

## Cod Fishery 2014

The Standing Fish Price-Setting Panel, hereinafter referred to as "the Panel", issued its Schedule of Hearings for 2014 on February 11<sup>th</sup>, 2014. Under Section 19 of the *Fishing Industry Collective Bargaining Act*, hereinafter referred to as "the Act", the Panel set Tuesday, May 20<sup>th</sup>, 2014, as the date by which collective agreements binding on all processors in the province that process Cod, must be in effect. In the absence of such collective agreement, the Panel set Wednesday, May 21<sup>st</sup>, 2014, as the date on which the Panel would conduct a hearing regarding prices and conditions of sale for the species Cod.

It was noted by the Panel, at that time, that it had been advised by the Department of Fisheries and Aquaculture that no processors' organization had been identified that represents processors in the province that process the majority of the species Cod. As a result, should a hearing be required for Cod, the provisions of Section 19.9 of the Act were to apply. Presentations would be accepted by the Panel from any processor, processors' organization and the Fish, Food and Allied Workers, at the hearing.

The Panel further advised that parties intending to make a presentation to the Panel on Cod were to provide the Panel with written submissions not later than 24 hours before the scheduled hearing time and date. The Panel also advised that it would decide on all matters in dispute between the parties relating to price and conditions of sale for the species Cod, and the decision of the Panel is final and binding on the parties and all other processors that process the species Cod, and constitutes a collective agreement or part of a collective agreement between them.

The parties and the Panel had to benefit of a Cod Market Report prepared by Seafood.com for the Minister of Fisheries and Aquaculture, Government of Newfoundland and Labrador.

On Tuesday, May 20<sup>th</sup>, 2014, the Panel was advised by the Panel facilitator that a Collective Agreement had been reached between the FFAW and Icewater Seafoods Inc. This Agreement covers the species Cod for the 2014/2015 fishing season. A formal copy of the Collective Agreement was filed with the Panel through the Panel facilitator on May 20<sup>th</sup>, 2014 at 1:00 p.m.

Since no other party had advised the Panel of its intention to appear at a hearing or made a submission to the Panel within the 24 hour time limit, set out in the 2014 Schedule of Hearings, the Panel decided to dispense with the formality of a hearing.

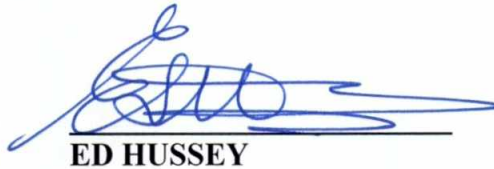
It is the decision of the Panel that the prices and condition of sale for the species Cod for the 2014/2015 collective agreement(s) will be as set out in the attached 2014/2015 Cod Schedule dated the 20<sup>th</sup> of May, 2014, between the FFAW and Icewater Seafoods Inc.

Under the Act, this agreement is binding on all processors that purchase Cod in the areas noted and during the periods stated therein, and will form a collective agreement, or part of a collective agreement with the FFAW.

Dated the 21<sup>st</sup> day of May, 2014.



**JOE O'NEILL**



**ED HUSSEY**



**MAX SHORT**



## 2014/15 Atlantic Cod Schedule

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The prices and related terms and conditions for Atlantic cod for 2014/2015 are set out in this Schedule. The parties agree that this Schedule and the applicable Master Collective Agreement together constitute a Collective Agreement between the parties for the purposes of the *Fishing Industry Collective Bargaining Act*.

- (1) Subject to Clause 12, cod will be sold under a Quality Grading Program in which cod is graded as premium, B, C or reject. Fish harvesters will be paid according to the prices contained in this agreement. The sampling and quality grading specifications are attached to this schedule (in the Appendix) and form a part of this agreement.
- (2) Sampling and grading will be conducted by qualified personnel employed by the processor purchasing the fish. Sampling and grading will be done at the plant.
- (3) All samples will be selected randomly immediately after the truck has offloaded at the plant in accordance with the Sample Collection Protocol attached in the Appendix.
- (4) Cod samples will be hand filleted by experienced hand cutters prior to grading.
- (5) The harvester will be paid based on the grade obtained (from the samples) in the plant.
- (6) The grade of each shipment will be based on the grading of the sample, provided that all fish processed will be paid at least "C" grade. Only fish actually dumped will be subject to weigh back. In the event that fish is to be dumped, the company will advise the harvester before the fish is dumped.
- (7) Each processor will pay \$0.01 per pound of fish purchased, either directly or through sub-agents, to pay for union graders to independently check the sampling and grading process to ensure that the protocols, attached to this schedule, are being adhered. This payment will be forwarded to the FFAW/UNIFOR on a weekly basis.
- (8) Grading of samples will be done as early as possible. Grading for a shipment must take place before processing of that shipment. Fish landed and delivered to a processing plant before noon will be graded no later than midnight the same day.
- (9) The parties agree to use best efforts to match the supply of fish to the processing capacity of the plant(s), so as to avoid gluts. In the case of the 2J3KL cod stewardship fishery, this may require implementation of daily catch limits or schedule of vessels at certain times.

Notwithstanding the provisions of paragraph 8 above, the parties agree that upon written notification by the processor to the Union that the supply of fish is likely to outstrip the grading capacity of the plant, the deadline for grading the cod provided for in paragraph 8 will be extended by 12 hours. This provision will apply only in the case of

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the 2J3KL cod steward fishery. The extended grading deadline will be in effect for a 72 hour period.

