

COLLECTIVE AGREEMENT

BETWEEN

**JAVITECH ATLANTIC LIMITED
(the "Employer")**

AND

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, HELPERS
& MISCELLANEOUS WORKERS, LOCAL 927
(the "Union")**

March 31, 2026

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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 ASOs and the 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 ASOs covered by this agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for those ASOs of the Employer identified in accordance with the certification order issued by the Canada Industrial Relations Board, dated the 22nd day of March, 2013, being "*all fisheries observers employed by Javitech Limited, Halifax, Nova Scotia, excluding the administrative assistant, the quality control analyst, trainer, operations managers and those above the rank of operations manager*" (being hereinafter referred to as "At Sea Observer" or "ASO").
- 2.02 The Employer 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.

ARTICLE 3 – UNION SECURITY

- 3.01 The Employer agrees that, as a condition of employment, or continued employment, all ASOs must sign a form indicating that they agree to the Employer deducting Union initiation fee and Union dues from the ASO's pay cheque as outlined in Article 6 of this agreement.

ARTICLE 4 – DEPLOYMENT

- 4.01 Sea days, per ASO, are based on the 365 days previous to the date the roster list is generated. The roster list shows the number of all sea days an ASO has had in the last year, as well as a ratio of 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 deployments. When a trip comes up, then the ASO with the least amount of sea days on the roster list would be the next ASO called. With respect to high profile deployments, the ASO with the lowest ratio would be the next ASO called for the deployment, with priority given to the ASO closest to the area of deployment.

- 4.02 In order to ensure the efficient operation of the Employer's business, the logistics of the deployment, including such things as expenses and location of the ASO and the deployment, are factors considered when selecting an ASO for deployment for both high, and low, profile trips. Specifically, in the case of a vessel being covered out of one deployment area, the next ASO available in that area would be given priority over an ASO from another area. ASO training and experience must also be taken into consideration since not all ASOs are capable of tasks required for all fisheries covered. Specifically, only qualified ASOs, as determined by the Employer, will be assigned to high profile deployments.
- 4.03 In the case of extended and multiple deployments extending beyond 25 days away from the ASO's home, including sea days and land days, (hereinafter the "Extended Deployment"), it will be at the discretion of the ASO, whether or not to accept the Extended Deployment. Should an ASO decide not to accept an Extended Deployment, the ASO shall not suffer any repercussions resulting from the decision, including but not limited to, unfavorable placement on the roster. The Employer will inform the ASO, to the best of their knowledge at the time of the assignment, the length of the deployment.
- 4.04 A minimum of six (6) hours' notice of deployment will be given whenever possible. If the minimum notice is not given the ASO may request, and the Employer will provide, supporting documentation indicating that they were unable to provide this minimum notice.

ARTICLE 5 – GRIEVANCE AND ARBITRATION 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 ASOs 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 ASO covered by this agreement will, upon request, be accompanied by a steward or business representative when called into the Employer's office for any discussion which may result in disciplinary action or a grievance.

- 5.02 a) Step 1 – Verbal between the ASO and the supervisor or their 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 ASO, 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 ASOs claiming that they have not been recalled.

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 Employer responds to Step 1. The parties; the Union, the steward and the concerned member(s), along with whoever the Employer deems necessary, shall, at a time agreeable to the parties, and to the operations of the ASOs, meet to resolve the grievance. The Employer shall render their decision in writing within seven (7) calendar days from the date that the grievance was heard.

c) Step 3 – Arbitration

i) Failing a satisfactory settlement at Step 2 and within twenty five (25) calendar days from the date the Employer 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 Employer, will share the costs.

ii) The Union shall make no less than two (2) attempts to get the Employer 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.

5.03 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 successful completion of the probationary period, the Employer agrees to notify the ASO that they have completed their probationary period and will become a member of the Union, providing them with a copy of the Collective Agreement, and deduct Union dues from the pay of each ASO and remit the monies to the Union office no later than the 25th day of the following month. Further, the Employer agrees to deduct from each ASO the Union initiation fee of fifty dollars (\$50) upon the successful completion of the ASO's probationary period.

