



Marine Notice No. 46 of 2020

Updated 04 July 2024

Notice to all Fishing Vessel Owners, Agents, Skippers and Fishers

**Council Directive (EU) 2017/159
implementing the Social Partners' Agreement
concerning the implementation of the Work in
Fishing Convention 2007**

1. Background

The Work in Fishing Convention, 2007(C188) was adopted at the 96th session of the International Labour Conference in June 2007. The Convention seeks to ensure that fishermen have decent living and working conditions on board fishing vessels with regard to minimum requirements for work on board; conditions of service; accommodation and food; occupational safety and health protection, medical care and social security. In effect, the Convention aims to create a single, coherent instrument to complete the international standards for living and working conditions for the fishing sector.

The European Union supports the Work in Fishing Convention and on 31 January 2017, Council Directive (EU) 2017/159 was published in the Official Journal of the European Union. This Directive contains a Social Partners' Agreement, concluded on 21 May 2012, which aims to implement the Work in Fishing Convention.

2. Transposition of Council Directive (EU) 2017/159

The following statutory instruments provide for the full transposition of Council Directive (EU) 2017/159

1. European Union (International Labour Organisation Work in Fishing Convention) (Working Hours) Regulations 2019 ([S.I. 672/2019](#))
2. European Union (International Labour Organisation Work in Fishing Convention) (Minimum Age) Regulations 2020 ([S.I. 179/2020](#))
3. European Union (International Labour Organisation Work in Fishing Convention) (Medical Examination) Regulations 2020 ([S.I. 266/2020](#))
4. European Union (International Labour Organisation Work in Fishing Convention) (Food and Accommodation) Regulations 2020 ([S.I. 267/2020](#))
5. European Union (International Labour Organisation Work in Fishing Convention) (Fishing Vessel Owner Liability and Repatriation) Regulations 2020 ([S.I. 332/2020](#))

6. European Union (International Labour Organisation Work in Fishing Convention) (Crew List and Fisherman's Work Agreement) Regulations 2020 ([S.I. 333/2020](#))
7. European Union (Minimum Safety and Health Requirements for Improved Medical Treatment on Board Vessels) Regulations 2021 ([S.I. 591/2021](#))
8. European Union (International Labour Organisation Work in Fishing Convention) (Safe Manning) Regulations 2024 ([S.I. 52/2024](#))

Appendix 1 addresses some of the most frequently asked questions regarding each of the statutory instruments listed above.

3. Enforcement

In order to ensure compliance with these Regulations the Marine Survey Office (MSO) has been designated as the Competent Authority, with the surveyors from the MSO designated as authorised officers with the power to:

- a. at all reasonable times board any fishing vessel while the vessel is in the State;
- b. search and inspect the fishing vessel and any documents or records found on board;
- c. require any person on board the fishing vessel to give him or her such assistance and information including any report, document or record needed by the authorised officer to carry out his or her functions under these Regulations;
- d. inspect, examine and take copies, or extracts from, or take away, if necessary, for the purposes of inspection or examination, any report, document or record that the authorised officer finds in the course of his or her inspection;
- e. detain a fishing vessel in accordance with the Regulations;
- f. issue a notice of direction.

4. Notice of detention

Where a fishing vessel has been detained, the MSO, in its role as competent authority, must serve a notice of detention on the master. The notice of detention will amongst other things, state the reason why the fishing vessel is being detained and specify the action to be taken before the notice will be withdrawn.

When a person on whom a notice of detention has been served complies with the requirements set out in the notice, they must inform the MSO in writing. Where appropriate, the MSO may withdraw the notice of detention.

5. Direction

Surveyors of the MSO also have the power to serve a direction on a master or owner which will set out the reasons for the direction and specify the action to be taken in order to comply with it and the time period within which the action should be taken. Non-compliance with a direction from the MSO is an offence.

Further details on the steps to be taken by the MSO when issuing a direction and steps to be taken by a person in order to confirm compliance with a direction are set out in the relevant

regulations. For example, were a direction to be issued by the MSO in relation to hours of work, the relevant steps to take are set out in Regulation 13 of [SI 673/2019](#).

6. Appeal

A person can take an appeal against a notice of detention or a direction.

For further information on any of the statutory instruments listed above, please contact:

Marine Survey Office
Irish Maritime Administration,
Leeson Lane,
Department of Transport,
Dublin 2,
D02 TR60
Phone: 016783400,
Email: mso@transport.gov.ie

Marine Notices are issued purely for maritime safety and navigation reasons and should not be construed as conferring rights, granting permissions or as a legal interpretation.

Irish Maritime Administration,
Department of Transport,
Leeson Lane,
Dublin 2, D02 TR60,
Ireland.

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Encl: Appendix 1 – Frequently Asked Questions
Appendix 2 – Sample Fisherman’s Work Agreement
Appendix 3 – Sample Blank Form to record hours of work/rest
Appendix 4 – Sample Completed Form to record hours of work/rest

For any technical assistance in relation to this Marine Notice, please contact:
The Marine Survey Office, MSO@transport.gov.ie
For general enquiries, please contact the Maritime Safety Policy Division,
MaritimeSafetyPolicyDivision@transport.gov.ie
Written enquiries concerning Marine Notices should be addressed to:
Dept. of Transport, Maritime Safety Policy Division, Leeson Lane, Dublin 2, D02 TR60, Ireland.
email: MarineNotices@transport.gov.ie or
visit us at: <https://www.gov.ie/en/organisation/department-of-transport/>

Appendix 1:

Overview of legislation that give effect to Council Directive 2017/159/EU.

S.I. 672/2019 European Union (International Labour Organisation Work in Fishing Convention) (Working Hours) Regulations 2019

What is the objective of these Regulations?

These Regulations implement the provisions of Article 11 of the Annex to Council Directive 2017/159/EU. They prescribe maximum hours of work and minimum hours of rest for workers on board Irish sea-going fishing vessels. They also set out the records to be maintained and the enforcement powers available to the Marine Survey Office for breach of the regulations.

Who and what do these Regulations apply to?

These Regulations apply to fishermen working aboard Irish registered sea-going fishing vessels.

What are the current maximum hours of work and minimum hours of rest for workers on board sea-going fishing vessels?

