

Collective Bargaining Agreement

BETWEEN

LABRADOR MARINE INC.

AND

SEAFARERS INTERNATIONAL UNION OF CANADA

-Licensed Personnel

Effective: January 5, 2019, to January 4, 2024

Contents

ARTICLE 1	RECOGNITION	3
ARTICLE 2	INTERPRETATIONS.....	4
ARTICLE 3	MANAGEMENT RIGHTS	5
ARTICLE 4	UNION SECURITY	6
ARTICLE 5	UNION OFFICERS BOARDING VESSEL.....	9
ARTICLE 6	STRIKES AND LOCKOUTS.....	10
ARTICLE 7	LABOUR-MANAGEMENT COMMITTEE	10
ARTICLE 8	PROBATIONARY EMPLOYEES.....	10 11
ARTICLE 9	SENIORITY	11
ARTICLE 10	WAGES.....	12
ARTICLE 11	PRESERVATION OF RATES.....	12
ARTICLE 12	HEALTH AND SAFETY	12 13
ARTICLE 13	VACATION PAY	13
ARTICLE 14	PROTECTIVE CLOTHING.....	13
ARTICLE 15	TOURS OF DUTY & HOURS OF WORK.....	14
ARTICLE 16	WAGE ADMINISTRATION.....	14
ARTICLE 17	HOLIDAY PAY	15
ARTICLE 18	MEALS AND BREAK TIMES	16
ARTICLE 19	PAID LEAVE SYSTEM.....	16
ARTICLE 20	GROUP INSURANCE POLICY.....	17
ARTICLE 21	TRANSPORTATION COSTS	17
ARTICLE 22	EMPLOYEE RESIGNATION.....	18
ARTICLE 23	LEAVES OF ABSENCE	18
ARTICLE 24	DISCIPLINE	19
ARTICLE 25	MARINE DISASTER.....	19
ARTICLE 26	GRIEVANCE PROCEDURES AND ARBITRATION PROCEDURE.....	20
ARTICLE 27	GENERAL	21
ARTICLE 28	TERMS OF AGREEMENT.....	22
ARTICLE 29	DRUG AND ALCOHOL TESTING	22

WHEREAS as a result of a certification vote issued on the 5th day of January 2016, the Union was declared the sole and exclusive bargaining agent for licensed employees employed by Company on the Vessel MV Apollo excluding masters and chief engineers and all unlicensed employees;

AND WHEREAS by order of the Canada Industrial Relations Board (the “Board”) date 25 August 2020 the Union was declared bargaining agent for a bargaining unit comprised of all licensed personnel employed by Labrador Marine Inc. on the vessel MV Qajaq W, excluding masters, chief engineers and unlicensed personnel;

AND WHEREAS this Agreement is to set forth the terms and conditions of employment, relating to remuneration, hours of work, safety, employee benefits and general working conditions for employees working on the Company’s Vessel while they are moving or operating and to provide methods for a fair and amicable adjustment of disputes which may arise between the parties and to promote efficient operations.

ARTICLE 1 RECOGNITION

- 1:01 The Company recognizes the Union as the sole and exclusive bargaining agent for employees of the Company working on the Vessel while they are operating, who are employed in the following positions: Chief Mate, Watch Keeping Mates, 2nd Engineer, Watch Keeping Engineers and Electricians.
- 1:02 No individual or collective contracts, written or oral, shall be entered into by either party that may be in conflict with the terms of this Agreement or the bargaining rights of either party.
- 1:03 Management, including non-unionized officers, shall not normally perform bargaining unit work except in the case of an emergency or for the purpose of training or demonstration. An emergency shall be determined specifically by the responsible officer.
- 1:04 The Union shall supply the Company, in writing, with the names and positions of all Union officials responsible for the administration of this Agreement. The Union shall notify the Company of any changes, in writing. Only those persons designated by the Union as officials shall be recognized by the Company as acting on behalf of the Union.

