

SALMON SEINE COLLECTIVE AGREEMENT

Between

CANADIAN FISHING COMPANY

And



UFAWU-Unifor

Effective: April 16, 2023 to April 15, 2024

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 - UNION RECOGNITION..... 1

ARTICLE 2 - UNION MEMBERSHIP 2

ARTICLE 3 - CHECK-OFF 2

ARTICLE 4 - MUTUAL INTEREST..... 3

ARTICLE 5 - SALMON PRICES..... 4

ARTICLE 6 - OTHER CHARGES, FEES, AND METHODOLOGIES 5

ARTICLE 7 - BENEFITS..... 6

ARTICLE 8 - DISPUTE RESOLUTION..... 7

ARTICLE 9 - TERMINATION OR REVISION 8

MEMORANDUM OF AGREEMENT 10

MEMORANDUM OF UNDERSTANDING 12

AUTHORIZATION TO DEDUCT UNION DUES UFAWU-UNIFOR 13

SIGNATURE PAGE 14

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

Salmon Seine
Collective Agreement
Between
UFAWU-Unifor
And
Canadian Fishing Company

PREAMBLE

THIS AGREEMENT is entered into between Canadian Fishing Company, the party of the First Part, hereinafter referred to as the Company and the United Fishermen and Allied Workers' Union-Unifor, the Party of the Second Part, hereinafter referred to as the Union.

WHEREAS: It is the intent and purpose of the Parties hereto that this agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and equitable disposition of grievances and to eliminate interruptions of work and interferences with the proper operations of the Company's business, and to negotiate and maintain mutually satisfactory terms of agreement including prices, benefits, and other provisions for the employees covered by this Agreement.

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

ARTICLE 1 - UNION RECOGNITION

- 1.01 The Company shall recognize the Union as the exclusive collective bargaining agent for all employees covered under this Salmon Seine Collective Agreement specifically, all Salmon Seine Boat Crew Members employed by Canadian Fishing Company including Captain/ Skippers/ Engineers/Mates/ Cooks/ Deck Hands/ and Crew members who own the seine boat, and crew members who share ownership of the boat, in the Province of British Columbia (hereby referred to as Canadian Fishing Company Seine Crew Members).
- 1.02 In event of a dispute or grievance, the Company shall recognize a Committee of Boat Delegates designated by Union seine crew at a plant or unloading station.
- 1.03 The Union shall advise the Company in writing of the names of members of the Committee of Boat Delegates.
- 1.04 When hiring help on Company owned or partially owned vessels, the Company shall give preference to Union members. To facilitate application of this condition the Union shall, from time to time, submit to the Company a list of unemployed Union members with details of their experience.

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

ARTICLE 2 - UNION MEMBERSHIP

- 2.01 All salmon seine crew, fishing for Canadian Fishing Company are covered by this Collective Agreement and must be a member or become a member of the UFAWU-Unifor as a condition of employment.
- 2.02 Any employee who is not a member of the Union may be admitted into the Union on application and payment to the Union of such initiation fees as is provided by the Constitution of the Union. The Company shall deduct such initiation fees from the employee's income after the crew member's first opening and forward it to the Union along with the Company's contact information for the employee.
- 2.03 All employees who are now members of the Union and all employees who become members of the Union shall maintain their membership during the term of this Agreement as a condition of employment. Maintenance of membership as a condition of employment shall be restricted to the payment of dues.
- 2.04 Dues authorization is a one-time event, and the authorization stands into future years.
- 2.05 There shall be no discrimination, interference, restraint, intimidation or coercion exercised or practiced by the Company or by any of its representatives. The Company agrees that there shall be no discrimination exercised or practiced with respect to any employee by reason of membership or activity in the Union.

ARTICLE 3 - CHECK-OFF

- 3.01 All employees classified in this Agreement, as a condition of employment, shall sign an authorization to have dues deducted from their pay.
 - 3.01.1 Dues shall be set according to the Constitution of the Union and the Union shall provide the Company with the amounts. Minimum dues will be paid right after the crew's first attended opening and the balance of Union dues owing, according to the Union's sliding scale dues chart, will be deducted by the Company at the end of the season.

