

AGREEMENT BETWEEN:

RIVTOW MARINE LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

MAY 1, 2001 TO APRIL 30, 2004

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AGREEMENT BETWEEN:

RIVTOW MARINE LTD.
(hereinafter called the "Company")

PARTIES OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115
(hereinafter called the "Union")

PARTY OF THE SECOND PART

WITNESSETH: that the parties hereto agree as follows:

ARTICLE I: OBJECTS

The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise, to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE II: DURATION

This Agreement shall be dated May 1, **2001** and shall be in full force and effect up to and including April 30, **2004**. This Agreement shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within three (3) months immediately preceding the date April 30, **2004** or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the termination or a renewal or revision of the Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union gives notice to the Company of its intention to strike, or the Company gives notice to the Union of its intention to lockout, or the parties conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.

ARTICLE III: DEFINITION OF EMPLOYEE

In this Agreement "employee" means a person who is employed by the Company as a crane operator or as an assistant head loader and head loader aboard the barges "Rivtow Carrier", "Straits Logger", and "Rivtow Hercules".

ARTICLE IV: BARGAINING AGENCY AND HIRING

1. The Company recognizes the Union as the sole collective bargaining agent for each employee as that term is defined in Article III of this Agreement.

2. This Agreement shall be binding on the Company and the Union and on each employee.
 - (a) Where the Company's business or a part thereof is sold, leased or transferred and such sale, lease or transfer affects any employee covered by this Agreement, then this Agreement shall be binding on any such purchaser, lessee or transferee to the same extent as if it had been signed by him.

3. Each employee covered by this Agreement shall as a condition of employment and/or continued employment, be and remain or become and remain a Union member in good standing for the duration of this Agreement. Should an employee at any time cease to be a member in good standing of the Union, the Company shall upon notification from the Union discharge such employee forthwith.

Each employee shall sign the proper authorization form which authorizes the Company to deduct dues, initiation fees and assessments from the employee's pay.

The Company shall deduct from each employee, an amount equal to the monthly Union dues. All dues, fees and assessments so deducted shall be remitted to the Union not later than the fifteenth (15th) day of the month following together with a list showing the amount deducted for each employee.

4. When the Company requires additional employees it shall contact laid-off employees, if any, who still retain their seniority rights under Article VII of this Agreement. If there are no laid-off employees, or if none of them are available, then the Company shall inform the Union Dispatch Office at Burnaby of its new employee requirements.

Hiring or rehiring of employees to be on seven (7) day basis for which the employee shall be paid twenty-five percent (25%) of monthly rate specified in Schedule "A" of this Agreement. Further pension benefits shall be remitted on the same basis as above.

The Union shall have at least forty-eight (48) hours' notice between Monday 8:00 a.m. and Friday, 5:00 p.m. to complete the dispatch.

When competent log barge crane operator or loaders are not available in the Dispatch Office of the Union at Burnaby, the Company may obtain operators elsewhere. Employees hired elsewhere shall have thirty (30) days in which to make application for membership in the Union or be replaced.

When employees are being hired, the Company shall be the sole judge of the employees' ability or qualifications as log barge crane operators or loaders.

ARTICLE V: EMPLOYEE RIGHTS AND RESPONSIBILITIES

1.
 - (a) There shall be no strike, lockout or stoppage of work while the provisions of this Agreement are in effect.
 - (b) The Company shall only discharge an employee for proper cause. If an employee on the seniority list feels that he has been improperly discharged, he shall have the right of Grievance and/or Arbitration under the terms of this Agreement.

ARTICLE VI: GRIEVANCE PROCEDURE

Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following procedural manner:

- (a) The employee or the Union, together with such person or persons as he or the Union may wish, shall take the matter up with the Company within thirty (30) calendar days.
- (b) Should a solution not be reached by step (a), then a Business Representative of the Union, accompanied by the employee if the employee or Business Representative so wish, shall discuss the matter with the Company. If a solution is reached, this shall be final.
- (c) If the procedures set forth in (a) and (b) above do not result in a solution being reached within seven (7) days of the first discussion between a Business Representative of the Union and a representative of the Company, or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to an Arbitration Board of three (3) persons appointed as follows:
 - (i) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
 - (ii) The party receiving the notice shall within five (5) days appoint a member for the Board and notify the other party of its appointment.
 - (iii) The two (2) Arbitrators, so appointed, shall confer to select a third person to be chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable Minister of Labour of Canada to appoint such third member.

