

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SEAFARERS' INTERNATIONAL UNION OF CANADA

AND

COASTAL SHIPPING LIMITED

-Licensed Personnel-

Effective: January 1, 2010 to December 31, 2014

13422 (02)

ARTICLE 1 - PURPOSE AND SCOPE

1.01 The purpose of this Agreement is:

- (a) To establish terms and conditions of employment and related matters for employees covered by this Agreement;
- (b) To establish a procedure for final settlement of differences concerning the interpretation, administration, application or alleged violation of any of the provisions of this Agreement.

1.02 This agreement applies to all licensed personnel employed on board the vessels owned and or operated by Coastal Shipping Limited.

1.03 The Company acknowledges the Union **as** the sole bargaining agent for employees covered by this Agreement **as** referred to in the CIRB certification dated July 26, 2004

1.04 The Company operates, owns, manages ships in Canada, in both home trade voyages **as** well in foreign voyages **as** defined by the Canada Shipping Act. It is recognized by the parties that the bulk of the trade is in the Atlantic Provinces.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Company has and shall retain the exclusive right to manage its business and direct its working forces in the most economical manner possible, consistent with the terms and conditions of this Agreement. The Company **has** the right to hire, discipline and discharge for just cause, and promote employees in accordance with the provisions of this Agreement.

2.02 The right of any employee to employment with the Company will be conditional upon the employee:

- a) being medically fit to perform his/her duties and be in possession of a valid Transport Canada medical fitness card.
- b) meeting requirements referred to in Letter of Understanding No. 3

The Company reserves the right to require a medical examination of any present or future employee at any time by a medical practitioner approved by Transport Canada, and to require certification from a medical practitioner that the employee or applicant for employment **is** physically fit to perform the duties of the job in question. Where the Company requires a present employee to undergo a medical examination (apart from any examination required to maintain the employee's medical fitness card), the Company will pay the fee charged for the examination. The examination shall be conducted on Company

time and all expenses including wages and transportation shall be paid by the Company. This paragraph also applies to those employees who are off on leave.

2.03 The Company shall not be obliged to hire applicants for employment who have restricted access to a foreign port or do not possess the qualifications or meet the requirements of Letter of Understanding no. 3.

Permanent employees and all new hires who have restricted access to a foreign port shall within 12 months from the date of signing this agreement, or for new hires the date they are hired, to obtain a waiver to permit them to enter a foreign port.

ARTICLE 3- DISCRIMINATION

3.01 The Company will not discriminate against **an** employee because of membership in the Union or activity authorized herein on behalf of the Union or for exercising his/her rights under the Canada Labour Code or **as** provided by this Agreement.

3.02 The Union agrees not to intimidate or coerce or threaten employees in any manner that will interfere with or hinder the effective carrying out of this Agreement and the principles contained herein, and will assist and co-operate with the Captain and other management representatives of the Company in maintaining discipline aboard ship.

3.03 The Company and the Union agree that they will not threaten, intimidate or **unlawfully** discriminate in the workplace against any employee for reasons of race, national or ethnic origin, colour, religion, age, sex (including pregnancy and childbirth), marital status, family status, disability (**as** under the Canadian **Human Rights Act**), a conviction for which a pardon has been granted or political affiliation with a legitimate political party.

ARTICLE 4 - UNION MEMBERSHIP AND DUES DEDUCTION

4.01 An employee covered by this agreement who is not a member of the Union shall, within sixty days worked make application for membership in the Union and become a member.

4.02 The Company agrees to maintain in its employ only members of the Union in good standing. "Good standing" is herein interpreted to mean that a member has not failed to pay the periodic dues, and initiation fees uniformly required to be paid by all members of the Union.

4.03 The Company shall not be required to discharge any employee under paragraphs (4.01) and (4.02) above unless and until a qualified replacement is available, subject to the Captain's determination and the grievance procedure.

4.04 The Company agrees to deduct initiation fees and/or monthly Union dues in respect to all employees covered by this Agreement in the amounts **as** established by the Union.

The Company also agrees to deduct and remit to Union Headquarters any other amount or money when requested to do so by the Union, provided that the Union holds the Company harmless against any claims arising from the deduction.

All amounts required to be deducted by the Company by this article shall be remitted to the Union Headquarters no later than the **28th** of the month following the end of the pay period.

4.05 The Company agrees to include the amount of union dues deducted from **an** employee's pay on the employee's **T-4** slip.

4.06 The Company agrees that during the period this Agreement is in effect, at the option of the Company, personnel may be hired through the offices of the Union and closest to the location of the vessel for which the request is made. If required, the Union shall supply the name of the employee along with copies of relevant discharged book entrances, certificates of compliances along with a copy of the applicants' passport to be dispatched as soon **as** such name is determined to the person having made such a request.

4.07 If required, the Union agrees that its dispatch facilities shall be available **as** follows:

- a) The Union Dispatch Hall shall be open Monday through Friday from **09:00** hours to **17:00** hours.
- b) Subject to the conditions of paragraph (f) below, shipping shall be conducted at all ports in accordance with the above-stated hours, Monday through Friday.
- c) Telephone numbers of Union officials in each port shall be furnished to the Company in case of emergency calls for employment.
- d) Outside the hours of **09:00** hours to **17:00** hours, the Union Halls shall have an answering service available for incoming calls, which are received.
- e) The Union Dispatch Facility shall be closed on all statutory holidays specified in LOU # **4** herein and on all other federal and/or applicable provincial statutory holidays. Where such statutory holidays fall on a Saturday or a Sunday, the Union Dispatch Hall shall be closed on the following Monday or on the next juridical day should the following Monday be a statutory holiday.

- f) Any request for employees made by the Company by calling pursuant to c) or d) above outside the hours of **09:00** hours to **17:00** hours Monday to Friday or on a holiday shall be responded to and filled by the Union within the same time frame **as** a request made when the Union Dispatch Halls are open.

4.08 If called upon, the Union agrees to cooperate fully with the ship's officers and management **of** the Company in obtaining qualified, reliable employees to fill vacancies **as** they occur. When employees are requested, the Union agrees that the Company's requirements will be filled **as** quickly **as** possible.

4.09 When presenting themselves for employment, members shall remit a Union dispatch slip (if issued) and discharge book and a valid Medical Fitness Card to the Captain or designated ships' officer. Members who are refused for employment must be immediately furnished in writing with a valid reason for such refusal. If the member is not accepted by the Company **as** a result of or because of an error committed by the Company in placing a call for a replacement, the said member shall be reimbursed any and all reasonable transportation costs to and from the vessel, living expenses supported by receipts and shall receive one day's basic pay.

If a ship is delayed in transit and the employee must stay overnight waiting for the vessel, the Company shall pay reasonable living expenses supported by receipts until the arrival of the vessel or until the call is cancelled and, in the later case, the employee shall receive basic wages from the date on which the employee was to report to the vessel.

4.10 The right of any employee to employment with the Company shall be conditional upon the employee being medically fit to perform his duties and in possession of a valid Medical Fitness Card. The rights set out in this article 4.10 shall be applied in conformity with article 2.02.

4.11 It is the option of the Company to use the services of the Union Hall; in doing so, it is agreed that where the Union fails or is unable to fill a request for unlicensed replacement personnel acceptable to the Company within forty-eight (**48**) hours **of** the receipt of the Company's request, the Company shall be free to engage such licensed personnel **through** any other available source, subject to the following rules:

- a) Where an employee terminates his employment with the Company, he shall provide an officer with the statutory written notice of **7** days **as** required by section **313** of the Marine Personnel Regulations,. Such notice shall be in writing and in duplicate so that the employee can retain a signed copy from the officer. The Company may, at its option, request the Union to supply the required personnel,

If the Union is unable to dispatch the replacement personnel within forty-eight (**48**) hours, the Company may hire replacement personnel from any other source available on a temporary basis only.

