

Collective Agreement between

Javitech Limited

And

Teamsters, chauffeurs, warehousemen,
helpers & miscellaneous workers

Local 927

Effective:
01/Jan/2017

Terminates:
31/Dec/2019

14974 (02)

Source:
Employees:
Wages :
Received: 12/Jun/2018

ARTICLE 1 – PURPOSE AND INTENT

- 1.01 The parties hereto agree that the purpose and intent of this agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one party to the other, to formulate rules to govern the relationship between employees and employer, to promote efficiency and service, to secure a prompt resolution of problems and avoid interference with the efficient operation of the employer's business and to set forth herein the basic agreement covering rates of pay, hours of work, dispute procedure, and other conditions of employment of employees covered by this agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The employer recognizes the union as the sole and exclusive bargaining agent for those employees of the employer identified in accordance with the certification certificate issued by the Nova Scotia Labour Relations Board, dated the 1st day of May, 2013, which includes the employees of Javitech, Halifax NS, operating out of Halifax and all satellite offices worldwide, comprising of fishery observers performing duties in the waters of Canada and the International waters beyond.
- 2.02 The company agrees that all work involving the observing of fish and or fisheries, including but not limited to camera and computer monitoring shall be work exclusive to the bargaining unit. The terms and conditions of such work will be negotiated before the work commences.**

ARTICLE 3 – UNION SECURITY

- 3.01 The employer agrees that, as a condition of employment, or continued employment, all employees must sign a form indicating that they agree to the employer deducting union initiation fee and union dues from the employee's pay cheque as outlined in article 6 of this agreement.

ARTICLE 4 – DEPLOYMENT

- 4.01 Sea days, per observer, are based on the 365 days previous to the date the roster list is generated. This shows the amount of all sea days an observer has had in the last year as well as a ratio of what is called high profile deployments (currently shrimp trips and other categories of trips that may be added that require more training and experience or are of a longer duration) to low profile sea days. If a trip comes up, then the observer with the least amount of sea days on the roster list would be the next observer called. With respect to high profile deployments, the observer with the lowest ratio would be the next observer called for the deployment, with some priority given to the observer closest to the area of deployment.
- 4.02 Logistics, such as expense and location, are factors considered when selecting an observer for deployment for high and low profile trips. Specifically, in the case of a vessel being covered out

of one deployment area, the next observer available in that area would be given priority over an observer from another area. Observer experience must also be taken into consideration since not all observers are capable of tasks required for all fisheries covered. Specifically, only qualified observers, as determined by the management, will be assigned to high profile deployments.

- 4.03 (NEW ARTICLE) In the case of extended and multiple deployments away, it will be at the discretion of the FO whether or not to accept complete deployments or groups of deployments that go beyond 25 days total including land days. Should a FO decide not to accept such an extended deployment, such FO shall not suffer any repercussions resulting from the decision, including but not limited to, unfavorable placement on the roster. The company will inform the FO to the best of their ability, the length of the deployment at the time of assignment.**
- 4.04 (NEW ARTICLE) A minimum of six (6) hours notice of deployment will be given whenever possible. If the minimum notice is not given the FO may request and the company will provide supporting documentation indicating that they were unable to provide this minimum notice.**

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.01 A grievance shall consist of a dispute concerning interpretation and application of any clause in this agreement, alleged violation of the agreement and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the agreement.

If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by arbitration.

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps. At any step, an employee covered by this agreement will, upon request, be accompanied by a steward or business representative when called into the company's office for any discussion which may result in disciplinary action or a grievance.

- 5.02 a) Step 1 – Verbal between the employee and the supervisor or designate

Within seven (7) days of the matter giving rise to the concern, or up to thirty (30) days if the matter is not immediately known, the aggrieved employee, with the shop steward and or union business agent, if requested or deemed necessary by the union, shall attempt to resolve perceived or alleged violations to the collective agreement verbally with the supervisor or his designate. Time limitations shall not apply to laid off employees claiming that they have not been recalled.

- 5.03 b) Step 2 - Supervisor or designate

Failing a satisfactory settlement at Step 1, a grievance will be submitted in writing, by the union or its members, to the supervisor or his designate, within seven (7) calendar days from the date the company responds to Step 1. The parties; the union, the steward and the concerned member(s), along with whoever the company deems necessary, shall, at a time

agreeable to the parties, and to the operations of the observers, meet to resolve the grievance. The company shall render their decision in writing within seven (7) calendar days from the date that the grievance was heard.

