



**1ST INTERSESSIONAL WORKSHOP ON IMPROVING LABOUR STANDARDS FOR  
CREW ON FISHING VESSELS**

**Electronic Meeting**

**July 13, 2021**

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**REVISED DRAFT CMM PROPOSAL FOR DISCUSSION**

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**12 July 2021**

**Submitted by the Co-Chairs**



**COMMISSION  
SEVENTEENTH REGULAR  
SESSION**

Online  
xx December 2021

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**CONSERVATION AND MANAGEMENT MEASURE ON LABOUR  
STANDARDS FOR CREW ON FISHING VESSELS**

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**CMM 2021-XX**

The Commission for the Conservation and Management of Highly Migratory Fish Stock in the Western and Central Pacific Ocean,

**Recalling** [Articles 6.17 and 8.2.5 of ] the 1995 FAO Code of Conduct for Responsible Fisheries, which, inter alia, provides standards of conduct for all persons involved in the fisheries sector and calls on States to ensure that health and safety standards are adopted for everyone employed in fishing operations and that safe, healthy, and fair working and living conditions meet internationally agreed standards adopted by relevant international organisations;

**Further Recalling** Article 6 of the FAO Voluntary Guidelines for Securing Sustainable Small-Scale Fisheries in the Context of Food Security and Poverty Eradication

**Concerned About** the increasing instances of poor labour conditions and mistreatment of crew, including instances of trafficking, servitude, bonded labour, forced labour and child labour and breaches of human rights on board fishing vessels;

**Noting** the ILO C188 Work in Fishing Convention 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;

**Committed to** the protection of human rights and fundamental freedoms as set out under the Universal Declaration of Human Rights 1948;

**Mindful** of 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;

**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 central role that crew members and observers play in contributing to effective fishing operations;

**Recalling** efforts that CCMs have made in recent years in improving the conditions and welfare of observers on board fishing vessels, and acknowledging the equal importance of the welfare of crew members;

**Recognising** that FFA members have adopted Harmonised Minimum Terms and Conditions for Labour Standards for crew on fishing vessels licensed to fish in their Exclusive Economic Zones and such conditions are applicable to licensed foreign fishing vessels and flagged fishing vessels

**Reaffirming** the importance of the responsibilities of flag States under international law regarding fishing vessels flying their flag, including with respect to safety at sea, labour conditions and protection of human rights on fishing vessels;

**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, and that CCMs are interested in promoting safe and decent employment for their nationals, including direct access to welfare and legal support;

**Recalling** Resolution 2018-01 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 WCPF Convention area;

**Further mindful** that Article 8(1) of the Convention requires compatibility of conservations and management measures established for the high seas and those adopted for areas under national jurisdictions;

**Desiring** to put in place generally accepted international minimum standards for the responsible conduct of fishing operations:

**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:

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1. CCMs shall ensure that their national legislation applies to all crews working on fishing vessels flying their flag [in the areas beyond their jurisdictions of the WCPF Convention Area] [and, where appropriate and applicable, CCMs shall adopt measures into their national legislation to establish minimum standards regulating crew labour conditions], as provided for in the following paragraphs of this CMM.
2. CCMs shall ensure the adequate enforcement of all relevant legislation, including by identifying and prosecuting breaches of relevant national laws relating to the treatment of crew by people in the fishing industry including the skipper, fishing master, crewmates, vessel owner, and vessel operators of their flagged vessels.