- b) Where an employee terminates his employment without giving forty-eight (48) hours' written notice to an officer, the Company may, at its option, notify the nearest Union Hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only.
- c) Where an employee is discharged for cause, the Company may, at its option, notify the Union Hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch with the time limits required by the Company, the Company shall be free to hire replacement personnel, on a temporary basis only.

ARTICLE 5 - UNION OFFICERS BOARDING VESSELS

5.01 The Union agrees to notify the Company in writing of the name of its officers, ship's delegates and bargaining representatives and to inform the Company in the same manner of any changes. A union officer, ship's delegate or bargaining representative shall not act **as** such until the Company **has** been notified of his/her appointment but thereafter, the Company shall conduct all its dealings with the Union **through** these designated representatives.

5.02 The Company will permit the Union **to** post notice **of** Union meetings, elections, election results, appointments and social and recreational events or other legitimate Union business on crew's mess bulletin boards . In any case, the Captain will have the right to remove from the bulletin board anything inconsistent **with** the provision of this Article 5.02.

5.03 The Company agrees to issue annual passes to the Union's representatives for the purpose of consulting with employees aboard vessels of the Company covered by this Agreement. Representatives must first advise the Captain of the vessel of his/her presence. If the Captain is not available, the representative shall notify the Chief Engineer, if not available, the deck officer on watch.

5.04 The Union shall submit to the Company the name and relevant particulars of the bona fide Union members authorized to act **as** its representatives and the Company, upon receiving **from** any representatives a waiver, in form satisfactory to the Company, of any claim for any damage resulting from any accident or injury in or about Company property, shall thereupon issue an annual **pass** to each such representative enabling him/her to board the Company's vessels while in port for the purpose set out in this Article.

5.05 The Union representative shall not violate any provision of this Agreement or interfere with the operation of the ship or retard the work of the vessels, subject to the penalty of revocation **of** the pass granted by the Company pursuant to this Article.

5.06 The Company assumes no responsibility for securing annual passes to or through property owned or controlled by others, but the Company agrees to co-operate with the Union in securing such passes.

ARTICLE 6 - LABOUR-MANAGEMENT COMMITTEE

6.01 The Company and the Union agree to form a Labour-Management Committee consisting of senior Company and Union representatives to provide a forum for the discussion of any issue except matters which have been made the subject of grievance/arbitration procedure.

6.02 The Labour-Management Committee will meet upon the request of either party, within thirty (30) days of either party's request.

6.03 The parties will agree in advance on the agenda for each meeting. Minutes will be kept, circulated after each meeting, and signed off by the parties.

ARTICLE 7 - PROBATIONARY EMPLOYEES

7.01 An employee shall be considered to be a probationary employee until he/she has been employed by the Company in the bargaining unit for a period of one hundred and twenty (120) days within a 12-month period from original date of employment, working on a vessel excluding all lay-up and refit periods from the 120 day probationary period. During the period of probation, the employee's suitability for permanent employment will be assessed by the Company.

7.02 At any time during the period of probation, an employee may be released by the Company if the Company judges the employee unsuitable in carrying out their assigned duties for permanent employment. In the event a probationary employee grieves his/her release, the Company shall only be required to show that it acted reasonably and did not act in a manner that was arbitrary, discriminatory or in bad faith in judging the employee unsuitable for permanent employment with the Company.

ARTICLE 8 - SENIORITY

8.01 For the purpose of this Agreement an employee's seniority date shall be his/her start date with the Company.

8.02 The Company shall maintain a seniority list for permanent employees who are covered by **this** Agreement

The Seniority list shall be updated and distributed no later than each anniversary date of the Collective Agreement.

8.03 If two or more employees have the same seniority date, the crew member hired first shall be deemed to have the most seniority.

8.04 In the event **an** employee is promoted to a position outside this bargaining unit, he/she will continue to accrue seniority for a period of six (6) working months from the date of promotion, at the conclusion of which time he/she must either return to his/her former position in this bargaining unit or renounce his/her seniority in this bargaining unit.

8.05 In the selection of employees for promotion within the bargaining unit, where ability, **skills**, efficiency and qualifications are relatively equal, seniority will be the determining factor.

8.06 All permanent employees shall have preference for placement aboard Company vessels in accordance with Article 10. Under no circumstances shall employees with seniority be run into the hole while reliefs are employed except in circumstance of (1) normal crew changes and where **as** it is mutually understood by both employee and the Company that there will be no normal crew changes North of the Strait of Bell Isle, (2) mutual agreement between **an** employee and the Company.

ARTICLE 9 - LAYOFF AND RECALL

9.01 The Company agrees that in matters relating to the selection of employees for layoff and recall, where ability, skills, efficiency and qualifications **are** relatively equal, seniority will be the determining factor.

9.02 Notwithstanding the foregoing, where the Captain or Chief Engineer decides to lay off, twenty-four (24) hours written notice shall be given to the employees affected, stating thereon the reason for such layoff. Such notice may be in the form of **an** announcement placed on the ship's bulletin board.

9.03 **A** permanent employee who has conformed with article 7.01 (probationary employees) who is laid off will retain his/her seniority and the right to recall for work for a period of twelve (12) months from the date of layoff provided he/she reports to the Company for work when recalled. **An** employee who is recalled in conformity with the provisions of this Agreement and does not report for work will have his/her employment terminated for just cause.

9.04 Notice of recall will be by telephone and will be provided at least seventy-two (72) hours in advance of the scheduled report time unless exceptional circumstances do not permit this. It is the responsibility of the employee to ensure that the Company is always advised of how best to contact the employee for purposes of recall from layoff.

9.05 Recall will be by seniority to any of the Company's vessels, subject to the ability, skill, efficiency and qualifications of the employee to perform the work available to the satisfaction of the Company.

ARTICLE 10 - TOURS OF DUTY AND HOURS OF WORK

10.01 The normal tour of duty for employees on the vessels will be approximately sixty (60) days on board a ship followed by thirty (30) days of leave off ship. The Company will do everything possible to maintain this schedule but reserves the right to extend or shorten this schedule to allow the vessel to reach the port determined by the Company to be appropriate for employees to leave or join the vessel. However, considering that the vessel must reach a port where crew-change may normally take place, this adjustment may not exceed three (3) days before or after the scheduled date of crew change or sixty (60) days worked.

10.02 The regular working hours when an employee is on a vessel are eight (8) in each calendar day. Watchkeeping employees will normally work an eight (8) hour day consisting of two (2), four (4) hour watches, seven (7) days a week. Dayworkers will normally work eight (8) hours a day between the hours of 08:00 and 17:00, seven (7) days a week.

10.03 ~~shifts~~ shall be as assigned by the Captain with due consideration given to seniority and ability, skill, efficiency and qualifications.

10.04 Should an employee fail to report for duty as scheduled, the employee he/she was to replace must remain on duty until a substitute is secured.

10.05 When a vessel is in port, an employee may leave the vessel, but must return to the vessel not less than one hour (60 minutes) prior to his/her assigned shift or to the time of sailing, whichever comes first. The time of sailing will be posted on the notice board. Where an employee is directed by the Captain (or his/her designate) to be onboard the vessel in port after the completion of his/her watch or regular's day's work, or over and above his/her assigned shift, he/she will be paid for all such hours he/she is directed to be on board at the appropriate overtime rate.

The above paragraph shall not apply in foreign ports where shore leave is not recommended for reasons of civil strife, which may lead, to danger to crew and/or vessel.

10.06 With the prior approval of the Captain or Chief engineer, which shall not be unreasonably withheld, an employee may, while the vessel is in port, canalling or at anchor, make private arrangements with other employees to exchange watches thereby enabling him/her to go ashore. There shall be no additional cost to the Company (including the payment of overtime) as a result of any such exchange of watches.