5.04 c) Step 3 – Arbitration

i) Failing a satisfactory settlement at Step 2 and within twenty five (25) calendar days from the date the company responds as per Step 2, the union business agent may request the matter be settled by arbitration, for which the parties, the union and the company, will share the costs.

ii) The union shall make no less than two (2) attempts to get the company to agree on an arbitrator, after which, either party may request that the Minister of Labour appoint an arbitrator.

iii) After two unsuccessful attempts to secure dates between the parties, the arbitrator, at her/his sole discretion, shall apply dates for the matter to be heard. The arbitrator shall render a decision within thirty (30) days, and that decision shall be binding on the parties.

5.05 At any time between the end of Step 2, and when the arbitration is heard, the parties may, in any non-binding forum, attempt to resolve the matter.

ARTICLE 6 – UNION DUES

6.01 From the date of completion of the probationary period, the employer agrees to deduct union dues from the pay of each employee and remit the monies to the union office no later than the 25th day of the following month. Further, the company agrees to deduct from each employee the union initiation fee of fifty dollars (\$50) at the completion of the employee's probationary period.

6.02 **(replaces old 6.02 re. Int. Bylaw Requirement) The Union will indicate by letter to the Company the amount(s) of initiation, dues and arrears to be deducted from the FO for remittance to the union.**

ARTICLE 7 – DISCIPLINE

7.01 The employer shall not discharge, suspend or discipline any employee without a just cause. In the event that an employee is discharged, suspended or disciplined and he believes that such action was taken without just cause, he may file a grievance under the rules governing grievance procedures outlined in Article 5.

7.02 The employer requires each employee to sign the documents attached in Appendix B (Code of Conduct) of this agreement. A breach of the terms and conditions set out therein of the document may be grounds for discipline.

7.03 The union agrees that it will not hold the employer liable, nor will it pursue any grievances, actions or arbitrations against the employer in the event the captain or owner of a vessel refuses the services of an observer.

The employer, if requested to do so by an employee, will make representation to the captain or owner of that vessel on the employee's behalf requesting a written decision as to the reasons for their refusal of services.

- 7.04 The union, the shop steward and the employee will be notified in writing of all disciplinary measures. Failure to comply will render the discipline null and void.

ARTICLE 8 – INDIVIDUAL BARGAINING

- 8.01 The right of an employee to deal with his employer individually is preserved, but any arrangements made on such a basis must not conflict with any of the terms and provisions of this agreement.

ARTICLE 9 – NO STRIKES – NO LOCK-OUTS

- 9.01 During the present agreement, or any renewal thereof, there shall be no strike, no partial or total stoppage of work, nor any form of slow-down on the part of the employees or of the union.

ARTICLE 10 – SHOP STEWARDS

- 10.01 The employer acknowledges the right of the union to appoint shop stewards. The union will inform the employer, in writing, of the names of the stewards and any subsequent change therein. The employer shall not be asked to recognize any steward until such notification has been received from the union.

ARTICLE 11 – MANAGEMENT RIGHTS

- 11.01 All functions, rights, powers and authority which customarily lie within the jurisdiction of the employer and which are not specifically abridged, delegated or modified by this agreement, are recognized by the union as being retained by the employer. These rights include but are not limited to the following:
- a) to maintain efficiency and to make, alter and enforce posted rules and regulations to be observed by the employee;
 - b) to direct, hire, promote, demote, discipline, suspend or, dismiss employees;
 - c) to evaluate employees and jobs, classify positions, establish qualification requirements, and to specify employee duties and responsibilities;
 - d) to manage and operate the business in all respects, and without restricting the generality of the foregoing to determine the services to be rendered, the methods, the work procedures, the kinds of locations used; to select, control and direct the use of all material required in

the operation of the business, to require suitable dress, to schedule work and services to be provided and performed.

- e) to negotiate with the union, in exceptional circumstances, salary based deployment(s).

ARTICLE 12 – UNION ACTIVITY

12.01 a) For purposes of an employee attending any labor convention or serving in any capacity or other official union business, the employer agrees to grant time off without discrimination, penalty, and without pay to any employee designated by the union, provided that the observer is not at sea, and has not accepted a deployment.

b) The union agrees to notify the company immediately upon requiring the observer for official union business. An observer granted such leave will be designated as an available observer on the roster list, after completion of the union duties, and, for the purpose of the roster, in a position according to his accumulated sea days prior to going on leave.

ARTICLE 13 – WAGES

13.01 The employer agrees to pay wages in accordance with the classifications and rates as set out in Appendix A, which is attached to and forms part of this agreement. It is also agreed that the pays will be every two weeks and received no later than midnight Wednesday of the pay week.

