

SHRIMP SCHEDULE 2011

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

The prices and related terms and conditions for shrimp for 2011 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 March 18, 2011 (or any replacement Master Collective Agreement thereto) 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 - Broken shrimp and shrimp graded at 2.0 grams and under will be excluded from the determination of the price.

Notwithstanding anything contained in grading manuals which are not explicitly incorporated into this Agreement, broken shrimp shall be defined as any shrimp that has fewer than four segments, with or without tail fins attached, or a whole shrimp with a break in the flesh, anywhere in abdominal segments 1 to 4, greater than one third of the thickness of the shrimp at the place where the break occurs.

Leftover shrimp pieces, such as telsons, heads, tentacles and antennae, shall be excluded from the sample, and shall not be considered broken.

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, 2011 until the end of the season shall be:

Cubic #	April 1 - May 30	Sept. 28 - end of season
< 1250	36000	36000
1251 - 1350	40000	40000
1351 - 1474	42000	42000
1475 - 1599	46000	46000
1600 - 1699	50000	50000
1700 - 1800	53000	53000
1801 - 1950	57000	57000
1951 - 2100	60000	60000
2101 - 2250	65000	65000
2251 - 2400	65000	65000
2401 - 2550	70000	70000
2551 - 2700	75000	70000
2701 - 2850	78000	75000
2851 - 3000	80000	75000
3001 - 3300	85000	80000
>3301	88000	80000

Cubic #	May 31- June 20	June 21 - Sept. 27
< 1250	36000	33000
1251 - 1350	40000	37000
1351 - 1474	42000	40000
1475 - 1599	46000	44000
1600 - 1699	50000	46000
1700 - 1800	53000	49000
1801 - 1950	57000	52000
1951 - 2100	60000	54000
2101 - 2500	65000	60000
2501 - 3000	65000	60000
>3000	65000	60000

The above trip limits apply only to Northern Shrimp; trip limits for Area 8 are outlined in Paragraph 23.

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Northern Shrimp - 10,000 lb overall trip limit tolerance per vessel for the 2009 season up to and including the second last trip. Last trip will have 10,000 lb. tolerance. (i.e., over-runs up to the tolerance for each enterprise will not be subject to payment into the Shrimp Development Fund.)

Gulf Shrimp (4R) - 6,000 pound overall trip limit tolerance per vessel for landings of 4R shrimp, up to and including the second last trip. Last trip will have 6,000 lb. tolerance. The Gulf shrimp tolerance applies to 4R shrimp landings only. The Northern shrimp tolerance applies to Northern shrimp landings only.

In the case of combined or buddied up enterprises, the tolerance on the last trip will be as per above (10,000 lbs for Northern Shrimp, 6,000 lbs. for Gulf Shrimp.) The overall trip limit tolerance will be doubled for combined or buddied-up enterprises with double caps, and pro-rated for those with more than one cap but less than two. For example, if an enterprise owner has 1.5 times the normal cap because of combining, his overall trip limit tolerance will be 15,000 lbs for Northern Shrimp, 9,000 lbs. for Gulf Shrimp.

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 plus tolerances 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. 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.

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.)
 - 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. Under the terms of this consent form, the information

