



**TECHNICAL AND COMPLIANCE COMMITTEE**  
**Eighteenth Regular Session**  
Electronic Meeting 21 – 27 September 2022

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**UPDATE FROM CO-CHAIRS ON INTERSESSIONAL WORK TO IMPROVE CREW  
LABOUR STANDARDS**

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WCPFC-TCC18-2022-22\_rev1<sup>1</sup>  
29 August 2022

Update from Co-Chairs

In December 2020 the Commission agreed that intersessional work to improve crew labour standards be led by Co-Chairs Indonesia and New Zealand. Work commenced in February 2021 with multiple rounds of email feedback and a virtual workshop in July 2021. An update was also provided to TCC17 in September 2021. TCC17 recommended that work continue on improving crew labour standards and an update be provided to WCPFC18 in December 2021. Due to limited time, the draft CMM was not discussed at WCPFC18 and it was recommended that work continue intersessionally in 2022. A virtual meeting has been conducted in July 2022 with an updated draft as an outcome.

The co-chairs would like to thank members of the intersessional working group for their excellent feedback to-date. We have made significant progress and the latest revised draft CMM is attached.

We would also like to thank members and observers for their engagement at the workshop on 27 July. Regarding the three main issues discussed at the workshop: scope of the measure; roles and responsibilities for port CCM, flag CCM, vessel owner/operator, and crewing agency; and status of the crew agreement, further discussion is needed. The attached draft CMM incorporates feedback received at the workshop and we look forward to discussing these issues further.

Kind regards

Putuh Suadela (Indonesia) and Sarah McAvinchey (New Zealand)

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<sup>1</sup> This version replaces the original that was issued on 26 August 2022. A correction was made to the draft CMM.



COMMISSION  
NINETEENTH REGULAR SESSION

Online  
xx December 2022

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CONSERVATION AND MANAGEMENT MEASURE ON SAFETY AND  
SECURITY FOR CREW ON FISHING VESSELS

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CMM 2022-XX

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

**Concerned about** ongoing instances of poor labour conditions and mistreatment of crew, including instances of human trafficking, servitude, bonded labour, forced labour and child labour and human rights abuses on board fishing vessels;

**Recalling** the importance of respect for and protection of the human rights enshrined under the Universal Declaration of Human Rights 1948;

**Recalling** Articles 6 and 8 the 1995 FAO Code of Conduct for Responsible Fisheries which set out international standards, including the labour standards for the responsible conduct of fishing operations to ensure fair work and living conditions;

**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;

**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.

**Noting** the 1988 ILO Declaration of Fundamental Principles and Rights at Work and 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;

**Recalling** Article 32 of the Convention on the Rights of the Child, which requires states parties to recognize 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 essential 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, including the adoption of CMM 2017-03, *Conservation and Management Measures for the Protection of WCPFC Regional Observer Programme Observers*,<sup>1</sup> 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;

**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;

**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;]

**[Recalling** Article 25(1) of the Convention, which requires each CCM to enforce the provisions of the Convention and any conservation and management measures adopted by the Commission;]

**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:

1. CCMs shall ensure that their national legislation applies to all crews<sup>1</sup> working on fishing vessels fishing for highly migratory fish stocks that are authorized to fly their flag [in the

<sup>1</sup> Crew includes all persons of any age, on board a fishing vessel.

**Commented [MS(1):** These two paras require further discussion from members. US/JP/CT support deleting PP 16. NZ support deleting PP 14 and 15

areas beyond their own national 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.

1ter: The following paragraphs apply to vessels fishing for highly migratory fish stocks in the Convention area, except for artisanal small-scale vessels. Coastal CCMs are encouraged to take consistent measures in archipelagic waters and territorial seas and to inform the Commission Secretariat of the relevant measures that they will apply in these waters.

[Obligations for CCMs of Crew providers]  
X. CCMs of crew providers shall ensure crew providers who they have jurisdiction of provide crew:

- a) Terms of employment, that are enshrined in a written contract or agreement, [CCMs may use the particulars included in the crew agreement as set out in the Attachment as a guideline], 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 prior to departure; and
- b) Decent and regular remuneration (e.g. monthly) that is accessible by crew that remain at sea for long periods as well as appropriate insurance for the crew]

**Commented [MS(2):** Please see proposed changes to para 9 to address CCM of crew provider obligations as an alternative to this stand alone section.

