

Fishery Name

MSC Certificate Holder Forced and Child Labour Policies, Practices and Measures v1.0

1. Introduction

Fisheries and at-sea Certificate Holders (CH) in the Marine Stewardship Council (MSC) program are required to provide a self-description of policies and measures, including regulatory requirements and procedures that are in effect in the Unit of Assessment, to protect fishing crew from forced labour or child labour, as well as any efforts by the private sector. The objective is to require certificate holders to communicate how government, industry, or other relevant entities protect against forced or child labour.

Each fishery and at-sea Chain of Custody client shall provide this information by completing this template. This template should be completed by the client in good faith and be based on information known and available to the client at the time of completion. The information provided should be representative of the range of measures known to the certificate holder.

The completed form will be uploaded to MSC database to be published on the MSC website at the same time as the Public Certification Report.

Guidance for filling in the template is found in the Appendix of this template. Information is required on all issues addressed in the template and should be provided in English, which is the official language of the MSC.

Please complete all unshaded fields. Please fill in N/A if an issue is not applicable, including a short justification for why it is not applicable.

2. Marine Stewardship Council certificate holder forced and child labour policies, practices and measures

Table 2.1 – Certificate holder information

1 Composition of fishery client group on behalf of who the statement is provided	
	<ul style="list-style-type: none"> - Characterise the composition of the fishery client group, including cost sharing entities. - Describe the relationship between cost sharing members of the fishery client group and the vessel owners and operators of the Unit of Certification (UoC).
CH	<p>The clients are the Fishing Vessel Owners' Association (FVOA) and the Deep Sea Fishermen's Union (DSFU), who have formed a tax exempt entity, Eat on the Wild Side to function as the client. FVOA was formed in 1914 as a Trade Association to represent the interests of vessel owners who were longline fishing for Pacific Halibut. The DSFU is the last fishermen's trade Union in the United States representing longline crews out of Seattle. Some of the members of FVOA have a working union contract with the DSFU negotiated by FVOA. The FVOA and DSFU at times have assessed themselves jointly to fund EOWS to maintain the MSC Certification.</p> <p>FVOA and DSFU, through EOWS, have uniquely gifted the MSC certification to all vessels and crews that harvest Alaska Pacific Halibut and Alaska Sablefish. It is through the shorebased processing centers that the chain of custody begins with all offloads. EOWS has contracted with all the shorebased plants that receive Alaska Pacific Halibut and Sablefish and they financially contribute based on volume of sales to the maintenance of the MSC Certification. A List of these companies are: Alaska Glacier Seafood Company; APICDA Joint Ventures consisting of: Atka Pride Seafoods, and Bering Pacific Seafoods LLC; Blue North Trading Co., LLC; Clipper Seafoods; Coastal Villages Seafoods; Copper River Seafoods; Central Bering Sea Fisherman's Assn. (CBSFA) Joint Ventures consisting of: 170 Degrees West LLC, and Village Cove Seafoods LLC; Dana F. Besecker Company, Inc; E.C. Phillips & Sons, Inc.; Glacier Fish Company LLC; Gold River Seafood Ltd.; Golden Harvest Alaska Seafood LLC; Haines Packing Company; Icicle Seafoods, Inc.; International Seafoods of Alaska, Inc.; Kachemak Bay Seafoods; North Pacific Seafood's; Northport Fisheries, Inc.; Ocean Beauty Seafoods; Pacific Seafood Group; Pacific Star Seafoods; Peter Pan Seafoods, Inc.; S.M. Products (BC) Ltd.; Seafood Producers Cooperative; Silver Bay Seafoods; Snug Harbor Seafood; Taku Fisheries; Trident Seafoods; Westward Seafoods, Inc.; Yakutat Seafood's LLC.</p>
2 Responsibility for labour regulation	
	<ul style="list-style-type: none"> - What management authorities and laws, including flag state authorities, control labour-related regulations in the unit of assessment area? - How are laws enforced?
CH	<p>There are three principal entities that control labor on FVOA vessels and vessels homeported in Alaska - the State of Washington, the State of Alaska and the United States Coast Guard.</p> <p>The State of Washington requires crews to be 16 years old or older and to have a Washington crew member license per RCW 77.65.610. (https://app.leg.was.gov/RCW/default.aspx?cite=77.65.610). The</p>

State of Alaska requires crews to be 16 years old or older unless the parents operate the boat. Child labor law can be found at <http://labor.alaska.gov/lss/whhome.htm>. Additional information about commercial fishing and minors can be found at <http://labor.alaska.gov/lss/forms/under16notice.pdf>.

The U.S. Coast Guard requires all commercial fishing vessels to have a crew contract outlining the distribution of proceeds of the catch of fish.

The main management authorities/agencies involved in ensuring fair labor practices and regulations include the Department of Labor and Workforce Development (DOLWD), the United States Coast Guard (USCG), Occupational Safety and Health Administration (OSHA), National Oceanic and Atmospheric Administration (NOAA), Alaska Department of Environmental Conservation and the United States Department of Homeland Security. A main component to labor-related regulations includes workplace safety and the agencies/regulations follow suit.

