

STANDING FISH PRICE-SETTING PANEL

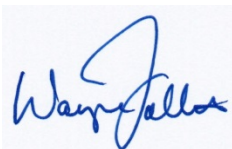
COD FISHERY - 2017

The Standing Fish Price-Setting Panel, hereinafter referred to as “the Panel”, issued its Schedule of Hearings for 2017, on March 2, 2017. Pursuant to Section 19 of the Fishing Industry Collective Bargaining Act, hereinafter referred to as “the Act”, the Panel set Monday, May 8, 2017, as the date by which collective agreement(s) binding on all processors in the province that process Cod must be in effect.

The Panel also noted, at that time, that it had been advised by the Department of Fisheries and Land Resources there was no majority processor or processor’s organization identified by the Department of Fisheries and Land Resources for the species Cod. Accordingly, in the event a collective agreement binding on all processors in the province that process Cod has not been achieved when indicated, the Panel will hold hearings on the scheduled hearing dates at which time it will hear presentations regarding price and conditions of sale. The parties before the Panel may include a processor, a processors’ organization and the Fish, Food and Allied Workers Union. Presentations will be accepted by the Panel from a processor, processors’ organization and the Fish, Food and Allied Workers Union representatives at the hearing. The Panel shall decide on all matters in dispute between the parties relating to price and conditions of sale for the fish species and the decision of the Panel is final and binding on the parties and all other processors that process that species of fish to which the Panel’s decision relates and constitutes a collective agreement or part of a collective agreement between.

The Panel was advised on May 8, 2017, by the Fish, Food and Allied Workers Union, the day preceding the hearing, that they had reached an agreement on a price schedule for Cod for 2017, with Icewater Seafoods Inc. The Fish, Food and Allied Workers Union requested the Panel implement the agreement as a decision of the Panel. The 2017 Price Schedule-Cod was filed with the Panel. No other representations were filed with the Panel, and there was no appearance by a processor or processors’ representative. It is the decision of the Panel, the 2017/2018 Atlantic Cod Schedule, agreed upon by Icewater Seafoods Inc. and Fish Food Allied Workers Union, dated May 8, 2017, (copy attached), will be incorporated with the Master Collective Agreement, which will form a collective agreement binding on all processors in the province that process the species Cod.

Dated at St. John’s the 9th day of May, 2017.



Wayne Follett



Rosalind Walsh



Bill Carter

2017/18 Atlantic Cod Schedule

The prices and related terms and conditions for Atlantic cod for 2017/18 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 22, cod will be sold under a Quality Grading Program in which cod is graded as either Grade A, B, C, or reject. Fish harvesters will be paid according to the prices contained in this agreement. The sampling and quality grading specification are appended to this schedule and form part of this agreement.
2. For the purposes of this agreement, a buyer is defined as any individual or corporation who purchases cod directly from a harvester with the intention of delivering some or all of that purchased cod to another buyer or processing company for eventual processing.

Sampling and Grading

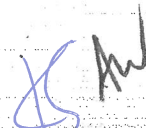
3. Sampling and grading will be conducted by qualified personnel employed by the processor purchasing the fish. With the exception of the circumstances set forth in Section 4, all sampling and grading will be done at the plant.
4. If a buyer retains any of the fish purchased from a harvester, that buyer shall sample and grade the entire load of fish. In this circumstance, the harvester shall be paid based on the grade obtained from the samples taken by the buyer.
5. If a buyer fails to follow the procedure in Section 4 and the cod, when graded at the processor's plant, is less than 80% grade "A", the harvester shall be paid by the buyer on the basis that 100% of that particular purchase of cod was grade A.
6. All samples will be selected randomly immediately after the truck has offloaded at the plant in accordance with the Sample Collection Protocol as appended.
7. All fillets to be inspected must be removed in a ripped nape fashion either manually or by machine, and skinned previous to grading.
8. All graders shall use the Inspection Form Quality Grading sheet as appended. For each sample, graders shall note on the grading sheet how each individual sampled cod rated according to each particular criteria set forth in the Cod Quality Specifications form that is appended.



