



CONSERVATION AND MANAGEMENT MEASURE ON CREW LABOUR STANDARDS

CMM 2024-XX

Red text: new text or amended text based on comments 3 May 2024
 Text in [abc]: unresolved text from previous discussions.

Para no	Text	Comments from CCMs and observers 3 May 2024	Previous comments from CCMs and observers (e.g. May 2023) – may not be comprehensive,	Draft Audit Point	Background information or comments
PREAMBULAR PARAGRAPHS					
	The Commission for the Conservation and Management of Highly Migratory Fish Stock in the Western and Central Pacific Ocean,				
Pp1	Concerned about ongoing instances of poor labour conditions and mistreatment of crew, including instances of human trafficking, including for servitude, bonded labour, and forced labour, and child labour and other human rights abuses on board fishing vessels;	Canada: seeks to clarify the list in this paragraph. As written, all items that follow human trafficking are considered in the context of instances of human trafficking only.	US: Since the other types of compelled labour are forms of trafficking in persons, suggest alternative language.		Convention C029 - Forced Labour Convention, 1930 (No. 29) (ilo.org) Definition of forced labour specified in the ILO Forced Labour Convention, 1930 (No. 29) as: "For the purposes of this Convention, the term forced or compulsory labour shall mean all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily". ILO indicators of Forced Labour International Labour Organization Eleven ILO Indicators of Forced Labour: Abuse of vulnerability • Deception • Restriction of movement • Isolation • Physical and sexual violence • Intimidation and threats • Retention of identity documents • Withholding of wages • Debt bondage • Abusive working and living conditions • Excessive overtime The Protocol for human trafficking (unodc.org)

					<p>"Trafficking in persons" shall mean the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labour or services, slavery or practices similar to slavery, servitude or the removal of organs.</p>
Pp2	<p>Recalling the importance of respect for and protection of the human rights enshrined under the Universal Declaration of Human Rights 1948;</p>				<p>Universal Declaration of Human Rights OHCHR</p>
Pp3	<p>Recalling Articles 6 and 8 of the 1995 FAO Code of Conduct for Responsible Fisheries which set out international standards, including for the responsible conduct of fishing activities to allow for safe, healthy and fair working and living conditions;</p>				<p>Code of Conduct for Responsible Fisheries - Fisheries and Aquaculture (fao.org)</p> <p>Art 6.17: States should ensure that fishing facilities and equipment as well as all fisheries activities allow for safe, healthy and fair working and living conditions and meet internationally agreed standards adopted by relevant international organizations.</p> <p>Art 6.18: Recognizing the important contributions of artisanal and small-scale fisheries to employment, income and food security, States should appropriately protect the rights of fishers and fishworkers, particularly those engaged in subsistence, small-scale and artisanal fisheries, to a secure and just livelihood, as well as preferential access, where appropriate, to traditional fishing grounds and resources in the waters under their national jurisdiction.</p> <p>8.1.5 States should ensure that health and safety standards are adopted for everyone employed in fishing operations. Such standards should be not less than the minimum requirements of relevant international</p>

					<p>agreements on conditions of work and service.</p> <p>8.2.5 Flag States should ensure compliance with appropriate safety requirements for fishing vessels and fishers in accordance with international conventions, internationally agreed codes of practice and voluntary guidelines. States should adopt appropriate safety requirements for all small vessels not covered by such international conventions, codes of practice or voluntary guidelines.</p> <p>8.2.9 Flag States should ensure that crew members are entitled to repatriation, taking account of the principles laid down in the "Repatriation of Seafarers Convention (Revised), 1987, (No.166)".</p> <p><u>8.4.1 States should ensure that fishing is conducted with due regard to the safety of human life.....</u></p>
Pp4	Further Recalling Articles 6 and 8 of the FAO Voluntary Guidelines for Securing Sustainable Small-Scale Fisheries in the Context of Food Security and Poverty Eradication;				<p>Article 6 (Social development, employment and decent work) and article 8 (gender equality): SSF Guidelines (fao.org)</p>
Pp5	Further Recalling the United Nations Declaration on the Rights of Indigenous Peoples and the right not to be subjected to any discriminatory conditions of labour;				<p>UNDRIP E web.pdf</p> <p>Article 17 1. Indigenous individuals and peoples have the right to enjoy fully all rights established under applicable international and domestic labour law.</p> <p>2. States shall in consultation and cooperation with indigenous peoples take specific measures to protect indigenous children from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development, taking into account their special vulnerability and the importance of education for their empowerment.</p> <p>3. Indigenous individuals have the right not to be subjected to any discriminatory conditions of labour and, inter alia, employment or salary</p>

<p>Pp6</p>	<p>Further Recognizing the obligations in the United Nations Convention on the Law of the Sea (UNCLOS) relating to the duties of the flag State to ensure safety at sea, including through the manning of ships, labour conditions and the training of crews, to render assistance, and to ensure effective protection of human life and to cause an inquiry into any loss of life or serious injury to nationals of another State which has been caused by a marine casualty or incident of navigation.</p>				<p>UNCLOS+ANNEXES+RES.+A GREEMENT</p> <p>UNCLOS art 94 (3) (b): the manning of ships, labour conditions and the training of crews, taking into account the applicable international instruments;</p> <p>UNCLOS art 94 (4) (b): that each ship is in the charge of a master and officers who possess appropriate qualifications, in particular in seamanship, navigation, communications and marine engineering, and that the crew is appropriate in qualification and numbers for the type, size, machinery and equipment of the ship;</p> <p>UNCLOS art 94 (4) (c): that the master, officers and, to the extent appropriate, the crew are fully conversant with and required to observe the applicable international regulations concerning the safety of life at sea, the prevention of collisions, the prevention, reduction and control of marine pollution, and the maintenance of communications by radio.</p> <p>UNCLOS art 94 (6) and (7):</p> <p>6. A State which has clear grounds to believe that proper jurisdiction and control with respect to a ship have not been exercised may report the facts to the flag State. Upon receiving such a report, the flag State shall investigate the matter and, if appropriate, take any action necessary to remedy the situation.</p> <p>7. Each State shall cause an inquiry to be held by or before a suitably qualified person or persons into every marine casualty or incident of navigation on the high seas involving a ship flying its flag and causing loss of life or serious injury to nationals of another State or serious damage to ships or installations of another State or to the marine environment. The flag State and the other State shall cooperate in the conduct of any inquiry held by that other State into any such marine casualty or incident of navigation.</p>
<p>Pp7</p>	<p>Noting the ILO Declaration on Fundamental Principles and</p>				<p>ILO Declaration on Fundamental Principles and Rights at Work</p>

	Rights at Work (1998) and the ILO C188 Work in Fishing Convention (2007) and its objective to ensure that fishers have decent conditions of work 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;				International Labour Organization C188 - Work in Fishing Convention, 2007 (No. 188) International Labour Organization (ilo.org)
Pp8	<p>Recalling Article 32 of the Convention on the Rights of the Child, which requires state parties to recognize the right of the child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development;</p>				<p>Convention on the Rights of the Child OHCHR</p> <p>UNCROC art 32: 1. States Parties recognize the right of the child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.</p> <p>2. States Parties shall take legislative, administrative, social and educational measures to ensure the implementation of the present article. To this end, and having regard to the relevant provisions of other international instruments, States Parties shall in particular:</p> <p>(a) Provide for a minimum age or minimum ages for admission to employment;</p> <p>(b) Provide for appropriate regulation of the hours and conditions of employment;</p> <p>(c) Provide for appropriate penalties or other sanctions to ensure the effective enforcement of the present article.</p> <p>ILO 188 art 9 stipulates that young persons carrying out activities which could jeopardize the health, safety, or morals of young persons on board fishing vessels should not be less than 18 years. ILO 188 (art 31 ©): the obligations of fishing vessel owners, fishers and others concerned, due account being taken of the safety and health of fishers under the age of 18.</p> <p>ILO C182 (worst forms of child labour) defines a child as under 18 years. ILO C 138 (Min Age) specifies a minimum age of 15 years for employment (art 2 (3)) but 18 years if employment might jeopardise health, safety or morals (art 3 (1)). Where there is specific training or</p>