#### **Fair and safe working conditions on board fishing vessels**

2. CCMs shall provide fair and safe working conditions on board for all crew working on fishing vessels authorized to fly their flag and operating within [areas beyond their jurisdiction in] the WCPFC Convention area, including, *inter alia*:

2ter (USA): CCMs shall require owners and operators of their fishing vessels authorized to fly their flag, operating in [areas beyond national jurisdiction of] the Convention area to establish:

- a) A safe working environment where the welfare, occupational safety and health of fishers is effectively protected.
- b) Terms of employment, that are enshrined in a written contract or agreement, [CCMs may use the particulars included in the crew agreement as set out in the Attachment as a guideline], 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 prior to departure;
- c) Decent working and living conditions on board fishing vessels, including access to clean or potable freshwater and food, occupational safety and health protection, medical care, rest periods, and conditions that facilitate minimum standards of health and hygiene which is to be provided by the fishing operator or the owner of the fishing vessel;

- d) Decent and regular remuneration (e.g. monthly) that is accessible by crew that remain at sea for long periods as well as appropriate insurance for the crew;
- e) Providing crew members with the reasonable opportunity to disembark, access their identity documents, terminate the contract of employment, access to communication with union or workers' rights organization that can render assistance and seek repatriation. Transportation and other related expenses shall be at the employer's cost in the case that the early termination of the contract is resulted from the employer;
- f) Crew providers<sup>2</sup> and fishing 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 fishing vessel;
- g) 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) Crew providers [and vessel owners and operators] shall [make best efforts to] record the contact details of each crew member's next of kin or designated contact person before the crew member embarks on a vessel; and
- i) Promote [sufficient] training for all the fishers working on board - with consideration to relevant international guidelines and standards, including the regulations set out in the Basic Safety Training for all fishing vessel personnel of the International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel (STCW-F).

**Commented [MS(3):** CT – question in what form will remuneration be accessible. For discussion.

**Commented [MS(5):** Comment that some CCMs will struggle to implement access to legal support and dispute mechanisms.

Suggest these clause could be moved to Annex.

**Commented [MS(6):** Comment regarding appropriateness of including morals and definition of young person.

CT – this CMM should set a minimum age for application so that all ages should be protected.

**Commented [MS(7):** US – question use of “sufficient” and enforceability

[3.To ensure crew safety prior to disembarkation, crew providers shall and CCMs shall ensure owners and operators:]

- a) Not threaten crew or their family members with denunciation to the authorities or otherwise coerce such workers into taking up or maintaining employment.
- b) Not charge a fee or any cost for recruitment directly or indirectly, in whole or in part, to the crew member.
- a)c) Not retain or withhold personal documents or other valuable items for the purpose of binding crew to employment.
- b)d) Ensure that the minimum age for work on board a fishing vessel shall be consistent with domestic laws of the CCM.

**Commented [MS(8):** Suggestion to define a minimum age

#### Crew member missing or presumed fallen overboard

2.3. 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:

<sup>2</sup> “Crew provider” means any person, company, institution, agency or other organization, in the public or the private sector, which is recruiting crew members on behalf of, or placing crew members with, fishing vessel operators.

- a) immediately ceases all fishing operations following the commencement of search and rescue efforts;
- 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>3</sup>;
- c) immediately notifies the flag CCM and relevant authorities, crew member's next of kin or designated contact person [if known] and crew provider if appropriate;
- d) immediately alerts other vessels in the vicinity by using all available means of communication;
- e) cooperates fully in any search and rescue operation;
- f) provides a report about the incident to the appropriate authorities of the flag CCM; the CCM of the crew provider], [port or coastal CCM if appropriate] and appropriate authorities on the incident;
- 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 relevant port CCM authorities after the port authority has notified the flag CCM about the departure.

#### Death of a crew member

3.4. The relevant provisions of paragraph 3 [ OR Paragraph 3 (a), (c) and (h) ] also 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.

#### Illness or injury of a crew member

4.5. In the event that a crew member suffers from a serious 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) designates at least one crew member among the crew monitor the crew member;
- b) Excuses the crew member of any and all active duties, with fair compensation in accordance with national or subnational legislation of the flag state;
- c) immediately notifies the designated authorities of the flag CCM where the crew member suffers from serious illness of injury which requires immediate medical attention that is not available on board;
- d) takes all necessary actions to care for the crew member and provide any medical treatment available and possible on board the vessel;
- e) facilitates the disembarkation and transport of the seriously ill or injured crew member to a medical facility equipped to provide the required care, including if appropriate by transferring the crew member to another vessel operating nearby, as soon as practicable; and
- f) cooperates fully in any and all official investigations into the cause of the illness or injury;
- g) pays for all of the medical treatment, transportation fees and other related expenses if the crew member is sick or injured whilst working on the fishing vessel.