Based on an average of 48 hours of work a week (calculated over a 12-month reference period), the following limits shall apply to a worker on board:

- a) maximum hours of work which shall not exceed 14 hours in any 24-hour period, and 72 hours in any seven-day period;
- b) minimum hours of rest which shall not be less than 10 hours in any 24-hour period, and 77 hours in any seven-day period.

It is an offence for an owner and master not to comply with these requirements.

When providing for the minimum rest period of 10 hours, a master may allow this to be broken into two separate periods. However, one of the periods must be for at least 6 hours and there can be no more than 14 hours between the first and second rest period.

Who is responsible for recording the fisherman's hours of work and rest?

The master, or a person authorised by the master, is responsible for maintaining a record of each fisherman's daily hours of work and rest.

Each record is to be completed monthly, in arrears, and is to be approved by the master (or a person authorised by the master), and by the relevant fisherman within 7 days after the last day of the month. Each fisherman should be given a copy of the approved record. These records are to be kept onboard and should be saved for at least one year from the date of its making. It is an offence for a master not to comply with this requirement.

A sample blank form which can be used as evidence of compliance with these Regulations can be found at Appendix 3 with a sample completed form at Appendix 4.

Is it possible to suspend the scheduled hours of rest for a fisherman?

If there is an immediate risk to the safety of the vessel, the persons on board or the catch, or if another boat or person at sea requires assistance, the master may suspend a fisherman's scheduled hours of rest.

As soon as possible, after normal service has been restored, compensatory rest must be provided to the fisherman.

Do these Regulations apply to share fishermen?

Regulations for hours of work and rest for share-fishermen are covered by European Union (Workers on Board Seagoing Fishing Vessels) (Organisation of Working Time) (Share Fishermen) Regulations 2020 ([S.I. 585/2020](#)). However, the requirements with regard to hours of work and rest for share fishermen are the same as for fishermen under contract. The same enforcement provisions also apply.

S.I. 179/2020 European Union (International Labour Organisation Work in Fishing Convention) (Minimum Age) Regulations 2020

What is the objective of these Regulations?

These Regulations give effect to the provisions of Article 6 of the Annex to Council Directive 2017/159/EU and set out the minimum age for work on board a fishing vessel.

What is the minimum age from which a person can be employed to work on a fishing vessel on a permanent basis?

The owner of a fishing vessel may employ a person for work on board a fishing vessel when that person -

- a. has reached the age of 16 years, or
- b. has completed 3 years of post-primary education,

whichever occurs later.

So a person that has completed 3 years post primary education by the age of 15 must wait until they turn 16 before they can be employed aboard a fishing vessel on a permanent basis.

Can a person under 16 be employed on a fishing vessel during the school holidays?

The owner of a fishing vessel may employ a person who is over the age of 15 to perform light work¹ on board a fishing vessel during the school holidays provided that –

- a. the hours of work do not exceed 7 hours in any day or 35 hours in any week,
- b. the work is not harmful to the safety, health and development of the person,
- c. the person does not do any work for a period of at least 21 days during the summer holidays, and
- d. the person receives the minimum rest periods as outlined in the Protection of Young Persons Act of 1996.

Can a person under the age of 18 work on board a fishing vessel at night?

In general, a person under the age of 18 may not perform night work on board a fishing vessel. However, a person over the age of 16 may be permitted to perform night work where –

- a) the effective training of a person, participating in an established training programme, would be impaired if he or she did not perform night work;
- b) the specific nature of the duty or an established training programme requires the person to perform duties at night and the competent authority determines that the work will not have a detrimental impact on the person's health or well-being.

When a person under the age of 18 is required to perform night work, the appropriate compensatory rest period should be provided.

¹ Light work is defined by S.I. 179 of 2020 as assisting with the navigation of the fishing vessel under the supervision of a fisherman, and any activities relating to the manual handling and non-automated processing of catch on board the fishing vessel.

Are close relatives under the age of 15 permitted to work on board a fishing vessel?

No. Persons under the age of 15, including close relatives of the fishing vessel owner, are no longer permitted to work on board fishing vessels.

S.I. 266/2020 European Union (International Labour Organisation Work in Fishing Convention) (Medical Examination) Regulations 2020

What is the objective of these Regulations?

S.I. No. 266/2020, gives effect to Articles 7, 8 and 9 of the Annex to Council Directive 2017/159 (EU) and requires fishermen to undergo a medical examination and have a valid medical fitness certificate issued to him or her prior to taking up work aboard a fishing vessel.

Are all fishermen required to have a valid medical fitness certificate?

All fishermen working on board a sea-going commercial fishing vessel must have a valid medical fitness certificate, other than those working on Category C vessels which:

- are less than 15 m length overall; or
- remain at sea for 72 hours or less.

Where can I undergo the necessary medical examination?

An applicant for a medical fitness certificate should make an appointment with a doctor approved by the Department. A list of Approved Doctors and their contact details is set out in [Marine Notice 34/2020](#). The Marine Notice outlines the Seafarer/Fisher Medical Examinations Scheme, including the medical and eyesight standards to be applied.

How long is a medical fitness certificate valid for?

For fishermen under 18 years of age the medical fitness certificate is valid for up to 1 year. For all fishermen aged 18 and over the medical fitness certificate is valid for up to 2 years. If a fisherman is certified as fully fit to carry out their duties the medical fitness certificate will be valid for the maximum time scale. An Approved Doctor may consider it necessary, on medical grounds, to issue a certificate of shorter duration.

Do I need to bring anything with me to the medical examination?

Any fisherman attending a medical examination must bring the following:

- Personal photographic identification (e.g. passport, discharge book)
- Seafarer ID number;
- Previous medical fitness certificate, if applicable.

The form of identification and the document number will be recorded on the medical fitness certificate.

An Approved Doctor will be unable to issue a medical fitness certificate without the Seafarer ID number.

I don't have/can't remember my Seafarer ID number – what do I do?

If you do not know or cannot remember your Seafarer ID number, you should contact the Department by email at admin@seafarers.ie after which you will either be issued with a self-registration link or your Seafarer ID number if you had registered previously.

How much does a medical examination and issue of medical fitness certificate cost and who is responsible for the cost?

The maximum fee that may be charged for a full medical examination and issue of a medical fitness certificate is €150.00. The fisherman and/or the employer should meet all fees. Tests, which do not form part of the medical examination, are not covered by the fee, and may be charged for separately. The charges for confirmatory colour vision testing at the designated centres will be the responsibility of the fisherman. The maximum costs for all the services will be as follows:

- Seafarer/Fisherman Medical Examination & issue of Medical Fitness Certificate – Maximum of €150.00.
- Confirmatory Colour Vision testing which includes Holmes Wright B Lantern & City University test – Maximum of €150.00.
- Drugs/Alcohol testing – Maximum of €50.00 for initial test plus additional charge if chain of custody confirmatory testing is required.

What if I am not happy with the decision of the Approved Doctor?

If you are not happy with the decision of the Approved Doctor you may appeal that decision and you should apply to the Department for a further examination. The Department will refer the appeal to a Medical Referee.

Under what circumstances can I appeal the decision of the Approved Doctor?

You can appeal the decision of the Approved Doctor where the medical fitness certificate:

- states that a person is not medically fit to perform his/her duties as a fisherman;
- states that restrictions or conditions apply to the work the fisherman may perform;
- states that a person is medically fit to perform his/her duties as a fisherman after indicating to the Approved Doctor that he/she is not medically fit to perform their duties;
- states that a person is not medically fit to perform his/her duties as a fisherman and the medical reason for that certification has disappeared;
- states that restrictions or conditions apply to the work the fisherman may perform and the medical reason for those restrictions or conditions have disappeared;
- has been suspended or revoked.

Can I appeal the decision of the Approved Doctor at any time?

The timescale to apply for an appeal is within 1 month of:

- the date of issue of the medical fitness certificate;
- the notification of the suspension or revocation of the medical fitness certificate; or
- the disappearance of the medical reason for the certification.

What do I need to submit in order to appeal the decision of the Approved Doctor?

If you wish to appeal the decision of an Approved Doctor, you should submit your medical evidence to the Medical Referee, which should be substantial and evidence based.

How long does an appeal take?

The Medical Referee will carry out a medical examination as soon as practicable. The results of the appeal will be either a rejection of the appeal or an upholding of the appeal. The decision of a Medical Referee is final.

S.I. No. 267/2020 - European Union (International Labour Organisation Work in Fishing Convention) (Food and Accommodation) Regulations 2020

What is the objective of this Regulation?

S.I. No. 267/2020, gives effect to Articles 3, 21, 22, 23, 24 and 25 and Annex II of the Annex to Council Directive 2017/159 (EU) dealing with the food and accommodation to be afforded to fishers while on board fishing vessels.

What are the responsibilities of the master of a fishing vessel regarding the provision of food?

It is the responsibility of the master of a fishing vessel to ensure that the food carried and served on board the fishing vessel is of suitable nutritional value, and of sufficient quality and quantity having regard to -

- a. the number of fishermen on board,
- b. the nature and duration of the voyage, and
- c. the religious requirements and cultural practices of the fishermen on board in relation to food.

Who is responsible for the provision of drinking water?

It is the responsibility of the master of a fishing vessel to ensure the drinking water provided on board the fishing vessel is of sufficient quality and quantity having regard to the number of fishermen on board the vessel and the nature and duration of the voyage.

Who is responsible for paying for the food and water provided on board the fishing vessel?

The owner of the fishing vessel is responsible for ensuring that food and water are provided free of charge to all fishermen while they are on board the vessel.

However, the cost of providing food and water may be recovered by the owner as an operational cost where this is provided for in either a collective agreement governing a share system, or a fisherman's work agreement.

Which vessels do these Regulations apply to?

The food requirements of this Regulation apply to all sea-going fishing vessels irrespective of size.

The accommodation requirements of these Regulations differ depending on the size of the fishing vessel. For example, Part 4 of these Regulations apply to decked vessels of 15 metres in length overall (Loa) and over but less than 24 metres in length, while Part 5 applies to decked vessels of 24 metres in length and over.

What are the responsibilities of the fishing vessel owner under these Regulations?

The owner of a fishing vessel to which these Regulations apply is responsible for ensuring that the food and accommodation on their fishing vessel meets the requirements of these Regulations generally.

In addition, a fishing vessel owner must ensure that any new fishing vessel or any fishing vessel that has had the accommodation reconstructed or substantially altered after 16 November 2017 meets the requirements of either Part 4 or Part 5 of the Regulations, depending on the size of the vessel. In both instances, the fishing vessel owner must ensure that the accommodation provided shall have due regard to hygiene and overall safe, healthy, and comfortable conditions.

How is a “new fishing vessel” defined in relation to the food and accommodation regulations?

A new fishing vessel is defined as a decked fishing vessel for which:

- (a) the building or major conversion contract has been placed on or after 16 November 2017;
- (b) the building or major conversion contract has been placed before 16 November 2017 and which is delivered three years or more after that date; or
- (c) in the absence of a building contract, on or after 16 November 2017 –
 - (i) the keel is laid;
 - (ii) construction identifiable with a specific vessel begins, or
 - (iii) assembly has commenced comprising at least 50 tonnes or one per cent of the estimated mass of all structural material, whichever is less.

Are these the only Regulations in place in relation to food and accommodation?

No. The Safety, Health and Welfare at Work (Fishing Vessels) Regulations, 1999 (S.I. No. 325 of 1999) continue to apply to fishing vessels of 24 metres and over and the Merchant Shipping (Safety of Fishing Vessels) (15-24 Metres) Regulations 2007 (S.I. No. 640 of 2007) continue to apply in the case of fishing vessels 15 metres in length overall (Loa) and over but less than 24 metres in length.

Who is responsible for approving the plans for newly constructed, substantially altered or reconstructed vessels?

Before the construction of fishing vessels covered by these Regulations commences, or the accommodation of an existing vessel is substantially altered or reconstructed, detailed plans regarding the proposed accommodation must be submitted to the Marine Survey Office for approval.

S.I. 332/2020 European Union (International Labour Organisation Work in Fishing Convention) (Fishing Vessel Owner Liability and Repatriation) Regulations 2020

What is the objective of these Regulations?

These Regulations implement the provisions of articles 19, 26, 27, 29, 30, 31 and 32 of the Annex to Directive 2017/159 and set out the responsibility of the owner and master with regard to medical care aboard and ashore following an illness or injury during the course of work, health protection and repatriation.

What is the fishing vessel owner responsible for under these Regulations?

Under these regulations the fishing vessel owner is required to:

- ensure fishermen receive appropriate free medical attention while on board.
- provide medical care and health protection when landed in a port outside the State and cover the costs of such care and any other material assistance.
- make provision as necessary under certain circumstances for the repatriation of a fisherman from a port outside the State, the cost of which is to be borne by the vessel owner.
- ensure sufficient insurance cover is in place to cover the costs associated with his/her responsibilities where a fisher becomes ill or injured while in the course of their duties.

Who and what vessels do these Regulations apply to?

The provisions of the Regulations relating to medical care, health protection and financial protection (i.e. Regulations 5, 6, 7 and 12) apply to all fishermen working aboard fishing vessels engaged in sea-fishing, wherever they may be, including share fishers.

The provisions of this Regulation which relate to repatriation (i.e. Regulations 8, 9, 10 and 11) apply to all fishermen working aboard fishing vessels engaged in sea-fishing, while in a port in a state other than Ireland, including share-fishers.

What are the duties of a fishing vessel owner in relation to a fisherman's medical care and health protection?

The owner of a fishing vessel is responsible for the provision of medical care and health protection to any fisherman from the fishing vessel, while the fisherman is either—

- a. on board the fishing vessel
- b. landed in a port outside the country responsible for the fisherman's social security protection².

What are the duties of the master in relation to a fisherman's medical care?

A master of a fishing vessel is responsible for ensuring that in the event of serious injury or illness, a fisherman is taken ashore in a timely manner in order to receive appropriate medical care.

Who covers the cost with regard to the fisherman's medical care?

The owner must cover the cost of any medical care and related material assistance and support during medical treatment, while the fisherman is landed in a port outside the country responsible for the fisherman's social security protection³.

If for some reason, the fisherman incurs any costs related to his or her medical care, they are entitled to recover these costs from the fishing vessel owner.

When is a fishing vessel owner not responsible for meeting the cost of the fisherman's medical care?

An owner is not responsible for meeting the cost of the fisherman's medical care where:

- a. the fisherman experiences an injury which occurs otherwise than in the service of the fishing vessel⁴,
- b. the sickness or infirmity existed on the date on which the fisherman entered into his or her fisherman's work agreement, and the fisherman concealed the sickness or infirmity from the owner, or
- c. the owner proves that the injury or sickness was due to gross misconduct of the fisherman.

² In this instance, health protection and medical care includes medical treatment and related material assistance and support during medical treatment.

³ Where medical care and related medical assistance and support during medical treatment, is provided outside the State, it is important to note that the duty of the owner is limited to such expenses as the country responsible for the fisherman's social security protection does not cover under its social security system.

⁴ An injury occurs in the service of the fishing vessel if it –(a) first occurs to a fisherman during the period beginning on the date the fisherman first reports for service on board the fishing vessel and ending on the date on which the owner's duty to repatriate that fisherman ends, or (b) first occurs after the period referred to in paragraph (a) but is caused by circumstances or events arising during that period.

In those instances when the State is not responsible for a fisherman's social security protection, who is responsible?

Where the State is not responsible for a fisherman's social security protection, the owner of the fishing vessel upon which the fisherman works shall be responsible for the provision of protection to that fisherman. The protection for which the owner is responsible is to be equivalent to the protection provided by the State to a fisherman for whom the State is the country responsible as regards social security protection. The owner must ensure that the level of protection afforded to the fisherman be set out in the fisherman's work agreement (see SI 333/2020).

Is it necessary to have a contract of insurance before proceeding to sea?

It is the responsibility of the owner to ensure that before a fishing vessel proceeds to sea that there is a contract of insurance in place, which provides sufficient financial assurance to enable the owner to meet any liabilities or financial responsibilities where a fisher becomes ill or injured while in the course of their duties.

It is the responsibility of the master to ensure that proof of the contract of insurance is carried and displayed in a prominent position on board the fishing vessel.

What is the duty of a fishing vessel owner in relation to repatriation?

In certain circumstances, a fishing vessel owner is required to repatriate a fisherman from a port outside the State.

In what circumstances is a fishing vessel owner responsible for repatriating a fisherman?

A fishing vessel owner must arrange for the repatriation of a fisherman from a fishing vessel which enters a port outside the State or, where the fisherman is transferred from a fishing vessel to a port outside the State, from that port:

- a. where his or her fisherman's work agreement has expired;
- b. where, for justified reasons, his or her fisherman's work agreement has been terminated by one or more of the parties to that agreement;
- c. where the fisherman is no longer able to carry out his or her duties under his or her fisherman's work agreement or cannot be expected to carry out those duties in the specific circumstances⁵;
- d. where the fisherman has completed a maximum period of three month's service on board the fishing vessel, irrespective of the number of voyages undertaken by the fisherman during that three-month period.

Who is responsible for meeting the cost of the fisherman's repatriation?

The owner is responsible for meeting the cost of the fisherman's repatriation, except in those instances where the fisherman has acted in material breach of his or her obligations under his or her Fisherman's Work Agreement.

What destination is a fisherman entitled to be repatriated to?

A fisherman is entitled to be repatriated to the destination named in his or her Fisherman's Work Agreement, or such other place as may subsequently be agreed with the owner.

If the destination of repatriation is not identified, a fisherman is entitled to repatriation to the fisherman's choice of the following destinations:

⁵ Examples include (a) where the fisherman has an illness, injury or other medical condition which requires that he or she be repatriated when found medically fit to travel; (b) where the fishing vessel has been shipwrecked; (c) where the owner is unable to fulfil his or her legal or contractual obligations to the fisherman following insolvency, sale of the fishing vessel or a change in the registration particulars of the fishing vessel such that it is no longer registered in the State.

- a. the place at which the fisherman entered into the fisherman's work agreement;
- b. the place agreed with the owner at the time of repatriation; or
- c. the fisherman's country of residence.

When has a fishing vessel owner fulfilled their duty to repatriate a fisher?

The duty of the owner to repatriate a fisherman shall be fulfilled where–

- a. the owner makes reasonable arrangements for repatriation which are unsuccessful because of the fisherman's conduct,
- b. notwithstanding reasonable endeavours, the owner is unable to contact the fisherman for a period of three months or more, or
- c. the fisherman confirms in writing to the owner that repatriation is not required.

In what circumstances is a fishing vessel owner no longer responsible for repatriating a fisherman?

The owner is no longer responsible for repatriating the fisherman where:

- a. the owner makes reasonable arrangements for repatriation which are unsuccessful because of the fisherman's conduct,
- b. notwithstanding reasonable endeavours, the owner is unable to contact the fisherman for a period of three months or more, or
- c. the fisherman confirms in writing to the owner that repatriation is not required.

S.I. No. 333/2020 - European Union (International Labour Organisation Work in Fishing Convention) (Crew List and Fisherman's Work Agreement) Regulations 2020

What is the objective of these Regulations?

These Regulations implement the provisions of Article 3 of and Articles 12, 13, 14, 15, 16, 17 and 18 of the Annex and Annex 1 to EU Directive 2017/159. They require each fisherman working aboard a vessel to be provided with a Fisherman's Work Agreement. They also require a crew list to be prepared and carried on board each time the vessel departs.

What vessels are required to carry a crew list?

Fishing vessels which are registered in the State and engaged in sea fishing are required to carry a crew list.

However, it is important to note that vessels comprised exclusively of share-fishers are not required to carry a crew list or communicate it ashore. In such circumstances the crew report requirements under sections 405 and 406 of the Merchant Shipping Act of 1894 continue to apply.

Who is responsible for the crew list?

The master is responsible for ensuring that a crew list is carried on board the fishing vessel at all times.

What information should be contained within the crew list?

A crew list must be carried on board and at a minimum contain the following information:

- a. the name of the fishing vessel, its port of registry and registration number;
- b. the name of the owner;
- c. the address of the owner or, where the owner is a company formed and registered under the Companies Act 2014 or is an existing company within the meaning of that Act, the address of the owner's registered office or the address of the owner's principal office or place of business;

- d. the name of every fisherman on board;
- e. the position held by every fisherman on board;
- f. the nationality of every fisherman on board;
- g. the name, address and telephone number of the next of kin of every fisherman on board, identified by each fisherman to the owner.

When should the crew list be communicated ashore?

Prior to or immediately after the departure of a fishing vessel, the master must ensure that a copy of the crew list is communicated ashore.

Who should the crew list be communicated to?

A copy should be communicated ashore to either of the following:

- a. where the master is not the owner, to the owner and, where the owner is a company, to the owner's principal or registered office or place of business, or
- b. where the master is the owner, to a family member of the owner.

It is important to note, that those listed above are responsible for making sure that the crew list is communicated to the Coast Guard or An Garda Síochána immediately upon request, for search and rescue purposes.

Are there any data protection issues around sharing the crew list?

Owners should familiarise themselves with the relevant data protection legislation. It is the responsibility of the owner, as the controller of the data, to ensure the data is only shared for the stated purposes. They must also ensure that any individual the data is shared with is aware of their responsibilities in terms of data protection. Advice is available online on the Data Protection Commission's website here: <https://www.dataprotection.ie/>

Who is entitled to a Fisherman's Work Agreement?

Fishermen who work under a contract of employment or are engaged in an employment relationship with a fishing vessel owner, including share fishers, on a sea fishing vessel which is registered in the State, are entitled to a Fisherman's Work Agreement. A fishing vessel owner who is singlehandedly operating a fishing vessel is not required to possess a Fisherman's Work Agreement.

What should a Fisherman's Work Agreement include?

The minimum contents of a Fisherman's Work Agreement are as follows:

- a. the fisherman's family name and other names, date of birth or age, and birthplace;
- b. the place at which and date on which the fisherman's work agreement was concluded;
- c. the name of the fishing vessel and the registration number of the fishing vessel on board which the fisherman undertakes to work;
- d. the name of the employer, or owner, or other party to the fisherman's work agreement;
- e. the voyage or voyages to be undertaken, if this can be determined at the time of making the fisherman's work agreement;
- f. the capacity in which the fisherman is to be employed or engaged;
- g. if possible, the place at which and date on which the fisherman is required to report on board for service;
- h. the provisions to be supplied to the fisherman;
- i. the amount of wages, or the amount of the share and the method of calculating such share if remuneration is to be on a share basis, or the amount of the wage and share and the method of calculating the latter if remuneration is to be on a combined basis,

and any agreed minimum wage in accordance with the National Minimum Wage Act 2000 (No. 5 of 2000);

- j. the termination of the fisherman's work agreement and the conditions thereof, namely:
 - i. if the fisherman's work agreement has been made for a definite period, the date fixed for its expiry;
 - ii. if the fisherman's work agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the fisherman shall be discharged;
 - iii. if the fisherman's work agreement has been made for an indefinite period, the conditions which shall entitle either party to terminate it, as well as the required period of notice of termination, provided that such period shall not be less for the employer, or owner or other party to the fisherman's work agreement;
- k. the amount of paid annual leave or the formula used for calculating leave, where applicable;
- l. the health and social security coverage and benefits to be provided to the fisherman by the employer, owner, or other party or parties to the fisherman's work agreement, as applicable;
- m. the fisherman's entitlement to repatriation;
- n. a reference to any collective bargaining agreement, where applicable;
- o. the minimum periods of rest, in accordance with the S.I. 672/2019 European Union (International Labour Organisation Work in Fishing Convention) (Working Hours) Regulations 2019

A sample Fisherman's Work Agreement is attached at Appendix 2 to this Notice.

What are the specific duties of a fishing vessel owner regarding fisherman's work agreement?

Under these Regulations, an owner who permits a fisherman on board a fishing vessel must ensure that –

- a. a fisherman's work agreement, which provides the fisherman with decent work and living conditions on board the fishing vessel, is entered into with the fisherman,
- b. the fisherman's work agreement is entered into in writing, signed by all parties to it and is comprehensible to the fisherman,
- c. before the fisherman's work agreement is concluded, the fisherman is given an opportunity to review and seek advice on its terms, and
- d. a signed original of the fisherman's work agreement is retained by the owner and the fisherman is given a signed original and a copy of it.

In addition, an owner must maintain a record of each fisherman's work under his or her fisherman's work agreement for the duration of that agreement, and for a period of 1 year thereafter. The owner is also required to provide each fisherman with a copy of that record upon request.

What are the specific duties of the master regarding the fisherman's work agreement?

