Day | | |

Any statutory holiday proclaimed by either the Federal or BC Provincial Governments shall be recognized upon proclamation and included as a paid holiday.

13.2 Change of Days

- a) In the event one of the above specified holidays falls on a Sunday, the following Monday will be observed as the statutory holiday.
- b) In the event that the Castlegar Sawmill operations Employees observe a statutory holiday on a different day, the Officers working in the Castlegar area shall observe the holiday on the same day if requested by management.

13.3 Working on Holiday

In the event an Officer is required to work on one (1) or all of the twelve (12) holidays specified, or in the event that such an Officer is on annual vacation or on regularly assigned leave, he/she shall be granted an additional day plus the applicable leave factor for each such holiday.

13.4 Qualifications for Statutory Holiday Pay

a) Regular Employees/Officers

An Officer, to qualify for holiday pay, must have been on the payroll within thirty (30) calendar days immediately preceding the holiday and must have worked his/her last regularly scheduled work day before and his/her first regularly scheduled work day after the holiday, unless his/her absence is due to a compensable illness which occurred within six (6) months of the holiday, or the Employee is on authorized leave of absence.

b) Probationary Officers

In order to qualify for statutory holiday pay, probationary Officers must have completed the probationary period.

13.5 Medical Certificate

In the case of illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.

13.6 Maximum Qualifying Time

Notwithstanding any of the foregoing provisions, if the Officer fails to work one (1) day before and one (1) day after the holiday, both of which must fall within a period of sixty (60) calendar days, the Officer shall not be entitled to be paid for any statutory holiday during that period. For the purpose of this Clause, days on paid leave shall be considered as days worked. Payment of statutory holiday pay will be governed by the guidelines contained in Appendix "C".

Clarification of Statutory Holiday Pay Procedure (Examples Only):

1. Twelve (12) hour vessel and Officer works full twelve (12) hours on a statutory holiday.
For statutory holiday, this Officer receives one (1) day's pay with one point two four (1.24) days credited towards accumulated leave plus double time for the twelve (12) hours the Officer worked.
2. Eight (8) hour vessel and Officer works full eight (8) hours on a statutory holiday.
For statutory holiday, this Officer receives one (1) day's pay with point four nine three (.493) days credited towards accumulated leave plus eight (8) hours pay at double time.

13.7 Guild Day

- a) The Company agrees to grant leave to all Officers on Guild Day but it is agreed that Officers may be recalled from leave in the event of an emergency.
- b) The Company shall, upon written application by an Officer, no more than once a year, deduct up to a maximum of five (5) days from any Officer belonging to or wishing to join The Arrow Lakes Tugboat Society. The monies shall be forwarded to the Treasurer of the Arrow Lakes Tugboat Society.
- c) As of March 31st of each year, the Arrow Lakes Area Representative shall notify the Company in writing of the preferred date of Guild Day. The Company will advise within thirty (30) days of the application if the date requested is acceptable.
- d) The Company will not be subject to the payment of travel time or mileage in granting this personal leave.

ARTICLE 14 – ANNUAL VACATIONS

14.1 Two (2) Weeks' Vacation

Officers with one (1) year of continuous or accumulative employment shall be allowed two (2) weeks' vacation in each year and shall receive vacation pay of not less than five per cent (5%) of gross wages earned during such year.

14.2 Three (3) Weeks' Vacation

Officers with two (2) years or more of continuous or accumulative employment shall be allowed three (3) weeks' vacation in each year and shall receive vacation pay of not less than seven per cent (7%) of gross wages earned during such year.

14.3 Four (4) Weeks' Vacation

Officers with seven (7) years or more of continuous or accumulative employment shall be allowed four (4) weeks' vacation in each year and shall receive vacation pay of not less than nine per cent (9%) of gross wages earned during such year.

14.4 Five (5) Weeks' Vacation

Officers with fifteen (15) years or more of continuous or accumulative employment shall be allowed five (5) weeks' vacation in each year and shall receive vacation pay of not less than eleven per cent (11%) of gross wages earned during such year.

14.5 Six (6) Weeks' Vacation

Officers with twenty-two (22) years' service or more shall be entitled to six (6) weeks of vacation in each year and shall receive vacation pay of not less than thirteen per cent (13%) of gross wages earned during such year.

14.6 Seven Weeks' Vacation

Officers with thirty (30) years' service or more shall be entitled to seven (7) weeks of vacation in each year and shall receive vacation pay of not less than fifteen percent (15%) of gross wages earned during such year.

14.7 Vacation Scheduling

- a) The Company agrees to establish a vacation system upon the date of signing of this agreement.
- b) The Company will notify all Officers by mail (prior to date) outlining vacation entitlement.
- c) The Officers shall make application to the Company Office and all such applications must be submitted in writing by May 1st.
- d) Service seniority shall determine preference for vacation periods.
- e) An Officer who does not exercise his/her seniority rights prior to the cut-off date of May 1st shall not be entitled to exercise those rights in respect to any vacation time previously selected by an officer with less seniority.
- f) All Officers, subject to (e) above and the overall manning requirements of the vessel, shall have the right to take the first three (3) weeks of their annual vacation at their own specified date.
- g) All annual vacations shall be taken yearly by Officers. The additional fourth (4th), fifth (5th), sixth (6th) and seventh (7th) week may be taken when convenient to the Company and need not be consecutive with the other weeks of vacation.

14.8 Termination of Employment

An Officer who leaves the Company for any reason whatsoever shall be paid all vacation pay due to him/her up to the date of leaving, calculated in accordance with Articles 14.1, 14.2, 14.3, 14.4, 14.5 and 14.6 of this agreement.

Officers who terminate prior to one (1) year of service shall be paid vacation pay of four per cent (4%) of gross wages.

14.9 Days Considered as Work Days

The following shall be considered as days actually worked for determining vacation with pay for an Officer after one (1) continuous year of employment:

- a) Absence on Workers' Compensation up to a period of one (1) year provided the Officer returns to his/her employment for fourteen (14) working days.
- b) Absence due to illness up to a period of one (1) year provided the Officer returns to his/her employment for fourteen (14) working days as per plan. The Company shall have the right to require a certificate from a qualified medical practitioner.
- c) Absence due to bereavement leave in accordance with the terms and conditions of this agreement.
- d) Absence due to jury or witness duties in accordance with the terms of this agreement.
- e) Any other absence duly approved by the Company in writing shall be credited toward entitlement for annual vacations but time spent on such leave of absence will not be counted in computing vacation pay.

In addition to the foregoing Sections, the vacation pay calculated and payable in a calendar year and subject to the qualifications contained in Section 2 below, Qualifications for Vacation Pay, the following provisions will apply:

SECTION #1 – OPTIONS

Officer to receive the greater of:

| | OPTION #1 | OPTION #2 |
|-------------------------|-------------------------------|---|
| Years of Service | Percentage of Earnings | Number of Hours at the "Hourly Rate" of the Officers Regular Job |
| 1 | 5 | 80 hours |
| 2 – 6 | 7 | 120 hours |
| 7 – 14 | 9 | 160 hours |
| 15 – 21 | 11 | 200 hours |
| 22 – 29 | 13 | 240 hours |
| 30 and over | 15 | 280 hours |

The hourly rate of the Officer's regular job, as provided for in Section #1, Option #2, above shall mean the hourly rate of the Officer's regular job at the time the employee takes the first two (2) weeks or more of vacation after the cut-off date.

SECTION #2 – QUALIFICATIONS for VACATION PAY

- a)
 - i) In order to qualify for the greater of percentage of earnings or number of hours as provided for in the above Section, an Officer must have worked a minimum of one thousand five hundred (1500) hours in his/her first year of entitlement and a minimum of one thousand (1000) hours during his/her succeeding years of entitlement.
 - ii) For purposes of calculating minimum hours as in (i) above, the calculation period shall be from the cutoff date in one year to the cutoff date in the succeeding year.

- b) For purposes of computing the requisite hours, the following will be included:
 - i) All hours worked.
 - ii) Statutory holiday hours.
 - iii) Jury and crown witness duty.
 - iv) Bereavement leave.
 - v) Vacation hours.
 - vi) Time not exceeding one (1) year lost as the result of an accident recognized as compensable by the Workers' Compensation Board suffered during the course of employment shall be considered as time worked for the purpose qualifying for vacation.
 - vii) Time not exceeding one (1) year lost as the result of a non-occupational accident or illness shall be considered as time worked for the purpose of qualifying for vacation provided that at the time of the accident or illness the Officer has been on the payroll for not less than one (1) year and that he/she returns to his/her employment. It is understood that the Company may require that the Officer provide a certificate from a qualified medical practitioner.
 - viii) Time lost as the result of layoff shall not be considered as time worked for the purpose of qualifying for requisite hours.

14.10 Vacation Pay Request

Vacation pay shall be paid an Officer upon request within fourteen (14) days after completion of the service year in which he/she becomes entitled to receive the vacation.

ARTICLE 15 – MARINE DISASTER and MISHAP

15.1 Loss of Personal Belongings

Any Officer who, while in the employ of the Company, suffers loss of clothing and personal belongings through marine disaster, vessel disaster or vessel mishap shall be compensated by a lump sum payment of four hundred dollars (\$400.00). Subject to satisfactory proof of loss, an additional sum not to exceed six hundred dollars (\$600.00) will be available in respect of loss of personal effects, clothing, navigational equipment, and tools related to the operation of the vessel. It is understood that this provision does not apply to the Blue Goose.

15.2 Loss – Fire or Theft

Any Officer living in accommodations supplied by the Company shall be compensated by payment of up to four hundred dollars (\$400.00) according to the loss sustained by fire or theft.

ARTICLE 16 – HEALTH and WELFARE and PENSION PLANS

16.1 Eligible Officer

a) Active Officer

The Company shall pay for each Officer in its employ who is eligible for and participates in the standard welfare plan the full cost of the Group Insurance, BC Medical Services Plan, Dental and Extended Health Benefits (including hearing aids and vision care rider).

Officers shall be eligible for Health and Welfare Plan Benefits and BC Medical Services Plan benefits effective the first (1st) day of the month following the month in which the Officer completes their probationary period.

b) **Retired Officer**

In addition to the basic Medical Services Plan (MSP) provided for each Interfor Corporation retiree (CMSSG Officers) and his/her dependents, all present and future retirees will be included in the CMSSG Retirees Extended Health Benefits Plan. After the deductible, all eligible expenses will be paid up to a lifetime maximum of fifty thousand dollars (\$50,000.00) for each person who is insured. The CMSSG Retirees Extended Health Benefits Plan will also cover the Officer's spouse and dependents if upon the death of the Officer, the survivor will be entitled to receive a Company pension.