					instruction, this age may be 16 (art 3 (3)).
Pp9	Acknowledging the important role played by crew members and observers in assisting the conduct of fishing vessel operations in compliance with WCPFC Conservation and Management Measures, and the essential role that crew members and observers play in contributing to effective fishing operations;				
Pp10	Recalling efforts that CCMs have made in recent years in improving the conditions and welfare of observers on board fishing vessels, including the adoption of CMM 2017-03, <i>Conservation and Management Measures for the Protection of WCPFC Regional Observer Programme Observers</i> ,” and acknowledging the equal importance of the welfare of crew members;				CMM 2017-03 - Conservation and Management Measure for the protection of WCPFC Regional Observer Programme Observers Monitoring and Evaluation
Pp11	Recognising that FFA members have adopted Harmonised Minimum Terms and Conditions For Access by Fishing Vessels, which include crew employment conditions on fishing vessels licensed to fish in their Exclusive Economic Zones;	Canada: suggests spelling out FFA the first time it is used in the measure.			Minimum Terms and Conditions - Pacific Islands Forum Fisheries Agency FFA – see part IV.
Pp12	Mindful that CCMs have a legitimate interest in increasing the participation of their labour force in the crewing of vessels that catch highly migratory fish stocks in their waters in the Convention area, and that CCMs are interested in promoting safe and decent employment conditions for their nationals and non-national crew;				
Pp13	Recalling Resolution 2018-01, Labour Standards for Crew on Fishing Vessels, adopted by WCPFC which encouraged CCMs to implement measures, consistent with generally accepted international minimum standards for crew on fishing vessels, where applicable, to ensure fair working conditions on board for all crew working on fishing vessels flying their flag and operating within the WCPFC Convention area;	Canada: suggests we use the same template used for CMMs used 3 paragraphs above. "... Resolution 2018-01, Labour Standards for Crew on Fishing Vessels, ..."	CT: add "where appropriate and applicable" - In conformity with the WCPFC Resolution 2018-01, we suggest adding the language as indicated.		Resolution 2018-01 - Resolution on Labour Standards for Crew on Fishing Vessels Monitoring and Evaluation (wcpfc.int)
Pp14	Adopts the following conservation and management measures in accordance with Article 10 of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific				

	Ocean:				
AREA OF APPLICATION					
OP 1	This Measure applies to any fishing vessel [registered on the WCPFC Record of Fishing Vessels] fishing for highly migratory fish stocks in the Convention area [for the duration of the vessel's trip] .	JP: It is critical for Japan to maintain "registered on the WCPFC Record of Fishing Vessels" text in case Option 1 is pursued. 1Alt and 2 Alt are also acceptable for Japan. JP: Japan does not support the addition of this text "for the duration of the vessel's trip", because some vessels might move to IATTC or IOTC area where WCPFC measures should not be applicable. CT: We prefer 1st alternative text "This Measure applies to all fishing vessels fishing for highly migratory fish stocks in the Convention area in areas beyond national jurisdiction."	JP: It has been Japan's firm position that this measure should not be applied inside the EEZ of flag states, since there exist a number of artisanal/small-scale vessels within the EEZs, of which operational and employment nature is totally different from industrialized vessels operating on the high seas. JP understand that the new paragraph 3 intends to allow a CCM to adopt different measures inside the EEZ, but ensuring consistent measures for such artisanal/small vessels is not realistic. CT: The original text may generate repeated audits on the same provision, considering that CCMs has already been bound by the following paragraphs. Considering that most provisions in this draft prescribe actions of vessel operators or masters, we suggest selecting the vessel as the unit of scope for this draft measure. CT: supports application to CA beyond their national jurisdiction. US: Suggested edits to clarify scope of measure to apply to all fishing vessels fishing for HMS in the Convention Area for the duration of each trip. "This Measure applies to all fishing vessels fishing for highly migratory fish stocks in the Convention area for the duration of each trip." US: proposal (Nov 2023): This CMM shall apply to the following categories of fishing vessels authorized to fish in the Convention Area: i) vessels fishing exclusively on the high seas in the Convention Area, and ii) vessels fishing on the high seas and in waters under the jurisdiction of one or more coastal States, and iii) vessels fishing in the waters under the national jurisdiction of two or more coastal States.	N/A	CMM 2018-06 - Conservation and Management Measure on the Record of Fishing Vessels and Authorization to Fish Monitoring and Evaluation (wcpfc.int) Para 12: The Commission shall, in accordance with article 24(7) of the Convention and based on the information provided to the Commission in accordance with the Convention and these procedures, establish and maintain its own record of fishing vessels authorized to fish in the Convention Area <i>beyond the national jurisdiction</i> of the member of the Commission whose flag the vessel is flying. Such record shall be known as the WCPFC Record of Fishing Vessels (the "Record")
1st ALT for OP 1	This Measure applies to all fishing vessels fishing for highly migratory fish stocks in the Convention area in areas beyond national jurisdiction.				
2nd ALT for OP 1	This measure shall apply to the following categories of fishing vessels authorized to fish in the Convention Area: i) vessels fishing exclusively on the high seas in the Convention Area; and ii) vessels fishing on the high seas and in coastal State waters while under the jurisdiction of one or more coastal States; and iii) vessels fishing under the national jurisdiction of two or more coastal States. iv) Nothing in this measure shall prejudice the rights of relevant CCMs to enforce their laws with respect to the safety of crew consistent with international law.				

			iv) Nothing in this measure shall prejudice the rights of relevant CCMs to enforce their laws with respect to the safety of crew consistent with international law.		
HOW DO CCMS GIVE EFFECT TO THIS CMM?					
2	<p>[In addition to the requirements of] this Measure CCMs are encouraged to make every effort to have relevant national legislation which fully extends to [all crew¹ working on] fishing vessels flying their flag [in the WCPF Convention Area.][in areas beyond national jurisdiction.</p> <p>Footnote 1: Crew includes all persons of any age, on board a fishing vessel.</p>		<p>JP: We find it inappropriate to refer to legal instrument and its implementation in this detail, under non-binding with "encourage" language.</p> <p>CT: "fully extends to fishing vessels flying their flag" – delete ref to "all crew working on": - as per comment for para 1.</p> <p>WWF: It seems rather odd to "encourage" a CCM to meet their obligations under international law rather than mandate it. CCMs "shall" ensure that their national legislation...."</p>	CCMs are "encouraged" to have relevant national legislation – not a binding obligation. Yet subsequent obligations in para 4 etc are binding.	
3	In order to give effect to this Measure, CCMs may adopt legally binding mechanisms, such as licensing conditions for vessels fishing solely within its exclusive economic zone.		US: Suggested wording to clarify that such conditions must be more stringent than the provisions of this Measure.	CCMs "may" adopt legally binding mechanisms – not a binding obligation. Yet subsequent obligations in para 4 etc are binding.	
REQUIREMENTS PRIOR TO EMBARKATION AND MINIMUM WORKING CONDITIONS ONBOARD VESSELS – FLAG STATE OBLIGATIONS					
[Proposed simplified heading: MINIMUM CONDITIONS REQUIRED ON BOARD FISHING VESSELS]					
4	CCMs shall ensure that owners and/or operators of their fishing vessels authorized to fly their flag [operating within the WCPF Convention area][in areas beyond national jurisdiction]:	<p>JP: Japan still prefers to maintain this text "in areas beyond national jurisdiction", pending the text in the paragraph 1.</p> <p>PNG Fishing Industry: *4. j) If migrant fishers are employed, such fishers shall be given the same level of access as nationals are given to measures for worker protection, collective bargaining, training and health & safety. Right to Freedom of Association 4. k) There shall be a non-discrimination policy and procedure that promotes</p>	<p>Note – this para will be updated consistent with the Area of Application</p> <p>JP: added "ensure" (rather than "require"). To make it clear that it is the responsibility of the CCMs to ensure the implementation of this provision including ensuring compliance.</p> <p>CT: support 'in areas beyond national jurisdiction'</p>	<p>Implementation</p> <p>The obligations in the sub-paragraphs of para 4 are binding Implementation obligations. Obligations that require CCMs to take particular control or action over its vessels, operators, masters or crew (e.g. 'CCMs shall ensure that its flagged vessels...') are best treated as implementation obligations. This is because these obligations require CCMs to exercise control over its vessels, masters or crew – and require national binding measures to enable it to do so, along with</p>	

