

Collective Agreement

between



FFAW | UNIFOR
Fish, Food & Allied Workers

**(Hereinafter called the "Union")
of the other part;**

and

Teekay

**(Hereinafter called the "Company")
of the other part;**

for

Unlicensed Personnel

Effective

November 1, 2016

to

December 31, 2021

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WITNESSETH that in consideration of the respective obligations herewith and hereby assumed, the parties agree with one another as follows:

Article 1 – General Purpose and Scope of this Agreement

- 1:01 The Canadian registered shuttle tankers are very modern high technology tanker vessels used to transport crude and other oil products between offshore fields, ports and vessels.
- 1:02 The general purpose of this agreement is to support the mutual interests of the Company, the Union and its employees, to provide the most reliable operation for these shuttle tankers, crewed by the Company supporting the transportation of crude and other oil products, using methods which will further to the fullest extent possible, the safety of the vessel's operations, environment and personnel, while retaining above average standards and good economic operations. It is recognized by this Agreement to be the duty of the Union, the Company and said employees to cooperate fully, individually and collectively for the advancement of these conditions. There shall be no strikes, lock-outs, or stoppage of work while this agreement is in effect.
- 1:03 Employees will be required to demonstrate a high degree of pride in the vessel and demonstrate their willingness to cooperate with the Company and the Charterer's rules and policies. Employees shall strive to gain and maintain high standards of professionalism at work and be personally suitable for working extended periods at sea in close quarters.
- 1:04 Persons employed by the Company will be expected to carry out their duties in a manner so as to maintain the high standards as prescribed in the Company's operating manuals and policies. Any employee failing to meet the Company's standards will be subject to discipline up to and including dismissal. Such discipline shall be subject to the grievance and arbitration procedure. New employees are required to complete a twelve (12) month probationary period.

- 1:05 This Agreement provides for the Conditions of Service Including membership In the Company's Group Insurance and contributions towards a Registered Retirement Savings Plan. Shipboard positions covered under this agreement include GP (general purpose) unlicensed Engine Department/Deck Personnel, and the vessel's catering staff.
- 1:06 It is hereby agreed and understood this this agreement does not in any way affect any of the Company's Management, oil company personnel, charterer's staff, passengers, guests, or any other party that may be on board the vessel.

Article 2 – Recognition

- 2:01 The Company recognizes the Union as the sole and exclusive bargaining agent for all unlicensed deck and engine room personnel, including general purpose galley staff employed on Canadian registered shuttle tankers engaged in the Canadian Offshore oil production transportation industry. Such crewmembers hereafter shall be referred to as crewmembers which shall include the singular as well as the plural and the masculine as well as the feminine.

Article 3 – Authority of Master and Company

- 3:01 The Union agrees that the Master or his/her designate and the Company have the exclusive right to direct the crew and to interview, hire, evaluate performance, promote, demote, transfer, layoff, recall, suspend or discharge employees subject to the particular provisions of this Collective Agreement.

Article 4 – Interpretation

- 4:01 Any clarifications that are mutually agreeable to the parties hereto may be made and incorporated as an addendum to the Agreement any time during the life of this Agreement. Any such clarification shall be in writing and signed by the parties hereto.
- 4:02 No decision made under this addendum to the Agreement shall void or contravene the provisions of the Canada Shipping Act, the Canada Labour Code or any other law or code that has jurisdiction over the management/operation of the vessel(s) or this agreement.

Article 5 – Notices

- 5:01 Where notice is required by this Agreement to be given to the Company, it may be addressed as follows:

To the Company: Teekay (Atlantic) Management ULC
Suite 102, Fortis Place
5 Springdale Street
St. John's, NL
Canada
A1E 0E4
Telephone: 1-855-485-9351

To the Union: Fish, Food and Allied Workers (FFAW-Unifor)
PO Box 10, Station C
St. John's, NL
Canada
A1C 5H5
Attention:
Telephone: (709) 576-7276
Facsimile: (709) 576-1962

Article 6 – Probationary Period

- 6:01 All new employees shall be considered to be a probationary employee for a period of twelve (12) months. This probationary period will commence after the employee(s) complete all pre-requisite training and he/she joins the vessel. During this period of probation, the employee's suitability for permanent employment will be assessed by the Company.
- 6:02 At any time during the period of probation, an employee may be released by the Company if the Company judges the employee to be unsuitable for permanent employment.

Article 7 – Labour Pools

- 7:01 The Union shall encourage and assist its members who have high skills experience and the appropriate training for this type of vessel operation to submit their CV or resume to the Company. The Company will solicit and receive resumes from other persons seeking employment. The Company shall maintain (for a period of six (6) months) all resumes on file and hire the most suitable person for a vacant position. The evaluation criteria to determine who is hired shall be based on a person's ability, qualifications and past performance history. The Company shall be the sole judge in determining who is hired.
- 7:02 The Company will maintain a casual worker list and continue to hire crew from the casual list based on ability as outlined above and priority status on the list.
- 7:03 The Company agrees to post internally for all permanent positions while reserving the right to also advertise externally.

