

**STATEMENT OF WORK  
PROVISION OF  
FISHERY GUARDIAN SERVICES**



**NEWFOUNDLAND & LABRADOR REGION**

**December 11, 2013**

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## TITLE

Statement of work for the provision of Fishery Guardian services to the Department of Fisheries and Oceans including core competencies and management framework for Service Suppliers.

## PREFACE

Fisheries and Oceans Canada is mandated to conserve and protect fish and fish habitat of Canada. The contracted Fishery Guardian program is a key part of the Department's compliance strategy to protect inland fish stocks, in particular salmon, in the Newfoundland and Labrador Region.

This specification delineates Guardian Program service levels expected of the Service Supplier, and the capabilities required to perform Fishery Guardian Supervisor and Fishery Guardian duties.

To increase the flexibility of Conservation & Protection (C&P) to deploy Fishery Guardians according to requirements, this statement of work is based on a number of hours per Area (instead of positions tied to specific rivers). Unless stipulated otherwise by DFO, the number of hours required shall be met from the existing pool of guardians. If the contractor can not meet the number of hours required with existing guardians, DFO may reduce the number of hours required or provide permission to train new individuals.

## 1.0 SCOPE

This statement of work describes the requirements of Service Suppliers for the delivery of an inland compliance program, including the requirements of Fishery Guardian Services and the Duties, Identification, Qualification, Training, and Designation of Fishery Guardian Supervisors and Fishery Guardians. The work requires delivery of enforcement services and other functions to ensure compliance with salmonid conservation measures under the *Fisheries Act* and provincial *Wildlife Act*, various fisheries management plans, and Departmental policies.

## 2.0 APPLICABLE PUBLICATIONS

*Fisheries Act* and pursuant Regulations  
Criminal Code of Canada  
Employment Equity Act

Provincial *Wildlife Act* and Regulations  
Canada Labour Code Part II

Reference to the above publications is to the latest issue, unless otherwise specified by the authority applying this statement of work. The List of Publications referred to in this statement of work may be obtained from the Department of Justice, Ottawa, Canada, K1A 0H8, telephone (613) 957-4222, fax (613)954-0811 or website, [www.canada.justice.gc.ca](http://www.canada.justice.gc.ca)

### 3.0 TERMINOLOGY

#### 3.1 Definitions

The following definitions are applicable to this statement of work:

<b>Act</b>	Legislation passed by the Parliament of Canada or the legislature of a Province or Territory.
<b>Area</b>	One of the three management areas into which the Newfoundland and Labrador Region is divided for program delivery and administrative purposes. Each Area is further divided into detachments.
<b>Authorized</b>	Expressly permitted by established policies or procedures or specific orders
<b>Auditing</b>	To examine with the intent to verify.
<b>Authority</b>	The person(s) or body designated in orders as having responsibility for that particular matter.
<b>Bi-weekly</b>	A period covering two consecutive weeks.
<b>Area Chief</b>	The position responsible for delivery and management of the C&P program in an Area, including direct supervision of C&P Supervisors.
<b>Area I - Eastern</b>	The DFO management Area consisting of the following detachments: Bay Roberts, Placentia, Clarenville, Marystown, each of which is delineated by the boundaries as outlined in Appendix A.
<b>Area II – Central</b>	The DFO management Area consisting of the following Detachments: Twillingate, Springdale, each of which is delineated by the boundaries as outlined in Appendix A.
<b>Area III – Western</b>	The DFO management Area consisting of the following detachments: Stephenville, Rocky Harbour, St. Anthony, each of which is delineated by the boundaries as outlined in Appendix A.
<b>Detachment</b>	A geographic subdivision of an Area and defined by the boundaries outlined in Appendix A.
<b>C&amp;P Supervisor</b>	The DFO Fishery Officer responsible for supervising and managing all C&P program activities within the Detachment area.
<b>Field Supervisor</b>	The DFO Fishery Officer designated to supervise program activities within a sub-area of the detachment. Reports directly to the C&P supervisor.

<b>Fishery Guardian</b>	A person designated as such under Subsection 5(1) of the Fisheries Act.
<b>Fishery Officer</b>	A person designated as such under Section 5.2 of the Fisheries Act.
<b>Fishery Guardian Supervisor</b>	A Fishery Guardian appointed by the Service Supplier to direct the day-to-day work activities of the Fishery Guardians, to liaise with the C&P supervisor to assist in development of work plans, and to seek operational direction pertaining to inland enforcement.
<b>Inland Recreational Fisheries</b>	Recreational fisheries conducted in inland waters for trout, salmon, smelt, pike, eels or char which occur within the geographical boundaries of the Province of Newfoundland and Labrador.
<b>On-the-Job Training</b>	Work site training taken in response to an identified need contributing to acquisition of knowledge/skills to work more effectively or prepare for assumption of other responsibilities.
<b>Patrol area</b>	The general geographical area in which Fishery Guardian duties are performed.
<b>Performance Measurement</b>	A system to assess the work output of a Fishery Guardian and Fishery Guardian Supervisor.
<b>Project Authority</b>	An official of the Department of Fisheries and Oceans identified as the contact person for queries on technical and/or reporting issues pertaining to the delivery of the Fishery Guardian contract.
<b>Project Manager</b>	A person in the organization of the Service Supplier with responsibility for overseeing the implementation/delivery of Fishery Guardian contracts and ensuring adherence to their provisions. The Service Supplier's primary contact on all matters concerning the administration and delivery of each contract. Liaises directly with the Fishery Guardian Supervisor, Area Chief C&P, Project Authority, officials of DFO and/or PWGSC.
<b>Regulation(s)</b>	Legislation(s) in force pursuant to an Act.
<b>Regional Special Operations</b>	A team of fishery guardians who liaise directly with a designated DFO coordinator on assignments that may focus primarily on Area or regional covert and overt operations throughout the province of Newfoundland & Labrador targeting salmon poachers engaged in high conservation risk activities (eg. netting, selling salmon, etc). The individuals participating will be highly mobile during operations and will not have a fixed HQ area per se while operations are ongoing. Confidentiality, secrecy and the

ability to remain away from home for extended periods is required from team members.

### 3.2 Acronyms and Abbreviations

The following acronyms and abbreviations identify the common terminology used throughout the statement of work.

<b>C&amp;P</b>	Conservation and Protection
<b>DFO</b>	Department of Fisheries and Oceans
<b>FG(s)</b>	Fishery Guardian(s)
<b>FGS(s)</b>	Fishery Guardian Supervisor(s)
<b>PWGSC</b>	Public Works and Government Services Canada

### 4.0 REQUIREMENTS FOR FISHERY GUARDIAN SERVICE DELIVERY

The Service Supplier shall:

- a) appoint one Project Manager who will oversee the administration of all contracts awarded to the service supplier under this statement of work
- b) except as otherwise stated, labour and other costs for the Project Manager will be considered as administrative overhead and not eligible for separate reimbursement.
- c) deliver FG services within detachment boundaries consistent with DFO operational enforcement policies to achieve compliance objectives. Enforcement priorities, including Special Operation identified in Detachment work-plans and/or by the Area Chief or C&P Supervisor shall be used as the primary tool for deployment purposes.
- d) only employ FGs that annually meet the requirements outlined in section 12 of this statement of work and are designated pursuant to section 5.2 of the Fisheries Act.
- e) provide services and correspondence in English .
- f) ensure deployment of FGs based on departmental objectives, work-plans and priorities to ensure compliance with regulations, and collect Fisheries Management data.
- g) ensure confidentiality of evidence, court documents, case files, Crimestoppers information, investigations, patrol planning, FG scheduling, complaints, personal information, disciplinary action, code of conduct investigations, and law enforcement sensitive information. The rights and privacy of accused persons, employees, contractor and DFO, are to be protected. The Service Supplier shall not take any action or release any information that may jeopardize the accused person's right to a fair trial and/or the case for the Crown.
- h) maintain and distribute pertinent information to all FGs/FGSs respecting the Code of Conduct, Occupational Safety and Health and requirements for designation (Section 12.2.1 Eligibility for Certification). Only release information pertaining to personnel or investigations resulting from Code of Conduct violations to DFO personnel. Personnel must be aware of standing orders, amendments to Acts and regulations, fishery management plans, enforcement policies, guidelines, protocols, variation orders, notices and releases pertaining to inland fisheries, amendments to management plans and other information that should be known by FGs.

- i) ensure that FGSs/FGs adhere to the National Guidelines with Respect to Fishery Officers Working Alone (Appendix I).
- j) ensure FGSs/FGs comply with all duties and responsibilities as outlined in this statement of work.
- k) provide a comprehensive written report upon completion of the Fishery Guardian Program for the season, summarizing all aspects of the management, administration and delivery of the Fishery Guardian Program within a contract area. Included in the report will be a breakdown of the costs of program delivery and a detailed narrative, using the guide and format contained in Appendix B. The final report is to be submitted to the Project Authority in duplicate within 30 days of the final Fishery Guardian “struck off strength” date, in addition to the final claim for holdback payment.
- l) meet and adhere to the Security Requirements Checklist. The foregoing is attached as a separate document.

**Holdback payment will not be released until the Project Authority receives the report in the above format and satisfies all requirements outlined in Appendix B and final claim for holdback submitted.**

## **5.0 CORPORATE REQUIREMENTS**

### **5.1 Status of Fishery Guardian Service Supplier**

The Service Supplier shall:

- a) be a legal entity entitled to do business in the province of Newfoundland and Labrador,
- b) comply with all laws applicable to the performance of the work or any part thereof including but not limited to:
  - all laws concerning health and safety and labour conditions
  - the protection of the environment.
- c) provide evidence of compliance with such laws to DFO and/or PWGSC upon request,
- d) be accountable for the fulfillment of all terms and conditions of the contract and this statement of work
- e) maintain an adequate number of FGs that meet the criteria outlined in this statement of work. Current FGs/FGSs are members of the United Steel Workers of America.
- f) maintain a FGS in each detachment area that meets the criteria outlined in this statement of work,
- g) ensure implementation of accepted and auditable office management/financial procedures,
- h) maintain employment, deployment, shift-scheduling and financial records for FGs and FGSs,
- i) be organized so as not to subject the FGs to undue pressure or inducement that might influence their judgement or the results of their work,

- j) ensure integrity of the FG program is not compromised by external relationships,
- k) operate an effective internal service quality management system,
- l) ensure confidentiality of enforcement documents, policies, procedures, investigations, court material, evidence, seized goods, exhibits, patrol/work scheduling, work-plans and related information. Law enforcement information shall be released on a “need-to-know basis” only to security-cleared individuals of the Service Supplier or enforcement officials at DFO. Such information shall not be discussed with members of the public or officials and/or employees and/or members of the Service Supplier who are not security cleared,
- m) develop and implement a comprehensive occupational safety and health policy incorporating equipment use training, a list of safety equipment, safety practices while on duty, and a reporting structure for receiving and acting on accidents or potential safety concern situations. This policy must be submitted with the suppliers bid, and must be approved by DFO,
- n) communicate the safety and health policy to all employees prior to their deployment to ensure awareness of safe operating practices and limitations,
- o) submit to the Project Authority, on a monthly basis, two copies of a completed “Claim for Progress Payment”. The claim shall be accompanied by a list of all expenditures and identify the HST separately. The monthly claim shall indicate the cumulative total hours worked by FGs/FGSs to date. Receipts submitted must contain the name of the person who made the purchase and the reason for the purchase. Prior to submitting to the Project Authority, review & sign all Fishery Guardian Supervisors’ Activity Reports and expense Claims. The contractor is responsible for ensuring that no contract or category within a contract exceeds the contract or category value. The contractor is only permitted to purchase the items and quantity contained in Appendix F, Authorized Equipment,
- p) track and submit claims for overtime, travel & living and direct-charge costs associated with deployments to respond to significant enforcement issues separately against the special enforcement pool. Only those costs identified by DFO as part of the Regional Special Operations will be remunerated. The pool of money available to pay expenses for special operations is capped at \$30,000.00 per year. This pool will not be used to cover day-to-day operations during delivery of the contract. Any money remaining in this pool at the end of the season shall be retained by the crown.
- q) in consultation with DFO, identify for the season Fishery Guardian(s) to participate in Special Operations. The basic labor component for the identified individuals will form part of the regular labor ceiling identified in the contract. However, overtime, travel & living and directs associated with their activities as a member of Special Operations will, once approved and stamped by DFO as Special Operations expenses, be charged against the funding identified in the contract for Special Operations. Overtime approved for payment during Special Operations shall be paid from this pool at the rate of 1.5 times number of hours worked, in excess of eight consecutive hours.
- r) Provide adequate cash advances to cover travel & living expenses for Fishery Guardians assigned

to Special Operations to allow them to participate and complete an operation without having to unnecessarily contact the service supplier during the specific operation. The amount required for any operation will vary with the complexity and duration of the operation.

Expenditures in excess of the contract or category value are the sole responsibility of the contractor. There will be no contract amendments to move funds from one contract category to another unless prior written approval has been received from the contracting (PWGSC) authority.

## 5.2 Financial Viability

The Service Supplier shall:

- a) be financially viable and have sufficient working capital to cover operating costs for at least 8 weeks during the peak workload period,
- b) provide details about sources of working capital for the above-specified 8 weeks. This shall include with the bid for the contract, a letter of credit from the Service Supplier's financial institution attesting to the availability of adequate working capital.

## 5.3 Security

The Service Supplier shall comply with the following general security requirements:

- a) The Service Supplier shall ensure that all documents, including documents relating to pending court actions which require protection due to "Privacy Legislation", or because of their sensitive nature, are designated "PROTECTED",
- b) The Service Supplier shall ensure that all "law enforcement sensitive" documents, articles and other materials, including enforcement policies, procedures, work-plans and deployment strategies are designated "PROTECTED" and stored in a manner which will prevent non-enforcement personnel, or the public, access to this information, either visually or verbally. As a minimum, such information must be stored in locked cabinets when not in use with strict access control mechanisms in place. When such information is being used or discussed, it should be in a secure area where access is restricted to authorized personnel,
- c) The Service Supplier will provide with the bid for the contract, a list of all employees, including the Project Manager and support staff, which will be involved in delivery of the contract, indicating which employees are security cleared to the reliability status level. For those persons who have not been cleared, the Service Supplier shall ensure the proper documentation is sent to the appropriate authority, and clearance is obtained prior to contract award.

## 6.0 ORGANIZATIONAL RESPONSIBILITIES FOR SERVICE SUPPLIERS

### 6.1 Contract Administration

The Service Supplier shall identify a **Project Manager** who is appropriately qualified, familiar and experienced in delivery of this type of statement of work, and who has responsibility for ensuring that the Service Supplier meets specified objectives and the criteria contained in this statement of work.

