**SCHEME FOR EMPLOYMENT OF NON-EEA CREW IN PARTS OF THE IRISH COMMERCIAL SEA-FISHING FLEET**

**Minimum Required Terms to be included in a Contract of Employment between the holder of a Sea-fishing Boat Licence (Employer) and crew member (Employee) applying under the Scheme for Employment of non-EEA Crew in parts of the Irish Commercial Sea-Fishing Fleet**

1. **Applicable Law**

This contract is subject to the laws of Ireland.

This Contract will, in particular, be governed by the Terms of Employment (Information) Acts 1994 to 2014, the National Minimum Wage Acts 2000 and 2015, the European Communities (Workers on Board Sea-Going Fishing Vessels) (Organisation of Working Time) Regulations 2020 (S.I. No. 331/2020), the Employment (Miscellaneous Provisions) Act, 2018 and the Organisation of Working Time Act 1997.

1. **Basic Terms**
2. [Full Name of Employee]
3. [Full Name of Employer]
4. [Address of Employer]
5. The employee will be engaged on the following licensed fishing vessel(s) [ ]
6. **Duration of Contract**

This contract is a fixed term contract of twelve months commencing on … **[Please insert specific date]** in accordance with the scheme for employment of non-EEA crew in parts of the Irish Commercial Sea Fishing Fleet (hereinafter referred to as “the Scheme”).

The contract may be renewed for periods of twelve months in accordance with the relevant conditions of the Scheme, including the need to obtain further atypical worker permission (AWP) from the Minister for Justice and Equality [see paragraph 18 of the scheme].

1. **Duties**

The Employee will be employed as [Employer to insert job title]. The Employee’s duties of employment will be …[for the Employer to insert and where the Employer owns more than one vessel, the contract may provide for employment on any of these vessels as named in the contract but each vessel must be registered, licensed and clearly identified].

1. **Notice**

This contract, if not renewed, may be terminated by either party prior to the expiration of its fixed term, upon the furnishing of notice in accordance with the Minimum Notice and Terms of Employment Acts 1973 to 2005.

1. **Wages**

The Employee will be paid for every hour worked at an hourly rate not less than the national minimum hourly rate of pay.

The Employee will receive working time records and payslips according to the manner in which the employee is paid.

The Employee will be paid weekly in arrears into the employee’s bank account.

The Employee will be paid weekly, including during periods of inactivity/boat tie-up, an amount not less than the National Minimum Wage for 39 hours, which equates to a minimum annual wage of €18,556, subject to the employer being entitled to deduct for full board and lodging in accordance with the National Minimum Wage Act (currently, maximum deduction is €54.13 per week or €7.73 per day).

The Employer is not entitled to deduct from the Employee’s wages any sum for the cost of travelling to commence employment and/or repatriation and/or the cost of training or the cost of the AWP.

The Employee shall, in respect of a Public Holiday, be entitled to one of the following:-

-a paid day off on that day

-a paid day off within a month

-an additional day of annual leave

-an additional day’s pay.

The Employee may request, at no cost, a written statement of their average hourly rate of pay for any pay reference period in the previous 12 months.

The Employee shall receive a statement of wages and deductions from wages in accordance with the Payment of Wages Act 1991.

1. **Hours of Work and Break Times**

The Employee will be expected to work the following hours

* [ ] hours per normal day
* [ ] hours per normal week

The Employee’s hours of work and minimum hours of rest will be in accordance with the European Communities (Workers on Board Sea-Going Fishing Vessels) (Organisation of Working Time) Regulations 2003 (S.I. No. 709/2003).

The Employer commits to maintaining records of the employee’s hour of work or rest and annual leave in accordance with the European Communities (Workers on board Sea-Going Fishing Vessels) (Organisation of Working Time) Regulations 2003 (S.I. No. 709/2003) and the Organisation of Working Time Act 1997.

A record of the daily hours of work or rest for the employee, completed monthly in arrears, will be maintained by the Master of the Fishing Vessel(s). This record will be endorsed and signed by the Master and the employee and a copy of the endorsed record will be given to the employee no later than 7 days after the end of the month to which the record relates.

The Employer may make provision for more favourable conditions than those provided for in the European Communities (Workers on board Sea-Going Fishing Vessels) (Organisation of Working Time) Regulations 2003 (S.I. No. 709/2003) as long as they comply with the statutory minimum requirement set out therein.

