



Rough Water Traps

Attention M. O'Leary

I write on behalf of the Association of Seafood Producers ("ASP"), the organization which represents seafood producers in Newfoundland and Labrador and is the administrator of the grading program for snow crab. ASP is responsible for ensuring compliance with the contract with Independent Dockside Grading (IDG). ASP has legal and contractual obligations to ensure compliance by both processors and harvesters. Non-compliance undermines quality and creates unfairness between harvesters and therefore, cannot be tolerated.

Pursuant to the *Fishing Industry Collective Bargaining Act* ("FICBA"), the term "processor" includes "a person licensed under the Fish Inspection Act to process or buy fish". As a person who buys snow crab in the province of Newfoundland and Labrador, you are bound to the collective agreement, which further obliges you to participate in the dockside monitoring and grading program carried out by IDG (see, for example, articles 4,5 and 6 of the Master Collective Agreement).

As I indicated on our phone call on May 4, 2025, ASP has received information that you have been purchasing snow crab pursuant to a Fish Buyers License without complying with the dockside grading requirements. If true, these actions are contrary to the *Fish Inspection Act* and *Fish Inspection Operations Regulations*, and the collective agreement in place between ASP and the Fish, Food and Allied Workers Union (the "FFAW") in respect of snow crab.

You advised me verbally on May 4 that you have had all crab that you purchased graded, and you paid the appropriate fees to IDG. I appreciate your timely communication on this matter.

Please refer to section for 4 (d) of the 2025 grading contract:

ASP will inform the Contractor and the Provincial Department of Fisheries, Forestry and Agriculture (DFFA) immediately, in writing, of any Company that is not in compliance with this agreement and the separate terms and agreements noted in paragraph 4(a). The Contractor must acknowledge receipt of this information, in writing, and discontinue Dockside Grading Services until such time as ASP informs the Contractor that the Company is once again in compliance. The Companies agree to this arrangement. The Contractor will inform ASP of any and all Companies that are not in compliance or are knowingly processing product without grading.

ASP has a legal obligation to 'immediately' inform the Department of Fisheries and Aquaculture when any processor or buyer is not in compliance with the agreement. Furthermore, ASP has an obligation to revoke grading services if a violation has occurred until such a time ASP determines the processor, or buyer is in compliance.

As the administrator of the contract and the certified bargaining agent for processors and buyers, I have to state clearly that that adherence to the Collective Agreement and grading program are not optional. They are mandatory. Furthermore, it's your obligation to understand and follow these rules.

I have checked and you are not adhering to the administrative rules regarding procedures and payment. We can deal with those issues separately. I have attached the requirements and rules for your information, these have to be addressed immediately. The contact information for the manager of the program is attached. Please reach out and bring your company into compliance. You have until May 8th to complete this process and deposit the necessary funds. The program manager will guide you through that process.

The more fundamental issue is whether you have committed a violation and purchased snow crab without adhering to the terms and conditions of payment based on the required use of the third-party grading contractor (IDG).

As noted above, ASP has an obligation to determine if a violation has occurred. Accordingly, in addition to your verbal assurance to ASP, I am requesting as the administrator you provide the following information no later than May 6th at 4 pm.

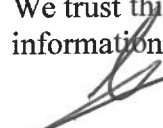
1. A list of all purchases containing the following information:
 - a. The date
 - b. The vessel
 - c. The port
 - d. The grading report on which you based payment

This information is solely for the administrator's review; it will not be shared with any member of ASP given it is confidential. After I review the information, I will provide you with my determination by end of day May 7, 2025.

To ensure you understand the process and the importance of providing the information, please be advised I have received information from IDG that indicates a violation may have occurred. You have a right to respond. At this time no determination has been made. I received this information on May 2.

If a violation has occurred ASP will take all necessary steps to ensure compliance, which may include an application to the labour board, filing a grievance under the Master Collective Agreement, and initiating a civil action for damages and injunctive relief. At a minimum ASP will have to **“Advise the Company and terminate crab (dockside) grading services immediately for any Company not in compliance with the terms and conditions of the Contract and the obligations outlined in this memorandum.”**

We trust this outlines the issue and ASP's position. I look forward to receiving the requested information to validate your communication so we can make proper determination.