ARTICLE 14 – BASIS OF PAYMENT

14.01 The observer will be paid according to the following definitions

a) Calculation of observer time

i) The maximum amount payable for any calendar day, (for which there may have been both "sea time" and "travel and stand-by time" accruing) will be equivalent to the rate for one observer sea day unless an observer works a portion of a second sea day under another contract in which case the observer will be paid an additional sea day or prorated portion thereof.

ii) If an observer in any calendar day is at sea for a period of 8 hours the observer shall be paid a full sea day, any time less than 8 hours shall be pro-rated to reflect the actual time worked.

iii) In the specific case of an observer being required to act as dockside monitoring during unloading in any calendar day, the observer shall be paid a full sea day.

iv) The union and the employer have an understanding regarding deployments that have sailing and landing dates less than 24 hours apart but over two calendar days. This situation will be revisited when the employer negotiates with industry.

v) In the specific case of an observer being required to deploy to multiple trips where the sailing and landing date is the same calendar day and less than a full sea day is earned; the employer agrees to negotiate with the union a salary based compensation.

b) Deployment area and points of briefing/debriefing

i) Deployment areas are specific operational areas close to the ports of sailing. Currently Javitech operates within the following (8) deployment areas.

ii) South West (NS), Central (NS), Eastern (NS), Acadian Peninsula (NB), Gaspé Peninsula (PQ), PEI, Magdalen Islands (PQ), Newfoundland and Labrador.

iii) The delineation of the areas are the; Lunenburg/Queens and Annapolis/Kings county lines for the border between South West (NS) and Central (NS), Halifax/Guysborough and Clochester/Pictou county lines for the border between Central and Eastern areas. All other areas at this time are delineated by provincial boundary lines.

iv) The point of briefing/debriefing in any deployment area (this is the point from which any travel mileage shall be clocked from) shall be the observer residence or office in the area, whichever is closer to the point of deployment. The employer and the union have an understanding that this point shall be revisited when the employer has opportunity to renegotiate with industry

v) The deployment area list will be updated as the employer starts to operate in other areas. Such updates shall be negotiated between the parties and added to the collective agreement as a letter of understanding. The intention would be to add the new areas to the body of the collective agreement at the next sit.

c) Travel and standby time

A stand by day is equivalent to half an observer sea day rate and shall be paid when a observer accrues four hours of "travel and standby time". When a minimum of two hours has been accrued during travel a prorated stand by day shall be paid.

"Travel and Standby time" means time that an observer:

Is traveling directly;

- i) From the point of briefing to the port of sailing of the assigned vessel
- ii) From the point of landing of the assigned vessel to the point of debriefing
- iii) From a port of landing of one assigned vessel to a port of sailing of another assigned vessel if the observer cannot return home between legs

- iv) Spends in direct travel between their residence or the deployment base and ports of sailing and landing, during a multi-leg deployment.
- v) Spends (while on travel status), waiting for the departure of an assigned vessel. "travel and standby time" will be paid when a firm departure time has been established and the vessel does not sail at the designated time.
- vi) Observers working or training at the request of company shall be paid the equivalent of a standby day or prorated stand by day whichever is applicable.
- vii) Observers will be paid mileage in accordance with article 14 from point of briefing until they reach the port of sailing, and the point of landing to point of debriefing. This includes but is not limited to travel for the purpose of picking up or transporting any special gear, equipment or paperwork needed for a trip that the observer would not be expected to normally have in their possession.

"travel and standby time" shall not be allowed for

- i) Briefing and debriefing times
- ii) Waiting at home for the departure of an assigned vessel, if the waiting does not interfere with the accepting of another deployment, in which case, such time will be paid as a standby day.
- iii) Time when a stand down notice has been issued before the observer has incurred expenses or travel for the trip which the stand down was issued.
- iv) Travel between observers residence and employers office for the purposes of briefing/debriefing or for the normal re-supply of paperwork and gear.

ARTICLE 15 – HIRING POLICY

15.01 The Employer agrees to maintain its man-power strength only at that which is necessary to fulfill the demands of supplying observers for it's contracts, and the employer further agrees that in accordance with Article 1 of the agreement that it will attempt to distribute employment opportunities in a fair and equitable manner to the members of the bargaining unit as defined in this agreement.

The company agrees that the union may have input into any hiring criteria in regards to certified observer qualifications. This may include from time to time the presence of a certified observer,

appointed by the union on any hiring interview board. The union recognizes that the final hiring decision rests with the company.

