



California Commercial Fishing Apprenticeship Program Manual

A manual for commercial fishermen
sponsors and apprentices participating in
the apprenticeship program

3rd Edition, March 2024


Sea Grant
CALIFORNIA

This program was developed and is hosted through a partnership between California Sea Grant and commercial fishing communities throughout California, as well as education and training organizations and other Sea Grant programs throughout the region and beyond. The guidelines outlined herein do not all necessarily reflect the views of any of those organizations.

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Welcome

Welcome to the California Commercial Fishing Apprenticeship Program! This program was developed to help address a growing need for qualified people to fill the jobs of commercial fishermen. Nearly 60 percent of California's commercial fishermen are expected to retire in the next 5 to 10 years. Also, regulations, marketing, and management have become increasingly complex, requiring well-trained entrants who can contribute to resource management while also maintaining and developing markets for their catch. The Commercial Fishing Apprenticeship Program is designed to make California commercial fisheries more resilient by training fishermen as they enter fisheries thereby supporting economically, ecologically and socially sustainable fisheries.

This program is coarsely modeled after other apprenticeship programs (e.g., plumbing, construction, automotive, aerospace) and incorporates many of the state standards for such programs. The manual and associated program was designed by California Sea Grant Extension Specialists and members of the San Diego Fishermen's Working Group and Commercial Fishermen of Santa Barbara, with input and support from many other groups including:



Alaska Longline Fisherman's Association; Alaska Marine Safety Education Association (AMSEA); Alaska Sea Grant; California Division of Apprenticeship Standards; Maine Center for Coastal Fisheries; Marine Science Institute, UC Santa Barbara; Miramar Community College; Santa Barbara City College; Scripps Institution of Oceanography, University of California San Diego; University of California San Diego Extension; and U.S. Coast Guard Auxiliary. Financial support for development of the program was provided by the National Fisheries and Wildlife Foundation (NFWF) and the California Sea Grant Program.

This manual introduces commercial fishermen sponsors and apprentices to the program, including roles, responsibilities and benefits of being a host and a student. It describes requirements for entering, advancing and completing the program, with checklists that can be used along the way. We have developed the program with the intention of adapting it to fishing regions throughout the state and elsewhere. It also may serve as a foundation for training programs for other ocean-based careers, such as recreational charter boat operations and aquaculture.

We welcome your input on ways to improve and/or expand the program to benefit communities throughout the nation. Thank you for your interest in the California Commercial Fishing Apprenticeship Program!

Table of Contents

The California Commercial Fishing Apprenticeship Program	1
Workshop Training	3
On-the-Job Training	3
Program Partner Roles	4
Benefits to and Responsibilities of Program Participants	6
Fishermen Sponsors	6
Apprentices	7
Resources	8
Appendix 1: Apprentice Registration and Prerequisite Guide	9
Appendix 2: Workshop Agreement	11
Appendix 3: Sample Crew Member Contract	12
Appendix 4: On-the-Job Logbook	16
Work Topic 1: Safety Gear and Procedures	17
Work Topic 2: Seamanship, Navigation, Operations, Maintenance Competency	19
Work Topic 3: Fisheries Management and Policy Compliance	21
Work Topic 4: Fish Sales, Business & Marketing Strategy	22

The California Commercial Fishing Apprenticeship Program

The California Commercial Fishing Apprenticeship Program is provided through a partnership with commercial fishermen, educators, and California Sea Grant Specialists in fishing communities throughout California (Fig. 1). The standards for entry, wages, hours, working conditions, and the specific knowledge and skills one must master for program certification (Table 1) were set by commercial fishermen with assistance of the partners. The apprenticeship includes two training components: workshop training and on-the-job training.