The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the chairman, provided the parties may extend the time by agreement in writing.

If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place, or if the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an ex-employee should have been rehired, that ex-employee shall be employed by the Company and paid all pay which he would have enjoyed and accorded all rights, privileges and benefits which he would have enjoyed if he had been hired at the proper time, provided, that if it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, or date of failure to

rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Article, less any expenses which the employee has incurred in order to earn the wages so deducted, AND PROVIDED THAT the Arbitration Board, if circumstances are established before it, which, in the opinion of the Arbitration Board, make it just and equitable to do so, shall have authority to order the Company to pay less than the full amount of wages lost.

The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.

The Arbitration Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall implement it forthwith.

If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this Article.

The expenses and remuneration of the chairman shall be paid by the parties in equal shares.

Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

- (d) Any discharged employee may, within seventy-two (72) hours of his discharge, in writing require the Company to give him the reasons for his discharge, and the Company will give such reasons to him in writing, within seventy-two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the discharge of such an employee, only the reasons so set forth in writing shall constitute cause.

ARTICLE VII: SENIORITY

- 1. (a) The Company shall at least once every year, post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company. The Company shall forward to the Union a copy of each list on the date of its posting. No employee shall be placed on the seniority list until he has been employed for one hundred and eighty (180) calendar days at which time his date of employment will be backdated for seniority list purposes. The seniority list will be in accordance with Company seniority. "Any employee who wishes to dispute the correctness of the seniority list shall do so not later than sixty (60) days from the date of posting, otherwise the list shall be deemed correct."
- (b) An employee who accepts an appointment ashore with the Company for a period of up to three (3) years, the employee shall accumulate seniority for three (3) years and then his seniority shall remain dormant until such time that he returns as an employee of this bargaining unit.

2. When a permanent vacancy occurs within the bargaining unit, it shall be posted and eligible employees will be given twenty-one (21) days in which to apply. The Company may temporarily assign an employee to fill the vacancy. Final selection shall be made within thirty (30) days of posting, on the basis of ability, qualifications, and seniority. Abilities and qualifications being equal, seniority shall apply.

The Company shall continue the practice of mailing all new job postings to the employee's home address.

When new Loaders are hired, there shall be a probationary period of 180 days worked within a 2 year period. After 90 days there shall be a review by the loading crew and the Company to evaluate the Loader's progress. If the Loader is to continue, there will be another similar review prior to the end of the 180 day probationary period, at which time the decision to retain the Loader or not will be made. There may be up to an additional 60 day probationary period if required.

At any time during the probationary period, a new Loader may be elevated to a full position or dismissed.

3. A laid-off employee shall retain his seniority and recall rights with the Company for **twenty-four (24)** months after the date of layoff.
4. When vacancies occur, the Company shall rehire laid-off employees according to their seniority and the principle of last man off, first man on, shall prevail. The Company shall make personal contact with laid-off employees.
5. If a laid-off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employee's service with the Company by reason of such layoff.
6. ***Employees are allowed two refusals before recall rights are deemed abandoned.***
7. Layoff Pay:
 - (a) An employee shall be given two (2) weeks' notice of layoff or two (2) weeks' pay in lieu of notice.
 - (b) An employee with a minimum of six (6) months' service with the Company who is laid off shall be paid two (2) weeks' layoff pay, two (2) weeks from the date of layoff. If the period of layoff is less than two (2) weeks, then the employee shall be considered still on the payroll of the Company and no layoff shall have deemed to have occurred.
 - (c) An employee with a minimum of one (1) year's service with the Company who is laid off shall be paid four (4) weeks' layoff pay, four (4) weeks from the date of layoff. If the period of layoff is less than four (4) weeks, but more than two (2) weeks then the employee shall be considered still on the payroll of the Company and shall have two (2) weeks' credit in case of any subsequent layoff.
 - (d) An employee shall be entitled to layoff pay as defined above during each calendar year (i.e. January 1st to December 31st).

- (e) An employee shall not be entitled to layoff pay during a strike or lockout between the Company and the Union.
- (f) Layoff pay shall be based on the employee's regular monthly salary at the date of layoff.

