

# **PNA Western and Central Pacific Skipjack and Yellowfin, Unassociated / Non FAD Set, Tuna Purse Seine Fishery**

## **Certificate Holder Forced and Child Labour Policies, Practices and Measures**

### **1 Introduction**

Fisheries and at-sea Certificate Holders (CH) in the Marine Stewardship Council (MSC) program are required to provide a self-description of policies and measures, including regulatory requirements and procedures that are in effect in the Unit of Assessment, to protect fishing crew from forced labour or child labour, as well as any efforts by the private sector. The objective is to require certificate holders to communicate how government, industry, or other relevant entities protect against forced or child labour.

Each fishery and at-sea Chain of Custody client shall provide this information by completing this template. This template should be completed by the client in good faith and be based on information known and available to the client at the time of completion. The information provided should be representative of the range of measures known to the certificate holder.

The completed form will be uploaded to MSC database to be published on the MSC website at the same time as the Public Certification Report.

Guidance for filling in the template is found in the [Appendix](#) of this template. Information is required on all issues addressed in the template and should be provided in English, which is the official language of the MSC.

Please complete all unshaded fields. Please fill in N/A if an issue is not applicable, including a short justification for why it is not applicable.

## 2 Marine Stewardship Council certificate holder forced and child labour policies, practices and measures

**Table 2.1 – Certificate holder information**

1	Composition of fishery client group on behalf of who the statement is provided
	<ul style="list-style-type: none"> <li>- Characterise the composition of the fishery client group, including cost sharing entities.</li> <li>- Describe the relationship between cost sharing members of the fishery client group and the vessel owners and operators of the Unit of Certification (UoC).</li> </ul>
CH	<p>The MSC certificate is owned and maintained by the PNA Office (PNAO) on behalf of the 8 Parties to the Nauru Agreement plus Tokelau. The unit of certification is the EEZs of the 8 Parties to the Nauru Agreement (Federated States of Micronesia, Kiribati, Nauru, Palau, Papua New Guinea, Republic of Marshall Islands, Solomon Islands and Tuvalu) and Tokelau. The PNA + Tokelau sell fishing days under the VDS scheme to the vessel owners and operators who catch and trade PNA MSC certified freeschool tuna.</p> <p>The client group includes the PNA Office and companies that have signed MOUs with PNAO to catch and tranship PNA MSC eligible freeschool skipjack and yellowfin tuna. The companies that have signed MOUs with PNAO include traders such as Tri-Marine, FCF, Itochu and fishing companies / vessel owners such as RD Fishing Industry, Frabelle Fishing Corporation, Caroline Fisheries Corporation, Pan Pacific Fishing, Majestic Seafood Corporation and Da Yang Seafood. The MOUs between these companies and PNAO cover a total of 225 purse seine vessels and 129 carrier vessels.</p> <p>Purse seiners are from various flag states:            Domestic purse seine - PNG, Solomon, FSM, Marshall, Nauru, Tuvalu, Kiribati Flag            Foreign purse seine - China, Korea, Taiwan, Japan, Phillipines, USA, NZ and Vanuatu Flag</p> <p>Carriers are flagged to Kiribati, Taiwan, China, Japan, Korea, Vanuatu and Panama. All transshipments are in designated PNA ports. All trips start and finish in PNA ports.</p> <p>All MSC trips are subject to MSC trip numbers, commitment to the terms of a MOU and subject to 100% observer coverage.</p>
2	Responsibility for labour regulation
	<ul style="list-style-type: none"> <li>- What management authorities and laws, including flag state authorities, control labour-related regulations in the unit of assessment area?</li> <li>- How are laws enforced?</li> </ul>
CH	<p>Western Central Pacific Fisheries Commission (WCPFC) Conservation and Management Measures (CMMs) and Resolutions, Forum Fisheries Agency (FFA) Regional Harmonised Minimum License Terms and Conditions (HMTCs), PNA Measures / Implementing Arrangements, Pacific Social Accountability Guidelines, Flag State authorities and 8 PNA member + Tokelau national labour legislation and regulations.</p> <p>Labour standards are implemented through national legislation, HMTCs and/or MOU. All boats typically move from zone to zone and port to port during the year following the fish, so whilst one country may not have ratified a convention, others would. Also many regulations and measures are regional - eg 100% observer coverage, Harmonised Minimum terms and conditions for access by fishing vessels (HMTCs), Good standing on Vessel registry etc.</p> <p>Pacific Island Forum Fisheries Ministers this year decided to broaden the HMTCs to include conditions for crew employment. Domestic implementation of the labour conditions for crew (through legislation and license conditions) will come into effect by 1 January 2020. Human rights and labour conditions of crew HMTCs apply to all fishing vessels including PNA flagged vessels.</p> <p>All HMTC provisions are implemented domestically including through legislative amendments and licence conditions. They are minimum standards and do not preclude more stringent national license terms and conditions. Penalties for non-compliance with laws and license conditions including those relating to crew employment and vessel safety include prosecution, fines, detention of the vessel, and/or exclusion from fishing in PNA waters and the PNA MSC CoC Group Certificate.</p>