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<sup>3</sup> In the event of force majeure, flag CCMs may allow their vessels to cease search and rescue operations before 72 hours have elapsed.

~~5.6.~~ For the purposes of paragraphs 3 through 5, the flag CCM shall ensure that the appropriate Maritime Rescue Coordination Centre<sup>4</sup>, the CCM of the crew provider and WCPFC Secretariat are immediately notified.

#### **Assault, intimidation, threat, harassment or forced labour of crew – crew member wants to leave fishing vessel**

~~6.7.~~ In the event that there are reasonable grounds to believe a crew member's health and safety are endangered, or that the crew member has been subjected to any forced labour practices, such as having been denied access to potable water, adequate food, toilets, rest, medical attention, or restriction of movement, the CCM to which the fishing vessel is flagged shall ensure that the operator of the fishing vessel:

Commented [MS(9)]: US comments tracked.

- 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's designated authorities 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 crew member, including access to any needed medical treatment at the expense of the operator; and
- d) cooperates fully in any and all official investigations into the incident.

~~7.8.~~ If any of the events in paragraphs 3 – 7 occur, port CCMs, shall facilitate entry 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 [including by providing access to all crew members remaining on the vessel]

#### **Allegation of assault, harassment, ~~or forced labour~~ or lack of remuneration– reported to port CCM by crew member after disembarkation**

~~8.9.~~ In the event that, after disembarkation from a fishing vessel a crew member reports to the port CCM an allegation of [assault or harassment] while on board the fishing vessel or lack of remuneration, the port CCM shall notify, in writing, the flag CCM, the CCM of the crew provider in regards to remuneration and the Secretariat. The flag CCM shall:

- a) immediately investigate the allegations, including through information provided by the crew member (and crew provider as relevant), port CCM, and crew on the fishing vessel and take any appropriate action in response to the results of the investigation;
- b) cooperate fully in any investigation conducted by the CCM of the crew provider or port CCM, including providing the flag CCM's investigation report to the crew member provider and CCM; and
- c) [notify the CCM of the crew provider or port CCM] and the Secretariat of the results of its investigation and any actions taken.

Commented [MS(10)]: Suggest from CT to delete this para, as it's covered in (b)

#### **Role of vessels, including HSBI vessels, to assist in search and rescue operations**

<sup>4</sup> <http://sarcontacts.info/>

~~9~~.10. In accordance with paragraph 3(d) CCMs shall encourage any authorized High Seas Boarding and Inspection vessels flying their flag to contribute to any search and rescue operation for a crew member from a fishing vessel. 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 fishing crew member.

~~10~~.11. CCMs shall cooperate and support investigations into incidents related to crew members on fishing vessels, including facilitating evidence from crew providers in their jurisdiction or from their nationals, where possible. This may include ensuring that the relevant crew provider:

- a) cooperate fully in any search and rescue operation consistent with their recognized search and rescue responsibilities, including providing an up to date crew register;
- b) cooperate fully in any and all official investigations into any incident involving a crew member where such cooperation is requested;
- c) subject to national laws, facilitate the disembarkation and replacement of a crew member from a fishing vessel as soon as possible where the crew member has suffered serious illness or injury; and

~~11~~.12. subject to national laws, and the agreement of the crew member, facilitate the disembarkation of a crew member from a fishing vessel as soon as is practicable where there are reasonable grounds to believe a crew member has been assaulted, intimidated, threatened, or harassed, or there are indicators of forced labour such that the crew member's health or safety is endangered. CCMs shall advise the Commission (in Part 2 of their Annual Report) on implementation of this CMM, which will then be formally reviewed by the Technical and Compliance Committee as part of the compliance monitoring review process

~~12~~.13. 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 crew providers) to help them meet the standards in this Measure.

~~13~~.14. This measure will take effect on **1 January 2023**



**ATTACHMENT**

**PARTICULARS THAT MAY BE INCLUDED IN A 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, 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;
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, to clearly account for deductions made against the crew member's wages for any in-kind contributions;
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.

**Commented [MS(11):** Status of attachment for discussion. Suggestion is for this to be best practice guidelines.

Other items for consideration:

- vessel operator to retrain crew contact info onboard either electronically or paper.
- Access to dispute mechanisms or legal advice