9. The harvester will be paid based on the grade obtained from the samples taken at the plant.
10. 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.
11. The detailed grading sheets for individual landings shall be made available to harvesters by either the processor or buyer, as may be applicable, within forty-eight (48) hours of the buyer and/or processor taking possession of the fish. Failure to do so will incur a \$0.05 lb additional payment to the harvester by the buyer/processor for the entire amount of the shipment in question.

Handling, Traceability, and Timeliness

12. To improve the quality of the cod being caught, harvesters should follow the Proper Handling Procedures, the Procedure for Slush Ice of Codfish in Grey Boxes and the Dry Icing Procedures that are appended.
13. The Procedure for Slush Ice of Codfish in Grey Boxes is the preferred approach for buyers to apply when handling, transferring, and transporting cod landed at the wharf. The Dry Icing Procedures are also acceptable. If a buyer is found to have not followed either protocol and the quality of the fish delivered to the processor is less than 80% grade "A" then the harvester shall be paid by the buyer on the basis that the entire load of cod is grade "A".
14. A Fresh Raw Material Traceability Form for Cod shall accompany all landings of cod sold to a buyer by a harvester. All sections of the form shall be completed.
15. A processor shall not purchase any cod from a buyer unless it is accompanied by a traceability form. A processor who purchases cod from a buyer without the traceability form shall pay the grade "A" price to the harvester for that entire load of cod.
16. All traceability forms shall be signed by the harvester whose cod is included in the shipment. By signing the form, the harvester is agreeing to the conditions that are represented in the form.
17. A harvester who does not agree with the information recorded on the traceability form should attempt to resolve that concern(s) with the buyer. Where such concern is not resolved, the harvester shall sign the form but detail his/her concern. A copy of the



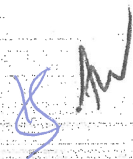
traceability form noting the concerns shall be sent to FFAW-Unifor by processor and/or buyer.

18. The 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 that same day.
19. (a) The parties agree to use best efforts to match the supply of fish to the processing capacity of the processors, so as to avoid gluts.

(b) Notwithstanding the provisions of paragraph 18, 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 18 will be extended by 12 hours. The extended grading deadline will be in effect for a 72 hour period.
20. (a) Subject to the following penalty provisions, all fish shall be delivered to the processor's plant within 24 hours from the time of landing.

(b) 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 80% grade "A", the payment to the harvester will be calculated at the appropriate grade plus \$0.20 per pound. No penalty payment shall increase the per pound price of cod above the grade "A" price level.

(c) If the amount of cod delivered past the 24 hour period is less than 1000 lbs, the harvester shall receive the grade "A" price as set by this schedule for the entire shipment.
21. Specification for the Quality Grading Program shall be described in the Cod Quality Grading Specification 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.
22. 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.
23. The Fish Harvesters' Resource Centre (FRC) will be the exclusive dockside monitoring company for the cod fishery.



24. 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).

Start of Season to July 31, 2017

Grade A - \$0.75 per pound

Grade B - \$0.38 per pound

Grade C - \$0.20 per pound

August 1, 2017 to end of Season

Grade A - \$0.83 per pound

Grade B - \$0.40 per pound

Grade C - \$0.20 per pound

25. Prices are for fish including tongues and/or cheeks. Fish with tongues and/or cheeks removed will be deducted \$0.05/lb. The percent of fish in the sample without tongues and/or cheeks will be applied to the total catch for the purposes of applying the 5 cent reduction.

- **Example:** 1,000 lbs of fish landed and 10 fish are sampled.

4 out of 10 fish sampled have tongues or cheeks removed

40% of total landed fish are subject to 5 cent reduction

This provision does not entitle the buyer to require harvesters remove tongues and/or cheeks as a condition of sale.

26. 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.


27. 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 set forth, attached to this schedule, are being adhered. This payment will be forwarded to the FFAW-Unifor on a weekly basis.

