

## Crew Member Employment Contract

### Purpose

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

### Term

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

### 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 correct line.

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 applicable)

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

fuel, oil

gear, including nets, pots, lines, etc.

bait, ice

observer fees

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

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

### 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, repair and lay-up, the crew member will be paid a bonus of \_\_\_\_\_% of the  
gross or net value of the catch as calculated above.

### Conditions of Employment

The crew member must perform all duties assigned by the captain and obey all orders.  
The crew member must at all times behave in a seamanlike manner and avoid conflict  
with other crew members.

No illegal drugs or other banned substances are allowed on board.

Alcohol will not be consumed during vessel operation or \_\_\_\_\_ hours prior to operation.

The captain must be kept informed of the crew member's location when in port.

The crew member will engage in no illegal activities during the term of this agreement.

The captain will operate the vessel in a safe and legal manner, and will not order crew  
members to perform unusually dangerous tasks.

Lay-off, Termination, and Voluntary Departure

In the event of slow fishing or failure of the crew member to properly perform duties, the captain may lay off or dismiss the crew member. All earned crew share will be paid. If the crew member breaches this agreement and leaves employment, the captain may deduct \_\_\_% from the crew share, which must be paid on or shortly after departure.

Other Provisions

The following will be provided by (check one): captain or crew member

Transportation to and from vessel	___	___
Rain gear, boots, other clothing	___	___
Survival suit	___	___
Crew member license	___	___
Other (specify)_____	___	___

Medical History

The crew member is required to declare here a previous history of any of the following:

- Back injuries or back pain.
- Heart disease
- Diabetes
- Lung disease
- Hernia
- Broken or dislocated limbs, shoulders, hips, fingers, etc.
- Allergies, food or diet restrictions, substance sensitivities (smoke, noise, dust, etc.)
- Severe seasickness
- Alcoholism, drug dependence
- Other injury or disease that may be aggravated or affect performance of duties

If any of the above is checked, describe condition, circumstances, treatment, and current status\_\_\_\_\_

Other Considerations

Agreed upon by:

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

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

Emergency contact name \_\_\_\_\_ (phone)\_\_\_\_\_

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

Captain or vessel owner (printed name)\_\_\_\_\_

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