The Company will hold back annual dues for crew members on all vessels (private and company), according to the union dues chart and based on an estimated 4/11^{ths} / 7/11^{ths} share income. The minimal payable dues amount (\$36), and all applicable new Member initiation fees (\$30), will be held back by the Company after first delivery and remitted to the Union at the beginning of the season. The Company will remit the balance of Union dues owing for all crew members, whether fishing on private or company vessels, at the end of the season based on the Company 4/11^{ths} / 7/11^{ths} share formula and advise Members of the amount of dues remitted on their behalf. Any discrepancy in dues based on actual settlement income becomes the responsibility between the Union and the Member.

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

- 3.01.2 For Company owned vessels, signed authorization will be obtained from employees during vessel safety orientations, organized by the Company.

For joint venture and privately-owned vessels, the Company will obtain signed authorization for annual dues deduction from employees on forms provided by the Union and distributed through Company fish tickets and annual information binders provided to each vessel at beginning of the season. The Company will ensure that signed authorization is collected at the time of delivery with Company fish slips at the time of the first landing, and subsequently after a crew change. Authorization is a one-time requirement to be signed by members at the time of employment and permits the Company to deduct annual dues thereafter.

The Union will help to facilitate this process with their members (vessel skippers and crew).

- 3.01.3 If any person seeking employment under the terms of this Agreement refuses to accept this condition of employment as set out Article 2 and Section 3.01 then such person shall not be hired. If a person who refuses to pay initiation or dues is already hired by the skipper, their employment must cease while fishing for or delivering salmon to the Company.

- 3.02 An employee may, by written individual authorization to the Company have the initiation fee and up to a maximum of one year's arrears of Union dues or assessments deducted by the Company and forwarded to the Union.

- 3.03 The Company shall forward to the UFAWU-Unifor, by the 15th of every month, all employee remittances that have been made to the Union (including initiation fees, dues and assessments) in the month prior accompanied with a full list showing names, Social Insurance Numbers and contact information of all employees for whom deductions have been made and the individual amount of the deduction.

ARTICLE 4 - MUTUAL INTEREST

- 4.01 The Company shall acquaint management with the terms and conditions of this Agreement, and the Company's responsibilities thereunder.

- 4.02 Neither the Company, superintendent in charge, or any agent or employee of the Company, nor the Union, or any delegates of the Union has the power or authority to change the provisions of this Agreement.

- 4.03 The prices in this Collective Agreement are minimum prices and the Company can pay increased prices over those in this Agreement as long as the Company is in accordance with Section 6.03.

- 4.04 By June 15th of each year, the Company will send the Union a list of the vessels they believe will be salmon seine fishing for them in the up-coming season. Upon

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

August 1st, the Company will supply a further list of all those vessels who have fished for the Company to date and any vessels that may be fishing for the Company in the next few months. By November 1st, the Company will send to the Union a complete list of the seine vessels who fished for Canadian Fishing Company that season. These lists shall include the skipper's names and phone numbers.

- 4.05 The Company will receive a list of crew names of who is fishing from each vessel (at first opening and subsequently after crew change), prior to and as a condition of the Company purchasing fish from that vessel. This list shall be sent to the Union upon request.
- 4.06 The Company must not dismiss or discipline an employee fishing on a seine vessel, wholly or majority owned by Canadian Fishing Company or Jim Pattison Enterprises, except for just and reasonable cause.
- 4.07 The Committee of Boat Delegates shall cooperate with and assist the Company in the maintenance of Company fire, safety and sanitary regulations. A Sub-Committee of Boat Delegates shall act as the Dock Safety Committee and shall be party to discussions of any safety issues at the Company floats including accident investigations.
- 4.08 A Bulletin Board shall be placed in a conspicuous place for Union material at all the Company plants, Company unloading stations and Company floats.
- 4.09 UFAWU-Unifor staff and officers will not be impeded by the Company from visiting the Company docks or floats to talk or meet with the Company seine crew. The Company will co-operate with the Union in any attempt to resolve any issues of an individual or fleet level regarding the Collective Agreement, and will not deny Union staff representation to any member in any meetings.