Figure 1. Organizational structure of the California Commercial Fishing Apprenticeship Program

Table 1. Entrance, advancement and completion criteria for the Commercial Fishing Apprenticeship Program

ENTRANCE CRITERIA	
Minimum age	18 years
Required education	High School Graduation, GED or Equivalent Must be able to read, write and understand English
Entry requirements	<ul style="list-style-type: none"> • Completed interest form • Deposit of \$60, refunded at successful completion of all shore-based training • Swim test certificate or evidence of swim competency (free) • Confirmation of prior experience at-sea • Agreement to complete a urine sample drug test from a local lab (free) • California Boater Card through Boat US Foundation (4-8 hours online; free)
ADVANCEMENT CRITERIA	
Requirements to complete before on-the-job training begins	<ul style="list-style-type: none"> • Attend, satisfactorily participate in, and pass the program's shore-based training • Apply for and receive a California Commercial Fishing License • Pass a probationary period of one fishing trip with sponsor/mentor <u>as a licensed commercial fisherman</u> on a fishing vessel (provide copy of fish ticket)
Starting wage	Variable. Wage is calculated as a percentage of catch earnings, which will vary with boat/crew size, fishery, season, catch amount and selling price.
COMPLETION CRITERIA	
Completion requirements	<ul style="list-style-type: none"> • Meet all advancement criteria • Complete 1,000 hours of hands-on training with veteran fishermen (activity log required) <ul style="list-style-type: none"> o ~150 hours on safety, seamanship, and navigation o ~600 hours on boat and gear operations and maintenance o ~125 hours on fisheries science, conservation, and management o ~125 hours on business
Time commitment:	6 months to 1 year

Workshop Training

The workshop training component entails about 130 hours of interactive and on-line training activities (Table 2) provided over a four-week period. It introduces the apprentices to the concepts underlying key aspects of the occupation, including (1) Fisheries Science, Conservation and Practice, (2) Boat Safety, Seamanship and Navigation, (3) Business, Marketing and Seafood Systems, and (4) Boat & Gear Operations & Maintenance. Upon completion of this program component, apprentices will have had the opportunity to obtain a California Boating card (prerequisite), first aid, CPR and AED training card and a USCG Drill Conductor training certificate (required for commercial fishing).

Table 2. Workshop training needed to fulfill the requirements of the Commercial Fishing Apprenticeship Program. W= in-person workshop or class, OnL=online

Topic	#hours	Workshop (W) or Online Training (OnL)
Fisheries Science, Conservation & Practice	24	Introduction to Fisheries Science, Conservation and Practice (W)
Safety & Seamanship	8	Boat US Foundation California Boating Safety (OnL)
	16	Boater 102: Boat Control (W)
	10	USCG Accepted Drill Conductor Training: Survival Equipment, Procedures and Onboard Drills (W)
	13	Fisherman's First Aid & Safety Training (W)
	2	Boat US Foundation Clean Boating (www.boatus.org/clean-course/) (OnL)
Boat & Gear Maintenance & Repair	15	Diesel Engine Maintenance (W)
	15	Marine Electrical Systems (W)
Business and Marketing	27	Business, Marketing, Seafood System & Soft Skills (W)
Total Hours	130	

On-the-Job Training

The On-the-Job training component entails 1,000 hours of work experience over a 6 to 12 month period. This training includes hands-on experience before, during and after fishing trips in order to prepare, operate, maintain, repair and stow boats and gear. It also covers the sale of the catch. Suggested on-the-job training hours for each category are listed in Table 3, with specific tasks listed in Appendix 1. These are recommended minimum hours within each category, but the number of hours can be redistributed across categories as needed, as long as at least 1,000 hours are completed with some training obtained for each category.



Table 3. Training categories and approximate number of hours of on-the-job training per 6-12 month commercial fishing apprenticeship.

Suggested Hours	Training Categories
125	Fisheries Science, Conservation and Management (e.g., data collections, record keeping, regulations, attend one or more commission or council meetings)
150	Safety, seamanship and navigation (e.g., use and maintenance of safety and navigation equipment; boat handling; vessel stability and emergency response)
600	Boat and gear operations and maintenance (performing common tasks related to watch keeping, being a deckhand, galley duty, prep and operation of fishing gear, monitoring and repair of internal and external vessel features of vessels and fishing gear))
125	Introduction to business and marketing (e.g., seafood handling, storage and safety; marketing, sales and bookkeeping)
1,000	Minimum On-the-Job Training Hours

Program Partner Roles

For this program to be successful, program partners must fulfill specific responsibilities California Sea Grant also serves as a coordinator for the program's Workshop Training component. The associated activities are provided by California Sea Grant in cooperation with a variety of partnering

California Sea Grant & Education Partners

The Program Coordinator, California Sea Grant, coordinates and administers the program, including communicating with fishermen to identify needed classes, coordinating class offerings with the education partners, compiling apprentice achievement records, managing program fees, and seeking funding for apprentice scholarships.