ARTICLE 2 INTERPRETATIONS

- 2:01 Should an article, section or clause of the Agreement be determined to be illegal or invalid by a proper authority, the remaining articles, sections and clauses shall continue to be operative and binding upon the parties hereto.
- 2:02 For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicates the singular and vice versa as the context may require.
- 2:03 For the purposes of this Agreement:
- (a) “Bargaining Unit” means the bargaining unit recognized in accordance with Article 1:01.
 - (b) “Bargaining Unit Work” means work normally performed by bargaining unit employees.
 - (c) “Classification” means identification of a position by reference to a classification title.
 - (d) “Day” is a twenty-four (24) hour period commencing at 00:01.
 - (e) “Employee” or “Employees” where used is a collective term, except as otherwise provided herein, include all persons employed in the classifications contained in the bargaining unit.
 - (f) “Gross Earnings” means all monies earned while employed by the Company for one calendar year of days worked and days on leave only. It does not include any other forms of remuneration.
 - (g) “Leave of Absence” means absence from duty with the permission of the Company or individual authorized to grant such leave of absence.
 - (h) “Leave Day” means any twenty-four-hour period, excluding a work day, during which Crew is off work as set out in Article 19 and is composed of time off in lieu of vacation and weekends.
 - (i) “Leave Pay” means wages received while on leave as set out in Article 19
 - (j) “Notice” or “Notification” means notice in writing which is hand delivered or delivered by mail and for purposes of reporting for work will also include email to an email address to be provided by the Employee to the personnel office of the Company.
 - (k) “Part-time Employee” means a person who is temporarily employed to work less than the full number of working hours in each working day or less than the full number of working hours in each 30-day period.
 - (l) “Probationary Employee” means a person who is employed on a full-time basis without reference to any specified period of employment and who has not completed ninety (90) workdays of service and who is not eligible for benefits under the Collective Agreement.
 - (m) “Probationary Period” means a period of ninety (90) work (sea days) days from the date of employment except for employees who are required to undertake training on employment whose probationary period shall commence immediately following such training.

- (n) “Regular Employee” means a person who has completed his probationary period and is employed on a full-time basis without reference to any specific period of employment.
- (o) “Temporary Employee” means a person who is employed for a specified period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work, but does not include seasonal or probationary employees.
- (p) “Vacation Pay” means annual vacation pay calculated pursuant to Article 12 of this Agreement.
- (q) “Week” is a seven (7) day period commencing at 00:01 Sunday.
- (r) “Work Day” means any twenty-four-hour period, excluding leave days, during which work is performed by a Crew person for the Company pursuant to the Collective Agreement.
- (s) “Vessel” means Qajaq W.

ARTICLE 3 MANAGEMENT RIGHTS

- 3:01 The Union recognizes, except to the extent expressly abridged by specific provisions of this Agreement, that the Company reserves and retains solely and exclusively all of the inherent functions, rights, powers and authority which are necessary to manage its business.
- 3:02 The management of the Company and the direction of the workforce, including the right to plan, direct and control operations and schedules, to maintain discipline and efficiency, to require employees to observe reasonable Company rules and regulations, to hire, discipline and discharge for just and sufficient cause, promote, demote, transfer and to assign working hours, in compliance with the terms covered elsewhere in this Agreement, shall be vested in the Company.
- 3:03 Employees shall abide by posted rules, regulations and procedures established by the Company. These rules and regulations may be subject to change from time to time but will be reasonable and not in conflict with the provisions of this Agreement.
- 3:04 The Company retains the sole and exclusive right to determine who will perform any repair and maintenance work on the Vessel, including the right to contract out such work, as well as when and by what manner and means the work is to be accomplished.
- 3:05 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 the qualification Matrix attached as Appendix to this Agreement. In order to maintain the requirements, the Company

will be responsible for the costs related to training registration as well as the costs of meals and hotel rooms. A neutral day of pay will also be paid for every training day.

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.

3:06 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.

3:07 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. 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, sexual orientation, disability (as defined under the Canadian Human Rights Act), a conviction for which a pardon has been granted or political affiliation with a legitimate political party or for any other prohibited ground set out in the Canadian Human Rights Act.