ARTICLE 5 - SALMON PRICES

- 5.01 (a) The following minimum prices shall apply from April 16, 2023 to April 15, 2024 for all seine caught salmon, except where Article 5 (b) & 5 (d) apply:
 - Pink salmon: \$0.15 per pound
 - Chum salmon: \$0.65 per pound
 - Sockeye salmon: \$1.15 per pound
 - Spring salmon: \$1.40 per pound
 - Coho salmon: \$0.50 per pound
- (b) The following minimum prices shall be paid for the following salmon species specific to catch area and/or delivery location:

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

- (i) North Coast-caught pink salmon, delivered to Port Hardy: \$0.20 per pound.
 - (ii) South Coast-caught pink salmon: \$0.35 per pound.
 - (iii) South Coast-caught chum salmon: \$0.80 per pound.
- (c) All agreed minimum prices are an after-lease price, except for the minimum price paid for sockeye salmon ITQ allocated to a vessel's base license, as reflected in Article 5 (d).
- (d) The following before-lease minimum price applies to sockeye salmon ITQ allocated to each vessel's base license. This price applies at time of settlement for all vessels; Company vessels are subject to the Company vessel salmon seine share arrangement MOA:
- (i) Base-license sockeye salmon ITQ: \$1.50 per pound.

5.02 The Company shall provide to all seine crew a copy of deliveries with poundage and price paid. This shall be given to a seine crew member within two (2) weeks upon their having stopped fishing for Canadian Fishing Company or for crew members who have finished the season, within two (2) weeks of the end of the season. Prior to season's end, the price could reflect an in-season price before adjustments.

ARTICLE 6 - OTHER CHARGES, FEES, AND METHODOLOGIES

6.01 Packing Charges

A packing fee of between five cents (\$0.05) and fifteen cents (\$0.15) per pound will be paid to the vessels that are directed by Canadian Fishing Company to a specific region (Lower Mainland/Port Hardy/Prince Rupert) away from what would be considered the "normal" delivery site. Any packing fees paid to wholly owned Company vessels will be shared with the crews on a 7/11^{ths} / 4/11^{ths} basis.

6.02 Competitive Prices

Should Canadian Fishing Company, during the term of this Agreement, pay a price higher than set out in this Collective Agreement, then the Company shall make the higher price applicable to all vessels of the same gear operating in the area where the higher price is in effect and for the same period.

Where premium prices are being paid by the Company for quality production or specific handling/dressing of the product, then the Company shall make this premium price applicable to all vessels of the same gear operating in the area and supplying this quality production.

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

6.03 Methods of Poundage Buying

All the salmon purchased on the grounds or at the plants shall be weighed at the time of original delivery and the weight so recorded shall constitute the basis for payment.

ARTICLE 7 - BENEFITS

7.01 United Fishermen's Benefit Fund (UFBF): The Company shall contract the services of the UFBF to provide medical and dental coverage to their salmon seine employees on the following basis:

(a) Core Plan (includes Loss of Life or Funeral Benefit; Shipwreck; Medical Travel; Hospital or Residential Addictions Treatment Program)

The Company will pay one hundred percent (100%) of the Core Plan premiums for all Seine Crew Members under the following conditions:

1. The crew member must have fished for the Company for the majority of the previous season, and has returned to fish for the Company with the intention of completing the present season.
2. Before the end of July, Canadian Fishing Company will send the UFBF a list of all the crew members who have returned to fish for the present season and are eligible for the Core Plan. The UFBF will automatically enroll them in the Core Plan. Crew members will be covered for the Core Plan as long as they remain fishing for the Company for the majority of the present season.

If a crew member fishes for the Company for the majority of the previous season, the Company will pay the Core Plan premium to the UFBF by September 1st of the present calendar year.

If the crew leaves the employ of the Company before having worked for the majority of the present season, the employee will be responsible for Core Plan premiums if they want to have Core Plan coverage and qualify under the UFBF Bylaws.