Article 8 – Union Membership

- 8:01 The Company will give preference of employment to Union members except those who have quit or have been dismissed and employ only Union members where such are available and are capable in the opinion of management of doing efficiently the work for which they are to be hired.
- 8:02 It is to be a condition of employment that all perspective employees, not already union members, sign application forms to join the Union within thirty (30) days of commencement of work with the Company. The Company, upon hiring, shall deduct from the wages of such employees the initiation fee, the union dues per pay period and any other general assessment. The Secretary-Treasurer will advise the Company in writing of the amounts to be deducted. This amount is to be forwarded to the provincial office of FFAW-Unifor no later than the 15th of the following month. The Company will include the amount deducted for union dues on T4 slips.
- 8:03 The Company shall make a condition of employment that every member who is now a member or who hereafter becomes a member of the Union shall maintain his/her membership therein.
- 8:04 The Company agrees to contribute \$15,000.00 annually to the Union to be used toward the cost of administration of this current contract.

Article 9 – Inter-department Flexibility

- 9:01 Crewmembers should recognize that due to the nature of their employment and crew size limitation, they will be expected, on occasions, to perform duties in other departments such as members of the normal deck department working in the engine department and vice versa without extra compensation.

- 9:02 Similarly, all crewmembers should be prepared to assist the catering department with the removal of dishes from the mess room to galley, vessel cleaning and other duties as required.
- 9:03 All employees covered under this agreement (except the Clerk) are multi-functional.

Article 10 – Medical Fitness and Documentation

- 10:01 A crewmembers right to employment with the Company shall be conditional upon the crewmember presenting the Company with a proper medical certificate as prescribed by the Canada Shipping Act declaring the crewmember as medically fit to perform his/her duties at sea. The doctor performing this medical shall be listed on the standard Transport Canada Ship Safety approved list of physicians. The employee shall arrange, pay for, and provide the Company with a certificate of fitness prior to the first sea duty and again at intervals no greater than two (2) years when requested. The Company may request that an employee complete a Company medical at any time using the Company's designated doctor. After the employee, has completed their probationary period, the Company will cover the cost of regulatory Seafarers Medical examination, which is required by Transport Canada.
- 10:02 The Company shall reimburse employees for the cost of documentation required by the Company, i.e. passports, vaccinations.

Article 11 – Travel

- 11:01 The travel policy for full-time employees is based upon the fact the base of operations is Newfoundland and Labrador. The Company has travel guidelines that provide travel assistance for crew changes within and outside Newfoundland and Labrador. These guidellnes detail the expenses that are eligible for reimbursement and the process. The Company shall follow the Federal Government rates for kilometers and meal allowances.

When the crew changes are occurring outside the Employee's province of residence, the arrangements are coordinated through the Company's Human Resource Office. The province of residence is defined as the province the employee resides at the date employment commences with the Company.

- 11:02 Where an employee is required to travel within their province of residence for a crew change, the employee shall arrange for their normal travel plan to the crew change port within that province. The company will reimburse the employee on the basis of kilometer rate for the distance from their residence to the crew change port when joining and from the crew change port to their residence when departing the vessel.
- 11:03 Where an Employee is required to travel outside their province of residence for a crew change then the employee shall arrange for their normal travel plan to the airport closest to their residence. Private cars may be used where this is a more commercial means of transportation. The company will reimburse the employee on the basis of a kilometer rate for the distance from their residence to the airport when joining the vessel and from the airport to their residence when departing the vessel. From the airport, the company will arrange the flight to the crew change port if outside the province of residence. If the crew change is occurring in Newfoundland and Labrador, the employee shall arrange for their transportation from the airport in Newfoundland and Labrador to the crew change port and shall be eligible for reimbursement for the distance traveled. For distances traveled less than 40 kilometers, the employee shall be entitled to reimbursement in the amount of twenty dollars (\$20.00).
- 11:04 All travel claims must be fully detailed on the Company's "Employee's Expense Account Report" and supported by the relevant vouchers, as required. Except in cases of emergency, all employees shall receive authority from the Company's Human Resources Management prior to making any travel arrangements or accumulating expenses on the Company's behalf.
- 11:05 Employees discharged for cause or voluntarily signing-off, shall not be eligible for travel expense from his/her point of discharge or sign-off.

Article 12 – Union Access

- 12:01 The Company agrees to permit union representatives on board vessels for the purposes of meeting and consulting with its members covered by this Agreement. Representatives of the Union shall first present themselves to the Captain or Officer In Charge. Such representatives shall not interfere in any way with the operations of the vessel.
- 12:02 The Union shall supply the Company with the names of its representatives, including the on-board delegate. The delegate shall be permitted to hold meetings on board to consult with the members of the bargaining unit. The delegate shall seek permission from the Captain and the Union agrees the meeting shall not interfere with regular operation of the vessel.