		<p>equal treatment and opportunities for all fishers regardless of race, colour, sex, language, belief system, religion, political opinion, sexual orientation, property or national origin</p> <p>*4. l) Provide protection to crew right of Whistle Blowing</p>		<p>appropriate monitoring controls.</p> <p>They should follow the following format:</p> <p><i>CCM submitted a statement in [ARPt2] that:</i></p> <p><i>(a.) confirms CCM's implementation through adoption of a national binding measure that requires [#].</i></p> <p><i>(b.) describes how the CCM is monitoring and ensuring that [#], and how CCM responds to potential infringement or instances of non-compliance with this requirement.</i></p>	
4 (i)	Provide crew members a safe working environment where the welfare, occupational safety and health of crews is effectively protected.	<p>Canada: suggests considering a footnote to expand on what may fall under welfare, safety and health of crew, including ensuring the physical integrity of crew, sexual abuse, etc.</p>		?	
4 (ii)	Ensure that no forced, or any other form of involuntary or compulsory labour, is used on fishing vessels.	<p>JP: With regard to "involuntary or compulsory labour", Japan suggests using a consistent phrase throughout this CMM.</p>	<p>US: Important to include specific language on forced labor in this paragraph.</p>	?	
4 (iii)	Provide terms of employment, that are set out in a written contract or agreement, which is made available to the crew member, in a form and language that facilitates the crew member's understanding of the terms, is agreed by the crew member prior to departure on the fishing trip, and signed by both the crew member and [the employer]. The [original or a copy of the] written contract or agreement shall [be carried on board and] be [made] available to the crew member and, [upon request, authorised officers] [in accordance with national law and practice,] to the concerned parties on request. A CCM may use the particulars, including in the crew agreement, as set out in the Attachment as a guideline.	<p>FFA: Noting the practicality of keeping the contract on the vessel and different languages will be of no use to authorised officers during inspection. Delete "original or a copy of the" and "be carried on board and be"; add "made" available and "upon request, authorised officers".</p> <p>WWF: It seems like the "employer" should be specified for clarity's sake. Given the frequency with which a crewing agency is used, it should be specified that the employer, which technically should be the vessel where the work is occurring, should be held responsible for any breach of an employment agreement. Given the transiency of crewing agencies, they should not be considered the "employer" if we intend to provide any level of genuine protection for crew.</p>	<p>US: Suggested wording to clarify when the agreement must be completed "prior to departure on the fishing trip".</p> <p>US: Suggested edits based on ILO language in C188, Article 18. Add "The written contract or agreement shall be carried on board and be available to the crew member and, in accordance with national law and practice, to other concerned parties on request".</p> <p>CN: Amend "The written contract, or agreement shall be carried on board and be available to the crew member and, in accordance with national law and practice, to the concerned parties on request." with "Ensure that the crew has a written contract or agreement." As the contract is done between the vessel owner/operator and the crew or between them through the labor agent, we have seen no legal basis to make it available to a third party, and we see no need to carry such contract onboard vessels. In fact, the contract is available to the crew who may implement such a contract while working on vessels.</p>	Implementation	

			<p>WWF: It seems like the "employer" should be specified for clarity's sake. Given the frequency with which a crewing agency is used, it should be specified that the employer, which technically should be the vessel where the work is occurring, should be held responsible for any breach of an employment agreement. Given the transiency of crewing agencies, they should not be considered the "employer" if we intend to provide any level of genuine protection for crew.</p> <p>APIL: inquires what would constitute acceptable practice for illiterate fishers, and if there might be a room for verbal agreement to supplement, but not replace, written agreement.</p> <p>APIL: strongly urges that this be changed to "shall" in order to render these particulars as requirements in crew employment contract.</p>		
<p>4 (iv)</p>	<p>Provide crew members decent working and living conditions on board fishing vessels, including access to clean or potable freshwater and food², occupational safety and health protection, medical care, rest periods and sleeping quarters, and conditions that facilitate minimum standards of health and hygiene;</p> <p>Footnote 2: Food must be in a quantity and quality sufficient to satisfy the dietary needs of individuals, free from adverse substances, and acceptable within a given culture.</p>	<p>WWF: Employing vessels must be required to carry all necessary food to keep crew sustained and healthy for the duration of the deployment.</p>	<p>CN: Regarding "rest periods", in tuna longline fishing vessels, unless the vessel is sailing, the operation time will always last 14-15 hours; if the crew work 8 hours a day, rest time is not reached, therefore the rest periods should be adjusted according to the actual situation.</p> <p>CN: for the footnote, we suggest adding "as practically possible" at the end of the sentence.</p> <p>WWF: There should be some additional detail here as to what constitutes "food". We've heard repeated reports that crew have been forced to eat fish purchased originally for bait, in some cases when it was deemed unsuitable for bait, but apparently suitable for human consumption. Quantity and quality of food should be considered. No crew member should be forced to eat discarded fish entrails or feel it is necessary to be required to catch additional non-target species, especially endangered, threatened, or protected</p>	<p>Implementation</p>	

			species, in order to avoid going hungry while at sea. Employing vessels must be required to carry all necessary food to keep crew sustained and healthy for the duration of the deployment.		
4 (v)	<p>Provide crew members documented decent and regular remuneration (for example monthly or quarterly) [(a minimum of every X months, and compensation not less than that prescribed in national or subnational legislation of the flag CCM)] that is [readily] accessible by crew [through independent means] [that remain at sea for long periods] as well as appropriate insurance for the crew;</p> <p>Can: Provide crew members documented decent and regular remuneration (a minimum of every X months, and compensation not less than that prescribed in national or subnational legislation of the flag CCM) that is readily accessible by crew through independent means, as well as appropriate insurance for the crew;"</p>	<p>Canada: proposes the following text (in red). Canada suggests decent and regular remuneration be better supported.</p> <ul style="list-style-type: none"> - decent can be framed in the context of no less than is required by national law/legislation. - regular should be supported by a minimum time frame, rather than examples. <p>It is also important that crew members have independent means to access their bank accounts while at sea, to have full control and oversight of the money being paid to them throughout their employment.</p> <p>PNG Fishing Industry: List of Crew Labour Rights *4.i) Provide protection for Migrant workers that is relevant worker documentation (e.g., passport, work permit, visa, etc.) shall be reviewed to ensure that all fishers meet legal requirements for employment in the applicable jurisdiction in the CMM especially on foreign flagged vessels and chartered or Locally based foreign boats.</p>	<p>CN: We suggest replacing "(for example monthly)" with "For example, monthly or quarterly, etc.". In addition, we have a question in the subparagraph regarding "long periods", how to define the term "long periods"?</p> <p>WWF: How does this prevent CCMs from simply maintaining the status quo that we are trying to address? Despite the parenthetical, "regular remuneration" could be annual or even biennial, which is wholly inappropriate.</p> <p>APIL: strongly suggests that the CMM impose regulations on the crew provider CCM to curb unethical recruitment processes. One specific way to realize this is to incorporate the following language in the CMM. "Flag and crew provider CCMs shall ensure that no fee or cost for recruitment be charged directly or indirectly, in whole or in part, to a crew member, such as through wage deduction, prepayment, or debt."</p>	Implementation	
4 (vi)	<p>Provide crew members regular opportunity to disembark consistent with national laws of the flag State, unfettered access to their identity documents, ability to terminate the contract of employment, access to [independent] communication devices to seek assistance and [a regular opportunity to] seek repatriation.</p>	<p>Canada: recommends we include 'independent communication devices' to allow free and unfettered ability to contact home/ government agency without fear of reprisal.</p>	<p>US: Suggest changes to clarify provisions for implementation and enforcement. "Provide crew members a reasonable opportunity to disembark as the local law allows, ready access to their identity documents, terminate the contract of employment, access to available internet and/or communication devices to seek assistance and seek repatriation."</p> <p>CN: This subparagraph shall be in line with the contract of employment. If the contract of employment has such contents, it should be OK, otherwise, it seems that it is unfair to the employer. In addition, for the current wording, we suggest adding "except for cases caused by the crew members themselves." after "Where the early</p>	Implementation	