	<p>Pacificall launched Social Accountability Guidelines for purse seiners catching PNA MSC free school skipjack and yellowfin in September 2016.</p> <p>A new PNA MSC MOU addendum introduced in June 2019 requires all companies to comply with “Pacificall social accountability guidelines, PNA Measures / FFA Harmonised Minimum Terms and Conditions / WCPFC CMMs, resolutions and guidelines related to labour standards” and future MSC labour standard requirements.</p> <p>Any violations of the above PNA MSC MOU reported by an observer and debriefing process on a MSC trip may be graded as a Major Site Non-Conformity and subject to the same conditions as all other major nonconformities outlined in the MOU (i.e. downgrading MSC eligible catch, loss of eligibility to catch and tranship PNA MSC freeschool tuna, and suspension from the scheme until the non-conformity is addressed / closed out).</p>
3	Risk identification and mitigation
	<ul style="list-style-type: none"> <li>- Describe the processes, including government and certificate holder measures, that are in place in the UoC to identify and mitigate any risk of child and forced labour.</li> </ul>
CH	<p>Before a vessel is cleared to leave port or upon entering port to end a trip / transship all vessels are subject to boarding by port authorities and inspection by customs, immigration, quarantine and fisheries officers [sometimes supported by IOM]. Checks include crew manifests, passports etc. There is 100% observer coverage on all vessels for every trip. There is 100% monitoring of all PNA MSC transshipments and discharges.</p> <p>Observers upon placement look at conditions on board and if not up to acceptable standards will not board so the vessel is detained until addressed. Some examples include issues like smell of ammonia in accommodation, inadequate living quarters etc.</p> <p>Observers record all activities on board not just crew lists but also report on any social issues onboard every vessel trip in the PNA. The report includes,</p> <ul style="list-style-type: none"> <li>▪ vessel details including state of vessel (e.g. old, new, badly maintained), fishing gear, and safety equipment (lifejackets, life raft, life buoys / rings etc. easy to access, last date of inspection etc.), sanitation and waste disposal, first aid supplies and vessel insurance among others</li> <li>▪ company details and agents used in all ports</li> <li>▪ crew lists, crew nationality, years experience, rank, if any crew left or joined the vessel during the trip</li> <li>▪ details of crew backgrounds, social behaviour of crew onboard including any incidents, and mistreatment of observer and/or crew</li> </ul> <p>Observers carry two-way communication devices allowing them to communicate with their colleagues on land and prealert authorities onshore of any issues onboard.</p>
4	Crew recruitment
	<ul style="list-style-type: none"> <li>- Describe the typical methods used to recruit crew in the UoC and describe the migrant composition of crew if any.</li> </ul>
CH	<p>Recruitment agencies will typically recruit crew on behalf of vessel owners according to requirements of the company, flag state and the PNA region. Migrant composition will depend on fleet.</p>
5	Engagement with fish worker groups
	<ul style="list-style-type: none"> <li>- Where there is known engagement with fisher, migrant, and worker rights groups, describe how this occurs and the organisations engaged with workers in the Unit of Assessment (UoA).</li> </ul>
CH	<p>Engagement with fisher, migrant, and worker rights groups is done at the company level but all crew have the right to freely express their concerns and ask questions of their employers. They may also report to the observer onboard and / or Authorities in port.</p>