ARTICLE 16 – TRAVEL AND LIVING

16.01 a) The employer agrees to pay travel; accommodation and meal expenses from the point of briefing or residence, to the time of departure and from the time of return to the point of debriefing, or residence and to appear for a hearing in relation to their official duties as an observer. The amounts for meals will be based on receipts up to the following amounts:

\$11 Breakfast

\$14 Lunch

\$25 Supper

b) Furthermore, meals will be reimbursed when observer is in travel status for at least two hours, and:

i) Any part of travel status has to fall between 0600 – 0800 for breakfast, 1130 – 1330 for lunch, 1730 – 1930 for supper;

ii) When departing office / residence for deployments, departure has to be prior to 0630 to claim breakfast, 1200 to claim lunch, and 1700 to claim supper;

iii) When arriving to office / residence from deployment, arrival has to be after 0800 to claim breakfast, 1300 to claim lunch, 1930 to claim supper;

iv) Meals are not reimbursable while in travel status within headquarters area (16 km radius from the office / residence).

c) The employer will make arrangement for cash advances related to observer expenses when requested to do so by the employee if the employee is in good standing with the company.

d) Travel involving the observer's personal vehicle within a deployment area (that the observer is currently residing in) **they shall be reimbursed at the rate of \$0.45 (forty-five cents) per kilometer.** The employer will display this amount on the company website.

e) Travel involving the observer's personal vehicle between the deployment areas, will be reimbursed at 0.25\$ per kilometer. Travel will not be paid if observer leaves a deployment area on his / her own accord without management approval.

f) When an observer is asked to relocate directly to company accommodations the amount of 0.25\$ per kilometer will be reimbursed for the distance between the observers personal residence and the accommodations.

g) When an observer is asked to deploy on a trip that is outside their area of residence, the observer will clock the total distance traveled. The observer **shall be reimbursed at the rate of \$0.45 (forty-five cents) per kilometer** for travel equal to the distance from the accommodations to the port of departure and 0.25\$ per kilometer for the rest of the travel distance.

h) Travel outside Canada will be reimbursed for reasonable expenses supported by receipts. Otherwise, the minimal allowances will be as per federal government standards.

16.02 The employer will, when required, pay travel expenses over and above those outlined in the agreement. The employer will pay such expenses in those instances where an employee is called up for a trip and the trip is cancelled and the employee was sent home prior to deployment.

16.03 Expense claims & weekly activity sheets:

Changes made to any claim submitted shall be identified, copied and returned along with the original claim form. The reimbursement for travel expenses to the member will be paid out no more than 4 weeks after the date the claim was presented to the employer. **Should an expense cheque take longer than 4 weeks to pay out, and the delay be no fault of the FO, such expense cheque will be subject to 2% (two percent) interest payable by the company to the FO to make up for interest paid by the FO for carrying such expenses for the extended period.**

16.04 The company agrees that in order to expect an observer to reside for any period of time in quarters provided by the company that it shall maintain reasonable standard of living. Perceived issues with company quarters may be handled through the health and safety committee or the grievance process.

16.05 The company will also insure that there are fire extinguishers and first aid kits that each appliance is in working order, that windows and doors are secure and that there will be a battery operated radio or internet provided on the premises.

16.06 The Observers will treat any company provided quarters with respect. They shall maintain the level of cleanliness and of mutual respect for the other observers living there. Any damages to the accommodations proven to have resulted from the employee's negligent behavior, as determined by the company and subject to the grievance process, will be employee's financial responsibility.

Observers who allow the use of provided accommodations to individuals other than current Javitech employees, unless approved by the management may be subject to discipline.

16.07 (New Article) For every 3 (three) consecutive meal periods spent while awaiting deployment and while staying at any company provided lodgings the company will pay to the FO the amount of \$25 (twenty five dollars) as a per diem without the requirement of a receipt.

ARTICLE 17 – COURT CASES

- 17.01 Any observer that misses a trip due to a court case where the member is not the defendant or due to a hearing that arises from the employee's official duties as an observer, or due to waiting for cancelled hearing or scheduled court case, that observer will have priority for their choice of deployments.

Any observer who is required to attend hearings or court cases that arise from the employee's official duties as an observer will be paid the full land day rate for each day, or part thereof, that the employee is required to work as well as mileage and meals.

ARTICLE 18 – NEGOTIATING COMMITTEE

- 18.01 The employer acknowledges the right of the union to appoint or otherwise select a negotiating committee of not more than four (4) employees. However, a union representative may also be included in the negotiating committee or to any matter which properly arises from time to time during negotiations pertaining to this and subsequent agreements.