			<p>termination of a contract is sought by the employer, transportation and other related expenses shall be the sole responsibility of the employer.”, and replace “.” with “,” after “employer” at the end of the sentence.</p> <p>WWF: generally dislike putting this “reasonable” qualifier here, because it effectively leaves the assessment of whether accessibility to identity documents or an opportunity to disembark up to the subjective assessment of the vessel operator. The power should be in the hands of the crew member to determine what is “reasonable”.</p> <p>APIL: suggests that the term “reasonable” be defined or be referred to a specific international standard.</p> <p>APIL: urges that crew should be entitled to the ownership of their identity documents at all time. Granting only a “reasonable opportunity” to access enables vessel operators or crew providers to retain the identity documents, which constitute an ILO forced labour indicator. APIL asks that the CMM specifically prohibit vessel owners, operators, and crew providers holding on to crews’ identity documents in order to explicitly prevent forced labour practices.</p> <p>APIL: reiterates that a crew’s right to repatriation is protected by ILO C188 (Art. 21(2)), and asks the CMM to make explicit that a crew member is entitled to repatriation at no cost to oneself.</p>		
4 (vii)	<p>Where the early termination of a contract is sought by the employer, transportation and other related expenses shall be the sole responsibility of the employer. [In cases involving employee insubordination, sabotage, or breach of contract] [or if early termination is the fault of a crew member’s misconduct, transportation and other related expenses shall be the responsibility of the crew member.]</p>	<p>Canada: With regard to termination being the fault of the crew member, while we understand the concerns previously raised that led to this sentence, Canada suggests time be spent on finding a solution to this issue. As currently written, this provision could easily be abused on the part of the owners and operators to avoid costs.</p> <p>CT: We support adding “In cases involving employee insubordination, sabotage, or breach of contract” to</p>	<p>CT: where early termination of a contract “resulted from” the employer – not “sought by”.</p> <p>WWF: There must be a better way to phrase this to prevent the cost from being displaced onto a crew member in the form of a fee that is applied in advance or after the fact.</p>	Implementation	

		clarify the possible scenario. WWF: Again, (in cases where termination is the fault of a crew member), there must be a due process requirement or it will almost certainly be the case that every crew will be found to have been insubordinate.			
4 (viii)	[Full protection of the health and safety and morals of young crew members, including ensuring young crew members have received adequate specific instruction or vocational training and have completed basic pre-sea safety training;]		CT: seeks clarification of "moral" and "young". US: Suggest moving this paragraph to the Attachment. CN: With respect to the migrating crew members, in practice, the obligation referred to specific instruction or vocational training, and completed basic pre-sea safety training shall be the obligation of CCM that provide the crew. After two years of discussion, we realized that it is better to separate the crew on board fishing vessels of the domestic crew and migrating crew members. Otherwise, it would be likely to mix the obligation of flag CCMs and CCMs that provide migrating crew.		Depending on where we land with para 5 (b) – training of young people could be covered by 5 (b).
5	CCMs shall ensure that owners and/or operators of their fishing vessels authorized to fly their flag operating [within the WCPF Convention area]:	JP: "Within the WCPF Convention Area" should be updated consistent with the Area of Application in paragraph 1. Canada: recommends the following text: "CCMs shall ensure that owners and operators of their fishing vessels authorized to fly their flag within [agreed scope]: ..."	JP: Added "shall ensure" rather than "shall require". To make it clear that it is the responsibility of the CCMs to ensure the implementation of this provision including ensuring compliance. CT: add "beyond their national jurisdiction" US: delete "WCPF".		Not clear why these two components in para 5 are separated from para 4?
5 (a)	[Carry aboard and] Maintain a [verified or updated] record of the provided contact details of each crew member's next of kin or designated contact person before the crew member embarks on a vessel [and share this information with flag CCM before crew member embark on vessel] [in coordination with crew providers, as appropriate]; and	Canada: suggests this paragraph be rewritten as follows: "Carry aboard and maintain a record of the contact details of each crew member's next of kin or designated contact person before the crew member embarks on a vessel and share this information with flag CCM before crew member embarks on vessel." Per CT previous comment regarding difficulty reaching crew, Canada has proposed that CCMs 'shall ensure'	CT: In order to ensure the practicability of accountability, it is suggested that the obligation to keep a record of contacts be deemed valid only when the said information is "provided" by the crew members. CN: it is not a simple issue just to require the vessel owners and operators to do so [maintain contact details], it is an issue for crew providers to cooperate with vessel owners and operators in terms of migrating crew.	Implementation	

		<p>contact details also be shared with the flag CCMs so that all involved can make every effort to reach these contacts.</p> <p>WWF: “a verified record”? “An updated record”? A vessel could just keep a list of random names and contact details and meet this standard.</p>	<p>WWF: “a verified record”? “An updated record”? A vessel could just keep a list of random names and contact details and meet this standard.</p>		
5 (b)	<p>Provide onboard safety training and/or instruction for all the crew members working on board the vessel, with consideration given to relevant international guidelines and standards [for training of fishers]. [including where applicable, the regulations set out in the Basic Safety Training for all fishing vessel personnel of the International Convention on Standards of Training, Certification and Watch keeping for Fishing Vessel Personnel (STCW-F). Owners and operators are encouraged to coordinate training with crew providers.]</p>	<p>FFA: Delete reference to the Basic Safety Training of the International Convention on Standards of Training, Certification and Watch keeping for Fishing Vessel Personnel (STCW-F) and add “for training of fishers”.</p>	<p>CT: add “and/or instruction” to provide a more inclusive approach. According to our domestic regulations and practices, any national that applies for a Fishing Vessel Crew Identification shall obtain the certificate on completing the basic safety training. Meanwhile, any foreign crew member employed by the operators shall possess the Crew Identification and/or Certificate of Fishing Vessel Officer issued by his/her home country to ensure they have the competency. Therefore, we suggest to consider inclusion of the requirement that all the crew members shall possess the Crew Identification/Certificate or complete required training before being employed and embarking on the vessel, to ensure their safety working on board.</p> <p>US: Suggested edit to clarify when the training needs to take place and the type of training. Provide “onboard safety” training.....</p> <p>CN: We suggest adding “Crew members are trained by the crew providing CCM to obtain fishery crew certificates in accordance with the Domestic Management Measures for Fishery Crew.” at the end of this paragraph.</p>	Report	<p>On-board training would include training for the young crew as well (see para 4 (viii)).</p>
IN THE EVENT OF A CREW MEMBER’S DEATH					
6	<p>In the event a crew member dies, [paragraphs 7(a), (c), (g) and (h) apply and [must be reported to the Secretariat]. Additionally, the flag CCM shall ensure that the owner and/or operator of the fishing vessel preserves the body for the purposes of an autopsy, investigation, and[/or] repatriation. Bodies of deceased crew may not be buried</p>	<p>JP: Japan still believes that this reporting requirement to the Secretariat is deleted. It also supports the idea to consider para 3 and 4 of CMM2017-03 on observer safety.</p> <p>JP: Japan suggests maintaining the text: “unless specifically authorized by a</p>	<p>editorial note – consider para 3 and 4 of CMM 2017-0</p> <p>Note that para numbers have changed since Nov 2023 version.</p> <p>CT: Add: “Paragraph 6 (a), (c), (g) and (h) also apply if a crew member dies.</p>	<p>Report: (comparable to AP for CMM 2017-03 03-06 where there was general support for the obligations to be RP as the required action is triggered by an event. This approach supports others’ comments that the ‘monitoring’ element is difficult to include as it relates to a reportable event.)</p>	<p>CMM 2017-03 CMM on protection of WCPFC ROP observers.pdf</p> <p>3. In the event that a WCPFC ROP observer dies, is missing or presumed fallen overboard, the CCM to which the</p>