ARTICLE 4 UNION SECURITY

4:01 All existing and new bargaining unit employees, who have completed the probationary period of employment shall join the Union, pay union dues and maintain their membership in good standing, during the lifetime of this Agreement.

(a) Within thirty (30) calendar days of signing of this agreement and within one month of hiring new employees, the employer shall supply the Union with the following information in writing for each employee:

Name, address, email address and phone numbers

Date of hiring

Classification

(b) The Employer shall notify the Union of the following within one (1) month of the effective dates: resignation, retirement, death, leaves of absence, hiring promotions within the bargaining unit, promotion of bargaining unit members to non-bargaining unit positions and any other revisions in data listed in 4:01 (a).

4:02 Upon hiring, the Company shall inform new employees of the existence of the Union, the name of the shop stewards and supply them with a copy of the Agreement.

4:03 The Company shall deduct from each bargaining unit employee's pay an amount equal to the monthly dues, initiation fees and assessments as notified by the Union in writing.

4:04 The amount deducted shall be remitted to the Union by the sixteenth day of the following month, together with a list of employees and the amount of contribution from each employee. The total amount of dues contributed will be shown on the employee's T-4 slip.

4:05 Representatives of the Company and the Union shall meet if required to discuss matters of mutual interest. The parties will give each other reasonable notice of the meeting.

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 09:00-12:00 hours and 13:00 to 12:00 hours and 13:00 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 this Agreement 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 to 12:00 hours and 13:00 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 and have all valid certificates required for the position for which he is to be employed. The rights set out in this article 4.10 shall be applied in conformity with article 3.06

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/her 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 within the time limits required by the Company, the Company shall be free to hire replacement personnel.

4:12 Union representatives shall be permitted, after first obtaining permission from the Captain, to go on board the Vessel for the purpose of investigation of grievances and other legitimate Union business; however, such investigation shall not interfere with or interrupt the normal operations on board the Vessel.

ARTICLE 5 UNION OFFICERS BOARDING VESSEL

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 Vessel 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 Vessel 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 Vessel, 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 STRIKES AND LOCKOUTS

6:01 The Union agrees there will be no strikes or slowdowns and the Company agrees there will be no lockouts, except as permitted by the provisions of the Canada Labour Code.

6:02 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 7 LABOUR-MANAGEMENT COMMITTEE

7:01 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.

7:02 The Labour-Management Committee will meet upon the request of either party, within thirty (30) days of either party's request.

7:03 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 8 PROBATIONARY EMPLOYEES

8:01 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 ninety (90) at sea

days within a 12-month period from original date of employment, working on a vessel excluding all lay-up and refit periods from the 90-day probationary period. During the period of probation, the employee's suitability for permanent employment will be assessed by the Company.

8:02 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 9 SENIORITY

9:01 Seniority shall be defined as the length of service with the Company (date of hire). A seniority list will be prepared and kept updated at reasonable frequency and posed on the bulletin board with a copy forwarded to the Union office when requested. It shall contain the employee's names, dates of hire and classifications.

9:02 An employee shall have a period of thirty (30) days from date of posting to protest any omissions or alleged incorrect item affecting his seniority.

9:03 New employees shall be on probation for the first ninety (90) at sea days on which they are performing work and shall have no seniority standing until the completion of such probationary period. Upon successful completion of the probation period, as determined by the Company, the employee's seniority shall be dated as the first day on which the employee was hired. Leave days shall not be counted as part of the probationary period.

9:04 For recalls and layoffs, the Company shall select individuals on the basis of qualifications, skill, ability and seniority, and where these are equal, seniority shall govern.

9:05 All seniority employees on layoff shall be recalled before any new employees are hired.

9:06 Vacancies and new positions within the bargaining unit shall be posted in the mess rooms for five (5) working days with all qualified members of the bargaining unit having the right to apply.