- i) The Company will pay the full cost of the retirees Extended Health Benefits Plan for each Officer who retired before October 1, 2005.
- ii) Effective October 1, 2005, the Company and the Officer (and/or surviving spouse or dependent) will each contribute fifty per cent (50%) of the required monthly premiums for the Medical Services Plan (MSP) and the Extended Health Benefit Plan (EHB).

16.2 Weekly Indemnity Plan

- a) Weekly Indemnity benefits shall be based on a maximum of fifty-two (52) weeks commencing the first day in case of accident and/or day surgery and the seventh (7th) day in case of illness. However, in case of illness, if the Officer is hospitalized, the weekly indemnity will commence on the first day.
 - i) The weekly indemnity benefit will be sixty-six and two thirds per cent (66 2/3%) of the officer's basic weekly earnings with a cap of fifteen hundred dollars (\$1,500).
 - ii) The premium for this benefit is paid by each Officer through payroll deduction. At the same time, the Company will increase each Officer's gross income by the amount of the premium.
- b) An Officer on weekly indemnity shall be entitled to top off his/her weekly indemnity income up to the full weekly earnings with lay days. Vacation bank credit shall also be included as lay days.
- c) An Officer shall be paid lay days during waiting periods for weekly indemnity benefits.
- d) An Officer eligible to receive weekly indemnity benefits or Workers' Compensation Board wage loss benefits will be eligible for Health and Welfare Plan benefits for the period of illness or disability up to a maximum of fifty-two (52) weeks.

16.3 Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance

a) **Active Officer**

- i) **Life Insurance Benefit and AD&D Insurance**
The life insurance benefit will be two hundred forty thousand dollars (\$240,000.00) effective October 1, 2021. In addition, the same level of benefit will be provided for AD&D.
- ii) **Travel Accident Insurance**
When an Officer is dispatched to or discharged from a vessel away from his/her home port the Company will provide travel insurance of two hundred thousand dollars (\$200,000.00) for each Officer.

b) **Retired Officer**

The life insurance benefit for a retired Officer will be fifty-five thousand dollars (\$55,000.00). In addition, the same level of benefit will be provided for accidental death and dismemberment insurance. This benefit ends on the date the retired Officer turns sixty-five (65) years of age.

16.4 Long Term Disability Plan

- a) i) The long term disability plan shall provide a monthly benefit of sixty-six and two thirds percent (66 2/3%) of the Officer's monthly basic earnings for total disability from the fifty third (53rd) week of disability through to normal retirement.
- ii) The premium for this benefit is paid by each Officer through payroll deduction. At the same time, the Company will increase each employee's gross income by the amount of the premium.
- b) Officers eligible to receive LTD plan income benefits shall also be eligible to be covered for Health and Welfare benefits as follows:
- i) Dental Plan: two (2) years
- ii) Extended Health Benefits Plan: two (2) years
- iii) Life Insurance: waiver of premiums to age sixty-five (65) as adjudicated by the life insurance carrier.
- c) Employees are eligible for health and welfare benefits whilst in an active Work Safe Disability claim:

16.5 Dental Plan

- a) The Dental Plan will be paid for by the Company and shall incorporate the following features:
- i) **PLAN "A"**
Basic Restorative and Preventative Services
Basic services similar to those described in PBC Plan "A"; including white composite fillings, eligible expenses will be paid at one hundred percent (100%).
- ii) **PLAN "B"**
Prosthetic Appliances and Crown and Bridge Procedures
Restorative services similar to those described in PBC Plan "B"
Eligible expenses will be paid at one hundred per cent (100%).
- iii) **PLAN "C"**
Orthodontics
Orthodontics Services similar to those described in PBC Plan "C", eligible expenses will be paid at one hundred percent (100%). Effective upon ratification of the agreement, the lifetime maximum shall increase to five thousand dollars (\$5,000.00) per eligible person.
Services similar to those described in PBC Plan "C".
- b) The term Dependent as used herein is limited to:
- the Officer's spouse, and
 - each unmarried child of the Officer who is:
 - i) Under the age of nineteen (19), or

- ii) At least nineteen (19) years of age but under twenty-five (25) years of age and a registered student in regular full time attendance at school, or,
- iii) At least nineteen (19) years of age and dependent upon the Officer by reason of mental or physical infirmity.

There must be no duplication of services.

16.6 Extended Health Benefits Plan

Extended Health Benefit Plans as referenced in this Section have been provided for several years. The Plans have been provided through Pacific Blue Cross and the Plan description is detailed in a Summary Plan Description dated November 1, 1990. Eligible Officers shall be provided Blue Cross Cards for claims purposes. The Plan features include:

a) Active Officer

- i) An EHB Plan similar to the standard PBC EHB Plan. Eligible expenses will be reimbursed at one hundred per cent (100%). Effective upon ratification of the agreement, the lifetime maximum will be three hundred thousand dollars (\$300,000.00) for each person insured.

Parameds

Subject to PBC's reasonable and customary limit.

Acupuncturist

\$550 per calendar year

Chiropractor and Naturopath Combined

\$550 per calendar year

Speech Language Pathologist

\$550 per calendar year

Massage Practitioner, Physiotherapist and Podiatrist

Are based on the schedule of fees approved by Pacific Blue Cross.

Psychologist, Clinical Counselor and Social Worker

\$1000 per calendar year.

Vision Care

Purchase of prescription eyeglasses or contact lenses will be reimbursed to a maximum of five hundred dollars (\$500.00) in a 24 month period.

Safety Sunglasses

The Company will provide one (1) pair of polarized safety sunglasses for working on the water to each Officer once every twelve (12) months of sufficient quality regarding anti-fog, vision clarity, and fit.

Eye Exams

One per twelve (12) months (combined with the vision care maximum); "subject to PBC's reasonable and customary limit.

Hearing Aids

Hospital Co-Insurance

Hospital co-insurance provision at twenty (\$20.00) per day.

Effective October 1, 2009, the annual deductible will be one hundred dollars (\$100.00).

Medical Travel Allowance

Effective upon ratification of the agreement an annual medical travel allowance of one thousand dollars (\$1,000.00) per eligible Officer will be implemented.

b) Retired Officer

An EHB Plan similar to the standard PBC EHB Plan provided for active Employees:

- i) Eligible expenses will be reimbursed at one hundred per cent (100%).
- ii) Lifetime maximum benefit will be fifty thousand dollars (\$50,000.00) for each person insured.
- iii) Plan to include vision care and hearing aids.
- iv) Provision for hospital co-insurance at twenty dollars (\$20.00) per day.

16.7 Layoff Coverage

Officers who are laid-off due to shortage of work shall be eligible for continuation of Health and Welfare and BC Medical Plan benefits for the following:

- a) one (1) year of service: one (1) month coverage
- b) two (2) years of service: two (2) months coverage
- c) three (3) years of service or more: three (3) months coverage

This extended layoff coverage will be effective after the expiry of the Officer's leave bank and overtime bank.

16.8 Pension Plan

- a) The Company agrees to provide a compulsory Pension Plan, hereinafter known as Interfor Corporation. Retirement Plan for Employees represented by The Canadian Merchant Service Guild.

b) Pre-retirement Counseling

Recognizing the necessity of an Officer planning for retirement, the Company agrees to develop a pre-retirement counseling program. It is agreed that the program will be established with the co-operation of and in consultation with the Guild.

c) Plan Description

Pension Plan Description and History – see Appendix "E".

d) Joint Pension Committee

The Company is responsible for the general administration of the provisions of the Plan. The Company and the Guild agree to form a Pension Advisory Committee. Both Parties shall appoint two (2) Representatives. The Committee may meet at the request of either Party if necessary. The purpose of the Joint Committee is to provide information about the Plan and clarify concerns of either Party.

The Company will endeavour to notify the Committee in advance of any material changes to the Pension Plan. Where unforeseen or special circumstances occur and the Company is unable to notify the Committee in advance, the Company shall inform the Committee at the earliest available opportunity.

e) **Pension Formula**

The Company will amend the pension formula in the Plan text to include credited service with Interfor Corporation from the date of acquisition, April 14, 1992 to:

- i) Earnings up to the CPP YMPE – one point three five per cent (1.35%).
- ii) Earnings over the CPP YMPE – two per cent (2%).

f) **Vesting Schedule**

The Company will amend the vesting schedule to the BC Pension Benefits Standards Act requirements.

g) **Special Unreduced Early Retirement**

Special Unreduced Retirement participants shall have the option of special unreduced early retirement during the five and a half (5 1/2) year period ending March 31, 2027 provided that their age is a minimum of fifty-five (55) plus CONTINUOUS SERVICE equals at least eighty-five (85) when they retire. Effective October 1 2021, the participant with the most credited service in this group will have first opportunity to retire, and if this offer is not taken, the next most senior eligible participant will have the option.

The allowable number of participants to retire per twelve (12) months is three (3). If less than three (3) elect to retire in a given twelve (12) month period, this credit shall be taken into the next year to a maximum of four (4) participants in the subsequent twelve (12) month period.

Participants eligible for this special early retirement shall be selected in accordance with their continuous service. If a participant declines the option, he/she shall, in the next twelve (12) month period, be offered the option after the participants who are eligible for the first time. The twelve (12) month period referred to above shall be October 1 to September 30.

h) **Bridge Pension on Special Early Retirement**

In addition to the pension benefits set out in the Pension Plan, any participant who takes special early retirement under the terms proposed above shall also receive a monthly bridge pension payable from his Special Early Retirement Date to the first day of the month immediately preceding his Normal Retirement Date. Such monthly bridge pension shall be equal to twenty dollars (\$20.00) times Credited Service. Provided however, the annual amount of bridge pension shall not exceed the amount prescribed under regulations 8503(2)(b), 8503(3)(k) and 8504(5) of the Rules and Regulations of Canada Revenue Agency (CRA). After a participant has reached the age of sixty (60), his monthly bridging pension will be reduced by the amount he could receive from the Canada Pension Plan if he applied at age sixty (60).

NOTE: See Appendix "E" – Letter from CMSG dated October 23, 2006.

16.9 Defined Contribution Pension Plan

- a) All Officers hired after October 1, 2005 will be eligible to be a Member of the INTERFOR Corporation. Defined Contribution Pension Plan for Employees represented by the Canadian Merchant Service Guild upon completion of the probationary period.
- b) The Company will make contributions to the Officer's DC pension account based on eight per cent (8%) of gross monthly wages paid (regular earnings, overtime, certificate premiums, engine maintenance pay).

