**FISHERMAN’S WORK AGREEMENT**

 **EMPLOYED FISHERMEN**

**This Agreement is between:-**

**(1)**……………………………………..…….…………………………...........................................

*(insert Fisherman’s full name) hereinafter called the Fisherman*

*…………………………………..….........................…...**(insert date of birth or age (see Note 1)*

*………………*……*……………………….…….…..…….(insert place of birth – town and country)*

**AND**

**(2) ...............................................................................................................................................** ................................................................................................................................................................................................................................................................................................

(*insert name of fishing vessel owner\* or Employer\* or other party to the Agreement as appropriate - see Note 2(1) - hereinafter called the fishing vessel owner\* / employer\*/ [other – please specify]\*)*

**OF**.......................................................................................................................................................................................................................................................................................................................................................................................................................................................

(*insert full address of fishing vessel owner or Employer or other as appropriate )*

 ***WHERE THE FISHERMAN IS EMPLOYED AND THE FISHING VESSEL OWNER IS NOT THE EMPLOYER OF THE FISHERMAN, THE FOLLOWING MUST COMPLETED BY THE FISHING VESSEL OWNER***

**\*3. I / We** .................................................................................................................................... (*insert fishing vessel owner’s name)*

**OF .............................................................................................................................................. ....................................................................................................................................................**

(*insert fishing vessel owner’s full address\*)*

\* Delete if not applicable

hereby guarantee that in the event of the employer named at (2) above failing, for whatever reason, to meet its obligations to the Fisherman named at (1) above under the terms of this Fisherman’s Work Agreement I / We\* as fishing vessel owner(s) undertake to meet those obligations to that Fisherman and at no cost to that Fisherman.

Place where this Agreement is entered into ………………………..………………(*see Note 3*)

Date when this Agreement is entered into ……………………………..……………………......

**Place of Work**

You will be employed on [vessel name and registration number\*] [any vessel owned, managed or chartered by the fishing vessel owner\*]. (*see* [*Note 4)*](http://www.dft.gov.uk/mca/mcga07-home/workingatsea/mcga-healthandsafety/maritime_labour_convention_2006/mcga-ds-ssh-mlc-sea.htm#note3)\* Delete whichever is not applicable

**Voyage or voyages to be undertaken** (if this can be determined at the time of making the agreement) ………………………………………………………………………………………………..

**Capacity in which Fisherman is to be employed**

The capacity in which you are initially employed is ………………………..…....................... (*insert capacity)(see Note 5)*

**Place and date Fisherman is to report onboard for service** (if possible)

…………………………………………………………………………………………………………..

**Provisions to be provided to the Fisherman** (if applicable) *(see Note 6)*

……………………………………………………………………………………………………………

**Wages** (*see* [*Note 7*](http://www.dft.gov.uk/mca/mcga07-home/workingatsea/mcga-healthandsafety/maritime_labour_convention_2006/mcga-ds-ssh-mlc-sea.htm#note4)*(1)*)

Your wages will be ………………………………………..… (*insert amount and currency)* per week\*/month\*/year\* (*delete as appropriate*) (*or insert formula for determining wages)*

**Means of payment of Wages**

Your wages will be payable by……………………………. [*insert method of payment*] at weekly\*/monthly\* (*delete as appropriate*)  intervals on the ……………….[*insert number*] day of each ………….. week\*/month\* (*delete as appropriate)*

[Overtime hours i.e. hours worked outside of normal **hours of work** will be paid at a rate of …………………………(*insert overtime rate)* ]  *(Delete this sentence if not applicable)*

**Notice of Termination of Agreement***(Delete whichever is not applicable)*

**(a) Definite Period Agreement**

Your employment is for a period commencing on …………[*insert* *date*] and ending on …………….. *[insert date]* unless it is terminated for justified reasons in advance of this point or the ship is at sea at that time in which event it will continue until its arrival in port at which point it will terminate.

**OR**

**(b) Voyage Agreement**

Your employment is for the length of the voyage of [*ship*] commencing on …………[*insert date*] from the port of……………………….[*insert name of port*] until …………………[*insert date*] or [her arrival in the port of *……………….[insert name of port]*] at which point it will terminate, unless it is terminated for justified reasons in advance of this point.

**OR**

**(c) Indefinite Agreement** *(see Note 8)*

The length of notice which you are obliged to give to terminate your employment is [*insert notice period*].

The length of notice which you are entitled to receive from the fishing vessel owner to terminate your employment is [*insert notice period which is to be not less the notice period the fisherman is required to give*].

**Protection for fishermen in the event of sickness, injury or death in connection with service and the health and social security coverage and benefits**

(*see Notes 9 and 10)*

If you become sick or injured while on a voyage, you will be paid your normal basic wages until you have been repatriated in accordance with the repatriation provisions set out below.