ARTICLE 19 – LAY-OFF AND RE-HIRE

- 19.01 The union agrees that the employer may temporarily lay off an employee without notice, at the conclusion of the employee's tour of duty.

The employer agrees to abide by the call-up procedure outlined in Article 4 and re-hire, as soon as possible, those employees on lay-off.

ARTICLE 20 – CONTRACTING OUT

- 20.01 The union agrees that should it become necessary during the course of this agreement for the employer to contract out work to other firms, agencies, organizations, or individuals, that such contracting out may be done by the employer provided that all of its available observers are deployed. Furthermore, the company endeavors to maintain appropriate staffing levels. Such contracted employees, if they are performing the work of bargaining unit members, will be permitted into Teamsters Local 927 and as such will pay the dues of twenty five dollars (\$25) each pay period (every two weeks) without a yearly cap and shall not pay initiation and shall not become a member of the Teamsters unless hired by the company.

ARTICLE 21 – PROTECTION FROM LITIGATION

- 21.01 The observer shall be protected by the company against any and all personal litigation that may result from the duties of the observer.

ARTICLE 22 – TRAINING COURSE

- 22.01 Both parties to this agreement accept that from time to time to meet requirements for observers, that it will be necessary to hold training courses and expand the number of observers. Notwithstanding this, the company will use its best efforts to keep the number of observers to a minimum.

ARTICLE 23 – BENEFITS AND PENSION

- 23.01 The company commits to maintain the current benefits and pension. The member will be eligible for benefits at the successful conclusion of their probation period, and will be eligible for the pension after 250 sea days have been completed.

ARTICLE 24 – ROSTER LIST

- 24.01 Employees and the union will have the right to review the roster list via a website provided and maintained by the company. The information on the roster list will be no less than all the names of all observers, their status (Available or Active), **their start and or seniority date**, the total sea days of each observer, the total high profile sea days for each observer, and the ratio. **All other information in regards to the roster and or pay rates will be available to the member and or the Union upon request.** The currency of roster list depends on the employee's timely submission of situation reports.
- 24.02 The company, upon request of the union, shall review and provide to the union an updated roster list as per article 24.01 for any or all of the observers, and or report on the recording system used for deployment. The company will grant a review of the individual status of any observer making such request.
- 24.03 Should the company make any decision that affects any observer's status, placement, deployment or availability on the roster list, it will make its intentions known to the union and the member, in writing and or by fax or e-mail
- 24.04 Javitech will provide to the union, every quarter, an updated list of certified observers.

ARTICLE 25 – SENIORITY CATEGORY

- 25.01 a) Seniority shall be defined as the length of time the member has served as a DFO certified observer with Javitech, from the first day worked when the employee was hired for the first time. All employees hired after the date of ratification of the first agreement will have their seniority dated as the length of service from the first day worked of the most recent hiring.
- b) When new hires have the same start date, those observers shall be subject to the draw of names from a hat to determine the seniority within the day. Seniority shall be a factor in promotion, transfer, layoffs and recalls.
- 25.02 An observer may lose his seniority/certification in the following circumstances:

- a) If he/she is dismissed for just cause and not reinstated.
- b) If he/she resigns voluntarily in writing.
- c) If he/she loses his/her certification as an observer, unless they have done so because of lost time due to accident, illness or lack of deployment.

25.03 An observer with more than five years experience can apply for a one year sabbatical, and can return at the end of this period, with no loss of seniority or pay. This is a necessary option for observers to avoid problems caused by “burn out” and job related stress.

This is subject to the following conditions:

- a) No more than three (3) observers at any one time.
- b) Notice in writing, a minimum of three (3) months in advance.
- c) If more than three (3) applications, seniority will decide the placements.

ARTICLE 26 – SAFETY GEAR

- 26.01 a) All observers will be issued a S.O.L.A.S. approved and functional immersion suit. This immersion suit becomes the responsibility of the observer in notifying the Company of deficiencies and damage to it. The observer will ensure that his immersion suit is in good condition.
- b) The Observer may be required to produce his immersion suit prior to deployment for inspection by the company. No suit, no trip. The observer will replace a suit lost or damaged through neglect.
- c) All observers will be issued with an industry approved PFD. The observer is responsible for maintaining this approved PFD in good condition. The observer may be required to produce his PFD prior to deployment for inspection by the company. Should he not produce it, he will not be deployed until such time as he has acquired an approved PFD.