Article 13 – Protective Clothing, Uniforms & Safety Equipment

- 13:01 Whenever items of clothing or other safety equipment are supplied to crewmembers as per the Company's policy, or where the Company has identified positions where the wearing of safety clothing or the use of related safety equipment is mandatory and the crewmembers must wear or use these items whenever they are on duty in accordance with their departmental and Company policy.
- 13:02 After the twelve (12) month employment probation period has been served and annually thereafter all deck and engine room employees shall receive two (2) pairs of regular coveralls plus one (1) pair of insulated coveralls for winter use and receive a safety footwear allowance of two-hundred dollars (\$200.00) annually. All employees are required to report to work with steel toe footwear (boots and/or shoes) for use at all times while working on board.
- 13:03 Galley staff shall report and wear safety shoes and whites while working. Safety shoes, pants, shirts and related attire shall be

provided and paid for by the employee. After the twelve (12) month employment probation period has been served and each 6 (six) months thereafter, the Company will provide each galley staff employee with a safety shoe/clothing allowance of one-hundred and fifty dollars (\$150.00).

Article 14 – Tour of Duty

- 14:01 While engaged in the shuttle tanker trade, the normal tour of duty will be approximately thirty-five (35) days on and thirty-five (35) days off. All employees must realize that they are expected to stay on board at least thirty-five (35) days and no crew change will take place prior to thirty-five (35) days. Therefore, employees shall receive thirty-five (35) days off. While the vessel is not engaged in the shuttle tanker trade, the tour of duty may vary from the above.
- 14:02 Crewmembers should recognize that the leave system is a one (1) on and one (1) off rotation with time periods on board being approximate. On occasion, it will be impractical to adhere strictly to the normal shift system and a delay or advancement of the relief date may be necessary for operational reasons or to provide a more cost effective crew change.
- 14:03 The Company will make every attempt to assure where reasonable that all members get all of their leave days rather than be paid for those leave days.
- 14:04 Crewmembers required to remain on board the vessel past their regular crew change day due to vessel scheduling or lack of relief, shall be paid two (2) times their full daily rate for each day required to remain on board after day thirty-nine (39). Any accumulated days beyond thirty-nine (39). Any accumulated days beyond thirty-nine (39) shall be paid on their next pay cheque. This Article is applicable to normal crew change schedule and any deviations from the normal crew change as a result of employee request for changes or adjustments for Christmas scheduling are exempt.

Article 15 – Normal Work Routine

- 15:01 Crewmembers will work a normal twelve (12) hour day with the watch system to be specified by the Master. All crewmembers covered under this Agreement are considered GP (general purpose) crews and as such will work on board as required.
- 15:02 The vessel's operation and all tasks related to her safety, marine emergencies, drills or the need to carry out any additional work required regarding the unique operations of the vessel and maintenance, shall be completed at any time requested by the Master or his/her representative under the terms and conditions as outlined in this agreement.
- 15:03 Any hours worked in excess of twelve (12) hours per day requested by the employee's responsible superior will be paid at the overtime rate, as provided for in Appendix 'A', except where this extra work is performing normal mooring operations, unmooring, bunkering, or emergency drills. An allowance of twenty-six (26) hours overtime per year for such normal port and vessel related duties is included in each crew member's consolidated day-rate.
- Additional meals, regular crew of twenty-three (23) persons plus three (3) cadet positions, \$7.00 per meal per person above the crew complement will be paid to the galley staff
- 15:04 All vessel maintenance work completed outside the employee's daily twelve (12) hour work routine shall be subject to the payment of overtime as provided for in Appendix 'A'.
- 15:05 It is agreed that overtime will be paid to the nearest quarter hour.
- 15:06 A workday shall be defined as any day in the week and the hours of work shall not exceed the hours of work and rest as outlined by Transport Canada in the crewing regulations.

Article 16 – Consolidated Day Rate

- 16:01 Wages are based on consolidated day rates, calculated to the nearest half-day upwards on board. The payment rate shall be equal while working and on leave. The consolidated daily rate includes basic pay for a twelve (12) hour day, overtime allowance as per Article 15:03 leave pay, sick leave, and statutory holidays as outlined by current Federal Government legislation, travel and vacation pay at 6%.
- 16:02 Company will pay full sea day for on signers and off signers during regularly scheduled crew changes that occur within Newfoundland and Labrador and outside Newfoundland and Labrador. This may result in employees having additional leave days to be paid out at year end, i.e. October 31st each year.
- 16:03 Crew changes will be scheduled for the beginning or mid-day where possible. It is expected travel to or from the vessel will be completed in one day. In instances where one way travel exceeds one (1) day, employees will be paid at the basic day rate calculated to the nearest one-half (1/2) day for any travel time exceeding that one (1) day. In this instance, he/she will not accumulate leave for travel time.
- 16:04 An employee shall not receive travel pay for any period that he/she is receiving his/her regular on board work rate. Where an employee has, a qualified travel earning period and a work period during any half (1/2) day, he/she shall receive the regular on board rate and accumulate leave accordingly.
- 16:05 At no time shall an employee qualify to receive two rates of pay for any one period of time. Employees will receive either regular pay or overtime pay or travel pay.