<p>at sea [or disposed of in any other manner] [unless specifically authorized by a domestic regulation [or next of kin] and/or international standards].</p> <p><i>[proposed restructuring of this para for clarity:</i></p> <p>In the event a crew member dies, the flag CCM shall ensure that the owner and/or operators of the fishing vessel:</p> <p>(a): [immediately] ceases all fishing operations [as soon as practicable];</p> <p>(b): immediately notifies the flag CCM, relevant authorities, [the Secretariat] [and if appropriate the crew provider] [, crew member's next of kin or designated contact person, and crew provider if appropriate];</p> <p>(c): cooperates fully in all official investigations, and preserves any potential evidence and the personal effects and, [if not needed by other crew,] quarters [,if not needed by other crew,] of the deceased or missing crew member, and returns to port [if so ordered by flag] CCM;</p> <p>(d): [If a vessel is required to return to port, it may only depart upon receiving clearance from the relevant [port] [and] [flag] CCM authorities [after the port authority has notified the flag CCM about the departure].</p> <p>(e): preserves the body for the purposes of an autopsy, investigation, and[/or] repatriation. Bodies of deceased crew may not be buried at sea [or disposed of in any other manner] [unless specifically authorized by a domestic regulation [or next of kin] and/or international standards].</p>	<p>domestic regulation [or next of kin] and/or international standards"</p> <p>Canada: suggests this paragraph be placed after paragraph 6 so that we are not referencing future sub-paragraphs.</p> <p>WWF: ...Add at the direction of the next of kin... If a family member wants a deceased relative brought home, it is their decision and right to have that occur, not the employer. A family member should have SOLE discretion to decide whether a relative may be buried at sea.</p>	<p>Also...."</p> <p>CN: We suggest deleting "and must be reported to the Secretariat.", as the National Maritime Search and Rescue Center can already assist with crew rescue and it does not need to be notified to the WCPFC Secretariat. It is also recommended to notify the insurance agency of the crew provider and the labor company. In addition, we suggest adding "If the consent of the family is obtained after consultation, sea burial may also be chosen." after "Bodies of the deceased crew may not be buried at sea."</p> <p>Or, the sentences above Para 6 be revised to:</p> <p>"In the event a crew member dies, paragraphs 6(a), (c), (g), and (h) apply and must be reported to the Secretariat. Additionally, the flag CCM shall ensure that the operator of the fishing vessel preserves the body for the purposes of an autopsy, investigation, and repatriation. Bodies of the deceased crew shall be handled based on actual situations in accordance with the family's wishes, local customs, and cultural practices."</p> <p>WWF: There should be a specific provision that, despite international rules allowing for full body burial at sea, no fishing vessel may, under any circumstance, dispose of a body at sea and that all vessels should repatriate the body of any deceased crew member to their country of origin.</p> <p>APIL: suggests that repatriation of the deceased crew member's body be clearly guaranteed in the CMM, and that the cost of repatriation be not burdened upon the deceased's next of kin or designated contact person.</p> <p>APIL: is concerned with the lack of guidance on what the flag CCM shall do upon the death of a crew member, and ask that the flag CCM's responsibility be expressed in the CMM, such as in the following language. Add "and record and report accurate data about the</p>	<p><i>The Secretariat confirms that CCM submitted in AR Pt2 a statement confirming that it required its flagged vessel owner and/or operators in the event a crew member dies:</i></p> <p><i>a. to meet the requirements in paragraph 6, including to notify the flag CCM, relevant authorities, and the Secretariat;</i></p> <p><i>b. to ensure that the body is well-preserved for the purposes of an autopsy, investigation and/or repatriation.</i></p>	<p>fishing vessel is flagged shall ensure that the fishing vessel:</p> <p>a. immediately ceases all fishing operations;</p> <p>b. immediately commences search and rescue if the observer is missing or presumed fallen overboard, and searches for at least 72 hours, unless the observer is found sooner, or unless instructed by the flag CCM to continue searching2 ;</p> <p>c. immediately notifies the flag CCM;</p> <p>d. immediately alerts other vessels in the vicinity by using all available means of communication;</p> <p>e. cooperates fully in any search and rescue operation</p> <p>f. whether or not the search is successful, return the vessels for further investigation to the nearest port, as agreed by the flag CCM and the observer provider;</p> <p>g. provides the report to the observer provider and appropriate authorities on the incident; and</p> <p>h. cooperates fully in any and all official investigations, and preserves any potential evidence and the personal effects and quarters of the deceased or missing observer.</p> <p>4. Paragraphs 3(a), (c) and (h) apply in the event that an observer dies. In addition, the flag CCM shall require that the fishing vessel ensure that the body is well-preserved for the purposes of an autopsy and investigation.</p>
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			<p>death to the Secretariat in a publicly accessible and timely manner”.</p> <p>APIL: suggests specifying the operator's responsibility to facilitate death insurance directly to the family of deceased, as opposed to via intermediate agencies such as crew providers, to minimize the risk of deduction or incurring cost of repatriation of deceased. Add “facilitate death insurance directly, as opposed to through intermediary agencies, to the family of deceased to minimize the risk of deduction or incurring cost of repatriation of the deceased.”</p>		
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IN THE EVENT A CREW MEMBER IS MISSING OR PRESUMED FALLEN OVERBOARD