(b) Full Plan (Includes all Core benefits as well as Weekly Indemnity, Extended Health and Dental)

The cost of the premiums for the Full Plan is to be shared 50% / 50% for both single or family coverage. Seine crew members who sign up and pay for the Full Plan under the UFBF will pay half of the cost of premiums directly to the UFBF and the Company will pay to the UFBF the equal amount by September 1st of the present calendar year.

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

To qualify for the Company contribution the seine crew member must have fished:

1. the majority of the previous salmon season for the Company and;
2. the majority of the salmon season for the Company to September 1st of the present calendar year, unless there is agreement between the Company and the crew member that permits the seine crew member to have fished for less than the majority of the salmon season.

(c) Cost of Premiums

The cost of UFBF premiums for the Core Plan is presently \$200. The premiums for the Full Plan are \$700 for a single and \$1,400 for a family. The Union will advise the Company of any increases to the UFBF premiums within two (2) weeks of policy renewal. If the cost of UFBF premiums increase disproportionately to the annual cost of living, the Union will meet with the Company within one (1) month of the notice of increase to discuss using a different provider at the Company's request.

7.01.1 Eligibility Disputes

If a crew member is deemed by the Company to be ineligible for either the Core Plan or the Company premium coverage, the member will be granted an opportunity to review their eligibility. The eligibility review shall be between the crew member, the Union and the Company after the salmon season, with final approval to be determined by the terms of the Collective Agreement, unless the Company is persuaded, due to special circumstances, to pay their Plan premiums.

7.02 Training: The Company believes in ongoing marine training and certification and will support employees who wish to pursue marine safety training or obtain a Transport Canada marine certificate.

The Company agrees to provide support for employees at its discretion to acquire marine training and certification.

ARTICLE 8 - DISPUTE RESOLUTION

8.01 Grievance Procedure:

Step One: the crew member, with or without a Boat Delegate or Union Representative, should raise the issue with the Company seine manager or the responsible Company official.

Step Two: The Union shall meet with the Company on the issue, with or without the grieving crew member, to attempt resolution.

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

Step Three: Within thirty (30) days after the Company and Union have agreed that they have reached an impasse, the Company or Union can refer the issue to arbitration.

8.02 Arbitration:

If a difference arises between the Union and the Company (the parties) relating to the dismissal or discipline of an employee employed on a boat wholly or majority owned by Canadian Fishing Company or Jim Pattison Enterprises, or to the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the three steps in 8.01 Grievance Procedure, notify the other party in writing of its desire to submit the difference to arbitration under sections 8.02, (a), (b) or (c).

- (a) Consensual mediation-arbitration: The parties can jointly apply for Consensual Mediation-Arbitration under BCLRA 2022 section 105.
- (b) Expedited Arbitration: Either party can refer the grievance to Expedited Arbitration under BCLRA 2022 section 104. Application must be made within fifteen (15) days of the completion of the steps in this Agreement's grievance procedure.
- (c) Arbitration: Either party can refer the grievance to Arbitration within thirty (30) days of the completion of the steps in the Grievance Procedure. The parties must agree on a single arbitrator, the arbitrator must hear and determine the difference and issue a decision, which is final and binding on the parties and any person affected by it. Nevertheless, if the parties agree, the grievance may be referred to a panel of three arbitrators, one (1) picked by each party and the third a chair picked by the two (2) arbitrators or any other mutually agreed upon arbitration process.

ARTICLE 9 - TERMINATION OR REVISION

The effective date of this Agreement shall be April 16, 2023. This Agreement shall terminate on April 15, 2024, provided that one of the Parties to the Agreement gives written notice of such termination to the other Party not later than the 15th day of February 2024 except for the Article 5.01 under Article 5, Salmon Prices, which shall automatically terminate April 15th, every year regardless of notification.