Jeff Loder, Executive Director
709-323-0200



association of
seafood producers

Memorandum

Date: Mar. 20, 2025
To: Newfoundland and Labrador Crab Processors
From: Sherry Day
RE: 2025 Dockside Grading Funds Request

If you are processing crab this year, please read below.

With the start of the 2025 crab fishing season approaching, it is imperative that funding and administrative requirements for the dockside grading of crab be addressed. **Please read carefully.**

The Association of Seafood Producers Inc. (ASP) will be the agent for the purposes of administering the obligations of crab processing companies for dockside grading in accordance with the terms and conditions of the Crab Collective Agreement. **Grading is mandatory for all processors under the terms of the Crab Collective Agreement.**

In an effort to avoid any misunderstandings, we wish to clarify the following:

PROCESSOR OBLIGATIONS

1. Ensure ASP is supplied with your company's administrative contact for grading finances (phone and email). Any statements and notices from ASP will be sent by email unless ASP is advised otherwise.
2. A preliminary dockside grading advance, equal to **fifty percent (50%)** of the full season grading invoices for the previous year, or an estimate of 2025 grading fees, must be deposited with ASP at the start of the season. **A separate notice is attached confirming the amount due based on 2024 figures for your company.**

We encourage that whenever possible **wire transfers** be used to make payments to ASP rather than physical cheques. All the information you need to complete wire transfers is indicated on page 2 of this memo. **Also, please note when sending bank transfers, please ONLY include grading funds and do not combine with any other invoices owing to ASP as these are deposited in a *different* account and should be processed separately.**

3. Ensure payment of dockside grading invoices reach ASP **within two business days of issuance of the invoice** and that there are sufficient funds on hand for ongoing grading at all times.
4. Advise ASP immediately in writing of any changes in company contact information.

ASP OBLIGATIONS

1. Administer and enforce the terms of the Contract.
2. Maintain the dockside grading advance funds on behalf of the Company, remit payments in accordance with the Contract, and advise the Company of unpredictable funding requirements.
3. Verify ongoing compliance with the Contract and the obligations outlined in this memorandum.
4. **Advise the Company and terminate crab (dockside) grading services immediately for any Company not in compliance with the terms and conditions of the Contract and the obligations outlined in this memorandum.**
5. Refund any remaining portion of the crab (dockside) grading funds upon confirmation of no outstanding invoices or issues, or hold funds on deposit if the company chooses this option at the end of the season.

GENERAL TERMS

1. Remittance of the preliminary dockside grading advance indicates Company acceptance of the terms and obligations outlined in this memorandum.
2. The Company cannot hold ASP or its agents liable for enforcing the terms, conditions, and obligations of the Crab (Dockside) Grading Contract and the obligations outlined in this memorandum.
3. **No grading will take place if guidelines are not followed!**

REMITTANCES

- By bank wire transfer* to:

Bank of Nova Scotia
350 Torbay Road 82263
St. John's, NL A1A 4E1 Transit #20883
Swift code/BIC: NOSCCATT
Canadian Clearing Code: CC0002 20883
Beneficiary Account Number: 0017817
Beneficiary Account Name: Association of Seafood Producers, Suite 103, 10 Fort William Place, St. John's, NL A1C 1K4

- *If you cannot process bank transfers, please make cheque payable to:*

Association of Seafood Producers (In Trust)
 Suite 103, Baine Johnston Centre, 10 Fort William Place
 St. John's, NL A1C 1K4

**In order to have your grading account properly credited, you should advise ASP immediately by email of any fund transfers initiated in compliance with this contract. ASP will not recognize the funds transfer until properly advised.*

ASP contact info:

Sherry Day, Association of Seafood Producers
 Phone: (709) 351-6075 Email: grading@seafoodproducers.org

THIS DOCKSIDE GRADING CONTRACT made as of the 28th day of February, 2025,

BETWEEN:

ASSOCIATION OF SEAFOOD PRODUCERS INC

(Hereinafter "ASP"), acting on behalf of the Crab Processing Licence Holders (hereinafter the "Companies" and each a "Company") pursuant to Collective Bargaining Legislation, the Collective Agreement, Negotiated Schedules and the Provincial Fish Inspection Act.