Notable laws, statutes and regulations ensuring no forced labor, no human trafficking, and fair immigration requirements include the following: The Jones Act (46 U.S.C. 10601), Fair Labor Standards Act (FLSA), Minimum Wage and Overtime [(29 U.S.C. § 213a) – fisheries exemptions], Equal Pay act of 1963 (EPA), Victims of Trafficking and Violence and Protection Act (TVPA), Alaska State Statute.

3 Risk identification and mitigation

- Describe the processes, including government and certificate holder measures, that are in place in the UoC to identify and mitigate any risk of child and forced labour.

Fisheries in Alaska operate under a comprehensive suite of federal and state laws and regulations, in conjunction with enforcement, insurance requirements, and common industry practices, which create a fair and safe working environment, free of any risk of child and forced labor.

There are strict allowable duties and work hours for minors employed in any industry in the United States per the Fair Labor Standards Act of 1938.

Frequent vessel at-sea and dockside inspections by the USCG enforce these regulations as the USCG inspects for proper documentation, licenses, permits, gear, safety gear and training, personal protective gear, employment contracts, vessel stability, etc. Additionally, the USCG holds the authority to enforce all pertinent federal regulations while inspecting/monitoring commercial fishing vessels in Alaska, including legislation related to minimum age requirements, employment contract and employee rights. Every crew member (of any age) is required to have a crew member license to fish commercially in Alaska, this is documented onboard vessels and requires a social security number, address, name, etc.

The U.S. Department of Homeland Security enforces human trafficking laws and regulations in a coordinated effort with the USCG. The *Victims of Trafficking and Violence and Protection Act* (TVPA) combats trafficking in persons, especially into the sex trade, slavery, and involuntary servitude. The TVPA clearly regards human trafficking as a serious crime with felony penalties. Alaska state statute defines the crime of human trafficking as “. . . labor by force or threat of force against any person, or by deception.” Forcing any person against their will to engage in any act that threatens the safety of themselves or others is considered a felony by both state and federal law.

4	Crew recruitment
	<ul style="list-style-type: none"> - Describe the typical methods used to recruit crew in the UoC and describe the migrant composition of crew if any.
CH	<p>Crew are typically recruited within the family members of the ownership of the vessel or from friends and acquaintances of good crew that have been hired. In the off season, there are crew that independently solicit jobs from the vessel owners.</p> <p>All fishing vessels operating in the Alaska Pacific Halibut and Sablefish fisheries are U.S.-flagged and U.S.-owned. Per U.S. federal law (46 U.S.C. 8103), at least 75% of crew members must be U.S. citizens. The remaining crew members may be non-citizens with temporary H-2B work visas. All crew members must hold a crew member license and have a social security number for employment.</p> <p>The composition of the crews by nationality has never been surveyed. Most of the crews are American citizens from a vast variety of foreign cultures, most with northern European ancestry.</p>
5	Engagement with fish worker groups
	<ul style="list-style-type: none"> - Where there is known engagement with fisher, migrant, and worker rights groups, describe how this occurs and the organisations engaged with workers in the Unit of Assessment (UoA).
CH	<p>There has been no involvement with worker rights groups. FVOA does work with the DSFU on its labor contract which provides for a dispute resolution process. A copy of the contract is provided with this questionnaire.</p>
6	Crew contracts
	<ul style="list-style-type: none"> - Describe the nature of contracts or legal work agreements in place in the UoC and the issues addressed in such agreements.
CH	<p>The nature of the crew contracts specifically spells out how costs are shared and what the crew person will be paid. Generally, there are "gross stock expenses" which are costs like state fish landing taxes, moorage fees while fishing, and federal observer fees. This is subtracted from the gross payment for delivered fish. From this amount the vessel charge is taken. This runs between 32% and 40%, depending on the size of vessel and crew size. The remainder is divided by the crew for shares. There are charges specific to the crew such as food. There can be specific reasons for firing a crew such as substance abuse, fighting or leaving the vessel when not authorized. We have attached the Union contract and a non-union contract.</p>
7	Audits and labour inspections
	<ul style="list-style-type: none"> - Describe any 3rd Party audits and certifications on labour, or labour inspections conducted within the UoC in the last two years.
CH	<p>We haven't had any State of Washington or State of Alaska audits of our crew contracts, though the Union contract is on file with the State of Washington, Department of Labor. Our vessels are periodically boarded by the USCG and they have a long list of licenses and paper work the skipper is supposed to have in the pilot house. The crew contract is one of those requirements. We have not had any crew grievances in the last two years with how settlements and costs have been handled.</p>

The USCG is the primary enforcement agency for commercial fishing vessel safety and conducts countless voluntary and involuntary vessel inspections for vessel safety and fisheries regulations in the Alaska commercial fisheries. In 2015, the USCG introduced mandatory dockside safety exams that must be completed for all commercial fishing vessels greater than 50' in length that operate beyond three nautical miles from shore in Alaska. In 2017, over 9,000 commercial fishing vessels were licensed to operate in Alaska. In the years 2014 to 2018, the USCG conducted 2,168 at-sea inspections of commercial fishing vessels in state and federal waters off Alaska for safety and fisheries regulations and documented a 91.9% compliance rate. During this reporting period, the USCG also conducted over 9,000 dockside safety inspections of commercial fishing vessels operating in state and federal waters off Alaska.