9:07 Regular Employees only shall retain and accrue seniority:

- (a) While on layoff, provided such layoff does not exceed twelve (12) months;
- (b) While on sick leave, Workers' Compensation, maternity or parental leave;
- (c) While on approved leave of absence;
- (d) When promoted to position outside the bargaining unit for a period not exceeding twelve (12) months

- 9:08 Employees shall lose all seniority if:
- (a) Discharged for just cause;
 - (b) S/He quits;
 - (c) S/He fails to work following layoff after being notified of the availability of work. S/He shall be given a maximum of two (2) notifications
 - (d) S/He fails to return to work after approved leave of absence or indicates he does not intend to return;
 - (e) S/He is laid off in excess of twelve (12) months.
- 9:09 The Company agrees that employees may change shifts amongst themselves provided that the employee has the qualification, skill and ability to perform the work and provided that written approval is first received from the Captain or the chief engineer
- 9:10 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 severance pay to each employee in accordance with the provisions of the Canada Labour Code.

ARTICLE 10 WAGES

- 10:01 The Company agrees to pay wages in accordance with the classification and rates of pay theretofore set forth in Appendix “A” attached to and forming part of this agreement. After regular hours no overtime will be paid for boat, fire and emergency drills.
- 10:02 The pay period will be bi-weekly and payday will be the first Thursday following the end of the pay period.

ARTICLE 11 PRESERVATION OF RATES

- 11:01 Should an employee be temporarily transferred to a position carrying a higher rate of pay than his regular classification, he shall be paid the rate for the higher paid job provided he is assigned by the appropriate officer.

ARTICLE 12 HEALTH AND SAFETY

- 12:01 The Company shall continue to make all reasonable provisions for safety and health of its employees.
- 12:02 The Company will establish and maintain a Health and Safety Committee, whose duties will be to make recommendations to the Company concerning the elimination of hazards and prevention of accidents in and around the Vessel.

- 12:03 The Health and Safety Committee shall consist of two (2) representatives of the Company and two (2) Union members designated by the Union. The committee shall meet as required.
- 12:04 All Bargaining Unit employees, as a condition of employment, must have and maintain at all times an up-to-date Seafarers Medical, valid Marine Emergency Duties (MED A-1, B-1, and B-2), Marine Advanced First Aid Certificate, respective Tickets and appropriate Passenger Safety Management endorsement, and any other credentials required by any regulatory body. The Company agrees to pay reasonable costs for each permanent employee to obtain his/her Transport Canada Medical, as needed, upon presentation of a detailed receipt. The Company will arrange payment or reimburse for Marine Advanced First Aid and the respectively required Passenger Safety Management course and endorsement (to be endorsed by Transport Canada). As MEDs and Tickets are part of the basic qualification of being a Seafarer, it is one's own responsibility to arrange and pay for these qualifications on their leave time to ensure continuity on ship.
- 12:05 The Company, the Union and the employees shall co-operate to the fullest extent possible towards the prevention of accidents, and in the reasonable promotion of safety and health.

ARTICLE 13 VACATION PAY

- 13:01 Vacation pay will be paid at the rate of four percent (4%) of gross earnings bi-weekly for the first five years of service. Vacation pay will be paid at the rate of six percent (6%) of gross earnings bi-weekly between five and ten years of service. Employees with ten or more years of service will be paid eight percent (8%) of gross earnings bi-weekly.

ARTICLE 14 PROTECTIVE CLOTHING

- 14:01 Safety hats, safety glasses and gloves and all other safety equipment and clothing shall be provided free of charge and worn where required in accordance with health and safety regulations. New items are to be signed for by all employees.
- 14:02 The Company shall supply the following clothing:
- (a) Two (2) regular overalls per season
 - (b) One (1) insulated coveralls per season
 - (c) Rain gear
 - (d) Safety footwear (reimbursement for reasonable cost upon invoice up to \$250 per year)
 - (e) Work gloves

- 14:03 All new articles of clothing listed in clauses 14:01 and 14:02 shall be strictly for the use of that employee in the performance of work for the Company. The Company may request return of the clothing being replaced prior to issuance of the new item.
- 14:04 Replacement of Company issued clothing, for reasons other than normal wear and tear, in the Company's opinion, will be at the employee's cost.
- 14:05 Worn clothing that is not returned to the Company will not be replaced, except at the cost of the employee.