California Sea Grant also serves as a coordinator for the program's Workshop Training component. The associated activities are provided by California Sea Grant in cooperation with a variety of partnering education and training groups including, U.S. Coast Guard, community colleges, adult education institutions, independent training programs, or university extension programs, with some courses offered online via these institutions. Each apprentice is required to enter into a workshop training agreement outlining expectations for completion of this program component (Appendix 2 Workshop Agreement).

Fishermen Sponsors

Veteran fishermen can participate in the program by taking on apprentices for on-the-job training. They will also nominate apprentice candidates for priority admittance into the program. Program partners will help with candidate recruitment within their normal operations (e.g., posts on organization websites and social media), and will increase recruitment efforts if the fishermen request additional help. Each apprentice may be sponsored by one or more fishermen, but a single fisherman will serve as the main contact and ensure that records of completed training skills and time (hours) are kept and submitted to the Workshop Training Coordinator.

Fishermen sponsors must hire the apprentice using the same arrangement as crew members, usually as a contractor. This employment arrangement helps to maintain flexibility for the fishermen sponsors, each of who represents his or her own, often small, independent business; and for the apprentices, who may fish for different vessels (businesses) across seasons. Each veteran fisherman (captain) is required by the Jones Act to provide worker's compensation insurance to crew members, including apprentices, to cover injury obtained on the job and any lost wages due to an injury.

Apprentices

Apprentice candidates must be at least 18 years old, be nominated for the program by a participating licensed commercial fisherman, meet the program entrance criteria to start the program, and then fulfill the advancement and completion criteria to earn a program certificate.

Apprentices enter into a Workshop Training Agreement with the Workshop Training Coordinator, which outlines expectations for that program component. Apprentices work with the Workshop Training Coordinator to ensure advancement criteria are met, and that records of workshop and on-the-job training hours and completed training categories are filed in order to receive the completion certificate at the end of the program. Apprentices will coordinate directly with partnering organizations to obtain external certificates and cards.

Apprentices enter into a crew member contract with each fisherman providing training; each contract outlines the terms and conditions of employment (and termination, if applicable), payment rate and schedule, and rules of the vessel (Sample Crewmember Contract, Appendix 3). Apprentices are usually required to furnish their own hand tools and gear, but arrangements can vary and should be agreed upon between each apprentice-sponsor pair before a crew member contract is signed.



Benefits to and Responsibilities of Program Participants

Fishermen Sponsors

Benefits:

- Stable supply of diverse, well-screened, well-trained, new crew.
- Enhanced relationship with apprentice(s) supporting high crew retention.
- A structured achievable training program that motivates apprentices, making them highly productive and proud of their work.
- A higher percent return on investment in apprentice crew versus crew that has not been trained².
- Reduced worker compensation costs as a result of structured safety training.
- Recognition as a supporter of state and local efforts to train young people in skills necessary to become contributing members of society and their communities.
- Part of a program that contributes to the continuation of economically, ecologically and socially sustainable fisheries in California.
- Part of a team that seeks funds for sponsorships to provide apprentice education scholarships, to help offset training costs
- Improved connections with educators that develop program activities to address industry needs.