The USCG dockside exams cover an extensive set of vessel safety and fishery documentation standards for commercial fishing vessels. The 45 requirements used during dockside inspections cover a spectrum of standards ranging from personal safety/survival equipment to safety training, crew contracts, and manning requirements. A vessel will be issued a Certificate of Documentation (COD) upon completion of a successful dockside exam.

8 National minimum age requirements

- Describe national minimum age requirements for crew members serving on vessels within the UoC.
- Describe systems in place, both regulatory and private sector systems, to ensure that crew members meet national minimum age requirements.
- Describe how this is checked, including enforcement within the UoC by the responsible governing authority or oversight body such as labour inspectors.

CH

Alaska and U.S. labor laws allow exemptions to the "no child labor" law for fishing families through parental exemption and parental consent. A parental exemption is granted to minors working under direct supervision of the parent if he/she is the vessel owner/operator. Minors ages 16 and 17 may be employed on any commercial fishing vessel if parental consent is given and a state work permit is provided and approved (aside from processing vessels). In either scenario, job duties are limited by law. See description in #3 for more details.

9 Repatriation

- Describe how repatriation issues are dealt with in the UoC with respect visits end of contract, voluntary and involuntary termination, and freedom of movement and the extent to which these are included in contracts.

CH

When a crew takes a lay-up in the middle of a season (a season maybe 5 to 6 months for some vessels), the cost of returning home is the responsibility of the crew. If a crewman is injured, the vessel owner pays the cost to return the crew person home and also pays to return the crewman to the vessel. If a crewman quits in mid-season, his cost of repatriation is the responsibility of the crewman. If a crewman is fired for any reason, the cost of repatriation is the responsibility of the vessel owner. Repatriation for injuries was decided in federal courts many years ago and may or may not be cited in a contract. Most contracts have the other examples outlined.

10 Debt bondage

	<ul style="list-style-type: none"> - Describe if there is evidence of systemic practices to impose costs on crew members for placement or brokerage fees, travel to the workplace, visa, medical, safety gear, clothing/protective gear, food at the workplace, communications access, remittance fees, repatriation, etc. - If so, describe such practices and how debt bondage is avoided.
CH	<p>There is no evidence of what is asked for in item 10 being part of the Alaska Halibut and Sablefish fisheries. Alaska Pacific Halibut and Sablefish vessel operators do not use recruitment services that charge a fee to crew members.</p>
11	Grievance and remedy mechanisms
	<ul style="list-style-type: none"> - Please list any policies or measures (e.g. hotline) that are in place for crew voices to be heard and to report and remediate any instances of forced or child labour.
CH	<p>The contract with DSFU provides for grievances in general. There are usually allocation of cost disputes; however, if there was evidence of forced child labor, I cannot believe many in the industry would speak out quickly. The concept of forced child labor is so alien to Washington and Alaska fishermen. Additionally, our society is so ready to litigate, that I cannot thank of a vessel owner who would risk being involved with such behavior. Also, the liability insurance a vessel owner purchases in the U.S is not in force if illegal acts, such as forced child labor, were the underlying reason for a lawsuit.</p> <p>U.S. federal law provides “whistleblower protection” to any worker who files a complaint with OSHA, the USCG, or the crew member’s employer about workplace health and safety issues.</p> <p>Additionally, the Alaska Department of Labor and Workforce Development offers mechanisms for crew members to file grievances about remuneration and wage reimbursements based on verbal or written employment/crew contracts.</p>
12	Identification documents
	<ul style="list-style-type: none"> - Describe policies and practice in place across the UoC to ensure that crew members have free and timely access to their identification documents, including National ID, passports, visas, etc.
CH	<p>The vessels that participate in the halibut/sablefish program generally crew 3 to 6 persons. The crew may put identification documents in a safe place in the wheel house but most keep their documents in their own bunk space. These documents are readily available when a boat comes into port.</p>
13	Additional comments
	<ul style="list-style-type: none"> - Do you have additional comments on labour practices within the UoC?
CH	
14	Date this template was last updated
	<ul style="list-style-type: none"> - DD/MM/YYYY
CH	

SET LINE AGREEMENT

Between the
Fishing Vessel Owners' Association
And the
Deep Sea Fishermen's Union of the Pacific

This Agreement entered into between the DEEP SEA FISHERMEN'S UNION OF THE PACIFIC, hereinafter referred to as the UNION, and the FISHING VESSEL OWNERS' ASSOCIATION, INC., hereinafter referred to as the ASSOCIATION on behalf of the owners listed in Attachment A. This agreement covers the share basis and fishing conditions on Halibut and Black Cod vessels (longline vessels) excluding Freezer Longliners, Processors, and vessels with a crew size of less than 3.