6.02 The Union will notify the Employer, in writing, of the amount(s) of the initiation fee, dues and arrears to be deducted from the ASO and remitted to the Union.

ARTICLE 7 – DISCIPLINE

7.01 The Employer shall not discharge, suspend or discipline any ASO without a just cause. In the event that an ASO is discharged, suspended or disciplined and they believe that such action was taken without just cause, they may file a grievance pursuant to Article 5.

7.02 Each ASO shall sign the documents attached in Appendix B (Code of Conduct) of this agreement. An ASO who breaches any of the terms and conditions of the Code of Conduct may be subject to disciplinary action.

7.03 The Union agrees that it shall 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 ASO.

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

7.04 The Union, the shop steward and the ASO 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 ASO to deal with their 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 ASOs 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 ASOs;
- b) to direct, hire, promote, demote, discipline, suspend or, dismiss ASOs;
- c) to evaluate ASOs and jobs, classify positions, establish required training and qualification requirements, and to specify ASO 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 ASO attending any labour 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 ASO designated by the Union, provided that the ASO is not deployed, and has not accepted a deployment, for the requested time off.

b) The Union agrees to notify the Employer immediately upon requiring the ASO for official Union business. An ASO granted such leave will be designated as an available ASO on the roster list, after completion of the Union duties, and, for the purpose of the roster, in a position according to their 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 wages will be paid every two weeks by electronic deposit to the ASO's bank account and will be received no later than midnight Friday of the pay week.

ARTICLE 14 – BASIS OF PAYMENT

14.01 The ASO will be paid according to the following definitions:

a) Calculation of ASO time

- i) The maximum amount payable for any calendar day, (for which there may have been "sea time" and or "travel and stand-by time" and or "shore time" accruing) will be equivalent to the rate for one ASO sea day unless an ASO works a portion of a second sea day under another contract in which case the ASO will be paid an additional sea day or prorated portion thereof.
- ii) If an ASO, in any calendar day, is at sea for a period of 8 hours, the ASO shall be paid a full sea day, any time less than 8 hours shall be pro-rated to reflect the actual time worked. "At sea" time will be calculated starting when the ASO is scheduled to arrive at the dock where the ASO may be required to do prep work before embarking (ie. Safety check list, examining gear, etc.). "At Sea" time will begin one hour after scheduled embarkation time if sailing is delayed more than one (1) hour. Where the trip is delayed by days and where the ASO cannot return home (ie. NL trips) the ASO will be paid shore days.
- iii) In the specific case of an ASO being required to act as dockside monitoring during unloading in any calendar day, the ASO shall be paid a full sea day.
- iv) Excluding the Herring Seine Fishery, deployments that have sailing and landing dates less than 24 hours apart but over two calendar days shall be paid a sea day rate or prorated portion of, for each "calendar day" of the deployment.
- v) In the specific case of an ASO being required to deploy to multiple trips on different vessels where the sailing and landing date is the same calendar day and less than a full sea day is earned; the Employer agrees to pay the ASO a sea day or prorated portion for each 8 hours worked or waiting between deployments on the day.

b) Deployment area and points of briefing/debriefing

- i) Deployment areas are specific operational areas close to the ports of sailing. Currently, the Employer operates within the following (8) deployment areas.
 - South West (NS), Central (NS), Eastern (NS), Acadian Peninsula (NB), Gaspé Peninsula (PQ), PEI, Magdalen Islands (PQ), Newfoundland and Labrador.