- c) The Officer may elect to voluntarily contribute to the Pension Plan up to a maximum of seven percent (7%) of gross monthly wages paid (regular earnings, overtime, certificate premiums and engine maintenance pay).
- d) Officers eligible for the DC Pension Plan will not be eligible for the company paid RRSP contribution as per the Letter of Understanding "Pension Related Benefit" dated February 13, 1991.

16.10 Employee and Family Assistance

Interfor Corporation provides an Employee and Family Assistance Program for the benefit of all its' Employees. This program is based on confidentiality and is administered by a Joint Committee representative of Sawmill, Planer, Logging and Marine Divisions.

16.11 Marine Medical Exams

During the term of this Agreement the Company will pay up to one hundred and fifty dollars (\$150.00) for a Transport Canada required medical exam. Officers must supply the Company with proof of payment to be eligible for reimbursement.

16.12 Changes to Benefit Plan

The Company must notify and consult with the Guild prior to any material changes being made to the Active and Retiree benefit plans, unless the changes are legislated.

ARTICLE 17 – CREW REQUIREMENTS

17.1 Minimum Crew Requirements

Minimum crew requirements on tugs presently being operated by the Company shall be a Master and Mate and at no time shall the vessel be operated without both being employed directly with the operation of the vessel.

17.2 Exceptions to Minimum

Exceptions to Clause 17.1 shall be the operation of the lockage pen, remanufacture pocket and sorting jack vessels.

17.3 New Regulations

Should new Transport Canada Regulations specify manning requirements different or contrary to those already contained in this agreement, then the new Regulations as pertaining to Interior Lake Operations will be put into effect as required by law and supersede the crew requirement Clause of this agreement.

17.4 Expansion of Production

In the event that there is an expansion of production during the life of this agreement and additional dozer or sidewinder boats are introduced, crew requirements will be jointly discussed by the Parties.

ARTICLE 18 – SENIORITY, PROMOTIONS and REDUCTION of FORCE

18.1 Seniority List

A seniority list shall be prepared when this agreement is completed and shall be revised every six (6) months for accuracy. Each list shall be posted and open for a period of not more than forty-five (45) days following posting for presentation of proof of error by Officers or their authorized Representative. The Guild shall be provided copies of the seniority list as posted and copies of any revisions.

18.2 Probationary Period

- i) A Probationary Officer shall acquire seniority as of his/her date of employment with the Company provided that he/she completes ninety (90) working days in a period of six (6) months / one hundred eighty (180) days.
- ii) For the purposes of establishing seniority, an eight (8) hour shift will be considered as one (1) day and a twelve (12) hour shift will be considered one and one-half (1/2) 1.5 days towards the ninety (90) working days required.
- iii) During the probation period, the Probationary Officer shall be paid the Boomstick Mfg/Repair rate of pay or the Officer in Training (O.I.T.) rate of pay for all hours worked.
- iv) Probationary Officers, who are paid the probationary rate under section (iii) above, shall earn banked leave days in the normal fashion during their probationary period. If a probationary employee is terminated during (or at the end of) his probationary period, his outstanding banked leave days shall be paid-out at the wage rate at which such days were earned.
- v) Upon completion of the probation period, the appropriate pay rate for the job category performed will be paid.
- vi) The Boomstick payment rate will be at the Mate "C" rate as per the existing practice.

18.3 Seniority Types

Seniority shall be established in three different ways:

- a) i) Length of service with the Company.
- ii) Length of service in present job category listed as follows and in that order:

| MASTER | MATE |
|--------------------------------------|-------------------|
| Group 3 | Group 3 |
| Group 2 - Certified - Uncertified | Group 2 |
| Group 0, 1 | Group 0, 1 OIT |

- iii) During the calendar years 2014-2015 a number of permanent Employees were required to attain Marine certification as per the requirements of the Canada Shipping Act 2001. To ensure seniority allocation remains undisturbed and in proper sequence as before the requirement arose, each affected employee shall retain his seniority position upon acquiring the certificate on the basis of present seniority. Subsequent promotions to certified status shall be based on the date the Officer sailed in that capacity.

- b) i) All Officers hired after January 1, 1982 in the case of layoff through the reduction of forces will be dispatched to work in another operational base of hire, where that Officer has more service seniority, provided his qualification, experience and ability, are sufficient to do the job.
- ii) The most senior Officer out of base port will fill the out of port position after all base port positions regardless of category are filled (including Boomstick / Pile driving positions).
- iii) The exception will be when a base port Officer could hold a base post position sending a junior Officer to the continuous operating vessel to ensure minimum travel and room and board costs.
- c) The Company will consult with the CMSG and the Officer before it makes any decision regarding a permanent change in an Officer's home port. Any decision must be mutually agreed upon by the Company, the CMSG and the Officer.

18.4 Promotions

Promotions shall be based on ability, experience, qualifications and seniority with seniority prevailing in cases where ability, experience and qualifications of the Officers are equal.

18.5 Written Reasons

Should the senior Officer not be promoted, the Officer and/or his/her authorized Representative shall be furnished with the reasons thereof in writing.

18.6 Acquiring Job Category Seniority

- a) i) If the senior Officer in a job category turns down a promotion to a higher category, the next Officer in line shall be considered for the promotion and upon acceptance shall acquire job category seniority in the higher category over the Officer he/she bypassed, subject to Clause (b).
- ii) If the senior Officer in a job category turns down a dispatch to a lower category, the next Officer in line shall be considered for the dispatch and upon acceptance shall acquire job category seniority in the category over the Officer he/she bypassed.
- b) If the senior Officer, for a special reason, mutually agreed upon with the Company and the Guild, cannot leave his/her operational base for the higher job category promotion, then the next Officer in line who accepts the promotion shall not have job category seniority in the higher job category over the senior Officer he/she bypassed. There shall be a time limit of twelve (12) months on this Clause but it is subject to extension upon mutual agreement by the Company and the Guild and subject to the Officer requesting an exemption in writing from the Company.

The Officer in question will not be asked to participate in crew changes away from his/her operational base until such time as the said Officer withdraws his/her original request in writing.

- c) The senior Officer shall be asked on all crew changes by the Company if he/she would accept a pay rate increase in the same job category by accepting a berth away from his/her operational base. If the senior Officer turns down the pay rate increase, the next Officer in line shall be considered. The senior Officer who elects to remain in his/her operational base shall not lose his/her seniority to the junior Officer taking the out of base berth. The Canadian Merchant Service Guild will not acknowledge a grievance by the senior Officer who turns down the pay rate increase for loss of pay due to the rate differentials in the same job category seniority.
- An Officer who normally will not accept a position out of his/her operational base that would involve a pay increase will not be asked on further crew changes until such time as he/she notifies the Company in writing of his/her wish to be asked.
- d) Except for dispatches to a continuous operating vessel, an Officer dispatched to work out of his/her operational base may decline the dispatch on the following basis:
- i) The first Officer who asks to decline the dispatch will nevertheless receive the rate of pay he/she would have received had he/she accepted the dispatch and there will be no loss of job category seniority.
 - ii) The second and subsequent Officers may decline the dispatch with no loss in job category seniority, but they will not receive the higher pay provided in (i) above.
 - iii) If no qualified Officer volunteers to accept the dispatch, the Company can require the junior qualified Officer to accept the dispatch.

18.7 Seniority Retention

In cases of layoff or recall, service seniority shall be the determining factor, qualifications, experience and ability being sufficient to do the job. Realignment of positions due to layoffs shall be by category seniority, qualifications, experience and ability being sufficient to do the job. An Officer who has been laid-off will retain his seniority and the right to be recalled for a period of twelve (12) months, provided he/she reports to the Company when recalled. The acceptance or rejection of a call for temporary work of up to five (5) working days will not affect the foregoing provision.

18.8 Temporary Promotions / Recalls from Layoff

- a) Temporary promotions or recalls from layoff resulting from unscheduled work or emergencies of not more than three (3) working days may be filled by the most senior qualified Officer in the operational port in which the absence occurs.
- b) A temporary promotion or recall from layoff of not more than five (5) working days caused by unscheduled absences for such things as sickness, bereavement leave, etc., may be filled by the most senior qualified Officer in the operational port in which the absence occurs.
- c) If the Company is recalling an Officer back from lay off, the Company will endeavour to provide as much notice as possible, but not less than fourteen (14) calendar days' notice, of recall intent to the recalled Officer prior to returning to work.

18.9 Designated Operational Base of Hire

When a Probationary Officer is hired, he/she shall be notified in writing by the Company, with a copy to the Guild, of his/her designated operational base of hire.

18.10 Alternate Employment

The Company will attempt to provide to any regular full time Officer, upon request by the Officer concerned, suitable alternate employment when through advancing years, injury, illness, or handicap, the Officer is unable to perform his/her normal duties as an Officer.

18.11 Rate Protection for Training Periods

An Officer chosen for training to a Master Limited category (or applicable accreditation) will be given preference for scheduling over all other Mates except during a layoff. The displaced Mate AA will receive the Mate AA rate of pay for their job assignment.

18.12 Qualified AA Mates – Rates of Pay

All qualified AA Mates shall receive Master C rates of pay with support boat maintenance.

18.13 Training Costs

For all training and upgrading required by Officers to maintain their qualifications and certifications to operate and work on vessels, the Company will pay for the reasonable costs, including time, tuition, books, travel, meals, and accommodations related to acquiring the required training and certification. All time will be paid at straight time. Tuition, books, travel and accommodations will be paid for by the Company or reimbursed to the Officer upon proof of receipt. Meals will be paid as per Clause 23.3.

ARTICLE 19 – RECLASSIFICATION

It is mutually agreed that vessels which may be put into commission during this agreement will be classified in their proper class by a committee of Interfor Corporation and the Canadian Merchant Service Guild.

ARTICLE 20 – ACCOMMODATION

20.1 Bedding/Towels Supplied

Bedding, linen, face cloths and towels are to be supplied to all Officers working on vessels with approved accommodation, and to all Officers working outside of their operational base, and to all Officers billeted at seasonal operational bases. Such supplies shall be regularly laundered by the Company. In the event of such bedding or linen being lost or destroyed, the Party responsible is to replace same or have the equivalent value deducted from his/her pay.

20.2 Live Aboard Vessels

- a) The present Company vessel classed as having suitable living accommodation is M.V.G.O. SUTHERLAND.