10.07 If an employee misses a vessel due to the fact that it sails before the posted sailing time, he/she will notify the Captain by telephone within two (2) hours of the original posted sailing time, and if the employee joins the vessel at the first point where it can be boarded, he/she will be reinstated and reimbursed his/her transportation costs to the vessel, provided

he/she notifies the Captain **as soon as** possible of his/her intention to rejoin the vessel. There will be no break in service of the employee under these circumstances.

10.08 If **an** employee misses a vessel due to circumstances for which he/she cannot be held responsible, he/she will be reinstated provided he/she promptly notifies the Captain or the Company's office of his/her intention to rejoin the vessel and rejoins the vessel at the first point where it can be boarded. All transportation costs will be borne by the employee.

10.09 **An** employee may request additional time off over and above time **off** referred to in this Article, which shall be taken in conjunction with their 30 day time off period. Such requests shall be limited to once per year to a maximum of two (2) weeks per request.

Requests for additional time off must be submitted in writing at least fourteen (14) days prior to the taking of additional time off.

The Company has the right to approve a request under this Article but approval shall not be unreasonably withheld and is conditional upon a suitable replacement being available,

This provision for requesting time **off** is not intended to replace any existing arrangements or practices with respect to the granting of leaves of absence.

ARTICLE 11 - OVERTIME

11.01 All hours worked in excess of eight (8) hours in a day and forty (40) hours in a week are considered overtime.

11.02 Overtime worked will be compensated at the rate of time and one half an employee's regular hourly rate.

11.03 Employees will receive their pay in regular bi-weekly cheques during their time on a tour of duty and during their paid leave off ship. Each employee covered by **this** agreement will be paid each tour of duty day and leave day for 2 hours of pre-paid, fixed overtime pay. Should an employee work more overtime hours by the end of the calendar year than those for which he or she has received overtime pay, he or she may on or before January 31st of the following year submit such a claim with the appropriate approval documents **as** per article 11.04 of this agreement to the company for consideration, approval and payment.

Overtime will be recognized only when it has been approved in writing by the Captain for deck crew or the Chief Engineer for engine room crew prior to the overtime being worked.

11.04 No employee shall be required to perform more than sixteen (16) hours of continuous work, excluding meal hours, in a twenty-four (24) hour period.

11.06 The Captain will ensure that overtime work is distributed equitably among the employees within their classification.

11.07 Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of or rendering assistance to other vessels, lives, property or cargoes, will be performed at any time on immediate call by all employees and notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event will overtime be paid for the work performed in connection with these emergency duties of which the Captain will be the sole judge. Further, the Captain may, whenever he/she deems it advisable, require any employee to participate in lifeboat or other emergency drills without incurring overtime.

11.08 When an employee is called out to work overtime for less ~~than~~ one hour, he/she shall be paid not less than one (1) hour overtime pay. After the first hour, entitlement to overtime pay shall be in half hour increments, rounded upward to the nearest half hour from the actual length of time worked on the call out.

ARTICLE 12 - MEALS

12.01 Meal hours, when practicable, shall be **as** follows, unless otherwise directed by the Captain, but in no case shall the indicated hours be altered more than one half (1/2) hour in either direction, except in an emergency:

BREAKFAST from 07:30 hours to 08:30 hours

LUNCH from 11:30 hours to 12:30 hours

DINNER from 17:00 hours to 18:00 hours

Meal schedules will be reviewed from time to time and if changes are required (apart from changes to be made by the Captain pursuant to ~~this~~ Article 12.01) they will be made on consent of both parties.

12.02 A fifteen (15) minutes coffee break shall be allowed to each employee on each watch, and for employees on day work, each morning and afternoon. Coffee breaks for dayworkers will be taken **as** close to 10:00 hours and 15:00 hours **as** possible. For watchkeepers, coffee breaks will be taken **as** near **as** possible to the middle of the watch subject to the approval of the officer on watch.

12.03 Nutritious food will be provided for the employees at all meals, and will be available for night lunches for employees changing watch and those working overtime.

12.04 Employees will be given one half (1/2) hour per meal to eat. Should for some reason an event occur (other than **as** indicated in Article 11.07) that does not provide for an employee to have one half (1/2) hour to eat a meal, the employee will be credited with one (1) hour of work. For these crediting provisions to apply, the reduction in or disruption of a meal hour must be at the request or with the approval of the Captain.

ARTICLE 13 - WAGE ADMINISTRATION

13.01 The basic rates of pay for the employees covered by this Agreement shall be as set forth in the wage schedules in 13.04 Wages include any amounts required to be paid by statute on account of vacation pay and statutory holidays. A retroactive pay adjustment will be implemented upon signing of this Collective Agreement to adjust for the wage differences in what have been paid to employee's year to date and what is now agreed as wages rates under this Collective Agreement.

13.02 When an employee is temporarily assigned by the Master to a higher paid position, for a period of at least one (1) shift, for the purpose of replacing an employee who is injured, sick or absent, the employee will receive the rate of the position to which he/she has been temporarily assigned by the Captain. If assigned to a lower paid position for the purpose of replacing an employee who is injured, sick or absent, the employee will continue to receive the rate of his/her regular position rather than the lower rate of the position to which he/she has been temporarily assigned.

13.03 At the employee's request, wages shall be paid by way of direct deposit into the employee's bank account no later than Friday following the end of each pay period. The pay stub will be sent to the employee aboard the vessel or to the employee's home at the employee's request. Each employee must provide the company with an authorization for direct deposit and all relevant banking information and any changes thereto. There shall be no fees charged to the employees that have their pay deposited to an account in either of the Bank of Montreal, Scotiabank or Royal Bank of Canada in a bank account domiciled in Goose Bay Labrador..

13.04 Wage Scale (Sample calculations attached to LOU # 4)

Effective:	Jan 1 st , 2010	Jan 1 st , 2011	Jan 1 st , 2012	Jan 1 st , 2013	Jan 1 st , 2014
Chief Mate & 2 nd Engineer	24.95	25.55	26.20	26.85	27.50
2 nd Mate & 3 rd Engineer	18.67	19.10	19.58	20.07	20.56
3 rd Mate & 4 th Engineer	17.00	17.39	17.83	18.27	18.72
Electrician/4 th Engineer	18.67	19.10	19.58	20.07	20.56

ARTICLE 14 - PAID LEAVE SYSTEM

14.01 The Company will pay employees a regular bi-weekly pay cheque during their approximately sixty (60) days aboard the vessel and their approximate 30 days of paid leave

14.02 For every day worked, an employee is credited with one-half day's leave at his regular rate of pay.

14.03 Subject to Article 10 - TOURS OF DUTY AND HOURS OF WORK, an employee will begin his/her period of leave once he/she has earned thirty (30) days' leave.

14.04 No employee may accumulate more than sixty (60) days' leave and upon reaching this limit, must take a minimum thirty (30) days' leave.

14.05 Leave shall be granted for a minimum period of thirty (30) days and a maximum period of sixty (60) days.

14.06 Having regard to the need of the Company to be able to continue to operate its vessels with sufficient qualified employees at all times, the right to begin a period of leave is conditional upon the approval of the Company.

ARTICLE 15 - GROUP INSURANCE POLICY

15.01 The Company will provide the employees with a group insurance coverage including life insurance (inclusive of dependent life insurance), long-term disability insurance, health care (inclusive of vision care and prescription drugs) and dental care subject to the following conditions:

- (a) The Company reserves the right to change insurance carriers from time to time;
- (b) Upon the request of the Union, the Company will provide the Union with the financial justification for any change in benefits.

15.02 Premium costs shall be shared at a ratio of 50% by the Company and 50% by the employee.

ARTICLE 16 - TRANSPORTATION COSTS

16.01 Upon joining the vessel, employees are responsible for their own transportation to the nearest designated **airport**, unless the Company determines road transport is preferable, in which case the employee's transportation will be paid.

Upon leaving the vessel, the Company will pay the transportation cost from the vessel to the designated airport, unless the Company determines road transport is preferable, in which case the employee's transportation will be paid.