Responsibilities:

- Provide diversified work training under competent trainers, including but not limited to topics outlined in this manual.
- Recruit (and ask for help with recruitment, when needed) candidates for entry into the program.
- Review apprentices on the basis of qualifications alone, through fair and impartial procedures applied uniformly to all applicants (California Code of Regulations, Title 8, Chapter 2).
- Maintain records of apprentice's on-the-job training hours and training category achievements, and submit monthly records to the Workshop Training Coordinator.
- Pay apprentice's wages and consider helping with workshop training fees if scholarships are not available, and if the training directly helps with the business.
- Provide reasonably continuous employment to all apprentices sponsored, which may include cooperating with other fishermen to co-sponsor an apprentice.
- Provide training to maintain a work environment free of discrimination and sexual harassment.
- Ensure that on-the-job training represents the best interests of the apprentice as well as the sponsor.
- Ensure compliance with all current Maritime regulations (e.g., Worker's Compensation Insurance as per the Jones Act), Federal and State Labor Laws, U.S. Coast Guard regulations (e.g., safety, citizenship), and International, Federal and/or State fishing regulations.

² An apprentice brings in an average of \$1.47 in revenue for every dollar invested in the apprentice — a 47% return on investment; the cost of not training individuals was much higher. <https://nationalapprenticeship.org/roi>

Apprentices

Benefits:

- Earn wages while training for a career
- Increased wages as skills improve
- Obtain a foundation for a career in commercial fishing through engaging workshop activities that supplement and complement on-the-job training
- Obtain a variety of useful skills while working under the supervision of a knowledgeable, experienced fishermen
- Improved sense of accomplishment and pride in work

Responsibility:

- Make arrangements for and successfully complete all program entry criteria to be considered for program
- Demonstrate a commitment to the program, including successful completion of all training activities
- Provide records showing successful completion of required workshop training activities to the Workshop Training Coordinator
- Pay workshop training fees if scholarships or other funds are not available
- Establish an on-the-job training work schedule with your sponsor(s) and be on time and committed to safely, efficiently and competently completing tasks



Resources

Business and Marketing Resources

- California Commercial Fish Business License Guide: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=40729&inline>
- International Labor Organization, Vocational Training (Fishermen) Recommendation, 1966 (No. 126): http://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:R126
- Market Your Catch: <http://marketyourcatch.msi.ucsb.edu/>
- Sea Grant Fishermen's Direct Marketing Manual: <https://wsg.washington.edu/wordpress/wp-content/uploads/Fishermens-Direct-Marketing-Manual.pdf>

Fisheries Resources

- California Department of Fish and Wildlife Commercial Fishing web page with resources: <https://www.wildlife.ca.gov/fishing/commercial>
- California Commercial Fishing Digest: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=191712&inline>
- California Seafood Profiles, California Sea Grant: <https://caseagrant.ucsd.edu/seafood-profiles/>
- NOAA FishWatch: www.fishwatch.gov
- NOAA Office of Science and Technology, National Marine Fisheries Service: <https://www.st.nmfs.noaa.gov/index>

Safety resources

- **Generate a safety checklist for your vessel**, and use it for safety training of new crew members, and annual refresher trainings for all crew. USCG Website for Commercial Fishing Vessel Owners, Operators and Crew: <https://www.pacificarea.uscg.mil/Our-Organization/District-13/CFVS/>
- USCG Fish Safe Vessel Checklist (to meet requirements of the USCG Vessel Inspection): <http://www.fishsafewest.info/checklist/generator.html>
- **Consider downloading the USCG Boating Safety Mobile Application**
Available at: <https://uscgboating.org/mobile/>

If within cell-phone range, this app will help you:

- | | |
|--------------------------------------|--------------------------------|
| • Find the latest safety regulations | • Find the nearest NOAA buoy |
| • Request a vessel safety check | • Report a hazard |
| • Check your safety equipment | • Report pollution |
| • File a float plan | • Report suspicious activity |
| • Refer to Navigation Rules | • Request emergency assistance |

Training Resources

- Alaska Longline Fishermen's Association Crew Training Program <https://www.alfafish.org/crewtraining>
- Gulf of Maine Research Institute, Marine Resource Education Program (choose West Coast): <https://mrep.gmri.org/>
- Introductory Fisheries Science and Management for Fishermen, North Carolina Sea Grant: <https://ncseagrant.ncsu.edu/news/2019/01/nc-sea-grant-launches-fisheries-science-class-for-fishermen/>
- Louisiana Fisheries Forward Commercial Crab Gear Program: <https://www.wlf.louisiana.gov/page/mandatory-crab-trap-license-training>
- Maine Lobster Apprenticeship Program: <https://www.maine.gov/dmr/science-research/species/lobster/limitedentry.html>
- Rhode Island Commercial Fisherman Apprenticeship Program: <https://www.cfcri.org/apprenticeship.html>
- Young Fishermen's Development Act: <http://fishingcommunitiescoalition.org/yfda/>