1. Members of the crew, except any captain or owners who owns one-fourth or over in his own vessel, must become and remain members of the Union as a condition of continued employment within 30 days or before their second trip, whichever is later. The Captain and/or owner shall be considered as a member of the crew for all practical purposes in this agreement unless otherwise stated.

2. The Master or agent of a vessel, under the direction of the delegate of that vessel, and upon being presented with an annual written assignment signed by any crew member, or with an annual list certified by the President or Agent of the Union, of such crew members who have signed written assignments which are on file with the UNION, shall automatically withhold annual Union dues and assessments, as approved by the Union membership and certified by the President or Agent of the Union, from whatever shall be due such crew member, and shall forward the amounts so deducted to the Union. Any such assignment shall expire only upon revocation by the Union member. In the event an assignment is filed with an agent of the vessel, the assignment shall apply only to crew members' shares handled by such agent.

3. An inexperienced man, (hereinafter referred to as an inbreaker), going longline fishing for the first time shall be hired from trip to trip on the following basis:

(1) The skipper shall first confer with and obtain the consent of the majority of his regular crew before hiring an inbreaker. (2) SHARE BASIS: Inbreaker shall receive a share to be decided by the crew and skipper by a majority vote, with fair considerations given his contribution to the operations of fishing. His share shall be determined in such a manner until he receives full share. Anyone receiving full share for Black Cod or Snap-on Halibut fishing, shall not necessarily receive full share for conventional Halibut fishing. (3) An inbreaker who is discharged after his first trip because he lacks any potential of becoming a longline fisherman shall receive, from crew expense, at least the cost of his outfit (i.e. fishing clothes, boots, oilskins, gloves, etc.) The vessel shall furnish him transportation to port of hire. (4) A cook, who has had experience cooking on vessels, shall receive a full share, provided he works on deck to the satisfaction of the crew. Otherwise, he shall be considered an inbreaker and same conditions apply as under (2) above.

4. GROSS STOCK shall consist of all income of every kind from fishing operations and shall be distributed by deducting from it the following items in the order given: (a) GROSS STOCK EXPENSE; (b) BOAT SHARE; (c) CREW EXPENSE. The amount remaining after these deductions have been made shall be equally divided, except as provided for in paragraph 3, among all members of the crew including the master; or in case a hole trip results, the deficit shall likewise be divided and paid according to paragraph 19.

5. GROSS STOCK EXPENSE shall consist of the following: moorage fees at out-ports, custom fees, brokerage fees, delivery license, outfit and cargo insurance, watchmen's fees, charges as per paragraphs 22-(5) (b) and 24, fumigation costs when master and crew find fumigation necessary, lay-up fund assessments as agreed to in supplementary agreement between

Union and Association, lost gear, Washington state B&O tax, and observer fees and the costs of administration of IFQ's. No fees will be charged to the crew or taken as a gross stock expense for any initial allocation of IFQ's.

6. BOAT SHARE FROM ADJUSTED GROSS STOCK ON LONGLINING TRIPS for all Association vessels on the effective date for each owner shall be:

TRIPS for all Association vessels on the effective date for each owner shall be:

Vessels fishing on a trip commenced before April 19, 2002	31.5%
Vessels fishing on a trip commenced after April 19, 2002 for the remainder of 2002	37%
Vessels fishing in 2003	38%
Vessels fishing in 2004	39%
Vessels fishing in 2005	40%

Boat share can be negotiated less in order to attract quota not held by the vessel owner. The cost to bring quota share on board will be charged as a gross stock expense.

Any major labor-saving device which will impact crew member's jobs and boat share will be agreed upon between the Association and Union trustees and officers under the rules stated in paragraph 31. The parties agree that the general rule is that any man's share foregone will be shared 50% to the vessel and 50% to the crew. It will be the responsibility of the vessel owner to petition for such a consideration to the Association and the Union. If the Association and Union cannot agree the issue will be submitted to arbitration as stated in paragraph 31 of this agreement. No modifications are allowed without approval by the contracting parties pursuant to this paragraph.

7. CREW EXPENSE shall consist of the following: grub, fuel oil, lubeoil, cup grease, waste or rags, ice, salt, bait, condemned fishing gear, dish towels, tablecloths, broom and mop for living quarters, baiting tent cover maintenance and replacement, medicine chest maintenance, and replacement of broken or damaged kitchen utensils. PROVIDED, however, the boat delegate, cook, and captain shall check the cooking utensils for necessary replacement at the start of the season and the vessel shall be fully equipped with proper crockery dishes and kitchen utensils at no expense to the crew. Broken and damaged utensils shall not mean utensils that are worn out through usage. When a crew replaces damaged or broken utensils, the amount charged to crew expense shall be for a utensil of comparable quality and value as the one replaced.