Any such notice of termination shall further require the other party to the Agreement to commence collective bargaining. If no such notice of termination is given, except for Article 5.01 which automatically terminates on April 15th every year, the Agreement shall thereafter remain in effect from year to year, provided that it may be terminated in any year after 2024 on its anniversary date (that is, on the 16th day of April) by one Party to the Agreement giving to the other Party to the Agreement, not later than the 15th day of February in the year in which the Agreement is to be terminated, written notice of such termination and a written requirement to the other Party to commence collective bargaining.

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

MEMORANDA:

MOA - SEINE SHARE ARRANGEMENT

MOU - PRICE AGREEMENT RE-OPENING: The Company and the Union agree to the re-opening of price negotiations specific to south coast pink and south coast chum salmon as outlined within the MOU as attached.

SALES SLIP DUES ASSIGNMENT FORM: The Company and Union agree on the format and content of the Sales Slip Dues Assignment form as attached.

MOA MARINE STEWARDSHIP COUNCIL (MSC) CERTIFICATION: The Union and the Company have agreed to collaborate jointly to request the Province of British Columbia to petition, and work with, the Department of Fisheries and Oceans Canada to conduct and provide the scientific research and data required to achieve MSC certification for Canadian pacific salmon.

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

MEMORANDUM OF AGREEMENT

Between
Canadian Fishing Company
And
United Fishermen & Allied Worker's Union - Unifor

Salmon Seine Share Arrangement

- 1.0 The Company and Union have negotiated a salmon share agreement that will apply to Company vessels until April 15, 2024.
- 2.0 The following share arrangement shall apply to wholly owned the Company vessels and be used for the calculation of seine shares for the 2023 season and shall apply to all Articles of the Collective Agreement.
- 3.0 Share Arrangement
 - (a) Total Revenue

The total revenue shall be calculated by the poundage times, the minimum price or grounds price (whichever is greater), per opening.

Packing charges shall be included in the gross value.
 - (b) Common Expenses

From the total revenue shall be deducted the common expenses of the fuel, lubricating oil, BCSMC levy, validation costs.
 - (c) Net Income

The resultant balance is the total net Income. The total net Income shall be divided on the basis of eleven (11) equal shares; seven (7) shares to the crew and four (4) shares to the gross boat share.
 - (d) Gross Crew Share

The seven (7) shares to the crew shall be called the Gross Crew Share. Crew expenses (food and first aid supplies) shall be deducted from the Gross Crew Share to determine Crew Earnings. The Crew Earnings shall be divided equally among the members of the crew.
 - (e) Gross Boat Share

The four (4) shares to the boat shall be called the Gross Boat Share. Seven percent (7%) of the Gross Boat Share is the Captain's commission, eighteen percent (18%) of the Gross Boat Share is paid to the owner of the net, and the remaining seventy-five percent (75%) is paid to the owner of the vessel.

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

(f) Crew changes

If there are crew changes, the company, in conjunction with the skipper, shall calculate the payments to the crew members who are not fishing the whole season, so that each crew member receives a proportionate share of the catch and pays a proportionate share of expenses.

Any perceived unfairness shall be brought to the attention of the Captain and the Company or the Union and the member will be granted an opportunity for a review. The eligibility review shall be between the crew member, the skipper, the Union, and the Company, after the salmon season, with final approval to be determined by the terms of the Collective Agreement.

(g) Year-End Adjustments

Year-end adjustments are in addition to the actual grounds price paid by the company towards the share price agreement between the vessel and crew. These adjustments, if warranted, are made on an individual fishery and species basis.

For company vessels, any year-end price adjustment will consider the stated company objective of reaching a final price split, where crews would maintain at least a forty-five percent (45%) share of what would become the final fish price.

Any year-end adjustments shall also be apportioned to all crew members as above.

(h) Clarity and Transparency

Company boats will receive a fulsome copy of the share agreement (7/11^{ths}) for easy reference by crew members.

A spreadsheet shall be given to each crew member with the above calculations made in a clear and easily decipherable manner, in accordance with Section 5.02 of the Collective Agreement.