6	Crew contracts
	<ul style="list-style-type: none"> <li>- Describe the nature of contracts or legal work agreements in place in the UoC and the issues addressed in such agreements.</li> </ul>
CH	<p>All crew must have contracts in accordance with company policy, flag state and coastal state legislation. Within the region, the HMTCs require that “a written contract is executed and signed between the operator or through a representative of the Operator and the Crew before the commencement of employment”. The particulars of the crew agreement must include as a minimum :</p> <ul style="list-style-type: none"> <li>. The Crew’s family name and other names, date of birth or age, and birthplace; [L] [SEP]</li> <li>. The place at which and date on which the agreement was concluded; [L] [SEP]</li> <li>. The details of the next of Kin in the event of an emergency [L] [SEP]</li> <li>. 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; [L] [SEP]</li> <li>. The name of the employer, or fishing vessel owner, or other party to the agreement with the crew; [L] [SEP]</li> <li>. The voyage or voyages to be undertaken, if this can be determined at the time of making the agreement; [L] [SEP]</li> <li>. The capacity in which the Crew is to be employed or engaged; [L] [SEP]</li> <li>. If possible, the place at which and date on which the Crew is required to report on board for service; [L] [SEP]</li> <li>. 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; [L] [SEP]</li> <li>. The termination of the agreement and the conditions thereof, namely: <ul style="list-style-type: none"> <li>i. if the agreement has been made for a definite period, the date fixed for its expiry; [L] [SEP]</li> <li>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 [L] [SEP]</li> <li>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; [L] [SEP]</li> </ul> </li> <li>. The right of termination by the Crew in the event of mistreatment and abuse; [L] [SEP]</li> <li>. The protection that will cover the Crew in the event of mistreatment and abuse, sickness, injury or death in connection with service; [L] [SEP]</li> <li>. The amount of paid annual leave or the formula used for calculating leave, where applicable; [L] [SEP]</li> <li>. 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; [L] [SEP]</li> <li>. The Crew’s entitlement to repatriation;</li> </ul> <p>PNA members may have national legislation with more stringent requirements than the above HMTCs.</p>

7	Audits and labour inspections
	<ul style="list-style-type: none"> <li>- Describe any 3rd Party audits and certifications on labour, or labour inspections conducted within the UoC in the last two years.</li> </ul>
CH	<p>Independent observers audit every trip by every vessel. Observer checks include crew lists and identification, verify that conditions are acceptable onboard and that there is no under age or slave labour. Observers report any incidents or issues they find.</p> <p>The GEN 3 form, often backed by journals, photo, video, etc covers all incidents and observations including labour issues, attempted bribery, MARPOL, compliance with CMMs etc. Gen 3 primary analysis occurs at debriefing in port upon trip end, and if there are infringements reported by the observer these are followed up by the relevant authority and prosecuted in port. Observers also have 2 way communication devices so serious issues are pre alerted.</p>
8	National minimum age requirements
	<ul style="list-style-type: none"> <li>- Describe national minimum age requirements for crew members serving on vessels within the UoC.</li> <li>- Describe systems in place, both regulatory and private sector systems, to ensure that crew members meet national minimum age requirements.</li> <li>- Describe how this is checked, including enforcement within the UoC by the responsible governing authority or oversight body such as labour inspectors.</li> </ul>
CH	<p>National minimum age requirements may vary by country. Pacific Social Accountability Guidelines prohibit anyone under the age of 16 being employed on board fishing vessels and require that any workers under the age of 18 shall be protected against the obligation to engage in dangerous work and work at night.</p> <p>Observers check crew lists and IDs.</p> <p>All flag states and coastal states may have national legislation which would supercede the Pacific Social Accountability Guidelines.</p>
9	Repatriation
	<ul style="list-style-type: none"> <li>- Describe how repatriation issues are dealt with in the UoC with respect visits end of contract, voluntary and involuntary termination, and freedom of movement and the extent to which these are included in contracts.</li> </ul>
CH	<p>HMTCs require that  “The Operator shall provide repatriation of the Crew to his or her point of hire and all <sup>{}{}{}</sup><sub>{SEP}</sub> related cost where the contract is terminated as follows:</p> <ul style="list-style-type: none"> <li>(i) The contract is expired whilst the crew is still abroad <sup>{}{}{}</sup><sub>{SEP}</sub></li> <li>(ii) The crew cannot perform his or her duty due to sickness or other medical reasons <sup>{}{}{}</sup><sub>{SEP}</sub></li> <li>(iii) Where the contract is terminated in accordance with the signed contract. <sup>{}{}{}</sup><sub>{SEP}</sub></li> </ul> <p>Pacific Social Accountability Guidelines also require that fishers are to be repatriated on the vessel owner’s account once their contract is completed.</p> <p>All flag states and coastal states may have national legislation which would supercede the Pacific Social Accountability Guidelines.</p>
10	Debt bondage
	<ul style="list-style-type: none"> <li>- Describe if there is evidence of systemic practices to impose costs on crew members for placement or brokerage fees, travel to the workplace, visa, medical, safety gear, clothing/protective gear, food at the workplace, communications access, remittance fees, repatriation, etc.</li> </ul>