**7. Organisation of Working Time Act 1997**

The Organisation of Working Time Act 1997 will apply, where applicable, to this employment.

1. **Grievance and Disciplinary Procedures**

The grievance and disciplinary procedures applicable to this employment are attached to this contract of employment [for Employer to insert].

1. **Health and Safety**

The Employer and the Employee commit to complying with their obligations pursuant to the Safety, Health and Welfare at Work Act 2005 (No. 10 of 2005) and the Regulations made there under.

The Employer undertakes that prior to the commencement of the employment, the Employee will be provided (at no expense to him/her) with all appropriate training for the job including safety training. In the first week after the commencement of this contract the Employer will ensure that the employee will undertake, at the Employer’s expense, Basic Safety Training with BIM in accordance with the Fishing Vessel (Basic Safety Training) Regulations, 2001 (SI 587/2001) unless the employee already holds a BIM Safety Card issued within the past five years.  If the employee holds a STCW-95 certificate of having successfully completed one or more of the following elements in the past five years:-

* Personal Survival Techniques
* Elementary First Aid
* Fire Prevention

he or she is not required to retake such element(s) but must complete any outstanding element(s) and the Safety Awareness component of the Basic Safety Training.

The Employer shall furnish to the employee at the commencement of employment a copy of the employer’s health and safety statement.

The Employer shall ensure that all information given to the employee is given in a form, manner and, as appropriate, language that is reasonably likely to be understood by the employee concerned.

1. **Translation of Key Documents**

At no cost to the Employee, the Employer will provide the intended employee a hard copy of the contract of employment and all documents associated with grievance and disciplinary procedures, in his/her native language/a language that the Employee can be reasonably expected to understand.

The English language version will be the legally binding contract.

1. **Data Protection**

The Employer should make appropriate provision in the contract for compliance with their obligations to the employee pursuant to the Data Protection Act.

1. **Vessel**

The Employee confirms during the course of employment that the Employee shall work exclusively on licensed vessel(s) owned by the Employer with the said vessel greater than 15 metres length overall. The said vessel(s) shall be licensed and registered in the Polyvalent, Beamer or Specific Segment of the Irish fishing fleet.

The Employee is entitled to transfer to another employer within the AWP Scheme without this Employer’s consent.

1. **Atypical Working Scheme Permission**

It shall be a condition of this contract of employment that the Employee must not travel to this jurisdiction unless he/she is in possession of an Atypical Working Scheme Letter of Approval and, where applicable, the appropriate entry visa and is in full compliance with the Scheme in place in relation to the Atypical Working at all times during the course of their employment.

1. **Repatriation**

With the exception of those non-EEA crew already in the jurisdiction prior to the commencement of the Scheme[[1]](#footnote-1) and for whom special provision has been made in the Scheme, the employer will be responsible to ensure that the employee is repatriated, at the employer’s expense, to the country where he or she has been habitually resident during a) the 12 months prior to the commencement of this contract or b) if the employee has, within 1 month before the commencement of this contract, worked under a previous contract the subject of the grant of an Atypical Worker Permission under the Scheme, the 12 months prior to the commencement of that contract or c) if the employee has worked under one, or more than one, contract the subject of the grant of an Atypical Worker Permission under the Scheme and where there has been no more than one month in between the end of one such contract and the commencement of the next, the 12 months prior to the commencement of the first of those contract in the following circumstances:-

1. Where the contract of employment ends and no new contract is available to the employee.
2. Where the contract of employment ends in accordance with Clause 4 (Notice) and the employee has not secured a new contract of employment with another qualifying employer.
3. Where no further atypical worker permissions are made available for the purposes of employment to the employer/licence holder, due to a breach of the scheme or any other cause, and the employee has not secured any new contract with another qualifying employer before the end term of this contract.
4. If the Minister for Justice and Equality revokes the permission given to the employee, whether due to a breach by the employee of the scheme or whether due to any other reason, and no further atypical worker permission is given by the Minister to the employee.

**Signed:**

 **Employee**

**Witnessed:**

**Signed:**

 **Employer**

**Witnessed:**

1. The situation of these employees will be considered on a case-by-case basis [↑](#footnote-ref-1)