- and -

INDEPENDENT DOCKSIDE GRADING INC.

(Hereinafter the "Contractor")

WHEREAS:

- (a) Each Company holds a valid crab processing licence in the Province of Newfoundland and Labrador;
- (b) Under the Collective Agreement and the Provincial Fish Inspection Act, the Contractor is to provide Dockside Grading Services to the Companies for the 2025 crab season;
- (c) The Contractor provides Dockside Grading Services for crab; and
- (d) The Contractor agrees that Dockside Grading Service is to be provided only for Companies that have accepted, endorsed, and complied in full with the terms and conditions of this contract, subject to the confirmation of ASP.

NOW THIS AGREEMENT WITNESSETH that in consideration for the sum of \$1.00 (One Dollar) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, each party covenants to and with the other party as follows:

1. In this agreement:

- (a) "Collective Agreement" means the annual agreement between ASP and the Fish Food and Allied Workers Union (FFAW) defining the terms and pricing for the crab fishing Season;
- (b) "Season" means the period in a calendar year from the commencement of the crab fishery to the end of the completion of the last landing of crab to any of the Companies;
- (c) "Dockside Grading Services" means the services to be provided to the Companies by the Contractor, as described in "Schedule A";
- (d) "Dockside Grading Database" means the record of all crab landing information that may be used for various purposes;
- (e) "Dockside Grading Fee" means the charge made by the Contractor for Dockside Grading Services, as described in "Schedule B";

- (f) "Covered Ports" means the offloading ports in Newfoundland and Labrador specified in "Schedule C"
 - (g) "Excluded Ports" means any ports not named as Covered Ports in "Schedule C", including, without limitation, those ports listed in "Schedule D"; and
 - (h) "Company Account Reconciliation" means the determination by the Contractor and the acceptance by the Company of the total pounds graded and any other Dockside Grading Services charged to the Company.
2. The Contractor agrees to provide Dockside Grading Services to each of the Companies for the Season for the agreed Dockside Grading Fees.
 3. ASP will be responsible to pay the Contractor for Dockside Grading Fees for all Companies in compliance with this agreement. All funds received by ASP from the Companies for Dockside Grading Fees will be held in trust by ASP and paid to the Contractor for the Dockside Grading Services provided to the Companies.
 4. The Companies agree to pay the Contractor (and hereby irrevocably direct ASP to remit funds to the Contractor) in accordance with the Dockside Grading Fee described for Dockside Grading Services as follows:
 - (a) ASP will collect advance funding from the Companies under terms and agreements made separately from this agreement.
 - (b) The Contractor will invoice Dockside Grading Fees for each company weekly and send a summary listing of all weekly invoices to ASP, no later than midday Thursday. The invoice will cover Dockside Grading Services performed from Sunday to Saturday of the previous week and will provide a detail of services provided to the company.
 - (c) ASP will pay the Contractor within three business days of receipt of the summary listing of Dockside Grading Fees on behalf of all Companies that are in compliance with this agreement and the separate terms and agreements noted in paragraph 4(a), less a five percent holdback which will be held in trust pending the Company Account Reconciliation which must be completed within 30 days of the end of the season.
 - (d) ASP will inform the Contractor and the Provincial Department of Fisheries, Forestry and Agriculture (DFFA) immediately, in writing, of any Company that is not in compliance with this agreement and the separate terms and agreements noted in paragraph 4(a). The Contractor must acknowledge receipt of this information, in writing, and discontinue Dockside Grading Services until such time as ASP informs the Contractor that the Company is once again in compliance. The Companies agree to this arrangement. The Contractor will inform ASP of any and all Companies that are not in compliance or are knowingly processing product without grading.
 - (e) Harmonized Sales Tax is not included in the Dockside Grading Fee and will be added to any invoices as applicable.
 - (f) Annual adjustment for all species based on the posted Consumer Price Index for that year (starting with 2025 season)
 - (g) The Dockside Grading Database will be used for all invoicing for Dockside Grading Services.
 - (h) Any of either the Contractor, the Companies, or ASP may review and check the data from the Dockside Grading Database (Company Specific) during the Company Account Reconciliation.