7	In the event that a crew member is missing or presumed fallen overboard, the flag CCM shall ensure that the [owner and/or] operator of the fishing vessel:	<p>Canada: suggests including owners and operators here as well as some of the items below may be carried out by owners are well.</p>	<p>CT: Some provisions of this paragraph are not applicable in the case of a crew member's death. Therefore, we suggest reverting to the November version draft by removing the highlighted language "dies", specifying the applicable provisions ((a), (c), and (h)) in the previous paragraph for crew member's death, and swapping the sequence of this paragraph and the previous paragraph. Replace "ensure" with "require".</p>	<p>Report: (comparable to AP for CMM 2017-03 03-06 where there was general support for the obligations to be RP as the required action is triggered by an event. This approach supports others' comments that the 'monitoring' element is difficult to include as it relates to a reportable event.)</p> <p><i>The Secretariat confirms that CCM submitted in AR Pt2 a statement confirming that it required its flagged vessel owner and/or operators in the event a crew member is missing or presumed fallen overboard:</i></p> <p><i>a. to meet the requirements in paragraph 7, including to notify the flag CCM, RCC, and relevant authorities.</i></p>	<p>CMM 2017-03 CMM on protection of WCPFC ROP observers.pdf</p> <p>5. In the event that a WCPFC ROP observer suffers from a serious illness or injury that threatens his or her health or safety, the CCM to which the fishing vessel is flagged shall ensure that the fishing vessel:</p> <ul style="list-style-type: none"> a. immediately ceases fishing operations; b. immediately notifies the flag CCM c. takes all reasonable actions to care for the observer and provide any medical treatment available and possible on board the vessel; d. where directed by the observer provider, if not already directed by the flag CCM, facilitates the disembarkation and transport of the observer to a medical facility equipped to provide the required care, as soon as practicable; and e. cooperates fully in any and all official investigations into the cause of the illness or injury. <p>6. For the purposes of paragraphs 3 through 5, the flag CCM shall ensure that the appropriate Maritime Rescue Coordination Centre 3, observer provider and Secretariat are immediately notified.</p>
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7 (a)	[immediately] ceases all fishing operations [as soon as practicable];	WWF: So what is practicable? Does that mean you can spend the next 2 hours hauling or setting before even looking for a missing crew?	US: To account for circumstances where gear may need to be retrieved or other operations need to be conducted for safety reasons: delete "immediately"; add "as soon as possible". CN: We suggest deleting "[immediately]" and remaining "[as soon as practicable]", that is the para reads "ceases all fishing operations as soon as practicable."	Report?	
7 (b)	immediately notifies the responsible Rescue Coordination Center (RCC) to report the incident time and location and commences search and rescue for at least 72 hours unless the crew member is found sooner, or unless [otherwise] instructed by the flag CCM to continue searching; ³ Footnote 3: In the event of force majeure, flag CCMs may allow their vessels to cease search and rescue operations before 72 hours have elapsed.		<i>[editorial note consider placement of footnote into main para]</i> US: Important to specify role of RCC. Add "immediately notifies the responsible RCC to report the incident time and location, and...." US: Difficult to mandate a minimum search time. Should be responsibility of RCC to direct the search and rescue operations and suggest clearly indicating this in paragraph e. Delete "and searches for at least 72 hours unless the crew member is found sooner, or unless [otherwise] instructed by the flag CCM to continue searching".		
7 (c)	immediately notifies the flag CCM and relevant authorities [and if appropriate the crew provider] [crew member's next of kin or designated contact person, and crew provider if appropriate];	Canada: suggests rewording to 'and if appropriate, crew provider' because 'if appropriate' applies only to crew provider. We may also include an obligation on the flag CCM to connect with next of kin and/or designated contact person should the owner and/or operator not be able to notify them immediately.	CT: Consistent with our comment for para. 5(a), in order to ensure the practicability of accountability, it is suggested that the obligation here to notify the crew member's next of kin or designated contact person be deemed valid only when such information is provided. "crew member's next of kin or designated contact person <i>if provided</i> , and <i>crew provider if appropriate</i> ". CT: We note that the definition and some related provisions regarding 'crew provider' and 'crew provider CCM' have been removed from this draft. However, since the terms 'crew provider' and 'crew provider CCM' still appear in para. 7(c), 9, 11, and 12, we suggest clarifying the definition and obligations for these entities.		

			CN: We suggest immediately notifying relevant authorities of the flag CCM, crew member's next of kin, or crew provider in case of migrating crew members.		
7 (d)	immediately alerts other vessels in the vicinity regarding the status of the crew member by using all available means of communication;		US: add "if missing or overboard" at beginning.		
7 (e)	cooperates fully in any search and rescue operation;		US: add "if missing or overboard" at beginning and cooperates fully "with RCC".		
7(f)	provides a report about the incident to the appropriate authorities of the flag CCM and other appropriate authorities on the incident if requested;		CN: the operator of the fishing vessel has no capacity to provide a report about the incident to other appropriate authorities on the incident. Therefore, we suggest deleting "and other appropriate authorities on the incident".		
7 (g)	cooperates fully in all official investigations, and preserves any potential evidence and the personal effects and, [if not needed by other crew,] quarters [if not needed by other crew,] of the deceased or missing crew member, and returns to port [if so ordered by flag] CCM; and	JP: In our understanding, at the previous WS, it was concluded that the phrase "if not needed by other crew" should go <i>before</i> "quarters" to clarify the meaning. See our suggested edit. FFA: Suggest deletion of "if not needed by other crew".	US: add "if so ordered by the flag CCM". CN: We suggest remove "and quarters of the deceased or missing crew member," as it is difficult to implement long-term retention of the dormitory.		
7 (h)	[If a vessel is required to return to port, it may only depart upon receiving clearance from the relevant [port] [and] [flag] CCM authorities [after the port authority has notified the flag CCM about the departure].	JP: Japan supports "flag CCM". Canada: Note that paragraph needs to be reworded for grammatical purposes. This paragraph also places many obligations on the port CCM under a paragraph that speaks to flag CCM obligations. No suggested text at this time. FFA: added "and": so it reads "relevant port and flag CCM...."	CT: While we understand the importance of facilitating investigations in the scenarios where this paragraph applies, we note that the authority governing the port at which the involved vessel calling may not have jurisdiction over the waters where the concerned event occurs. To account for such cases, we suggest adding the proposed language as indicated. CN: We suggest deleting this whole paragraph.		
[IN THE EVENT OF] FORCED LABOUR⁴ [PRACTICES] OR MISTREATMENT OF CREW [Role of CCMs in response to [poor and forced] labour conditions and mistreatment of crew]		Canada: notes that poor and forced labour are used interchangeably in this section. Our preference would to be include both poor and forced labour throughout. Also, Canada suggests the sub-header be changed to 'Role of CCMs in			Art 2 (1) of ILO Co29: For the purposes of this Convention the term forced or compulsory labour shall mean all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily.

	Footnote 4: The definition of forced labour refers to article 2 (1), ILO C029 Forced Labour Convention	response to [poor and forced] labour conditions and mistreatment of crew'.			
8	<p>In the event that a flag CCM has reasonable grounds to believe, based on [credible information such as] port state notifications, [or] information provided by a crew member or [other credible information HSBI reports], that a crew member's health and safety is endangered or that a crew member has been subjected to treatment that may indicate [forced labour] and/or [mistreatment] [, such as having been denied access to potable water, adequate food, toilets, rest, medical attention, or restriction of movement], the flag CCM [and port State] shall ensure that the owner and/or operator of the fishing vessel:</p>	<p>JP: Japan does not support the addition of "port State" here.</p> <p>Canada: requests that HSBI reports also be included and that we reframe as follows: " In the event that a flag CCM has reasonable grounds to believe, based on credible information such as port state notifications, information provided by a crew member or HSBI reports, that..."</p> <p>FFA: Suggest deletion of " such as having been denied access to potable water, adequate food toilets, rest, medical attention, or restriction of movement." Forced labour has prescribed indicators and mistreatment should be covered by the conditions in the CMM.</p>	<p>JP: We suggest using "mistreatment" consistently in this section, in order to avoid difficult discussion on the definition of two different terms "forced labour practices" here and "poor labour conditions" in the next two paragraphs.</p> <p>CT: Delete: "such as having been denied access to potable water, adequate food, toilets, rest, medical attention, or restriction of movement." We suggest referencing article 2, ILO C029 Forced Labour Convention in the footnote instead of enumerating possible scenarios of forced labor practices to ensure precision and conciseness.</p> <p>US: add "or other credible information".</p> <p>CN: Regarding "In the event that a flag CCM has reasonable grounds" in para 7, we seek clarification on the scope of "reasonable grounds" or the criteria for the meaning/concept/definition of it. Based on ILO force labor 11 indicators, "Wages withheld" is one of the indicators. In terms of migrating crew members, the obligation shall be for both flag CCMs and CCMs that provide migrating crew members. In normal practice, a fishing company relies on an agent company in the territory of other CCMs to enroll migrating crew members. Flag CCM has no power to order an agent company in the territory of other CCMs not to have wages withheld, it shall be an obligation for a CCM where the agent company for migrating crew members is located.</p> <p>APIL: is concerned with the lack of clear explanation of how a crew member might be able to report allegations of mistreatment to the port or flag state that can initiate the mechanisms listed below, and therefore suggests adding the following language. Add "A flag CCM, as well as a port CCM upon disembarkation, shall ensure that a crew member has access</p>	<p>Implementation (comparable to AP for CMM 2017-03 07 & 08 – implementation with removal of the monitoring element)</p> <p><i>CCM submitted a statement in AR Pt 2 that:</i></p> <p><i>a. confirms CCM's implementation through adoption of a national binding measure that requires its flagged vessels to do the following in the event that there are reasonable grounds to believe a crew member's health and safety is endangered or that a crew member has been subjected to treatment that may indicate [forced labour] and/or [mistreatment]</i></p> <p><i>i. Immediately take action to preserve the safety of the crew member and mitigate and resolve situation on board</i></p> <p><i>ii. Notify the flag CCM authorities of the situation as soon as possible, including remedies provided, status and location of crew member</i></p> <p><i>iii. Facilitate safe disembarkation of the crew member in a manner and place agreed to by flag CCM that facilitates access to any required medical treatment</i></p> <p><i>iv. Cooperates fully in any and all official investigations into the incident</i></p>	<p>CMM 2017-03 CMM on protection of WCPFC ROP observers.pdf</p> <p>8. In the event that there are reasonable grounds to believe a WCPFC ROP observer has been assaulted, intimidated, threatened, or harassed such that their health or safety is endangered and the observer or the observer provider indicates to the CCM to which the fishing vessel is flagged that they wish for the observer to be removed from the fishing vessel, the CCM to which the fishing vessel is flagged shall ensure that the fishing vessel:</p> <p>a. immediately takes action to preserve the safety of the observer and mitigate and resolve the situation on board;</p> <p>b. notifies the flag CCM and the observer provider of the situation, including the status and location of the observer, as soon as possible;</p> <p>c. facilitates the safe disembarkation of the observer in a manner and place, as agreed by the flag CCM and the observer provider, that facilitates access to any needed medical treatment; and</p> <p>d. cooperates fully in any and all official investigations into the incident.</p>