## 6.2 Project Manager Responsibilities

Service Supplier's Project Manager shall be responsible for organization and overall delivery of the Fishery Guardian program as outlined in this statement of work and any subsequent contract(s). The Project Manager shall at a minimum, have the following responsibilities:

- a) ensure maintenance of prosecution and evidence records as required,
- b) make FGSs/FGs aware of the extent of, and any limitations on, their responsibilities and duties,
- c) apply corrective actions whenever discrepancies are detected in FG data/information,
- d) respond to any and all complaints concerning the administration of the contract(s) and/or the delivery of the Fishery Guardian program,
- e) ensure Fishery Guardians and Fishery Guardian Supervisors are aware of and adhere to the provisions of the Fishery Officer Code of Conduct, as outlined in Appendix D (breaches of the Code of Conduct will be investigated by a representative of the Project Authority in accordance with established DFO guidelines),
- g) inform the Area Chief or C&P Supervisor and the project authority as soon as possible of complaints pertaining to FGS/FG conduct or investigations of FGSs/FGs by other enforcement agencies. Information shall include nature of investigation, charges or convictions and any other information that may compromise the integrity and public confidence in FGS/FG abilities, or the Fishery Guardian Program.
- h) report within 24 hours any accident or potential safety concerns to the Project Authority including date, time, location, particulars of incident, extent of injury and remedial action taken,
- i) liaise with DFO during the selection of Fishery Guardians in each contract area, to respond to significant enforcement issues, which may occur outside the normal work area of the Guardians. The selection of guardians may change, depending on the deployment and the deployment will be at the sole discretion of DFO. Liaise with the C&P Supervisor and FGS during development of a deployment strategy, outlining tasks, number of guardians required, an estimated timeframe and cost breakdown for completion, and approved/signed by appropriate DFO staff.
- j) provide immediate notice to the C&P Supervisor of information respecting complaints from the public, reports of specific occurrences and/or alleged violations of the Acts or Regulations. Initial notice can be verbal but must be followed up by a written report and shall include full details of the occurrence, including any seizures made, and a recommended course of action.

## **7.0 CORE COMPETENCIES AND MANAGEMENT FRAMEWORKS FOR SERVICE SUPPLIERS**

### **7.1 Minimum Competence/Experience**

The Service Supplier shall have within the organization personnel with the following skills:

- a) project management experience - required to manage budgets, efficiently control contract spending, plan patrols and schedule human resources to achieve optimum implementation of goals and priorities identified by the C&P supervisor or contained in Detachment work-plans,
- b) technical knowledge of inland recreational fisheries,
- c) knowledge of Fisheries Management concepts pertaining to inland recreational fisheries,
- d) knowledge of Acts/Regulations pertaining to management/control of recreational fisheries,
- e) knowledge of primary information needs for regulatory compliance, management, and overall conservation and protection of the resource,
- f) knowledge of other information needs important to the recreational fishing sector, conservation, and protection of the resource,
- g) knowledge of the recreational fishing sector structure including associations, interest groups, advisory groups, special committees and watershed management concepts,
- h) knowledge of recreational fishing patterns, areas and times of activity,
- i) ability to recognize and report on problem areas and issues of concern to DFO and/or Provincial Authorities,
- j) possess a general knowledge of the principal topics/areas included in the Fishery Guardian training syllabus and the ability to identify training requirements,
- k) data management skills and resources required to collect, compile, manage and analyze data.

## **7.2. Management Frameworks**

The Service Supplier shall submit with the bid a written framework which addresses the requirements of Section 7.2, and more particularly the following aspects of the delivery of the Fishery Guardian program taking into consideration the nature and season of fisheries, and the level and type of service being supplied:

- 1) human resource management,
- 2) physical resource management,
- 3) security management,
- 4) quality assurance of services,
- 5) office management,
- 6) financial management,
- 7) occupational safety and health management.

### **7.2.1 Human Resources Management**

The human resources management framework shall include:

- a) roles and responsibilities for management and supervisory personnel,
- b) an employment equity plan pursuant to the Employment Equity Act establishing short and long term numerical goals for recruitment and promotion of under-represented group employees. (women, aboriginals, visible minorities, persons with disabilities),
- c) upon initial bid and thereafter on an annual basis, a list shall be submitted to DFO-indicating the total number of employees and a breakdown of the number from each of the target groups. Employees within the target group should be encouraged to self identify,
- d) performance assessment and corrective action system (to monitor performance of all categories of personnel and to facilitate corrective action),
- e) action plan for trauma prevention and a support system to support traumatized FG's,
- f) action plan to ensure management and supervisory staff awareness of all regulations and company policies related to safety and treatment of personnel in the workplace,
- g) procedure in place to evaluate FGs to ensure they meet the designation requirements (section 12.2) and maintenance of required records for purposes of auditing,

- h) procedure in place to ensure that FGs who meet the requirements for designation are properly designated by DFO (section 12.1) prior to commencing duties.

### **7.2.2 Physical Resources Management**

The physical resources management framework shall include:

- a) schedules for equipment service and maintenance,
- b) inventory procedures and lists for office and field equipment. Inventory list to be maintained on a Detachment basis,
- c) supplier lists and knowledge of item availability,
- d) security of DFO owned or leased equipment (note section 21.0),
- e) commercial general liability insurance,
- f) listing of material resources required to deliver the service,
- g) inventory listing of safety equipment and supplies.

### **7.2.3 Security Management**

The security management framework shall address the general and personnel security requirements (section 5.3) and shall include:

- a) a designated security officer,
- b) a procedure for document use, storage and transfer,
- c) procedures for security clearance of personnel,
- d) safeguard measures against loss of data/documents,
- e) methodology and infrastructure to store, secure and preserve evidence, seized equipment and other goods until such items can be turned over to DFO.

#### **7.2.4 Quality Assurance of Services**

The quality assurance management framework shall include:

- a) ongoing assessment of work plan delivery,
- b) individual FG performance assessment,
- c) quality assessment of FG information and reports,
- d) quality assessment of other program information.

#### **7.2.5 Office Management**

A Service Supplier shall maintain an office within the NL Region, suitable for meeting with members of the public, the deployment of personnel, carrying out administrative duties related to the contract(s), and the secure storage of documents and records. This office shall normally be open for business Monday - Friday (except statutory holidays) during regular business hours and will be the central location for record maintenance and public queries.

The office administrative/management framework shall include:

- a) capability for communication by telephone, fax, email and internet (service supplier shall provide DFO with the email address, facsimile, phone numbers (land, cell, satellite) for the office, Project Manager and FGS with the bid.
- b) washroom facilities,
- c) compliance with applicable building codes, fire and safety regulations,
- d) identified staff and hours of operation,
- e) identified procedures to communicate with DFO,
- f) proper security management,
- g) other equipment, supplies and furniture required for office functioning.

## **7.2.6 Financial Management**

The financial management framework shall include:

- a) budget planning,
- b) expenditure identification, monitoring and control,
- c) accounts receivable/payable management,
- e) credit resources.

## **8.0 RECORD KEEPING**

Financial Record Keeping - The Service Supplier shall have an auditable accounting system for the payments to FGs as well as for revenues and expenditures pertaining to the delivery of the FG program. The service supplier must ensure that no contract or category within a contract exceeds the contract/category value. Expenditures in excess of value are the sole responsibility of the service supplier. The Service Supplier shall keep clear and auditable records of all expenses on an individual basis for each employee related to program delivery under each contract.

The Service Supplier shall not dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of 2 years after final payment by DFO, or until the settlement of all outstanding disputes, whichever is later.

Employment Records – For each FGS/FG, the Service Supplier shall maintain employment records and shift schedules for the employment period and keep the files for 2 calendar years after final payment by DFO.

Personal Records - The Service Supplier shall maintain a personal file for each FG during the employment period and include all relevant personal information including information respecting eligibility for Designation, and a copy of the *Certificate of Designation*.

Evidence and Court Documents - The Service Supplier shall maintain accurate records of seized goods, evidence, prosecution records and other court documents for the duration of the Fishery Guardian contract or until such items are turned over to DFO. Such records are to be turned over to DFO (C&P supervisors) for safe keeping as soon as possible, at the latest, prior to termination of the Fishery Guardian contract(s) for the season. All court documents, records or evidence leading to the identity of Young Offenders are to be immediately provided to DFO for storage and safekeeping. No Service Supplier is to maintain files or information, which may lead to the identity of any Young Offender.

Audit Availability - During the retention period all accounts and records shall be made available for audit, inspection and examination by the Crown and/or its agent(s).

## **9.0 MATERIAL RESOURCES**

### **9.1 Communications Equipment**

The Service Supplier shall have access to communication resources and other equipment, to meet the level of service requested. The equipment shall include but is not limited to the following:

- a) telephone service,
- b) facsimile service,
- c) email service
- d) wireless communication system (radiotelephone, satellite phone and/or cellular phone and/or pager),

### **9.2 Data Recording and Security Equipment**

The Service Supplier shall have access to adequate supplies/equipment including:

- a) data recording materials and aids
- b) security equipment to meet the requirements for physical security of documents and information (e.g. locked filing cabinets).

### **9.3 Fishery Guardian Equipment**

The Service Supplier shall ensure that supplies and equipment outlined in Appendix F are available and provided for FG use, to ensure the satisfactory, consistent and professional delivery of the FG program.

The Service Supplier will provide a storage area for the inventory of clothing and equipment as outlined in Appendix F. The storage area will have appropriate heating and ventilation to maintain the quality of the inventoried items.

If there is a requirement for an item not listed in Appendix F, the Project Manager must first make written request to the Project Authority indicating the need for the item, and the consequences of not having that item.

The project authority shall provide a written response to each request for the purchase of items not listed in Appendix F. All items purchased shall be returned to the Detachment to which the items have been inventoried upon completion of work for the year.

The contractor shall perform necessary repairs/maintenance to ensure equipment is returned to DFO in the same condition in which it was loaned.

Holdback payment will not be released until the Project Authority has received confirmation from each C&P supervisor that all inventoried items have been received.

## **10.0 SERVICE SUPPLIERS INTEGRITY AND CODE OF CONDUCT**

### **10.1 Conflict of interest**

Service Suppliers shall ensure that they, their officials, officers and employees, conduct their business in such a manner that their objectivity and independence is not in conflict with, or perceived to be in conflict with, the conservation and protection objectives of DFO.

### **10.2 Bribes**

All Service Supplier personnel, including FGs, shall conduct themselves with prudence and probity. The Service Supplier shall represent and covenant that no bribe, gratuity, gift, benefit or other inducement has been reimbursed, given, promised or offered directly or indirectly to any official, officer or employee of the Service Supplier or to a member of the family of such a person with a view to influencing the administration of the duties of the employees or the Service Supplier.

## **11.0 FISHERY GUARDIAN SUPERVISOR**

The Service Supplier shall identify and employ FGSs as per the requirements of the Project Authority. The ratio of FGSs to FGs is expected to be approximately 1:10, and the areas of responsibility of FGS are expected to generally coincide with C&P Detachments. However the actual headquarters and area of responsibility of each FGS will be specified by the Project Authority.

FGS must meet or exceed the qualifications outlined below.

### **11.1 Qualifications**

#### **11.1.1 Technical Knowledge**

The FGS shall have knowledge of:

- a) Federal and Provincial Acts, regulations and legislation relevant to inland recreational and aboriginal fisheries,
- b) enforcement procedures and protocols including investigative techniques, undercover operations, stakeouts, seizures, evidence collection/documentation,
- c) legal documents (e.g. information, summons, subpoena),
- d) court preparation and procedures,
- e) courtroom deportment and protocol,
- f) powers of arrest/use of force provisions of Criminal Code,

- g) licence/tagging requirements for recreational angling,
- h) concept of due diligence as it relates to fisheries enforcement,
- i) proper measurement method to determine fish length,
- j) fishing patterns, areas and times of activity,
- k) general biology and life cycle of salmonids,
- l) DFO management techniques for Inland Recreational Fisheries,
- m) primary information needs for DFO science, habitat and management,
- n) recreational fishing industry (groups, associations, advisory committees),
- o) problem areas and issues of concern for both DFO and the recreational fishing industry.

### **11.1.2 Experience**

The FGS must have a minimum of three seasons enforcement experience as either a Fishery Guardian, Fishery Officer or as a police/peace officer in another recognized enforcement discipline.

### **11.1.3 Abilities**

The FGS must be capable of:

- a) supervising FG and providing direction and support on a day to day basis, in conjunction with the C&P supervisor,
- b) working effectively with others (including non-enforcement persons),
- c) planning and directing patrols - assigning tasks,
- d) developing shift schedules - deploying human resources,
- e) managing budgets and controlling costs,
- f) identifying, analyzing and solving operational and logistics problems,
- g) coordinating patrols with DFO, and/or other enforcement agencies,
- h) communicating effectively both orally and in writing,
- i) exercising good judgement and common sense,
- j) analyzing reports/information and determining appropriate action,
- k) liaising with members of the public, user groups and fishers,
- l) interpreting and applying regulations and policy,
- m) performing all the duties expected of a FG.

#### **11.1.4 Other**

The FGS shall meet the designation criteria outlined for FG and must be designated as a FG.