8. All the fuel oil and lube oil tanks shall be filled and oil paid for by the owner at the start of the season. The tanks shall then be filled and paid for by the crew before settlement at the end of each trip; provided, however, that on any trip which precedes a lay-up of more than eight days' time, or precedes a lay-up during which the vessel is to be drydocked or repaired where having full tanks would not be practical, the amount of fuel and lube oil used on the trip shall be estimated by the master and crew. In no case shall the crew pay for more fuel oil and lube oil than is used.

9. FISHING GEAR shall consist of the following: groundlines, gangions, hooks, beackets, twine, tar, skatebottoms and covers, skate ropes, thimbles, buoys (kegs and bags), buoylines, buoylight complete with batteries and globes, anchors, markbuoys with line and anchor, flag poles complete with weights, floats, (bags), lines and flags; paint for buoys, skatebottoms and covers; files, gaffhooks, dressing knives, choppers, butchersteels, whetstones, scrapers and scraper hose, bait nets, electric lights globes, chain for gear anchors, glass balls and lost gear drag.

10. Fishing gear accepted by the master and crew coming in shall not be condemned going out, but gear in storage for over nine months shall be subject to being overhauled before being accepted. Second hand gear bought by the owner shall be paid for by the crew at the price actually paid. The price charged the crew for replacing lost and condemned gear shall not be more than the purchase price of the new gear on the day the settlement for the trip is made, irrespective of whether the new gear is of higher or lower quality than the gear being replaced. Should an owner change from light to heavy gear or space the hooks closer together, he shall pay the difference in

cost. Likewise, if the case is reversed, the owner shall be entitled to the difference. Fishing gear shall not be used as ship's gear. Sufficient spare hooks (including gangions, tar and twine) shall be furnished by the vessel and kept up by the crew. A complete gear list including gear bought to replace condemned and lost gear shall be made at the start of the season and at the end of the season. The gear list at the end of the season shall be signed by the master and delegate and contain names of crew members. One copy of the gear list shall be turned in to the Union.

11. The crew shall pay their share of the watchman's fees. If a vessel is delayed by repairs or neglect of the master or owner, the owner shall pay for the watchman. If any crew member delays the vessel through neglect, such crew member shall pay for watchman. If no watchman is obtainable, the master shall hire one of his crew for this purpose. The master and delegate shall determine if a watchman is needed in small outside ports.

12. The cost of a life raft and survival suits shall be paid for by the vessel owner and the cost of inspection and maintenance of the life raft shall be deducted from the gross stock of each vessel inspected. The standards shall be agreed upon by the Union, Association, and inspector. It is required by the Association and Union that survival suits for crews and EPIRBS be placed on all vessels. All survival suits acquired under agreement of this paragraph shall remain on board the fishing vessel at all times.

13. The owner shall furnish a medicine chest. It shall then be kept up by the crew. The master and delegate shall determine what is needed each trip.

14. The crew shall not pay any part of tow bills. In cases where income from tows is received, the vessel shall receive 40% boat share from the income after expenses incurred as a result of towing are deducted.

15. The crew shall not pay for grease or any other preparations used for preservation of the anchor cable or anchors.

16. The crew shall not pay for any loss to the fitout due to leaky oil tans, leaky water tanks, leaky pipe lines, or breakdown of propelling machinery when the loss occurs after the attention of the owner has been called to such defective equipment and repairs are not made upon the vessel's return to port.

17. The crew shall not be charged for any item not mentioned in this agreement until the item has been approved by the Union.

18. Settlement shall be made and shares distributed at the end of each trip, except that settlement may be deferred in out-of-way ports upon agreement between the master and crew, and except products sold through a cooperative approved by the Union and Association. Settlement shall be made between the master and his agent and the crew. Delegate shall be present at time of settlement. Itemized bills or receipts shall be produced at time of settlement. A copy of the settlement shall be available aboard the ship.

19. The Union shall urge its members to pay their share of any hole trip. After bills are paid, hole bills shall be paid as follows: when share is \$25.00 or less, nothing shall be taken out; when share is over \$25.00, one-half of the amount from \$25.00 to the full share shall be taken out. Hole bills are not collectable:

- (1) When men are discharged through no fault of their own immediately after a trip when a hole bill is made.
 - (2) When vessel goes into some other trade or goes seining immediately after a trip when a hole bill is made and men are discharged by the captain for reasons other than legal ones.
 - (3) Where the vessel is a total wreck.
 - (4) Where repairs are needed after an accident and the men are not wanted back when the repairs are completed
20. Notice shall be given at time of settlement when a

captain decides to discharge any member of the crew or any member of the crew decides to leave.