			<p>to a grievance mechanism to report allegations of abuse, mistreatment, and poor labour conditions to appropriate authorities.”</p> <p>APIL: suggests restoring reference to the 11 ILO forced labour indicators, or referencing to an ILO document in order to provide an exhaustive list of forced labour indicators.</p> <p>APIL: As with death or missing of a crew member, APIL urges that the flag CCM's responsibility to perform investigation and remediation upon such allegations of abuse and forced labour, as well as to record and report data on the investigation to the WCPFC, be expressed in the CMM. Add “the flag CCM shall conduct investigation and remediation upon the matter, and record and report the results of such measures to the Commission.”</p>		
8 (a)	immediately takes action to preserve the safety of the crew member and mitigate and resolve the situation on board;				
8 (b)	immediately provides the flag CCM’s designated authorities with a report on the situation, remedies provided, including the status and location of the crew member, as soon as possible;		US: add “full” report and “remedies provided”.	Report?	
8 (c)	facilitates the safe disembarkation of the crew member in a manner and place, as agreed by the flag CCM and crew member, including access to any needed medical treatment at the expense of the owner and/or operator; and				
8 (d)	cooperates fully in any and all official investigations into the incident, including by providing [independent and individual] access to all crew members remaining on the vessel	WWF: ...Independent and individual access...	US: add “including by providing access to all crew members remaining on the vessel.”		
8 (e)	[facilitates access of the crew member by the port State to the nearest embassy or consulate consistent with their nationality]	JP: Japan does not support the addition of this text because the responsibility of the port State is unclear.			

	facilitates access of the crew member by the port State to the nearest [support organisation,] embassy or consulate consistent with their nationality, [where available]	FFA: add "support organisation" and "where available".			
9	In the event that, after disembarkation from a fishing vessel a crew member reports [with reasonable evidence] to the port CCM an allegation of [poor labour conditions] [forced labour] or mistreatment while on board the fishing vessel, the port CCM shall notify, in writing, the flag CCM [and the Secretariat]. [and the Secretariat]. Upon notification, the flag CCM in accordance with Article 25 of the Convention, shall:	<p>JP: We suggest this edit (addition of "with reasonable evidence") to establish an objective process and avoid a situation that a crew member's unfounded claim creates undue burden to the relevant authority.</p> <p>JP: To use consistent terms with paragraph 8. Same applies to other places of the document. [Delete "poor labour conditions" and add "forced labour and/or..."]</p> <p>JP: We see value in the establishment of good communication between port state and flag state. At this stage, considering the workload of the Secretariat, suggest deleting reporting requirement to the Secretariat.</p> <p>WWF: We insist that the Secretariat must play a central role in recordkeeping and reporting of human and labour rights violations. The Secretariat must record, enumerate, and submit a report on the nature of the allegations and outcomes of any investigation on any reports submitted to the Secretariat under this provision annually to the TCC.</p>	<p>US: Suggested inclusion of some specific examples in this paragraph. Add after poor, "or abusive labour conditions, including, for example, failure to provide remuneration, lack of safe and healthy working conditions, withholding of ID documents"</p> <p>CN: We suggest that delete this whole paragraph. Because this is the port state's responsibility. Since this is a non-binding paragraph, we are flexible on this para if others agree.</p> <p>WWF: Notwithstanding footnote 1, I'd like to ensure, at least for the record of this discussion, that a fisheries observer is included in the definition of "crew member" for this purpose. Observers might often be the only source for identifying these kinds of allegations. We should absolutely allow crew members to provide this information, but we shouldn't impede and should support fisheries observers to do the same on crew members behalf.</p> <p>WWF: The Secretariat must record, enumerate, and submit a report on the nature of the allegations and outcomes of any investigation on any reports submitted to the Secretariat under this provision annually to the TCC.</p>	<p>Report: (comparable to CMM 2013-03 10 – supported as a RP obligation rather than IM obligation due to wording of paragraph).</p> <p><i>The Secretariat confirms that CCMs submitted a statement outlining how paragraph is implemented :</i></p> <ol style="list-style-type: none"> a. <i>Port CCMs have a procedure for reporting to a flag CCM and the Secretariat if they receive an allegation from a crew member about forced labour or mistreatment on board a fishing vessel;</i> b. <i>Flag CCMs have processes and procedures for conducting an investigation and taking appropriate action as a result, including cooperating in investigations carried out by the port CCM or a crew provider.</i> 	<p>CMM 2017-03 CMM on protection of WCPFC ROP observers.pdf</p> <p>10. In the event that, after disembarkation from a fishing vessel of a WCPFC ROP observer, an observer provider identifies—such as during the course of debriefing the observer—a possible violation involving assault or harassment of the observer while on board the fishing vessel, the observer provider shall notify, in writing, the flag CCM and the Secretariat, and the flag CCM shall:</p> <ol style="list-style-type: none"> a. investigate the event based on the information provided by the observer provider and take any appropriate action in response to the results of the investigation; b. cooperate fully in any investigation conducted by the observer provider, including providing the report to the observer provider and appropriate authorities of the incident; and c. notify the observer provider and the Secretariat of the results of its investigation and any actions taken.
9 (a)	investigate the allegations, including through information provided by the crew member (and crew provider where relevant), port CCM, and crew on the fishing vessel and take any appropriate action in response to the results of the investigation; and				
9 (b)	cooperate fully in any other investigation conducted, including providing the flag CCM's investigation report to the crew provider and		CT: delete "including". We suggest the proposed language to provide a clearer definition of the requirement for the flag state's CCM. Considering		