Veteran Benefits

- Information on qualifications: www.calvet.ca.gov/VetServices/Pages/Apprenticeship--On-The-Job-Training-Programs.aspx
- Information on Montgomery GI Bill and eligibility: <http://benefits.va.gov/gibill/>

Appendix 1: California Commercial Fisherman Apprenticeship Program (CCFAP)

Registration Guide & Prerequisite Checklist

Thank you for your interest in becoming a California Commercial Fishing Apprentice! Please complete the requirements outlined in this document at least **three weeks before the start of the shore-based training**. Contact us at seacareers@ucsd.edu if you encounter any issues completing the prerequisites by this deadline.

- Completed [CCFAP Interest Form for Prospective Apprentices](#).

You will be asked for your contact information, that of your fisherman sponsor(s), and a little information about your fishing experience and expectations for types of commercial fishing. Please include your sponsor's information knowing that the CCFAP project coordination team may contact them at any time.

Link:

https://docs.google.com/forms/d/e/1FAIpQLSeX7SYnIqifRfOFhEzkSHrhxjmiR0322B_2tvhF4yvdb1yuA/viewform

- **Refundable Deposit**

A refundable deposit of \$60 is required and will be collected before training begins. This deposit will guarantee your spot in the program and will be fully refunded upon full completion of all training modules in the shore-based learning portion. Any anticipated scheduling conflicts preventing workshop attendance must be reported to and approved by the Workshop Coordinator with notice of two weeks or more to be considered an exception for completion. Proof of an emergency will be considered an exception if reported to the Workshop Coordinator in a timely fashion.

- **Prior At-Sea Experience**

Obtain a written note (from a captain, previous employer, etc.) OR a photograph documenting and confirming your previous experience at sea aboard a vessel. Other types of documentation may be submitted as well (i.e. Merchant Mariner Credential). Email to seacareers@ucsd.edu.

- **Swimming Ability**

Perform 100 meter swim test and 3-minute treading-water test. Obtain signature on [Swim Test for CCFAP](#) from lifeguard on-duty at any YMCA, Boys and Girls Club, or public pool. Call the pool ahead for more details and to confirm availability of a lifeguard. Scan or photograph signed form (see following page) and email to seacareers@ucsd.edu. ADD IN EVIDENCE OF SWIMMING COMPETENCY will be considered for exception to a swim test

- **Drug Test**

Please review the [CCFAP Drug/Alcohol Testing Policy](#). If asked to complete a drug test, you will be required to call ahead to a specific lab to schedule an appointment. You will identify yourself as a candidate for the Commercial Fishing Apprenticeship Program with California Sea Grant. During your appointment, you will be required to provide a urine sample and a state-issued proof of identification.

The lab will need to print and provide you with a signed form. Please scan or photograph this form, and email to seacareers@ucsd.edu.

- **California Boater Card**

Go to <https://www.boatus.org/california/> and register for the free California Boating Safety Course. Complete the course and send a copy of your certificate to seacareers@ucsd.edu. If you already have a boater card, send a copy of your current certificate to seacareers@ucsd.edu. Make sure to budget enough time for this, as the online course is expected to take between 4-8 hours including the exam. Keep a copy of your certificate saved or printed as you will be required to show it to the Maritime Institute instructor for the Boater 102: Boat Control course. EDIT THIS PARAGRAPH TO SHORTEN IT (EG, SEND YOUR BOATER CARD COPY TO US)

- **Fisherman endorsement/sponsorship**

It is the apprentice's responsibility to connect with a fisherman who is willing to hire you as a crew member for your 1,000 hours of on-the-job training. Honoraria are available for participating captains. Please fill out the following form with the captain's information and we will connect with them to coordinate and answer questions: [Registration for Commercial Fisherman Sponsors](#).

