

## SPRING SHRIMP SCHEDULE 2006

### SCHEDULE "A" OF THE COLLECTIVE AGREEMENT BETWEEN ASSOCIATION OF SEAFOOD PRODUCERS (ASP) AND FISH, FOOD AND ALLIED WORKERS UNION (FFAW/CAW)

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The prices and related terms and conditions for shrimp for 2006 are as follows. This Schedule applies to shrimp harvested by inshore vessels <100 feet fishing inshore allocation in SFA's 5 and 6, and in NAFO Areas 4R and 3L.

The parties agree that this Schedule and the Master Collective Agreement between the Association of Seafood Producers (ASP) of Newfoundland and Labrador and Fish, Food and Allied Workers Union (FFAW/CAW) dated May 4, 2006 together constitute a Shrimp Collective Agreement between the parties for the purposes of the Fishing Industry Collective Bargaining Act.

1. Prices will be paid on the basis of size frequency by weight, as per the attached price list which is included in and forms part of this Agreement.
2. The parties hereto agree to maintain a computerized grading system. The cost of the computer hardware and software for the grading system shall be cost shared equally by the FFAW/CAW and the Shrimp Processors.
3. Reject Shrimp – Shrimp graded at 2.0 grams and under will be excluded from the determination of price.
4. Sampling protocol – Weight by size frequency will be based on the results of random sampling as per the attached table. Each sample will be approximately 500 gm, using a standardized measuring tool.
  - a. The parties hereto agree that the sampling process at the buying site shall be performed during the discharging of the vessel similar to the past practice which has been utilized by the parties and samples shall be collected and forwarded with the entire shrimp catch to the plant that would be designated to process the raw material.
  - b. Upon receipt of the raw material at the processing plant, independent graders shall be employed to determine the distribution of the catch size and report the statistics on the landing to the harvester and processor. The Union shall be entitled to receive at the end of each of the Spring, Summer and Fall fisheries a report showing the total weight landed and distribution by size for each shrimp fishing area.

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5. Trip Limits (includes all landings for a trip, including reject and personal use shrimp) for the period April 1, 2006 to June 25, 2006 shall be:

Cubic Capacity of Vessel	Trip Limit (lbs) Effective April 1 <sup>st</sup> to May 22 <sup>nd</sup>	Trip Limit (lbs) Effective May 23 <sup>rd</sup> to June 24 <sup>th</sup>
< 1250	36,000	36,000
1251-1350	40,000	40,000
1351-1474	42,000	42,000
1475-1599	46,000	46,000
1600-1699	50,000	50,000
1700-1800	53,000	53,000
1801-1950	57,000	57,000
1951-2100	60,000	60,000
2101-2500	65,000	65,000, all vessels 2100+
2501-3000	70,000	
3000+	75,000	

Trip Limits for the balance of the season will be negotiated in conjunction with prices for the respective summer and fall seasons.

The applicable trip limit for each trip will be determined by the date of landing.

A harvester who exceeds the trip limit for any trip will not be paid for any amount beyond the trip limit in effect at the time of landing. Processors engaged in purchasing shrimp beyond the trip limits outlined above and where trip limits are exceeded will pay the harvester for the amount of the trip limit and will make a separate payment for any additional amount purchased into the Shrimp Development Fund. However, for purposes of calculating the additional amount to be paid into the Shrimp Development Fund, the parties shall deduct the amount of reject shrimp from the catch.

This additional payment will be made to the Shrimp Development Fund bank account established and jointly administered by the parties for that purpose. The additional payment will be made at the same time that the harvester is paid. Funds will be spent for such purposes as determined by the FFAW/CAW Shrimp Harvesters' Negotiating Committee.

Vessels that utilize insulated boxes shall have no prescribed trip limits.