Article 17 – Remuneration & Annual Changes

- 17:01 Crewmember shall be paid at twice (2) monthly intervals with a total of twenty-four (24) payments per year. Payroll periods will be calculated up to the fifteenth (15th) and the last day of the month with payments made by the 3rd of the following month

covering the end of the month pay period and by the 18th covering the mid-month period. To come into force when Teekay (Atlantic) Management ULC takes over all crew related matters from Cancrew, most likely by January 1, 2018.

- 17:02 Wage rates and other amounts paid to employees as noted in Appendix 'A' forming a part of this Agreement will be effective until December 31, 2021. Future annual changes are to become retroactive to the beginning of the next payroll period after January 1st of each year. These annual adjustments for the crews will be calculated on the average cost of living as determined by the Consumer Price Index (CPI) for the previous twelve (12) month period (October to September inclusive) for Newfoundland and Labrador and published by Statistics Canada or the average wage increase negotiated for other unlicensed personnel employed by other Canadian shuttle tanker operators operating on the Grand Banks of Newfoundland, 2.5% or 3% as per Appendix 'A', whichever is greater.
- 17:03 Should there be no other Grand Banks shuttle tankers or if these other operators are a party to this Agreement, the annual adjustments shall be calculated as the average wage increase negotiated for other unlicensed personnel employed on ships operating in Newfoundland's offshore industry or the average cost of living as determined by the Consumer Price Index (CPI) for the previous twelve (12) month period (October to September inclusive) for Newfoundland and Labrador and published by Statistics Canada, 2.5% or 3% as per Appendix 'A', whichever is greater.
- 17:04 Under no circumstances will new rate adjustments as determined above result in a retroactive adjustment to any previous annual period prior to November 1st of any adjustment year. Where rate change determination is completed after October 31st, the net rate will be retroactive to the beginning of the first (1st) payroll period after January 1st of that annual year.

Article 18 – Shorthand Payment

18:01 If for any reason the vessel sails with less than the normal crew complement for a particular crew classification (i.e. seaman, cook, etc.) the wages for that part of the crew that is missing will be divided among the remaining department members who perform the normal work of the missing crew member(s).

Article 19 – Termination of Crew Member’s Employment

19:01 The Company reserves the right to terminate any crewmember’s employment without notice in the event of a serious misconduct, theft, negligence in the performance duties, breach of Company, Owner’s or Charterer’s confidence, failing to comply with Company’s zero tolerance drug and alcohol policy and/or failure to comply with Company directives. Company directives also include directives made by the vessel’s on board management team including the Master, Chief Engineer or their representatives. This termination is subject to the grievance and arbitration procedure contained in this Agreement.

19:02 Crewmembers shall provide the Company with at least fourteen (14) days notice of their intention to terminate their employment with the Company in writing. The Company shall provide the employee with fourteen (14) days notice of their intentions to lay-off employees as result of lay-up, refit, major modifications, or other conditions affecting the normal operation of the vessel(s). Failure by either party to provide the above required notices will result in the following: the employee upon failure to provide such required notice will forfeit up to fourteen (14) days of earned pay and the Company by failing to provide its notice will pay the employee up to fourteen (14) days of earned pay. The number of days will be the additional number required from the actual notice provided to comply with the fourteen (14) days notice requirement.

Article 20 – Seniority, Lay-off and Recall

- 20:01 A seniority list of all crew members shall be prepared showing current classification, date of hire within this bargaining unit. A copy of the seniority list will be supplied to the Union and posted on board ship.
- 20:02 When a permanent vacancy occurs on a vessel covered by this Agreement, the Company shall post the vacancy on all vessels so that members of the shuttle tankers may apply for that position within the posting period. The posting period shall be forty-five (45) days from date of posting. To avoid disruption in sailing schedules, temporary replacements may be used.
- 20:03 Displacement, transfers, demotions and promotions to positions covered by this Agreement shall be based on ability, qualifications, performance, and seniority. Ability, qualifications and performance being sufficient seniority shall prevail. Company management shall be the sole judge of ability, qualifications and performance.
- 20:04 A seniority list for permanent employees will be compiled annually and updated as required. Employees will be added to the seniority list when they become permanent, on completion of twelve (12) months continuous employment in a position covered by this agreement excluding any training periods. Seniority calculation will be based on an employee's date of hire within the bargaining unit.
- 20:05 Employees with less than twelve (12) months sea service with the Company will be considered on probation and shall have no rights under the seniority rules of the agreement.
- 20:06 When reducing staff, employees with the most seniority will be retained. When increasing staff, laid-off employees will be recalled to fill vacancies for which they are qualified in order of seniority.
- 20:07 Employees shall lose their seniority with the Company when:
- (a) they are discharged for cause;
 - (b) they fail to return to work following a recall (notice period longer than 48 hours) from layoff;

- (c) they fail to return to work following an approved leave of absence or sick leave without just cause;
- (d) they resign;
- (e) they are promoted to a position outside the bargaining unit for a period in excess of twelve (12) months.