- ii) The delineation of the areas are as follows: 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.
- iii) 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 ASO 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.
- iv) 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 round of collective bargaining.
- v) For halibut only, when the ASO is performing dockside surveys of two-hundred and fifty (250) fish or more, the additional daily amount paid to the ASO will be thirty dollars (\$30). If the ASO is performing halibut survey at sea and the plan for the boat is to do an average of four (4) or more sets in any combination of Commercial Index or Assigned Stations the ASO will be paid an additional thirty dollars (\$30) per day.

c) Travel and standby time

A standby day is equivalent to half an ASO sea day rate and shall be paid when an ASO 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 ASO:

- i) Is travelling directly from the point of briefing to the port of sailing of the assigned vessel;
- ii) Is travelling directly from the point of landing of the assigned vessel to the point of debriefing;
- iii) Is travelling directly from a port of landing of one assigned vessel to a port of sailing of another assigned vessel if the ASO 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-legged 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) ASOs participating in training, at the request of the Employer, excluding new ASO training, shall be compensated at the standby day rate, prorated for the time actually participating in training;
- vii) ASOs will be paid mileage in accordance with Article 16 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 ASO would not be expected to normally have in their possession.
- viii) For in person briefing and debriefing, where the ASO has been requested to come to the office by the Employer, and where the requirement for the briefing/debriefing is not due to an error by the ASO, they shall be paid a flat rate of ¼ of a sea day plus applicable mileage.

"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 ASO has incurred expenses or travel for the trip which the stand down was issued.
- iv) Travel between ASO's residence and Employer's 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 ASO's for its 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 Employer agrees that the Union may have input into any hiring criteria in regards to certified ASO qualifications. This may include from time to time the presence of a certified ASO, appointed by the Union on any hiring interview board. The Union recognizes that the final hiring decision rests with the Employer.

ARTICLE 16 – TRAVEL AND LIVING

16.01 a) The Employer agrees to pay reasonable 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 when appearing at a hearing in relation to their official duties as an ASO. The amounts for meals will be reimbursed (receipt not required for domestic, per diem, not taxed) up to the following amounts:

\$15 Breakfast
\$20 Lunch
\$35 Supper

b) Meals will be reimbursed when ASO 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 reasonable cash advances related to ASO expenses when requested to do so by the ASO if the ASO is in good standing with the Employer.

d) When an ASO is required by the Employer to utilize their personal vehicle for travel: within a deployment area (that the ASO is currently residing in); between deployment areas (however travel will not be paid if the ASO leaves a deployment area on their own accord without Employer approval); when an ASO is asked to relocate from their personal residence to Employer accommodations; and asked to deploy on a trip that is outside their area of residence; they shall be reimbursed at the rate of fifty cents (\$0.50) per kilometer. The Employer will display this amount on the Employer website.

e) 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 ASO is called up for a trip and the trip is cancelled and the ASO 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 ASO 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 is no fault of the ASO, such expense cheque will be subject to 2% (two percent) interest payable by the Employer to the ASO to make up for interest paid by the ASO for carrying such expenses for the extended period.

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

16.05 The Employer will also insure that, in the case of Employer provided accommodations, there are fire extinguishers and first aid kits, that appliances are in working order, that windows and doors can be locked and that there will be a battery-operated radio or internet provided on the premises.

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

ASOs who allow the use of provided accommodations to individuals other than current ASOs of the Employer, unless approved by the Employer, in writing, may be subject to discipline.

16.07 For every 3 (three) consecutive meal periods spent while awaiting deployment and while staying at any Employer provided accommodations the Employer will pay the ASO the amount of thirty-five dollars (\$35) as a per diem, without the requirement of a receipt.

ARTICLE 17 – COURT CASES

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

Any ASO who is required to attend hearings or court cases that arise from the ASO's official duties as an ASO will be paid the full land day rate for each day, or part thereof, that the ASO 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) ASOs. 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 ASO without notice, at the conclusion of the ASO's deployment.

The Employer agrees to abide by the call-up procedure outlined in Article 4 and re-call, as soon as possible, those ASOs 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 ASOs are deployed. Furthermore, the Employer agrees to endeavor to maintain appropriate staffing levels. Such contracted ASOs, 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 Employer.

