

# SARPC toothfish

## 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>SARPC (Reunion shipping lines union of freezer longliners) is a professional union created in Reunion in 2002. It includes a single employee since 2017 and 6 members (= 6 fishing companies): <i>Armas Pêche, Cap Bourbon, Comata/Scapêche, Les Armements Réunionnais, Pêche Avenir</i> and <i>Sapmer</i>. All are French. On the principle '1 fishing vessel = 1 vote', each member has designated 1 or 2 representatives in SARPC's Board. Among them have been appointed: 1 Chairman, 1 Treasurer and 5 Vice-Chairmen.</p> <p>These 6 fishing companies are the operators of the UoC. Each one owns a vessel that is part of the fishery, excepting <i>Sapmer</i>, which owns 2 vessels. The certification costs are divided among them according to the number of vessels.</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>In the field of labour regulations, SARPC's vessels are subject to international, European and French regulations which regulate, through numerous texts (conventions, regulations, laws and decrees), issues relating to maritime safety, maritime work and social law, as well as than the registration of vessels.</p> <p><b>International and European regulations</b>          Maritime Labour Convention 2006 (Merchant Navy)          Directive 2009/13 / EC - implementation of the Maritime Labour Convention          ILO Convention No. 188 on Fishing Work (2007)          Directive (EU) 2017/159 of the Council of 19 December 2016 - implementation of the ILO Convention on Fishing Work: ILO Recommendation No. 199 on Fishing Work - (2007).</p> <p><b>National regulations</b>          Book V of the Transport Code relating to seafarers (Article L5511-1 to L5795-14)          All UoC fishing vessels are registered in the TAAF (Terres australes et antarctiques françaises = French Southern and Antarctic Territories), where the Transport Code introduces specificities in comparison to metropolitan vessels</p> <p>Maritime Labour Code</p> <p><b>Control</b>          It is carried out, on the one hand, by Labour Inspectorate control agents, placed under the authority of the minister in charge of labour, on the other hand, by DMSOI (Direction de la mer Sud océan indien = South Indian Ocean sea Direction) officers and officials, under the authority of the minister in charge of the sea. All are authorized to note the infringements of labour legislation provisions, applicable to personnel embarked aboard vessels registered in the TAAF.</p> <p><b>Social system: ENIM (National Establishment of Navy Invalids)</b>          French maritime authorities oversee fishing vessels safety working environment general organization.</p> <p><b>Health</b>          A medical fitness visit is mandatory every year for all French sailors. ENIM Seafarers' Service organizes medical skills check-ups, for recovery or annually. Its local is situated in Le Port (Reunion), near fishing docks. Sailors have at their disposal a social worker of the Reunion maritime social service (local situated in Le Port also).</p>