The Contractor will report the aggregate and Company-specific data relating to crab landings to ASP on a weekly basis, and provide a report at the end of the Season summarizing and analyzing the landings and quality data for the Season. ASP agrees not to divulge data on individual companies without their express written agreement.

(i) Information collected for the Dockside Grading Database is strictly confidential and must not be disclosed to any party or parties but the Company requesting its own information or ASP, without the express written consent of ASP.

5. The term of this contract is for the 2025 season and may be extended in subsequent years subject to mutual agreement.
6. Ports in addition to the Covered Ports will be serviced by the Contractor as requested by the Companies and as the Contractor has trained personnel available.
7. To resolve any dispute that may arise pursuant to this agreement, each of the affected parties will agree on one independent arbitrator to hear the facts of the dispute and make a ruling binding on the parties. If they cannot agree on a single arbitrator, each party will nominate an arbitrator and these arbitrators will nominate one additional arbitrator. The panel of arbitrators will then hear the dispute and a majority ruling will be binding on the parties. In addition, ASP will form a committee made up of representatives of the Contractor and ASP (including its member firms). The committee will meet on a regular basis to review and reconcile any grading issues from any of the parties. While the dockside procedures described in paragraph 11 are still in effect for timely resolution of on-site situations, the committee will be regarded as the only mechanism to deal with on-going grading concerns.
8. In disputes arising from the demands of processors and harvesters related to the movement or displacement of a grader (in accordance with Schedule A, Item 7), this committee will include representatives from the FFAW.
9. All parties to this agreement understand and agree that the grading program is a statistical evaluation based on sampling. It is understood from the outset that it is inherent within the program that some of the grades will be in error due to the fact that on occasion the samples used to evaluate any given load may not be truly representative of that load because of the statistical design of the program and/or tampering with the samples or off-loading sequence. Companies and fishers must witness the grading cycle and request a re-grade if they have a concern about the grading results or procedures. All parties also understand that the grading results for product will change as a factor of time and/or handling. The focus for resolving concerns over the grading results must be at the wharf and at the time of the original grading. A difference in grade is not proof of fault. The Contractor and the industry will take all reasonable efforts to improve the grading program.

The parties also understand that the working conditions (peak landings, remote sites, difficult sites to obtain and maintain employees, poor physical site conditions, pressures from processors, fishers, truckers, etc.) are difficult. The Contractor will provide its best efforts to work with industry to overcome these conditions to provide the grading services as prescribed.

Should the Company disagree with the grading results, the Company shall immediately request a re-grade as per Schedule A. The re-grade shall be the final grade.

The Company is responsible to inform the Contractor and ASP immediately, in writing by facsimile or e-mail, of any errors or perceived errors in grading. The parties have one week only to settle the issue, and then the matter will go to arbitration pursuant to paragraph 8.

The Company shall have no recourse against the Contractor for perceived grading errors unless the issue is dealt with immediately (as outlined in the two preceding paragraphs).

Only in the case of negligence or incompetence will the Contractor be held responsible to a maximum of the actual fees charged by the Contractor for conducting the grading, or re-grading, for the particular lot in question.


Further damages beyond the fees charged for an individual grading can only be sought in accordance with the "Liability Arbitration Guidelines" outlined in "Schedule E" and through arbitration pursuant to paragraph 8.

- 10. The Companies and ASP acknowledge that the Contractor does not act as the buyer on behalf of the Companies. The Contractor's grading results are provided to the Companies to aid in the process of making a buying decision. If the Company chooses not to be present and relies entirely on the Contractor's grading results they do so at their own risk without the right of adjustment beyond what is outlined in Paragraph 11.
- 11. While in the performance of his/her duties for a Company and/or its contracted agent(s); an agent, employee or grader of the Contractor, will report to the Contractor, what may be identified as a workplace hazard(s). The Contractor will report the existence of the identified workplace hazard(s) and in turn, notify the Company of these hazards in writing. It will be the responsibility of the Company to resolve identified workplace hazards in accordance with WHSCC regulations.
- 12. A copy of this executed contract will be supplied to each participating Company by ASP.
- 13. ASP and the Contractor agree that this is a mutually exclusive contract for Dockside Grading Services.

