

2024 Crab Schedule

The prices and related terms and conditions for crab for 2024 are set out in this Schedule.

The parties agree that this Schedule and the Master Collective Agreement dated September 17, 2020 (or any replacement Master Collective Agreement thereto) together constitute a Crab Collective Agreement between the parties for the purposes of the Fishing Industry Collective Bargaining Act.

1. The following formula will take effect for the 2024 snow crab season.

The guaranteed minimum price will be \$2.60 per pound, subject to Appendix A.

Once the Urner Barry low price (UB Crab, Snow, Newfoundland, Cluster, 5-8oz) reaches \$7.43CAD/lb, then the raw material price per pound for harvesters will be determined through a formula of:

$$y = \min (0.13x^2 - 1.4x + 5.83, 0.37x)$$

Where y is the raw material price ("RMP"), and x is the average of the Tuesday and Thursday Urner Barry low price (UB Crab, Snow, Newfoundland, Cluster, 5-8oz) for the prior week, converted to CAD\$. The exchange rate used will be an average of the prior week, Sunday to Saturday.

Should Urner Barry provide a listing on Tuesday or Thursday, but not both, that listing shall be used for the basis of the calculation. Should no Urner Barry listing be provided during the week, the most recent prior Urner Barry listing shall be the basis of the calculation.

Example:

UB 5-8oz low price for the respective week is \$5.50/lb USD\$.

Exchange rate average for the prior week is 1.36.

UB price converted to CAD\$ is \$7.48/lb.

$$y = \min (0.13(7.48)^2 - 1.4(7.48) + 5.83, 0.3(7.48))$$

$y = \$2.63/\text{lb}$ for premium size crab (>4" carapace).

2. There will be a 20% tolerance for legal size crab <4" in each landing. This means that the first 20% of <4" crab in each landing will be paid at the price for greater than or equal to 4" crab. For all legal size crab <4" landed greater than 20% of the shipment will be paid \$0.30/lb less than the formulated price from #1 above.
3. Prices are based on legal size crab (at least 3¾").
4. Crab shall be properly iced at sea or held in a Refrigerated Sea Water (RSW) system, or Recirculating Sea Water System that maintains the crab at a temperature below 4°C as per section 24(1)(f) of the *Fish Inspection Operations Regulations*.
5. The companies will ensure adequate quantities of ice are available to fish harvesters.
6. Subject to paragraph 4, there will be a tolerance of 5% for critically weak crab, i.e., the first 5% of critically weak crab in each landing will be paid as per the price

schedule. All critically weak crab in excess of 5% will be reject crab.

7. If the dockside grading report for a landing of crab exceeds 20% critically weak and/or 4% dead, the grader will immediately notify the inspection branch of the Department of Fisheries and Aquaculture. The harvester will be paid on the basis of the results of the DFA representative's inspection of the crab, provided that the maximum percentage of reject crab in the landing will be the amount obtained by adding the percentage of dead crab as per the grader's report to the amount of critically weak crab as per the grader's report.
8. Fishers will be receipted for their crab at dockside. The percentage of reject crab will be determined by the quality grader at dockside. The percentage of reject crab will be reflected in the receipt issued to the fisher at dockside. The fisher will be paid for no less than the quantity shown on the receipt, adjusted to take into account the tolerance for critically weak crab as outlined in Paragraphs 6 and 7 above. Both the fisher and the buyer have the right to a regrade in accordance with the provisions of the "Snow Crab – Size and Quality Determination" document, which is attached to and forms part of this agreement.
9. The following trip limits will apply for the 2024 crab season:

All Fleets

April 1 – April 30 75,000 lbs per trip

2J

May 1 – May 31 45,000 lbs per trip

June 1 to End of Season 25,000 lbs per trip – Single Enterprises
44,000 lbs per trip – Combined/Buddy Up

RSW Option

60,000 lbs per week

3K

May 1 – May 14 45,000 lbs per trip

May 15 to End of Season 40,000 lbs per trip– Single Enterprises
44,000 lbs per trip – Combined/Buddy Up

RSW Option

June 1 to End of Season 60,000 lbs per week
May 1 – May 31 50,000 lbs per week

3LNO Fulltime & Large Supplementary

May 1 – May 31 39,000 lbs per trip

June 1 to End of Season 45,000 lbs per trip

RSW Option

May 1 – May 31 50,000 lbs per week

June 1 to End of Season 60,000 lbs per week

3L Small Supplementary

May 1 to May 31 30,000 lbs per week- Single Enterprises
30,000 lbs per trip, 50,000 lbs per week - Combined/Buddy Up

June 1 to End of Season 30,000 lbs per trip

3Ps

May 1 to End of Season 25,000 lbs per trip

10. Barnacle Provision

A crab will be deemed to be "heavily infested" if the number of barnacles from the right side of the animal is 15 or greater. The weight of each shipment will be reduced by .24 times the percentage of the total shipment which is heavily infested. The amount for which the harvester is receipted and paid and the amount charged against the harvester's IQ will be the net of the deduction for heavily infested crab. Incidence of barnacles does not affect the grading results.