It is the master's responsibility to ensure that fisherman's work agreement and any collective bargaining agreement which forms all or part of that fisherman's work agreement, are carried on board the fishing vessel and are made available to the fisherman or the MSO on request.

European Union (Minimum Health and Safety Requirements for Improved Medical Treatment on Board Vessels) Regulations 2021

What is the objective of these Regulations?

In addition to implementing EU Directive 92/29/EEC (as amended), these Regulations implement articles 25, 27(a), 28(a) 28(b) and 28(c) of the Annex to Council Directive (EU) 2017/159 of 19 December and set out requirements for medical care on board fishing vessels.

What are the additional requirements for medical care on board?

In addition to the provisions already set out in the 1992 Directive, the following are required:

- When making provisions for medicines, medical equipment and antidotes, the owner must have regard to the area of operation of the fishing vessel.
- The owner must ensure that the medical guide for the maintenance and use of medical supplies on board is in a format and language suitable for the person on board responsible for medical care and maintaining medical supplies.
- The owner of certain new fishing vessels, as defined in the Regulations, must provide the vessel with a separate sick bay.
- The master of a new fishing vessel must, whenever necessary, make a cabin available for a fisherman who suffers from illness or injury.

What vessels are required to have a separate sick bay?

The owner of a new fishing vessel must provide a separate sick bay for medical treatment to be administered where the vessel is:

- (a) over 500 gross tonnes, has a crew of 15 or more and is engaged on a voyage of more than 3 days; or
- (b) is 45 metres or more in length.

Where a separate sick bay is provided, the master is responsible for ensuring that it is properly equipped and maintained in a hygienic state.

How is a “new fishing vessel” defined in relation to the requirement for a separate sick bay?

A new fishing vessel is defined as a decked fishing vessel for which:

- a) the building or major conversion contract has been placed on or after 16 November 2017;
- b) the building or major conversion contract has been placed before 16 November 2017 and which is delivered three years or more after that date; or
- c) in the absence of a building contract, on or after 16 November 2017 –
 - (i) the keel is laid;
 - (ii) construction identifiable with a specific vessel begins, or
 - (iii) assembly has commenced comprising at least 50 tonnes or one per cent of the estimated mass of all structural material, whichever is less.

What Medicines do I need to carry on board?

Information in relation to these regulations in their entirety, including the list of approved medicines to be carried on board is set out in [Marine Notice 60 of 2021](#).

Fishing Vessels (International Labour Organisation Work in Fishing Convention) (Safe Manning) Regulations 2024

What is the objective of these Regulations?

These Regulations implement the provisions of Article 10 of the Annex to Council Directive 2017/159/EU. Article 10 aims to ensure that a fishing vessel, under the control of a qualified skipper, should be manned with the appropriate number of sufficiently trained crew for the safe navigation and operation of the vessel.

As a result, these Regulations require fishing vessels registered in the State to carry a specified minimum number of deck officers and have a valid safe manning document.

What fishing vessels do these Regulations apply to?

These Regulations apply to sea-going fishing vessels or government fishery research vessels which are 15 metres in length overall (Loa) and over.

What is considered the appropriate number of sufficiently trained crew for the safe navigation and operation of the vessel?

Every fishing vessel is required to have a safe manning document.

It is important to note that in all instances, it is the owners' responsibility to ensure that the fishing vessel is under the control of a competent skipper.

Also, since 19 December 2019, fishing vessels between 15m LoA and 24m length require a certified skipper, with a minimum level of qualification of 2nd hand special.

What is a safe manning document?

A safe manning document specifies the minimum number and grades of certificated fishermen required to be onboard to ensure the vessel is safely manned.

How do I get a safe manning document?

Owners of fishing vessels of 15m LoA and over are required to apply to the Marine Survey Office for a Safe Manning Document.

An application made to the Marine Survey Office must contain the proposed number and qualifications of deck officers, engineering officers and any other personnel the owner considers should be carried on board the fishing vessel to ensure the vessel is sufficiently manned for its safe navigation and operation. The application should also provide details of the appropriate work and living conditions for personnel on board.

It is important to note that a fishing vessel may not proceed to sea without a safe manning document on board.

What if there are changes in relation to the fishing vessel?

The safe manning document ceases to be valid if any changes are made to the fishing vessel in relation to:

- a. its area of operation,
- b. it's machinery or equipment,
- c. it's operation and maintenance.

If changes are proposed to be made to the above criteria, the fishing vessel owner must contact the Marine Survey Office.

GENERAL

What powers do surveyors from the Marine Survey Office have to enforce the Work in Fishing Regulations?

A surveyor from the Marine Survey Office (MSO) is classed as an authorised officer for the purposes of these Regulations and has the power to board and inspect the vessel and any paperwork necessary to ensure that the requirements of the Regulations are being met (e.g. crew list, records of hours of work and rest, fisherman's work agreement etc.).

If the authorised officer is of the opinion that the Regulations have been breached and the health and safety of the fishermen on board is at risk, the officer may detain the vessel until such time as the appropriate action has been taken in order to comply with the Regulations. An authorised officer may also issue a direction to a master or owner who is obliged to comply with it, as it is an offence not to do so. An owner or master may appeal a detention order or a direction to the District Court.

What happens if a dispute arises in relation to the Regulations?

In the case of the following Regulations:

- SI 333/2020-European Union (International Labour Organisation Work in Fishing Convention) (Crew List and Fisherman's Work Agreement) Regulations 2020;
- SI 591/2021 European Union (Minimum Safety and Health Requirements for Improved Treatment on Board Vessels) Regulations 2021

the fishing vessel owner is responsible for ensuring there is a dispute resolution procedure available which will enable a fisherman to submit a complaint relating to the provisions set out in those Regulations. Any dispute relating from the complaint should be resolved fairly, effectively and expeditiously.

What should the dispute resolution procedure consist of?

An effective dispute resolution procedure should:

- a. set out a process for the resolution of disputes on board the fishing vessel,
- b. enable the fisherman to complain directly to the owner, master or the MSO, and
- c. include the right of a fisherman to be accompanied or represented during the course of the procedure.

What information should the owner provide the fisherman as he or she joins a vessel in relation to the dispute resolution procedure?

The owner should ensure a fisherman joining a vessel is provided with–

- a. a copy of the dispute resolution procedure, and
- b. contact information for the MSO.