20.3 Temporary Operational Base Accommodations

When present vessels on shift work are stationed at temporary operational bases, the Company will provide meals and suitable accommodation ashore for all Officers. Where the Company does not operate accommodation facilities, they will provide suitable separate shore accommodation for all Officers in hotels or motels with kitchenettes. In the event such hotels or motels are unavailable, full service hotels or motels will be provided. Occupancy will be limited to one (1) Officer per bedroom. Wherever possible Officers occupying these facilities shall be on the same shift, i.e. eight (8) hours or twelve (12) hours.

When future accommodation facilities are to be provided, the Company will advise the Canadian Merchant Service Guild of the same in writing. These facilities will conform to the criteria outlined in this Clause.

20.4 New or Reconstructed Vessel

Before a new or reconstructed vessel is put into service, two (2) Officers, the Arrow Lakes Representative and Guild will be advised so that there shall be discussion of specifications and accommodations.

20.5 Telephone Calls

Upon presentation of a telephone bill by an Officer, he/she will be reimbursed one (1) free telephone call (ten [10] minute limit) per week to their home for those Officers on twenty-four (24) hour vessels or those Officers stationed away from their operational base.

20.6 Cell Phone Boosters

The Company will provide cell phone boosters on all required vessels.

20.7 Travel and Accommodations

When Officers are dispatched for any reason, to an outside operational base, the Company will provide all meals and suitable accommodation ashore for all Officers. Where the Company does not operate accommodation facilities, they will provide suitable separate shore accommodation for all Officers in hotels or motels with kitchenettes. In the event such hotels or motels are unavailable, full service hotels or motels will be provided. Occupancy will be limited to one (1) Officer per bedroom. Wherever possible Officers occupying these facilities shall be on the same shift, i.e. 7 eight (8) hours or twelve (12) hours. When future accommodation facilities are to be provided, the Company will advise the Canadian Merchant Service Guild of the same in writing. These facilities will conform to the criteria outlined in this Clause. The Officer shall receive a daily meal allowance as per Clause 23.3. When food is supplied, it shall be of sufficient quality and quantity. There will be no substitute for milk, eggs, butter, and bacon.

ARTICLE 21 – VESSELS in PORT

21.1 Overhauling Vessels

During overhaul, when mutually agreed upon between the Company and the Officer concerned, regular Officers shall be considered part of shore staff and be paid hourly rates which will not involve a reduction in take home pay based on an eight (8) hour day and a five (5) day week.

ARTICLE 22 – RATES of PAY, ENGINE PREMIUM, and DUTIES

22.1 Rates

The rates of pay in effect during the term of this agreement are set out in Appendix "A".

| Year | % Increase | Lump Sum Payments |
|----------------------------------|------------|-------------------|
| October 1, 2021 – March 31, 2022 | 5.0% | \$0.00 |
| April 1, 2022 – March 31, 2023 | 4.0% | \$10,000.00 |
| April 1, 2023 – March 31, 2024 | 3.0% | \$500.00 |
| April 1, 2024 – March 31, 2025 | 3.0% | \$500.00 |
| April 1, 2025 – March 31, 2026 | 2.5% | \$500.00 |
| April 1, 2026 – March 31, 2027 | 2.5% | \$500.00 |

The Company agrees to full retroactivity dating back to October 1, 2021.

22.2 Application of Group 2 Rates

The Group 2 rates of pay shall apply to all Officers under the following conditions:

- Operating mainline vessels requiring certified Masters.
- Operating vessels engaged in transfer and/or barge towing.
- Performing the normal work of a towing vessel.
- Operating vessels below the Hugh Keenleyside Dam when the discharge is above fifty thousand (50,000) cubic feet per second (it is understood that because of the unpredictability of changes to the discharge that no reassignment of crews according to seniority will occur as a result thereof).

22.3 Application of Group 1 Rates

The Group 1 rates of pay shall apply to Officers operating vessels engaged in rafting. For other than normal booming and rafting duties, Group I boats will receive the rate of pay for the job they are engaged in.

Eight (8) hour boats working four (4) hours or less at a specific job will receive four (4) hours pay. If they work four (4) hours or more they receive the rate for the full shift. Twelve (12) hour boats working six (6) hours or less at a specific job will receive six (6) hours pay. If they work six (6) hours or more they receive the rate for the full shift.

22.4 Application of Group 0 Rates

- The Group 0 rates of pay shall apply to lockage making vessels and dozer boat operations.
- The Group 0 Mate rate of pay shall apply for the Officer-in-Training (O.I.T.) on the M.V.G.O. Sutherland.

22.5 Engine Servicing Premium

If no Engineer is carried and the Master or Mate is required to service the engine, the Officer performing this service shall be paid an engine servicing premium, over and above the rates of salaries and wages contained in this agreement. Servicing of engines shall be carried out at regular intervals subject, however, to the discretion of the Master and operational consideration.

Flat Rate Calculation

A standard system of calculating the flat rate for engine servicing payment shall be adopted:

$$\frac{\text{Engine service premium} \times 12 \text{ (months)}}{365} = \text{rate per calendar day}$$

The calendar day rate shall be paid for each day in the employ of the Company excepting when in receipt of Workers' Compensation benefits, wage indemnity payments, while on vacation or while on leave of absence.

Flat rate payments shall be made once each month whether an Officer is working or taking leave. The payment shall be pro-rated for an Officer who is not engaged in this capacity for the full month.

Every continuous operating tug shall carry at least one (1) Officer who has sufficient knowledge of the engine and mechanical equipment to satisfy Transport Canada requirements. When the Master is the Officer referred to in this Section, he/she shall be paid the engine servicing premium per payroll month in addition to his/her basic salary for performing such engine servicing as is outlined in article 22.6 (a). The M.V.G.O. Sutherland Mate shall also be paid the engine servicing premium per payroll month in addition to his/her basic salary for assisting the Master with such servicing duties.

- a) The engine servicing premium will be:
- i) One hundred forty two dollars eighty three cents (\$142.83) per month for shift tugs.
 - ii) One hundred eighty six dollars thirty cents (\$186.30) per month for continuous operating tugs.
 - iii) Engine servicing premiums will be increased annually on April 1st by the applicable percentage wage increase coming into effect on that date.

| Per Day Worked | Oct 1/21 (5%) | Apr 1/22 (4%) | Apr 1/23 (3%) | Apr 1/24 (3%) | Apr 1/25 (2.5%) | Apr 1/26 (2.5%) |
|---------------------------|---------------|---------------|---------------|---------------|-----------------|-----------------|
| Continuous Operating Tugs | \$186.30 | \$193.75 | \$199.57 | \$205.55 | \$210.69 | \$215.96 |
| Shift Tugs | \$142.83 | \$148.54 | \$153.00 | \$157.59 | \$161.53 | \$165.57 |

22.6 Engine Servicing Duties

- a) **Operational Checks**
- i) Check batteries, hydrometer reading and water level.
 - ii) Check and maintain oil level in base of main engine, auxiliary engine, reduction gear, air compressors and generating plant.
 - iii) Check and maintain cooling water level in main engines and auxiliary engines.
 - iv) Check stuffing box.
 - v) Check alarm system.
 - vi) Record and report repairs.
 - vii) Check and pump bilges.
 - viii) Check steering hydraulic hoses and rams for leaks.
 - ix) Check and maintain fuel levels.
 - x) Check and change water filters as required.
 - xi) Check and drain fuel line water traps as required.

b) **Servicing of Main and Auxiliary Engines**

A Master or Mate shall not be required to:

- i) Change lube oil or lube oil filters.
- ii) Change fuel filters.
- iii) Change oil and fuel filters in reduction gear.

Provided that if under unusual circumstances, including isolation from servicing facilities, it becomes necessary for a Master or Mate to perform this work, he/she shall be paid his/her regular overtime rate for each hour so worked in addition to his/her basic rate of wages.

22.7 Emergency Repairs

Any emergency repairs required to maintain the operation of the vessel performed by Officers will be paid at overtime rates in addition to his/her basic rate of wages and shall be checked by a competent person at the first opportunity to ensure the safe operation of the vessel.

22.8 Duties Other Than as an Officer

- a) An Officer who performs duties such as handling cargo, gear or boom chains other than for the vessel's own use shall be paid for each hour so worked on watch, a premium of one and one-half (1½) times straight time pay and for each hour so worked, off watch a premium of two and one-half (2½) times straight time pay.
- b) The minimum payment for the work set out in (a) shall be one (1) hour to be computed thereafter in one-half (½) hourly increments. It is understood that ships crews customarily load ships stores when joining a vessel or when replenishing stores as part of their normal duties on watch. Such stores should only be for their own vessel or in some instances one other vessel which is being joined during a forthcoming trip. If Officers are required to load or unload stores off watch they shall be paid at the normal overtime rate.

ARTICLE 23 – SUBSISTENCE

23.1 Provisions for Meals

Officers employed on vessels away from operational base shall be supplied with provisions for the preparing and serving of meals. When food is supplied, it shall be of sufficient quality and quantity. There will be no substitute for milk, eggs, butter, and bacon.

23.2 Subsistence Allowance

- a) On non-accommodation vessels where provisions for the preparation of meals are not provided or meals are not supplied, Officers shall receive a subsistence allowance in addition to the basic rates of pay; plus tea, coffee, sugar and canned milk and the necessary utensils for preparing and serving same.

- b) The subsistence allowance will be two hundred eighty three dollars sixty three cents (\$283.63) per month. The subsistence allowance will be increased annually on April 1st by the applicable percentage wage increase coming into effect on that date.

| | Oct 1/21 (5%) | Apr 1/22 (4%) | Apr 1/23 (3%) | Apr 1/24 (3%) | Apr 1/25 (2.5%) | Apr 1/26 (2.5%) |
|----------------------------|------------------------------|------------------------------|------------------------------|------------------------------|--------------------------------|--------------------------------|
| Monthly Subsistence | \$283.63 | \$294.97 | \$303.82 | \$312.93 | \$320.76 | \$328.78 |

c) **Hot Meal Provision**

An Officer required to work two (2) hours or more beyond his regular shift shall be paid the sum of sixteen dollars (\$16.00) over and above the overtime pay in lieu of receiving a hot meal.