16.02 To be eligible to have the Company pay the transportation costs, the employee must complete his/her assigned tour of duty. If an employee quits or is dismissed, transportation costs will not be paid by the Company.

16.03 Whenever possible, an employee shall be given 96, but no less than 72 hours notice prior to joining the vessel. If the crewmember is not available at his normal place of contact 96 hours prior to his scheduled return to his vessel, he shall contact the office and provide new contact information. On the day of travel, either joining **or** leaving the

vessel, for a normal Tour of Duty, a crewmember shall be credited with one half day of work, and one half day of leave, regardless of whether the crewmember works that day or does not work that day.

16.04 In the event that an employee is transferred by the Company from one vessel to another vessel of the Company, the Company shall continue to pay the employee his/her regular day rate of pay, and benefits, and reasonable expenses during the time period necessary to enable **him/her** to make his/her transfer.

16.05 The Company will reimburse employees for reasonable hotel and meal expenses incurred in the course of following the Company's instructions with respect to joining a vessel, upon submission of bona fide receipts and vouchers.

The maximum allowable rate for said meals and hotel shall be fifteen dollars (\$15.00) per meal, exclusive of taxes, and ninety dollars (\$90.00) per room, exclusive of taxes.

16.06 If the Company requests an employee to attend to any Company business, without limiting the generality of the foregoing, it will be without loss of pay or benefits and the Company shall reimburse the employee for all reasonable expenses incurred by him/her upon the submission of acceptable receipts and vouchers.

16.07 In the event an employee is injured or becomes ill and a medical doctor determines that he/she must leave the vessel **as** a result, the Company will pay the employee's cost of transportation to the hospital or to the employee's residence.

ARTICLE 17 - EMPLOYEE RESIGNATION

17.01 When an employee decides to resign from employment with the Company, he/she must give the Captain the required 7 days notice under the Marine Personnel Regulations..

17.02 The Company will not pay the cost of transportation from the vessel to **an** employee's home where **an** employee resigns while working on board a vessel. Should an employee work less than **thirty (30)** days of his scheduled tour of duty, the Company shall be entitled to recover all related expenses incurred while joining the vessel.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 **An** employee who has completed the probationary period will be granted bereavement leave when death occurs to a member of his/her immediate family, that is, his/her father, mother, spouse, child, brother, sister and grandparents. The employee granted leave to attend the funeral **will** be paid at his/her basic rate for time **lost up** to a maximum of five (5) days.. The Company will pay transportation costs from the vessel to the employee's home under these circumstances.

The usual requirement for the required minimum statutory notice to leave the vessel shall be waived at the employees request, where there has been a death, or other emergency in the immediate family of the employee.

18.02 Employees will be entitled to reasonable leave of absence without pay in the event of either illness or injury to himself/herself or his/her spouse or children.

18.03 **An** employee returning from leave under Article 18.01 or 18.02 will notify the company's office seventy-two (72) hours in advance of the time he/she is ready to return to the vessel.

ARTICLE 19 - HEALTH AND SAFETY

19.01 a) **An** occupational Health and Safety Committee, having at least one S.I.U. of Canada representative on it, shall be established to promote safe and healthy working conditions for persons employed on vessels of the Company.

b) The Committee shall hold meetings as necessary but no later than every three (3) months unless both parties agree to postpone or cancel a meeting.

c) Each of the parties shall submit to the other **an** agenda of matters to be discussed at least thirty-six (36) hours prior to the meeting day.

19.02 No animals or pets will be permitted on board a ship.

ARTICLE 20 - DRUG AND ALCOHOL TESTING

20.01 The Union and the employees recognize that the company must have a "zero tolerance" drug and alcohol policy in place in order to transact business with the major oil companies.

20.02 The details of the policy and its implementation may change from time to time on advance notice to the Union and the employees but the primary elements of the policy (which is equally applicable to all members of the vessel crew) are:

- (a) there ~~will~~ be no **drugs** or alcohol permitted on board any of the Company's vessels at any time;
- (b) employees returning to the vessel from any shore leave must be in an absolutely sober condition;
- (c) random testing for drug and alcohol use will be performed without prior notice;
- (d) failure to comply with the policy will result in immediate dismissal.

ARTICLE 21 - DISCIPLINE

21.01 No employee shall receive a written reprimand or warning, be suspended or be dismissed, except for **just** cause.

21.02 Whenever a meeting between the Company and an employee is held for the purpose of imposing discipline, or to investigate a matter which could result in the discipline of that employee, the ship's delegate or, if the employee in question is the ship's delegate, another employee, will be present where possible.

21.03 Where an employee is discharged for cause or suspended **from** his employment, the Captain or Chief Engineer shall immediately **furnish** to the employee in writing the reasons for such discharge or suspension which the Captain or Chief Engineer shall sign.

21.04 The Company will not introduce **as** evidence in a discipline matter any document from the file of an employee, the existence of which the employee was not aware, at any time the document **was** placed in his/her file or within a reasonable period thereafter.

21.05 The Company agrees that it will not rely on those elements of an employee's discipline record which are in excess of twenty-four (24) months old. However, all disciplinary measures on **an** employee's record may be relied upon until a period of twenty-four (24) months has elapsed without any additional measures being taken against that employee.

21.06 Refusal of any employee to work **as** directed or to obey lawful orders of his/her superior officers may be grounds for dismissal. Any employee who leaves a vessel without being properly relieved will forfeit his/her job with the Company.

ARTICLE 22 - MARINE DISASTER

22.01 An employee who suffers loss of clothing or other personal effects because of a marine disaster or shipwreck will be compensated by the Company for such loss to a maximum of three thousand (\$3,000.00) dollars.

22.02 **An** employee or his/her estate making a claim under this Article will submit reasonable proof to the Company of the Actual value of the loss suffered. Such proof will be a signed affidavit listing the individual items and amounts claimed.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

23.01 **An** employee who is refused employment, discharged, suspended or laid off from his employment has the right to file a grievance with the Company through the Union within five **(5)** days **of** its occurrence subject to the procedure outlined herein.

23.02 Where the employee has a grievance while working on board a vessel, he must present his grievance on Standard Grievance Form (if available) to the Captain or Chief

Engineer with a copy to the ship's delegate within ten (10) days of the alleged occurrence.

23.03 Upon request of the grieving employee, the Ship's delegate shall assist in the grievance procedure. He shall not be subject to discipline for assisting the griever in the grievance procedure, provided such assistance does not interfere with the operation of the ship.

23.04 The Captain or Chief Engineer shall acknowledge receipt and reply to the grievance by completing and returning to the griever a duly completed Standard Grievance Form (if available) within ten (10) days of receipt of grievance.

23.05 If settlement is not achieved upon receipt by the griever of the Captain's or Chief Engineer's reply, the griever shall submit the Standard Grievance Form to the Union immediately.

23.06 Within thirty (30) days of the Captain's or Chief Engineer's reply, the union shall submit the duly completed Standard Grievance Form to the head office of the Company.

23.07 Within thirty (30) days of the date the grievance is submitted by the Union to the Company's head office, the Company shall reply to the grievance.

23.08 The Union shall also have the right to submit a grievance in writing to the representative of the Company on behalf of all the employees in the bargaining unit or a group or category thereof within thirty (30) days of the occurrence giving rise to the grievance. In both these instances above, the Company shall reply to the grievance as per clause **23.07** above.

23.09 A labour management meeting shall be held between the Company and the SIU prior to a grievance being referred to arbitration.

23.10 If the grievance is not settled at the meeting referred to in clause **23.09** of this Article, the grievance may be referred to arbitration within ten (10) days thereafter.

23.11 Any grievance involving the interpretation or alleged violation of the provisions of this Agreement which has not been settled to the satisfaction of the Company and the Union by conference or negotiation, may be submitted to an arbitration board. Matters involving any request for a modification of this Agreement or which are not covered by this Agreement shall not be subject to arbitration.

