

CREWMEMBER EMPLOYMENT CONTRACT

READ THIS VERY CAREFULLY. This Contract details your rights and duties while working as a member of the crew of the F/V _____ **[Insert vessel name]** (hereinafter referred to as “Vessel”). This Contract shall not be amended, except by a written amendment signed by both parties.

1. **PARTIES.** The parties to this Contract are the owner/operator of the Vessel (hereinafter referred to as “Employer”) and _____ **[Insert crewmember’s name]** (hereinafter referred to as “Crewmember”).

2. **LENGTH OF EMPLOYMENT.** Crewmember is employed for the voyage beginning on or about _____ **[Insert date]** (and for that voyage only), which will begin when Crewmember commences duties to ready the Vessel for the _____ **[Insert fishery (eg. Southeast Alaska salmon)]** and ends when the Vessel completes the fishery and the Crewmember has completed all assigned maintenance and provisioning duties to lay-up the Vessel. Employment for any future voyages and the terms of employment will be subject to negotiation between the Employer and Crewmember. The Employer will not have any obligation to offer the Crewmember future employment.

3. **TRANSPORTATION.** Crewmember is responsible for transportation to and from the Vessel. Point of Hire shall be _____ **[Insert city and state]**. If for any reason Crewmember chooses to leave the Vessel prior to the end of the voyage, Crewmember is solely responsible for any transportation expenses.

4. **DUTIES.** Crewmember is hired to perform all normal and customary duties consistent with practices for the prescribed fishery. Crewmember 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 Crewmember’s compensation described in paragraph 5 below.

5. **COMPENSATION.** Crew member shall be compensated as follows:
 - (a) _____ % of the adjusted gross earnings of the Vessel for the time Crewmember is onboard the Vessel, less expenses for food and provisions, the cost of which shall be shared evenly among all persons onboard the vessel. The computation of adjusted gross earnings is based upon the gross cash earnings actually received by the Employer for fish sold, less deductions described in sections (a) and (b) of this paragraph. If the Employer is not paid for fish caught and sold, no compensation will be due Crewmember for production of the Vessel for which payment is not received.

 - (b) Adjusted gross earnings of the Vessel for purposes of this Contract shall be defined as the gross earnings actually received by the Employer less applicable state and local taxes and assessments, in-season moorage, bait, fuel (including oil and lubricants), and the following expenses _____ **[List any additional costs to be deducted from the Vessel’s gross earnings]**.

- c) Unless otherwise agreed by the Employer, the Crewmember shall not be entitled to any portion of any boat and gear allowance, production bonus, Fishermen's Profit Sharing Payment, refrigeration (RSW) allowance or tendering/delivery fees that the Employer may receive from purchasers of fish caught by the Vessel.
6. **CONDITIONS.** Crewmember is subject to immediate termination, with only compensation as has been earned to that date, for any of the following:
- (a) insubordination;
 - (b) use or possession of marijuana, or any other narcotics (excluding prescription drugs and medications prescribed by a licensed physician for the Crewmember) or any drug paraphernalia while on board the Vessel;
 - (c) consumption of alcoholic beverages while on watch or engaged in other duties aboard the Vessel;
 - (d) failure to meet all Vessel departure schedules;
 - (e) being absent without leave in port, or
 - (f) inefficient or dangerous performance of duties as determined by the Employer.
7. **NO UNEMPLOYMENT COVERAGE.** Crewmember is not covered for unemployment insurance purposes unless the Employer chooses to voluntarily cover Crewmember and the rest of the Vessel's crew.
8. **CERTIFICATION OF PHYSICAL FITNESS FOR DUTY.** Crewmember certifies that he or she is in good health and has no physical limitations which may affect the Crewmember's ability to fully perform any and all required physically demanding duties customarily performed by crewmembers working aboard commercial fishing vessels during the term of this Contract. Crewmember certifies in particular that he or she has no pre-existing back or neck injuries and/or conditions, and that Crewmember has not in the past, or is not currently under the care of a medical provider for a chronic injury or condition except as noted on the attached Medical History Report.
9. **EARLY TERMINATION.** This Contract is terminable at will by either the Employer or Crewmember, with or without cause at any time.
- (a) If the Crewmember voluntarily quits before completion of the voyage, Crewmember shall be paid one-half of contracted compensation earned through the date of termination. Crewmember shall be put off the Vessel with the Crewmember's belongings to any port having air service to the place where the Crewmember was hired.
 - (b) If the Crewmember is terminated by the Employer prior to completion of the voyage, Crewmember shall be paid contracted compensation earned through the date of termination.

In addition, the Employer shall provide Crewmember with transportation to the point of hire.

- 10. **END OF VOYAGE STATEMENT.** Upon termination or completion of this Contract, the Crewmember will complete the "End of Voyage Statement", which is part of this Contract.
- 11. **INTEGRATION.** This Contract constitutes the entire agreement between the parties and all prior agreements or negotiations, either written or oral, between the parties are merged herein.
- 12. **FEDERAL LAW APPLIES.** This Contract shall be governed exclusively by the general maritime laws of the United States and applicable United States statutes. The obligations, rights and remedies with respect to the employment relationship established by this crew contract shall not be enlarged, supplemented, or modified by the laws of any state or local jurisdiction.

Date:

Date:

CREWMEMBER SIGNATURE

EMPLOYER OR AUTHORIZED
AGENT SIGNATURE

PERSONAL INFORMATION OF CREWMEMBER

Name:

Social Security #:

Home Telephone:

Cell phone:

Permanent Address:

Notify Person in Case of Emergency:

Telephone:

MEDICAL HISTORY REPORT

I hereby affirm that the following is a complete and accurate list of chronic injuries or conditions for which I have received medical care in the past, or I am currently under the care of medical provider:

<u>Describe injury/condition</u>	<u>Date of onset</u>	<u>Name of medical provider(s)</u>
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I represent and warrant that I am fit for duty and that I have no physical limitations which may limit my ability to fully perform any and all required physically demanding duties customarily performed by crewmembers working aboard commercial fishing vessels. I further represent and warrant that I have no pre-existing back or neck injuries and/or conditions, and that I have not in the past, nor am I currently under the care of a medical provider for any chronic injury or condition except as listed above.

Date: _____

CREWMEMBER SIGNATURE

END OF VOYAGE STATEMENT

The following section is to be completed by the Crewmember. Please check the applicable box(es).

- Contract completed.
- Contract not completed due to. Date of injury: _____
- Contract not completed for reasons other than injury/illness
 - Voluntarily Left Vessel – Date _____
 - Terminated – Date _____

Date:

CREWMEMBER SIGNATURE