ARTICLE 15 TOURS OF DUTY & HOURS OF WORK

- 15:01 The normal tour of duty for employees on the vessel will be 28 days plus or minus four days leeway with a maximum of 182.5 days worked per year. All times sea days will receive credit for leave at a ratio of 1:1. The regular working hours when an employee is on a vessel are up to a maximum of 16 hours in each calendar day, seven days a week, which includes eight hours overtime per day in order to maintain the lay-day system, always subject the hours of rest rules provided for in the Canadian Marine Personnel Regulations and East Coast and Great Lakes Shipping Employees Hours section 14.
- 15:02 Shifts shall be as assigned by the Captain with due consideration given to seniority and ability, skill, efficiency and qualifications.
- 15:03 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. The Company will at all times comply with the hours of rest regulations imposed by Transport Canada from time to time for the voyage in question.

ARTICLE 16 WAGE ADMINISTRATION

- 16:01 The basic rates of pay for the employees covered by this Agreement shall be as set forth in the wage schedules in Appendix A. Wages include any amounts required to be paid by statute on account of overtime and statutory holidays. The rate paid to employees on one's cheque includes 50% of the daily basic rate in accordance with their lay-day system requirements as well as any overtime over and above the weekly overtime required to maintain the lay-day system. The remaining 50% of the daily rate is deferred in accordance with the lay-day system requirements, to be paid out on a subsequent leave day as requested by the employees.
- 16:02 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.

16:03 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.

16:04 Should an employee work more overtime hours by the end of the calendar year than those for which he/she has received overtime pay, he/she may, on or before January 31st of the following year, submit a claim with the appropriate documents to the company for consideration, approval and payment.

ARTICLE 17 HOLIDAY PAY

17:01 The following will be observed as statutory holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Thanksgiving Day
- Armistice Day
- Labour Day
- Christmas Day
- Boxing Day
- Easter Monday
- St-John's Regatta Day

17:02 All work performed on statutory holidays shall be paid at the rate of time and one half in addition to regular pay.

ARTICLE 18 MEALS AND BREAK TIMES

18:01 Meal hours shall be as 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.

18:02 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.

18:03 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.

18:04 Employees will be given one half (1/2) hour per meal to eat. Should for some reason an event occur 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 19 PAID LEAVE SYSTEM

19:01 The Company will pay employees a regular bi-weekly pay cheque during their tour of duty aboard the vessel and for their days of paid leave.

19:02 For every day worked, an employee is credited with one day's leave at 50% of his/her daily basic rate.

19:03 Subject to Article 15 - TOURS OF DUTY AND HOURS OF WORK, an employee will begin his/her period of leave once he/she has earned thirty (28) days' leave.

19:04 No employee may accumulate more than sixty (60) days' leave and upon reaching this limit, must take a minimum thirty (28) days' leave.

19:05 Leave shall be granted for a minimum period of thirty (28) days and a maximum period of sixty (60) days.

19:06 Having regard to the need of the Company to be able to continue to operate its Vessel with sufficient qualified employees at all times, the right to begin a period of leave is conditional upon the approval of the Company.

ARTICLE 20 GROUP INSURANCE POLICY

20:01 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.

20:02 Premium costs shall be shared at a ratio of 50% by the Company and 50% by the employee.

ARTICLE 21 TRANSPORTATION COSTS

21:01 The Company will reimburse employees whose current residence is more than 100 kilometers from where the Vessel is located, upon submission of an acceptable expense claim, including receipts, for their travel expenses to join or to leave the Vessel. Upon joining or leaving the vessel, the Company will pay transportation cost in between employees home and his designated airport. Where employees pool travel, only the costs of the vehicle owner/operator will be paid.

21:02 Upon joining or leaving the vessel, the Company will pay the transportation cost between the ship and the designated airport, unless the Company determines road transport is preferable, in which case the employee's transportation will be paid.

21:03 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.

21:04 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.

21:05 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 in accordance with current practise.

21:06 If the Company requests an employee to attend to any Company business 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.