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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 a penalty of \$15,000 per trip into the Shrimp Development Fund.
- f. Consent forms as per (d) above which were signed in 2006 shall continue to apply unless revoked. The Union agrees to notify ASP before the start of the season of the names of vessels and enterprise owners from whom consent forms have not been received, and immediately in the event any consent forms are revoked. 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.
 - a. 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. The processors may make adjustments to the landing schedule to give fishing enterprise owners with double caps a reasonable opportunity to land their shrimp. Processors agree to meet with the Union upon request to resolve any disputes or problems that may arise with respect to scheduling of vessels.
 - b. The parties agree with respect to (a) above, that in the event of loss of vessel by a fishing enterprise, as confirmed by the respective fleet committee and communicated in writing to ASP, if the enterprise which lost the vessel contracts with an already active fishing enterprise to fish its shrimp licence and if this arrangement is approved by the Department of Fisheries and Oceans, then the enterprise whose vessel was lost will continue to be deemed to be an active fishing enterprise and entitled to landings equivalent to those of other active enterprises. In these circumstances, the contracted vessel will be entitled during glut periods to land its own share plus that of the enterprise whose vessel was lost. This privilege will lapse no later than two years after the date on which the vessel was lost.
- 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 making payments into the Shrimp Development Fund as per the terms and conditions of this Schedule 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. The respective fleet committees shall determine shrimp harvesting caps as soon as possible once quotas have been announced by the Department of Fisheries and Oceans. These caps shall be subject to periodic review by the respective fleet committees. FFAW/CAW agrees to consult with ASP, upon request, to discuss the caps once they are determined, and prior to the reviews of harvesting caps by the fleet committees referred to above, for the purpose of seeking ASP's views on the matter, and agrees to inform ASP of any revisions to the caps by the respective fleet committees. FFAW/CAW agrees to meet with ASP upon request in order to explain and clarify any such revisions by the respective fleet committees.

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

A harvester who exceeds the harvesting caps for 2011, plus a 10,000 pound tolerance for each area, 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.

The cap tolerances will be doubled for combined or buddied-up enterprises with double caps, and pro-rated for those with more than one cap but less than two. For example, if an enterprise owner has 1.5 times the normal cap because of combining, his overall cap tolerance will be 15,000 lbs.

This additional payment will be made to the Shrimp Development Fund bank account, to be established and administered as per paragraphs 5 and 10 of this Schedule. 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, 2011 to June 25, 2011. The parties will meet prior to June 25, 2011 to commence negotiations for the price list for the summer period and prior to the expiration of the summer price list to commence negotiations for the fall period. In the event there is no agreement on price for the summer or fall period, the parties agree to refer the matter to the Standing Fish Price-Setting Panel for binding resolution in accordance with the provisions of the Fishing Industry Collective Bargaining Act. All terms and conditions of this Schedule except price are in effect from April 1, 2011 until March 31, 2012.
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 segregated portion(s) of the load from which the samples were taken will be 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 this Schedule. The harvester is obligated to notify the Processor as soon as it is known 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.

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16. a. Once yellow liver (blackberry) is identified by either harvesters, processors or the grading company, DFA will immediately be notified. When DFA confirms presence of blackberry in a particular fishing area, a five day warning begins. The area will be as determined by DFA. Notification will be provided through public announcements which will include a description of the affected area, and the parties will make best efforts to notify harvesters in writing prior to sailing. 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 problem and the area affected. For all landings from the affected area occurring during the five day warning period, the catch is subject to production. Following expiration of the five day period, all landings from the affected area 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.
- b. The provisions (a) above will lapse when DFA determines that the blackberry problem is no longer present, and so advise the parties.
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 amount of shrimp 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 during the current fishing year, the Processor has the right to issue a written warning to the Captain of the fishing enterprise.

In the event of a violation of the above bag weight limits, if there is a dispute as to the number of bags used for the trip in question, the parties agree to use their best efforts to resolve the bag count at the point of discharge to ensure the calculation of average bag weights is based on an accurate bag count.

For any subsequent trips in excess of the limits, for bagged shrimp if the average per bag is between 27½ 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 60½ 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 5 and 10 of this Schedule.

19. In the event a processor's sampler identifies a problem of excessive amounts of large foreign material in a shipment, the processor has the right to issue a warning to the captain of the vessel.

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On the next trip by that vessel, the company sampler has the right to measure foreign material in all sampled bags and establish a reject percentage based on the ratio of foreign material in the samples to the total weight of the samples.

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

Carmenville
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:

- NuSea 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

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- 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
- 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 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 9th day of May 2011.

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

March 19, 2011
Date

Earle McCurdy
Earle McCurdy
Fish, Food and Allied Workers
FFAW/CAW

Signed on behalf of the
Association of Seafood Producers
ASP:

May 9th 2011
Date

Derek Butler
E. Derek Butler
Association of Seafood Producers
ASP