20:08 Employees shall retain and accumulate their seniority with the Company when absent due to:

- (a) layoff, not exceeding two (2) years;
- (b) sickness;
- (c) authorized leave;
- (d) union business.

20:09 Laid-off employees recalled to fill a vacancy must report within twenty-four (24) hours if a resident of Newfoundland and Labrador and with forty-eight (48) hours if residing outside the province. The sailing time of the vessel will not be held up awaiting arrival of a recalled employee. The Company may employ any person in order that the vessel may sail when required.

20:10 Provided an employee has been given less the forty-eight (48) hour notice to return to work after being laid-off and the employee is unable to report as required, he/she will have the right to exercise his/her seniority for that position by giving the Company written notice within fourteen (14) days. To retain his/her seniority, he/she shall be available to work the following crew shift when he/she would normally have been required to return to relieve the opposite shift crewmember. Employees to ensure H.R. Department has accurate personal information on file i.e. telephone and cell numbers, e-mail and mailing addresses.

Article 21 – Marine Mishap

- 21:01 In the event of a marine mishap where a crew member suffers the loss of his/her clothing (other than Company issued items) and/or personal effects, the Company agrees to pay compensation for such loss up to the value of two-thousand five hundred dollars (\$2,500.00).
- 21:02 Any employee or his/her Estate making a claim under this Article shall submit a signed affidavit listing the individual items and values claimed.

Article 22 – Bereavement Leave

- 22:01 The Company will grant fourteen (14) days leave at regular day rate to a crew member in the event of a death in the crew member's immediate family. This leave is granted for the purpose of attending the funeral and shall be granted only to those crew members engaged on a tour of duty and will not be granted retroactively. For the purpose of this clause, "immediate family" shall be defined as the employee's parent, spouse or child.
- 22:02 The Company will grant eight (8) days leave at regular date rate to a crew member in the event of a death of grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, and parents-in-law.
- 22:03 In the event of a death to employee's parent, spouse or child, should he/she not qualify for Short Term Disability, the Company will extend bereavement leave to twenty-one (21) days at regular day rate.
- 22:04 While every effort will be made to allow the employee to attend the funeral, it must be realized that the operational requirements for the tanker may be such that it may not be possible for the employee to leave the vessel immediately.

Article 23 – Safety

- 23:01 Safe operation of the vessel is of paramount importance. All crew members shall participate, as required, in all safety related drills and meetings. All persons must comply fully with the Company's operations and safety manuals. All safety regulated directives must be carried out with the utmost dispatch. At all times, crewmembers shall wear the required safety equipment and protective clothing for their work area on board the vessel. Failure to comply with the safety related directive is just cause for instant dismissal.
- 23:02 It is to be understood by all crewmembers that they are required to report on board in a well-rested suitable condition ready for work at least two (2) hours prior to their scheduled working period or prior to the vessel's scheduled sailing time. Failure to report as scheduled for service is grounds for dismissal.
- 23:03 When tanker crewmembers are ashore in port during off duty periods, they must furnish the officer on duty with details of their whereabouts and leave a contact number.
- 23:04 It is agreed that a safety committee will be established on board each vessel. This committee shall meet on a monthly basis to discuss safety matters related to the vessel and a copy of the minutes will be forwarded to the Company and the Union.

Article 24 - Drug and Alcohol Testing

- 24:01 The Union recognizes the Company's right to establish a drug and alcohol policy that is binding upon the employees covered by this agreement. The Union recognizes and supports the Company's policy of zero tolerance towards the presence and use of alcohol and any other non-prescribed drug use while on board or immediately prior to joining the vessel.
- 24:02 This zero-tolerance drug and alcohol policy will include pre-employment and random testing for all crew members.

Article 25 – Group RRSP & Benefits Plan

- 25:01 The Company shall maintain a group medical and life insurance benefit plan. The benefit plan will be cost shared 50/50 between the Company and the employees.
- 25:02 Temporary employees with one-calendar year of continuous employment shall be entitled to full company benefits as outlined in this Article.
- 25:03 Medical benefits currently available through the Manulife Financial "Follow Me" program shall be available to employees who retire from the Company. The retiree will be responsible for payment of the insurance premiums.
- 25:04 Employees will pay 6.66% and the Company shall pay 11.34% to a self-directed Registered Retirement Saving Plan (RRSP). The first payment will be made by the Company after completion of the twelve (12) month probationary period covered in Article 6.
- 25:05 The Company will make twelve (12) installments per year towards the employee's RRSP, at the end of each month.
- 25:06 Participation in self-directed RRSP will be mandatory.