23.12 The arbitration board shall consist of one (1) Arbitrator who shall be jointly selected by the Union and the Company. This selection shall be made within ten (10) days after the request for arbitration has been made by either party to this Agreement. In the event that the parties fail within the **said** ten (10) day period to agree upon the selection of an Arbitrator, the matter may be referred by either party to the Minister of Labour for Canada, who shall select and designate the Arbitrator.

23.13 In the event the arbitration board is vacated by reason of death, incapacity or resignation, or for any other reason, such vacancy shall be filled in the same manner **as** is provided herein for the establishment of the board in the first instance.

23.14 A statement of the dispute or question to be arbitrated shall be submitted by both parties, either jointly or separately, to the Arbitrator within fifteen (15) days of his appointment. The arbitration board shall convene within twenty (20) days following the appointment of the Arbitrator unless otherwise mutually agreed by the parties, and shall render its decision **as** soon thereafter **as** possible.

23.15 The decision of the board shall be limited to the dispute **or** question contained in the statement or statements submitted to it by the parties. The decision of the arbitration board shall not change, add to, vary or disregard any conditions of **this** Agreement. The decisions of the Arbitrator which are made under the authority **of** this Arbitration Article shall be final and binding upon the Company, and the Union and all persons concerned.

23.16 The expenses, fees and costs of the Arbitrator shall be paid by the party to this Agreement found to be in default upon the Arbitrator's resolution of the grievance or, if the Arbitrator resolves the grievance in such a way that neither side shall be found wholly in the right, then the Arbitrator shall also establish the proper split of the expenses, fees and costs between the two parties in the proportion appropriate to the share of responsibility that each side had in the production of the grievance.

ARTICLE 24 - STRIKES AND LOCKOUTS

24.01 The Union agrees there **will** be no strikes or slow downs and the Company agrees there will be no lockouts, except **as** permitted by the provisions of the Canada Labour Code.

24.02 The Company will not expect the employees to cross a lawful picket line in an industry related to the business of the Company nor to perform the work of the people on strike. However, employees will be expected to remain on board the vessel and perform their regular duties.

ARTICLE 25 - GENERAL PROVISIONS

25.01 Nothing in this Agreement will be construed **so as** to affect the obligations of the parties under the provisions of the Canada Shipping Act, or other legislation, or to impair in any manner whatsoever the authority of the Captain.

ARTICLE 26 - SEVERANCE PAY

26.01 Permanent employees who are laid off, due to shortage of work shall retain recall, rights for up to twelve (12) months from the date of layoff.

Permanent employees for the purpose of this article shall be those employees with a minimum of one year's seniority with the Company.

Employee(s) who are laid off, due to shortage of work, shall retain recall rights for up to twelve (12) months from the date of lay off. Should they not be recalled during this time, they shall be severed and the Company shall pay each employee three (3) days basic pay for each full year of service.

Should an employee be offered a permanent placement, within the twelve (12) month period prescribed, and refuses the assignment, that employee will be considered to have self-terminated and no severance pay shall be forthcoming.

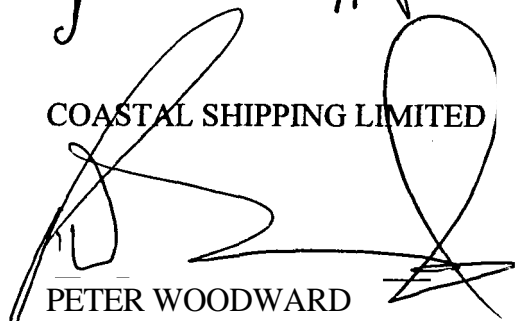
ARTICLE 27 - DURATION OF AGREEMENT

27.01 This Agreement shall take effect the 1st day of Jan, 2010, and shall remain in full force and effect until the 31st day of Dec, 2014, and from year to year thereafter unless written notice to bargain is given by either party to the other during the ninety (90) day period immediately preceding the expiry of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 19 day of

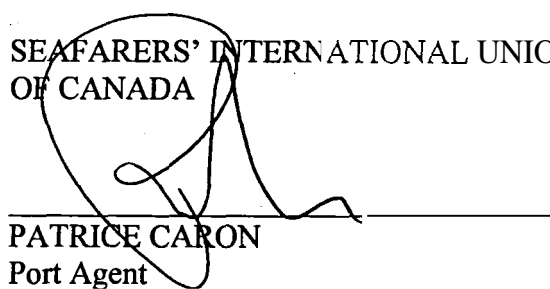
April, 2010.
11 12

COASTAL SHIPPING LIMITED



PETER WOODWARD
Vice-president Operations

SEAFARERS' INTERNATIONAL UNION
OF CANADA



PATRICE CARON
Port Agent



LETTER OF UNDERSTANDING - NO. 1

Re: Clothing Policy

This will confirm that the Company will continue to apply its clothing policy to the employees covered by this collective agreement.

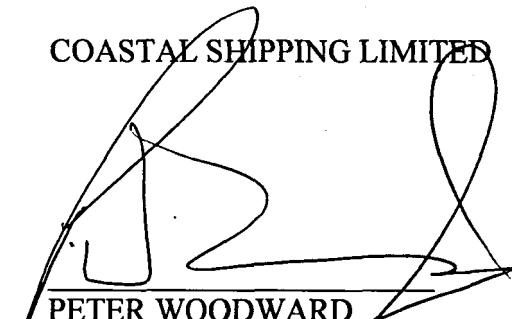
Pursuant *to* the policy, the Company supplies one (1) pair of coveralls to each new employee at the time the employee first goes to work on a vessel, and thereafter two (2) additional pairs of coveralls for all deck crew during the first twelve (12) months of employment and three additional pairs of coveralls for all engine room crew for each 12 month period. In each 12 month period one pair of coveralls shall be winter insulated coveralls. Subsequently, coveralls are replaced **as** needed, at the discretion of the Captain, to a maximum of three (3) pairs of coveralls per year for deck crew and four for engine room crew. Old coveralls **are** to be returned at the time of new issues and all new issues are to be signed for by the employee.

Each employee, upon completion of one year' service with the Company and the completion of each subsequent year of service, is paid a safety footwear allowance up to one hundred and fifty dollars (\$150.00) effective Jan 1st, 2010.

The Company reserves the right to change its clothing policy at any time. The Company does however agree that the overall benefit will never be less than what is in effect on Jan 1st, 2010, provided that the Union is informed prior to its implementation.

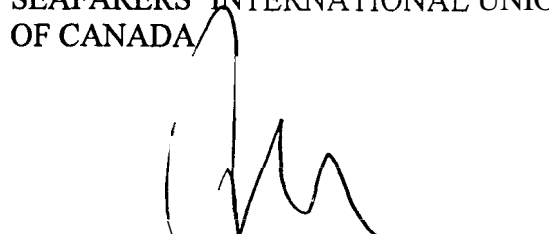
Signed at St John's NL, this 19 day of April, 2010

COASTAL SHIPPING LIMITED



PETER WOODWARD
Vice-president Operations

SEAFARERS' INTERNATIONAL UNION
OF CANADA



PATRICE CARON
Port Agent

LETTER OF UNDERSTANDING - NO. 2

Re: Manning Scale

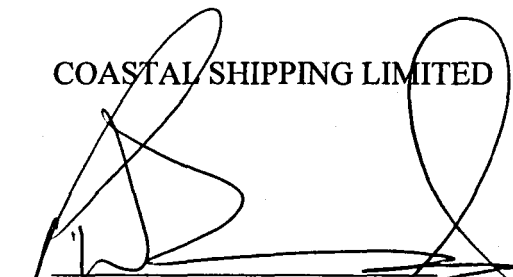
The Company agrees that effective the date of signing of this Collective Agreement, the manning scale for each of the four vessels covered by this Collective Agreement (TUVAQ, MOKAMI, Nanny and Dorsch) while the vessels **are** in operation, will be **as** follows for the life of the Collective Agreement **and** will not be reduced without the agreement of the Union:

	<u>TUVAQ</u>	<u>MOKAMI</u>	<u>Dorsch</u>	<u>Nanny</u>
Chief Mate	1	1	1	1
2 nd Mate	1	1	1	1
3 rd Mate	1	1	1	1
2 nd Class Engineer	1			
4 th Class Engineer	2	2	2	2
Electrician/4 th Class Engineer	1			
TOTALS	<u>7</u>	<u>5</u>	<u>5</u>	<u>5</u>

The **electrician/4th** class engineer shall be hired over and above the manning scale to work on the Company's vessels as determined by the requirements and needs of the Company. While employed, the electrician will benefit from the same conditions set in the collective agreement. Each employee will be paid the rate specified in this agreement for the position for which they are hired, regardless of the position they sign on for in the Articles of Agreement for the ship or their ticket held. As an example, there may be occasions when someone holding a higher ticket is offered and hired into a position for which they hold higher than needed qualifications but they will be paid the rate for the position into which they were hired.