28. The terms and condition of this agreement may be amended by mutual consent.

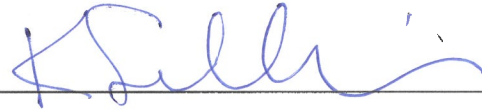
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DATED at St. John's, Newfoundland and Labrador this 8th day of May, 2017
Signed on behalf of the Fish, Food and Allied Workers

FFAW-Unifor:

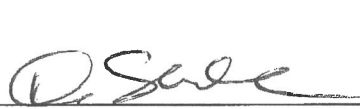


Witness



Fish, Food and Allied Workers
FFAW-Unifor

DATED at Arnold's Cove, Newfoundland and Labrador this 8th day of May, 2017
Signed on behalf of Icewater Seafoods Inc.:



Witness



Alberto Wareham
Icewater Seafoods Inc.



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 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 – HEAD ON GUTTED COD	
Landed Pounds	Samples
<250	5*
250-2000	10
2000-4000	15
4000-10,000	20
10,000-20,000	25
20,000-50,000	30
50,001 and Up	40

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 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):

C.F.V. # _____

Date Caught: _____

Buyer: _____

Lbs in Lot: _____

Boxes of Fish in Lot: _____

Fish Receipt Number: _____

* The <250 lb category is a one-year pilot project to be revisited in 2018.

Cod Quality Grading Specifications

Grade Criteria	Grade A	Grade B	Grade C	Reject Grade
Colour	Characteristics of live bled cod (white fillet)	Slight discolouration in the entire fillet	Any abnormal colour such as yellowing/browning	Extreme yellowing/browning or green
Texture	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% of the surface area broken	Not Applicable
Bruising	Up to 2cm in any dimension or 2 cm in area	Total instances >2 cm up to 5cm in any dimension	Total instances >5cm in any dimension but <50% of the fillet surface area	Exceeds 50% of the fillet surface area
Staining	Same as bruising	Same as bruising	Same as bruising	Same as bruising
Blood clots	None exceeding 0.5 cm in any dimension	Total instance >0.5 to 4 cm in any dimension	Total instances >4cm in any dimension	Not applicable
Ripping	Straight cut from collar to anus	Into fillet 1" to 2"	Into fillet more than 2"	Not applicable
Temperature	Less than 4 degrees Celsius			
Parasites	Less than 8 parasites in full fillet	8-15 parasites in full fillet		More than 15 parasites in full fillet
Odour	Not Applicable	Not Applicable	Not Applicable	Objectionable odours, including tainted by fuels or oils, blackberry, strong feed, or

				decomposed.
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Proper Handling Procedure To be Used by Fisherpersons Selling Cod

Regardless of catching method, ideally fish should be alive when it comes into the fishing boat. ALL fish should be handled as live fish.

The following steps are to be followed:

1. Fish to be bled alive as soon as it comes into the boat. The perfect method is to break or cut one part of the gill plate. The second method is to cut the throat of the fish above the heart so that the blood will be pumped out of the fish.
2. Fish should be placed in slush water or cold seawater to bleed. The temperature of the water is to be below 4°C. Let fish bleed out for 15 minutes before gutting.
3. Gut and wash fish and put in slush water on vessel as soon as fish has bled. In the event fish are dead coming into the boat, fish are to be gutted immediately or placed in slush while waiting for gutting. As a last resort, ice fish in pans or pens on the vessel. Do not leave fish on deck of boat any longer than 15 minutes before icing.
4. Keep fish covered and well iced. Temperature of fish is to be kept below 4°C.

Procedure for Slush Ice of Codfish in Grey Boxes 2017

1. Boxes must have a plug in them. If there is any chance of a box not being watertight, a large plastic bag is placed in each grey box.
2. Put approximately one foot (1') of saltwater in the bottom of a grey container. If saltwater is available, no salt is to be added. If you have to use freshwater, as salt water supply is not approved, the following procedure is to be used: Add 7 lbs (maximum) of fishery salt or 5 lbs of fine salt, or 2 gallons of brine to freshwater in box. It is important that not too much salt be added or fish will freeze and/or the eyes of the fish will turn white. There is a danger of fish being salty. Saline reading of saltwater is 10%. Do not mix salt in with fish as fish will freeze and be damaged.
3. Add approximately 250-300 lbs of ice in water. This should be done a minimum of ½ hour before fish is put into box so that the water is very cold when the fish is added. It also might help to stir the ice around to cool down the water. If water is warm, use less water and more ice. (The most common problem is not enough ice on bottom of fish. There is too much water and not enough ice).