Appendix 2: Workshop Agreement

California Commercial Fishing Apprenticeship Program

WORKSHOP TRAINING AGREEMENT

Students participating in the shore-based workshops associated with the California Commercial Fishing Apprenticeship Program are expected to complete each course in compliance with the instructors' standards and these policies:

Academic integrity. Integrity of scholarship is essential for a productive, collaborative learning (and teaching) environment. In particular, all assigned work will be completed by the individual(s) to whom it is assigned, without unauthorized aid of any kind.

Attendance. You are expected to attend every workshop session and be on time. Since the workshop activities are largely interactive (short field trips, discussions), there is no way to make up most of the lessons. If you must miss part of a workshop ***because of an emergency***, inform the instructor ***ahead*** of time and we can discuss whether a make-up of some sort is feasible (not guaranteed depending upon what you miss).

Participation. Active participation is crucial for understanding and retaining the material. We will evaluate how readily you jump in, whether you ask thoughtful questions and contribute insightful comments (demonstrating preparation and a desire to understand), and whether you display good citizenship (e.g., work with classmates, respect the environment, respect the instructor, classmates and other guests).

Preparedness. Being prepared means that you have completed any homework assignments, including reviewing the syllabus for the next day, and that you have what personal items you need to participate in the day's activities, including checking and preparing accordingly for weather if an outdoor activity is planned. Suggestions include:

1. Food

- Lunch and snacks. Bring as much food you will need to get you through the 8 hr day, or money if stores or restaurants are nearby and accessible during a break. Lunch and/or refreshments may be included if there is funding available, but they are not guaranteed.
- Drinking water (enough for ~1-2 hrs outside if an outing is planned).

2. Weather proofing! Check weather & activities, then dress and pack accordingly

- Sun: sunscreen, hat, sunglasses, long-sleeved shirt
- Cold, wind, and/or rain
 - i. Layered shirts, fleece, sweatshirt: Best is material that dries quickly (wool, polypro).
 - ii. Wind breaker / rain jacket (and rain pants, if rain is predicted)
 - iii. Closed-toed shoes with adequate sole grip.

Any student violating these policies **may not receive credit for completion of the workshop.**

By signing this form, I understand and will abide by the above policies and by the spirit of the above policies. I will seek assistance when I need help. I will keep a copy of this agreement for future reference.

Printed name

Signature

Date

Appendix 3: Sample Crew Member Contract

Name of business

CREW MEMBER EMPLOYMENT AGREEMENT

This document represents, in its entirety, an agreement for employment as a self-employed subcontracting commercial fishing Crew Member aboard the Motor Vessel (M/V) (*Boat name*), USCG Official Number (#####), operated by (*Business Name*), a California (*business type - e.g., corporation*). This Employment Agreement is between (*Business name*) and the undersigned Crew Member (*crew member full name*). It is agreed by the parties that this Crew Member Employment Agreement begins on (*date*) at the (*Port name and location*).

RECITALS

1. Terms of Employment

- a. The length of employment is unlimited based on the mutual desire of the Undersigned to continue this contract, and shall begin and end at the (*Port name and location*). The undersigned Crew Member(s) warrants that he or she is legally entitled to be employed on the vessel and has met the terms, conditions and requirements of the US Departments of Justice, Homeland Security and State for employment aboard a US flag commercial fishing vessel.
- b. It is clearly understood by all parties to this document that the purpose of employment aboard the M/V (*Boat name*) is for commercial fishing, an occupation requiring long periods of time at sea and containing the potential for danger and/or injury to members of the crew from fishing operations, including working in low temperature freezer storage holds. The undersigned Crew Member clearly understands these conditions and further agrees that he/she will and is able to perform the assigned duties aboard the vessel M/V (*Boat name*) a professional and safe manner as established by the Vessel Master.
- c. Further, the undersigned Crew Member understands and agrees that he/she has truthfully represented that they are experienced in commercial fishing and ocean seamanship as declared to the Vessel Master prior to departure from the above referenced port. In the event of mis-representation of commercial fishing or seamanship experience the Vessel Master shall determine if Involuntary Termination (Discharge) is warranted, and if so the undersigned Crew Member is hereby Discharged from this Employment Agreement subject to the conditions listed below.