23.3 Meal Allowance

- a) An Officer, who by reason of his/her seniority, accepts a position out of his/her operational base and does not accept payment under Clause 23.2 (a) shall be paid a meal allowance.
- b) The meal allowance will be sixty two dollars sixty six cents (\$62.66) per day.
- c) The meal allowance will be adjusted annually at the same percentage rate of the negotiated wage increase.

| | Oct 1/21 (5%) | Apr 1/22 (4%) | Apr 1/23 (3%) | Apr 1/24 (3%) | Apr 1/25 (2.5%) | Apr 1/26 (2.5%) |
|-----------------------------|------------------------------|------------------------------|------------------------------|------------------------------|--------------------------------|--------------------------------|
| Meal Allowance p/Day | \$62.66 | \$65.17 | \$67.13 | \$69.14 | \$70.87 | \$72.64 |

23.4 Meal Preparation

The customary duties of a Cook/Mate include ordering, shopping, and pick-up to ensure balanced meals for the tow that the Officer is dispatched on and will be arranged so that:

- a) Sufficient time is allowed for food ordering and pick-up/shopping prior to the vessel leaving port. As in previous practice, in the event that additional food/supplies are required while the vessel is underway, the cook and one other officer shall disembark to the nearest town for replenishment (i.e. Nakusp grocery store). Sufficient time shall be granted to perform this fulfillment.
- b) Sufficient time is allowed for food preparation prior to meal hours. During the period of food preparation and serving, the Cook/Mate's prime function is in the galley. During these periods, it is recognized, that in order to meet regulatory requirements and operational needs, the Cook/Mate may be required to work outside the galley for short periods which will not adversely affect the preparation of meals.
- c) Training: In order to provide sufficient training and improve the cooking skills of the Cook/Mate, the Company will agree to allow Officers to take Food Safe training and cooking courses that are reasonably required for the purposes of preparing meals on the vessels. All related costs for this training will apply as per Article 18.13.

ARTICLE 24 – COMMAND of VESSEL

24.1 Leaving Dock

No vessel shall leave the dock under its own power to engage in work that is performed by Guild Members.

ARTICLE 25 – LEGAL DEFENCE COVERAGE

25.1 Premiums

The Guild shall provide legal defence coverage for Officers covered by this agreement. Premiums shall be paid by the Company and are due and payable to the Guild on a monthly basis for eligible Officers. The premium for the legal defence fund will be twenty dollars (\$20.00) per Officer per month.

ARTICLE 26 – SAFETY

26.1 Protective Clothing

The Company will supply the following:

- a) The Company will provide any protective clothing or equipment required and approved by the Occupational Health & Safety Regulation at no cost to the Officer.
- b) Proper work gloves (leather if requested) free of charge, suitable to the work being performed by the Officer. Subsequent glove issues are subject to presentation of worn out or damaged gloves.

26.2 Safety Clothing Annual Allowance

A single annual allowance of three hundred fifty dollars (\$350.00) for caulk or safety boots, coveralls and floater jacket shall be paid to all Officers in January of each year if he/she has six (6) months or more seniority. It is understood that this is a non-taxable benefit.

ARTICLE 27 – TECHNOLOGICAL CHANGE

27.1 Advance Notification

The Company shall notify the Guild not less than six (6) months in advance of intent to institute material changes in working methods or facilities which would involve the discharge or laying off of Officers.

27.2 Severance Pay

- a) Officers discharged, laid-off or displaced from their regular job because of mechanization, technological change or automation, shall be entitled to severance pay of one (1) weeks' pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This Section shall not apply to Officers covered by section 27.3 (b) below.
- b) Officers discharged, laid-off or displaced from their regular job because of planned/permanent closure of all or part of the Marine operation shall be entitled to severance pay of one (1) weeks' pay for each year of service with the Company. Officers with less than eight (8) years seniority will not qualify for severance under planned permanent closure.

The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This Section shall not apply to Officers covered by Section 27.3 (b) below.

27.3 Rate Adjustment

- a) An Officer who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his/her regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the setback and the rate of his/her new regular job. At the end of this six (6) month period, the rate of his/her new regular job will apply. However, such Officer will have the option of terminating his/her employment and accepting severance pay as outlined in Section 2 above, providing he/she exercises this option within the above-referred-to six (6) month period.
- b) Following an application of (a) above, where an Officer is set back to a lower paid job because of an application of Article 18 – Seniority, brought on by mechanization, technological change or automation he/she will receive the rate of his/her regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the setback and the rate of his/her new regular job. At the end of this six (6) month period, the rate of his/her new regular job will apply.

ARTICLE 28 – MEMBERSHIP PROTECTION

28.1 Disciplinary Action

Officers shall have the right to have a readily available Union Delegate, elected representative or fellow Officer of his/her choice present when discussing any disciplinary matter with the Company.

28.2 Warning Notices

Warning notices involving disciplinary action other than suspension will be removed from an Officer's record after two (2) years have elapsed from the date of issue.

28.3 Guild Notification

The Guild shall be notified of all suspensions electronically to the Western Branch Secretary Treasurer.

ARTICLE 29 – ARROW LAKES TUGBOAT SOCIETY (ALTS)

The Company shall contribute to the ALTS the sum of twenty dollars (\$20.00) per month per active Officer who works a minimum of eighty (80) hours in the month. The contribution shall be made within thirty (30) days after each business quarter. It is agreed that one-half (½) of the Company contribution shall be used to provide scholarships and or bursaries for Officers dependent children who attend post-secondary educational facilities (College, University or Technical/Vocational Schools).

ARTICLE 30 – JOINT COMMITTEE

30.1 Joint Committee

There shall be a Joint Committee set up during the course of this Agreement with meetings to be held at the request of either Party not more often than once per month. This Committee shall discuss matters of mutual benefit to both Parties. It is expected that the Committee will normally consist of equal numbers of Representatives of the Company and from the Guild and/or the Officers.

30.2 Guild Activities

The Company agrees not to discriminate against or intimidate any Member of the Guild for his/her activities on behalf of or for membership in the Guild.

ARTICLE 31 – LAYDAYS

The Employer to provide to the Guild an updated list of leave bank days for each employee on a monthly basis.

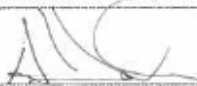

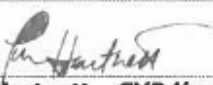

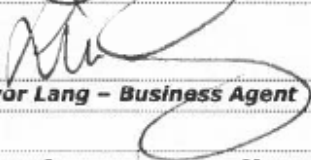
ARTICLE 32 – EFFECTIVE DATE and TERM of AGREEMENT

This agreement shall be effective from October 1, 2021 and shall remain in effect until March 31, 2027 and thereafter from year to year subject to three (3) months' notice in writing of desire to revise, amend or terminate same.

Such notice may be given any time after December 31, 2026. After such notice has been given, specific proposals (if any) must be submitted and negotiations commenced within ten (10) days of the date of Notice.

**EXECUTED on BEHALF of
INTERFOR CORPORATION**

**EXECUTED on BEHALF of THE
CANADIAN MERCHANT SERVICE GUILD**

| | |
|---|--|
|  |  |
| Andrew Horahan – EVP Canadian Operations | Captain Randy Smigel – President |
|  |  |
| Tim Hartnett – SVP Human Resources | Zulema Carranza Sanabria – Secretary Treasurer |
| |  |
| | Trevor Lang – Business Agent |
| Dated at Vancouver, BC | this 23rd day of November, 2022 |

APPENDIX "A"
CMSG Wage Rates

Effective October 1, 2021 to March 31, 2022- 5% Increase

| CLASSIFICATION | MONTHLY | DAILY RATE | HOURLY RATE | DOUBLE TIME | 12 HOUR DAY | | 8 HOUR DAY | |
|-------------------------------------|----------|------------|-------------|-------------|---------------------------|-------------------------------|---------------------------|-------------------------------|
| | | | | | PAY PER LEAVE @ 1.24 DAYS | TOTAL PAY FOR EACH DAY WORKED | PAY PER LEAVE @ .493 DAYS | TOTAL PAY FOR EACH DAY WORKED |
| Master AA | 7,585.71 | 249.23 | 46.83 | 96.04 | 309.05 | 558.28 | 122.87 | 372.10 |
| Master A | 7,380.79 | 242.50 | 45.56 | 92.95 | 300.70 | 543.20 | 119.55 | 362.05 |
| Master B | 7,188.39 | 236.18 | 44.37 | 90.58 | 292.86 | 529.04 | 116.44 | 352.62 |
| Master C | 7,021.32 | 230.69 | 43.34 | 89.07 | 286.06 | 516.75 | 113.73 | 344.42 |
| Mate AA | 7,021.32 | 230.69 | 43.34 | 89.07 | 286.06 | 516.75 | 113.73 | 344.42 |
| Mate A | 6,854.24 | 225.20 | 42.31 | 84.62 | 279.25 | 504.45 | 111.02 | 336.22 |
| Mate B | 6,759.68 | 222.09 | 41.73 | 83.45 | 275.39 | 497.48 | 109.49 | 331.58 |
| Mate C | 6,551.56 | 215.26 | 40.44 | 80.88 | 266.92 | 482.18 | 106.12 | 321.38 |
| Boomsticks | 6,551.56 | 215.26 | 40.44 | 80.88 | 266.92 | 482.18 | 106.12 | 321.38 |
| Officer in Training (O.I.T.) | 5,388.12 | 177.03 | 33.26 | 66.52 | 219.52 | 396.55 | 87.28 | 264.31 |

NOTE: Based on the Principle of:

- 365.25 Days per Year
- 30.436 days per month
- 7 days per week / 52.18 weeks per year
- 1.24 leave factor / 12 hour day
- .493 leave factor / 8 hour day

Formula:

Daily Rate =

Hourly Rate =

Double Time Rate =

Monthly Rate / 30.436 days per month

Monthly Rate / 162 hours

(Monthly Rate + Ships Maintenance*)/162 hours x 2

| * Article 22.5 - Engine Servicing Premium | | |
|--|----------------|----------------|
| | Monthly | Per Day |
| Continuing Operating Sutherland Tugs | 186.30 | 6.12 |
| Shift Tugs | 142.83 | 4.69 |
| Rate per Calendar Day = (Engine Service Premium x 12 / 365) | | |