21. The owner shall give immediate notice to his crew whenever his vessel is scheduled to be diverted from halibut or black cod fishing to go on a charter or change to another type of fishing. Crew members shall likewise give immediate notice when they are scheduled to leave the vessel before the end of the season. This notice shall be given, if possible, before the opening of the season. The crew shall receive their share of all stores on board when a vessel is sold or goes on charter or into another trade other than halibut or black cod fishing. When such vessels return to halibut or black cod fishing, the crew shall assume all usable stores on board.

22. The crew agrees:

- (1) To do all the work necessary to keep the gear in good condition and rig new gear to replace condemned or lost gear, without any charge to the owner.
- (2) To put gear aboard at start of season and put away the gear at the end of the season, or when vessel leaves halibut fishery, within three (3) days (excluding Sundays and holidays) after the fish is unloaded or vessel arrives in port. Failure of a crew member to perform these duties shall result in a charge as provided in paragraph 23.
- (3) To wash fish hold and keep living quarters in a clean and sanitary condition. The owner may deduct \$5.00 per man per trip during the season, and hire someone to clean the living quarters.
- (4) To clean all paint work inside the bulwarks with some cleansing solution each trip going home, when vessels are to paint up, and at the end of the season. Paint work shall mean: pilot house, inside railings, baiting benches, skylights, hatches, checkerboards, lower part of masts, gaff, boom, and outside railings above guard within reach from deck.
- (5) To discharge fish from tackle to scales and head fish.
 - (a) One member of the crew, approved of by the master and crew, shall attend to the weighing of the fish and he shall assume all responsibility in the master's absence.
 - (b) All crew members shall be present when fish are being discharged. Any crew member who is intoxicated or absent shall be replaced only at the discretion of the skipper. The opinion of the master and one crew member shall be sufficient to determine intoxication. Any crew member who leaves the vessel without justifiable cause upon the vessel's return to port duties required may be fined a portion of the trip as defined in paragraph 23. A vote of the crew is required to determine justifiable cause for the purposes of establishing a fine. The fine shall be divided among those who perform the work of the missing crewman. A minimum fine of \$75.00 shall be levied. A crew member who desires to lay off shall notify the master and a substitute shall be hired. When a substitute is hired, he shall do all the work required of the crew member until the vessel is tied up. If the substitute is hired for

discharging fish, he shall also assist in moving the vessel to its place of tie-up. Rates for heading and unloading shall be \$50.00 for up to 25,000 pounds, plus \$1.25 per 1,000 pounds for the amount over 25,000 pounds in any load. Crew member that is replaced shall bear the cost. If an extra man is hired the cost shall be a Gross Stock expense.

- (6) To load supplies. A sufficient number of the crew shall be present when loading supplies. Cooks must be present when loading groceries.
- (7) To man vessels from port of sale to vessel's home port. When a crew member quits or in case where a crew member's home is at a place other than the vessel's home port and he wishes to leave the vessel, he may be charged, at the crew's discretion, \$8.00 per hour for wheel turns. This sum when collected shall be paid to the man taking his place or among the members of the crew doing his work. In event settlement is made prior to leaving for vessel's home port, the estimated cost of wheel turns shall be deducted from the settlement.
- (8) While the crew is performing these duties, the captain shall be free to perform such other duties as may be required of him as master of the vessel.

23. Any crew member who delays a vessel shall be subject to discharge. Any crew member negligent, absent, or intoxicated, in his duties outlined in paragraph 22, may, at the crew's discretion, be charged a minimum of \$25.00 for each day he fails to perform his work, but not to exceed one day's fraction of the trip. (Example - on a ten-day trip, with a man's share of \$300.00, the charge could not exceed \$30.00 per day. Computation of days shall begin when loading of supplies is begun and shall end when vessel is tied up following discharge of catch.) Such charges when collected shall be paid to the substitute or distributed among the other members of the crew.

24. Any crew member who leaves the vessel, without justifiable cause, at any time during a trip shall not be entitled to any share of the proceeds of the trip. Any crew member who leaves the vessel with justifiable cause shall receive full share from the proceeds of the trip unless he leaves the vessel prior to its departure from the final port before reaching the fishing grounds. In the latter case, he shall receive either \$8.00 per hour for time he spent in taking wheel watches, or a portion of a man's share based upon the number of days he was on board the vessel related to the total number of days involved in the trip computed as per example in paragraph 23, whichever of the two totals is the lesser. The payment to such a crew member shall be charged as Gross Stock Expense.

25. A delegate, who is a paid up member of the Union, shall be elected on each vessel by the crew members (excluding owner). He shall check up bills with supplies received and see that all members of the crew are members of the union in good standing according to paragraph 1 of this agreement. He shall check up on gear each trip. He shall be present at time of trip settlement and see that settlement is made according to this agreement. He shall receive a copy of the settlement and see that it is available on board the vessel. The delegate will also provide a complete copy of the settlement to the Union as rapidly as feasible.

26. The vessel owner and/or master agree that vessels will be equipped with adequate life savings equipment and escape hatches as recommended by the Union and Association.