Article 26 – Severance Pay

- 26:01 Employees with over six (6) years of service shall receive severance pay, if their employment is terminated by the Company. They shall receive four days pay for each year of service up to a maximum of sixty (60) days basic pay without leave pay.
- 26:02 Employees dismissed for cause, transferred to another operation while maintaining employment or similar conditions covered in this Agreement shall not be eligible for severance pay.

Article 27 – Leave of Absence

- 27:01** Applications for leave of absence shall be made in writing to the Master of the ship who shall refer all cases to the Operations Manager for consideration and decision; shore personnel shall apply directly to the Operations Manager. Such leave, if granted, will be without pay and under the following conditions:
- (a)** The employee's name shall be continued on the seniority list, and seniority shall accumulate during his/her absence.
 - (b)** The employee must return to work not later than the expiry date of his/her leave, or the expiry date of any authorized extension of it. Failure to report for work on the date required will be cause for termination of the employee's rights under this Agreement.
 - (c)** Leave of absence will not be granted for a period in excess of three (3) months, except in case of sickness. During such leave, except sickness, employees must pay their regular monthly union dues or his/her name will be deleted from the seniority list.
 - (d)** Leave of absence for educational purposes may be granted for a period of up to six (6) months with no loss of seniority and employees shall accumulate seniority during such leave.
 - (e)** During such leave of absence, employees must pay their regular monthly union dues or his/her name will be deleted from the seniority list. The Company agrees to deduct from the pay of each employee the union dues in arrears, if any, applicable under this clause when the employee returns from leave of absence.

Article 28 – Training

- 28:01 The Union and employees warrants that they shall use their best efforts to assist the Company with training through cooperation, funding where available, course content and any other assistance that will improve the skills of the employees.
- 28:02 All crewmembers must be willing to undergo periodic training, upgrading, orientation, etc. as deemed necessary by the Company and/or the Company's client. Crewmembers must demonstrate a minimum level of comprehension for training related to the activities of the vessel and further demonstrate the proper implementation of their specialized training through their work effort.
- 28:03 The employee shall be responsible for any newly legislated required training, courses, up grading and/or certification that become mandatory in the future.
- 28:04 The Company will sponsor and pay for any Company required industrial training, industry courses, up-grading and/or certification that it may consider mandatory for its shipboard employees in the future.
- 28:05 Employees will not accumulate leave days while undergoing Company sponsored training.
- 28:06 Employees who complete a Watchkeeping Mate or Fourth Class Motor Certificate shall be entitled to receive an education bonus in the amount of one-thousand dollars (\$1,000.00) This is a one-time payment and will be paid at the end of one (1) year of continuous employment following receipt of the certificate.

Article 29 – Cadets and other Supernumeraries

- 29:01 The Company is at liberty to have on board each vessel marine cadets or other persons in training from any training center. These persons will not be members of the Union and are not covered under this Agreement. These persons are learning practical job skills by performing and assisting the regular crew to perform their normal duties.

29:02 Supernumeraries, including management personnel, shore based work squads, dry-dock personnel, shore-based trades persons and any other required support persons or observers will be engaged from time to time on board the vessel to support ongoing service maintenance, performing repairs, contract maintenance, prepare reports and as required may be used to assist the vessel's normal crew complement.

Article 30 – Discipline and Arbitration

30:01 Equipment, materials and provisions are provided for safe operation. Any crewmember removing any shipboard item without written permission will be immediately dismissed and prosecuted under the full extent of the law. The Company may conduct random searches of crew to ensure compliance with this policy.

30:02 An employee, who has completed his/her probationary period, twelve (12) months, will not be disciplined or discharged without an investigation and report by the vessel's senior staff.

30:03 Should an employee believe he/she has been unjustly dealt with, or that any of the provisions of this agreement have not been complied with, the procedure for adjustment shall be as follows:

30:04 Notify the Master of the grievance. A decision will be rendered within ten (10) days provided the vessel has entered port during this period. If the vessel has not entered port during this time frame, then the Master's time allowance to respond shall be extended to the date of entering port plus three (3) days. Should the employee not be satisfied with the Master's decision, then the Union can present his/her grievance to the Company's operations manager in writing. The Company operations manager shall have ten (10) working days from the date of receipt to respond and give his/her written decision.

30:05 Should the response from the Company's operations manager not be suitable to settle the grievance, then the grievance may be referred by either party to arbitration within ten (10) days. Both the Company and the Union shall nominate a

representative to serve on the arbitration panel and those representatives shall agree together to the selection of a third person who will chair the panel. If the parties cannot reach an agreement on the selection of a chairperson, then either party may refer the matter to the Minister of Labour for Canada who shall select and appoint a chairperson.