21:07 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 22 EMPLOYEE RESIGNATION

22:01 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.

22:02 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 twenty-eight (28) days of his scheduled tour of duty, the Company shall be entitled to recover all related expenses incurred while joining the vessel.

ARTICLE 23 LEAVES OF ABSENCE

23:01 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.

An employee who has completed the probationary period will be granted bereavement leave when death occurs to a brother-in-law, sister-in-law or parent-in-law. The employee granted leave to attend the funeral will be paid at his/her basic rate for time lost up to a maximum of three (3) days. The Company will pay transportation costs from the vessel to and from 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 employee's request, where there has been a death, or other emergency in the immediate family of the employee.

23:02 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.

23:03 An employee returning from leave under Articles 23.01 or 23.02 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 24 DISCIPLINE

24:01 No employee shall receive a written reprimand or warning, be suspended or be dismissed, except for just cause.

24:02 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.

24:03 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.

24:04 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.

24:05 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.

24:06 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 or refuses to return to the vessel when due back without a leave of absence having been granted by the Company under 23.02 will forfeit his/her job with the Company.

ARTICLE 25 MARINE DISASTER

25:01 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.

25:02 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 26 GRIEVANCE PROCEDURES AND ARBITRATION PROCEDURE

- 26:01 An employee who is refused employment, discharged, suspended or laid off from his/her 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.
- 26:02 Where the employee has a grievance while working on board a vessel, he must present his/her 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.
- 26:03 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.
- 26:04 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.
- 26:05 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.
- 26:06 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.
- 26:07 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.
- 26:08 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 26.07 above.
- 26:09 A labour management meeting shall be held between the Company and the SIU prior to a grievance being referred to arbitration.
- 26:10 If the grievance is not settled at the meeting referred to in clause 26.09 of this Article, the grievance may be referred to arbitration within ten (10) days thereafter.
- 26:11 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.

- 26:12 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.
- 26:13 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.
- 26:14 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.
- 26:15 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 27 GENERAL

- 27:01 In the event the Company plans technological change(s) or reorganization resulting from technological changes, the Company agrees to meet with the Union to discuss such changes prior to the implementation of such change(s).
- 27:02 Employees onboard the Vessel will be considered as working during periods when the Vessel is unable to complete the sailing schedule as a result of adverse weather conditions.
- 27:03 Should the Vessel be required to leave the dock in an emergency for reasons beyond the Company's control or for reasons of safety, the Company reserves the right to sail with whichever employees are onboard at the time. Employees who are left ashore and miss part or all of a trip shall not be paid for the time lost and their work schedule will be shortened accordingly.
- 27:04 Any employees who are required to travel to or from the Vessel on a specific written Company request, while the Vessel is operating, will be reimbursed for the actual approved travel expenses upon providing the Company with appropriate receipts and documentation.

27:05 The Company may contract out winter work between the time when the Vessel comes off service for maintenance until the Vessel goes back in service after maintenance is completed. The Company will use best efforts to recall employees during this winter work period to perform classification duties required. However, such work will not be given to outside contractors if qualified members are able and available to perform such work.

ARTICLE 28 TERMS OF AGREEMENT

28:01 The Agreement shall come into full force and effect as of the signing and shall remain in effect until January 4th, 2024, and from year to year thereafter unless written notice to bargain is given by either party to the other during the one hundred and twenty (120) 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 30th day of January 2023.

ARTICLE 29 DRUG AND ALCOHOL TESTING

29:01 The Union and the employer recognize that the Company must have a “zero tolerance” drug and alcohol in place in order to transact business with Government and the general public.

29:02 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 the vessel 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.