APPENDIX "A"
CMSG Wage Rates

Effective April 1, 2022 to March 31, 2023 - 4% Increase

| CLASSIFICATION | MONTHLY | DAILY RATE | HOURLY RATE | DOUBLE TIME | 12 HOUR DAY | | 8 HOUR DAY | |
|-------------------------------------|----------|------------|-------------|-------------|---------------------------|-------------------------------|---------------------------|-------------------------------|
| | | | | | PAY PER LEAVE @ 1.24 DAYS | TOTAL PAY FOR EACH DAY WORKED | PAY PER LEAVE @ .493 DAYS | TOTAL PAY FOR EACH DAY WORKED |
| Master AA | 7,889.14 | 259.20 | 48.70 | 99.86 | 321.41 | 580.61 | 127.79 | 386.99 |
| Master A | 7,676.02 | 252.20 | 47.38 | 96.65 | 312.73 | 564.93 | 124.33 | 376.53 |
| Master B | 7,475.93 | 245.63 | 46.15 | 94.18 | 304.58 | 550.21 | 121.10 | 366.73 |
| Master C | 7,302.17 | 239.92 | 45.08 | 92.61 | 297.50 | 537.42 | 118.28 | 358.20 |
| Mate AA | 7,302.17 | 239.92 | 45.08 | 92.61 | 297.50 | 537.42 | 118.28 | 358.20 |
| Mate A | 7,128.41 | 234.21 | 44.00 | 88.01 | 290.42 | 524.63 | 115.47 | 349.68 |
| Mate B | 7,030.07 | 230.98 | 43.40 | 86.79 | 286.42 | 517.40 | 113.87 | 344.85 |
| Mate C | 6,813.62 | 223.87 | 42.06 | 84.12 | 277.60 | 501.47 | 110.37 | 334.24 |
| Boomsticks | 6,813.62 | 223.87 | 42.06 | 84.12 | 277.60 | 501.47 | 110.37 | 334.24 |
| Officer in Training (O.I.T.) | 5,603.64 | 184.11 | 34.59 | 69.18 | 228.30 | 412.41 | 90.77 | 274.88 |

NOTE: Based on the Principle of:
365.25 Days per Year
30.436 days per month
7 days per week / 52.18 weeks per year
1.24 leave factor / 12 hour day
.493 leave factor / 8 hour day

Formula:
Daily Rate = Monthly Rate /30.436 days per month
Hourly Rate = Monthly Rate / 162 hours
Double Time Rate = (Monthly Rate + Ships Maintenance*)/162 hours x 2

| * Article 22.5 - Engine Servicing Premium | | |
|--|----------------|----------------|
| | Monthly | Per Day |
| Continuing Operating Sutherland Tugs | 193.75 | 6.37 |
| Shift Tugs | 148.54 | 4.88 |
| Rate per Calendar Day = (Engine Service Premium x 12 / 365) | | |

APPENDIX "A"
CMSG Wage Rates

Effective April 1, 2023 to March 31, 2024 - 3% Increase

| CLASSIFICATION | MONTHLY | DAILY RATE | HOURLY RATE | DOUBLE TIME | 12 HOUR DAY | | 8 HOUR DAY | |
|-------------------------------------|----------|------------|-------------|-------------|---------------------------|-------------------------------|---------------------------|-------------------------------|
| | | | | | PAY PER LEAVE @ 1.24 DAYS | TOTAL PAY FOR EACH DAY WORKED | PAY PER LEAVE @ .493 DAYS | TOTAL PAY FOR EACH DAY WORKED |
| Master AA | 8,125.81 | 266.98 | 50.16 | 102.78 | 331.06 | 598.04 | 131.62 | 398.60 |
| Master A | 7,906.30 | 259.77 | 48.80 | 99.50 | 322.11 | 581.88 | 128.07 | 387.84 |
| Master B | 7,700.20 | 253.00 | 47.53 | 96.95 | 313.72 | 566.72 | 124.73 | 377.73 |
| Master C | 7,521.24 | 247.12 | 46.43 | 95.32 | 306.43 | 553.55 | 121.83 | 368.95 |
| Mate AA | 7,521.24 | 247.12 | 46.43 | 95.32 | 306.43 | 553.55 | 121.83 | 368.95 |
| Mate A | 7,342.26 | 241.24 | 45.32 | 90.65 | 299.14 | 540.38 | 118.93 | 360.17 |
| Mate B | 7,240.97 | 237.91 | 44.70 | 89.39 | 295.01 | 532.92 | 117.29 | 355.20 |
| Mate C | 7,018.03 | 230.58 | 43.32 | 86.64 | 285.92 | 516.50 | 113.68 | 344.26 |
| Boomsticks | 7,018.03 | 230.58 | 43.32 | 86.64 | 285.92 | 516.50 | 113.68 | 344.26 |
| Officer in Training (O.I.T.) | 5,771.75 | 189.64 | 35.63 | 71.26 | 235.15 | 424.79 | 93.49 | 283.13 |

NOTE: Based on the Principle of:
365.25 Days per Year
30.436 days per month
7 days per week / 52.18 weeks per year
1.24 leave factor / 12 hour day
.493 leave factor / 8 hour day

Formula:
Daily Rate = Monthly Rate / 30.436 days per month
Hourly Rate = Monthly Rate / 162 hours
Double Time Rate = (Monthly Rate + Ships Maintenance*)/162 hours x 2

| * Article 22.5 - Engine Servicing Premium | | |
|--|----------------|----------------|
| | Monthly | Per Day |
| Continuing Operating Sutherland Tugs | 199.57 | 6.56 |
| Shift Tugs | 153.00 | 5.03 |
| Rate per Calendar Day = (Engine Service Premium x 12 / 365) | | |

APPENDIX "A"
CMSG Wage Rates

Effective April 1, 2024 to March 31, 2025 - 3% Increase

| CLASSIFICATION | MONTHLY | DAILY RATE | HOURLY RATE | DOUBLE TIME | 12 HOUR DAY | | 8 HOUR DAY | |
|-------------------------------------|----------|------------|-------------|-------------|---------------------------|-------------------------------|---------------------------|-------------------------------|
| | | | | | PAY PER LEAVE @ 1.24 DAYS | TOTAL PAY FOR EACH DAY WORKED | PAY PER LEAVE @ .493 DAYS | TOTAL PAY FOR EACH DAY WORKED |
| Master AA | 8,369.59 | 274.99 | 51.66 | 105.87 | 340.99 | 615.98 | 135.57 | 410.56 |
| Master A | 8,143.49 | 267.56 | 50.27 | 102.48 | 331.77 | 599.33 | 131.91 | 399.47 |
| Master B | 7,931.21 | 260.59 | 48.96 | 99.86 | 323.13 | 583.72 | 128.47 | 389.06 |
| Master C | 7,746.88 | 254.53 | 47.82 | 98.18 | 315.62 | 570.15 | 125.48 | 380.01 |
| Mate AA | 7,746.88 | 254.53 | 47.82 | 98.18 | 315.62 | 570.15 | 125.48 | 380.01 |
| Mate A | 7,562.53 | 248.47 | 46.68 | 93.36 | 308.10 | 556.57 | 122.50 | 370.97 |
| Mate B | 7,458.20 | 245.05 | 46.04 | 92.08 | 303.86 | 548.91 | 120.81 | 365.86 |
| Mate C | 7,228.57 | 237.50 | 44.62 | 89.24 | 294.50 | 532.00 | 117.09 | 354.59 |
| Boomsticks | 7,228.57 | 237.50 | 44.62 | 89.24 | 294.50 | 532.00 | 117.09 | 354.59 |
| Officer in Training (O.I.T.) | 5,944.91 | 195.32 | 36.70 | 73.39 | 242.20 | 437.52 | 96.29 | 291.61 |

NOTE: Based on the Principle of:
365.25 Days per Year
30.436 days per month
7 days per week / 52.18 weeks per year
1.24 leave factor / 12 hour day
.493 leave factor / 8 hour day

Formula:
Daily Rate = Monthly Rate / 30.436 days per month
Hourly Rate = Monthly Rate / 162 hours
Double Time Rate = (Monthly Rate + Ships Maintenance*)/162 hours x 2

| * Article 22.5 - Engine Servicing Premium | | |
|--|----------------|----------------|
| | Monthly | Per Day |
| Continuing Operating Sutherland Tugs | 205.55 | 6.75 |
| Shift Tugs | 157.59 | 5.18 |
| Rate per Calendar Day = (Engine Service Premium x 12 / 365) | | |

APPENDIX "A"
CMSG Wage Rates

Effective April 1, 2025 to March 31, 2026 – 2.5% Increase

| CLASSIFICATION | MONTHLY | DAILY RATE | HOURLY RATE | DOUBLE TIME | 12 HOUR DAY | | 8 HOUR DAY | |
|-------------------------------------|----------|------------|-------------|-------------|---------------------------|-------------------------------|---------------------------|-------------------------------|
| | | | | | PAY PER LEAVE @ 1.24 DAYS | TOTAL PAY FOR EACH DAY WORKED | PAY PER LEAVE @ .493 DAYS | TOTAL PAY FOR EACH DAY WORKED |
| Master AA | 8,578.83 | 281.86 | 52.96 | 108.51 | 349.51 | 631.37 | 138.96 | 420.82 |
| Master A | 8,347.08 | 274.25 | 51.53 | 105.04 | 340.07 | 614.32 | 135.21 | 409.46 |
| Master B | 8,129.49 | 267.10 | 50.18 | 102.36 | 331.20 | 598.30 | 131.68 | 398.78 |
| Master C | 7,940.55 | 260.89 | 49.02 | 100.63 | 323.50 | 584.39 | 128.62 | 389.51 |
| Mate AA | 7,940.55 | 260.89 | 49.02 | 100.63 | 323.50 | 584.39 | 128.62 | 389.51 |
| Mate A | 7,751.59 | 254.69 | 47.85 | 95.70 | 315.82 | 570.51 | 125.56 | 380.25 |
| Mate B | 7,644.65 | 251.17 | 47.19 | 94.38 | 311.45 | 562.62 | 123.83 | 375.00 |
| Mate C | 7,409.29 | 243.44 | 45.74 | 91.47 | 301.87 | 545.31 | 120.02 | 363.46 |
| Boomsticks | 7,409.29 | 243.44 | 45.74 | 91.47 | 301.87 | 545.31 | 120.02 | 363.46 |
| Officer in Training (O.I.T.) | 6,093.53 | 200.21 | 37.61 | 75.23 | 248.26 | 448.47 | 98.70 | 298.91 |

NOTE: Based on the Principle of:
365.25 Days per Year
30.436 days per month
7 days per week / 52.18 weeks per year
1.24 leave factor / 12 hour day
.493 leave factor / 8 hour day

Formula:
Daily Rate = Monthly Rate / 30.436 days per month
Hourly Rate = Monthly Rate / 162 hours
Double Time Rate = (Monthly Rate + Ships Maintenance*) / 162 hours x 2

| * Article 22.5 - Engine Servicing Premium | | |
|--|----------------|----------------|
| | Monthly | Per Day |
| Continuing Operating Sutherland Tugs | 210.69 | 6.92 |
| Shift Tugs | 161.53 | 5.31 |
| Rate per Calendar Day = (Engine Service Premium x 12 / 365) | | |