6. Vessel hold measurements shall be categorized based on increments and carrying capacity of shrimp assigned based on a common storage factor for shrimp in bags at 25 pound average weight per bag with appropriate seasonal ice ratios. A list showing the carrying capacity and respective trip limits for each vessel will be updated periodically and provided to the parties.
- a. Vessels that utilize insulated boxes shall have no prescribed trip limits and shall have a post-mortem age limitation of 96 hours (determined from the time of bringing on board the first tow to bringing on board the last tow).
  - b. The quantity landed on any trip utilizing bags as the primary storage method would be limited by the applicable trip limit of the vessel and by the post-mortem age limitation of 72 hours (determined from the time of bringing on board the first tow to bringing on board the last tow).

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- c. The parties agree to use their best efforts to notify each harvesting enterprise owner of the seasonal trip limit applicable to their particular vessel(s).
  - d. In order to facilitate the administration of trip limits and harvesting caps, the parties agree that it will be a condition of sale that each harvesting enterprise owner sign a consent form authorizing the DMP Contractor to release information concerning that enterprise's landings to the Union's Corner Brook office. A joint letter from the parties will be sent to harvesting enterprises advising them of this condition of sale. Under the terms of this consent form, the information so released will be used for the sole purpose of administration and enforcement of trip limits and harvesting caps, and will not be made available to any third party without the consent of the enterprise owner. Processors will not buy shrimp from any harvesting enterprise until the DMP Contractor or the Union provide written confirmation of receipt of the consent form from that enterprise's owner.
  - e. In the event a processor buys shrimp *from* a harvesting enterprise which has not provided a signed consent form as outlined above, the processor shall be liable to pay half the total value of the shipment into the Shrimp Development Fund and the remaining amount to be paid to the harvesting enterprise as per this Schedule and the report of the grading contractor, which shall be made available promptly to the parties in the event of a dispute under this Article.
  - f. The Union agrees to notify processors immediately of the names of vessels and enterprise owners from whom consent forms have been received. In the event of a change of ownership of a fishing enterprise, a new consent form will be required from the new owner before any sales of shrimp take place.
7. The parties hereto agree that boxing is voluntary.
  8. The parties agree that each processor can schedule vessels landing to that processor to avoid an oversupply of shrimp at the processor's plant, provided that in periods when vessels are delayed, in sailing because of an oversupply, the processor will schedule vessels in an equitable manner to ensure that all active fishing enterprises selling to that processor have the opportunity to land equivalent quantities. Processors agree to meet with the Union upon request to resolve any disputes or problems that may arise with respect to scheduling of vessels.
  9. If a fishing enterprise owner is not aligned with a particular processor, or if a processor ceases purchasing shrimp thereby leaving his regular suppliers of raw material without a market, then upon the request of the Union to the Association of Seafood Producers, the Processors undertake to use their best efforts to accommodate such fishing enterprises into their sailing schedules.
  10. Arrears in paying these additional payments into the fund will be penalized by interest charges at the rate of 2% per month effective 30 days after the date on which each payment is due and compounded monthly.
  11. The parties agree that discharge, handling and trucking of shrimp will be in accordance with the Collective Agreement and the Shrimp Handling Protocol implemented by the parties.

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12. Shrimp harvesting caps for 2006 shall be as listed below, subject to periodic review by the respective fleet committees. FFAW/CAW will immediately advise Shrimp Processors of any changes in the harvesting caps implemented by any fleet committee.

AREA 6

2J	575,000 lbs to be reviewed June 1st
3Ks	420,000 lbs to be reviewed June 1st
3Kn	650,000 lbs to be reviewed June 1st
4R	500,000 lbs to be reviewed September 1st
3L	200,000 lbs to be reviewed September 1st

AREA 7

**To be determined subject to DFO decisions on allocation.**

Notwithstanding the above, the parties agree to review harvesting caps on a monthly basis.