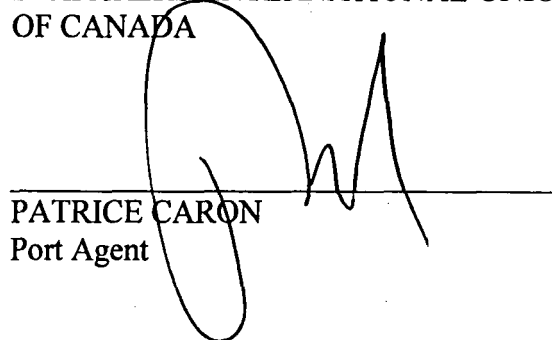
Signed at St John's NL, this 19 day of April, 2010

COASTAL SHIPPING LIMITED



PETER WOODWARD
Vice-president Operations

SEAFARERS' INTERNATIONAL UNION
OF CANADA



PATRICE CARON
Port Agent

LETTER OF UNDERSTANDING – NO. 3

Re: Employees Qualifications and Requirements

The minimum requirements for a candidate to apply for employment in positions covered by this Agreement are:

Vessel	Position	Certificate Of Competency	MED	TC Marine Medical	Marine Advanced First Aid	Tanker Endorseme
DORSCH	Chief Mate	Chief Mate Near Coastal Watchkeeping Mate Near Coastal	A1, B1, B2 C, D	Yes		OT2 or SOT OT1 or OCT. F
	2nd Mate	Coastal Watchkeeping Mate Near Coastal	A1, B1, B2, C	Yes		OT1 or OCT. F
	3rd Mate	Coastal	A1, B1, B2, C	Yes		F
	4th Engineer	4th Class Engineer Motor Ship	A1, B1, B2, C	Yes		OT2 or SOT OT1 or OCT. F
	4th Engineer	4th Class Engineer Motor Ship	A1, B1, B2, C	Yes		F
MOKAMI	Chief Mate	Chief Mate Near Coastal Watchkeeping Mate Near Coastal	A1, B1, B2 C, D	Yes		OT2 or SOT OT1 or OCT. F
	2nd Mate	Coastal Watchkeeping Mate Near Coastal	A1, B1, B2, C	Yes		OT1 or OCT. F
	3rd Mate	Coastal	A1, B1, B2, C	Yes		F
	4th Engineer	4th Class Engineer Motor Ship	A1, B1, B2, C	Yes		OT1 or OCT. F
	4th Engineer	4th Class Engineer Motor Ship	A1, B1, B2, C	Yes		OT1 or OCT. F
NANNY	Chief Mate	Chief Mate Near Coastal Watchkeeping Mate Near Coastal	A1, B1, B2 C, D	Yes		OT2 or SOT OT1 or OCT. F
	2nd Mate	Coastal Watchkeeping Mate Near Coastal	A1, B1, B2, C	Yes		OT1 or OCT. F
	3rd Mate	Coastal	A1, B1, B2, C	Yes		F
	4th Engineer	4th Class Engineer Motor Ship	A1, B1, B2, C	Yes		OT1 or OCT. F
TUVAQ	Chief Mate	Chief Mate Near Coastal Watchkeeping Mate Near Coastal	A1, B1, B2 C, D	Yes		OT2 or SO OT1 or OCT. F
	2nd Mate	Coastal	A1, B1, B2, C	Yes		F

3rd Mate	Watchkeeping Mate Near Coastal	A1, B1, B2, C	Yes		OT1 or OCT. F
2nd Engineer	2nd Class Engineer Motor Ship	A1, B1, B2, C, D	Yes		OT2 or SOT
4th Engineer	4th Class Engineer Motor Ship	A1, B1, B2, C	Yes		OT1 or OCT. F
4th Engineer	4th Class Engineer Motor Ship	A1, B1, B2, C	Yes		OT1 or OCT. F
4th Electrician/Engineer	4th Class Engineer Motor Ship	A1, B1, B2, C	Yes		OT1 or OCT. F
4th Engineer	4th Class Engineer Motor Ship	A1, B1, B2, C	Yes		OT1 or OCT. F

A1 and B2 are now collectively called STCW Basic Sa
 B1 is now called Proficiency in Survival Craft
 C is now called Advanced Fire Fighting

Signed at St John's N, this 19 day of April, 2016

COASTAL SHIPPING LIMITED

PETER WOODWARD
 Vice-President Operations

SEAFARERS' INTERNATIONAL UNION OF CANADA

PATRICE CARON
 Port Agent

LETTER OF UNDERSTANDING - No. 4 (See attachment)

RE: COASTAL SHIPPING LIMITED Leave System

Purpose:

COASTAL SHIPPING **LIMITED** operates a "Two on/One off" Leave System.

Tour of Duty:

The Company requires a "Tour of Duty" to be a **minimum of 56** days and maximum **of 63** days or often described as "approximately" 60 days on board ship, followed by 30 days off the ship. Tour of duty may be extended beyond 63 days upon written application to Head Office outlining valid reasons for request. Such requests shall be limited to two (2) times per year to a maximum of two (2) weeks per request.

An employee may request additional time on provided that a permanent employee on leave does not have paid lay days expired.

Requests for additional time on must be submitted in writing at least fourteen (14) days prior to the taking of additional time off.

The Company has the right to approve a request under this Article but approval shall not be unreasonably withheld and is conditional upon a suitable replacement being available.

Statutory Holidays:

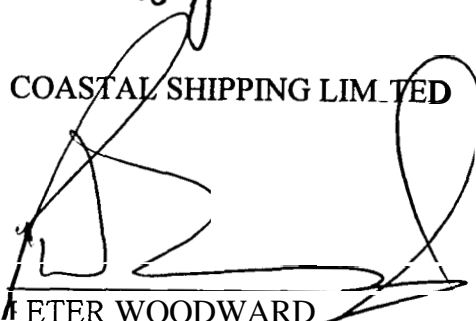
The Company recognizes the following Statutory Holidays. If an employee works on a statutory holiday he/she is entitled to two and one half times the regular hourly rate. Any hours worked outside **an** employee's regular work schedule shall be paid at two and one-half times the basic hourly rate **of** pay:

- 01) New Year's Day
- 02) Good Friday
- 03) Victoria Day
- 04) Labour Day
- 05) Thanksgiving Day
- 06) **Canada** Day
- 07) Remembrance Day
- 08) **Christmas** Day
- 09) Boxing Day
- 10) Easter Monday
- 11) St. John's Regatta Day



Signed at St John's Nfld, this 19 day of April, 2010

COASTAL SHIPPING LIMITED


PETER WOODWARD
Vice-president Operations

SEAFARERS' INTERNATIONAL UNION
OF CANADA


PATRICE CARON
Port Agent

Letter of Understanding # 4

Coastal Shipping Limited Pay Schedule Effective January 01, 2010

Category	Regular Rate/Hr	Week Day Rate	Annual Weekday Days (261)	Weekend Rate/Hr -1.5	Weekend Day Rate	Annual Weekend Days (104)	Stat Rate/Hr -1.5	Stat Day Rate	Annual Stat Days (11)	Overtime Hours	Annual Overtime Pay	Annual Basic Salary	Daily Basic Salary
Chief Mate	24.95	199.60	52,095.60	37.43	299.40	31,137.60	37.43	299.40	3,293.40	2.00	27,320.25	113,846.85	311.91
2nd Mate	18.67	149.36	38,982.96	28.01	224.04	23,300.16	28.01	224.04	2,464.44	2.00	20,443.65	85,191.21	233.40
3rd Mate	17.00	136.00	35,496.00	25.50	204.00	21,216.00	25.50	204.00	2,244.00	2.00	18,615.00	77,571.00	212.52
2nd Engineer	24.95	199.60	52,095.60	37.43	299.40	31,137.60	37.43	299.40	3,293.40	2.00	27,320.25	113,846.85	311.91
3rd Engineer	18.67	149.36	38,982.96	28.01	224.04	23,300.16	28.01	224.04	2,464.44	2.00	20,443.65	85,191.21	233.40
4th Engineer	17.00	136.00	35,496.00	25.50	204.00	21,216.00	25.50	204.00	2,244.00	2.00	18,615.00	77,571.00	212.52
Electrician/4th E	18.67	149.36	38,982.96	28.01	224.04	23,300.16	28.01	224.04	2,464.44	2.00	20,443.65	85,191.21	233.40

Vacation pay for permanent employees shall be as follows:

For employees with up to five years employment with the company, 4%;

For employees with 5 or more years employment with the Company but less than 10 years, 6%; and

For all employees with 10 or more years employment with the Company, 8%..

LETTER OF UNDERSTANDING - No. 5

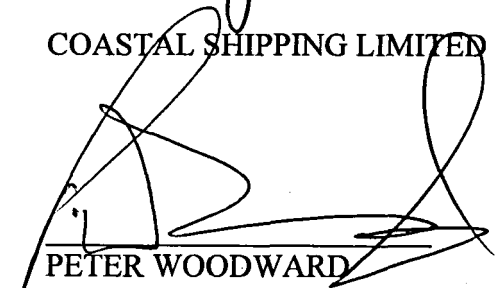
**APPLICATION OF THE COLLECTIVE AGREEMENT TO
COASTAL SHIPPING LIMITED UMBRELLA COMPANIES**

The parties hereby agree that the Collective Agreement between COASTAL SHIPPING LIMITED and the Seafarers' International Union of Canada will apply to all vessels operated, owned or managed by COASTAL SHIPPING LIMITED and any other vessel added to the fleet during the term of the Collective Agreement.

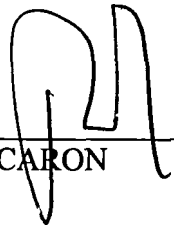
Signed at Atjohu, this 19 day of April, 2010/11

COASTAL SHIPPING LIMITED

SEAFARERS' INTERNATIONAL UNION
OF CANADA



PETER WOODWARD
Vice-President Operations



PATRICE CARON
Port Agent

LETTER OF UNDERSTANDING No. 6

Between

SEAFARERS INTERNATIONAL UNION OF
CANADA

and

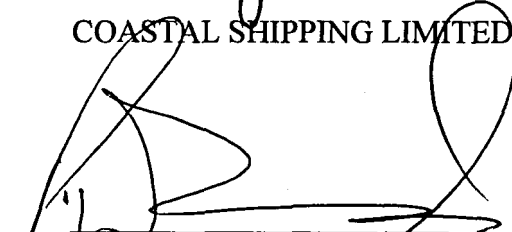
COASTAL SHIPPING LIMITED

Effective January 1st 2010, and for the term of this agreement, the monthly contribution from the employer to the employee RRSP shall be three percent (3%) of the basic hourly wage rate. The Employees have the option of contributing to the plan upon written request to the Company.

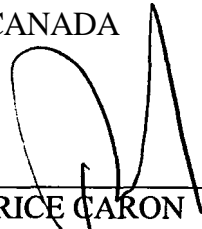
The Company also agrees that on or before the end of January in each year of the term, it shall pay an additional sum of three hundred (\$300,00) to each permanent employee covered by this agreement.

Signed at Monro, this 19 day of April, 2010

COASTAL SHIPPING LIMITED


PETER WOODWARD
Vice-President Operations

SEAFARERS' INTERNATIONAL UNION
OF CANADA


PATRICE CARON
Port Agent

LETTER OF UNDERSTANDING NO. 7

between

THE SEAFARERS INTERNATIONAL UNION
OF CANADA

and

COASTAL SHIPPING LIMITED

OFFICER CADETS

Where in cooperation with Government training programs, officer cadets are entitled to article on any current vessels owned by the Company, on new Company vessels, the parties will agree on the number of cadets.

Officer cadets shall be assigned to either regular watches, or to one watch per day of eight (8) hours of work. Where a cadet is assigned to a watch, he shall be in addition to the regular watchkeeper and in no event shall be considered a substitute or replacement.

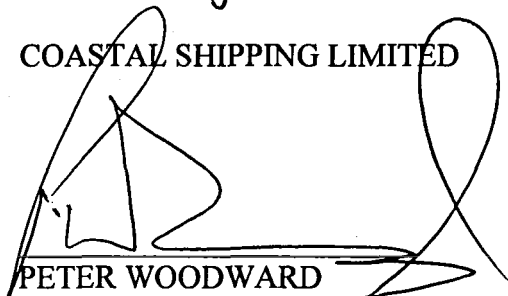
On no account shall an officer cadet replace an licensed crewmember in the performance of any overtime work on the vessel.

It is agreed that this Collective Agreement will hold no jurisdiction over the approved teaching curriculum of officer cadets.

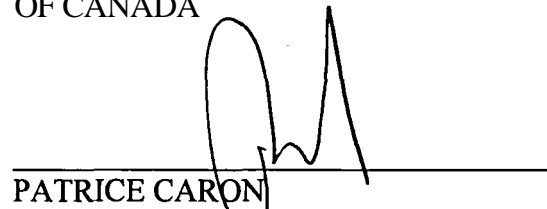
At the Union's request, the Company shall supply proof to the effect that one or several cadet officers assigned to a vessel are undergoing training in accordance with the rules and regulations of the training institute they attend.

Signed at St Johns NL, this 19 day of ^, 2010

COASTAL SHIPPING LIMITED


PETER WOODWARD
Vice-president Operations

SEAFARERS' INTERNATIONAL UNION
OF CANADA


PATRICE CARON
Port Agent

LETTER OF UNDERSTANDING No. 8

Between

THE SEAFARERS' INTERNATIONAL UNION OF CANADA

And

COASTAL SHIPPING LIMITED

SCHOOL PLAN

An Engineer Officer, at the request of the Company

(a) who has completed at least one (1) navigation season of continuous employment with the Company and who qualifies for certification as an Engineer Officer with a higher certificate or part of a certificate or endorsement; and

(b) who, at the commencement of the navigation season immediately after he has obtained a higher certificate, part of a certificate or endorsement, is re-employed by the Company;

© who, after his re-employment remains with the Company for one hundred and eighty (180) sea days, shall be entitled to receive from the Company in respect of (a) and (b) above:

1 st Class A or B	\$3,500.00 each
2 nd Class A or B	\$3,500.00 each
3 rd Class Certificate	\$3,500.00 each

The Company, upon approval, will pay tuition, upon successful completion, for courses to upgrade their certificates.

Should an Engineer Officer be required by his present employer to attain either a 1st or 2nd Class A or B endorsement, he shall be entitled to receive \$1,500.00 from the Company, (above as defined in the Regulations relating to the Examination of Marine Engineers).