2. Payment for Services (Wages)

Payment for services as Crewman shall constitute (*1.0%-enter rate*) of the net gross income from each fishing trip plus a bonus of \$20 for each ton of fish sold, payable in US dollars within five (5) days of unloading each trip.

3. Pre-existing Conditions

The undersigned Crew Member warrants and represents as true and factually correct that they do not now have, nor have in the past had, any physical, mental or emotional condition, including injuries of any nature or kind, drug addiction(s), personality disorders or the like, that they have not fully disclosed to the Vessel Master, and that might in any way affect their ability to carry out the full range of duties associated with the commercial fishing operations of the vessel. Non-disclosure of Pre-existing Conditions which might cause further injury or make it difficult or impossible for a Crew Member to successfully complete their assigned duties aboard the vessel shall be grounds for immediate Involuntary Discharge. The undersigned Crew Member further agrees to indemnify and hold harmless (*Business name*) its officers and stockholders, the Vessel Master and any insurance underwriters for any injuries that might possibly occur as a result of non-disclosure of Pre-existing Conditions by the undersigned Crew Member.

4. Voluntary Termination

The undersigned Crew Member warrants and represents as true and factually correct that they are prepared to complete the entire trip for which they have been contracted. Said Crew Member further understands and agrees that notification of termination of services as Crew Member aboard the vessel in no way reduces their responsibility for proper conduct for the duration of the trip. This responsibility includes, but is not limited to, non-fishing duties aboard the vessel as determined by the Vessel Master and following regulations and standards for the professional and safe operation of the vessel.

In the event of voluntary termination of services as contracted aboard the M/V (*Boat name*), the terminated Crew Member understands and agrees that payment of crew share ends on the date of termination and that no further payment by (*Business name*) is due or shall be made beyond the wages due on the date of termination, less any room and board charges, advances or other crew expenses.

In the event that the undersigned Crew Member voluntarily terminates their services to the vessel before a trip has been completed, the terminated Crew Member shall be responsible for whatever travel costs are necessary for the Crew Member to return to the port of embarkation and/or their home.

5. Involuntary Termination (Discharge)

In the event that it is determined that the undersigned Crew Member is unable or unwilling to fulfill completely 100% of the duties assigned by the Master of the Vessel, and the Vessel Master further determines that the undersigned Crew Member is thereby discharged, it is understood and agreed by all parties to this Crew Member Employment Agreement that the discharged Crew Member will be issued a one-way, prepaid travel ticket for airfare from the port of disembarkation to the original port of embarkation at the completion of the fishing trip.

Further, in the event of involuntary termination of the undersigned Crew Member, it is understood and agreed to by all parties that from the date of termination of services as Crew Member until arrival of the vessel at the unloading port at the end of the fishing trip, the undersigned Crew Member will continue to be responsible for the proper, professional and safe conduct of assigned non-fishing duties on the vessel for the duration of the trip.

Examples of termination for cause include, but are not limited to, the following:

1. Use of illegal drugs or substance abuse
2. Alcohol abuse while under contract
3. Insubordination
4. Harassment; verbal, sexual or physical
5. Failure to capably perform the duties assigned by the Vessel Master
6. Actions which endanger others or the vessel
7. Absent without leave in port or failure to meet vessel departure schedules
8. Misrepresentation by the Crew Member of previously acquired skills, experience or abilities to induce the Vessel Master to hire the Crew Member
9. Failure to live and work in harmony with other Crew Members and the Vessel Master
10. Theft of property of others or from the vessel
11. Failure to disclose a prior (pre-existing) medical or health condition

6. Use of Illegal Drugs or Alcohol Aboard The Vessel

Use or possession of illegal drugs or any alcoholic beverages aboard the vessel will be grounds for immediate dismissal. Civil as well as criminal penalties may be assessed to offending crew members by authorities in the disembarkation port.