If you require medical care while you are on board this will be provided free of charge, including access to necessary medicines, medical equipment and facilities for diagnosis and treatment and medical information and expertise. Where practicable and appropriate, you will be given leave to visit a qualified medical doctor or dentist in ports of call for the purpose of obtaining necessary treatment.

In the event of sickness or incapacity, any costs of your medical care which are not met by the host country will be met by the fishing vessel owner; you will be provided with medical care, including medical treatment and the supply of necessary medicines and therapeutic devices and, if necessary, board and lodging away from home until your recovery subject to a maximum period of……………weeks [*insert number*], or until you can be repatriated, whichever is later.

In addition the fishing vessel owner will return your property left on board to you or your next of kin.

In the event of your death occurring on board or ashore during a voyage, the fishing vessel owner will meet the cost of burial expenses, or cremation where appropriate or required by local legislation, *[or repatriate the body where appropriate],* and will return your property left on board to your next of kin.

**Paid Leave** *(see Note 11)*

You are entitled to take ………….(*insert number)* weeks as paid leave in each year of employment. [You will be paid your normal wages during such leave.]

If your employment commenced or terminates part way through the holiday year, your entitlement to paid annual leave will be assessed on a pro rata basis. Deductions from final salary due to you on termination of employment will be made in respect of any paid annual leave taken in excess of your entitlement.

You will be entitled to payment in lieu of paid leave accrued but not taken at the date of termination of employment.

**Repatriation** (*see Note 12)*

You will be entitled to repatriation, at the expense of the fishing vessel owner, if you are in a foreign port when this agreement is terminated:-

* when this agreement expires;
* when this agreement is terminated -
	+ by the fishing vessel owner, for justified reasons;
	+ by you, for justified reasons;
* in circumstances where you are no longer able to carry out your duties under this agreement or cannot be expected to do so.

The entitlement to repatriation entails transport by …………………(*insert means of transport*) to...............................................(*insert place name or country).*:

**NOTE** - You may not be entitled to repatriation at the expense of the fishing vessel owner in circumstances where you have been dismissed for serious misconduct. In such circumstances the fishing vessel owner will still be liable to repatriate you but is entitled to recover from any wages due to you the cost of doing so.

**Maximum duration of service periods after which you are entitled to repatriation**

The maximum period of service following which you will be entitled to repatriation at no cost to you is ……………….weeks *(insert number of weeks) (See Note 13)*

**ADDITIONAL PARTICULARS REQUIRED TO BE INCLUDED BY UNITED KINGDOM LAW**

**Hours of Work** (*see Note 14*)

Your normal hours of work are …………….. *[Insert normal weekly hours or pattern of work, and any differences in rate of pay for hours worked in excess of this, as applicable],*

**Grievance and Disciplinary Procedures**

**(a)  Grievances**

If you have a grievance regarding your employment you should follow the fishing vessel owner’s grievance procedure a copy of which will be provided to you when you join the vessel.

**(b)  Disciplinary Rules and Procedure**

The disciplinary rules applicable to you are set out in the ……………………………….

(enter appropriate reference(s)).

If you are dissatisfied with any disciplinary decision taken in relation to you, you should refer to the disciplinary procedure.

**(c) Pension benefits** *(Delete which ever is not applicable***)** (*see Note 15*)

You will be entitled to the following pension or other benefits ………………….(*insert full details including whether contributory (if so at what rate(s)) or non-contributory and when payable etc*).

**OR**

You will be entitled to join the ……………………….pension scheme (insert details)

**OR**

There is no pension or other benefit entitlement attached to this employment.

**WELFARE CLAUSE**

You have the fundamental right to reasonable access to the full range of available welfare services, including national human rights provisions and protections.  This includes the right to medical treatment ashore. If you are denied reasonable access to these services, you have the right to seek assistance through appropriate channels.

**ADDITIONAL PROVISIONS INCLUDED BY FISHING VESSEL OWNER**

(*See Note 16*)

…………………………………………………………………………………………………………

**CERTIFICATION BY FISHING VESSEL OWNER AND FISHERMAN** (*see Note 17*)

By signing this Agreement the undersigned Fisherman, and the undersigned fishing vessel owner, each confirm that the Fisherman has:-

* + 1. been given the opportunity to review and seek advice on their FWA;
		2. received an explanation of their rights and responsibilities under the agreement before signing it, and
		3. has entered into the agreement freely;
		4. has been offered a translation into his or her own language.

Signature of Fisherman …………………………......................………………….………………

Signature of Fishing vessel owner or Fishing vessel owner’s representative

…………………………….. ……… ……………………….. *(State position held)*

\*Signature of Employer or Employer’s representative …………………………….. ………  *(State position held)*