ARTICLE 27 – NOTICE

- 27.01 In all instances under this agreement, excluding Article 5.2, if either party is required to give notice to the other party, such notice shall be given in writing. Verbal notice is not sufficient in any case and, in the absence of notice in writing, any such notice will be considered to have not occurred, and any discipline and or penalties shall be considered null and void.

ARTICLE 28 – AMENDMENT

- 28.01 Amendments to this agreement may be made only by the mutual consent of both parties. Proposed amendments shall be submitted in writing by the party desiring the change and negotiations therein shall start within thirty (30) days of such notice. During negotiations and

thereafter, if no agreement is reached, the provisions of this agreement shall remain in full force and effect.

ARTICLE 29 – ADHERENCE

- 29.01 The failure of either party to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver by or deprive that party of that right thereafter to insist upon strict adherence to that term of any other term of this agreement.

ARTICLE 30 – DURATION AND REPEAL

- 30.01 This agreement shall come into effect on **January 1st, 2017** and shall remain in effect until **December 31, 2019** and from year to year thereafter unless written notice to terminate this agreement or to negotiate a revision of same is given by either between ninety (90) days prior to, and the date of expiration of this agreement.

ARTICLE 31 – HEALTH & LIVING CONDITIONS

- 31.01 Health and living conditions shall be subject to the safety check list.

- 31.02 Right to refuse work

Upon the completion of safety check list, or if safety issues are immediate or apparent to the observer that observer may refuse to do work where he/she has reasonable grounds to believe is dangerous to his or her health or safety, or to the health and safety of another person at the workplace. The employer shall not assign any other observer to that deployment unless that substitute observer has been informed of the prior refusal and the reason(s) for that refusal. The safety check list will also be presented to the substitute observer, if applicable, before he/she may accept that deployment.

ARTICLE 32 – LABOUR/MANAGEMENT COMMITTEE

- 32.01 The company (whomever the company deems necessary) and the union (shop stewards, observers, and the union business agent), shall upon request of any of the parties, meet on a quarterly basis. These meetings will be for the purpose of addressing, discussing and identifying any matters that may be of concern to any of the parties, currently or in the future, and to maintain a harmonious relationship between the parties

ARTICLE 33 – PROBATIONARY PERIOD

- 33.01 All new employees will be on probation. The probationary period will be for six (6) calendar months. Upon successful completion of their probation, an employee will be placed on the seniority list with his/her seniority back dated to their first sea day deployment.

ARTICLE 34 – PERSONAL AND SEXUAL HARASSMENT

- 34.01 Both the company, the bargaining unit and its members consider harassment to be offensive and shall undertake to maintain a respectful work environment in which harassment, whether of a personal or sexual nature, does not exist. Each individual shall be treated with dignity and provided the right to work in an atmosphere free of intimidation and abuse.
- 34.02 All parties agree to cooperate in any investigation of any accusation or complaint or personal or sexual harassment.
- 34.03 Employees are directed to the code of conduct, of the company, a copy of which shall be available to every employee and to the Federal Workplace Relationship Policy.

ARTICLE 35 – AUTHORIZED LEAVE

- 35.01 Upon the request of the Observer, and under the following circumstances, the following days of leave cannot be denied by the company:

After 50 deployment days	minimum of 7 days of leave
After 100 deployment days	minimum of 14 days of leave

Due to deployment schedules it may not be possible to guarantee that the observer will get the actual dates requested. However the company agrees to make every possible effort to ensure that the observer is will get the actual dates requested.

There shall be no pyramiding of leave.

Appendix A - Wages

NS/NL observers			PQ/NB Observer		
Sea day	Standby or land day	Sea days worked	Sea day	Standby or land day	Sea days worked
\$160	\$80	0-60	\$150	\$75	0-60
\$170	\$85	61-120	\$160	\$80	61-120
\$180	\$90	121-200	\$170	\$85	121-200
\$190	\$95	201-300	\$180	\$90	201-280
\$200	\$100	301-400	\$190	\$95	281-360
\$210	\$105	401-500	\$200	\$100	361-440
\$220	\$110	501-600	\$210	\$105	441-520
\$235	\$117.50	601+	\$220	\$110	521-600
			\$235	\$117.50	601+

Any QC/NB observers willing and qualified to work in NS/NL will be placed in NS/NL pay scale according to days of service

The employer reserves the right to advance employees to the next rate of pay based on the following criteria:

- 1/ Timely completion and submission of the data package (refer to code of conduct section 7)
- 2/ Availability for deployments (refer to code of conduct section 7)
- 3/ Performance - sampling duties, professionalism when interacting with vessel crew and captain

The employer must provide the observer with the reasons for not advancing in the pay scale and must give the observer the opportunity to make the required improvements.