8. Severance Pay:

- (a) In the event of amalgamation, sale or loss of any of the log barges referred to in this Agreement, automation or technological change causing an employee permanent loss of employment with the Company and such employee has a minimum of two (2) years' service he shall be entitled to severance pay as follows:
 - (i) During the first four (4) years of service - four (4) weeks' pay.
 - (ii) During the fifth (5th) and succeeding years of service - one (1) additional week's pay to a maximum of **twenty-six (26)** weeks.
- (b) Severance pay shall be based on the employee's regular rate of pay at the date of his severance.
- (c) ***Actual time worked to be accumulated when calculating severance pay.***

8. Sections 3 - 7 inclusive shall not apply to discharge for cause or voluntary quits.

ARTICLE VIII: VACATIONS

- 1. The Company shall give each employee an annual holiday which will be allocated on the basis of seniority and based on the following entitlements:
 - (a) An employee shall receive a two (2) week vacation upon completing a term of one (1) year's service as an employee and upon the completion of each year of service thereafter shall receive a two (2) week vacation. He shall receive as vacation pay for each vacation period four percent (4%) of his gross earnings for the work year immediately preceding the vacation period.
 - (b) An employee shall receive a three (3) week vacation upon completing a term of three (3) years' service as an employee and upon the completion of each year of service thereafter shall receive a three (3) week vacation. He shall receive as vacation pay for each vacation period six percent (6%) of his gross earnings for the work year immediately preceding the vacation period.
 - (c) An employee shall receive a four (4) week vacation upon completing a term of seven (7) years' service as an employee and upon the completion of each year of service thereafter shall receive a four (4) week vacation. He shall receive as vacation pay for each vacation period eight percent (8%) of his gross earnings for the work year immediately preceding the vacation period.
 - (d) An employee shall receive a five (5) week vacation upon completing a term of fourteen (14) years' service as an employee and upon the completion of each year

of service thereafter shall receive a five (5) week vacation. He shall receive as vacation pay for each vacation period ten percent (10%) of his gross earnings for the work year immediately preceding the vacation period.

- (e) An employee shall receive a six (6) week vacation upon completing a term of twenty (20) years' service as an employee and upon the completion of each years' service thereafter shall receive a six (6) week vacation. He shall receive as vacation pay for each vacation period twelve percent (12%) of his gross earnings for the work year immediately preceding the vacation period.
- (f) With respect to time off for vacations, two (2) weeks of vacation time off shall be given between June 15th and September 15th for everyone if possible. If it is not possible, preference for summer vacation shall be subject to seniority the employees to work out their own schedules. This summer vacation time to be in addition to time off. It is expected that any other vacation time off owing will be given in the winter months when the barge is not normally as busy.
- (g) In the event an employee who is entitled to a two (2), three (3), four (4), five (5), or six (6) week annual vacation permanently leaves the employ of the Company after he had his vacation he earned for the previous service year, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) as the case may be, of his gross earnings for the portion of the service year in which he ends his employment for which no vacation has been paid.
- (h) In the event an employee permanently leaves the employ of the Company before he is entitled to two (2) weeks' vacation, he shall receive as vacation pay four percent (4%) of the gross earnings he received while in the employ of the Company.

The entitlements of an employee under this section shall at no time be less beneficial than those he would be entitled to under the provisions of any government legislation or any order or regulations made thereunder.

- 2. (a) Prior to an employee going on his vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay, the total of the employee's gross earnings for the year of service for which he is receiving his vacation and how the vacation pay is calculated. i.e., on a percentage or weekly basis. An employee shall be paid all vacation pay in one payment at least one (1) day before the beginning of the annual vacation.
- (b) An employee's scheduled vacation period shall not be changed by the Company or the employee within the one (1) month period immediately preceding the start of the vacation period without the consent of the employee concerned.
- (c) Each employee shall be required to take the full annual holiday period that he is entitled to under the provisions of this Agreement.
- (d) ***On layoffs of less than 3 months, payout of vacation pay to be at employee's option.***

- (e) The Company will post vacation schedules not later than January 31st in any given year; and further that employees are required to indicate their preference of vacation period not later than March 31st of the same year.

ARTICLE IX: GENERAL HOLIDAY PAY

1. The General Holidays referred to in this Article are as follows:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Easter Monday	British Columbia Day (1st Monday in August)	

Plus any other legal holiday introduced by the Government of Canada.