- (10) Where a processor buys through an agent or sub-agent, the processor will pay its agent or sub-agent based on the grade obtained at the processor's plant, subject to the following penalty provisions if the fish is not delivered to the processor's plant within 24 hours from time of landing.



If the fish is not delivered to the processor's plant for grading within the 24 hour period and the fish is graded less than 75% premium, the payment to the harvester will be calculated at the appropriate grade plus \$0.05 per pound.

- (11) Specifications for the Quality Grading Program shall be as described in the Cod Quality Grading Specifications attached to and forming part of this schedule (In the Appendix). The parties agree that fish sold under this program shall be free of gut and liver.
- (12) When the directed cod fishery is open, all cod bycatch from other directed fisheries will be subject to mandatory quality grading. Any cod bycatch that occurs when the directed cod fishery is closed in the area in question will not be subject to mandatory quality grading.
- (13) The Fish Harvesters' Resource Centre (FRC) will be the exclusive dockside monitoring company for the cod fishery.
- (14) Minimum prices for cod 18" and over in 3Ps, 2J3KL and 4R3Pn will be as follows. (For the purpose of this agreement, length of fish is measured from the tip of the nose to the crux (meat) of the tail).

Premium – \$.80/lb

Grade B – \$.40/lb

Grade C – \$.20/lb

- (15) Prices are for fish including tongues and/or cheeks. Fish with tongues and/or cheeks removed will be deducted \$0.05/lb. This provision does not entitle the buyer to require harvesters to remove tongues and/or cheeks as a condition of sale.
- (16) The parties recognize that the Company's cod markets have stringent quality specifications. The Company reserves the right to cease buying at times when intrinsic quality characteristics of the fish in particular areas fail to meet these specifications.
- (17) The terms and conditions of this agreement may be amended by mutual consent.
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Witness \_\_\_\_\_

\_\_\_\_\_ **Earle McCurdy**  
Fish, Food and Allied Workers (FFAW/UNIFOR)

DATED at St. John's, Newfoundland and Labrador this 20<sup>th</sup> day of May, 2014.

  
Witness

  
Alberto Wareham  
Icewater Seafoods

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## APPENDIX

## Cod Quality Grading Sample Collection Protocol

The following work instructions are to be followed by all representatives of cod processors in extracting samples for quality grading purposes.

1. **Sample Station** – Using the estimated weight, select the number of fish to be sampled as per the sampling plan (below). All samples must be selected randomly immediately when the truck has offloaded so that a proper representation of the catch may be obtained. To ensure random selection, samples will be taken by dipping down into the container of fish, so that the sample being extracted is not visible to the person taking the sample.

SAMPLING PLAN – FILLETS			
Landed Pounds	Samples	Landed Pounds	Samples
<1000	10	7201 - 7600	34
1001 - 2000	13	7601 - 8000	35
2001 - 2400	21	8001 - 8400	36
2401 - 2800	22	8401 - 8800	37
2801 - 3200	23	8801 - 9200	38
3201 - 3600	24	9201 - 9600	39
3601 - 4000	25	9601 - 10,000	40
4001 - 4400	26	10,001 - 14,000	45
4401 - 4800	27	14,001 - 18,000	50
4801 - 5200	28	18,001 - 22,000	55
5201 - 5600	29	22,001 - 26,000	60
5601 - 6000	30	26,001 - 30,000	65
6001 - 6400	31	30,001 - 34,000	70
6401 - 6800	32	>34,001	75
6801 - 7200	33		

2. **Sampling Separation** – All cod selected for sampling must be separated, identified and handled in such a manner as to ensure the quality of the sample, as it was landed at the wharf, is maintained.
3. **Sample Box Identification** – All sample boxes to be graded must be identified by taping an X, with surveyor's tape, on the box so the box can be easily identified at the plant.
4. **Sample Identification** – Samples must be clearly identified by individual catch lot such that the following information is readily available on a tag (using a black indelible ink marker):
  - Fish Receipt Number
  - CFV#
  - Vessel Name
  - Sample Tote \_\_ of \_\_

*Handwritten signature/initials*

## APPENDIX

## Cod Quality Grading Specifications

FILLET GRADING STANDARDS				
Grade Criteria	Premium	Grade B	Grade C	Reject Grade
<b>Colour</b>	Characteristic of live bled cod (white fillet)	Slight discolouration in the entire fillet	Any abnormal colour such as yellowing/browning	Extreme yellowing/browning or green
<b>Texture</b>	Firm: up to 10% of surface area slightly broken	Firm to slightly soft: up to 25% of surface area may be slightly broken	Moderately soft and/or more than 25% but less than 50% of the surface area broken	Mushy fillet or more than 50% of surface area broken
<b>Bruising</b>	Up to 2 cm in any dimension or 2 cm in area	Total instances >2 cm up to 5 cm in any dimension	Total instances >5 cm in any dimension but <50% of the fillet surface area	Exceeds 50% of the fillet surface area
<b>Staining</b>	Same as bruising	Same as bruising	Same as bruising	Same as bruising
<b>Blood clots</b>	None exceeding 0.5 cm in any dimension	Total instances >0.5 to 4 cm in any dimension	Total instances >4 cm in any dimension	Not applicable
<b>Ripping</b>	Straight cut from collar to anus	Into fillet 1" to 2"	Into fillet more than 2"	Not applicable
<b>Fish - complete</b>	The tongues and cheeks must be included			
<b>Temperature</b>	Less than 4 degrees Celsius			