- 11. The parties to this Agreement undertake to implement the provisions of the attached Discharge/Trucking/Handling Protocol.
- 12. This Schedule will be in effect to the end of the 2024 crab fishery.
- 13. Fish Harvesters' Resource Centre (FHRC) will be the exclusive dockside monitoring company for the crab fishery and the exclusive dockside grading company shall be Independent Dockside Grading (IDG).
- 14. The terms and conditions of this Agreement may be amended by mutual consent.

DATED at St. John's, Newfoundland & Labrador this _____ day of _____, 2024.

Signed on behalf of the
Fish, Food and Allied Workers
FFAW-Unifor:

Witness

Greg Pretty
Fish, Food and Allied Workers
FFAW-Unifor

DATED at St. John's, Newfoundland & Labrador this _____ day of _____, 2024.

Signed on behalf of the
Association of Seafood Producers
ASP:

Witness

Jeff Loder
Association of Seafood Producers
ASP

Discharge/Trucking/Handling Protocol – Crab

The following protocols for crab discharge, handling and trucking provide processors, dischargers and transporters with a results based action plan for ensuring that crab is maintained at the proper temperatures and holding conditions required to maximize quality. These protocols are in accordance with the management plan, the task force report and the Department of Fisheries and Aquaculture's *Fish Inspection Regulations*. Processors have the responsibility to ensure that these protocols are adhered to and are responsible for ensuring that their shore agents and truckers abide by these protocols.

Requirements (as per the Fish Inspection Operations Regulations: 76/07)

- Maintenance of crab at a temperature of 0 to 4 degrees Celsius from the vessel through processing;
- Maintenance of crab in an enclosure or area of containment in which the relative humidity is greater than 75%;
- Protection of crab from physical damage, contamination and weather at all times;
- Stowage of crab in a container so that the depth of crab and ice does not exceed 90 centimetres but in any event so that the minimum distance between the crab and ice and the top of the container is 4 centimetres; and
- The utilization of handling practices that minimize the downgrading of crab from the boat through processing.

Prerequisites

- Adherence by harvesters to established protocols and regulations on: temperature, box weight and handling.
- Crab landings not meeting established guidelines, i.e., where grading samples exceed 4% dead or 20% critically weak, will be immediately reported to DFFA for inspection and harvesters notified.

Protocols

Unloading and Transport

- Unloading will occur at a suitable storage area which is conducive to maintaining crab at temperature of 0 to 4 degrees Celsius;
- Acceptable truck loading facilities must be available at the wharf. Required to eliminate crab trauma caused by throwing pans aboard the truck;
- Transport methods and handling must be conducive to maintaining the temperature at 0 to 4 degrees Celsius;
- Boxes must be stowed "so that the depth of fish (crab) and ice does not exceed 90 centimetres but in any event so that the minimum distance between the fish and ice and the top of the container is 4 centimetres . . . A container . . . may be placed on top of another container provided no pressure is, as a result, exerted on fish (crab) in the container on which it is placed" (*Fish Inspection Operations Regulations: 76/07 s24 (1)(e) and (2)*);
- Prior to departure from the dock, truck operators must obtain a record detailing: time(s) and location(s) of loading, weight per lot, temperature records at the time of loading and should develop a loading plan identifying each load. Temperatures must be checked and recorded prior to discharge.

Plant Holding

- Crab should be stored in lots in a CFIA approved holding area;
- Temperatures and box stowage must be maintained within established guidelines during holding;
- Records detailing the arrival time of the crab, its temperature and box weights at arrival, holding room temperatures, and lot locations must be maintained.

APPENDIX A

Currency Provision to be in effect for 2024 crab fishing season and only applies to raw material price not calculated by the formula:

The parties agree to establish a base currency exchange based on the average for the week ending Saturday, April 6, 2024 and thereafter, to monitor week to week, with the weekly average shall be set by 12 noon on Monday for week starting the previous day (Sunday). Any change in either direction of \$0.025 CAD from the base rate at the time of calculating the average would adjust the price by \$0.07 cents.

Example:

If the base rate for the USD to CAD is established at \$1.300 in the week ending April 6, 2024, the exchange would have to either go above 1.325 or below 1.275, to trigger the price change.

The average exchange rate would have to go to an average of > \$1.350 in a given week (Sunday to Saturday) during the crab fishing season to trigger another change upward of 7 cents/lb in minimum pricing. Each additional \$0.025 would add a further \$0.07 adjustment to the minimum price. The same process is followed in a decrease from the exchange rate base.

Appendix B

Market Price CAD\$	RMP
\$7.43	\$2.60
\$7.44	\$2.61
\$7.45	\$2.62
\$7.46	\$2.62
\$7.47	\$2.63
\$7.48	\$2.63
\$7.49	\$2.64
\$7.50	\$2.64
\$7.51	\$2.65
\$7.52	\$2.65
\$7.53	\$2.66
\$7.54	\$2.66
\$7.55	\$2.67
\$7.56	\$2.68
\$7.57	\$2.68
\$7.58	\$2.69
\$7.59	\$2.69
\$7.60	\$2.70
\$7.61	\$2.70
\$7.62	\$2.71
\$7.63	\$2.72
\$7.64	\$2.72
\$7.65	\$2.73
\$7.66	\$2.73
\$7.67	\$2.74
\$7.68	\$2.75
\$7.69	\$2.75
\$7.70	\$2.76
\$7.71	\$2.76
\$7.72	\$2.77
\$7.73	\$2.78
\$7.74	\$2.78
\$7.75	\$2.79
\$7.76	\$2.79
\$7.77	\$2.80
\$7.78	\$2.81

\$7.79	\$2.81
\$7.80	\$2.82
\$7.81	\$2.83
\$7.82	\$2.83
\$7.83	\$2.84
\$7.84	\$2.84
\$7.85	\$2.85
\$7.86	\$2.86
\$7.87	\$2.86
\$7.88	\$2.87
\$7.89	\$2.88
\$7.90	\$2.88
\$7.91	\$2.89
\$7.92	\$2.90
\$7.93	\$2.90
\$7.94	\$2.91
\$7.95	\$2.92
\$7.96	\$2.92
\$7.97	\$2.93
\$7.98	\$2.94
\$7.99	\$2.94
\$8.00	\$2.95
\$8.01	\$2.96
\$8.02	\$2.96
\$8.03	\$2.97
\$8.04	\$2.97
\$8.05	\$2.98
\$8.06	\$2.98
\$8.07	\$2.99
\$8.08	\$2.99
\$8.09	\$2.99
\$8.10	\$3.00
\$8.11	\$3.00
\$8.12	\$3.00
\$8.13	\$3.01
\$8.14	\$3.01
\$8.15	\$3.02
\$8.16	\$3.02
\$8.17	\$3.02
\$8.18	\$3.03
\$8.19	\$3.03
\$8.20	\$3.03
\$8.21	\$3.04
\$8.22	\$3.04

\$8.23	\$3.05
\$8.24	\$3.05
\$8.25	\$3.05
\$8.26	\$3.06
\$8.27	\$3.06
\$8.28	\$3.06
\$8.29	\$3.07
\$8.30	\$3.07
\$8.31	\$3.07
\$8.32	\$3.08
\$8.33	\$3.08
\$8.34	\$3.09
\$8.35	\$3.09
\$8.36	\$3.09
\$8.37	\$3.10
\$8.38	\$3.10
\$8.39	\$3.10
\$8.40	\$3.11
\$8.41	\$3.11
\$8.42	\$3.12
\$8.43	\$3.12
\$8.44	\$3.12
\$8.45	\$3.13
\$8.46	\$3.13
\$8.47	\$3.13
\$8.48	\$3.14
\$8.49	\$3.14
\$8.50	\$3.14
\$8.51	\$3.15
\$8.52	\$3.15
\$8.53	\$3.16
\$8.54	\$3.16
\$8.55	\$3.16
\$8.56	\$3.17
\$8.57	\$3.17
\$8.58	\$3.17
\$8.59	\$3.18
\$8.60	\$3.18
\$8.61	\$3.19
\$8.62	\$3.19
\$8.63	\$3.19
\$8.64	\$3.20

\$8.65	\$3.20
\$8.66	\$3.20
\$8.67	\$3.21
\$8.68	\$3.21
\$8.69	\$3.22
\$8.70	\$3.22
\$8.71	\$3.22
\$8.72	\$3.23
\$8.73	\$3.23
\$8.74	\$3.23
\$8.75	\$3.24
\$8.76	\$3.24
\$8.77	\$3.24
\$8.78	\$3.25
\$8.79	\$3.25
\$8.80	\$3.26
\$8.81	\$3.26
\$8.82	\$3.26
\$8.83	\$3.27
\$8.84	\$3.27
\$8.85	\$3.27
\$8.86	\$3.28
\$8.87	\$3.28
\$8.88	\$3.29
\$8.89	\$3.29
\$8.90	\$3.29
\$8.91	\$3.30
\$8.92	\$3.30
\$8.93	\$3.30
\$8.94	\$3.31
\$8.95	\$3.31
\$8.96	\$3.32
\$8.97	\$3.32
\$8.98	\$3.32
\$8.99	\$3.33
\$9.00	\$3.33
\$9.01	\$3.33
\$9.02	\$3.34
\$9.03	\$3.34
\$9.04	\$3.34

\$9.05	\$3.35
\$9.06	\$3.35
\$9.07	\$3.36
\$9.08	\$3.36
\$9.09	\$3.36
\$9.10	\$3.37
\$9.11	\$3.37
\$9.12	\$3.37
\$9.13	\$3.38
\$9.14	\$3.38
\$9.15	\$3.39
\$9.16	\$3.39
\$9.17	\$3.39
\$9.18	\$3.40
\$9.19	\$3.40
\$9.20	\$3.40
\$9.21	\$3.41
\$9.22	\$3.41
\$9.23	\$3.42
\$9.24	\$3.42
\$9.25	\$3.42
\$9.26	\$3.43
\$9.27	\$3.43
\$9.28	\$3.43
\$9.29	\$3.44
\$9.30	\$3.44
\$9.31	\$3.44
\$9.32	\$3.45
\$9.33	\$3.45
\$9.34	\$3.46
\$9.35	\$3.46
\$9.36	\$3.46
\$9.37	\$3.47
\$9.38	\$3.47
\$9.39	\$3.47
\$9.40	\$3.48
\$9.41	\$3.48
\$9.42	\$3.49
\$9.43	\$3.49
\$9.44	\$3.49

\$9.45	\$3.50
\$9.46	\$3.50
\$9.47	\$3.50
\$9.48	\$3.51
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\$9.63	\$3.56
\$9.64	\$3.57
\$9.65	\$3.57
\$9.66	\$3.57
\$9.67	\$3.58
\$9.68	\$3.58
\$9.69	\$3.59
\$9.70	\$3.59
\$9.71	\$3.59
\$9.72	\$3.60
\$9.73	\$3.60
\$9.74	\$3.60
\$9.75	\$3.61
\$9.76	\$3.61
\$9.77	\$3.61
\$9.78	\$3.62
\$9.79	\$3.62
\$9.80	\$3.63
\$9.81	\$3.63
\$9.82	\$3.63
\$9.83	\$3.64
\$9.84	\$3.64

\$9.85	\$3.64
\$9.86	\$3.65
\$9.87	\$3.65
\$9.88	\$3.66
\$9.89	\$3.66
\$9.90	\$3.66
\$9.91	\$3.67
\$9.92	\$3.67
\$9.93	\$3.67
\$9.94	\$3.68
\$9.95	\$3.68
\$9.96	\$3.69
\$9.97	\$3.69
\$9.98	\$3.69
\$9.99	\$3.70
\$10.00	\$3.70
\$10.01	\$3.70
\$10.02	\$3.71
\$10.03	\$3.71
\$10.04	\$3.71
\$10.05	\$3.72
\$10.06	\$3.72
\$10.07	\$3.73
\$10.08	\$3.73
\$10.09	\$3.73
\$10.10	\$3.74
\$10.11	\$3.74
\$10.12	\$3.74
\$10.13	\$3.75
\$10.14	\$3.75
\$10.15	\$3.76
\$10.16	\$3.76
\$10.17	\$3.76
\$10.18	\$3.77
\$10.19	\$3.77
\$10.20	\$3.77
\$10.21	\$3.78
\$10.22	\$3.78
\$10.23	\$3.79
\$10.24	\$3.79

\$10.25	\$3.79
\$10.26	\$3.80
\$10.27	\$3.80
\$10.28	\$3.80
\$10.29	\$3.81
\$10.30	\$3.81
\$10.31	\$3.81
\$10.32	\$3.82
\$10.33	\$3.82
\$10.34	\$3.83
\$10.35	\$3.83
\$10.36	\$3.83
\$10.37	\$3.84
\$10.38	\$3.84
\$10.39	\$3.84
\$10.40	\$3.85
\$10.41	\$3.85
\$10.42	\$3.86
\$10.43	\$3.86
\$10.44	\$3.86
\$10.45	\$3.87
\$10.46	\$3.87
\$10.47	\$3.87
\$10.48	\$3.88
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\$10.64	\$3.94

\$10.65	\$3.94
\$10.66	\$3.94
\$10.67	\$3.95
\$10.68	\$3.95
\$10.69	\$3.96
\$10.70	\$3.96
\$10.71	\$3.96
\$10.72	\$3.97
\$10.73	\$3.97
\$10.74	\$3.97
\$10.75	\$3.98
\$10.76	\$3.98
\$10.77	\$3.98
\$10.78	\$3.99
\$10.79	\$3.99
\$10.80	\$4.00
\$10.81	\$4.00
\$10.82	\$4.00
\$10.83	\$4.01
\$10.84	\$4.01
\$10.85	\$4.01
\$10.86	\$4.02
\$10.87	\$4.02
\$10.88	\$4.03
\$10.89	\$4.03
\$10.90	\$4.03
\$10.91	\$4.04
\$10.92	\$4.04
\$10.93	\$4.04
\$10.94	\$4.05
\$10.95	\$4.05
\$10.96	\$4.06
\$10.97	\$4.06
\$10.98	\$4.06
\$10.99	\$4.07
\$11.00	\$4.07
\$11.01	\$4.07
\$11.02	\$4.08
\$11.03	\$4.08
\$11.04	\$4.08

\$11.05	\$4.09
\$11.06	\$4.09
\$11.07	\$4.10
\$11.08	\$4.10
\$11.09	\$4.10
\$11.10	\$4.11
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\$11.12	\$4.11
\$11.13	\$4.12
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\$11.16	\$4.13
\$11.17	\$4.13
\$11.18	\$4.14
\$11.19	\$4.14
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\$11.21	\$4.15
\$11.22	\$4.15
\$11.23	\$4.16
\$11.24	\$4.16
\$11.25	\$4.16
\$11.26	\$4.17
\$11.27	\$4.17
\$11.28	\$4.17
\$11.29	\$4.18
\$11.30	\$4.18
\$11.31	\$4.18
\$11.32	\$4.19
\$11.33	\$4.19
\$11.34	\$4.20
\$11.35	\$4.20
\$11.36	\$4.20
\$11.37	\$4.21
\$11.38	\$4.21
\$11.39	\$4.21
\$11.40	\$4.22
\$11.41	\$4.22
\$11.42	\$4.23
\$11.43	\$4.23
\$11.44	\$4.23

\$11.45	\$4.24
\$11.46	\$4.24
\$11.47	\$4.24
\$11.48	\$4.25
\$11.49	\$4.25
\$11.50	\$4.25
\$11.51	\$4.26
\$11.52	\$4.26
\$11.53	\$4.27
\$11.54	\$4.27
\$11.55	\$4.27
\$11.56	\$4.28
\$11.57	\$4.28
\$11.58	\$4.28
\$11.59	\$4.29
\$11.60	\$4.29
\$11.61	\$4.30
\$11.62	\$4.30
\$11.63	\$4.30
\$11.64	\$4.31
\$11.65	\$4.31
\$11.66	\$4.31
\$11.67	\$4.32
\$11.68	\$4.32
\$11.69	\$4.33
\$11.70	\$4.33
\$11.71	\$4.33
\$11.72	\$4.34
\$11.73	\$4.34
\$11.74	\$4.34
\$11.75	\$4.35
\$11.76	\$4.35
\$11.77	\$4.35
\$11.78	\$4.36
\$11.79	\$4.36
\$11.80	\$4.37
\$11.81	\$4.37
\$11.82	\$4.37
\$11.83	\$4.38
\$11.84	\$4.38

\$11.85	\$4.38
\$11.86	\$4.39
\$11.87	\$4.39
\$11.88	\$4.40
\$11.89	\$4.40
\$11.90	\$4.40
\$11.91	\$4.41
\$11.92	\$4.41
\$11.93	\$4.41
\$11.94	\$4.42
\$11.95	\$4.42
\$11.96	\$4.43
\$11.97	\$4.43
\$11.98	\$4.43
\$11.99	\$4.44
\$12.00	\$4.44
\$12.01	\$4.44
\$12.02	\$4.45
\$12.03	\$4.45
\$12.04	\$4.45
\$12.05	\$4.46
\$12.06	\$4.46
\$12.07	\$4.47
\$12.08	\$4.47
\$12.09	\$4.47
\$12.10	\$4.48
\$12.11	\$4.48
\$12.12	\$4.48
\$12.13	\$4.49
\$12.14	\$4.49
\$12.15	\$4.50