Vacation pay:

4% - Date of hire until the top rate is reached

6% - Once top rate is reached

The employer agrees to increase employee's vacation pay by 2% every 5 years after the top pay rate has been reached to a maximum of 10%.

Vacation pay shall not be retroactive, specifically, all observers at the top rate of pay, or receiving 6% vacation pay, will be required to work an additional 5 years before they get 8% vacation pay.

The employer agrees to seek clarification on how vacation pay is paid to employees - unanimous for every pay period with normal pay..

Appendix B - Code of Conduct

- 1) Employees agree to conduct themselves at all times in a professional manner:
 - a. Employees shall avoid any behaviour that could adversely affect the confidence of the public in the integrity of the observer program. They shall conduct themselves in an honest, professional, business like manner in all situations and shall refrain from engaging in any illegal actions or other activities that would reflect negatively on their person or profession;
 - b. Employees shall report objectively any suspected irregularities observed and submit an authentic and verifiable data package and trip report;
 - c. While on board fishing vessels employees shall not consume species for which that vessel has a prohibition to catch and retain;
 - d. Employees shall conform to standards of the workplace including dress codes, hats or hair nets in processing plants, designated smoking areas, eating areas, safety requirements, etc.;
 - e. Employees shall conduct themselves at all times in a manner which does not jeopardize their safety or the safety of others. They shall follow safety instructions provided by the Captain of the vessel.
 - f. Employees shall address all questions, comments and concerns related to observers' work, including the operation and administration of the Observer Program, to the Management of Javitech Limited.

- 2) Observers are required to properly complete all responsibilities as requested by Javitech Limited and / or DFO. Observers agree to diligently collect data as required, refrain from any actions, which might bias data collection, and to submit an authentic and verifiable data package. Any deliberate misrepresentation or fabrication of data will result in dismissal and may result in court action. Observers shall record and report on all aspects of vessel activity. Their duties include but are not restricted to:
 - a. Reporting data pertaining to the adherence of vessels to Canadian laws, particularly the Acts and Regulations governing fishing activities in Canadian waters;

- b. Preparing an orderly documentation of information related to suspected infractions of the Fishery legislation and presenting oral and documented evidence as a witness in a Court of Law;
 - c. Collecting detailed biological and fishery data;
 - d. Reporting information on fishing effort and catch;
 - e. Reporting on the technological characteristics of fishing gear and processing methods;
 - f. Making independent observations of catch, navigational and fishing aids, and fish holding areas;
 - g. Collecting data related to the processing and marketing of fish;
 - h. Reporting on fishing patterns and the relationship of these patterns to catch;
 - i. Collecting regulatory and scientific data on fisheries in Canadian waters and fisheries waters adjacent to Canada;
 - j. Performing other tasks such as collecting hydrological and fish habitat data; and monitoring vessel transshipments, vessel offloading, and dumping of harmful and polluting materials into the oceans;
 - k. Submitting situation reports and expense reports to Javitech's office within one business day from trip's landing;
 - l. Submitting completed data package consisting of data forms and trip report within 3 business days of the completion of each deployment.
- 3) All information collected by Employees during the course of their employment is the property of DFO and / or Javitech Limited.
- a. Employee promises and declares to observe the strictest secrecy in relation to all accounts, communication, information, business and other matters whatsoever from time to time made, communicated to or coming to the employee knowledge in the course of employment in the offices of, or wherever engaged by Javitech Limited and that he/she will never at any time, upon pretence or account whatsoever, without the prior consent of Principals of the Company and/or DFO, disclose, divulge or make known to any person or persons whomsoever, any such accounts, communications, information, business or other matters aforesaid, or the purpose thereof respectively or anything in any matter relating thereto, unless compelled to do so by a court of law, or other legally authorized body.
 - b. All collected data, photographs and literature shall be turned over to Javitech Limited at the completion of the deployment.
 - c. Summer term Employees of Javitech Limited, if required to submit a work term report to their educational institution, agree to present that report first to Javitech Limited management

for verification and to protect the security of business information coming to the Employee's knowledge in the course of employment with Javitech Limited.

