

## Commercial Fishing Crew Member Agreement

### 1. Purpose of Agreement

This agreement defines the terms of employment of \_\_\_\_\_ (crew member) by \_\_\_\_\_ (vessel owner) aboard the fishing vessel \_\_\_\_\_ during the \_\_\_\_\_ season.

### 2. Terms

This agreement is applicable from \_\_\_\_\_ through \_\_\_\_\_. It may be extended by mutual agreement.

### 3. Payment

The crew member will be paid a crew share of the grounds price value of the catch for all landings made while the crew member was working aboard the boat during the term of this agreement, calculated in one of the two following ways. Check the correct way.

Payment will be \_\_\_\_\_% of the gross landed value of the catch.

OR

Payment will be \_\_\_\_\_% of the net landed value of the value of the catch after deductions for expenses. Expenses to be deducted include (check those that are applicable)

food at the rate of \$\_\_\_\_\_ per day

bait, ice

fuel, oil

observer fees

gear, including nets, pots, lines, etc.

other (list here) \_\_\_\_\_

If required to perform work on the vessel beyond normal pre- and post-season preparation, maintenance and lay-up, the crew member will be paid for that extra work at the rate of \$\_\_\_\_\_ per hour or \$\_\_\_\_\_ per day.

### 4. Retros and Bonuses

The crew member (check one)  does, or  does not receive a share of post season price adjustments, retros, refrigeration or dock delivery bonuses.

If the crew member satisfactorily completes the season, including pre- and post- season maintenance and repair, the crew member will be paid a bonus of \_\_\_\_\_% of the gross or net value of the catch as calculated above.

### 5. Employment/Medical History

#### Employment History

Name of last three (3) employers	Type of Work	Period of employment
_____	_____	_____
_____	_____	_____
_____	_____	_____

#### Medical History

I hereby affirm that the following is a complete and accurate list of all past or present injuries, illnesses, conditions or disabilities:

Describe Injury/Condition	Date of Onset	Name of Physician
_____	_____	_____
_____	_____	_____
_____	_____	_____

**6. Work/Termination Conditions**

*Duties:* Crew member is hired to perform all normal and customary duties consistent with practices for the prescribed fishery. Crew member agrees that all work performed in readying the vessel and its gear for the prescribed fishery and later in taking the vessel out of service, shall be paid for by the crew member’s compensation determined in the “Payment” and “Retros and Bonuses” sections of this agreement.

*Discharge/Jumping Ship:* Crew member agrees that the vessel owner may terminate this employment contract and discharge crew Member at any time for good cause. The following, although not inclusive, are cause for discharge.

- a) Use of drugs or alcohol on board or within 8 hours before reporting for duty.
- b) Failure to conform to reasonable health, safety or living standards.
- c) Failure to meet vessel departure schedules.
- d) Failure to perform delegated tasks efficiently and capably.
- e) Extended incapacity due to sea sickness.
- f) Misrepresentation of previously acquired skills, experience and abilities.
- g) Sleeping while on watch, or negligence in performance of duty.
- h) Insubordination.
- i) Failure to perform in-port cleaning and maintenance.
- j) Harassing other crew members or observers.
- k) Other\_\_\_\_\_

**7. Safety and Survival**

By signing this agreement, crew member attests that he has inspected the vessel, its equipment and ancillary gear, lifesaving and survival equipment, fire and safety systems, and found them to be in good condition. Further, crew member attests that he has his own survival suit meeting Coast Guard requirements of condition, has tried it on, it is in serviceable condition and of appropriate size and fit and he can get in it within 1 minute in accordance with USCG law. Crew member shall immediately notify the owner and/or captain of any condition which he considers unsafe.

**8. Drugs**

Crew member acknowledges and understands that NO DRUGS, other than prescription and/or over the counter drugs, are allowed on the vessel. Accordingly, owners will cooperate fully with public authorities in the criminal prosecution of anyone using or possessing illegal drugs aboard vessel. Crew member authorizes the vessel owner and/or the captain, to at any time, search his belongings and quarters. Crew member hereby consents to a test for drugs. He also agrees that he is subject to immediate termination, with no rights for further compensation and/or transportation back to port where hired, if he is found to violate this clause. Crew member will reimburse and indemnify owner, and the other crew members for all damages and lost income whatsoever which any of them may incur as a result of crew members use or possession of any illegal drug. Possession of illegal drugs or use of drugs on board shall subject crew member to immediate discharge without notice.

**9. Signatures**

Agreed Upon by:

Crew Member (printed name)\_\_\_\_\_ (SSN)\_\_\_\_\_

(address)\_\_\_\_\_ (phone)\_\_\_\_\_

Emergency Contact Name\_\_\_\_\_ (phone)\_\_\_\_\_

Additional Emergency Contact Name\_\_\_\_\_ (phone)\_\_\_\_\_

Captain or Vessel Owner (print name)\_\_\_\_\_

(signed)\_\_\_\_\_ (date)\_\_\_\_\_

**10. End of Voyage Statement**

The following section is to be completed by crew member at the end of employment.

- Agreement Completed
- Agreement not completed due to illness/injury. Date of Injury: \_\_\_\_\_  
What is the current status of injury/illness? \_\_\_\_\_  
\_\_\_\_\_
- Terminated. Termination date: \_\_\_\_\_  
Reason for Termination: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Crew Member Signature: \_\_\_\_\_