**APPENDIX "A"
CMSG Wage Rates**

Effective April 1, 2026 to March 31, 2027 – 2.5% Increase

| CLASSIFICATION | MONTHLY | DAILY RATE | HOURLY RATE | DOUBLE TIME | 12 HOUR DAY | | 8 HOUR DAY | |
|-------------------------------------|----------|------------|-------------|-------------|---------------------------|-------------------------------|---------------------------|-------------------------------|
| | | | | | PAY PER LEAVE @ 1.24 DAYS | TOTAL PAY FOR EACH DAY WORKED | PAY PER LEAVE @ .493 DAYS | TOTAL PAY FOR EACH DAY WORKED |
| Master AA | 8,793.30 | 288.91 | 54.28 | 111.23 | 358.25 | 647.16 | 142.43 | 431.34 |
| Master A | 8,555.76 | 281.11 | 52.81 | 107.67 | 348.58 | 629.69 | 138.59 | 419.70 |
| Master B | 8,332.73 | 273.78 | 51.44 | 104.92 | 339.49 | 613.27 | 134.97 | 408.75 |
| Master C | 8,139.06 | 267.42 | 50.24 | 103.15 | 331.60 | 599.02 | 131.84 | 399.26 |
| Mate AA | 8,139.06 | 267.42 | 50.24 | 103.15 | 331.60 | 599.02 | 131.84 | 399.26 |
| Mate A | 7,945.38 | 261.05 | 49.05 | 98.09 | 323.70 | 584.75 | 128.70 | 389.75 |
| Mate B | 7,835.77 | 257.45 | 48.37 | 96.74 | 319.24 | 576.69 | 126.92 | 384.37 |
| Mate C | 7,594.52 | 249.52 | 46.88 | 93.76 | 309.40 | 558.92 | 123.01 | 372.53 |
| Boomsticks | 7,594.52 | 249.52 | 46.88 | 93.76 | 309.40 | 558.92 | 123.01 | 372.53 |
| Officer in Training (O.I.T.) | 6,245.87 | 205.21 | 38.55 | 77.11 | 254.46 | 459.67 | 101.17 | 306.38 |

NOTE: **Based on the Principle of:**
365.25 Days per Year
30.436 days per month
7 days per week / 52.18 weeks per year
1.24 leave factor / 12 hour day
.493 leave factor / 8 hour day

Formula:
Daily Rate = Monthly Rate / 30.436 days per month
Hourly Rate = Monthly Rate / 162 hours
Double Time Rate = (Monthly Rate + Ships Maintenance*)/162 hours x 2

| * Article 22.5 - Engine Servicing Premium | | |
|--|----------------|----------------|
| | Monthly | Per Day |
| Continuing Operating Sutherland Tugs | 215.96 | 7.10 |
| Shift Tugs | 165.57 | 5.44 |
| Rate per Calendar Day = (Engine Service Premium x 12 / 365) | | |

APPENDIX "B"
List of Vessels

The Parties agree that the vessels described below are recognized for Article 22 – Rates of Pay; and that the list may be altered from time to time pursuant to Article 19.

GROUP 3 (AA)

M.V.G.O. SUTHERLAND
SYRINGA

GROUP 1 (B)

MV ARROWHEAD
MV CELFOAM
MV BOWMAN
MV CELTOW IV
MV CELTOW V
MV WESTAR ONE
MV MARIA

GROUP 0 (C)

MV INTERFOR ONE
MV CELTOW VII

APPENDIX "C"
Statutory Holidays Guidelines

How do you pay for the Stat?

Pay as follows:

| | |
|--|---|
| twelve (12) hour to twelve (12) hour = | one point two four (1.24) leave factor |
| twelve (12) hour to eight (8) hour = | one point two four (1.24) leave factor |
| eight (8) hour to eight (8) hour = | point four nine three (.493) leave factor |
| eight (8) hour to leave = | point four nine three (.493) leave factor |
| eight (8) hour to A/V = | point four nine three (.493) leave factor |
| twelve (12) hour to A/V = | one point two four (1.24) leave factor |
| eight (8) hour to twelve (12) hour = | one point two four (1.24) leave factor |

APPENDIX "D – 1"
Letter of Understanding

RE: Lay Days

Both Parties agree to limit lay days to a maximum of forty five (45) lay days. The Parties recognize that the seasonal fluctuation in the Company's workload creates a tendency for average lay days to increase at certain times of the year.

The Parties agree that for the life of this agreement they will adhere to the following arrangement.

The provisions of Article 11.3 will be altered to provide that Officers with an accumulated leave balance in excess of 25 days may request not to be dispatched for their regular shift cycle, or part thereof.

It is further agreed that should the changes described in the paragraph above result in an inability to man vessels or to a curtailment in operation the affected Officer's request may be denied. Notwithstanding this, such request will not be unreasonably denied.

APPENDIX "D – 2"

Letter of Understanding

RE: Layoff Procedures – Benefit Coverages

BETWEEN:

POPE & TALBOT LTD.

Arrow Lakes Timber Division

AND:

CANADIAN MERCHANT SERVICE GUILD

Western Branch

SUBJECT: **LAYOFF PROCEDURES - BENEFIT COVERAGES**

The following procedures will be followed when Officers are placed on layoff:

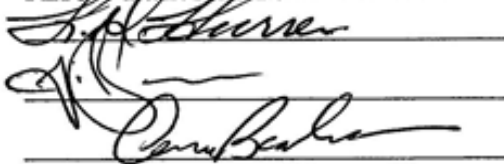
1. In reduction of forces, service seniority shall be the determining factor qualification, experience and ability being sufficient to do the job.
2. Officers at the point of lay off may elect either to take their banked overtime lay days in cash or leave them in the bank. Unless notified otherwise all monies due an Officer such as banked overtime, lay days etc. will be paid out upon layoff.
3. An Officer whose lay days have been cashed out may be required to take time off without pay at a later date in order to meet the legal requirements for the hours of work.
4. Health and Welfare coverages and BC Medical Plan will be continued for Officers who are laid off due to a shortage of work on the following basis:
 - (a) Officers with 1 year of service - 1 month coverage
 - (b) Officers with 2 years of service - 2 months coverage
 - (c) Officers with 3 years or more service - 3 months coverage

This extended lay off coverage will be effective after the expiry of the Officer's leave bank and overtime bank.

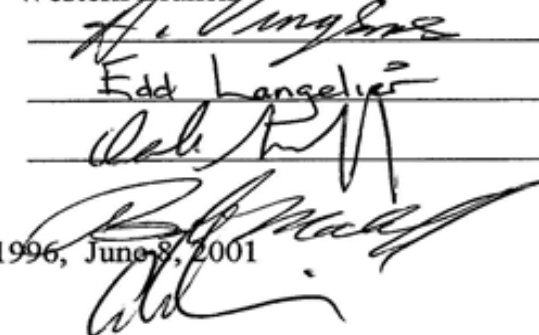
5. An Officer may arrange with the Company for coverage to be continued in accordance with the Health and Welfare Plan.
6. Lay days of the work force will be kept to a minimum.

Signed this 16th day of November 2006 at Castlegar, B.C.

Pope & Talbot Ltd.
Arrow Lakes Timber Division



Canadian Merchant Service Guild
Western Branch



Original dated December 16, 1984

Re-signed February 13, 1991, December 5, 1996, June 8, 2001

Re-signed November 16, 2006

APPENDIX "D - 3"
Letter of Understanding

RE: Pension - Related Benefit

BETWEEN:

POPE & TALBOT LTD.
Arrow Lakes Timber Division

AND:

CANADIAN MERCHANT SERVICE GUILD
Western Branch

SUBJECT: **PENSION - RELATED BENEFIT**

The negotiated settlement of \$0.29/hr worked will be applied to all Officers on the basis of 1875 hours used.


Contributions will be made monthly to a self directed R.R.S.P. in the Officers' name.


The annual benefit will be 1875 x \$0.29 for each Officer.


Signed this 16th day of November 2006 at Castlegar, B.C.


Pope & Talbot Ltd.
Arrow Lakes Timber Division

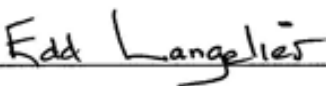
Canadian Merchant Service Guild
Western Branch







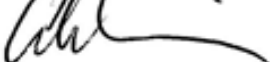












Original dated February 13, 1991 resigned December 5, 1996
Re - signed June 8, 2001
Re - signed November 16, 2006

APPENDIX "D - 4"

Letter of Understanding

RE: Group Registered Retirement Savings Plan

BETWEEN:

POPE & TALBOT LTD.

Arrow Lakes Timber Division

AND:

CANADIAN MERCHANT SERVICE GUILD

Western Branch

SUBJECT: **GROUP REGISTERED RETIREMENT SAVINGS PLAN**

In an effort to reduce the administration costs and numbers of cheques issued pursuant to various benefits in the CMSG collective agreement, the Company and the Guild are committed to developing a Group Registered Retirement Savings Plan for Guild members.


The Plan will receive the monthly contributions for each CMSG member for the following:


- | | |
|---------------------------------|---|
| (i) article 16 - Appendix E - 6 | - Officer paid R.R.S.P. |
| (ii) article 16 - Section 9 | - Officer paid Inflation Adjustment Account |
| (iii) Letter of Understanding | - Pension Related Benefit (\$45.31/month) |


Signed this 16th day of November 2006 at Castlegar, B.C.

Pope & Talbot Ltd.
Arrow Lakes Timber Division

Canadian Merchant Service Guild
Western Branch

















Original signed December 5, 1996
Re - signed June 8, 2001
Re - signed November 16, 2006

APPENDIX "D – 6"
Letter of Understanding

RE: Article 16. Section 8. Pension Plan

BETWEEN: POPE & TALBOT LTD.
Arrow Lakes Timber Division

AND: CANADIAN MERCHANT SERVICE GUILD
Western Branch

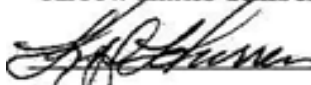
SUBJECT: Article 16. Section 8. Pension Plan


During negotiations to renew the 2005 collective agreement, the Company and the CMSG agreed to a Defined Contribution Pension Plan for new Officers. The Company and the CMSG also agreed to provide current Officers who may be subject to a lay off and who are current members of the Defined Benefit Pension Plan with the opportunity to continue in the Defined Benefit Pension Plan under the following guidelines:

1. Should the company need to hire any new Officers, the company will first give an opportunity to the laid off Officers within 12 months of their seniority retention expiring to be rehired with Pope & Talbot Ltd., Arrow Lakes Division.
2. Pope & Talbot will consider the Officers in current seniority order. The candidate must successfully complete the Pope & Talbot pre-employment screening program.
3. The laid off Officer must maintain their current address, phone number and email address (if applicable) with the company to be considered.
4. Officers rehired to a regularly scheduled position within the 12 months following the expiration of their seniority retention will be eligible to continue as a member of the Pope & Talbot Ltd., Retirement Plan for Employees represented by The Canadian Merchant Service Guild (the DB pension plan) after the completion of their probationary period and retroactive to their rehire date.
5. Officers who are not recalled within the second 12-month period and are rehired in the future, will be eligible for the new Defined Contribution Pension Plan upon completion of the probationary period.