	- If so, describe such practices and how debt bondage is avoided.
CH	<p>HMTCs prohibit deduction from crew wages by any party for any expenses related to work</p> <p>Vessel Operators are required to provide the following at no cost to the Crew:</p> <ul style="list-style-type: none"> <li>(i) full travel costs from the point of hire to and from the vessel; <sup>[[1]]</sup><sub>[SEP]</sub></li> <li>(ii) full insurance coverage, to and from, and on, the vessel throughout the duration of the contract. <sup>[[1]]</sup><sub>[SEP]</sub></li> <li>(iii) Copy of the insurance policy. <sup>[[1]]</sup><sub>[SEP]</sub></li> <li>(iv) Appropriate and adequate safety equipment and tools; <sup>[[1]]</sup><sub>[SEP]</sub></li> <li>(v) Appropriate accommodation which shall be in a clean, decently and habitable condition and is maintained in a good state of repair taking into regard the comfort, the health and safety of the crew.</li> <li>(vi) Appropriate sanitary facilities which are hygienic and in a proper state of repair, <sup>[[1]]</sup><sub>[SEP]</sub></li> <li>(vii) An adequate amount of suitable food and water having regards to the crew's health, religious requirements and cultural practices in relation to food <sup>[[1]]</sup><sub>[SEP]</sub></li> </ul> <p>All flag states and coastal states may have national legislation which would supercede the Pacific Guidelines.</p>
11	Grievance and remedy mechanisms
	- Please list any policies or measures (e.g. hotline) that are in place for crew voices to be heard and to report and remediate any instances of forced or child labour.
CH	<p>Observers report any crew grievences made to them and incidents that occur during the trip. All companies operating in the UOC have their own policies in place for grievance and remedy mechanisms. Legal disputes would be regulated by the applicable flag state law for the vessel and/or port state.</p>
12	Identification documents
	- Describe policies and practice in place across the UoC to ensure that crew members have free and timely access to their identification documents, including National ID, passports, visas, etc.
CH	Crew have free and timely access to passports
13	Additional comments
	- Do you have additional comments on labour practices within the UoC?
CH	<p>Labour laws and regulations vary by flag and coastal state. HMTCs provide the minimum standard that is required by all PNA members for fishing in PNA waters. The full crew employment conditions of the HMTCs which will come into effect by 1 January 2020 applicable to all vessels in the PNA UoC are as follows :</p>

- (a) The Operator shall be responsible for the health, welfare and safety of the Crew while he or she is on board the vessel throughout the duration of the contract.
- (b) The Operator shall ensure that a written contract is executed and signed between the operator or through a representative of the Operator and the Crew before the commencement of employment which shall contain the particulars as set out in Annex 6.
- (c) The Operator shall observe and respect any form of basic human rights of the Crew in accordance with accepted international human right standards.
- (d) The Operator shall take all reasonable steps to ensure that Crew are not assaulted or subject to torture, cruel, inhumane or degrading treatment and shall treat all crew with fairness and dignity.
- (e) The Operator shall be responsible for the provision to Crew for health protection and management for sickness, injury or death while employed or engaged or working on a vessel at sea or in a foreign port. In the event of injury or sickness, medical care shall be provided free of charge to the crew.
- (f) The Operator shall in the event of death notify relevant authority as soon as practicable and ensure that the body is well preserved for the purposes of an autopsy, investigation, and shall undertake immediate repatriation of the body to the nearest appropriate available port.
- (g) The Operator shall be responsible for advising the Crew's next of kin in the event of an emergency.
- (h) The Operator shall provide a decent and regular remuneration to the Crew. [SEP]
- (i) The Operator shall provide repatriation of the Crew to his or her point of hire and all [SEP] related cost where the contract is terminated as follows:
- (i) The contract is expired whilst the crew is still abroad [SEP]
- (ii) The crew cannot perform his or her duty due to sickness or other medical reasons [SEP]
- (iii) Where the contract is terminated in accordance with the signed contract. [SEP]
- (j) The Operator shall ensure that Crew are given regular periods of rest of sufficient length to ensure safety and health in accordance with international standards.
- (k) The Operator shall be responsible to ensure:
- (i) that the vessel is safe in accordance to accepted international standards on safety of vessels; and [SEP]
- (ii) the safety of Crews on board and the safe operation of the vessel and to provide on-board occupational safety and health awareness training. [SEP]
- (l) The Operator shall provide the following at no cost to the Crew:
- (i) full travel costs from the point of hire to and from the vessel; [SEP]
- (ii) full insurance coverage, to and from, and on, the vessel throughout the duration of the contract. [SEP]
- (iii) Copy of the insurance policy. [SEP]
- (iv) Appropriate and adequate safety equipment and tools; [SEP]
- (v) Appropriate accommodation which shall be in a clean, decently and habitable condition and is maintained in a good state of repair taking into regard the comfort, the health and safety of the crew.
- (vi) Appropriate sanitary facilities which are hygienic and in a proper state of repair, [SEP]