Under the terms of this contract: The Contractor will not perform grading/sampling services for any company, nor will they offer to perform grading/sampling to any company, that would be invoiced directly to same, bypassing the administration process in place by ASP except where mutually agreed to.

- 14. The laws of the Province of Newfoundland and Labrador shall govern this agreement.

ASSOCIATION OF SEAFOOD PRODUCERS INC


Witness


Per: _____
JEFF LODER, Executive Director

March 14, 2025
Date

INDEPENDENT DOCKSIDE GRADING INC.

Witness

Per: _____

Date

Schedule A: Dockside Grading Service

1. Training will be completed in accordance with training materials prepared by the Contractor and approved by ASP.
2. ASP will have the right to review and recommend any grader candidates. A candidate list will be delivered to ASP for review at least one month before the Season commences. ASP will advise the Contractor of any that are not recommended.
3. Crab grading will be undertaken for size, liveliness, barnacle & tubeworm abundance, and soft-shell, as defined in the updated "Snow Crab - Size and Quality Determination", which shall form part of this agreement.
4. The grading cycle will be as follows:
 - (a) The vessel operator or shore agent will notify the Contractor or its representative of port of landing, number of vessels, estimated pounds, and estimated unloading start time.
 - (b) A dockside grader will be dispatched to the designated wharf to arrive by the agreed time. The Contractor will do its best to cover all landings in a timely manner during periods of increased activity.
 - (c) The dockside grader will make contact with the vessel operator or shore agent. Graders will have specific identification that indicates that they have successfully completed the required training course.
 - (d) Based on the actual weight of crab aboard the vessel or, if this is not available, the hailed weight, the grader will determine the number of pans to be sampled and where the samples are to be drawn from.
 - (e) Buyer agents or representatives at all unloading sites should provide assistance in procuring and returning samples during the grading process (ie: lifting and returning crab boxes).
 - (f) Grading procedures and specifications will be as described in the "Snow Crab - Size and Quality Determination" handbook. These specifications can be modified from time to time by agreement of ASP and the Contractor.
 - (g) Copies of the form indicating the grading results will be provided to the vessel operator or his agent, the buyer or his agent, and the Contractor. One copy will be kept by the crab grader. In the event of spoilage or low ice usage, as defined in the updated "Snow Crab - Size and Quality Determination" handbook, the grading sheet must contain a specific and highly visible warning. Beyond the provisions of these written grading results, at the time of completing the grading cycle on the wharf, the grader has no obligation to communicate the results to any other party.
 - (h) All forms indicating grading results must be forwarded to the Contractor's data input centre on a daily basis. Information from these forms is entered into the Dockside Grading Database immediately as it is received. These forms will be available for review by ASP and the Companies at their request.
5. Under current legislation, the wharf and/or unloading facilities where grading is to take place, should meet all Occupational Health and Safety guidelines.
 - (a) The Companies should insure that the grading facilities meet all minimum requirements for lighting, wash down requirements, and adequate workspace for grading.

- (b) In accordance with this contract, the grading company has authority over the grading area, to the extent that the grading facilities are restricted to one harvester and one buyer representative, and that grading company policies regarding smoking, interference, and harassment are complied with, as per the contractor's training manual.
 - (c) ASP and the Companies will take reasonable action when notified of harassment and/or intimidation of graders/samplers.
6. If fishers or the Companies suspect that the grade results are not representative, then either may request a re-grade. A re-grade will be conducted as soon as possible. The results of the re-grade will be the final results.
7. Fishers and the Companies may, in certain circumstances, arbitrarily refuse the services of individual graders. Guidelines and attendant costs for this process are as follows:
- (a) In a case where a good and proper working relationship is not possible between the grader and the fisher or processor, the grader will be subject to a transfer to other work locations.
 - (b) A grader transfer would come into effect only after a written complaint outlining the problem is received and a detailed investigation has been completed as follows:
 - 1. The Contractor's immediate area supervisor will complete a detailed investigation and have a performance audit completed, using the normal complaints investigation protocol, as stated in the Grading Handbook.
 - 2. The Contractor's area supervisor and field operations manager will meet with the parties involved to try and resolve the issue. Should this fail,
 - 3. The Contractor's general manager and field operations manager will meet with management of the Company to resolve the issue. Should this fail,
 - 4. The Contractor will present a report to a meeting of the committee referenced in paragraph 10 and this committee will determine if corrective options have been exhausted and if the implementation of a grader transfer is to the best interest of all concerned.
 - 5. It is understood that the Company forcing an arbitrary transfer must pay the cost for this procedure. The Contractor will make every effort to minimize the costs, which will be any expenses for travel, lodging, and extra time billed at \$21.50 per hour. All of these costs over and above the normal grading fees outlined in Schedule B.