A harvester who exceeds the harvesting cap for 2006, plus a 10,000 pound tolerance, shall not be paid for any amount beyond the harvesting cap and tolerance in effect at the time of landing. Processors engaged in purchasing shrimp beyond the harvesting caps plus tolerance outlined above will pay the harvester for the amount up to the harvesting cap plus tolerance and will make a separate payment for any additional amount purchased to the Shrimp Development Fund bank account.

This additional payment will be made to the Shrimp Development Fund bank account, to be established and administered as per in clause 4 above. The additional payment will be made at the same time that the harvester is paid. Funds will be spent for such purposes as determined by the FFAW/CAW Shrimp Harvesters' Negotiating Committee, including where agreed a contribution to the Canadian Northern Shrimp Marketing Program.

13. The parties hereto agree that the spring price list as set out in the attached price list shall be in effect from April 1, 2006 to June 24, 2006. The parties will meet prior to June 24, 2006 to commence negotiations for the price list for the summer period. All terms and conditions of this Schedule except price are in effect from April 1, 2006 until March 31, 2007.
14. Shrimp must not be greater than 3°C at the time of discharge. Temperatures must be taken in the hold of the boat. Two temperature samples will be taken from each 12 hour lot. If the size of the hold permits, these temperature samples will be taken immediately upon landing. If not, the samples will be taken as soon as access to all 12 hour lots is available. If three or more samples have temperatures greater than 3°C, the entire load is subject to production.
15. Total duration of fishing per trip is limited to 72 hours for shrimp in bags or tote pans and 96 hours for shrimp in insulated boxes (from bringing on board the first tow to bringing on board the last tow) as set out in Articles 4:05 and 4:06 of the Collective Agreement. The harvester is obligated to notify the Processor as soon as it is known

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that the 72 or 96 hour limitation may be exceeded, due to breakdowns, adverse weather, etc. Trips where harvesting exceeds 72 or 96 hours respectively will be subject to production.

16. Once yellow liver (blackberry) is identified by either harvesters, processors or the grading company, DFA and SCC will immediately be notified. When DFA confirms presence of blackberry, a five day warning period begins. Notification will be provided through public announcements and the parties will make best efforts to notify harvesters in writing prior to sailing, if possible. Upon becoming aware of a blackberry warning, shrimp processors agree to make a reasonable effort to immediately advise shrimp harvesters with whom they normally deal of the existence of the blackberry warning. For all landings occurring during the five day warning period, the catch is subject to production. Following expiration of the five day warning period, all landings with the presence of blackberry are subject to reject. While processors will use best efforts to segregate and save good shrimp, processors can only salvage and process uncontaminated shrimp from these loads subject to the expressed approval and supervision of DFA.
17. Upon the request of either party, a joint committee will be struck by the parties to deal with complaints regarding grading. At the request of either party, the parties agree to invite the grading contractor to attend a meeting of the joint committee for the purpose of resolving outstanding complaints.
18. The maximum amount of shrimp to be stored in bags is 25 lbs., plus a tolerance of 10%. The maximum to be stored in tote boxes is 55 lbs plus a tolerance of 10%. In the case of a vessel with a refrigerated hold, a processor and harvesters selling to that processor may agree on a higher tote pan limit provided quality specifications are met. In any event, the maximum weight in tote pans will not exceed 70 lbs. For the first violation of these limits, the captain of the fishing enterprise will receive a written warning as per the grading company inspection report.

For any subsequent trips in excess of the limits, for bagged shrimp if the average per bag is between 27 ½ and 30 lbs., a 2¢ per pound penalty will apply to the excess quantity. If the average weight is greater than 30 lbs. per bag, a 2¢ per pound penalty applies on the entire shipment.

For any subsequent trips in excess of the limits involving boxed shrimp, if the average weight is between 60 ½ and 66 lbs., a 2¢ per pound penalty applies to the excess quantity. If the average weight is greater than 66 lbs., a 2¢ per pound penalty applies on the entire shipment. In the case of agreement between the processor and captain of a vessel with a refrigerated hold for a higher tote pan weight limit, the penalty provision will be adjusted accordingly.