7. Possession of weapons aboard the vessel

Crew members are notified that possession of any and all rim and centerfire handguns, shotguns and/or rifles of any caliber, gauge or action aboard the vessel is prohibited. Possession of any firearm by any crew member will be considered grounds for immediate discharge.

8. Crew Member Obligations

1. Crew Member will comply with all fishing, customs and other laws while serving as a crew member. Any fines, fees, penalties or attorney fees incurred as a result of crew member actions will be deducted from Crew Member share at the time such fees are incurred.
2. Crew Member is to inspect the vessel prior to departure and during the conduct of any trip and immediately report any safety concerns to the Vessel Master.
3. Crew Member acknowledges that he or she is familiar with the location and proper use of all safety equipment aboard the vessel.
4. Crew Member acknowledges that a minimum of four (4) days of work on the vessel (Boat Work) will be completed before each trip.
5. Crew Member acknowledges that he or she will be personally responsible for all acts of pollution attributed to his or her actions and/or negligence.
6. Crew Member is not to shoot, injure, kill or harass marine mammals, sea turtles or other protected species. Any accidental interaction with marine mammals or sea turtles is to be reported to the Vessel Master immediately.
7. Crew members are solely responsible for personal property including boots, foul weather gear and all other clothing. Crew members are expected to provide the personal property he or she thinks necessary for their personal comfort, entertainment or performance as crew member. Crew members agree to remove all personal property at the end of each fishing season or when they terminate employment. Any personal items left aboard after the crew member departs the vessel will be discarded.
8. Crew members are advised to seek whatever medical assistance (including physician, dentist or optometrist) might be necessary before joining the vessel prior to departing. In addition, crew members are responsible for personal medications, vitamins and any equipment sufficient to last 6 months or the duration of a trip, whichever is longer.

9. Reporting Injuries or Illness

Crew members are instructed, as per 46 USC 6103, to report any and all injuries, disabilities or illnesses incurred by the crew member to the Vessel Master or Owner's Representative within seven (7) days after the date of the injury, disability or illness. Failure to report within the required time period may preclude crew member from collecting compensation for wages and/or health care.

10. Medical, Disability and Life Insurance

Owners are liable only for medical compensation payments and/or loss of wages to the extent mandated by law and the courts of the State of California. This does not provide for compensation or payment for medical expenses at all times and for all reasons. The Vessel Owner recommends that crew members obtain, at their own expense, individual life, health and disability insurance.

11. Dispute Resolution

Any dispute(s) that might arise out of any terms or conditions relating to or contained in this Crew Member Employment Agreement shall be settled by binding arbitration under the Commercial Mediation Rules of the American Arbitration Association. The prevailing party in any arbitration hereunder shall be awarded reasonable counsel fees, expert and non-expert witness costs and expenses and all other costs and expenses incurred directly or indirectly in connection with said arbitration unless the arbitrator for good cause determines otherwise in his order, in which event the prevailing party shall pay all of its own costs, expenses and fees. The undersigned parties understand and agree that any such dispute shall be arbitrated in Contra Costa County, California under the laws and rules of arbitration of the State of California, including the provisions of Title 9 of Part 3 of the California Code of Civil Procedure, including Section 1283.05 thereof permitting expanded discovery proceedings.

12. Entire Agreement and Amendment

It is understood and agreed to by the undersigned parties that this Crew Member Employment Agreement represents the full and complete agreement between (*Business name*). and the undersigned crew member(s). Any modification or amendment to this Agreement shall be effective only if in writing signed by all parties hereto.

Crew Member agrees that they have read, understand and agree to the terms and conditions of this Employment Agreement, and if there are terms they do not understand they have the right to review this Agreement with an attorney of their choice. If the undersigned Crew Member does not speak or read English as their first language they have the right to have this contract translated into their native language before signing.

By signing this Agreement I waive all claims against the Owner, his/her family, heirs, assigns, other crew members, Vessel Master and the vessel based on any alleged failure to understand the terms and conditions of my employment as stated herein.

This agreement supersedes any and all previous agreements that the undersigned Crew Member might have signed previously with (*Business name*).

Crew Member Signature

Owner's Representative

Crew Member Printed Name

Owner's Representative Printed Name

Date

Date