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2017/18 Atlantic Cod Schedule

4. Add approximately 400 lbs of fish then add more ice. A layer of fish and a layer of ice each time the fish is added to the box.
5. Cover the top of the box completely with ice. There should be approximately 1,200 lbs of fish and 500-600 lbs of ice per container. In the smaller container, there should be approximately 600 lbs of fish and between 300-400 lbs of ice.
6. Fish should be buoyant in the container. In other words, there should be no weight on the fish in the bottom of the container.
7. If dry ice has to be used, do not put any more than 1,400 lbs of fish in a box with 500-600 lbs of ice.
8. Do not put fish in box and then put a water hose on top of box to fill up with water.
9. Put label on top of ice in each box.

Dry Icing Cod Procedure

1. If possible, use small grey boxes. If you only have large fish boxes, do not put any more than 1,400 of fish in a box with 500-600 lbs of ice.
2. Put approximately 100 lbs of ice in bottom of fish box. Minimum 6" of ice.
3. Add 200-250 lbs maximum of cod and cover with a complete layer of ice.
4. Continue adding fish and ice in layers until box is full.
5. On top, put a thicker layer of ice.
6. If you can, take plugs out of the boxes.

15th

FRESH RAW MATERIAL TRACEABILITY FORM FOR COD 2017

Date Shipped: _____ Buying Company: _____ Area Caught: _____

Date Caught: _____ Buying Area: _____ Buying Company/Trucking Receipt No.: _____

Note: Please indicate one catching method only (Nets or hooks)

C.F.V #	Buying Station	Date Caught	Catching Method		Total lbs of cod	Weight Per Tub	Tongues in	Tongues out	# of boxes	Time Bought	Was fish Iced Properly?		Fisherman's Signature
			Hooks	Nets							Yes	No	
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													

Note: Complete list to accompany each receipt (lot) delivered. It does not matter about mixing buying station on a truck as long as each lot is recorded by C.F.V.#. If form is not sent on truck, fax to processing plant. A Traceability Form MUST accompany each shipment. Driver is to give paperwork to forklift driver before truck is unloaded. No truck is to be unloaded until approved by Management.

Received at processing plant by: _____ Date: _____ Time: _____

If in transporting, the truck distance was longer than 4 hours or waiting to be offloaded, was reefer used: Yes _____ No _____

Fish to be kept below 4 degrees Celsius at all times

FRESH RAW MATERIAL TRACEABILITY FORM FOR COD 2017

Harvester Comments on traceability of the shipment:

Harvester Signature

Harvester Signature

Harvester Signature

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H

2017/18 Atlantic Cod Schedule

INSPECTION FORM QUALITY GRADING

Buyer: _____

Receipt #: _____

Landing Site: _____

Vessel Name or CFV#	Species	Date Caught	Days Fishing	Gear Type	Dry Ice: <input type="checkbox"/> Slush: <input type="checkbox"/>	Temp. <4C	Live Bled
Lot Size	Fishing Area	# of Fish in Sample	Sample at: Buying <input type="checkbox"/> Station Plant <input type="checkbox"/>		Weight of Head on Gutted Cod in Sample		Fillet Weight of Sample

GRADING CRITERIA	FISH SAMPLE NUMBER																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1 At Sea Handling																					
2 Unwholesome																					
3 Odour																					
4 Texture																					
5 Bruising																					
6 Staining																					
7 Blood Clots																					
8 Colour																					
9 Jelly																					
10 Chalky																					
Fillet Grade																					

of Fish with Cod Tongues _____

% _____

Date fish arrived at plant: _____

OVERALL GRADE REPORT		
Grade	Number	Percent
Grade A		
Grade B		
Grade C		
Reject		

Comments:

Inspected by: _____

Date: _____

Corrective Action: