

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 the 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, bouys, lines, etc.

___ ice

___ 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.

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 seaman like manner and avoid conflict with other crew members.

No alcohol, illegal drugs or other banned substances are allowed aboard the vessel. Use or possession of such substances is ground for immediate dismissal.

Upon arrival in _____ the crew member will quarantine at the vessel's onshore storage location and abide by all State of Alaska and City of _____ ordinances and mandates in regards to COVID 19.

The captain must be kept informed of the crew member's location when in port and the crew member must gain captain's explicit permission to leave the site of quarantine anytime before launching the vessel and departing from the harbor.

The crew member will wear a face mask, provided by the vessel owner, whenever deemed applicable by COVID 19 mandates or the vessel owner.

The crew member will immediately report to the captain if they experience any of the following symptoms fever (stipulated as a temperature of 100.4 or higher), loss or change in taste or smell, cough, shortness of breath, chills, muscle pain, headache, sore throat, and submit to daily temperature checks.

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 or fails to comply with COVID 19 precautions the captain may deduct up to _____% from the crew share, which must be paid on or shortly after departure.

Other Provisions

The following will be provided by (check one):	Captain	Crew Member
Transportation to and from vessel	_____	_____
Rain gear, boots, other clothing	_____	_____
Survival Suit	_____	_____
Site of quarantine upon arrival for employment	_____	_____
Crew Member License	_____	_____
Face Masks	_____	_____
Other(specify)_____	_____	_____

Medical History

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

__Fever (stipulated as a temperature of 100.4 or higher), loss of taste or smell, cough, shortness of breath, chills, muscle pain, headache, sore throat, within the 21 days prior to arriving in _____

__Contact with anyone confirmed Positive with COVID 19 anytime prior to arriving in _____

__Travel outside of 50 miles of place of permanent residence within 21 days of arriving in _____ excluding travel to report for the season

__Back injuries or back pain

__Heart disease

__Diabetes

__Lung disease

__Asthma

__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 status of current treatment:

Agreed upon by:

Crew member (printed name) _____

(SSN) _____

(address) _____

(phone) _____ (email) _____

Emergency contact _____ phone _____

Crew member signature

date

Notary Public signature and seal

Vessel Owner/Captain signature

date