3. CCMs shall [implement measures consistent with generally accepted international minimum standards for crew on fishing vessels to] ensure fair and safe working conditions on board for all crew working on fishing vessels flying their flag and operating within [ areas beyond their jurisdictions of ] the WCPFC Convention area, including, *inter alia*:
  - a) A safe and secure working environment with minimum risk to health, safety, and welfare;
  - b) Fair terms of employment, that are enshrined in a written contract or agreement ~~or in equivalent measures~~, [containing the particulars set out in the Attachment], which are made available to the crew member, in a form and language that facilitates the employee's understanding of the terms and is agreed by the crew member;
  - c) Decent working and living conditions on board fishing vessels, including access to sufficient freshwater and food, operational safety protection and medical care, and that facilitate acceptable standards of sanitary hygiene which has to be provided by the fishing operator or the owner of the fishing vessel;
  - d) Decent and regular remuneration as well as appropriate insurance for the crew;
  - e) The right to reasonable opportunity to disembark, terminate the contract of employment, and seek repatriation at the employer's cost;
  - f) Crew providers and vessel operators shall make sure crew members are aware of their rights, access to legal support, and access to a disputes mechanism before a contract is signed, and before a crew member embarks on a vessel;
  - g) Full protection of the health, safety and morals of young persons, including ensuring young persons have received adequate specific instruction or vocational training and have completed basic pre-sea safety training;
  - h) Crewing agents and vessel owners and operators shall record each crew member's next of kin and contact details before the crew member embarks on a vessel;
  - i) Promote sufficient training for all the fishers working on board, as provided for by International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel (STCW-F) -
4. In the event that a crew member of a fishing vessel is missing or presumed fallen overboard, the CCM to which the fishing vessel is flagged shall ensure that the operator of the fishing vessel:
  - a) Immediately ceases all fishing operations;
  - b) Immediately commences search and rescue if the crew member is missing, or presumed fallen overboard, and searches for at least 72 hours unless the crew member is found sooner, or unless instructed by the flag CCM to continue

searching<sup>1</sup>;

- c) immediately notifies the [flag CCM/relevant agencies] and, through communication through contact points of the flag CCM and the crew provider, crew member's next of kin or designated contact person, immediately alerts other vessels in the vicinity by using all available means of communication;
  - d) cooperates fully in any search and rescue operation;
  - e) whether or not the search is successful, return for further official investigation to one of the nearest ports, as agreed by the flag CCM [and the manning agent/crew provider];
  - f) provides a report about the incident to [the manning agent/crew provider] and appropriate authorities;
  - g) cooperates fully in all official investigations, and preserves any potential evidence and the personal effects and quarters of the deceased or missing crew member; and
  - h) departs port only upon receiving clearance from the flag CCM and relevant port State authorities
5. Paragraphs 3(a), (c) and (h) apply if a crew member dies. Also the flag CCM shall require that the operator of the fishing vessel ensure that the body is well-preserved for the purposes of an autopsy, investigation, and repatriation.
6. In the event that a crew member suffers from an illness or injury that affects the performance of his or her work or safety, the CCM to which the fishing vessel is flagged shall ensure that the operator of the fishing vessel:
- a) immediately ceases fishing operations and calls to one of the nearest port;
  - b) excuses the crew member of any and all active duties, with full pay
  - c) immediately notifies the flag CCM where the crew member suffers from serious illness or injury which requires immediate medical attention that is not available on board, and, in this instance, shall immediately cease fishing;
  - d) takes all necessary actions to care for the crew member and provide any medical treatment available and possible on board the vessel;
  - e) where directed by the [manning agent/crew provider], or CCM to which the crew member is a national, if not already directed by the flag CCM, to the extent possible facilitates the disembarkation and transport of the crew to a medical facility equipped to provide the required care, as soon as practicable at the operator's expense; and
  - f) cooperates fully in all official investigations into the cause of the illness or injury.
7. For the purposes of paragraphs 4 through 6, the flag CCM shall ensure that the

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<sup>1</sup> In the event of force majeure, flag CCMs may allow their vessels to cease search and rescue operations before 72 hours have elapsed.

appropriate Maritime Rescue Coordination Centre<sup>2</sup>, [manning agent/crew provider] and Secretariat are immediately notified.