Any deduction in accordance with this procedure will be forwarded by the processor involved to the Shrimp Development Fund bank account at the same time the harvester is paid for the trip, as per paragraphs 4 and 5 of this Schedule.

19. The parties agreed that the shrimp shall be landed at the designated shrimp landing ports as per the Collective Agreement.

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20. The parties agree that the shrimp shall be landed at the designated shrimp landing ports as designated here:

**Eastern Region**

Plant Sites

Bay de Verde  
Old Perlican  
Port Union  
St. Joseph's  
Carbonear

Other Sites

Catalina  
Cupids  
St. John's  
Port de Grave/Ship Cove  
Witless Bay

**North East Coast**

Plant Sites

Jackson's Arm  
Seldom  
Twillingate

Other Sites

Carmanville  
La Scie  
Valleyfield  
Herring Neck

**Northern Peninsula**

Plant Sites

Anchor Point  
Black Duck Cove  
Port Au Choix  
St. Anthony

Other Sites

Cooks Harbour  
Englee  
Port Saunders  
St. Lunaire  
Goose Cove

**Labrador**

Plant Sites

Charlottetown

21. The Parties hereto agree that some of the landing sites referred to in this clause 20 have more than one unloading station. Further, the parties hereto agree that the landed at plant premiums set out in the Shrimp Price List attached hereto and forming part of this Collective Agreement shall be paid at the following locations:

- Daley Brothers landing site at Ship Cove for processing at plant in St. Joseph's
- Landing at plant wharf at Bay De Verde for processing at plant in Bay De Verde
- Landing at plant wharf at Cupids for processing at plants in Old Perlican
- Landing at plant wharf at Old Perlican for processing at plant in Old Perlican
- Landing at plant wharf at Port Union for processing at plant in Port Union
- Landing at Barry Group landing site at Catalina for processing at plant in Clarenville
- Landing at plant wharf in Seldom for processing at plant in Seldom
- Landing at plant wharf at Twillingate for processing at plant in Twillingate
- Landing at buying site of Northern Shrimp Limited at La Scie for processing at plant in Jackson's Arm
- Landing at plant wharf at St. Anthony for processing at plant in St. Anthony
- Landing at plant wharf at Port Au Choix for processing at plant in Port Au Choix
- Landing at plant wharf at Anchor Point for processing at plant in Anchor Point

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- Landing at plant wharf at Black Duck Cove for processing at plant in Black Duck Cove
22. Harvesters shall be required to land their catch at one of the approved landing sites as set out in clause 20, except in the case of medical emergency or severe mechanical breakdown.
  23. With respect to the 4R fishery, the parties hereto agree that the following shall apply:
    - a. Premiums for shrimp landed to plants to be paid in accordance with the Collective Agreement, with the exception that Port Saunders shall be considered a premium port for Black Duck Cove, Anchor Point and St. Anthony on the condition that half of the trips, approximating half of the landed weight, is landed to the plant;
    - b. Premium of 4 cents per pound on the prices set out in the Collective Agreement to be paid for shrimp from 4R; and
    - c. Trip limits for 4R (including tolerances) will be 40,000 lbs except for landings to plants at Black Duck Cove, Anchor Point and St Anthony which will be 50,000 lbs.
  24. The terms and conditions of this Schedule may be amended by mutual consent.

DATED at St. John's, Newfoundland and Labrador this 4 day of May 2006.

**Signed on behalf of the**  
Fish, Food and Allied Workers  
FFAW/CAW:

May 4, 2006  
Date

Earle McCurdy  
Earle McCurdy  
Fishermen, Food and Allied Workers Union/CAW

**Signed on behalf of the**  
Association of Seafood Producers:

May 4, 2006  
Date

E. Derek Butler  
E. Derek Butler  
Association of Seafood Producers

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*EW*