For each General Holiday above, every employee shall be entitled to:

- (i) A normal day's pay for each such holiday to be paid on the next regular pay period, OR
- (ii) one day off with pay for each such holiday, to be taken in conjunction with his next annual vacation period, OR
- (iii) one day's normal pay for each such holiday to be taken upon cessation of employment with the Company for any reason.

The choice between (ii) and (iii) above to be determined by which comes sooner -- cessation of work or annual vacation.

2. If a General Holiday falls in an employee's scheduled vacation period, then an extra day's pay shall be added to such an employee's vacation pay or an extra day off with pay shall be given to such an employee in conjunction with his vacation, the above to be at the option of the employee concerned.
3. Except in cases of emergency or due to circumstances clearly beyond the control of the Company, employees shall not be required to work on the three (3) day period consisting of December 24th, 25th and 26th.

Where due to the exceptions noted above employees are required to work all or any part of this three (3) day period they shall not be required to work during the three (3) day period consisting of December 31st, January 1st and 2nd.

ARTICLE X: WAGES

1. The Company shall remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in. The job classifications and applicable wage rates shall be those agreed upon and set out in Schedule "A", attached hereto, and forming part of this Agreement.

2. In addition to the basic, one per month pay periods, a mid-month advance will be available to all employees if they so desire.

The Company will issue to each employee a separate or detachable itemized statement with each monthly pay showing the amount of base pay owing plus all premium pay payments. The statement shall also show the total wages for the pay period and the total deductions therefrom.

ARTICLE XI: TRANSPORTATION AND ACCOMMODATION

1. The Company shall arrange for, and assume all cost of, the transportation of employees from their home port to work locations and return.
2. When an employee is performing his normal duties, either working, travelling or laying over, in connection with a log barge, the Company shall provide such an employee with accommodation and all meals at no cost to such an employee. If there is an attending tug present at a work location then such accommodation and meals shall be provided aboard it and if there is no attending tug present at a work location then such accommodation and meals shall be provided at a logging camp or other suitable place.

This section shall not apply to an employee who is working at repairs and maintenance at home port.

3. Employee vehicles can be used on Company business only if authorized by the Company.
4. When an employee's vehicle is used on Company business, the employee will be reimbursed on the basis of forty cents (40¢) per mile.
5. The Company agrees to reimburse the employee for the difference between standard rate and business rate insurance to those employees requested by the Company to use their vehicles on Company business.
6. An employee shall arrange with the Company for adequate insurance coverage before using his motor vehicle on Company business.
7. It shall not be a violation of this Agreement for an employee to refuse to use his motor vehicle on Company business.
8. As a trip allowance, each employee will receive **seventy-five dollars (\$75.00)** per trip.

This shall not apply to call-outs for dockside maintenance and repair.

THIS ARTICLE TO BE SUBJECT TO UNDERSTANDING BETWEEN THE CREW AND THE MANAGEMENT OF THE COMPANY.

ARTICLE XII: WELFARE, PENSION PLAN AND ACCIDENT INSURANCE

1. Welfare & Travel Accident

- (a) Welfare: The B.C. Marine Industry licensed officer benefit plan coverage in force as of April 30, 1990 will continue to apply to employees covered by this Agreement, for the duration of the new Agreement, through D.A. Townley & Associates Ltd.

In summary form, following are the plans and the levels of benefit coverage (specific details of plan continue to be governed by existing policies):

B.C. Medical Plan (MSP)	
Life Insurance -	\$100,000.00 (increased to \$105,000 effective May 1, 2003)
A.D. & D. -	\$90,000.00
Weekly Indemnity -	65% (52 weeks 1,1,7 max. \$950.00 week)
Long Term Disability -	66-2/3% of first \$2,250.00 of monthly salary, plus 40% of next \$3,000.00 of monthly salary, plus 30% of next \$3,000.00 of monthly salary (max. \$4,500.00 month)
Dental -	Plan A - 100% (\$1,750.00 annual maximum)
	Plan B - 50% (\$1,750.00 annual maximum)
	Plan C - 50% (\$2,000.00 lifetime maximum)
Extended Health Benefits -	\$50.00, \$75.00 deductibles
i.e. Vision -	\$150.00
Hearing Aids -	\$500.00

Employees who are laid off shall have the option of maintaining benefit coverage as outlined in the B.C. Marine Industry Standard Welfare Plan for a period of two (2) months commencing the first of the month following the date of layoff with the cost shared equally (50/50) between the Company and the employee.