30:06 A decision of the panel shall be final and binding upon the Company, the Union and all persons concerned.

30:07 The expenses, fees and costs of the chairperson shall be paid jointly by the parties of this Agreement.

Article 31 – Strikes and Lockouts

31:01 The Union agrees that there will be no strike or stoppage of work either complete or partial during the life as outlined in Article 33 of this agreement and the Company agrees that there will be no lockouts.

Article 32 – Incentive Supplements and Bonus

32:01 The Company reserves the right to introduce on board a system of incentive supplements and/or bonuses to encourage and reward employees or groups of employees, who contribute to the overall safety and/or effectiveness of the vessel's operations. Areas for consideration include personal health and safety, accident prevention, protection of the environment, security of assets, performance and milestone achievements, etc.

32:02 The Company will fund one entry scholarship per tanker valued at one-thousand dollars (\$1,000.00) for an employee's dependent attending a public post-secondary Institution.

32:03 The Company will recognize years of continuous employment in a full-time position with the Company. For the purpose of this Article, service shall be paid time with the Company. Employees who are on payroll as of October 31st, shall receive payment from the Company November 30th, of the next year as follows:

- One (1) year of service \$ 1,500
- Two (2) years of service \$ 2,000
- Three (3) years of service \$ 2,500
- Four (4) years of service \$ 3,000
- Five (5) years of service \$ 3,500
- Six (6) years of service \$ 5,000
- Seven (7) years of service \$ 5,500
- Eight (8) years of service \$ 6,000
- Nine (9) years of service \$ 6,500
- Ten (10) years of service \$ 7,000

Employees who are absent from work during that year shall receive a pro-rated payment. Employment on a temporary basis will not qualify towards eligibility. The Company shall recognize seniority bonus earned from the previous employer and shall adjust annually based on above.

32:04 Employees, who resign from the Company, forfeit the payments outlined above in 32:01 and 32:03. Employees age sixty (60) years and older who retire from the Company with maximum years of service as per Article 32:03 are entitled to pro-rated payment.

Article 33 – Duration and Coverage of Agreement

33:01 This Agreement shall be in effect from date of signing and remain in effect for the life of the Hibernia oil field or six (6) years whichever comes first and shall automatically renew itself from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the expiration date of a desire to terminate this agreement. This Agreement is subject only to this Company crewing the Hibernia shuttle tankers for the life of the project and employing crew members for positions covered under this Agreement.

33:02 Both parties agree that this Agreement can be modified from time to time by mutual agreement. These changes would be covered in writing and become part of this Agreement as "Letters of Understanding". It is further agreed that this Agreement shall be subject to review every five (5) years to discuss all articles of this Agreement. The following Articles can

only be modified or changed by mutual agreement and not subject to arbitration:

Article 7 – Labour Pools

Article 9 – Inter-department Flexibility

Article 14 – Tour of Duty

Article 15 - Normal Work Routine

Article 16 – Consolidated Day Rate

Article 17 – Remuneration and Annual Changes

Article 31 – Strikes and Lockouts

Article 33 – Duration and Coverage of Agreement

- 33:03** Any items other than the excluded Articles in Article 33:02 upon which no agreement can be reached, will be referred to an arbitrator for binding arbitration. If the parties cannot agree on an arbitrator, the Minister of Labour for Canada will be asked to appoint one. It is agreed that the cost of arbitration will be shared equally between both parties.
- 33:04** It is hereby agreed between the Company and the Union that the Company has the sole right to extend this Agreement to any other vessel that may come under crew management for the positions covered under this Agreement in the future. All terms, rates and conditions to be the same except where reference is made specific to the vessel such as the type, number of crew members, day-rate remuneration for crew members on that type of vessel or the area of operations for the vessel. It is to be understood that wage scales and leave system may be different for different vessel types.

IN WITNESS WHEREOF the parties hereunto affix their Seals and Signatures
this 15th day of December, 2017.

Signed on behalf of:

Teekay (Atlantic) Management ULC

Al Be

Witness

Louise Dault

Fish, Food and Allied Workers (FFAW-Unifor)

greg pretty

Witness

John Bland

[Signature]

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Appendix 'A'

Pay Scale and Rates for the period of November 1, 2016 to October 31, 2017

	Leading Seaperson and Chief Cook	GP Crew	Cook Steward	Clerk	Steward (If required)
	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
Consolidated Day Rate	\$468.03	\$421.91	\$421.91	\$384.50	\$384.50
Basic Annual Salary	\$85,413.03	\$76,999.63	\$76,999.63	\$70,169.32	\$70,169.32
RRSP @ 11.34%	\$9,685.84	\$8,731.76	\$8,731.76	\$7,957.20	\$7,957.20
Total	\$95,098.87	\$85,731.39	\$85,731.39	\$78,126.52	\$78,126.52
Regular Day Rate	\$234.01	\$210.97	\$210.97	\$192.23	\$192.23
Overtime Rate	\$42.25	\$38.06	\$38.06	\$34.71	\$34.71