What should a fisherman do if he or she would like to make a complaint regarding an alleged breach of the Regulations?

A fisherman may make a complaint to the owner, the master or the MSO. Where a complaint is made to the MSO, the source of the complaint will be treated as strictly confidential.

**Appendix 2:
Sample Fisherman's Work Agreement**

1. Details of Fisherman and Fishing Vessel Owner

This agreement is between:-

Fisherman's Full Name:

.....
(hereinafter called the Fisherman)

Fisherman's Date of Birth/Age

.....

Fisherman's Birthplace

.....

Employer or Fishing Vessel Owner's name:

.....

Place where Fisherman's Work Agreement is entered into:

.....

Date Fisherman's Work Agreement is entered into:

.....

Capacity in which the Fisherman is to be employed:

.....

The place at which and date on which the fisherman is required to report on board for service
(if possible):

.....

2. Details of Fishing Vessel & Voyage

Name of the Fishing Vessel(s) on board which the fisherman works

.....

Vessel Registration Number(s) on board which the fisherman works

.....

Voyage(s) to be undertaken

.....

3. Wages & Annual Leave

Fisherman's Wages are..... (insert amount and currency) (or where applicable, the formula used for calculating it).

or

The amount of the share is..... (Insert amount) (or where applicable, the formula used for calculating such a share).

or

If remuneration is to be on a combined basis, the amount of the share and a wage..... (insert amount) (or where applicable, the formula used for calculating the share and wage).

The Fisherman's wages will be paid *weekly/fortnightly/monthly (*delete as applicable).

The Fisherman's is entitled to (insert amount) days paid annual leave (or where applicable, the formula used for calculating it).

4. Notice of Termination of Agreement

(Delete the two options which are not applicable in relation to the notice of termination of employment for the below three types of Employment Agreement)

Definite Period Agreement –

Employment will commence on (insert date) and end on (insert date), unless it is terminated for justified reasons. In the event that the ship is still at sea on the end date, the agreement will continue until its arrival in port, at which point the agreement will terminate.

Indefinite Period Agreement –

The length of notice a Fisherman is obliged to give the Fishing Vessel Owner to terminate his or her contract is..... (*insert notice period which is not to be less than 7 days*) days. The length of notice that the Fisherman is entitled to receive from the Fishing Vessel Owner to terminate his or her employment is(*insert notice period which is not to be less than 7 days*) days.

NOTE – The required notice period to terminate the agreement shall not be less for the Fishing Vessel Owner than for the Fisherman.

Specified Voyage –

The Fisherman’s Employment is for the length of the voyage of (*insert name of fishing vessel*) commencing on (*insert date*) from the port of (*insert name of port*) until (*insert date*) or the vessel’s arrival in the port of(*insert name of port*). (*insert amount of time*) will expire after arrival before the fisherman will be discharged.

Reference to Collective Bargaining Agreement (*delete if not applicable*) –

The Fisherman’s Work Agreement will also be subject to the Collective Bargaining Agreement(s) entered into on (*insert date(s)*), between the Fishing Vessel Owner and (*insert details of the other parties to the collective bargaining agreement(s)*) except where any provision(s) of such collective bargaining agreement(s) conflicts with national law. Such provision(s) shall not apply to his or her employment under this Agreement.

Any others conditions which apply under national law (*insert details*)

.....
.....
.....

5. Fishing Vessel owner liability

5.1: Right to medical care and health protection

a) While on board the fisherman has the right to be provided with medical care and health protection when landed in a port outside the country responsible for his/her social security protection until the fisherman has been repatriated.

b) In the event of work related illness or injury, the fisherman shall have further have access to appropriate medical care.

c) While aboard a fishing vessel, in the event of serious injury or illness, the fisherman shall be taken ashore in a timely manner for treatment and receive medical treatment ashore.

5.2: Duty of owner to make provision for fisherman’s health protection and medical care

a) The owner shall meet any expenses of medical care and related material assistance and support during medical treatment, while the fisherman is landed in a port outside the country responsible for his/her social security protection.

b) If the fisherman is required to meet any expenses of medical care and related material assistance and support during medical treatment, he/she may recover these from the owner.

c) The owner is not required to meet any expenses of medical care and related material assistance and support during medical treatment if the fisherman’s:

- i. Illness or injury occurred in circumstances other than in the service of the fishing vessel,
- ii. Illness or injury does not first occur during the period which starts on the date on which this agreement commences and end on the date on which the owner’s duty to repatriate the fisherman ends, or

- iii. first occurs after the period referred above but is not caused by circumstances or events arising during that period.
- iv. the sickness or infirmity existed on the date on which the fisherman entered this agreement and he/she concealed the sickness or infirmity from the vessel owner, or
- v. The injury or sickness was due to the fisherman's gross misconduct.

6. Repatriation

Provision as is necessary for the repatriation of the fisherman from a fishing vessel which enters a port outside the State or, where the fisherman is transferred from a fishing vessel to a port outside the State, from that port, as soon as is practicable:

- where a Fisherman's Work Agreement expires,
- where, for justified reasons, a fisherman's agreement is terminated by the fishing vessel owner or the fisherman or both,
- where the fisherman is no longer able to carry out his or her duties under the Fisherman's Work Agreement or cannot be expected to carry out those duties in the specific circumstances,
- where the fisherman has completed a maximum period of three month's service on board,
- where the fisherman has an illness, injury or other medical condition which requires that fisherman be repatriated when found medically fit to travel,
- in the event of a shipwreck,
- where the fishing vessel owner is unable to fulfil his or her legal or contractual obligations to the fisherman following insolvency, sale of the vessel or a change in the vessels registration⁴.

The entitlement to repatriation entails transport by the most appropriate mode to..... (insert place name or country).

If the agreement or any subsequent agreement with the owner does not identify a destination, a fisherman is entitled to repatriation to the fisherman's choice of the following destinations:

- (a) the place at which the fisherman entered into the agreement⁴,
- (b) a place agreed with the fishing vessel owner at the time of repatriation⁴, or
- (c) the fisherman's country of residence⁴.

NOTE - The fisherman may not be entitled to repatriation at the expense of the fishing vessel owner in circumstances where the fisherman has been found to be in serious default of his or her obligations under this Agreement. In such circumstances the fishing vessel owner will still be liable to repatriate the fisherman but is entitled to recover the cost of doing so from the fisherman.