- 4) Employees agree to the following Javitech Limited policy on alcohol and other drug use:
 - a. Reporting to work under the influence of alcohol is grounds for immediate dismissal.
 - b. Observers are prohibited from drinking alcoholic beverages while onboard a fishing vessel or boarding a vessel while intoxicated. Violation is grounds for discharge.
 - c. Use or possession of illegal drugs is strictly prohibited and grounds for immediate termination and possible court action.
- 5) Observers will abide by the conflict of interest standards as stipulated under section 39 of the Fishery (General) Regulations. Specifically, employee:
 - a. Is not a holder of a certificate of accreditation issued under the Professional Fish Harvesters Act or a fisher's registration card;
 - b. Does not purchase fish for the purpose of resale; and
 - c. Is not an owner, operator, manager or employee of an enterprise that catches, cultures, processes or transports fish.

Furthermore:

- d. Employee shall disclose any conflict of interest to Javitech Limited in writing as soon as they become aware of the conflict;
 - e. Employee shall not accept a deployment to a vessel owned or operated by their immediate or extended family.
- 6) Employee shall not accept any gratuity in the form of an object or consideration that would place the employee in a compromising position:
 - a. Employee agree not to solicit, accept or receive, directly or indirectly, any gift, whether in the form of money, service, loan, travel, hospitality, employment, promise, sexual favours or any other form that is a benefit to their personal or financial interest, under circumstances in which it could be reasonably inferred that such is intended to influence performance of official duties, actions, or judgement.
 - b. Any offer that may be perceived to be a bribe, even when presented in a joking or non-serious manner, shall be reported immediately to the Management of Javitech Limited.
 - c. Employee shall not accept or purchase fish from his/her assigned vessel.
- 7) Observers agree to be available for deployments on foreign and domestic vessels and for the shore

based assignments upon the request for Javitech Limited at all times except when on leave approved by the Javitech Limited Management. Observers further agree to the following guidelines governing deployment refusals and unavailability:

- a. Observer makes a final decision of deployment acceptance upon boarding the vessel and has a right to refuse a trip due to reasonable safety, health (including absence of smoking policy onboard) and / or living conditions concerns;
- b. Three trip refusals (other than for safety, health and living conditions concerns), during a period of 12 consecutive months will constitute grounds for disciplinary action;
- c. Observer's unavailability for the period of 10 calendar days will constitute grounds for disciplinary action. Observer is considered unavailable for deployments if he/she does not respond to reasonable communication attempts by the Management of Javitech Limited.
- d. Observers relocated to the area in proximity of sailing ports will not leave that area without informing Javitech's management.

(NEW ARTICLE)

APPENDIX C – Letters of Understanding

LOU 1 – Documentation Verification

Any Fishery Observer can request to see a copy of, and or review, any document they have signed and for which changes may or may not have been made, or for which the observer believes that seeing such documents can improve the quality their paperwork. This would include, but is not limited to, Travel and Living Expenses, Assessments, and Debriefing Assessments. Javitech will not unduly refuse this request.

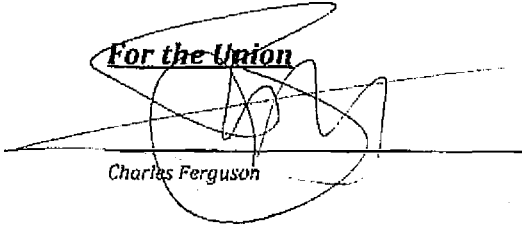
LOU 2 – Resting Periods

- 1. Any FO can request, at the conclusion of any deployment, lodging and or travel and or living expenses, should they feel that at the time of embarkation, they are too tired to operate their motor vehicle safely to their location of rest, and if the company is unable to provide transportation to that same location. Such request shall not be unduly refused and in such cases it will be the company burden of proof to show that lodgings and or the rest period was not required.**
- 2. A FO can refuse deployment due to fatigue resulting from lack of time off and or lack of sleep between deployments. Such refusal will not result in any unfavorable action from the company, including but not limited to the FO's position on the Roster. Time between deployments for multiple day trips, or 3 consecutive 1 day trips, will include one night at home base or at the bunkhouse and at the FOs discretion.**

LOU 3 – Signing bonus

Immediately upon ratification the company shall pay to each FO on the roster, regardless of the FO's status as active or inactive, a signing bonus of \$325 (three hundred and twenty five dollars). On the first pay period in January of 2018 the company will again pay an additional bonus of \$325 (three hundred and twenty five dollars) to each observer on the roster, regardless of the FO's status as active or inactive.

For the Union



Charles Ferguson

Robert Hubbard

Ryan Grady

Bram Avery

Robert Beairsto

For the Company



Albert Moore

Gilles Theriault

Douglas MacDonald

Vincent Petrine