8. In the event that there are reasonable grounds to believe a crew member has been assaulted, intimidated, threatened, or harassed such that their health or safety is endangered and the crew member [or the manning agent] indicates to the CCM to which the fishing vessel is flagged that they wish for the crew member to be removed from the fishing vessel, the CCM to which the fishing vessel is flagged shall ensure that the operator of the fishing vessel:
  - a) immediately takes action to preserve the safety of the crew member and mitigate and resolve the situation on board;
  - b) immediately notifies the flag CCM [and the manning agent] of the situation, including the status and location of the crew member, as soon as possible;
  - c) facilitates the safe disembarkation of the crew member in a manner and place, as agreed by the flag CCM [and the manning agent], that facilitates access to any needed medical treatment at the expense of the employer; and
  - d) cooperates fully in any and all official investigations into the incident.
9. In the event that there are reasonable grounds to believe that a crew member has been assaulted, intimidated, threatened, or harassed but the crew member does not wish to leave the fishing vessel, the CCM to which the fishing vessel is flagged shall ensure that the operator of the fishing vessel:
  - e) immediately takes action to preserve the safety of the crew member and mitigate and resolve the situation on board as soon as possible;
  - f) immediately notifies the flag CCM [and the manning agent/crew provider] of the situation as soon as possible; and
  - g) cooperates fully in all official investigations into the incident.
10. If any of the events in paragraphs 4 – 8 occur, port CCMs, shall facilitate entry of the fishing vessel to allow disembarkation of the crew member and, to the extent possible, assist in any investigations if so requested by the flag CCM.
11. In the event that, after disembarkation from a fishing vessel of a crew member, a possible violation involving assault or harassment of the crew while on board the fishing vessel is identified, [the manning agent or port CMM shall notify], in writing, the flag CCM and the Secretariat, and the flag CCM shall:
  - a) immediately investigate the event based on the information provided by the [manning agent/crew provider] and port CCM and take any appropriate action in response to the results of the investigation;
  - b) cooperate fully in any investigation conducted by the [manning agent/crew provider] or port CCM, including providing the report to the crew member provider

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<sup>2</sup> <http://sarcontacts.info/>

and appropriate authorities of the incident; and

- c) notify the [manning agent/crew provider or port CCM] and the Secretariat of the results of its investigation and any actions taken.

12. CCMs shall ensure that the manning agent/crew provider:

- a) immediately notify the flag CCM in the event that a crew member dies, is missing or presumed fallen overboard in the course of their duties;
- b) cooperate fully in any search and rescue operation;
- c) cooperate fully in all official investigations into any incident involving a crew member;
- d) facilitate the disembarkation and replacement of a crew member in a situation involving the serious illness or injury of that crew member as soon as possible; and
- e) facilitate the disembarkation of a crew member in any situation involving the assault, intimidation, threats to, or harassment of that crew member to such an extent that the crew member wishes to be removed from the vessel, as soon as possible.; and

13. CCMs shall ensure that any authorized High Seas Boarding and Inspection vessels flying their flag cooperate, to the greatest extent possible, in any search and rescue operation involving a crew member. CCMs shall also encourage any other vessels flying their flag to participate, to the greatest extent possible, in any search and rescue operations involving a crew member.

14. Where requested, relevant [manning agent/crew provider and] CCMs shall cooperate in each other's investigations including providing their incident reports for any incidents indicated in paragraphs 4 through 8 to facilitate any investigations as appropriate.

15. CCMs are encouraged to work with any entities involved in recruitment of crew to implement the provisions of this Measure.

16. CCMs are encouraged to apply and, where appropriate, strengthen effective jurisdiction and regularly control over vessels flying their flag and to exercise due diligence to improve and enforce requirements regarding crew conditions on board fishing vessels.

15ter. CCMs are encouraged to develop national level regulations that mitigate the scope for unethical recruitment practice as appropriate, and to appoint an official point of contact to facilitate timely information exchange with regard to the implementation of this Measure. The official point of contact shall be updated as appropriate.

17. CCMs are encouraged to ratify and apply the ILO C188 Work in Fishing Convention;

18. CCMs shall advise the Commission (in Part 2 of their Annual Report) on implementation of this CMM.

19. To implement this Measure, developed CCMs are encouraged to make efforts and consider options to assist developing CCMs, both flag CCMs and coastal CCMs, , including working with local industries (which includes manning agents/crew providers) to help them meet the minimum standards in this Measure.

20. This measure will take effect on 1 January 2023

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## ATTACHMENT

### PARTICULARS OF CREW AGREEMENT

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 in the event of an emergency
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;
5. The name of the employer, or fishing vessel owner, or other party to the agreement with the crew;
6. The voyage or voyages to be undertaken, if this can be determined at the time of making the agreement;
7. The capacity in which the Crew is to be employed or engaged;
8. If possible, the place at which and date on which the Crew is required to report on board for service;
9. The provisions to be supplied to the Crew, 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;
10. 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;
  - 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 or other party to the agreement with the Crew;
11. The right of termination by the Crew in the event of mistreatment and abuse;
12. The protection that will cover the Crew in the event of mistreatment and abuse, sickness, injury or death in connection with service;
13. The amount of paid annual leave or the formula used for calculating leave, where applicable;
14. 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;
15. The Crew's entitlement to repatriation.