Schedule B: Dockside Grading Fees

- 1) \$0.0306069 per pound landed.
- 2) All landings will be charged a trip fee of \$20.48 per landing
- 3) Landings graded at Excluded Ports will be charged normally, plus expenses which will include travel, lodging, and grader's time billed at \$21.50 per hour.
- 4) Should a grader have to wait more than 30 minutes to perform their grading service, due to the company requesting grading services at a specific time, the contractor has the right to bill for the graders time over the first 30 minutes, in addition to the regular fee charged for the service.
- 5) IDG will be responsible for a 40 km and a 30 minute maximum for travel to and from the grading site. Costs in excess of these limits will be billed to processors at \$0.43008 per km and \$21.50 per hour after the first 30 minutes and 40 km.
- 6) Harmonized Sales Tax will be charged in addition to the rates quoted.
- 7) All pounds used for calculating invoices are net pounds (ice, water, etc. excluded) landed.
- 8) Subject to paragraph 5 of this contract, INDEPENDENT DOCKSIDE GRADING INC will provide grading services for the 2025 crab season at rates to be negotiated, provided under the terms of the *Fishing Industry Collective Bargaining Act*, ASP is identified as the processors' organization that represents the majority percentage of crab processors, has the right to collective bargaining on their behalf and is duly authorized to select the official grading contractor as per the 2025 collective agreement.

Schedule C: Covered Ports

Admirals Beach	Durrell	Little Harbour	Salvage
Aquaforte	Englee	Little Port	Seal Cove (F.B.)
Arnolds Cove	English Harbour West	Long Cove	Seal Cove (W.B.)
Baie Verte	Fair Haven	Lords Cove	Seldom
Baine Harbour	Fermeuse	Lower Lance Cove	Shoe Cove
Bauline	Flat Rock	Lumsden	Snooks Arm
Bay Bulls	Fleur De Lys	Lushes Bight	South East Bight
Bay De Verde	Fogo	Mainland	Southern Harbour
Bay Roberts	Fortune	Marys Harbour	St. Anthony
Beaumont	Fox Harbour	Marystown	St. Brendans
Belleoram	Foxtrap	Melrose	St. Brides
Bonavista	Garden Cove	Mings Bight	St. John's
Boxey	Garnish	Moretons Harbour	St. Joseph's
Bragg Island	Glovertown	Musgrave Harbour	St. Lawrence
Branch	Gooseberry Cove	New Bonaventure	St. Lewis
Bridgeport	Grand Bank	New Harbour	St. Lunaire
Brigus	Grates Cove	Nippers Harbour	St. Marys
Brigus South	Greenspond	North Harbour	St. Bernards
Burin	Hants Harbour	O'Donnells	Summerford
Calvert	Happy Adventure	Old Bonaventure	Summerville
Cannings Cove	Harbour Breton	Old Perlican	Sweet Bay
Cape Broyle	Harbour Deep	Orchre Pit Cove	Tickle Cove
Cape St. George	Harbour Grace	Parkers Cove	Torbay
Carbonear	Hearts Delight	Petite Forte	Tors Cove
Carmanville	Herring Neck	Petty Harbour	Triton
Cartwright	Hickmans Harbour	Plate Cove West	Trout River
Catalina	Jacksons Arm	Point aux Gaul	Trouty
Chance Cove	Jacksons Cove	Port aux Choix	Twillingate
Change Islands	Jerseyside	Port De Grave	Upper Island Cove
Cobbs Arm	Joe Batts Arm	Portugal Cove	Valleyfield
Comfort Cove	Keels	Purcells Harbour	Valleypond
Cottlesville	La Scie	Red Harbour	Whiteway
Cow Head	Lamaline	Renews	Wild Cove
Cox's Cove	Lark Harbour	Riverhead	Winterton
Daniels Harbour	Leading Ticks	Rocky Harbour	Witless Bay
Dover	Little Bay Islands	Roddickton	Woody Point
Duntara	Little Burnt Bay	Rouzes Brook	
Cupids	Lawn		