- (b) Travel Accident: The Company will carry and pay for \$200,000.00 travel insurance for each employee. Such coverage shall be for:
- (i) public and private transportation
 - (ii) portal to portal transportation

All of the above benefits are fully paid by the Company with the exception of L.T.D. which shall be paid by the employee. Fifty percent (50%) of the cost of the L.T.D. shall be remitted by the Company into the Pension Plan. This is in addition to normal remittances.

2. Copy of the plan and policy shall be given to each employee and form part of this Collective Agreement.

3. Pension:

The Company shall contribute monthly to the Operating Engineers' Pension Plan on behalf of each employee the following amounts:

8% of basic monthly rate
increased to 8½% effective May 1, 2002

Loaders may request payroll in writing to submit monthly voluntary contributions to either one of the following:

1. Operating Engineers' Pension Plan,
2. Phillips, Hager & North R.R.S.P. Plan,
3. Laurentian Financial Services R.R.S.P. Plan.

Loader to be responsible for monitoring their own Revenue Canada contribution limits.

ARTICLE XIII: CREWS AND TRIPS

1. The Company shall set up permanent employee units and each such unit shall be termed a "crew". Each crew shall remain intact except those employees hired for relief work.
2. Each crew shall be permanently assigned to a specific self-loading log barge and kept intact except during vacations, barge damage, barge tie-up, illness or layoffs of barge crews.
3. Each crew shall perform its duties on a cycle basis in compliance with Article XIV, Section 1.
4. A "trip" for purposes of this Agreement shall be defined as the loading or the partial loading of a log barge and the dumping (or unloading) of such load or partial load, and all travelling involved. A "trip" shall also include all layovers.
5. Each crew while on a trip shall be made up of not less than four (4) employees or three (3) employees and a head loader. Each crew while on a trip shall have at least four (4) qualified employees or three (3) qualified employees and a qualified head loader directly assigned to crane and/or loader operator duties.
6. If an employee has missed a meal while travelling, the Company will supply the employee with a hot meal as soon as one is available at no cost to the employee. The Company shall provide the Head Loader with sufficient cash to meet the expense needs.
7. When required to travel by air, only reputable airlines or air charter companies will be used. When travelling from airport to airport, Vancouver to Port Hardy, Vancouver to Sandspit, etc., the aircraft will have the following minimum standards:

Twin engine, turboprop, pressurized, IFR equipped. The aircraft must be certified to a service ceiling of 25,000 feet. It must be capable of maintaining this altitude with a flight crew of two, five passengers and their luggage and sufficient fuel on board to meet Transport Canada requirements and IFR reserves. The cabin pressurization system must be able to maintain a minimum cabin pressure equivalent altitude of 10,000 feet and cabin heaters must be able to maintain a minimum of 200 C cabin temperature at altitudes up to and including 25,000 feet for the duration of the flight. If requested by the loading crew, the flight crew must be willing and able to demonstrate these capabilities at the time of request. If the aircraft is a Beechcraft King Air 200, it shall be equipped with a spar strap or

alternatively be inspected in accordance with Transport Canada regulations. On trips exceeding 200 Kts miles the aircraft will, if practical, be equipped with reclining seats for all passengers.

The flight crew will consist of 2 pilots, with the following minimum qualifications. The captain will be Commercial Pilots Licensed certified with 1500 hr. TT, 1000 hr. multi, 500 hr. IFR, and 50 hr. on type. The FO will be CPL certified multi IFR certified with 15 hrs. minimum on type.

When travelling between airport and loading or unloading sites, and it is impossible to use aircraft and crew with the above specifications, local twin or single engine, float or wheel equipped, fixed or rotary wing aircraft may be used. Any employee(s) safety concerns will be dealt with in accordance with Section 128 of the Canada Labour Code.

Employer agrees that upon request from the Union, it will instruct Carrier to supply the following information confirming it meets the above criteria of being a reputable carrier:

- i. Air Operator Certificate
- ii. Canadian Transportation Agency License
- iii. Certificate of Insurance
- iv. Aircraft's Certification of Airworthiness
- v. Registration with WCB

ARTICLE XIV: HOURS OF WORK

1. It is agreed that the basic working schedule shall be four (4) weeks on and two (2) weeks free and clear of duty subject to the Letter of Understanding between the Union and the Company. Employees hired for relief work shall receive two (2) weeks off with pay or two (2) weeks' pay in lieu of time off for each four (4) weeks worked.

2. The Company shall keep a daily record of the number of hours an employee works, travels or lays over.

Each employee shall keep a monthly record of hours and submit same to the Company by the tenth (10th) of the following month. If the employee fails to submit the record of hours as specified above, he shall forfeit his claim for the excess hours referred to in Article XIV, Section (6) for that two (2) month period.

3. An employee shall be credited with the actual number of hours worked.

4. Non-Dump Standby:

The Company shall continue the practice of crediting four (4) hours standby time when an employee is requested by the Company to standby for a non-dump.

5. Every effort will be made to notify the employees of calls to work to eliminate having to standby at home for indefinite periods.

When an employee is called to stand by for an unscheduled trip, he shall be credited with four (4) hours standby each calendar day in accordance with Article XVI (c) and (d).

6. Travel:

If an employee travels for more than twelve (12) hours in a calendar day he shall be credited with the actual hours traveled (authorized by the Company). If an employee travels less than twelve (12) hours in a calendar day he shall be credited for his actual hours of travel and/or standby to a maximum of twelve (12) hours in that calendar day.

For the purpose of this Agreement, travel shall be defined as the employee actually being in transit in some form of transportation, i.e. car, boat, plane, and shall include time spent standing by in a depot or terminal awaiting such transportation.

Tug Travel - After all normal means of transportation have been exhausted, the Company may transport employee(s) by tug. The employee shall be paid his hourly rate for each hour of travel to a maximum of ten (10) hours in each twenty-four (24) hours of travel, (starting and stopping on each leg of travel). Any such paid time will be credited as hours of work.

7. If an employee is on extended lay-over for a calendar day he shall be credited with eighteen (18) hours for that calendar day for purposes of calculating annual hours worked.

8. Monthly hours shall be calculated on a two (2) month basis, and any hours in excess of three hundred twenty-two (322) in a two (2) month period shall be credited at time and one-half and shall be taken by the employee in time off free and clear of duty. Such excess hours shall continue to be calculated in his annual hours as per Article XIV, section (11). An employee may at his discretion combine this time off with his annual vacation period, subject to the Company having the right to approve the overall vacation schedule.

If an employee has excess hours in the two (2) month period the excess hours shall be divided by eight (8) to arrive at the number of days free and clear of duty:

e.g. 80 hours divided by 8 = 10 days
84 hours divided by 8 = 10 days
85 hours divided by 8 = 11 days

9. Call-Out:

If an employee is called out during his rest period, he shall receive a minimum credit of two (2) hours and subsequent time credited in one-half (1/2) hour increments.

10. An employee called in on his time off to load a barge shall be paid **eighteen hundred dollars (\$1,800.00)** per trip.

11. If an employee's total hours worked in any calendar year exceeds two thousand and eighty (2080), minus annual vacation hours and General Holiday hours, as required by the Canada Labour Standards Code, he shall be paid double time for all hours worked which exceed that figure.

Payment or banking of hours as provided for in Article XIV, Section 8; Article XV; Article XVI, Section 2(b), and 2(c) shall be at the employee's option, subject to the following:

- (a) The employee shall make an election on January 1st and July 1st of each year, that hours be paid in cash or banked.
- (b) ***Overtime bank preference to be arranged by letter from employee and would not change again until notified by employee.***
- (c) At June 30th and December 31st of each year, hours banked for the preceding six (6) month period shall be converted to days (as per formula contained in Article XIV, Section 8) and taken as time off in the following six (6) month period. At the end of this following six (6) month period, any days not taken as time off shall be paid out in cash.
- (d) Days off referred to in this section shall only be taken at a time mutually agreed between the employee and the Company, consistent with the efficient operation of the business.

Employees shall not request such accumulated time during the months of June to September inclusive.

ARTICLE XV: PREMIUM PAY

An employee(s) who performs the duties listed below shall receive for such work a premium rate of pay. The premium rate of pay shall be calculated at time and one-quarter (1-1/4) of the hourly rate of pay.