	port CCM.		that the subject of investigation should be the crew provider CCM, we suggest the revision as indicated (i.e. report to the "crew provider CCM"). US: add "port" CCM.		
10	In the event a port CCM is notified by a flag CCM that a crew member [requests to disembark from a fishing vessel due to poor labour conditions] [may have experienced indications of forced labour] or [systemic] mistreatment the port CCM shall facilitate entry to port of the fishing vessel to allow disembarkation of the crew member to the extent possible under national law and assist in any investigations if so requested by the flag CCM.	FFA: delete "requests to disembark from a fishing vessel due to poor labour conditions" and add "may have experienced indications of forced labour" or "systemic" mistreatment.	US: add "requests" APIL: suggests that the port CCM shall also provide adequate protection and support where possible. Add " and provide adequate protection and access to repatriation to the extent possible under national law"	Report (comparable to CMM 2013-07 09 – report obligation.) <i>The Secretariat confirms that port CCMs submitted a statement in AR Pt2 that confirms, in the event that it is notified by a flag CMM about forced labour or mistreatment of a crew member on board a fishing vessel, that it facilitated port entry for the relevant fishing vessel, facilitated safe disembarkation of the crew member, and assisted any investigation if requested by the flag CCM.</i>	
[ROLE OF CCMS TO SUPPORT INVESTIGATIONS INTO CREW INCIDENTS] [SPECIAL REQUIREMENTS OF DEVELOPING STATES]		Canada: If title recommendation incorporated above, Canada suggests removing this sub-header. FFA: amend heading to reflect para 12.			
11	[CCMs shall cooperate and provide support in relation to cases of forced labour and/or other crew mistreatment on fishing vessels, including facilitating evidence gathering from crew providers in their jurisdiction or from their nationals, where possible.]	FFA: remove as covered under art 25 of the Convention.	US: delete "incidents related to" and add "cases of forced labour or other crew mistreatment". Add evidence "gathering". CN: This paragraph only establishes the obligation for cooperation, including gathering from crew providers in their jurisdiction, it does not establish an obligation for CCMs that an agent company is located at its territory, in the case of migrating crew members, to ensure the payment to crew shall be in accordance with the contract between the agent and the crew member. And before doing so, such CCMs that provide migrating crew shall have such contract between the agent and the crew member recorded in the fisheries authority of such CCMs.	Report	CMM 2017-03 CMM on protection of WCPFC ROP observers.pdf 13. Where requested relevant observer providers, and CCMs shall cooperate in each other's investigations including providing their incident reports for any incidents indicated in paragraphs 3 through 8 to facilitate any investigations as appropriate.
12	To implement this Measure, developed CCMs are [encouraged] required to make efforts and consider options to assist developing CCMs, both flag CCMs and coastal CCMs, including working with local industries	FFA: delete "encouraged" and replace with "required".			

	(which includes crew providers) to help them meet the standards in this Measure.				
COMPLIANCE WITH MEASURE					
13	CCMs shall advise the Commission (in Part 2 of their Annual Report) on implementation [and enforcement] of this Measure [through their relevant national legislation].	<p>JP: The way to examine the compliance of the measure should be defined in the Audit points. Suggest deleting "through their relevant national legislation".</p> <p>FFA: Delete "and enforcement".</p> <p>WWF: The Secretariat must play a role in documenting and collating reported incidents against crew in the WCPFC CA.</p>	<p>JP: Deleted "through their national instrument, which will then be formally reviewed by the Technical and Compliance Committee as part of the compliance monitoring review process." Obligations subject to CMS process should be identified through with the procedures provided by CMS-CMM.</p>	Reporting	
14	This measure will take effect on X January, 2028.				
ATTACHMENT: PARTICULARS THAT [MAY-SHALL] BE INCLUDED IN A CREW AGREEMENT		RMI: Change "MAY" to "SHALL".			
1	The crew's family name and other names, date of birth or age, and birthplace.				
2	The place at which and date on which the agreement was concluded.				
3	The details of the next of kin [or designated contact person] in the event of an emergency.	<p>JP: Add "or designated contact person" to be consistent with (now deleted, but possibly reinserted text of) 7(iii)</p>	<p>CT: Add "or designated contact person". We suggest adding the proposed language in conformity with the phrasing used in paragraph 5(a).</p> <p>CN: We believe family contact information will not be reflected in the agreement, so we suggest deleting this sentence.</p>		
4	The name of the fishing vessel or vessels and the registration number of the vessel or vessels on board which the crew undertakes to work. [If the crew changes vessels that are not identified, these must be added into the contract by way as an amendment.]	<p>RMI: If the crew changes vessels that are not identified, these must be added into the contract by way as an amendment</p>	<p>CN: Some crew members will change ships during the contract period, so the contract cannot appoint any specific ship.</p>		
5	The name and address of the employer, or fishing vessel owner [and/or operator] , or other party to the agreement with the crew.	<p>JP: Add "and/or operator" to be consistent with the modified text in the chapeau of the paragraph 4.</p>	<p>US: add "and address".</p>		
6	Starting date and duration of contract.		<p>US: add "Starting date and duration of contract".</p>		
7	The voyage or voyages to be undertaken, if this can be determined at the time of making the agreement.				

8	The capacity in which the crew is to be employed or engaged.		APIL: suggests expanding what the CMM suggests as "capacity", in lieu of conventional job description. Add " in lieu of job description, such as working area and working hours."		
9	If possible, the place at which and date on which the crew is required to report on board for service. [This should include details of the carrier delivering the crew to its vessel, if the crew is to board at sea.]	RMI: Add "This should include details of the carrier delivering the crew to its vessel, if the crew is to board at sea."			
10	The provisions to be supplied to the crew, any in-kind payments of a limited proportion of the remuneration, 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, and periodicity and form of payments.		US: add "and periodicity and form of payments". CN: We suggest revising this article to "Agreement on the amount of salary and the periodicity of payment."		
11	The termination of the agreement and the conditions thereof, namely: i. if the agreement has been made for a definite period, the date fixed for its expiry, unless agreed by mutual consensus; ii. if the agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the crew shall be discharged; and iii. if the agreement has been made for an indefinite period, the conditions which shall entitle either party to rescind it, as well as the required period of notice for rescission, provided that such period shall not be less for the employer, or fishing vessel owner [and/or operator] or other party to the agreement with the crew.	JP: as above (para 5 of Attachment). Add "and/or operator" to be consistent with the modified text in the chapeau of the paragraph 4.	CN: With regard to 11 (i), we suggest adding "The agreement can be extended by mutual consensus." At the end of this paragraph.		
12	The right of termination by the crew in the event of mistreatment and abuse, and to clearly account for deductions made against the crew member's wages for any in-kind contributions.		CN: We seek clarification and further interpretation of the content of this whole paragraph.		
13	The protection that will cover the crew in the event of [forced labour and/or] mistreatment [and abuse] , sickness, injury or death in connection with service.	JP: To use consistent term throughout the document. Delete "abuse" and add "forced labour and/or mistreatment".			

14	The amount of paid annual leave or the formula used for calculating leave, where applicable.				
15	The health and social benefits coverage and benefits to be provided to the crew by the employer, fishing vessel owner, or other party or parties to the crew's work agreement, as applicable.				
16	The crew's entitlement to repatriation and terms of repatriation.		US: add "and terms of repatriation".		
17	Information on crew members' rights and access to complaint mechanisms, [including a reference to the collective bargaining agreement where applicable].	JP: Japan requests a clarification on what this part ("including a reference to the collective bargaining agreement where applicable") is referring to.	US: add "Information on crew members' rights and access to complaint mechanisms, including a reference to the collective bargaining agreement where applicable".		
18	The minimum periods of rest, in accordance with national laws, regulation or other measures.		US: Add "The minimum periods of rest, in accordance with national laws, regulation or other measures." CN: There is no minimum rest time, and employment contracts are concluded based on "irregular working hours".		
19	[Contact information for accessing legal support, and/or disputes mechanism.]	JP: With addition of paragraph 17, we don't need to have paragraph 19, in particular assess to legal support.	CT: Propose: "Contact information for accessing to legal support, and/or disputes mechanism". As this attachment is designed as particulars that may be included in a crew agreement, we suggest deleting the requirements on timeframe and editing the language for conciseness. APIL: is concerned with the lack of guarantee on access to dispute mechanism upon embarkation, and urges that a crew member's access to dispute and grievance mechanism be ensured in the crew agreement at all time before and after embarkation.		
20	[Full protection of the health and safety and morals of young crew members, including ensuring young crew members have received adequate specific instruction or vocational training and have completed basic pre-sea safety training.]	Canada: suggests that we also include that crew be equipped/outfitted with industry standard safety equipment and clothing to minimize risk of injury.	US: moved from para 4 (viii).		