### **11.2 Responsibilities**

The FGS will act as liaison between the C&P Supervisor and the FGs regarding day-to-day enforcement issues and shall be responsible for:

- a) the selection of FGs for specific deployments/duties, considering the skills and experiences required to successfully complete the assigned task,
- b) shift scheduling, determining hours of work and days of rest, consistent with the conservation and protection requirements and priorities identified in the Detachment work-plan and/or by the C&P supervisor, providing C&P Supervisor a copy of the signed FEATS form in timely manner to aid in program effectiveness, evaluation and patrol planning,
- c) maintaining regular communications with the FGs during deployment periods including advising/updating FGs on issues such as policy/regulatory changes, river openings/closings and new initiatives,
- d) receiving and processing inspection reports and occurrence reports and patrol activity logs from FGs and compiling the necessary information into weekly and/or summary reports (as required) for the Project Manager and/or C&P Supervisor,
- e) conducting a de-briefing at the end of each special operation/dedicated patrol/enforcement action, to ensure that the tasks assigned to, and/or expected of, each FG have been completed and that:
  - any seized goods are properly identified and stored,
  - violations are properly documented and evidence secured,
  - notes and required reports are complete and accurate,
  - follow-up requirements are identified and actioned,
- f) monitoring work performance of FGs to ensure they are performing duties as outlined in the weekly patrol plan,
- g) discussing work performance with individual FGs and offer suggestions/strategies for improvement and/or determine reasons for non-performance,
- h) recommending FGs for remedial or special training,
- i) ensuring FGs comply with the requirements delineated in this statement of work including the code of conduct, dress code and conflict of interest provisions,
- j) recommending disciplinary and/or corrective action as required,
- k) reviewing comments and feedback from FGs regarding the effectiveness of patrol activity and incorporating corrective measures as required,
- l) providing trauma support to FGs as required,

- m) coordinating work activities with the C&P Supervisor through ongoing interaction on a regular basis,
- n) attending operational meetings as required,
- o) assisting in patrols and carrying out the duties of FGs,
- p) towing equipment required for FGs to carry out their duty,
- q) maintaining an updated inventory of items purchased under the contract,
- r) ensuring that complete and accurate Fisheries Enforcement Activity Tracking System (FEATS) forms for Fishery Guardians and Fishery Guardian Supervisors are submitted to the C&P Supervisor on a weekly basis on Wednesday following the end of the report period (beginning on Monday and ending on Sunday). These forms will be supplied by the Project Authority. Appendix K is a sample form.
- s) ensuring the preservation of all seized goods and the continuity of any evidence/exhibits until such time as these items can be turned over to DFO for safekeeping and storage,
- t) liaison with user groups and members of the general public to obtain input and feedback on the Fishery Guardian program, the fishery and problems or areas of concern. Maintaining written documentation on the nature and scope of public interaction. Include input/feedback documentation from the general public in the weekly summary to C&P supervisors. This information shall be used to assist in patrol planning, work-plan development and to establish enforcement priorities within the contract area.
- u) responding to requests for information on recreational fisheries, consistent with directives provided by DFO, on river openings and closings, retention of fish, bag limits, gear types, and information contained in DFO issued press releases and notices to the public. Officials, employees or other representatives of the Service Supplier are not authorized to issue press announcements or conduct media interviews on behalf of or representing DFO.

## **12.0 FISHERY GUARDIANS**

### **12.1 Designation**

Only persons designated by DFO as Fishery Guardians, pursuant to subsection 5 (1) of the Fisheries Act shall be employed by the Service Supplier to perform duties as Fishery Guardians as required by this statement of work. DFO will only consider designating those individuals when the Service Supplier certifies that the individual meets the eligibility requirements for Fishery Guardian designation as described in section 12.2 of this statement of work.

Where DFO decides to designate as a Fishery Guardian an individual who meets the eligibility requirements described in section 12.2, a *Certificate of Designation* will be issued to each designated Fishery Guardian. The *Certificate of Designation* shall be returned to DFO immediately upon request by DFO or at the end of each FG/FGS term of employment.

DFO reserves the right to revoke the *Certificate of Designation* of a Fishery Guardian at anytime.

## **12.2 Designation Requirements**

The Service Supplier must provide to the Project Authority on an annual basis, copies of appropriate documentation attesting to compliance with items a) to q) of sub item 12.2.1 for each individual FG/FGS before that person will be designated as a Fishery Guardian, or allowed to be taken on strength as a Fishery Guardian. This documentation is written testimony attesting to DFO that the individual named meets the Eligibility for designation established for Fishery Guardians. The documentation is subject to audit and verification by DFO and the Service Supplier will be responsible for maintaining all appropriate records to verify the employee's eligibility for designation.

### **12.2.1 Eligibility for Designation**

To be eligible for designation, a Fishery Guardian applicant must meet the following essential requirements:

- a) legally entitled to work in Canada,
- b) meet the minimum age requirement for the jurisdiction of employment,
- c) have a health evaluation done in accordance with item d) of this subsection. The assessment will consist of a medical evaluation conducted by an attending physician to determine if the individual is capable of carrying out the range of duties outlined in Appendix G. This form must be taken to, and signed by the physician. The Service Supplier must present a signed copy of the medical evaluation for each Fishery Guardian to the Project Authority on an annual basis prior to the start date of Guardian deployment, regardless of when the latest assessment was done.
- d) The following shall be used to determine frequency of medical evaluations:
  - i) every 3 years to age 39;
  - ii) every 2 years from age 40 to 54;
  - iii) and annually thereafter.
- e) The Fishery Guardian/Fishery Guardian Supervisor can only be deployed to perform the duties of the position, on or after the date that the Medical Evaluation has been signed by the physician, indicating that the individual is capable of carrying out the duties listed.
- f) security clearance to the reliability status level,
- g) possess a valid first aid certificate,
- h) possess a valid class 5 driver's license,

- i) meet the current safety requirements of Transport Canada Boat Safety Regulations as required for the job,
- j) be fluent in the English language,
- k) must not be charged with any Fisheries, Wildlife or Criminal offense,
- l) must not have been convicted of any Fisheries, Wildlife or criminal offense in the preceding five (5) years (unless a pardon has been granted),
- m) must not be prohibited from possessing a firearm and/or explosive,
- n) have successfully completed secondary school or equivalent,
- o) have a minimum of three seasons experience as a FG, Fishery Officer or as a police/peace officer with a recognized enforcement agency,  
**or an acceptable combination of education and experience**  
**or** have successfully completed a post-secondary course(s) in Natural/Renewable Resources, Resource Management, Criminology, Law Enforcement or similar course(s) which is at least 9 months in duration (singularly or combined) and covers the topics identified in the training syllabus (Appendix C) or suitable alternatives,
- p) Within the last 5 five years, must not have been released from employment as a Fishery Guardian for failing to comply with requirements of the Project Authority.
- q) These requirements must be satisfied at all times while employed as a FG. Failure to do so will result in the revocation of the Fishery Guardian Designation. The Service Supplier shall notify the Project Authority immediately if a FG fails to meet any of the essential requirements.
- r) Prior to a FG/FGS commencing duties, the Service Supplier shall submit written documentation to the Project Authority attesting that the FG/FGS meets all criteria set out in Subsection 12.2.1. Any costs incurred to meet or comply with all criteria outlined in Subsection 12.2.1 are the responsibility of the Service Supplier or individual employees and will not be reimbursed by the project authority.

### **12.2.2 Desirable Requirements**

In addition to the essential requirements above the following desirable requirements should be considered by the Service Supplier during the FG selection process:

- a) ability to operate boats, outboard motors, and all terrain vehicles,

- b) experience in wilderness travel and survival,
- c) ability to communicate effectively both orally and in writing,

### **12.3 Duties**

Fishery Guardians and their supervisors are under the operational control of the Service Supplier however the C&P supervisor shall determine the type and extent of enforcement to be carried out within detachment boundaries.

All Fishery Guardians and their supervisors shall adhere to the following conditions when planning and conducting patrols:

- a) patrol plans shall be developed and documented on a weekly basis in conjunction with the C&P Supervisor, and shall be signed off by the C&P Supervisor. A copy of the patrol plan shall be provided to the C&P Supervisor. If patrols during the week are not in line with the pre-approved plan, the FGS shall note the reason for the change. A report summarizing the results of the patrol plan shall be provided at the end of the week to the C&P Supervisor.
- b) patrols of coastal or marine waters directed towards protection of salmonids may be carried out but only with explicit approval from the appropriate C&P Supervisor, and
- c) patrols shall not be directed towards enforcement of non-fisheries legislation without prior written approval of the C&P Supervisor and the Department or Agency responsible for the legislation.

**The Service Supplier shall be solely responsible for payment of costs for patrols carried out which are not in accordance with parts 12.3 a-c inclusive.**

#### **12.3.1 Enforcement**

The primary role of the Fishery Guardian program is to provide effective enforcement of regulations protecting salmon and trout based on pre-approved patrol plans.

For the purpose of ensuring compliance with the applicable Acts and Regulations, FGs must be familiar with the geography, river systems, salmon and trout runs, fishing activity and potential problems within their patrol or deployment area.

The tasks to be performed by the FGs will include, without being restricted to, the following:

- a) patrols by vehicle, ATV, or foot, both at night and during the day, along inland and coastal water systems to ensure compliance with Acts and Regulations as they pertain to fishing activity.
- b) operating boats, outboard motors and ATVs,

- c) backpacking up to 40 pounds of gear for extended periods, often over rough terrain
- d) surveillance operations/stakeouts, often for extended periods of time under confining conditions in isolated areas,
- e) conducting inspections, checking anglers for licencing, catch limits and other fisheries regulatory requirements, completing and submitting inspection reports,
- f) occasionally conducting patrols with enforcement officers from other enforcement agencies,
- g) occasionally assisting Fishery Officers in coastal patrols in non-salmonid fisheries and/or with investigations,
- h) participating in preventive enforcement activities including providing a visible presence on river systems,
- i) observation of illegal activities, with appropriate follow-up enforcement action and reporting of the situation to the FGS,
- j) making decisions in determining appropriate course of action under the circumstances including whether or not it is safe to approach observed violators,
- k) apprehending violators and advising apprehended persons of their legal rights,
- l) taking detailed notes and preparing an orderly documentation of information related to breaches of fisheries legislation,
- m) collecting, labeling, preservation and secure storage of all evidence and seizures resulting from the detection of a violation,
- n) assisting in the preparation of legal and court documents as directed by Fishery Officers or C&P Supervisors, including meeting with Crown prosecutors,
- o) presenting oral and documentary evidence in Court,
- p) promoting public awareness and public assistance through assisting in carrying out public awareness and education awareness programs geared towards conservation of salmon and trout,
- q) responding to inquiries from the public concerning regulatory requirements (e.g. open/close times, bag limits, gear),
- r) providing information on fishing regulations to anglers and outfitters,

- s) preparing reports and patrol logs as required,
- t) observing, recording and reporting to the FGS all information respecting the disruption to fish habitat including obstructions in waterways or the dumping of harmful or polluting material in inland waters,
- u) monitoring construction and logging operations and reporting any potential harmful effects to fish or fish habitat, and
- v) maintaining and caring for assigned equipment.

### **12.3.2 Resource Management**

While the Fishery Guardians' primary function is enforcement, assistance will also be provided to Resource Management through the collection of information during patrols. This information is required to make decisions as set out in fisheries management plans.

Specifically, FGs will:

- a) conduct water level and temperature testing on rivers as determined by the C&P Supervisor,
- b) report water level and temperature test results to the C&P Supervisor as soon as possible.

## **13.0 UNIFORMS**

FGs and FGS shall wear a work uniform consisting of a shirt, pants, patrol jacket and mesh back ball cap of a style and color consistent with the uniform worn by Fishery Officers.

### **13.1 Dress Code**

- a) Uniform clothing shall be worn at all times while on duty, except where special circumstances require civilian dress (*e.g.* undercover patrols).
- b) Uniform clothing shall be clean, tidy and in good repair.
- c) A mix of uniform and civilian clothing is not permitted.
- d) Full uniform is to be worn at all times while on uniformed patrol.

### **13.2 Insignia**

Insignia worn on uniform clothing shall clearly identify the individual as a Fishery Guardian and shall identify the Service Supplier. Insignia on uniform clothing shall consist of:

- a) a shoulder flash (in a half moon design) on each sleeve of shirts and jackets identifying the Service Supplier. The shoulder flash must contain the name of the Service Supplier

in lettering that is easy to distinguish from the background and contain a crest, picture design bearing the following words: “Inland Fisheries Conservation and Protection” at the top and “FISHERY GUARDIAN “ in uppercase lettering at the bottom.

- b) Shoulder flashes must be centered on the shoulder seam and shall be 1/2 inch below the cap of the sleeve. The lettering and outside border of the flash will be gold in colour while the background will be a forest green colour.
- c) a crest, identical in design to the shoulder flash (excluding the words “FISHERY GUARDIAN”, shall be centered 1/2 inch above the bib of the ball cap,

### **13.3 Uniform Issuance**

The Service Supplier is responsible for ensuring that each FG has a work uniform complement (bearing the appropriate insignia). The life cycle for replacement is indicated in Appendix F. The Service Supplier is responsible for supplying the work uniform. Replacements within the life cycle will not be reimbursed by the project authority. Claims submitted under this section must include the name of the guardian for whom the item is being supplied.

On an annual basis and prior to payment of the first claim for progress payment, the Service Supplier shall provide the Project Authority with an inventory of equipment as outlined in Appendix F issued to each FG/FGS. The inventory shall contain the name of each Guardian, the item and number issued, and the date of issue.

### **13.4 Authorized Operational Equipment**

The provision of suitable operational clothing such as wet weather clothes and rubber boots is the responsibility of the contractor. These items shall only be purchased in accordance with the life cycle established in Appendix F. Footwear worn with uniform clothing should be black in color and consist of leather or rubber boots.

The Service Supplier shall, at no cost to Fishery Guardians, distribute required equipment (Appendix F) to personnel as necessary prior to commencing duties.

The Service Supplier shall not authorize FGs/FGSs to perform any duty without prior safety and health briefings, and the issuance of proper safety equipment and supplies for the duties being performed.

### **14.0 CERTIFICATES OF DESIGNATION**

- a) Fishery Guardians will carry a *Certificate of Designation* at all times while on duty. Such Certificates will be provided by DFO and remain the property of DFO.
- b) The Service Supplier is responsible for providing a current passport size photograph and personal information as part of the application for *Certificate of Designation*.
- c) All Fishery Guardian *Certificates of Designation* shall be returned to the C&P Supervisor upon termination of the work period.

## **15.0 FISHERY GUARDIAN CONDUCT**

- a) Persons designated as Fishery Guardians shall comply at all times with the Fishery Officer Code of Conduct (Appendix D). The Service Supplier shall immediately communicate to the Project Authority any suspected breach of the Code of Conduct. A representative of the Project Authority shall investigate all suspected breaches,
- b) Where it is deemed by the Project Authority that a breach of the Code of Conduct has occurred, the Project Authority reserves the right to take appropriate action which may include withholding the individual's *Certificate of Designation* and/or revocation of Designation as a Fishery Guardian.

## **16.0 DEPORTMENT AND APPEARANCE**

FGs and FGSs are expected to maintain a high standard of civility, deportment and appearance. When in contact with the public, FGs and FGSs will reflect appropriate courtesies and forms of address. FGs and FGSs are to appear and behave as professionals at all times. Uniform clothing is to be kept clean, tidy and in good repair.

## **17.0 WORK PERIOD**

The required level of FG coverage for each contract area is outlined in Appendix H. DFO reserves the right to request that FG start and end duties over a period of time such that the overall period of coverage for the Fishery Guardian program is in compliance with the level stipulated in Appendix H. DFO reserves the right to extend the period of Fishery Guardian coverage in any of the contract areas. Any additional coverage shall be provided in accordance with all provisions in the Statement of work, and at the hourly rate bid for the current number of hours.

The Service Supplier must submit in their proposal a firm hourly rate for the amount of coverage required by this statement of work in Appendix H.

## **18.0 HOURS OF WORK/OVERTIME**

- a) FGs and FGSs will be expected to work a variety of shift schedules, with hours of work which may not be continuous, that may commence/terminate at any time during a 24 hour day and will include patrols during hours of daylight and darkness.
- b) Shifts and actual hours of work will be determined by the FGSs, in conjunction with the C&P Supervisor, in a manner consistent with deriving optimal benefit towards accomplishing the goals and priorities identified by the C&P Supervisor.
- c) The workday for FGs and FGSs may vary depending on operational requirements but will normally consist of 8 hours in a 24 hour period for a total of 80 hours biweekly.

- d) Overtime is considered to be any hours worked in excess of 80 hours biweekly per FG or FGS. Unless authorization is provided for monetary compensation as outlined in sections 18(e), hours worked by FGs and FGSs in excess of 80 hours within a two-week period must be taken off within the following two week period unless alternate leave arrangement is granted in writing by the C&P Supervisor.
- e) Where operational requirements do not support the accrual or liquidation of overtime hours, and where previously authorized by the Area Chief or C&P Supervisor, the Service Supplier may compensate FGs and FGSs monetarily for overtime (at a rate of 1.5 hours for every hour worked).
- f) DFO will not compensate the Service Supplier for any overtime worked unless previously authorized as described above by DFO.

### **18.1 Direct-Charge Reimbursements**

- a) Claims will only be reimbursed for items and quantities listed in Appendix F. DFO shall be consulted prior to the purchase of any uniform and operational clothing listed in Appendix F.
- b) Requests for the acquisition of items beyond the quantity or timeframe listed in Appendix F, or for items not on the list must be submitted to the Project Authority in writing by the Project Manager.
- c) Any request under part 18.1(b) must explain why the item is required, and the results of not obtaining the item.
- d) Reimbursement for gas purchases by FGS shall be identified separately. The costs of gas purchases for outboard motors and ATVs will only be approved and reimbursed if each receipt contains the relevant information as listed below:
  - date of purchase
  - name of FGS
  - number of liters purchased
  - total cost
  - signature of FGS

### **18.2 Travel & Living Cost Reimbursement - Routine Patrol Activity**

- a) The project authority will only reimburse the cost of travel and living expenses as stipulated within this subsection.
- b) Claims submitted for travel and living expenses must be signed by the individual FG or FGS and the C&P Supervisor and submitted to the project authority by the Service Supplier. All claims shall be accompanied by a bi-weekly work schedule for the week in which the work

was carried out signed by the Fishery Guardian Supervisor and C&P Supervisor and the completed FEATS form for each Fishery Guardian and Fishery Guardian Supervisor.

- c) DFO will reimburse costs incurred by Fishery Guardians and Fishery Guardian Supervisors using personal vehicles for patrols at the rate of 45 cents/kilometer for patrols conducted within approved patrol areas in accordance with patrol plans. Prior to program startup, DFO will notify the contractor how much funding is available to cover mileage costs for Guardians. The contractor shall apportion funds in a manner that ensures an equitable distribution of mileage throughout the season.
- d) In situations where there are two guardians conducting a joint patrol, only one claim for mileage will be accepted.
- e) DFO will reimburse claims for meals during routine patrols (at \$10.00 per meal for up to three meals per day), but only for patrols that are outside of the normal assigned patrol area and which are more than 12 hours in duration. No other claims for meals during patrol activity will be reimbursed.
- f) Costs or claims for the purchase of foodstuffs will not be reimbursed.

**18.3** (a) DFO will reimburse claims for meals during special assignments (at \$10.00 per meal for up to three meals per day), but only for DFO pre-approved special assignments. Activity reports and expense claims must clearly indicate that it is a special assignment. Approval and Meal Guidelines are as follows:

- Breakfast entitlement if assignment starts prior to 0730 hrs or if assignment ends after 0730 hrs.
  - Lunch entitlement if assignment starts prior to 1200 hrs or if assignment ends after 1300 hrs.
  - Supper entitlement if assignment is ongoing after 1830 hrs.
- (b) DFO will reimburse claims for meals for Fishery Guardian Supervisors while attending pre-season and post-season meetings as per current Treasury Board Meal Rates.
  - (c) DFO will reimburse claims for meals for Fishery Guardians and Fishery Guardian Supervisors while attending meetings at the request of DFO and/or meetings outside their headquarters' area as per current Treasury Board Meal Rates.

## **18.4 Travel & Living Cost Reimbursement – Special Operations**

Claims submitted for expenses related to Special Operations for travel & living must be signed & approved by DFO. Once approved, DFO will clearly stamp the forms/invoices identifying the expenses as being incurred as part of a Special Operation. These expenses will then be charged against the funding identified in the contract for Special Operations.

- a) Given the nature of the work and the operational set up, meal allowances may differ for Fishery Guardians assigned to Special Operations. The meal entitlement, if any, approved in any given circumstance will be determined based on the operational requirements of that particular operation as approved/determined by DFO and communicated to the Fishery Guardian. (Refer also to 18.2(e)).

## **18.5 Travel & Living Cost Reimbursement - Project Manager**

- a) The Project Authority is limiting reimbursement of travel and living expenses (including mileage costs) for the Project Manager. The Project Manager will be paid at a rate of 45 cents/kilometer to attend two scheduled meetings. Gas purchases will not be reimbursed. Following are pre-approved travel arrangements:
  - 1) One pre-season meeting in each area: location and time to be determined by DFO
  - 2) One post-season meeting in each area: location and time to be determined by DFO
- b) Should there be a requirement for additional travel associated with program delivery that is not covered by the above sections; the Project Manager must seek prior written approval from the Project Authority. The request must be in writing, indicating the reason for the travel, duration, and an explanation as to why the task can not be completed by other means.
- c) Lease payment for vehicles will not be reimbursed for the Project Manager or any other member/employee of the Service Supplier.
- d) For travel authorized under Subsection 18.5(b) the Project Authority will issue a travel authorization number. This number must be included on the claim for expenses. A claim will only be reimbursed in accordance with the authorization, in terms of destination, and duration of travel.
- e) Any travel incurred by the Project Manager not meeting all of the requirements of Subsection 18.5 will not be reimbursed by the Project Authority.

## **18.6 Communications costs**

Direct-charge reimbursement for communications costs will be limited to the costs associated with cellular telephones used by the Project Manager and Fishery Guardian Supervisors. DFO may approve costs associated with cellular telephones used by Fishery Guardians in locations where identified health & safety issues related to repeater and/or DFO radio capacity are a concern. Costs associated with the use of cell phones will only be reimbursed where it is clearly documented that the phone has been used for program business. An original phone bill for each phone shall be submitted with a claim for payment. DFO will only pay communication costs associated with delivery of this

contract. Any cell phone or other communication receipts not showing costs incurred within the program start and end dates, each year, will not be reimbursed. Other communications costs associated with the contract form part of the administrative overhead costs, and will not be reimbursed separately.

## **19.0 GENERAL TRAINING**

DFO will provide to FGs/FGSs general instruction, training and refresher information in respect to regulatory and legal requirements, legislation and policy issues, management plans, courtroom presentation, evidence collection, note-taking, work planning and related topics. The training and any course materials will be provided by DFO.

Attendance at the training is mandatory. DFO will reimburse only that portion of travel or labour expenses directly associated with attendance at DFO training sessions relating to Part 20 and Appendix C of this statement of work.

## **20.0 DEFENSIVE WEAPONS**

### **20.1 Issuance**

DFO will loan the following equipment to FGs/FGSs:

- OC Spray
- duty belt with keepers and baton, flashlight & OC & holders
- baton and Holder
- handcuffs and pouch/key keeper
- approved home storage containers for defensive equipment

All equipment must be returned to DFO at the end of each FG/FGS term of employment.

This equipment will be issued at no cost to FGs/FGSs who have completed a DFO training course. To successfully complete the training, each FGs/FGSs must demonstrate to the satisfaction of the DFO trainer that they are competent in the care and use of defensive equipment and fully understand the policies and legislation pertaining to the use of force.

### **20.2 Training**

DFO will provide FGs/FGSs with classroom instruction and practical training in basic self-defense, handcuffing techniques, and the use of the ASP baton and OCS. The place and time of the training will be determined by DFO and all training materials will be provided by DFO.

## **21.0 LOAN OF EQUIPMENT**

For the purposes of delivering the Fishery Guardian program, and when deemed necessary, DFO will provide to the Service Supplier (subject to availability) on an as-and-when-requested loan basis, for the operation by FGs/FGSs, motor vehicles, all-terrain vehicles, boats, motors, departmental cabins, surveillance equipment, and sampling and measuring equipment.

Equipment will only be loaned for a specific period and for identified specific tasks. There will not be a general Loan of Equipment for the duration of the contract.

The Service Supplier shall be responsible for the care, maintenance, fueling, and security of equipment under loan from DFO. Vehicles shall be delivered to the Service Supplier in safe operating condition and with a full tank of gas. The Service Supplier will return the vehicles in the same condition as received, and with a full tank of gas. Upon approval by the project authority, costs incurred for maintenance and refueling will be reimbursed by DFO.

C&P Supervisors and Service Supplier representative shall complete the Loan of Material Agreement (Appendix E) and ensure safe operating condition prior to loan and upon its return.

## **22.0 INSURANCE REQUIREMENTS**

The Service Supplier shall ensure that appropriate insurance coverage is in effect to cover the Service Supplier's liability for loss or damage arising from or related to:

- a) personnel of the Service Supplier operating motorized transportation equipment belonging to DFO (boats, motors, ATVs, trucks, etc), and
- b) personnel of the Service Supplier operating private personal vehicles for work under this contract (for example, supplementary business insurance).

## **23.0 PUBLICATION**

The Crown shall have the sole right to publish data and analysis connected with and resulting from this project. Publication of results or any part thereof by the contractor shall not be made without prior consent of the Project Authority.

## **24.0 WORK PLANNING**

- a) Overall responsibility for development of work-plans for delineating priority patrol areas, surveillance targets and preferred work periods rests with the Area Chief and C&P Supervisor.
- b) The C&P Supervisor will integrate the contracted Fishery Guardian program with other enforcement activities and groups within the detachment.
- c) The C&P Supervisor shall actively engage the FGS to provide input into the work-planning process pertaining to inland fisheries.

- d) The Service Supplier shall deploy its personnel in accordance with work-plans developed by DFO.
- e) The Service Supplier must ensure that the number of hours stipulated for the contract area is not exceeded. Responsibility for payment of hours worked in excess of the number stated in Appendix H rests solely with the Service Supplier.

# APPENDIX A

## DFO AREA AND DETACHMENT BOUNDARIES

### AREA I - Eastern

#### CLARENVILLE DETACHMENT

The detachment inland area includes all freshwater flowing Eastward and Northward of a line commencing at Deer Harbour Head, on the North side of Deer Harbour in Trinity Bay; then westward to the intersection of the TCH at the intersection of the Burin Peninsula Highway at Goobies; then Westward to Norseman's Pond; then Southwest to the Tote; then Westward following the height of land to Mount Sylvester; then Westward following the height of land to 48,15,00N 55,20,00W on Middle Ridge; then Northeastward following the height of land to the Eastern extremity of Dead Wolf Pond; then Northward to the Western extremity of Rodney Pond; then Eastward following the height of land to the TCH at Square Pond; then Northward following the height of land to a point westward of Ten Mile Pond; then eastward following the height of land to Cape Freels; and following the coast, including the coastal islands, to the starting point at Deer Harbour Point.

#### Scheduled Salmon Rivers

55 Northwest Brook, Indian Bay	63 Northwest River, Port Blandford
56 Indian Bay River	64 Salmon Brook, Port Blandford
57 NorthWest Brook, Trinity, Bonavista Bay	65 Southwest River, Port Blandford
58 Traverse Brook	66 Salmon Cove River, Trinity Bay
59 Middle Brook	67 Trouty River
60 Gambo River	68 Pope's Harbour River
61 Northwest Brook, Alexander Bay	69 Shoal Harbour River
62 Terra Nova River (Down from the Mollyquajeck Falls)	70 Deer Harbour River

#### BAY ROBERTS DETACHMENT

The inland area includes all freshwater flowing Northward of a line commencing at Chance Cove Head, near Cappahayden, and running in a Northwesterly direction to a Pond, at coordinates 47,00,00 N, 53,15,00W; then Northward to the Western extremity of Mobile Big Pond; then Westward to Father Duffy's Well Provincial Park; then Northwestward to the Trans Canada Highway at Ocean Pond; then following the TCH to the intersection of the Burin Peninsula Highway at Goobies; then Eastward to Deer Harbour Head, on the North side of Deer Harbour in Trinity Bay; and the following the coast line to the starting point at Chance Cove Head.

#### Scheduled Salmon Rivers

71 Bellevue River	74 South River, Conception Bay
72 Salmon Cove River, Conception Bay	75 North Arm River, Holyrood
73 North River, Conception Bay	76 Renews River

## **PLACENTIA DETACHMENT**

The detachment inland area includes all fresh water flowing in a generally southward direction of a line commencing at Chance Cove Head , near Cappahayden, and running in a Northwesterly direction to a Pond, at coordinates 47,00,00 N, 53,15,00W; then Northward to the Western extremity of Mobile Big Pond; then Westward to Father Duffy's Well Provincial Park; then Northwestward to the Trans Canada Highway at Ocean Pond; then following the TCH to the intersection of the Burin Peninsula Highway at Goobies; then in a Westerly direction to Norseman's Pond; then Southeasterly to the Tote; then Southeast to Davis Cove in Placentia Bay; then following the coast line to Grandy's Point; then in a strait line to Cape St. Mary's, including the islands in Placentia Bay; and then following the shore line to the starting point at Chance Cove Head.

### **Scheduled Salmon Rivers**

77 Biscay Bay River	86 Big Barachois Brook, St. Mary's Bay
78 Northeast Brook, Trepassey	87 Branch River
79 Northwest Brook, Trepassey	88 Great Barasway River
80 Peter's River	89 Southeast River, Placentia
81 Salmonier River	90 Northeast River, Placentia
82 Colinet River	91 Come By Chance River
83 Rocky River	92 Watson's Brook, Placentia
84 North Harbour River, St. Mary's Bay	93 North Harbour River, Placentia Bay
85 Little Salmonier River, St. Mary's Bay	94 Black River, Placentia Bay
	95 Piper's Hole River

## **MARYSTOWN DETACHMENT**

The detachment area includes all freshwater flowing southward from a point commencing at Grandys Point in Placentia Bay, then northward to Davis Cove; then northwest to the Tolt; then Westward following the height of land to Mount Sylvester; then Westward following the height of land to a point defined as 48,15,00N 55,20,00W on Middle Ridge; then westward to Newfoundland Dog Pond; then Northward to Mount Cormack; then Westward to a point defined as 48,30,00 N, 56,25,00 W; then Southwestward to Wolf Mountain; then Southeast ward to the Southern extremity of Wolf Pond; then Southward to Cape LaHune; and then following the coastline, including the coastal islands, to the starting point at Grandy's Point.

### **Scheduled Salmon Rivers**

96 NonSuch Brook	104 Salmonier Lamaline River
97 Cape Roger River	105 Taylor's Bay River, Burin Peninsula
98 Bay de l'Eau River	106 Lawn River
99 Red Harbour River	107 Piercey's Brook
100 West Brook, Northwest Arm, Mortier Bay	108 Grand Bank Brook
101 Tide's Brook. Mortier Bay	109 Garnish River
102 Salmonier River Burin	110 Long Harbour River, Fortune Bay
103 Little St. Lawrence River	111 Bay du Nord River
112 Simmons Brook	113 Southwest Brook, Cinq Islands Bay
114 Old Bay Brook	115 Taylor's Bay Brook, Bay de l'Eau
116 Conne River	117 Long Reach Brook, East Bay
118 Allen's Cove Brook, Facheau Bay	119 Bottom Brook, Facheau Bay
120 Dolland Brook & Moran's Brook, Hare Bay, South Coast	

## **AREA II - Central**

### **SPRINGDALE DETACHMENT**

The detachment inland area includes all freshwater flowing northward of a line commencing at the western extremity of Black Island, at the mouth of the Bay of Exploits and running Southward to Stanhope; then southward following the height of land to Webber pond; then Southwest following the height of land to Mount Cormack; then Westward to a point defined as 48,30,00 N, 56,25,00 W; then Southwestward to Wolf Mountain; then Southeast ward to the Southern extremity of Wolf Pond; then Westward to the southern extremity of White Bear Lake; then Northward to Lake of the Hills; then Northeastward to the Gaff Topsail; then Northwestward to the TCH at Birchy Lake; then Northwest along the TCH to the Hampden Access Road; then Northward to a point five(5) Km. north of the Taylors Brook forest access road; then westward to St. Pauls Big Pond; then Northward following the height of land to a point defined as 50,35,25 N, 56,30,36 W; then Eastward to Granite Point on the southern side of Fouche Harbour; and then following the coast line, including the coastal islands, to the starting point at Black Island.

### **Scheduled Salmon Rivers**

24 Souflett's River	25 Little Harbour Deep River
26 Coney Arm River	
27 Sop's Arm River, Including Doucher's Brook (a) Corner Brook (b) & Natlin's Brook (c)	
28 Hampton River	29 Wild Cove Brook, White Bay
30 Western Arm Brook, White Bay	31 Middle Arm Brook, White Bay
32 Southern Arm Brook, White Bay	33 Baie Verte River
34 Woodstock River	35 Burlington River
36 Indian River	37 West River, Halls Bay
38 South Brook, Halls Bay	39 Tommy's Arm River
40 Northwest Arm Brook	41 Western Arm River
42 Leamington River	43 Charles Brook, Bay of Exploits
44 Northern Arm River, Bay of Exploits	45 Peter's River, Bay of Exploits
46 Exploits River & Tributary streams	47 Rattling Brook (Down from the power house)

### **TWILLINGATE DETACHMENT**

The detachment inland area includes all freshwater flowing northward of a line commencing at the western extremity of Black Island, at the mouth of the Bay of Exploits and running Southward to Stanhope; then southward following the height of land to Webber pond; then Southwest following the height of land to Mount Cormack; then Southward to Newfoundland Dog Pond; then Eastward following the height of land to a point defined as 48,15,00N, 55,20,00W on Middle Ridge; then Northeastward following the height of land to the Eastern extremity of Dead Wolf Pond; then Northward to the Western extremity of Rodney Pond; then Eastward following the height of land to the TCH at Square Pond; then Northward following the height of land to a point westward of Ten Mile Pond; then eastward following the height of land to Cape Freels; and then following the coast, including the coastal islands, to the starting point at Black Island.

### **Scheduled Salmon Rivers**

48 Cambelton River	52 Anchor Brook
49 Dog Bay River	53 Deadman's Bay River
50 Gander River	54 Windmill Brook
51 Ragged Harbour River	

### **AREA III -Western**

### **ST. ANTHONY DETACHMENT**

The detachment area includes all freshwater flowing into the Atlantic and the Gulf of St. Lawrence from Insular Newfoundland north of a line drawn from Granite Point, on the South side of Fourche Harbour, to a point defined as 50,35,25 N, 56,30,36 W; then in a straight line to Squid Cove in St. John's Bay; then following the coast, including coastal islands, to the starting point at Granite Point; and that portion of Labrador commencing at Point St. Charles on the Quebec Labrador border, following the border north to the point where the border commences in a westerly direction; then following the height of land in an easterly direction to Henley Harbour on the coast of Labrador; and following the coast to the starting point at Point St. Charles.

### **Scheduled Salmon Rivers**

17 Western Brook, Hare Bay	167 East River, St. Barb (Eastern Arm River)
18 Ariege River	168 Big Brook, St. Barbe
19 Eastern Brook	169 Watson's Brook, St. Barbe
20 Northeast Brook, Canada Bay	170 Pincen's Brook, Pistolet Bay
21 Western (Beaver) Brook, Canada Bay	171 Parker River (West Brook), Pistolet Bay
22 Northwest Brook, Canada Bay	172 Bartlett's Brook, Pistolet Bay
23 Cloud River	173 Upper Brook, Milan Arm
164 Castor River	174 East River, Pistolet Bay
165 Ste. Genevieve River (Ten Mile Lake and Rnd Lake)	175 Forteau River
166 West River, St. Barbe	176 L'anse au Loup Brook
	177 Pinware River

### **STEPHENVILLE DETACHMENT**

The detachment inland area includes all waters flowing into the Gulf of St. Lawrence commencing at Molly Ann Cove, North of Port au Port Bay, and in an easterly direction to Spruce Brook on Georges Lake; then eastward to Lake of the Hills; then southward to the Southern extremity of White Bear Lake; then Eastward to the Southern extremity of Wolf Lake; then southward following the height of land to Cape LaHune; and then following the coast line, including the coastal islands, to the starting point at Molly Ann Cove.

### **Scheduled Salmon Rivers**

121 Grey River	135 Bear Cove River
122 White Bear River	136 Little Codroy River
123 Bay de Loup River	137 Great Codroy River
124 King's Harbour River	138 Highlands River
125 Grandy's River	139 Crabbe's River
126 Cinq Cerf River	140 Barachois River

127 East Bay Brook, LaPoile  
128 LaPoile River  
129 Farmer's Arm River  
130 Garia River  
131 Burnt Island River  
132 Isle aux Morts River  
133 Grand Bay River  
134 Northwest Brook, Grand Bay

141 Robinson's River  
142 Fischell's Brook  
143 Flat Bay Brook  
144 Little Barachois Brook  
145 Southwest Brook (a) & Bottom Brook  
146 Harry's River  
147 Fox Island River

### **ROCKY HARBOUR DETACHMENT**

The detachment inland area includes all waters flowing into the Gulf of St. Lawrence commencing at Molly Ann Cove, North of Port au Port Bay, and in an easterly direction to Spruce Brook on Georges Lake; then eastward to Lake of the Hills; then Northeastward to the Gaff Topsail; then Northwestward to the TCH at Birchy Lake; then Northwest along the TCH to the Hampden Access Road; then Northward to a point five(5) Km. north of the Taylors Brook forest access road; then westward to St. Pauls Big Pond; then Northward following the height of land to a point defined as 50,35,25 N, 56,30,36 W; then Westward in a straight line to Squid Cove in St. John's Bay; and then following the coastline, including the coastal islands, to the starting point at Molly Ann Cove.

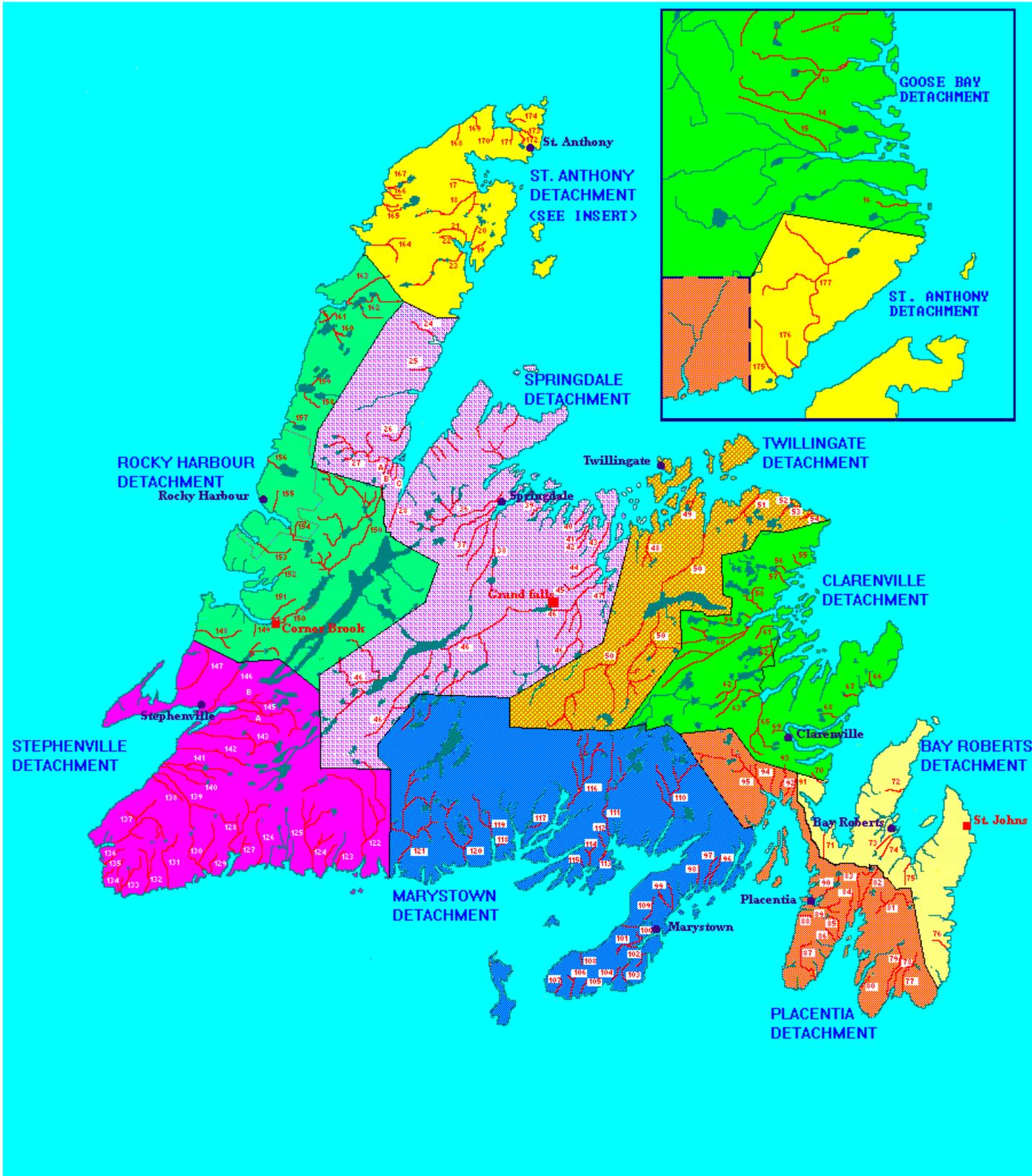
### **Scheduled Salmon Rivers**

148 Serpentine River  
149 Cook's Brook  
150 Humber River  
151 Hughes Brook  
152 Goose Arm River  
153 Trout River  
154 Lomond Main River  
155 Deer Arm River

156 Western Brook  
157 Parsons Pond River  
158 Portland Creek River  
159 Portland Creek Feeder (Included with Portland Creek River)  
160 River of Ponds  
161 Little Brook Ponds  
162 Torrent River  
163 East River, Hawk's Bay (Big East River)

### **GOOSE BAY DETACHMENT**

Currently there is no requirement for contracted Fishery Guardians in Goose Bay. However, this situation may change throughout the life of the contract. In the even of the eventuality further negotiations would take place at that time.



## **APPENDIX B**

### **CONTRACTOR'S FINAL REPORT - Narrative Guidelines**

The final report must contain a complete summary of the statistics captured throughout the season including violation statistics in addition to addressing the items identified below. The items below are intended as a guide when preparing the narrative portion of the report. Please feel free to include any other relevant information or comments.

#### **1. Introduction**

- State goals established for this season,
- Were goals achieved; if so how were they achieved? If goals were not achieved, identify the obstacles preventing the achievement.

#### **2. Area of responsibility**

- Describe the geographical area in which patrols were carried out with emphasis on particular river systems,
- Describe the amount of activity encountered. Was the river primarily patrolled for anglers or poaching activity?
- Describe any problems or circumstances negatively impacting on patrol frequency or effectiveness in the patrol area (e.g. isolation, communications, equipment, personnel).

#### **3. Equipment**

- Identify what, if any, equipment was made available by DFO (by office location).
- Identify equipment that could not be provided by DFO or the contractor.
- Provide an inventory of all equipment that has been purchased through the guardian contract and indicate the detachment to which the equipment has been returned.

#### **4. Employee selection process**

- Issues/comments/concerns arising from the Fishery Guardian certification criteria or the selection process,
- Were there more applicants than positions available? Overall, how did the applicants rate against the certification requirements?

#### **5. Training**

Identify names and agencies involved in training prior to contract start date, and indicate the type of training completed. Identify any training deficiencies and future training requirements. Recommend how to best achieve training requirements,

#### **6. Work Planning**

Did the DFO work plan involve consultations with the FGS? How did your organization adapt its work plan, to the DFO work plan? How were priorities set and persons deployed to meet the priorities? How were priorities monitored and controlled (i.e. inputs from DFO and interest groups, the supervisor and managers roles?)

Recommend ways to improve the process for future years.

## **7. Results achieved through work plan implementation (include any applicable statistics)**

Identify the number of guardians employed (elaborate on any mid-season changes).

Comment on effectiveness and scheduling of patrols including: guardian work patterns (on a detachment basis, indicate (in table format) the number of day vs. night shifts. Were patrols constrained by mobility of Guardians?

Was any assistance rendered by outside agencies or non-guardians (e.g. monitors)? Elaborate on the cooperation of other enforcement groups i.e. RCMP, Wildlife, and identify the number of cooperative/joint patrols. Elaborate on the working relationship with Fishery Officers to achieve work plan goals.

Identify by detachment, the number of violations encountered by section act/regulation violated (include brief description of offense) and the recommended course of action (e.g. warning, charge, seizure persons unknown).

Report/comment on number of anglers checked, Guardian observations and comments on angling and river conditions (water temperature, depth, siltation). The report shall contain a breakdown of work activities and occurrences/violations detected on an individual river basis.

Report/comment on fish habitat disruptions (man made and natural).

## **8. Interactions with the general public**

Describe the overall feedback and reaction to the guardian program (in terms of patrols and effectiveness).

Indicate reaction or comments (negative and positive) to your company involvement with the delivery of the Fishery Guardian program.

Report any feedback received on various aspects of the Salmon/Trout Management Plan (e.g. catch and release, seasons, bag limits) or in season management decisions.

## **9. Guardian reaction to contracting/contractor**

Identify all Guardian concerns and how they were addressed (e.g. change of employer, changes of work area/schedules, mobility, and equipment). Provide list of outstanding concerns, if any.

Include recommendations to improve contractor's rapport with Guardians (e.g. training, equipment).

## **10. Conclusions**

Provide a general summary of the program for the current year. Identify any problems requiring corrective action. Recommend possible solutions to these problems.

Provide comments and recommendations on the future direction of the Guardian program for each detachment.

## APPENDIX C

### FISHERY GUARDIAN TRAINING SYLLABUS

#### **Powers of a Fishery Officer vs. a Fishery Guardian**

Reasonable Grounds

Designation of Fishery Officer and Fishery Guardian

Powers of a Fishery Officer and Fishery Guardian to Inspect

Powers of a Fishery Officer to Search

Powers of a Fishery Officer or Fishery Guardian to Seize

Powers of a Fishery Officer or Fishery Guardian to Arrest

#### **Types of Enforcement**

Preventative Enforcement:

- |                             |                    |
|-----------------------------|--------------------|
| 1. Public Relations         | 5. Routine Patrols |
| 2. Advisory                 | 6. Recommending    |
| 3. Interpretation           | 7. Warning         |
| 4. Planning and Forecasting |                    |

#### **Active Enforcement: Assault, Obstruction and Hindrance**

Assault

Assault with a Weapon or Causing Bodily Harm

Aggravated Assault

Assaulting a Peace Officer

Obstruction and Hindrance

#### **Use of Force**

Protection of Persons Acting Under Authority of the Law

Use of Deadly Force

Conditions for Use of Force by a Peace Officer

Excessive Force

Use of Force to Prevent the Commission of an Offense

#### **Sources of Information**

Developing Sources of Information

#### **Notebooks**

Who, What, Where, When, Why, and How

Points to Remember about Notebooks and Note taking

#### **Rules of Evidence**

Rules Governing Witnesses

Main Forms of Evidence:

Testimonial, Real, Documentary, Circumstantial or Indirect

Corroboration

Exclusionary Rules and Exceptions

The Hearsay Rule

## Exhibits and Continuity of Evidence

### **Statements, Interviews, False Information and Disclosure**

- Statements and Interviews
- Taking Statements from Suspects
- Preparing to Interview a Suspect
- Admissibility of Statements
- Preparation for Taking Statements from Witnesses
- False Information
- Disclosure

### **Stakeouts**

- Planning a Stakeout, Stakeout Equipment, Approaching Site, Arrival on Site, Actual Violation, Scenario

### **Court**

- Preparation for Court
- Court Procedure
- Department and Testifying
- Dress, Physical Position in the Witness Box, Oath, Speech, Testifying, Points of Conduct on the Witness Stand
- Cross-examination
- Court Documents
- Summons, Subpoena, Information, Search Warrants, Appearance Notice, Disclosure
- Mock scenarios

### **MANAGEMENT**

- Data collection methods
- Species identification
- Fishery management plans
- Management techniques
- Fishing methods

### **HABITAT**

- Importance of fish habitat
- Habitat preferences of various species
- Causes of habitat degradation.

**APPENDIX D**  
(Revised December 12, 2013)

## **CODE OF CONDUCT FOR FISHERY GUARDIANS**

### **PURPOSE AND SCOPE**

1. The professional and personal activities of Fishery Guardians, as peace/law enforcement officers, reflect on the Department and the Government of Canada. As Fishery Guardians are an important resource of the Department and one of the main contacts between the Department and the public, they are to conduct themselves at all times in a manner that will not discredit the Department.
2. The purpose of this Code is to articulate those reasonable standards of behaviour, both on and off duty, that Fishery Guardians are expected to meet. The matters mentioned in this document cannot be considered as exhaustive. Rather, it is to be used as a guideline to establish the parameters of proper behaviour.
3. There are many norms of behaviour not covered in this document that are outlined in other authorities. Violation of these norms will be handled accordingly.
4. Fishery Guardians who, upon investigation, are found to have contravened the principles stated in this document, may be subject to administrative and/or disciplinary measures, up to and including termination.

### **APPLICATION**

5. The term Fishery Guardian for the purposes of this document refers to Fishery Guardians contracted by the Department and designated pursuant to Section 5 of the Fisheries Act for the purposes of carrying out enforcement duties and functions in accordance with the Fisheries Act and regulations. These guidelines also apply to Fishery Guardians contracted by the Department for the purposes of carrying out the roles and responsibilities established for the position.

Fishery Guardians employed by the Department are subject to the DFO Values and Ethics Code.

**These guidelines are consistent with the current *Fisheries and Oceans Canada Values and Ethics Code*.**

### **CONDUCT ON DUTY**

#### **6. General**

All Fishery Guardians shall demonstrate the highest standards of performance in the discharge of their duties in accordance with existing legislation and departmental/Treasury Board policies, and

in compliance with the lawful direction of their supervisor. Fishery Guardians shall conduct themselves in a professional manner at all times.

## **7. Laws and Regulations**

Fishery Guardians shall demonstrate the highest standard of observance of the laws, including those which they are accountable for enforcing, and refrain from engaging in conduct which may adversely affect, or appear to affect, the performance of their duties and their dealings with other law enforcement agencies.

Fishery Guardians shall inform their supervisor without delay should they be arrested, detained, or charged with any criminal offence or for a violation of the laws they are accountable for enforcing.

Fishery Guardians are expected to conduct themselves, at all times, in a way that reflects credit upon the Department.

## **8. Respect for People / Dealings with others**

Treating all people with respect, dignity and fairness is fundamental to the Fishery Guardians' relationship with the Canadian public and colleagues, and it contributes to a safe and healthy work environment. As such, Fishery Guardians shall treat all people with respect, dignity and fairness, respect the rights and dignity of others, whether they are co-workers or the public, and shall not discriminate against, intimidate, threaten or harass those persons they may have contact with in the course of their duties. Fishery Guardians shall consider the impacts of their work and actions on others.

## **9. Uniforms**

All fishery guardians are responsible for their appearance while in uniform. As such, it shall be worn consistent with the Fishery Officer Uniform Directives and devoid of ornament or things which are not approved for wear with or as part of the uniform.

## **10. Use and Maintenance of government property**

Property, equipment, materials, vehicles or facilities purchased or leased by the Department are owned by the Government and, by extension, the people of Canada. They are to be used for official purposes only, unless proper management authorization has been provided for any other use. In all cases, use must never be for outside business interests or for any other form of personal gain.

Fishery Guardians are expected to account for and protect any government property and valuables under their control. If any item is lost, stolen or damaged, Fishery Guardians must immediately report it to their supervisor. Unless authorization is provided by the delegated authority, Fishery Guardians must return all government property received as part of their duties when they leave their position, permanently or seasonally, or when requested to do so by a proper authority.

## **11. Alcohol and drugs**

Fishery Guardians shall not perform their duties under the influence of alcohol or drugs, nor consume alcohol while in uniform at any time, whether on duty or not, without prior authorization to do so for a special event. For such events, impairment due to the consumption of alcoholic beverages or any other substance will not be tolerated under any circumstance. If required to take medication which may affect the ability to discharge duties, the Fishery Guardian shall inform the supervisor prior to reporting for duty.

## **12. Providing Testimony and Information**

When called upon to testify in court proceedings or to provide information in the course of an investigation, judicial inquiry, fact finding, etc., Fishery Guardians are required to do so in a full and forthright manner. Fishery Guardians shall not knowingly provide false, misleading, or inaccurate information. Fishery Guardians shall conduct themselves honestly, ethically, with integrity and will avoid speculation or personal opinions.

## **13. Integrity**

Fishery Guardians shall act at all times with integrity, and in a manner that will bear the closest public scrutiny, an obligation that may not be fully satisfied by simply acting within the law. Fishery Guardians shall apply those provisions of the law for which they are responsible in a fair and consistent manner. Fishery Guardians shall demonstrate, through their behaviour, that they are worthy of the trust and confidence of both the Department and the public. Fishery Guardians shall conduct themselves honestly, ethically and take steps to prevent and resolve any real, apparent or potential conflicts of interest between their official responsibilities and their private affairs in favour of the public interest.

## **OFF-DUTY ACTIVITIES**

### **14. General**

The off-duty activities of Fishery Guardians may reflect on both the Department and the Government of Canada. To ensure the Department retains the confidence and respect of the public, Fishery Guardians shall conduct themselves in a manner that will not discredit the Department or harm Fisheries and Oceans Canada's reputation or program. Fishery Guardians must be strict in their observance of the law and shall refrain from engaging in any activities that may adversely affect or appear to affect the performance of their duties, or their dealings with other law enforcement agencies, or discredit the Department.

### **15. Criminal charges**

Fishery Guardians are required to inform their supervisor without delay, should they be charged with any criminal offence.

### **16. Wearing of uniforms**

Fishery Guardians shall not wear their uniforms or any marked insignia identifying them as a Fishery Guardian in off-duty situations which might embarrass or discredit the Department. While in uniform, Fishery Guardians shall not attend political gatherings or consume alcohol.

## **CONFLICTS OF INTEREST**

### **17. Abuse of authority**

Fishery Guardians shall not use their badge, title or authority to exert influence, obtain or appear to grant preferential treatment for themselves or any other person, group or organization.

### **18. Disposal of material**

All fish, materials, equipment and/or proceeds obtained or seized by Fishery Guardians in the performance of their duties, shall be disposed of in accordance with departmental Acts and/or Government of Canada directives. Under no circumstances are fish, materials, equipment and/or proceeds to be retained by Fishery Guardians for their own personal use.

### **19. Commercial fishing**

Fishery Guardians are prohibited from participating in commercial fishing activities and commercial sport fishing activities.

### **20. Gifts, Hospitality and Other Benefits**

Fishery Guardians must not accept any gifts, hospitality or other benefits that may have a real, apparent or potential influence on their objectivity in carrying out official duties and responsibilities or that may place them under obligation to the donor. This includes activities such as free or discounted admission to sporting and cultural events, travel or conferences, etc.

## **MISCELLANEOUS**

### **21. Safety and Health**

Fishery Guardians shall comply with all departmental occupational safety and health requirements as well as those of his or her employer.

### **22. Discretion during investigations**

Fishery Guardians are required to use discretion, at all times, when conducting investigations or in respect to prosecution processes. Fishery Guardians shall not communicate with persons outside the Department in respect of investigations or prosecutions, unless those persons are in an authorized capacity. This applies to all investigations, whether under any Act they are authorized to enforce or as part of internal administrative investigations.

## **BREACHES OF THE CODE OF CONDUCT**

### REPORTING PROCEDURES

#### **23. Reporting by the Service Supplier**

Where a breach of the Code of Conduct for Fishery Guardians is believed to have occurred, the Service Supplier shall immediately communicate to the Project Authority (DFO) the suspected breach.

#### **23. Reporting by the Project Authority**

The Project Authority will communicate to the Service Supplier any suspected breach on the part of a Fishery Guardian of the Code of Conduct for Fishery Guardians. The Project Authority (DFO) shall communicate any suspected breach to the Director, Conservation & Protection.

## **BREACHES OF THE CODE OF CONDUCT**

### REPORTING PROCEDURES

#### **23. Reporting by the Service Supplier**

Where a breach of the Code of Conduct for Fishery Guardians is alleged, the Service Supplier shall immediately communicate to the Project Authority the alleged breach.

#### **23. Reporting by the Project Authority**

The Project Authority will communicate to the Service Supplier any alleged breach on the part of a fishery guardian of the Code of Conduct for Fishery Guardians. The Project Authority shall communicate any alleged breach to the Director, Conservation & Protection.

### INVESTIGATIVE PROCEDURES

#### **24. Investigative Procedures for Project Authority**

Upon being advised that a Fishery Guardian has or is suspected to have breached the Fishery Guardian Code of Conduct, the Project Authority shall convene a Fact-Finding Team (FFT) or Investigative Team (IT). The FFT or IT will thoroughly examine all facts, recorded witness accounts and review any other relevant information to determine if a breach of the Fishery Guardian Code of Conduct has occurred. The principles of procedural fairness will be applied in all cases.

The Fact-Finding Team or Investigative Team will consist of a member of the Project Authority (DFO), regional and/or area level, and a representative of the Service Supplier, typically the Project Manager.

## **25. Investigative Procedures for Service Supplier**

Upon being advised that a Fact-Finding Team is being assembled, the Service Supplier shall, at the request of the Project Authority, provide a representative to participate in the Fact-Finding process. The Service Supplier shall provide all necessary cooperation to the Fact-Finding Team during the process.

Where a breach of the Code of Conduct for Fishery Guardians is believed to have occurred the Fact-Finding Team or Investigative Team may rely upon, but are not restricted to, the following documents.

## **AUTHORITIES AND REFERENCES**

1. Statement of Work Provision of Fishery Guardian Services.
2. Conflict of Interest and Post-Employment Code for the Public Service
3. Treasury Board Disciplinary Guide
4. Policy on Harassment
5. Firearms Policy
6. Fishery Officer Uniform Directives
7. Communications Policy and Guidelines for DFO
8. Safety and Health Policy and Procedures
9. Fisheries & Oceans Values & Ethics Code
10. Financial Administration Act
11. National Public Complaint Policy

**APPENDIX E:  
LOAN OF MATERIAL AGREEMENT**

**LOAN OF MATERIAL**

**PRÊT DE MATÉRIEL**

THIS AGREEMENT made the      day of  
Two thousand

LE PRÉSENT ACCORD, conclu ce      jour de  
mil neuf cent quatre-vingt

**BETWEEN**

Hereinafter referred to as ("the borrower")

**ENTRE**

ci-après appelé ("l'emprunteur")

**And**

Her Majesty the Queen in right of Canada, represented  
by the Minister  
of Fisheries and Oceans ("the lender")

**et**

Sa Majesté la Reine du chef du Canada,  
représentée par le ministre des Pêches et des  
Océans (le prêteur")

WITNESSETH, that the lender and the borrower promise  
and agree, each with the other, as follows:

ATTESTE QUE le prêteur et l'emprunteur  
conviennent de ce qui suit:

1 (a) The lender shall loan to the borrower the  
material as follows:

1 (a) le prêteur cède à l'emprunteur le matériel  
décrit ce-après:

Description  
Qty./Qté

Value (based on initial acquisition cost)  
Valeur (d'après le coût initial d'acquisition)

(i) for a period of      months commencing,

(i) pour une période de      mois, commençant

(ii) without cost to the borrower except for costs of  
preparation, packing and transportation, if any,  
between the  
places of business of the lender and the Borrower

(ii) sans autre coût pour l'emprunteur que celui  
lié à la présentation, à l'emballage et, s'il y a  
lieu, au transport du matériel entre les  
établissements du prêteur et de

A description of the consideration for the loan:  
le détail de la contrepartie du prêt:

(the "Loaned Material")

(le matériel prêté)

(b) Notwithstanding paragraph 1.(1), if the lender  
needs any of the Loaned Material for his own use, he  
may terminate this Agreement by giving the borrower  
days notice in writing, and upon termination, the  
borrower shall at his own expense return the Loaned  
Material to the place of business to the lender.

(b) Nonobstant l'alinéa 1.a), si le prêteur a  
besoin du matériel prêté pour son propre usage,  
il peut mettre fin au présent accord en donnant à  
l'emprunteur doit retourner à ses propres frais  
le matériel au prêteur.

**2. Purpose of Loan**

**2. Objet du prêt**

3. (a) The borrower shall provide for the maintenance, repair storage and safekeeping of the Loaned Material during the entire period of the loan.

(b) The Borrower shall return the Loaned Material in as good condition as when received, fair wear and tear excepted.

(c) The Lender shall be permitted to inspect, at any reasonable time the Loaned material and view its state of repair and maintenance and to ensure that the Loaned Material is being used for the purpose for which it was loaned.

Upon inspection, where the lender determines that the Loaned Material is in a state of disrepair or is not being used for the purpose for which it was loaned, the Lender may demand the return of the Loaned Material and terminate this agreement immediately.

4. Basic insurance protection against loss by fire, theft, and other perils shall be carried by the borrower for the Loaned Material. This protection shall extend for the duration of the loan. Third party liability insurance may be required in some cases, in order to protect the borrower. It shall be required in all cases involving the loan of motor vehicles or motorized equipment.

3.(a) L'emprunteur doit assurer l'entretien la réparation, l'entreposage, et la bonne garde du matériel prêté pendant toute la durée du prêt.

(b) L'emprunteur doit retourner le matériel prêté dans l'état où il la reçu, sauf usure normale.

(c) le prêteur doit la permission d'inspecter, à ce qu'il soit bien réparé et entretenu et s'assurer qu'il soit bien réparé et entretenu et s'assurer qu'il est utilisé aux fins prévues.

Si, après inspection, le prêteur est d'avis que le matériel prêté est mal entretenu ou qu'il n'est pas utilisé aux fins prévues, il demander que le matériel prêté lui soit retourné et mettre fin au présent accord immédiatement.

4. L'emprunteur doit être détenteur d'une police d'assurance de base contre la perte par le feu, le vol et autres risques. Cette assurance doit être valable pour tout la durée du prêt. Dans certains cas, pour sa propre protection, l'emprunteur devra aussi être détenteur d'une assurance couvrant sa responsabilité envers un tiers; ce dernier type d'assurance sera obligatoire pour tous les prêts de véhicules automobiles ou d'équipement

<b>Name of Insurance Company</b> <b>Nom de la compagnie d'assurances</b>	<b>Policy No</b> <b>Numéro de police</b>
	<b>Expiry Date</b> <b>Date d'expiration</b>

5. The Borrower shall indemnify and save harmless Her Majesty from and against all claims, damages, loss, cost and expenses which either of them may at any time incur or suffer as a result of negligence on the part of the Borrower arising out of:

(a) any injury to persons (including injuries resulting in death) or loss or damage to property of others which may be or alleged to be caused or suffered as a result of the use of the Loaned Material; and

(b) any liens, attachments, charges of other encumbrances or claims upon or in respect of the Loaned material.

6. Special instructions, conditions or restrictions is applicable (eg. operator qualifications or conditions of use and to particular maintenance, repair, storage or safekeeping requirements).

7. Relationship to any other agreement or contract if applicable.

5. L'emprunteur tiendra Sa Majesté indemne et à couvert de toute réclamation, de tout dommage, de toute perte, de tout coût et de toute dépense que l'emprunteur ou Sa Majesté peuvent subir par suite d'une négligence de l'emprunteur et qui découle;

(a) de blessures (y compris de blessures menant à la mort), de pertes ou de dommages à la propriété causés, ou susceptibles d'avoir été causés, par 'utilisation du matériel prêté;

(b) de privilèges, de saisies, d'obligations, d'autres charges ou prétentions concernant le matériel prêté.

6. Instructions, conditions ou restrictions spéciales, s'il y a lieu (qualifications de l'utilisateur ou conditions d'utilisation, notamment aux exigences concernant l'entretien la réparation).

7. Lien avec autre accord ou contrat, s'il y a lieu.

Appendix F

**Authorized Clothing/Equipment**

**To be provided by contractor and reimbursed by DFO**

<b>Item</b>	<b>Life cycle</b>	
<i>Fishery Guardian Uniform Issue per Fishery Guardian:</i>		
2 pair pants	2 years	
2 shirts	2 years	
1 jacket	4 years	
2 mesh-back caps	1 year	
<i>Operational Clothing Equipment per Fishery Guardian:</i>		
Wet-Weather clothing	4 years	(\$100 max)
Rubber boots (must meet applicable safety standards)	2 years	(\$80 max)

*Consumables:*

Gasoline and lubricants

Pens

Flashlight (C or D cell Maglight type)

Batteries (for flashlights)

Other items may be provided or reimbursed by DFO on an individual request basis.

Safety Equipment and patrol cabin cleaning supplies, as approved by Detachment Supervisor

**NOTE:**

**This list is not meant to be a personal issue for Guardians. Items on this list are to be purchased as needed and distributed to Guardians for patrol purposes. All equipment must be returned to DFO at the end of the season.**

**Items purchased which are not on this list, nor meet the requirements of Subsection 9.3, are done so, solely at the expense of the Service Provider.**

**If items above required before life cycle identified or where extenuating circumstances exists, Service Provider shall submit request in writing. Project authority review on a case-by-case basis.**

Appendix G  
**MEDICAL ASSESSMENT**

Name of Fishery Guardian: \_\_\_\_\_

The work and duties of a Fishery Guardian include:

- significant physical exertion, including chasing, physically engaging and arresting persons involved in illegal activity,
- wearing a belt of self-defense equipment consisting of an expandable baton, Oleoresin Capsicum Spray (Pepper Spray) and handcuffs.
- use of self-defense equipment in training and in enforcement situations with individuals who may become hostile,
- a significant amount of walking over rough and sometimes slippery terrain during summer months– up to 8 hours per day, over isolated rough terrain along waterways, over bogs and through wooded areas.
- occasional back-packing of up to 40 lbs of equipment and or supplies on foot,
- operation and movement of boats, boat-trailers outboard motors, all-terrain vehicles, and related equipment (including heavy lifting),
- extended outdoor stays in isolated areas when conducting stakeouts, and
- working primarily out-doors during the spring, summer, and autumn period.

Physician's Remarks:

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\_\_\_\_\_  
Physician's Signature

\_\_\_\_\_  
Date of Assessment

\_\_\_\_\_  
Fishery Guardian Signature

\_\_\_\_\_  
Date

## **APPENDIX H**

### **PATROL HOUR REQUIREMENTS**

- Patrol hours required: 58,155
- Hours will be distributed throughout the island as determined by DFO
- % coverage by month will be determined by DFO
- 11 FGS - area of responsibility to be determined by DFO

Fishery Guardian Supervisors will generally be required to be employed for the entire period during which Fishery Guardians under their supervision are employed.

In conjunction with Area Chiefs and C&P Supervisors, the project authority will advise of the start and end date for the guardian supervisors and guardians in each contract area.

APPENDIX I

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NOT FOR EXTERNAL DISTRIBUTION LAW  
ENFORCEMENT SENSITIVE



**Department of Fisheries and Oceans**

**NATIONAL GUIDELINES WITH RESPECT TO**

**FISHERY OFFICERS  
WORKING ALONE**

Approved by: Dennis N. Brock  
Director General  
Conservation and Protection

Effective Date: May 1, 2002  
NEW Policy

## TABLE OF CONTENTS

- A. Definitions
- B. Application
- C. Purpose
- D. Procedures
- E. Responsibilities of Supervisors
- F. Factors to be Considered Regarding Officers Working Alone

### A. DEFINITIONS

For the purpose of this policy:

"Officer" means:

- a) an employee of the Department of Fisheries and Oceans (DFO) designated as a fishery officer or a fishery guardian pursuant to section 5 of the *Fisheries Act*, who is armed in accordance with the Fisheries and Oceans Canada Firearms Policy and Procedures or the Policy/Procedures for Armed Boardings by DFO Personnel, and,
- b) an employee of DFO, who is unarmed and working in the Conservation and Protection Division, and designated as a fishery guardian pursuant to section 5 of the *Fisheries Act*

"enforcement activity" means an activity "performed in the field" related to the enforcement of the *Fisheries Act* or other Acts for which Officers are responsible. For the purposes of this policy, routine office duties, internal meetings, school presentations, or other administrative tasks, are not considered to be "enforcement activities".

A "reasonable response time" means a time whereby assistance can be provided to the Officer so that the Officer's safety is not jeopardised. In situations where there is a possibility of a violent confrontation, the reasonable response time would be immediate (i.e. dangerous situations, where assistance could be required immediately, should preclude Officers from working alone). Whereas, in situations such as vehicle breakdowns, where the threat to officer safety would result from prolonged exposure to weather or the elements, the reasonable response time would increase.

"working alone" means an Officer performing enforcement activities unaccompanied by other Officers *or* armed peace officers. Two Officers maintaining visual contact and ensuring the distance between themselves does not preclude them *from* assisting each other, would not be considered working alone.

#### **B. APPLICATION**

These Guidelines are *for* the use *of* Officers carrying on enforcement activities, and their supervisors. These Guidelines are to be applied in concert with the Canada Occupational Safety and Health Regulations, Treasury Board Policies and Publications, and the Department *of* Fisheries and Oceans (DFO) Working Alone Policy, which can be found in the Occupational Safety and Health (OSH) Section *of* the DFO Intranet website.

#### **C. PURPOSE**

1. By the nature *of* their occupation, Officers may be exposed to certain dangers in protecting the public interest in the fisheries resource. This exposure may increase when they are working alone. The purpose *of* these guidelines is to provide guidance on how to minimise risks to which the Officers may be exposed when they are discharging their duties.
2. These Guidelines identify: (a) factors that managers and supervisors must consider when determining whether an Officer will be directed to perform an activity alone; and, (b) precautionary measures that Officers must take when working alone. Conservation and Protection senior management recognises that the contents *of* this Policy cannot replace the supervisor's and the Officer's use *of* discretion and *common* sense when making decisions relating to Officers working alone.

#### **D. PROCEDURES**

1. When an Officer perceives that there is a requirement to perform an activity alone, if there is an opportunity *for* the Officer to communicate with his supervisor, the direction *of* the supervisor must be sought. The supervisor will consider these Guidelines when making the decision whether the officer will proceed alone.

2. Supervisors must ensure that all officers are informed that in any situation where it is not possible to communicate with a supervisor prior to undertaking a particular enforcement activity, the Officer shall exercise his/her professional judgement to determine whether proceeding with the activity would be safe. Supervisors shall provide all Fishery Officers with a copy *of* these Guidelines, so that they may consider the contents when making decisions on whether to undertake an activity.
3. In arriving at the appropriate decisions, supervisors and Officers should err on the side of caution.

#### **E. RESPONSIBILITIES OF SUPERVISORS**

1. Supervisors must identify and review all situations where employees work alone by carrying out a Job Hazard Analysis. If working alone constitutes a risk, the employer must review the situation, to a minimum, on an annual basis and before a modification is implemented. (see the DFO, OSH - Task/Job Hazard Analysis- Chapter 12, and the Working Alone Policy - Chapter 17)
2. Supervisors must develop and implement appropriate plans and procedures required for each specific working alone situation in conjunction with the employees and the work place safety and health committee *or* representative. (see the DFO, OSH - Working Alone Policy - Chapter 17)
3. Supervisors must provide the appropriate level *of* certified first aid training and fire extinguisher training. (see the DFO, OSH - Working Alone Policy - Chapter 17)
4. Where, under certain working conditions, an Officer may be unable to secure assistance in case *of* injury, the Supervisor must provide a means of verifying the well-being *of* the employee at regular intervals to provide adequate protection. (see the DFO, OSH - Working Alone Policy - Chapter 17)
5. The Supervisor will ensure, for all Officers undertaking field operations in isolated areas, specialised first-aid training will be provided, which will include "Field Party Advanced First-Aid, Level 1" as offered by the S1. John Ambulance Association *or* any other organisation acceptable to Health Canada.

**Note:** Field party means a field surveyor field operations party, or a party operating in an area which is generally more than two hours travel time by usually available transportation from the nearest medical facility. However, in any unusual circumstances, a manager may apply this term to parties operating at locations less than two hours travel time. (see the DFO, OSH - Working Alone Policy - Chapter 17)

E. Factors to be Considered When Determining Whether an Officer Can Proceed to Work Alone

(note: each consideration listed in the table below is to be used as a factor in making the decision whether to work alone. No single consideration, on it's own, should be the deciding factor in making the decision. For example, it should not be decided that an Officer should work alone solely because he has extensive "experience dealing with confrontations". All other factors should be considered before the decision is made.

Source of Danger	Considerations in Assessing Situations	Situations when Officers Should Not Work Alone	Mitigating Measures/Equipment When Considering Whether an Officer can Work Alone
Potential Aggression or Violence:			
Reported Violation	<ul style="list-style-type: none"> <li>• Is there a history of violence in the fishery/area?</li> <li>• Type of Fishery (i.e. danger may increase as value of species increases).</li> <li>• Is response to take place in hours of daylight or darkness?</li> <li>• Are number of violators known? Single or multiple violators?</li> <li>• Is there a known suspect or violator and if so does he have a history of violence?</li> <li>• How remote is the area?</li> <li>• Is there a likelihood that the violator is armed?</li> <li>• What is the Officer's level of experience in dealing with confrontations? Does the officer have limited field experience?</li> <li>• What is the fitness of the officer at the time (i.e. # of hours since last rest break/sleep?</li> </ul>	<ul style="list-style-type: none"> <li>• Responding to Reported Violations:               <ul style="list-style-type: none"> <li>• where there is a history of violence in that fishery/area,</li> <li>• in lucrative fisheries where high value of catch is incentive to fish illegally,</li> <li>• during hours of darkness,</li> <li>• where there is a likelihood that there may be more than one violator,</li> <li>• If the violator is known and violent/dangerous,</li> <li>• in remote locations,</li> <li>• where there is a likelihood that the violator is armed,</li> <li>• where the officer is inexperienced in dealing with confrontations or has limited field experience,</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Reliable communications equipment with 24 hours / 7 days/week capability,</li> <li>• Reasonable response time,</li> <li>• Availability of other enforcement personnel (e.g. RCMP)</li> </ul>

Source of Danger	Considerations in Assessing Situations	Situations when Officers Should Not Work Alone	Mitigating Measures/Equipment When Considering Whether an Officer can Work Alone
General Patrols where there is a history of violence in the fishery/area.	<ul style="list-style-type: none"> <li>• Type of Fishery (lucrative?)</li> <li>• Is it a remote area?</li> <li>• Will the patrol take place in hours of daylight or darkness?</li> <li>• What is the Officer's level of experience in dealing with confrontations?</li> </ul>	<ul style="list-style-type: none"> <li>• General patrols where there is a history of violence in the fishery/area:               <ul style="list-style-type: none"> <li>• in lucrative fisheries where high value of catch is incentive to fish illegally,</li> <li>• during hours of darkness,</li> <li>• if Officer inexperienced.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Reliable communications equipment with 24 hours / 7 days / week capability</li> <li>• Reasonable response time,</li> <li>• Reliable vehicle/vessel to access remote areas.</li> </ul>
Activities where the Officer might come into contact with individuals with whom he/she has had confrontations.	<ul style="list-style-type: none"> <li>• Is there a possibility that further confrontations will occur?</li> <li>• Have the confrontations involved more than one individual?</li> <li>• Has the individual made threats against the Officer?</li> <li>• Is individual known or believed to have a firearm?</li> <li>• Will the activity take place in hours of daylight or darkness?</li> <li>• What is the Officer's level of experience in dealing with confrontational situations?</li> <li>• Is this a remote location?</li> <li>• Would the Officer be in his/her vehicle, or close to the vehicle?</li> <li>• Does the individual(s) have a record of violence toward peace officers?</li> </ul>	<ul style="list-style-type: none"> <li>• Activities in areas where the officer has had confrontations with individuals:               <ul style="list-style-type: none"> <li>• where the individual is known to have firearms,</li> <li>• where the confrontations have been with more than one individual.</li> <li>• where the individual has made threats against the Officer,</li> <li>• during hours of darkness,</li> <li>• if the officer is inexperienced dealing with confrontational situations,</li> <li>• in a remote location,</li> <li>• where there is requirement to travel on foot away from vehicle,</li> <li>• where the individual(s) has a history of violence toward peace officers.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Reliable communications equipment with 24 hours / 7 days / week capability</li> <li>• Reasonable response time,</li> </ul>

Source of Danger	Considerations in Assessing Situations	Situations when Officers Should Not Work Alone	Mitigating Measures/Equipment When Considering Whether an Officer can Work Alone
Execution of search warrants.	<ul style="list-style-type: none"> <li>• What is the reason for the search? Could the search cause a confrontation?</li> <li>• Has the party being searched agreed to the search?</li> <li>• Would postponing the search compromise the case?</li> <li>• How many individuals could be present at the search location upon execution of the warrant?</li> </ul>	<ul style="list-style-type: none"> <li>• Search warrants generally should not be executed alone. In rare circumstances, when there is certainty that the search is agreed upon, an Officer may proceed alone.</li> </ul>	<ul style="list-style-type: none"> <li>• Reliable communications equipment with 24 hours / 7 days / week capability,</li> <li>• Reasonable response time,</li> </ul>
Execution of arrest warrants.		<ul style="list-style-type: none"> <li>• Arrest warrants should not be served by officers working alone.</li> </ul>	
Patrolling areas where there is a possibility for confrontations between fishing sectors or groups of fishermen where the Officer may be between the sectors or groups.	<ul style="list-style-type: none"> <li>• Is there any information, or reason to believe that there will be violence between fishing sectors?</li> <li>• Will the patrol take place during hours of darkness?</li> <li>• Is there a likelihood that some of the fishermen could be armed?</li> <li>• Is the Officer experienced dealing with confrontations,</li> <li>• Is the Officer experienced dealing with the different sectors and does he/she understand the nature of sector conflicts?</li> <li>• Does the Officer know the individuals</li> </ul>	<ul style="list-style-type: none"> <li>• Officers should not patrol areas alone where there is a possibility for confrontations between the fishing sectors: <ul style="list-style-type: none"> <li>• if there is reason to believe that confrontations are imminent,</li> <li>• during hours of darkness,</li> <li>• if there is a likelihood that fishermen could be armed?</li> <li>• if the officer is not experienced dealing with this type of fishery, or the nature of these fishing sector conflicts.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Reliable communications equipment with 24 hours / 7 days / week capability,</li> <li>• Reasonable response time,</li> <li>• Knowledge of individuals involved.</li> <li>• Officer's reputation/ credibility in the area.</li> <li>• Officer's training in mediating techniques.</li> </ul>

Source of Danger	Considerations in Assessing Situations	Situations when Officers Should Not Work Alone	Mitigating Measures/Equipment When Considering Whether an Officer can Work Alone
	involved, any problematic issues, the allocations, the fishing site, the sectors involved?		
Factors Related to Danger from Elements (cold, wind, rough seas, deep water, darkness):			
Activity to take place when the current or forecasted weather is adverse.	<ul style="list-style-type: none"> <li>• Will the activity take place in a remote location where time needed to assist Officer would be too long to ensure Officer's safety?</li> <li>• Would the Officer be relying on vehicle/snowmobile that could break down stranding the Officer? <ul style="list-style-type: none"> <li>• What is the Officer's experience/ability dealing with maintaining the supporting machinery?</li> <li>• Is there a reliable shelter close to the activity that the Officer can use until help arrives.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Officers should not undertake activities alone during extreme cold (wind chill) conditions, in isolated areas, where there is a chance of being stranded, with no access to reliable shelter.</li> </ul>	<ul style="list-style-type: none"> <li>• Reliable communications equipment with 24 hours / 7 days / week capability,</li> <li>• Access to reliable shelter until help can arrive,</li> <li>• Proper clothing worn and gear used.</li> <li>• Officer must have experience and training with respect to survival,</li> <li>• Officer must be experienced in the operation and maintenance of required equipment.</li> <li>• Survival gear adequate enough to provide shelter, warmth, food, water, and first aid, to be carried.</li> <li>• Insure the availability of assistance (DFO or other).</li> </ul>

Source of Danger	Considerations in Assessing Situations	Situations when Officers Should Not Work Alone	Mitigating Measures/Equipment When Considering Whether an Officer can Work Alone
Activity to take place in a remote location where time needed to assist Officer is too long to ensure Officer safety.	<ul style="list-style-type: none"> <li>• What are current and forecasted weather conditions? Extreme cold/hot severe conditions?</li> <li>• If Officer is relying on vehicle/snowmobile, is he/she experienced in maintenance of these modes of transportation?</li> <li>• Will the officer be using any dangerous equipment?</li> <li>• Is Officer experienced in survival techniques?</li> <li>• Is there a reliable shelter close to the activity?</li> </ul>	<ul style="list-style-type: none"> <li>• Officer should not undertake activities working alone in a remote location:               <ul style="list-style-type: none"> <li>• If the present or forecasted weather conditions are severe,</li> <li>• if Officer is not experienced repairing his/her vehicle/snowmobile/ATV etc.,</li> <li>• if the activity requires the use of dangerous equipment,</li> <li>• if officer is inexperienced in survival techniques.</li> </ul> </li> <li>• If there is no reliable shelter close to the activity.</li> </ul>	<ul style="list-style-type: none"> <li>• Reliable communications equipment with 24 hours / 7 days / week capability,</li> <li>• Proper clothing worn and gear used.</li> <li>• Officer experienced in maintenance in required equipment and trained in survival techniques.</li> <li>• Survival gear adequate enough to provide shelter, warmth, food, water, and first aid, to be carried.</li> </ul>
Activity to take place in motorised vessel.		<ul style="list-style-type: none"> <li>• Officers should always operate any vessel accompanied by another person capable of operating the vessel. (In situations where there is a requirement to transport Officers as part of a stakeout or surveillance operation, an Officer may operate a vessel alone.)</li> </ul>	<ul style="list-style-type: none"> <li>• Proper clothing worn and gear used,</li> <li>• Reliable communications equipment with 24 hours / 7 days / week capability,</li> <li>• the weather and marine conditions are favourable.</li> </ul>
Activity to take place at sea when seas are dangerously rough.		<ul style="list-style-type: none"> <li>• Officer should not proceed with activities at sea when conditions are dangerous (high winds, rough seas).</li> </ul>	

Source of Danger	Considerations in Assessing Situations	Situations when Officers Should Not Work Alone	Mitigating Measures/Equipment When Considering Whether an Officer can Work Alone
Activity requiring the Officer to travel over frozen lakes and rivers.	<ul style="list-style-type: none"> <li>• Is there absolute certainty that the ice can support the Officer and the vehicle/snowmobile/ ATV?</li> <li>• Will the route taken by the officer be on a marked trail and if so is the trail open or closed?</li> <li>• Is the officer experienced working in the area of the activity?</li> <li>• Has the weather recently changed increasing the possibility that the ice thickness has decreased?</li> <li>• Does the officer have experience/ knowledge with respect to maintaining the snowmobile/ATV/etc?</li> </ul>	<ul style="list-style-type: none"> <li>• Officer should not proceed over frozen lakes and rivers:               <ul style="list-style-type: none"> <li>• unless there is absolute certainty that the ice can support the officer and equipment,</li> <li>• if he/she is not going to be travelling on an open marked trail,</li> <li>• if the Officer is inexperienced working in the area,</li> <li>• if the recent weather may have caused the ice to be unsafe.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Reliable communications equipment with 24 hours / 7 days/week capability,</li> <li>• Reasonable response time,</li> <li>• Life Jacket/PFD available while crossing lakes and rivers.</li> <li>• Winter survival Suit (floaters) in cold weather.</li> <li>• Officer must have experience working in the north, and working over frozen lakes and rivers.</li> </ul>

Source of Danger	Considerations in Assessing Situations	Situations when Officers Should Not Work Alone	Mitigating Measures/Equipment When Considering Whether an Officer can Work Alone
Boarding at Sea	<p>Will the boarding be conducted in hours of daylight or hours of darkness?            Could the Officer remaining on the patrol vessel lose visual contact with the boarding Officer(s)?            How rough are the seas? (very rough seas could preclude any boarding.)</p>	<p>Boardings at sea shall not be conducted with fewer than two Officers, however they may be conducted in accordance with the following:</p> <ul style="list-style-type: none"> <li>• In hours of daylight if the Officer in the patrol vessel will not lose visual contact with the boarding Officer:               <ul style="list-style-type: none"> <li>• One Officer who remains in the patrol vessel, and one Officer to board the fishing vessel.</li> </ul> </li> <li>• In hours of daylight if the Officer in the patrol vessel will or could lose visual contact with the boarding Officer:               <ul style="list-style-type: none"> <li>• One Officer who remains in the patrol vessel, and two Officers to board the fishing vessel.</li> </ul> </li> <li>• In hours of darkness:               <ul style="list-style-type: none"> <li>• One Officer who remains in the patrol vessel, and two Officers to board the fishing vessel. (Note: routine boardings are not to be planned for hours of darkness.)</li> </ul> </li> </ul>	<p>Regardless of the number of Officers conducting the boarding, the following measures should be taken:</p> <ul style="list-style-type: none"> <li>• Reliable communications equipment with 24 hours / 7 days / week capability,</li> <li>• Officers must be experienced in boarding at sea.</li> </ul>





**Fishery Guardian Weekly Activity Report**

Return this form to your Supervisor

Guardian:	Guardian number:
Supervisor:	Detachment:
Week Ending: YEAR / MONTH / DAY	



MON													
Day / Month	Activity	Work Element	River Code	Platform	Regular hours	OT hours	Vessel checks	Vehicle checks	Person checks	Gear checks	Site checks	Violations	Other Guardians/ FDs
START & END TIMES OF SHIFT(S)													
TUES													
Day / Month	Activity	Work Element	River Code	Platform	Regular hours	OT hours	Vessel checks	Vehicle checks	Person checks	Gear checks	Site checks	Violations	Other Guardians/ FDs
START & END TIMES OF SHIFT(S)													
WED													
Day / Month	Activity	Work Element	River Code	Platform	Regular hours	OT hours	Vessel checks	Vehicle checks	Person checks	Gear checks	Site checks	Violations	Other Guardians/ FDs
START & END TIMES OF SHIFT(S)													
THUR													
Day / Month	Activity	Work Element	River Code	Platform	Regular hours	OT hours	Vessel checks	Vehicle checks	Person checks	Gear checks	Site checks	Violations	Other Guardians/ FDs
START & END TIMES OF SHIFT(S)													
FRI													
Day / Month	Activity	Work Element	River Code	Platform	Regular hours	OT hours	Vessel checks	Vehicle checks	Person checks	Gear checks	Site checks	Violations	Other Guardians/ FDs
START & END TIMES OF SHIFT(S)													
SAT													
Day / Month	Activity	Work Element	River Code	Platform	Regular hours	OT hours	Vessel checks	Vehicle checks	Person checks	Gear checks	Site checks	Violations	Other Guardians/ FDs
START & END TIMES OF SHIFT(S)													
SUN													
Day / Month	Activity	Work Element	River Code	Platform	Regular hours	OT hours	Vessel checks	Vehicle checks	Person checks	Gear checks	Site checks	Violations	Other Guardians/ FDs
START & END TIMES OF SHIFT(S)													

Comments:

Reviewed & approved by: Fishery Guardian Supervisor (signature)

Reviewed by: DFO C&P Supervisor (signature)