- (a) When requested to work on the employees' rest period (excluding end of load call-out);
- (b) When requested to do welding (for the continuance of the operation);
- (c) When requested to do dozer boat repairs;
- (d) When requested to do pumping with pumps, other than vessel pumps;
- (e) ***When requested to do G.M.'s***
- (f) When requested to do grapple repairs (excluding stub lines);
- (g) When requested to do major breakdown repairs (an employee shall be notified if a claim for premium pay is to be disallowed);
- (h) Head loaders or assistant head loaders shall keep up to date lists of repairs and maintenance required on each barge. This work is to be performed in town. The repair work or maintenance performed on a trip that appears on the list shall attract premium pay.
- (i) The minimum payment for such work set out above shall be a minimum of one (1) hour, to be computed thereafter in half-hour increments.
- (j) The head loader or assistant head loader will be responsible for initialing all claims for premium pay.

- (k) An employee receiving such premium pay has the option of receiving cash or taking equivalent time off. Upon request by the employee, such time off will be taken at the Company's discretion consistent with the efficient operation of the business. An employee shall not request such accumulated time during the months of June to September inclusive.
- (l) The conditions listed above will be waived when layoffs due to lack of work, extended repairs, forest closures, (fire or snow), strikes or lockouts, etc. are in effect for operators not involved in productive loading operations.

ARTICLE XVI: MAINTENANCE AND REPAIRS

1. All regular hours worked on in-town maintenance and repair will be counted as hours worked under Article XIV and will be paid in accordance with Article XIV.
2.
 - (a) On in-town maintenance and repair the Company shall not call more than two (2) crew members at one time unless the job is to be completed in eight (8) hours or less, in which case the four (4) man crew may be called, provided there is adequate space for all crew members to be working at one time. Any employee who works in excess of every other day shall have those days paid or banked at the time and one-half rate.
 - (b) Any time worked in excess of eight (8) hours during a calendar day on in-town maintenance and repair shall be banked at double time and converted to days as per formula contained in Article XIV, section 8.
 - (c) When an employee is called in to work before completing his regular time off all hours worked shall be banked at time and one-half for the first eight (8) hours and at double time thereafter, and converted to days as per formula contained in Article XIV, section 8.
 - (d) Days banked under section 2 (b) and (c) of this Article may be combined with an employee's annual vacation or taken at some other time mutually agreed between the employee and the Company.
3. An employee required to work on in-town maintenance or repair shall be credited with a minimum of four (4) hours. An eight (8) hour rest period shall be given such employees between the completion of maintenance or repair and the commencement of maintenance and/or loading operations.
4. An employee shall be credited with a total of one (1) hour travel time to and from the barge when working on in-town maintenance and repair.

ARTICLE XVII: GENERAL PROVISIONS

1. It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized trade union and an employer with whom the picketing union has a dispute.

2. The Union may select or appoint a Shop Steward to represent the employees and the Union shall notify the Company as to the name of such Shop Steward. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
3. Safety regulations regarding log barges set by the Department of Transport shall be strictly adhered to by both Company and employees.
4. Tools for the repair and maintenance will be provided by the Company. These tools will remain the property of the Company. The crane operators will act in a responsible manner in the care and keeping of the tools. Tools may be charged to the employee if not returned.
5. The Company shall supply gloves and hard hats complete with suspensions at no cost to the employee. The Company will also supply and maintain coveralls at no cost to the employee. Employees will be reimbursed for the purchase price of work boots or rain gear, to a maximum of **one hundred twenty dollars (\$120.00)** per year.
6. The Company shall supply a floatation jacket to each employee once every two years at no cost to the employee.
7. Business Representatives shall have access during luncheon period to the place of employment of the employees covered by this Agreement in the carrying out of their regular duties, provided they check with the office before so doing.
8. The Company will recall laid-off employees to perform customary dockside maintenance and/or repair work that is required. Payment for such work shall be at the regular straight time hourly rate.
9. Bereavement Leave:

Every employee is entitled to and shall be granted, in the event of the death of a member of his immediate family, bereavement leave on any of his normal working days that occur during the three (3) days immediately following the day of the death.

Every employee who has completed three (3) consecutive months of continuous employment by the employer and is entitled to bereavement leave is entitled to such leave with pay at his regular rate of wages for his normal hours of work, and such pay shall for all purposes be deemed to be wages.
10. No employee who, prior to the date of this Agreement, was receiving more than the rate of wages as set out in the Schedule attached hereto or working less hours than stipulated in this Agreement, shall suffer a reduction of wages because of the adoption of this Agreement.