Signed on behalf of
Canadian Fishing Company:

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Phil Young
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Phil Young
VP Fisheries and Corporate Affairs

Signed on behalf of
UFAWU Unifor:

DocuSigned by:
James Lawson
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James Lawson
President

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

MEMORANDUM OF UNDERSTANDING

Between
Canadian Fishing Company
And

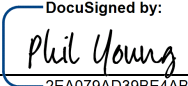
United Fishermen & Allied Worker's Union - Unifor

Salmon Seine Collective Agreement – Price Agreement Re-Opening

The parties to this agreement are the United Fishermen and Allied Workers Union-Unifor, referred to hereafter as “the Union”, and the Company Ltd., referred to hereafter as “the Company”.

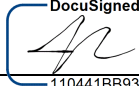
1. This agreement applies only to the parties on behalf of the minimum prices paid by the Company for south coast pink and south coast chum salmon for the 2023 salmon seine season.
2. After discussing prices, market and seasonal outlook, the parties reached an agreement on minimum prices to be paid for all seine-caught salmon for the 2023 salmon season, in accordance with Article 5(a) Salmon Prices. A final written price agreement offer from the Company has been recommended for acceptance by the Union members. These prices apply from April 16, 2023 – April 15, 2024.
3. Prior to signing the Collective Agreement, the Company has informed the Union that due to global market changes, the Company may choose to not buy salmon at all the agreed-upon minimum prices, for the stated reason, that paying these minimum prices could cause unforeseen financial risk to the Company. Specifically, the minimum prices at issue are the \$0.35 and \$0.80 agreed to for south coast pink and south coast chum salmon, respectively.
4. The Union and the Company agree that upon notification by either party, negotiations will re-open for the price of south coast pink and/or south coast chum after the 2023 MOS has been signed. Notification will be given to re-open price negotiations for south coast pink salmon prior to September 1st, and for south coast chum prior to September 15th.
5. It is understood by both parties that the minimum prices for south coast pink and south coast chum salmon as per Article 5.a) Salmon Prices will remain in place unless, and until, a new price is mutually agreed upon by both parties.
6. If the parties are not able to come to a mutual agreement on a new price, the Company can give notice that they will not buy south coast pinks within three (3) days prior to the fishery opening for south coast pinks, and within seven (7) days of the fishery opening for south coast chums.

Signed on behalf of
Canadian Fishing Company:

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Phil Young
VP Fisheries and Corporate Affairs

Signed on behalf of
UFAWU Unifor:

DocuSigned by:

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James Lawson
President

Salmon Seine Collective Agreement between UFAWU Unifor and Canadian Fishing Company

AUTHORIZATION TO DEDUCT UNION DUES UFAWU-UNIFOR

I understand that as a condition of my employment I must apply for and maintain membership in UFAWU-Unifor.

I hereby apply for membership to UFAWU-Unifor. I promise to abide by its Constitution and I authorize UFAWU-Unifor to be my exclusive collective bargaining agent.

My signature below also authorizes Canadian Fishing Company to deduct annual dues and the one-time thirty-dollar (\$30) initiation fee from fishing income payable to me and remit it to the UFAWU-Unifor. Signing of this authorization is a one (1)-time requirement with acknowledgement that my authorization will remain applicable for subsequent years.

Union dues are calculated using a graduated scale according to income earned during salmon seine operations where product is sold to Canadian Fishing Company. The earnings will be calculated according to the standard "7/11ths " Canadian Fishing Company Share Agreement, including employment on privately owned vessels where the Share Agreement may differ from the standard Company 7/11ths share structure. The sliding scale of dues (below) **sets a minimum rate of thirty-six dollars (\$36)** paid from your first opening with the balance deducted from your settlement at the end of the season.

Earnings	Dues
\$0 to \$2,500	\$36 minimum payable
\$2,501 to \$5,000	\$50
\$5,001 to \$10,000	\$100
\$10,001 to \$20,000	\$200
\$20,001 to \$60,000	\$375
\$60,001 to \$100,000	\$450
\$100,000+	\$500
One-time initiation fee	\$30

Printed Name	SIN	Vessel	Date	Phone	Witness	Signature