ARTICLE 21 – PROTECTION FROM LITIGATION

21.01 The ASO shall be protected by the Employer against any and all personal litigation that may result from the duties of the ASO. Where an ASO has acted honestly and in good faith, the Employer shall indemnify the ASO, to the maximum amount permitted by law,

against all costs, charges and expenses, including, without limitation, all amounts paid to settle any action or satisfy any judgement, reasonably incurred by the ASO in respect of any civil or administrative investigation or proceeding in which the ASO is involved because of the ASO's duties and responsibilities with the Employer. Such indemnification is conditional upon the ASO immediately advising the Employer, in writing, of the civil or administrative investigation or proceeding.

ARTICLE 22 – TRAINING COURSES

22.01 Both parties to this agreement acknowledge and agree that from time to time, to meet the requirements for fisheries observers, that it will be necessary to require ASOs to attend training courses and to expand the number of ASOs. Notwithstanding this, the Employer will use its best efforts to keep the number of ASOs to a minimum.

ARTICLE 23 – BENEFITS AND PENSION

23.01 The Employer commits to maintain the current group benefits and pension plan. The member will be eligible for benefits at the successful completion of their probation period, and will be eligible to participate in the pension plan after 250 sea days have been completed. Any qualification for coverage and entitlement to benefits under the group benefits plan and/or pension plan shall be determined and administered in accordance with the plan documents and are not guaranteed by the Employer. The Employer will notify the ASO when they have met the 250 sea day requirement.

ARTICLE 24 – ROSTER LIST

24.01 ASOs and the Union will have the right to review the roster list via a website provided and maintained by the Employer. The information on the roster list shall include, but not be limited to, the names of all ASOs, their status (Available or Active), their start date and or seniority date, the total sea days of each ASO, the total high profile sea days for each ASO, and the ratio. All other information in relation to the roster and or pay rates will be available to the ASO and or the Union upon request. The currency of the roster list depends on the ASO timely submission of situation reports by ASOs.

24.02 The Employer, 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 ASOs, and or report on the recording system used for deployment. The Employer will grant a review of the individual status of any ASO making such request.

24.03 Should the Employer make any decision that affects any ASO's status, placement, deployment or availability on the roster list, it will make its intentions known to the Union and the ASO, in writing and or by fax or e-mail.

24.04 The Employer will provide to the Union, every quarter, with an updated list of certified ASOs.

ARTICLE 25 – SENIORITY CATEGORY

25.01 a) Seniority shall be defined as the length of time the member has served as a DFO certified fisheries observer with the Employer, from the first day worked following the ASO's initial date of hire. All ASOs 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 ASOs shall be subject to a 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 ASO may lose their seniority/certification in the following circumstances:

- a) If they are dismissed for just cause and not reinstated.
- b) If they resign voluntarily in writing.
- c) If they lose their certification as an ASO, unless they have done so because of lost time due to accident, illness or lack of deployment.

Where an ASO has lost all seniority and is subsequently re-hired by the Employer, the ASO's seniority date shall be from the ASO's most recent date of hire, following successful completion of the probationary period.

25.03 An ASO with more than five years service can apply for up to a one year unpaid leave of absence, and can return at the end of this period, with no loss of seniority or pay level. The parties acknowledge and agree that this is a necessary option for ASOs to avoid problems caused by "burn out" and job-related stress.

This leave of absence is subject to the following conditions:

- a) No more than three (3) ASOs can be on a leave of absence at any one time.
- b) ASO must provide at least three (3) months notice, in writing, in advance of the expected start date.
- c) If Employer receives more than three (3) applications for the same time period, seniority will decide the placements.

ARTICLE 26 – SAFETY GEAR

26.01 a) All ASOs will be issued a S.O.L.A.S. approved and functional immersion suit. The immersion suit is the responsibility of the ASO and the ASO shall notify the Employer of

deficiencies and damage to it. The ASO will ensure that their immersion suit is maintained in good condition.

b) The ASO may be required to produce their immersion suit prior to deployment for inspection by the Employer. ASOs shall not be permitted to depart on any trip without their suit. The ASO shall be responsible to replace a suit lost or damaged through neglect or negligence.

c) All ASOs will be issued with an industry approved PFD. The ASO is responsible for maintaining this approved PFD in good condition. The ASO may be required to produce their PFD prior to deployment for inspection by the Employer. Where an ASO fails to produce their PFD, the ASO will not be deployed until such time as they have acquired an approved PFD.

d) Employer will advance each new ASO \$250 for the initial purchase of protective gear to cover oil gear (jacket and pants), boots and gloves. This amount will be deducted from the ASO's first pay cheque, however, once the ASO successfully completes their probationary period, they will be reimbursed the full amount of \$250. Once an ASO has completed one full year of service with the Employer, they will be entitled to receive a lump sum payment of \$150 on April 1 of each year, to cover the cost of replacement protective gear.

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, in writing. 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 or any other term of this agreement, in the future.

ARTICLE 30 – DURATION AND REPEAL

30.01 This agreement shall come into effect on April 1st, 2024 and shall remain in effect until March 31, 2026 and from year to year thereafter unless written notice to terminate this agreement or to negotiate a revision of same is given by either party not more than ninety (90) days and not less than thirty days (30) prior to the expiration of the initial term or any annual renewal.

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 ASO, the ASO may refuse to do work where they have reasonable grounds to believe the work is dangerous to their health or safety, or to the health and safety of another person at the workplace. The Employer shall not assign any other ASO to that deployment unless that substitute ASO 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 ASO, if applicable, before they may accept that deployment.

ARTICLE 32 – LABOUR/MANAGEMENT COMMITTEE

32.01 A Labour/Management Committee shall be established within thirty (30) days following the execution of this agreement and shall meet upon reasonable notice at the call of either of the Parties signatory hereto, or at least quarterly, to discuss matters of mutual interest pertaining to this agreement, with the objective of promoting and maintaining beneficial relations and cooperation between the Parties, and of ensuring the achievement of the purposes of this agreement.

32.02 The Labour/Management Committee shall consist of a maximum of three (3) representatives from each of the Employer and the Union (maximum to be 6). The primary function and purpose of the Committee is to reach consensus among the parties on all matters related to the intent and purpose of this agreement.

ARTICLE 33 – PROBATIONARY PERIOD

33.01 All new ASOs, or ASOs re-hired following a loss of seniority, will be on probation. The probationary period will be for six (6) calendar months. Upon successful completion of their probationary period, an ASO will be placed on the seniority list with their seniority back dated to their first sea day deployment.

APPENDIX A - WAGES

April 1, 2024⁶ Sea Day Rate	April 1, 2024 Standby or Land Day Rate	April 1, 2025 Sea Day Rate	April 1, 2025 Standby or Land Day Rate	Sea Days Worked
\$210.00	\$105.00	\$217.00	\$108.50	0-120
\$235.00	\$117.50	\$242.00	\$121.00	121-275
\$251.00	\$125.50	\$259.00	\$129.50	276-440
\$267.00	\$133.50	\$275.00	\$137.50	441+

***NRA trips only - \$10.00 per fishing day added to ASO expenses. Any portion of a fishing day spent in NRA triggers this bonus and applies to all ASOs.**

Offshore Lobster - Randell Dominaux - \$10.00 per sea day added to ASO expenses.

The Employer reserves the right to advance ASOs 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 2)
- 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 ASO, in writing, with the reasons for not advancing in the pay scale and must give the ASO 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 ASO'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 ASOs 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 ASOs - unanimous for every pay period with normal pay.

APPENDIX B - CODE OF CONDUCT

- 1) ASOs agree to conduct themselves at all times in a competent and professional manner:
 - a. ASOs shall avoid any behaviour that could adversely affect the confidence of the public or the clients of Javitech Atlantic Limited (the "Employer"), in the integrity of the fisheries 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 the Employer, their person or profession;
 - b. ASOs shall report objectively any suspected irregularities observed and submit an authentic and verifiable data package and trip report;
 - c. While on board fishing vessels ASOs shall not consume species for which that vessel has a prohibition to catch and retain;
 - d. ASOs 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. ASOs 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. ASOs shall address all questions, comments and concerns related to the ASOs' work, including the operation and administration of the Observer Program, to the Management of the Employer.
- 2) ASOs are required to properly complete all responsibilities as requested by the Employer and/or DFO. ASOs 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. ASOs 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 the Employer'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 ASOs during the course of their employment is the property of DFO and/or the Employer.
- a. ASO 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 ASO's knowledge in the course of employment in the offices of, or wherever engaged by the Employer and that they will never at any time, upon pretence or account whatsoever, without the prior written consent of the Employer and/or DFO, disclose, divulge or make known to any person(s), firm(s) or corporation(s) 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 the Employer at the completion of the deployment.
 - c. Summer term ASOs of the Employer, if required to submit a work term report to their educational institution, agree to present that report first to the Employer prior to

submission to their educational institute, for verification and to protect the security of business information coming to the ASO's knowledge in the course of employment with the Employer.

- 4) ASOs agree to the following Employer policy on alcohol and other drug use:
 - a. Reporting to work under the influence of alcohol or drugs is grounds for immediate dismissal.
 - b. ASOs 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) ASOs will abide by the conflict of interest standards as stipulated under section 39 of the Fishery (General) Regulations. Specifically, ASO:
 - 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 ASO of an enterprise that catches, cultures, processes or transports fish.

Furthermore:

- d. ASO shall disclose any conflict of interest to the Employer in writing as soon as they become aware of the conflict or potential conflict;
 - e. ASO shall not accept a deployment to a vessel owned or operated by their immediate or extended family.
- 6) ASO shall not accept any gratuity in the form of an object or consideration that would place the ASO in a compromising position:
 - a. ASO agrees not to solicit, accept or receive, directly or indirectly, any gift, whether in the form of money, chattel, asset, 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, in writing, to the Employer.

c. ASO shall not accept or purchase fish from his/her assigned vessel.

7) ASOs agree to be available for deployments on foreign and domestic vessels and for the shore based assignments upon the request of the Employer at all times, except when on leave approved by the Employer. ASOs further agree to the following guidelines governing deployment refusals and unavailability:

- a. ASO 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 concerns with living conditions;
- b. Three trip refusals (other than for concerns related to safety, health and living conditions), during a period of 12 consecutive months will constitute grounds for disciplinary action;
- c. ASO's unavailability for the period of 10 calendar days will constitute grounds for disciplinary action. ASO is considered unavailable for deployments if they do not respond to reasonable communication attempts by the Employer.
- d. ASOs relocated to the area in proximity of sailing ports will not leave that area without informing the Employer.

APPENDIX C – LETTERS OF UNDERSTANDING

LOU 1 – Documentation Verification

Any ASO 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 ASO 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. The Employer will not unduly refuse this request.

LOU 2 – Resting Periods

1. Any ASO 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 Employer is unable to provide transportation to that same location. Such request shall not be unduly refused and in such cases it will be the Employer’s burden of proof to show that lodgings and or the rest period was not required.

2. Any ASO 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 Employer, including but not limited to the ASO’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 ASO’s discretion.

LOU 3 – re. Data Collection from Outside Source

Where the Employer is requested to collect data or do sampling outside of or in addition to regular data sampling provided for in their contract (the “**Additional Data Collection**”), the Employer will use reasonable efforts to negotiate additional compensation for observers to perform the Additional Data Collection.

LOU 4 – Recruiting

The Employer acknowledges and agrees to continue the current practice of paying a referral fee of \$100 to an ASO who refers an individual for employment as an ASO (the “Referral”) with the Employer upon successful completion of training and an additional \$100 once the Referral has completed their probationary period.

SIGNATURE PAGE

Signed at _____, in the Province of _____
this ____ day of May, 2024.

For the Union

For the Employer

Robert Beairsto

Patsy Tremblett

Charles Ferguson

Jared Juckiewicz

Jordan Cox

Sam Kinrade