	<p>(vii) An adequate amount of suitable food and water having regards to the crew's health, religious requirements and cultural practices in relation to food. </p> <p>(m) The Operator prohibits deduction from crew wages by any party for any expenses related to work.</p> <p>Pacifical Social Accountability Guidelines are available at <a href="http://www.pacifical.com/guidelines.html">http://www.pacifical.com/guidelines.html</a></p>
14	Date this template was last updated
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CH	30/07/2019

## **3 Appendix – Guidance on filling in the Certificate Holder Forced and Child Labour Policies, Practices and Measures Template**

### **3.1 Composition of the fishery client group on behalf of who the statement is provided**

If a fishery is in full assessment and the cost-sharing participants and arrangements are not yet determined, provide as much detail as possible regarding the expected cost-sharing entities that will comprise the client group, should the fishery achieve certification, and the relationship between such client group representatives and the vessel owners and operators in the Unit of Certification (UoC).

### **3.2 Responsibility for labour regulation**

Provide information on laws and regulation and the authorities that have responsibility for labour regulations in the area in which the fishery operates, including flag state authorities where this is applicable. Describe how these are enforced.

### **3.3 Risk identification, mitigation and remediation**

The information required in this section includes information known by the certificate holder on processes and practices that are applicable in the UoC to identify, assess, prevent and mitigate forced and child labour risks. The information may include government policy or measures, or where applicable, measures being implemented by the certificate holder.

### **3.4 Crew recruitment**

The information required here includes information on the methods used to recruit crew in the UoC, any widespread use of migrant labour, the countries that crew come from and information on recruitment agencies used where this information is available and known to the certificate holder. It may also include information known of visa programs used to bring in workers to the UoC and on payment of recruitment fees.

### **3.5 Engagement with fish worker groups**

In some countries, there may be engagement with fish worker groups or other types of organisations that work to address risks of forced labour. Where this occurs provide information on such engagement. This may include information on any organizations in the port area which support crew members socially, e.g. seafarers' ministry, fishers' association, local committees.

### **3.6 Crew contracts**

Contracts are legal work agreements with labour duties and payments clearly spelled out. Describe the nature of crew contracts in the UoC, specifically features related to forced and child labour, whether the contracts are written in languages understood by crew and how provisions in the contract are enforced.

### **3.7 Audits and labour inspections**

Describe any government labour inspections or social audits and certifications of working conditions within the UoC in the past 2 years. Where the information is available provide a link to the criteria against which the audit took place.

### **3.8 National minimum age requirements**

For this section describe national minimum age requirements and provide a description of regulatory and private sector systems in place to confirm that minimum age restrictions are met. Include information on any exceptions to statutory minimum age requirements which are used by the UoC and information on policy for hiring young workers in compliance with national legislation. This should also include description of any policy or practices for monitoring including hours of work and rest for young workers. This may include information on any other programs which are monitoring labour in your UoC fishing area.

### **3.9 Repatriation**

This section requires a description of how departure of crew members across the UoC is handled. This may include information about government, and/or where known, any applicable company policy on end of crew members' contracts; involuntary termination; leave (including family visits and medical treatment); freedom of movement during the work term and departure terms within crew member contracts.

### **3.10 Debt bondage**

Deductions for costs of work from pay can cause debt bondage and put crew at risk of forced labour. Examples of such work costs include costs of getting to work, placement/broker fee, medical costs, safety gear, food at the workplace, remittance fees and repatriation costs.

Describe systems in place to avoid debt bondage. If there is evidence of systemic practices to impose costs on workers, what measures are in place to avoid debt bondage.

### **3.11 Grievance and remedy mechanisms**

Provide a description of systems known to be in place that allow crew to share information, access assistance and report labour violations and how the systems work to address such reports and provide remediation.

### **3.12 Identification documents**

Describe provisions across the UoC for crew to access their official identification (passports, visas, seafarers book). Where the law in a jurisdiction requires the vessel owner or captain to hold the crew members' official identification, describe the protocol, including government regulations in place to ensure that crew members can access their personal documents and have freedom of movement.

## 4 Template information and copyright

This document was drafted using the 'Certificate Holder Forced and Child Labour Policies, Practices and Measures Template v1.01'.

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### Template version control

Version	Date of publication	Description of amendment
1.0	17 December 2018	Release alongside Fisheries Certification Process v2.1
1.01	28 March 2019	Minor document change for usability

A controlled document list of MSC program documents is available on the [MSC website](http://msc.org) (msc.org).

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