Signed at Castlegar, BC this 16th day of November, 2006.

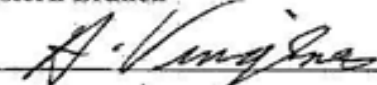
Pope & Talbot Ltd.
Arrow Lakes Timber Division







Original signed September 20, 2006
Re-signed November 16, 2006

Canadian Merchant Service Guild
Western Branch









APPENDIX "D – 7"
Letter of Understanding

RE: Boomstick Payment Rate

BETWEEN: THE CANADIAN MERCHANT SERVICE GUILD


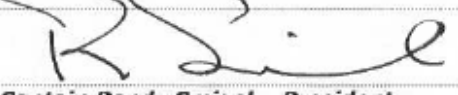


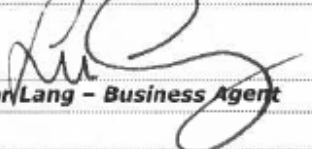
AND: INTERFOR CORPORATION

SUBJECT: Boomstick Payment Rate

The Boomstick payment rate will be at the Mate 'C' rate as per the existing practice.

**EXECUTED on BEHALF of
 INTERFOR CORPORATION**

**EXECUTED on BEHALF of THE
 CANADIAN MERCHANT SERVICE GUILD**

| | |
|---|--|
|  |  |
| <i>Andrew Horahan – EVP Canadian Operations</i> | <i>Captain Randy Smigel – President</i> |
|  |  |
| <i>Tim Hartnett – SVP, Human Resources</i> | <i>Zulema Carranza Sanabria – Secretary Treasurer</i> |
| |  |
| | <i>Trevor Lang – Business Agent</i> |

| | | |
|-------------------------------|-------------------------|-----------------------|
| Dated at Vancouver, BC | This 23rd day of | November, 2022 |
|-------------------------------|-------------------------|-----------------------|

APPENDIX "E – 1"

CMMSG Pension Plan Description and History

Pension Plan Description

The retirement benefit is based upon the former Westar Timber Ltd. Retirement Plan for Salaried Employees as amended January 1, 1979.

The main features of the Pension Plan are as follows:

1. Effective January 1, 1980 membership in the previous Hourly Plan #1 for employees in the Guild ceased. Each eligible employee become a member of the new Plan as agreed to in the 1979 contract negotiations.
2. Effective October 1, 1990 the employee contributions to the Company Pension Plan will be 3% of gross wages. Effective October 1, 1991 the employee contributions to the Company Pension Plan will be 2% of gross wages. Effective October 1, 1992 the employee contributions to the Company Pension Plan will be 1% of gross wages. Effective October 1, 1993 the employer shall fund the cost of the Pension Plan for the C.M.S.G. employees.
3. Credit is given for all continuous service with the Company. This does not include service with any predecessor company.
4. Pension benefits are calculated in accordance with a formula of which the essential parts are:
 - (i) final average earnings based on earnings during the sixtieth consecutive months when earnings are highest;
 - (ii) for credited service from or after January 1, 1980 -- one percent (1%) of final average earnings up to the final average maximum pensionable earnings under CPP and one and three-quarters percent (1-3/4%) of final average earnings in excess of that level;
 - (iii) for credit service as a participant in Hourly Plan #1 between January 1, 1966 and December 31, 1979 – one percent (1) final average earnings up to the final average maximum pensionable earnings under CPP and one and three-quarter percent (1-3/4%) of final average earnings in excess of that level;
 - (iv) for credited service in Hourly Plan #1 prior to January 1, 1966 - one and three-quarters percent (1 3/4%) of final average earnings;
 - (v) for credited service while not a participant in Hourly Plan #1 prior to December 31, 1979 -- three-quarters of one percent (3/4%) of final average earnings.
 - (vi) post April 14, 1992; Pope & Talbot service, one point thirty five per cent (1.35%) up to the CPP maximum earnings and two (2%) of earnings in excess of the CPP maximum earnings.
5. Employees who were active participants in Hourly Plan #1 will have all prior contributions with interest credited to their voluntary account.
6. Effective October 1, 1990 all monies and interest accrued to date in the C.M.S.G. employees voluntary contribution account shall be transferred to an R.R.S.P. account of the employee's choice.

Effective October 1, 1991, 1% of the employees' gross wages shall be put into an R.R.S.P. account of the employee's choice.

Effective October 1, 1992, 2% of the employees' gross wages shall be put into an R.R.S.P. account of the employees' choice.

Effective October 1, 1993, 3% of the employees' gross wages shall be put into an R.R.S.P. account of the employee's choice.

Effective October 1, 1994, 3% of the employees' gross wages shall be put into an R.R.S.P. account of the employee's choice.

7. If an employee becomes disabled while a member of the Plan and qualifies for payments from long term disability as provided for in the collective agreement, the pension will continue to accrue as though the employee was still working and earning at the rate in effect immediately prior to disability.
8. Normal retirement is at age 65, but retirement may be as early as age 55 with Company approval. There is no reduction in accrued pension benefit if retirement is after age 60. Effective October 1, 1990 the reduction schedule for early retirement shall be as follows:
 - Age 60 years - no reduction-100% pension
 - Age 59 years -3% reduction- 97% pension
 - Age 58 years -3% reduction- 94% pension
 - Age 57 years -4% reduction- 90% pension
 - Age 56 years -4% reduction- 86% pension
 - Age 55 years -4% reduction- 82% pension
9. (a) If employment is terminated the vesting schedule is fifty percent (50%) after three (3) years' service increasing by ten percent (10%) per year until one hundred percent (100%) vesting is reached after eight (8) years' employment. In order to be eligible for a vested benefit, required contributions with interest will remain in the fund. Voluntary contributions if any will be refunded or if the employee elects will be transferred to an RRSP.
(b) Effective October 1, 1995; the vesting schedule of the CMSG Pension Plan shall be amended to reflect the changes prescribed by the B.C. Pension Benefits Standards Act.
10. Should an Officer die at any time before his/her normal retirement date while still employed with the Company, his/her designated beneficiary will receive any contributions he/she has made with interest. However, should the Officer die after age 55 but before his/her normal retirement date, his/her designated beneficiary will receive a pension benefit. The payments will start on the first day of the month which is the same as or next succeeds the date of the Officer's death and will cease after sixty (60) such payments have been made. This benefit is calculated as though the Officer had actually retired on the date of his/her death. The Officer's beneficiary will also receive a refund of all the officer's contribution with accrued interest.
11. Interest shall be credited to contribution accounts as of the last day of each plan year and at a rate as determined by the Retirement Board.

CMSG PENSION HISTORY SUMMARY

In negotiations in July 1980, with the former Canadian Cellulose Company, Limited, for the October 1, 1981 to September 30, 1983 collective agreement a Letter of Understanding was negotiated that established a "new plan" for the employees represented by the CMSG. It was agreed that the plan would be based on the Canadian Cellulose retirement plan for salaried employees as amended January 1, 1979.

There was a six year moratorium of all aspects of the plan and "the Guild agrees not to propose any change to the Plan or required contributions to the Plan for six years". The letter then addresses in the third paragraph:

"In due course a new plan document will be prepared and distributed to the Guild. This document, which will be consistent with legislative statutes, will fully express the concepts, terms and operating principles of the new plan."

The Board of Directors of the Canadian Cellulose Company, passed a resolution on February 26, 1980 which created, effective January 1, 1980; The Canadian Cellulose Company, Limited Retirement Plan for Employees Represented by the Canadian Merchant Service Guild.

In the new collective agreement negotiated for the period October 1, 1983 to September 30, 1986; the pension plan description was put in the collective agreement.

The same language was renewed during contract negotiations for the October 1, 1986 to September 30, 1990 collective agreement with a reference to the new name of Westar Timber Ltd. The reference to the new name of Westar Timber Ltd. was because of a corporate name change and not an acquisition by Westar Timber Ltd.

In the CMSG negotiations with Westar Timber Ltd. in 1990, the Guild tabled several proposals to amend the pension plan including changes to the benefit formula, early retirement, indexing and survivor benefits.

In the Memorandum of Agreement dated September 18, 1990 several changes to the pension plan were agreed to including:

- changes to make the plan non-contributory
- changes to transfer the voluntary contributions into an RRSP for each member
- changes to the early retirement discounts
- early retirement and bridging benefits for several employees

The above changes were not made to the then existing pension plan for the Westar salaried employees, the changes were only made to the Westar CMSG plan.

During Contract negotiations for renewal of the 1990 - 1995 collective agreement, Pope & Talbot Ltd. and the CMSG agreed to further amendments.

During contract negotiations for renewal of the 1995 – 2000 collective agreement, Pope & Talbot Ltd. and the CMSG agreed to provisions to provide a Special Early Retirement and a Bridging Benefit.

During contract negotiations for the renewal of the 2000 – 2005 collective agreement, Pope & Talbot and the CMSG agreed to provisions to provide a Special Early Retirement and a Bridging Benefit.

In addition, Pope & Talbot and the CMSG agreed to a new Defined Contribution Pension Plan for all new Officers hired after October 1, 2005. The Company and the CMSG also agreed to a Letter of Agreement which provides that current Officers who may be impacted by a reduction in forces and are recalled within a specified period, will continue to be eligible for the Defined Benefit pension plan.

APPENDIX "F"

Retirees Covered by Manulife Financial Plan No. 35290

- **BARROW:** William Robert (deceased)
- **BERG:** Armand (deceased)
- **BERGNER:** Herman
- **CHURCHILL:** Roy Franklin
- **GRITCHEN:** Louie
- **HUCAL:** Bruce William
- **POZNIKOFF:** Kenneth Alan
- **POZNIKOFF:** Patrick Edward (deceased)
- **QUAEDVLIEG:** Rudolph Walter (deceased)
- **RIVETT:** Robert James (deceased)
- **YANAGISAWA:** Hiro Ronald

COLLECTIVE AGREEMENT

INTERFOR CORPORATION



The Canadian Merchant Service Guild

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Email: cmsgwb@cmsg.org

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