7. Hours of Work

The fisherman's normal hours of work are [Insert normal weekly hours or pattern of work, and any differences in rate of pay for hours worked in excess of this, as applicable].

NOTE - Subject to the limit of an average of 48 hours of work a week over a reference period not exceeding 12 months, the limits on hours of work and rest in respect of a worker on board a sea-going fishing vessel are as follows:

- maximum hours of work shall not exceed 14 hours in any 24-hour period, and 72 hours in any seven-day period; or
- minimum hours of rest shall not be less than 10 hours in any 24-hour period, and 77 hours in any seven-day period

8. Dispute Resolution

If the fisherman has a complaint in connection with this agreement, on-board dispute resolution procedure available to all fishermen will be followed. The disciplinary rules applicable to the fisherman are set out in the (enter appropriate reference(s)).

Signed:_____ (Fishing Vessel Owner)

Date:_____

Signed:_____ (Fisherman)

Date:_____

Please mark periods of rest, as applicable, with an X, or using a continuous line or an arrow																								Total Hours of rest in 24 period	Hours of Work in 24hr period	Comments
Hours	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23			
Date																										
1																										
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Name of Fishing Vessel : _____ IMO number (if any): _____ Fisherman (full name): _____
 _____ Position/ rank: _____ Month and year: _____

Watchkeeper (tick as appropriate): Yes No

I agree that this record is an accurate reflection of the hours of rest of the fisherman concerned.

Signature of Master or person authorised by the Master: _____ Signature of Fisherman: _____

This documents is for completion and use in accordance with the European Union (International Labour Organization Work in Fishing Convention) (Working Hours) Regulations 2019.

Please note: hours of work and rest: 6 (1) Subject to the limit of an average of 48 hours of work a week over a reference period not exceeding 12 months, the limits on hours of work and rest in respect of a worker on board a sea-going fishing vessel shall be:

- (a) maximum hours of work which shall not exceed: (i) 14 hours in any 24-hour period, and (ii) 72 hours in any seven-day period
- (b) minimum hours of rest which shall not be less than: (i) 10 hours in any 24-hour period, and (ii) 77 hours in any seven-day period.

6(2) Hours of rest may be divided into no more than two periods, one of which shall be at least six hours in length and the interval between consecutive such periods shall not exceed 14

Please mark periods of rest, as applicable, with an X, or using a continuous line or an arrow																								Total Hours of rest in 24 period	Hours of Work in 24hr period	Comments	
Hours	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23				24
Date																											
1	X						X						X					X					X		16	8	V/L ALONGSIDE
2	X						X						X					X					X		16	8	— / —
3	X						X						X					X					X		16	8	— / —
4	X						X						X					X					X		16	8	— / —
5	X						X						X					X					X		16	8	— / —
6	X						X				X							X					X		18	6	— / —
7	X	X			X	X	X	X					X								X	X	X		10	14	V/L STEAMING / FISHING.
8	X	X	X	X	X	X							X	X	X	X						X	X	12	12	V/L FISHING / STEAMING.	
9	X	X			X	X	X	X														X	X	8	16	V/L IN PORT.	
10	X						X						X				X					X		16	8	IN PORT.	
11	X	X	X			X	X	X	X	X	X									X	X	X	X	14	10	STEAMING.	
12						X	X	X	X	X	X									X	X		X	9	15	FISHING / STEAMING.	
13	X	X	X	X	X	X							X				X	X	X	X	X	X	X	15	9	A/S.	
14	X	X	X	X	X	X							X							X	X	X	X	11	13	A/S - STEAMING.	
15	X	X	X							X	X	X	X				X	X	X					10	14	FISHING.	
16	X	X	X	X	X	X							X	X	X	X	X	X						12	12	FISHING / STEAMING	
17	X	X	X	X	X	X							X	X	X	X	X	X						12	12	— / —	
18	X	X	X	X	X	X							X	X	X	X	X	X						10	14	DRILLS + STEAMING.	
19	X	X			X	X							X	X	X	X	X	X						10	14	FISHING.	
20			X	X	X	X	X	X					X	X	X	X	X	X						12	12	FISHING.	
21	X	X	X	X	X	X							X	X	X	X	X	X						12	12	STEAMING.	
22			X	X	X	X													X	X	X	X	X	6	14	A/S.	
23	X	X	X	X	X	X	X	X					X					X	X	X	X			14	10		
24	X	X	X	X	X	X				X			X	X	X	X								11	13	FISHING.	
25	X	X	X	X	X	X				X	X	X						X	X			X	X	13	11	FISHING.	
26					X	X	X	X	X	X								X	X	X	X	X	X	12	12	FISHING / STEAMING	
27	X			X	X	X	X						X				X	X	X	X	X	X	X	14	10	FISHING / STEAMING	
28	X	X	X	X	X	X	X						X					X					X	16	8	ALONGSIDE	
29	X	X	X	X	X	X	X						X					X					X	16	8	— / —	
30	X	X	X	X	X	X	X						X					X					X	16	8	— / —	
31	X	X	X	X	X	X	X						X					X					X	16	8	— / —	
																									409.	335	

Name of Fishing Vessel: U.F.V. NONESUCH. IMO number (if any): 498586 Fisherman (full name): _____
A.N. OTHER Position/ rank: 2ND HAND Month and year: OCT 2019

Watchkeeper yes no
 I agree that this record is an accurate reflection of the hours of rest of the fisherman concerned.
 Signature of Master or person authorised by the Master: _____ Signature of Fisherman: _____

This document is for completion and use in accordance with the European Union (International Labour Organization Work in Fishing Convention) (Working Hours) Regulations 2019.
 Please note: hours of work and rest: 6 (1) Subject to the limit of an average of 48 hours of work a week over a reference period not exceeding 12 months, the limits on hours of work and rest in respect of a worker on board a sea-going fishing vessel shall be: (a) maximum hours of work which shall not exceed: (i) 14 hours in any 24-hour period, and (ii) 72 hours in any seven-day period
 (b) minimum hours of rest which shall not be less than: (i) 10 hours in any 24-hour period, and (ii) 77 hours in any seven-day period.
 6(2) Hours of rest may be divided into no more than two periods, one of which shall be at least six hours in length and the interval between consecutive such periods shall not exceed 14 hours.

⁷ Tick as appropriate.