Pay Scale and Rates for the period of November 1, 2017 to December 31, 2018

	Leading Seaperson and Chief Cook	GP Crew	Cook Steward	Clerk	Steward (If required)
	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
Consolidated Day Rate	\$479.73	\$432.46	\$432.46	\$394.11	\$394.11
Basic Annual Salary	\$87,548.36	\$78,924.62	\$78,924.62	\$71,923.55	\$71,923.55
RRSP @ 11.34%	\$9,927.98	\$8,950.05	\$8,950.05	\$8,156.13	\$8,156.13
Total	\$97,476.34	\$87,874.67	\$87,874.67	\$80,079.68	\$80,079.68
Regular Day Rate	\$239.86	\$216.24	\$216.24	\$197.04	\$197.04
Overtime Rate	\$43.31	\$39.01	\$39.01	\$35.58	\$35.58

**Pay Scale and Rates for the period of
January 1, 2019 to December 31, 2019**

	Leading Seaperson and Chief Cook	GP Crew	Cook Steward	Clerk	Steward (if required)
	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
Consolidated Day Rate	\$491.72	\$443.27	\$443.27	\$403.96	\$403.96
Basic Annual Salary	\$89,737.07	\$80,897.74	\$80,897.74	\$73,721.64	\$73,721.64
RRSP @ 11.34%	\$10,176.18	\$9,173.80	\$9,173.80	\$8,360.03	\$8,360.03
Total	\$99,913.25	\$90,071.54	\$90,071.54	\$82,081.67	\$82,081.67
Regular Day Rate	\$245.86	\$221.65	\$221.65	\$201.97	\$201.97
Overtime Rate	\$44.39	\$39.99	\$39.99	\$36.47	\$36.47

**Pay Scale and Rates for the period of
January 1, 2020 to December 31, 2020**

	Leading Seaperson and Chief Cook	GP Crew	Cook Steward	Clerk	Steward (if required)
	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase
Consolidated Day Rate	\$506.47	\$456.57	\$456.57	\$416.08	\$416.08
Basic Annual Salary	\$92,429.18	\$83,324.67	\$83,324.67	\$75,933.29	\$75,933.29
RRSP @ 11.34%	\$10,481.47	\$9,449.02	\$9,449.02	\$8,610.84	\$8,610.84
Total	\$102,910.65	\$92,773.69	\$92,773.69	\$84,544.13	\$84,544.13
Regular Day Rate	\$253.24	\$228.30	\$228.30	\$208.03	\$208.03
Overtime Rate	\$45.72	\$41.19	\$41.19	\$37.56	\$37.56

**Pay Scale and Rates for the period of
January 1, 2021 to December 31, 2021**

	Leading Seaperson and Chief Cook	GP Crew	Cook Steward	Clerk	Steward (if required)
	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase
Consolidated Day Rate	\$521.66	\$470.27	\$470.27	\$428.56	\$428.56
Basic Annual Salary	\$95,202.06	\$85,824.41	\$85,824.41	\$78,211.29	\$78,211.29
RRSP @ 11.34%	\$10,795.91	\$9,732.49	\$9,732.49	\$8,869.16	\$8,869.16
Total	\$105,997.97	\$95,556.90	\$95,556.90	\$87,080.45	\$87,080.45
Regular Day Rate	\$260.84	\$235.15	\$235.15	\$214.27	\$214.27
Overtime Rate	\$47.09	\$42.43	\$42.43	\$38.69	\$38.69

Note 1: Final Income would be the above basic salary plus any overtime earned. Employees work 35 days on board approximately, followed by approximately 35 days on leave.

Note: 2 Appendix 'A' rates represent negotiated increases and will apply as per Article 17.

Letter of Understanding

August 1, 2017

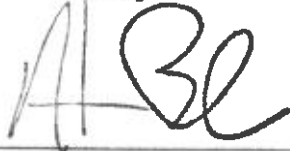
Application of Seniority

Crew transition from Cancrew to Teekay on first tanker arrival fall 2015 and subsequent arrivals.

The parties agree the first vessel will be crewed by its most senior Canship crewmembers who have applied for positions.


For the remaining vessels due to come into service in 2017, 2018, the crews will come from the retiring Cancrew tankers. At the end of the transition period over all seniority rankings will apply as per the Cancrew seniority list.

For: Teekay



A handwritten signature in black ink, appearing to be 'A. Be', written over a horizontal line.

For: FFAW-Unifor



A handwritten signature in black ink, appearing to be 'Sue Perry', written over a horizontal line.