If the Engineer Officer who has received an allowance resigns or is fired for just cause during the navigation season, reimbursement will have to be made to the Company.

(d) In the event that the Steamship Inspection Department changes the title of the certificate, this clause shall be amended to reflect these changes, but in no event will the premiums be reduced.



- (e) i. (When an Engineer Officer is required by the Company to attend a course during the navigation season, the Company shall pay all costs related to the training course, including two-way transportation. Also, during the period that the said employee is on course, he shall not suffer any loss in basic hourly pay or benefits ~~as~~ provided by this Agreement.
- ii. When an Engineer Officer is requested by the Company to attend a course outside the navigation season, and he accepts, the Company shall pay all costs related to the Training course, including two-way transportation.
- iii. All Engineer Officers shall be given thirty (30) days' advance notice, if possible, of any such courses to be attended.

A Deck Officer, at the request of the Company

- (f) who has completed at least one **(1)** fill navigation season of continuous employment or has celebrated his first anniversary with the Company and who succeeds in obtaining ~~an~~ upgrading of certification according to the following schedule:

Watchkeeping to CN1 or CN 11
CN11 to CN1
ON11 to ON1
ON1 to Master Foreign-going

shall be entitled to receive from the Company effective July 26, 2004, in respect of time spent, a subsistence of three thousand five hundred dollars (\$3,500.00) provided that, after obtaining such certificate, the Officer remains with the Company for one hundred eighty **(180)** sea days.

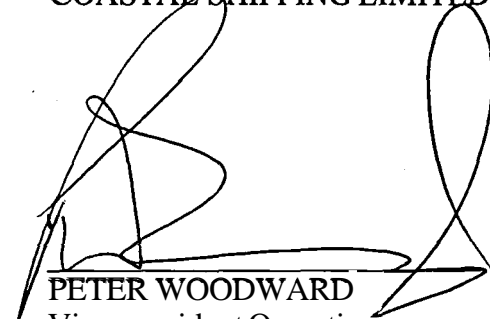
Should an Officer refuse a transfer to a vessel operating on a voyage to which his certificate is applicable, or refuses a promotion to the position for which the certificate is applicable within one **(1)** year of subsistence payment, the subsistence payment shall be refunded.

- (g) for the purpose of "fill navigation season" includes a season during which an Officer is justifiably absent or laid off.

- (h) If an Officer is required by the Company to attend a course during the navigation season and he accepts, the Company shall pay all costs related to the training course, including two-way transportation. Also, during the period that the said employee is on course, he shall not suffer any loss in basic hourly pay or benefits as provided by this Agreement
- (i) All Officers shall be given thirty (30) days' advance notice, if possible, of any such course(s) to be attended.


Signed at St John's NL this 19 day of April, 2016^{pc}

COASTAL SHIPPING LIMITED



PETER WOODWARD
Vice-president Operations

SEAFARERS' INTERNATIONAL
UNION OF CANADA



PATRICE CARON
Port Agent

LETTER OF UNDERSTANDING No. 9

Between

THE SEAFARERS' INTERNATIONAL UNION OF CANADA

And

COASTAL SHIPPING LIMITED

RE: RECOGNITION OF SENIORITY

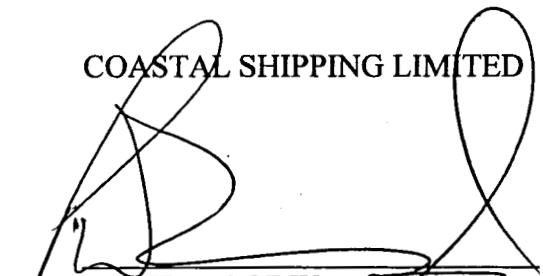
It is agreed between the parties that employees currently working who commence employment under this collective agreement shall carry their full company seniority (date of hire) to this contract.

The Company agrees that it will make best efforts to maintain employees whenever possible to their current assigned vessel subject always to the overriding right of seniority in the case of vessel retirement, sale or layup.

Furthermore, any new hires who may currently be employed or employed in the future shall appear on a separate temporary seniority list until they have completed their probation period.

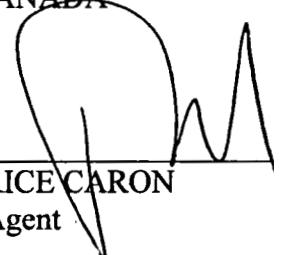
Signed at At John's NL this _____ day of _____ 2010.

COASTAL SHIPPING LIMITED



PETER WOODWARD
Vice-president Operations

SEAFARERS' INTERNATIONAL UNION
OF CANADA



PATRICE CARON
Port Agent

LETTER OF UNDERSTANDING NO. 12

between

THE SEAFARERS' INTERNATIONAL UNION
OF CANADA

and

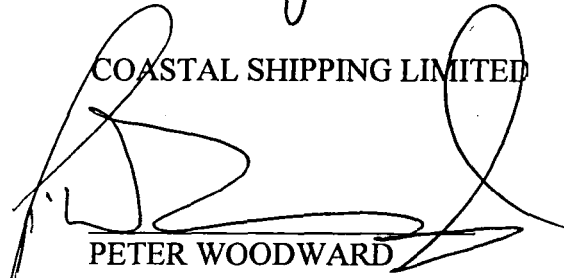
COASTAL SHIPPING LIMITED

Reference: Recreational Facilities

- (a) All company vessels shall be provided where space permits with at least one recreation room or area for the crew. Such rooms shall be provided with adequate furnishing, and these furnishing shall be maintained in good repair. Where available, such rooms shall also be supplied with air conditioning.
- (b) The company shall provide at least one colour T.V. connected to a satellite TV system, DVD and VCR for the crew's recreation room or area.
- (c) On vessels where the company won't provide a Satellite T.V. system, the crew will receive \$2000.00 per year to buy entertainment materials.
- (d) The company will provide exercise equipment onboard every vessel where space permits.

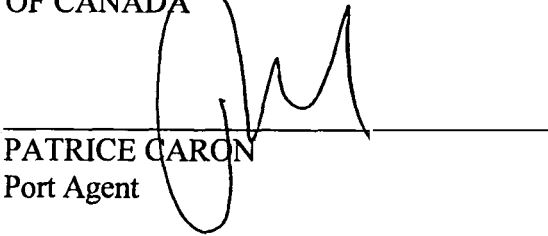
(e) Signed at St John's, this 19 day of April, 2016 ce

COASTAL SHIPPING LIMITED



PETER WOODWARD
Vice-president Operations

SEAFARERS' INTERNATIONAL UNION
OF CANADA



PATRICE CARON
Port Agent

NEW L.O.U.

LETTER OF UNDERSTANDING NO. 13

Between

THE SEAFARERS' INTERNATIONAL UNION
OF CANADA

And

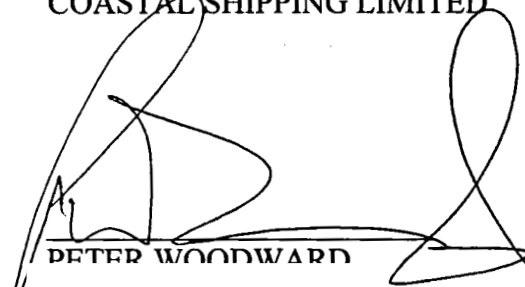
COASTAL SHIPPING LIMITED

REFERENCE: WORK DURING LAY-UP PERIOD

It is agreed between the parties, that during layup periods only Union members of the bargaining unit will work onboard vessels on positions that are usually filled with Union members during the sailing season.

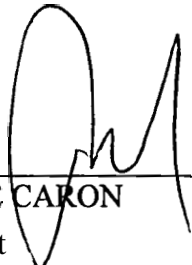
Signed at St. John's, this 19 day of April, 2010

COASTAL SHIPPING LIMITED



PETER WOODWARD
Vice-president Operations

SEAFARERS' INTERNATIONAL UNION
OF CANADA



PATRICE CARON
Port Agent