27. The Association and Union agree to enter into a supplement to this agreement to cover lay-up program and lay-up fund.

28. Over the next four seasons (2002, 2003, 2004, 2005) any vessel owner that ties up his vessel and/or sells more than 30% of his initial quota shares (as held April 19, 2002) in a single year or more than 50% cumulative of his initial quota share during the next four seasons will activate this clause. Exceptions to this include quota sold to Union crew, quota sold to a Union vessel owner, a 1031 election, fish being swapped from one area to another, sinking of a vessel, death of the owner and quota bought outside of initial allocation. Crew members with two years of service on the vessel but less than four years will receive 7% of the average of the last two seasons' wages and for four years or more, the crew member receives 7% multiplied by two of the average of the last two seasons' wages. The period of service determination on the vessel (two or four year) will include the four-year period immediately prior to the execution of the contract.

29. All fish shall be sold on a competitive market except for such fish or fish products as may be marketed through any cooperative approved by the Association and Union. There shall be two grades of halibut. There shall be one grade of all other varieties of fish. All fish not sold according to the above, and all culls, shall remain the property of the owners and fishermen.

30. There shall be no discrimination against any Union member because of Union activity or because of a dispute over the working agreement or any other agreement pertaining to fishing until such dispute has been finally settled between the Association and Union. Any dispute between the captain or owner and crew that cannot be settled on board shall be referred to the Association and Union for adjustment immediately upon arrival in port where the Association and Union have offices.

31. Any dispute including disputes over shares that may arise between the captain or owner of a vessel and a member of the crew of the vessel shall be first referred by the crew member to the delegate aboard the vessel. The delegate and the captain or owner shall attempt to settle the dispute on board. Any dispute between the captain or owner of the vessel and a member of the crew that cannot be settled on board or any other dispute arising under this agreement shall be referred to a hearing committee composed of equal numbers of representatives of both the Association and the Union for determination within 30 days after the completion of the last trip of the vessel for the season. The Association and the Union shall each have one vote in the hearing committee. The hearing committee shall investigate the circumstance of the dispute and make a final and binding determination. If the hearing committee is unable to agree on the resolution of the dispute, at the request of either the Union or the Association the dispute shall be referred to arbitration. The arbitrator shall hear and determine the facts of the dispute and render a decision under this Agreement in writing within 30 days of having the dispute referred to him. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall be selected by agreement between the Association and the Union. If the Association and the Union cannot agree upon an arbitrator, the arbitrator shall be selected by alternately striking names from a list of five arbitrators to be provided by the Federal Mediation and Conciliation Service. Any parties involved in any grievance hearing shall be discouraged by both the Union and the Association from the use of an attorney for representation in that hearing.

32. Subject to the provisions of paragraph 33, this Agreement shall be in full force and effect from April 19, 2002 until January 1, 2006, and continue thereafter from year to year unless notice in writing is given by either party desiring to change or terminate any portion of this Agreement.

Any notice to change or terminate any portion of this Agreement, shall be given during the last year of this Agreement, or during any subsequent year, but not less than thirty (30) days prior to January 1 of the year in which a change is proposed, and shall specify the exact paragraphs for which changes or termination are desired. The party upon whom the notice is served shall have until December 18th following receipt of the notice in which to specify the exact paragraphs which it wishes to change or terminate, and subsequent negotiations shall be confined exclusively to the paragraphs upon which notice is given by both parties. Negotiations shall commence as

quickly as possible following receipt of the thirty (30) day notice.

33. In the event that the state or federal legislation or regulations are adopted which materially either change the status of crewmen, or affect the financial management of the vessel, then the Set Line Agreement will be subject to being reopened by notice given not less than thirty (30) days prior to the end of any year in which such legislation or regulations are adopted. For purposes of this paragraph, legislation or regulations are material if they significantly change the financial obligations of the owner to crewmen, such as by changes to the Jones Act, the general maritime law relating to maintenance and cure, or by the adoption of mandatory health care requiring payments by the owner. Legislation and regulations are also material if they impose significant financial burdens on the owner by reason of mandatory changes to vessel construction, design or equipment.

If the Agreement is reopened pursuant to this paragraph, only those terms affected by the legislation or regulation which resulted in reopening the Agreement are subject to negotiation, and only to the extent of such effect, unless otherwise agreed by all parties to this Agreement.

Agreed to this 10th day of May, 2002.

DEEP SEA FISHERMEN'S UNION
OF THE PACIFIC
A. J. (Beau) Bergeron,
Executive Director

FISHING VESSEL OWNERS'
ASSOCIATION, INC.
Robert D. Alverson
Executive Secretary

To meet US Coast Guard Regulation, Section 10601, of the Commercial Fishing Industry Vessel Safety Act of 1988. The Coast Guard asserts crew members and skipper/owner signatures must be signed below and copy kept in log book of vessel.