Schedule D: Excluded Ports

Bareneed
Beachside
Cards Harbour
Champneys West
Davis Cove
Fair Island
Ferryland
Grand le Pierre
Harbour Main
Harbour Round
Hare Bay
Harrys Harbour
Hearts Content
Kings Cove
Little Bay East
Long Harbour
Long Island
Long Pond
Makkovik
Open Hall
Parsons Pond
Petley
Pikes Arm
Plate Cove
Portland Creek
Princeton
Quirpoon
Round Harbour
Sandyville
Ship Harbour
Sibleys Cove
Silver Island
St. Philips
Sunnyside
Three Mile Rock
Trepassey
Trinity (T.B.)
Vension Tickle
Wareham
Wesleyville

Schedule E: Liability Arbitration Guidelines

1. The Contractor's limit of liability for all species is \$32,500, including arbitration fee(s). If or when this liability limit is reached, the Contractor is not liable for any further claims and no further claims may be made. A claim must be filed within seven (7) days of the alleged incident.
2. The Contractor is not liable for claims unless negligence or incompetence is proved to be a factor in the loss.
3. The Company must prove the Contractor did not follow proper procedures and that this demonstrably resulted in loss to the Company at the time of dockside grading.
4. As the grading program uses a statistical sampling program with inherent variations that may provide a range of results, a difference in grade results does not necessarily demonstrate Contractor error.
5. Any independent grading results used as part of a statement of claim must be done by a qualified grader using an identical sampling and grading protocol as used by the Contractor.
6. Claims or complaints from second-party buyers or processors will not be considered.
7. Damages will be defined as the weighted purchase value of the product discarded less the product recorded as reject on the grade sheet. Additional costs, such as shipping and handling, labour and materials, will not be considered or included in the statement of claim.
8. The Company must prove the loss. Discarded product must be weighed and disposed of in the presence of an authorized representative of the Contractor and/or an authorized representative of the provincial Department of Fisheries, Forestry and Agriculture (DFFA). Written confirmation of the product weight and the time and date of disposal must be provided.
9. As it is understood that there are many variables which may affect the speed of deterioration of any perishable product, the Company must be able to document that following grading by the Contractor:
 - a) the product was not subject to rough handling or shock during the transportation process,
 - b) the product was always maintained at the recommended environmental conditions and temperatures,
 - c) the recommended temperatures and icing protocols have been maintained during the transportation and holding process,
 - d) the lapse of time after dockside grading was not a factor, and
 - e) continuous custody and control of the product must be demonstrated.
10. If no mutually agreed settlement can be reached, the parties involved will prepare for Final Offer submission to an arbitrator. The arbitrator will receive and assess the Final Offers and will make a final binding decision. All issues and settlements must be addressed and completed within 30 days following the end of the contracted calendar year.
11. The loser of the arbitration is liable for the arbitration fees.



**association of
seafood producers**

10 Fort William Place
Suite 103, Baine Johnston Centre
St. John's, NL A1 1K4
Tel: (709)726-3730
Fax: (709)726-3731

Date: Mar 20, 2025

From: Sherry Day

To:

Re: 2025 CRAB Dockside Grading

If you are processing crab this year, please accept this as an advance funds request to start your 2025 Crab Dockside Grading. **A preliminary (dockside) grading advance, equal to 50% of the previous year grading fees, must be deposited with ASP.**

Based on your last season's invoices, the initial advance amount required is \$

Dockside grading is mandatory under the terms of the Crab Collective Agreement.

NOTE: Any and all outstanding amounts due ASP, grading or otherwise, must also be settled before any grading is authorized.

Mailing address and banking information were included in a separate email already sent to you. Please feel free to contact me if you have any questions.

Best regards,

Sherry Day (grading@seafoodproducers.org)