Nothing herein contained shall preclude higher wages being paid to employees of special ability.

Signed this _____ day of _____, 2002.

FOR PARTY OF THE FIRST PART

FOR PARTY OF THE SECOND PART

RIVTOW MARINE LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

SCHEDULE "A"

CLASSIFICATIONS and WAGES:

	<u>May 1/01</u>	<u>May 1/02</u>	<u>May 1/03</u>
Loader	\$6,372.00	\$6,531.00	\$6,727.00
Assistant Head Loader	6,572.00	6,806.00	7,002.00
Head Loader	6,822.00	7,056.00	7,252.00

Probationary Loader rate of 65% of Loader rate subject to a Letter of Understanding regarding the probationary period.

At the Company's option, fully trained "Floater" Loaders may be paid at the Assistant Head Loader rate.

When an employee works relieving in a higher wage position, he will be paid the higher wage during any such period, or as an alternative be paid a permanent rate higher than the rate of the relieving employee; such rate to be mutually agreeable to both parties.

For all purposes under this Agreement, an employee's base straight time hourly wage rate shall be derived by dividing his current monthly salary by one hundred and seventy-three (173).

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

RIVTOW MARINE LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

This letter is to confirm that our present work schedule for the Rivtow Carrier and the Straits Logger of four (4) weeks on and two (2) weeks off will remain in force. However, if there is a reduction in volume of work for the barges and a reduction of hours of work for the operators, a committee will be expedited consisting of Company, Local 115 and the employees affected. The Committee will meet prior to any proposed changes to review and arrive at a decision beneficial to the parties concerned.

If the Committee fails to reach a decision within ten (10) days then a single arbitrator shall decide the issue in question. The arbitrator shall meet with the parties and render a decision within fourteen (14) days. The arbitrator's decision shall be final and binding.

Signed this _____ day of _____, 2002.

FOR PARTY OF THE FIRST PART

FOR PARTY OF THE SECOND PART

RIVTOW MARINE LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #2

BY AND BETWEEN:

RIVTOW MARINE LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

This Letter of Understanding shall take effect upon date of ratification and may be amended or cancelled by mutual consent. The Parties commit to review the terms of this Letter if loading operations change significantly

The provisions of the Collective Agreement are modified to the extent identified herein. However, the basic working schedule of four (4) weeks on and two (2) weeks off is to remain intact for all posted employees and in no way altered by the Letter. Relief Loaders will not be required to work more than four (4) weeks without being offered two (2) weeks off.

Article XIII - Crews and Trips

The working schedule shall reflect six (6) men per barge, plus one (1) floater (i.e., total 19).

Article XIV - Hours of Work

1. The Company may request a loader, assistant head loader or head loader to voluntarily work overtime to fill in gaps in the work schedule.
2. The Company shall post the holiday schedule after it is filled out. Employees who wish to be available to cover for relief work may put their names on the holiday schedule for the relief weeks that they are available. To be by seniority - bottom up.
3. Each employee may cover two (2) weeks; these weeks are not to be consecutive. In the event that the work schedule is not covered, employees may cover additional weeks by seniority, and work two (2) consecutive weeks, starting with the most senior employee.
4. ***When all barges are utilized, overtime trips shall be filled within the crew unit, providing stability and familiarity within that unit, also providing our customers with the quality of service that is expected.***
5. Employees must have a twelve (12) hour rest period between trips.
6. Other than when emergencies beyond the control of the Company arise, two (2) day's notice of cancellation must be given by either party if:

- (a) the employee cannot cover the week(s) agreed upon.
- (b) the Company has no need to have the week(s) covered.

If no load appears in an overtime week and/or no notice of cancellation is given by the Company, the Company shall pay the employee forty (40) hours at the current straight time hourly rate.

- 7. Employees will be paid **eighteen hundred dollars (\$1,800.00)** or one (1) week's banked time for each trip worked.
- 8. In the event of a lay-off, a sufficient number of laid-off employees shall be rehired to prevent overtime trips from being worked by current employees, subject to the availability of laid off employees.

Signed this _____ day of _____, 2002.

FOR PARTY OF THE FIRST PART

FOR PARTY OF THE SECOND PART

RIVTOW MARINE LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115