Date

Vessel

Skipper/Owner

Crew Members

Date



SET LINE AGREEMENT

between the

Fishing Vessel Owners' Association

May, 2002



and the

Deep Sea Fishermen's Union of the Pacific



CREW MEMBER EMPLOYMENT AGREEMENT

READ THIS VERY CAREFULLY. This contract details your rights and duties while working as a member of the crew of the F/V _____ (hereinafter referred to as "Vessel"). This Agreement shall not be amended, except by a written amendment signed by both parties.

1. **PARTIES.** The parties to this Agreement are the owner/operator of the vessel (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Crewmember").
2. **LENGTH OF EMPLOYMENT.** Crewmember is employed for the voyage beginning on or about _____ (and for that voyage only), which will begin when Crewmember commences duties to ready the vessel for the _____ fishery 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 Owner and Crewmember. The Owner will not have any obligation to offer the Crewmember future employment.
3. **VESSEL INSPECTION.** Crewmember has inspected the Vessel and its equipment and to the best of his or her knowledge finds everything safe and seaworthy.
4. **TRANSPORTATION.** Crewmember is responsible for transportation to and from the vessel. Point of Hire shall be _____. If for any reason Crewmember chooses to leave the vessel or is terminated for failing to abide by the conditions of employment, Crewmember accepts responsibility for any transportation expenses.
5. **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 6 below.
6. **COMPENSATION.** Crew member shall be compensated as follows:
 - (a) _____ % of the adjusted gross earnings of the vessel for the time Crewmember is on the vessel. The computation of adjusted gross earnings is based upon the gross cash earnings actually received by the Owner for fish sold less deductions described in sections (a) and (b) of this paragraph. If the Owner 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 agreement shall be defined as the gross earnings actually received by the Owner less applicable state fish and employment taxes, costs of foods and supplies, in-season moorage, bait, fuel costs and other expenses customarily deducted from vessel earnings.

- c) Unless otherwise agreed by the Owner, the Crewmember shall not be entitled to any portion of any boat and gear allowance, refrigeration (RSW) allowance or tendering/delivery fees that the Owner may receive from purchasers of fish caught by the vessel.
- 7. **CONDITIONS.** Crewmember is subject to immediate termination, with only such regular compensation as has been earned to that date, for any of the following:
 - (a) insubordination;
 - (b) use or possession of any drugs (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.
- 8. **CERTIFICATION OF HEALTH.** Crewmember certifies that he or she is in good health and has no physical disabilities which may affect his or her ability to perform required duties during the term of this Agreement. Crewmember certifies in particular that he or she has no pre-existing back or neck condition and that Crewmember has not or is not now receiving medical treatment except as noted on the attached medical history report.
- 9. **EARLY TERMINATION.** This agreement is terminable at will by either the Owner or Crewmember, with or without cause at any time.
 - (a) If the Crewmember voluntarily quits before completion of the fishery, Crewmember shall be paid one-half of contracted compensation earned through the date of termination. Crewmember shall be put off the vessel with his or her possessions and belongings to the port having air service to the place where the Crewmember was hired.
 - (b) If the Crewmember is terminated by the Owner prior to completion of the fishery, Crewmember shall be paid contracted compensation earned through the date of termination. In addition, the Owner shall provide Crewmember with transportation to the point of hire.
- 10. **END OF VOYAGE STATEMENT.** Upon termination or completion of this agreement, the Crewmember will complete the "End of Voyage Statement", which is part of this agreement.
- 11. **INTEGRATION.** This contract constitutes the entire agreement between the parties and all prior agreements or negotiations, either written or oral, between the parties is merged herein.

12. **FEDERAL LAW APPLIES.** This crew 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

OWNER SIGNATURE

PERSONAL INFORMATION OF CREWMEMBER

Name: _____ Social Security #: _____

Home Telephone: _____ Cell phone: _____

Permanent Address: _____

Notify Person in Case of Emergency: _____ Telephone: _____

END OF VOYAGE STATEMENT

The following section is to be completed by the Crewmember. Please check all applicable boxes.

- ☐ Agreement completed.
- ☐ Agreement not completed due to injury/illness. Date of injury: _____

What is the current status of the injury/illness? _____

- ☐ Terminated. Termination date: _____

Reason for Termination: _____

Date: _____

CREWMEMBER SIGNATURE

EMPLOYMENT/MEDICAL HISTORY REPORT

EMPLOYMENT HISTORY

Name of last three (3) employers

Type of work

Period of employment

_____	_____	_____
_____	_____	_____
_____	_____	_____

MEDICAL HISTORY

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

Describe injury/condition

Date of onset

Name of physician

_____	_____	_____
_____	_____	_____
_____	_____	_____

I represent and warrant that I am fit for duty and that I have no known physical injuries, illnesses, conditions or disabilities at the present time except as noted above. I further authorize the owner/operator or his or her representative to inspect any medical records relating to any past or current injury that I have sustained.

DATED this _____ day of _____, _____.

CREWMEMBER