Appendix A

Labrador Marine Inc. (Qajaq) Pay Schedule Effective January 05, 2019

Category	Regular Rate/Hr	Week Day Rate	Annual Weekday Days (261/2)	Weekend Rate/Hr - 1.5	Weekend Day Rate	Annual Weekend Days (104/2)	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	28.84	230.68	30,103.80	43.25	346.02	17,993.07	43.25	346.02	3,806.23	8.00	63,148.77	115,051.87	630.42
WK Mate	22.21	177.66	23,184.49	33.31	266.49	13,857.40	33.31	266.49	2,931.37	8.00	48,634.14	88,607.40	485.52
Senior WK Engineer	22.21	177.66	23,184.49	33.31	266.49	13,857.40	33.31	266.49	2,931.37	8.00	48,634.14	88,607.40	485.52
WK Engineer	20.38	163.08	21,281.86	30.58	244.62	12,720.19	30.58	244.62	2,690.81	8.00	44,642.98	81,335.84	445.68
Electrician Journeyman	24.46	195.69	25,537.91	36.69	293.54	15,264.04	36.69	293.54	3,228.93	8.00	53,570.90	97,601.78	534.80
Electrician	20.38	163.08	21,281.86	30.58	244.62	12,720.19	30.58	244.62	2,690.81	8.00	44,642.98	81,335.84	445.68

Appendix A

Labrador Marine Inc. (Qajaq) Pay Schedule Effective January 05, 2021

Category	Regular Rate/Hr	Week Day Rate	Annual Weekday Days (261/2)	Weekend Rate/Hr - 1.5	Weekend Day Rate	Annual Weekend Days (104/2)	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	29.70	237.60	31,006.80	44.55	356.40	18,532.80	44.55	356.40	3,920.40	8.00	65,043.00	118,503.00	649.33
WK Mate	22.87	182.99	23,880.46	34.31	274.49	14,273.38	34.31	274.49	3,019.37	8.00	50,094.06	91,267.26	500.09
Senior WK Engineer	22.87	182.99	23,880.46	34.31	274.49	14,273.38	34.31	274.49	3,019.37	8.00	50,094.06	91,267.26	500.09
WK Engineer	21.00	167.97	21,920.35	31.49	251.96	13,101.82	31.49	251.96	2,771.54	8.00	45,982.34	83,776.04	459.05
Electrician Journeyman	25.20	201.56	26,304.00	37.79	302.34	15,721.93	37.79	302.34	3,325.79	8.00	55,177.93	100,529.65	550.85
Electrician	21.00	167.97	21,920.35	31.49	251.96	13,101.82	31.49	251.96	2,771.54	8.00	45,982.34	83,776.04	459.05

Appendix A

Labrador Marine Inc. (Qajaq) Pay Schedule Effective January 05, 2022

Category	Regular Rate/Hr	Week Day Rate	Annual Weekday Days (261/2)	Weekend Rate/Hr - 1.5	Weekend Day Rate	Annual Weekend Days (104/2)	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	30.59	244.73	31,937.00	45.89	367.09	19,088.78	45.89	367.09	4,038.01	8.00	66,994.29	122,058.09	668.81
WK Mate	23.56	188.48	24,596.85	35.34	282.72	14,701.56	35.34	282.72	3,109.95	8.00	51,596.84	94,005.20	515.10
Senior WK Engineer	23.56	188.48	24,596.85	35.34	282.72	14,701.56	35.34	282.72	3,109.95	8.00	51,596.84	94,005.20	515.10
WK Engineer	21.63	173.01	22,577.96	32.44	259.52	13,494.87	32.44	259.52	2,854.68	8.00	47,361.82	86,289.34	472.82
Electrician Journeyman	25.95	207.61	27,093.16	38.93	311.42	16,193.61	38.93	311.42	3,425.57	8.00	56,833.35	103,545.69	567.37
Electrician	21.63	173.01	22,577.96	32.44	259.52	13,494.87	32.44	259.52	2,854.68	8.00	47,361.82	86,289.34	472.82

Wage increases of 3% for 2021, retroactively, 2% wage increase or CPI average Newfoundland and Labrador capped at three percent per year max, whichever is greater for 2022 and 2023. Retroactive to January 5th, 2021, Company contributing 5% annually to the employees RRSP Plan if the employee matches the contribution with a minimum of 3% annual contribution to the RRSP Plan.

Manning Scale	
Chief Mate	1
Watchkeeping	1
Engineer	1
Electrician	1
Total:	4