	<p><b>Welfare</b></p> <p>There is a seafarers' welfare port commission, created by a prefectural decree. It is chaired by the Prefect and examines the adequacy between seafarers means needs and services available to them in ports. It formulates proposals for the improvement of their functioning, by consulting actions with organizations, associations or persons contributing to port welfare services functioning.</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>According to the ILO Convention No. 188 on Fishing Work 2007, ratified by France:</p> <ul style="list-style-type: none"> <li>- It is forbidden for fishermen under 18 to work at night ("night" being defined as a period of at least 9 consecutive hours, beginning no later than midnight and ending no earlier than 5 am). Derogations from these strict restrictions on night work can only be decided by the competent authority when fishermen are required to undergo specific training;</li> <li>- Fishermen under 18 are not allowed to perform tasks that could compromise their health, safety or morals.</li> </ul> <p>Toothfish fishing activity takes place partly at night, so that nobody under 18 is engaged on board ships (and therefore no children). Infringements of basic legislation are provided for and punishable by law (fines and, in some cases, imprisonment).</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>Methods differ according to the sailor's nationality:</p> <ul style="list-style-type: none"> <li>- For French sailors, recruitment is made via spontaneous applications, as well as responses to job offers posted on the fishing companies' website. Applications consist of a CV and a cover letter. To recruit execution staff, word-of-mouth also works;</li> <li>- For foreign seamen, recruitment is done by a manning company. Fishing companies realize their selection on CV and file.</li> </ul> <p>Foreign seamen come from various origin countries: Chile, Indonesia, Italy, Madagascar, Namibia, South Africa, Russia.</p> <p>Most foreign sailors are loyal on vessels and return for each sea trip.</p> <p>.</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>Seafarers reception during stop-over and provision of well-being means and services are obligations of the State, in the port where the vessel stops. These are welcoming missions, service advice, the possibility of communicating with families and being able to buy everyday necessities at modest prices.</p> <p>In La Reunion, the State has entrusted the implementation to the Association des amis des marins de la Réunion (=Association of Reunion Seafarers Friends). It manages the International Reception Center for Seafarers of Reunion, created in 1997. It is frequented by trade and fishing seamen. In 2018, it received 5002 sailors, made 123 ship visits and accommodated 74 sailors.</p> <p>French crew members can join a union serving both as advisor and relay of information on new standards and requirements for safety and work on board.</p> <p>They can also ask for advice or assistance to the CRPMEM (Comité Régional des Pêches Maritimes et des Élevages Marins = Regional Committee for Maritime Fisheries and Marine Sea farming) of La Reunion, an organization that represents all Reunion fishermen. It can provide mediation in case of conflict.</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>Employment contracts for French and foreign seafarers are established in accordance with the Transport Code, in line with the 2007 ILO C188 Convention on Fishing Work.</p> <p>Contracts are written and written in French for nationals, in English for foreign seamen.</p> <p>The written contract must be signed by the seafarer before boarding. The seafarer must have sufficient time to become acquainted with the contract and seek advice before signing it. At the signing of the contract, the employer must give a copy to the seafarer and send a copy to the competent State authority. The captain holds a copy of the contract and keeps on board the text of the legal and contractual provisions governing the contract. The general conditions of employment are posted in the rooms reserved for the crew.</p> <p>The maritime employment contract may be concluded for an indefinite period, a fixed period or for a single sea trip. It must include the mandatory clauses defined by the Labour code and those specific to the maritime employment contract.</p> <p>In practice:</p> <ul style="list-style-type: none"> <li>- Permanent contract, fixed-term contract or travel contract for ENIM sailors (French or foreigners);</li> <li>- Fixed-term contract or travel contract for foreign seafarers not affiliated to ENIM.</li> </ul> <p>The content of these clauses is set by Article L5542-3 of the Transport Code:</p> <ol style="list-style-type: none"> <li>1 ° The sailor's surname and given names, date and place of birth, identification number;</li> <li>2 ° the place and date of the conclusion of the contract;</li> <li>3 ° The surname and forenames or company name and address of the shipowner;</li> <li>4 ° The duties performed by the seafarer;</li> <li>5 ° the amount of wages and accessories;</li> <li>6 ° The leave entitlements paid or the formula used to calculate them;</li> <li>7 ° The health and social security benefits to be provided to the seafarer by the shipowner;</li> <li>8 ° The seafarer's right to repatriation;</li> <li>9 ° The reference to applicable collective agreements and agreements;</li> <li>10 ° The term of the contract if it is concluded for a fixed term.</li> </ol> <p>A social certification issued by flag State authorities attests to the compliance with all existing social regulations.</p> <p>.</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>Labour inspections are carried out by the Maritime Labor Inspectorate, belonging to DMSOI, on a regular basis. Thus, in 2018, 3 ships were inspected in this context. In 2019, 3 ships will also be inspected.</p> <p>Seafarers' Doctor conducts an annual survey of each vessel to ensure that health and safety conditions are met.</p> <p>The Centre de Sécurité des Navires (=Ship Security Center) of DMSOI carries out visits related to the social certification.</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>The minimum age required to board the UoC vessels is 18, as it is a night shift.</p> <p>In practice, on all vessels, no sailor is under 18. The average age of sailors is 45 years old.</p>
9	<p>Repatriation</p>
	<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>Repatriation is governed by Articles L5542-29 to 33 of the Transport Code.</p> <p>Thus, the employer organizes seafarer repatriation in the following cases:</p> <p>1 ° When the fixed-term contract or travel terminates in a non-metropolitan port (<i>which is the case of Réunion</i>);  2 ° At the end of the notice period;  3 ° In case of dismissal or disembarkation for disciplinary reasons;  4 ° In case of sickness, accident or for any other medical reason requiring his disembarkation;  5 ° In case of shipwreck;  6 ° When the shipowner is no longer able to fulfill his legal or contractual obligations as employer because of the opening of collective proceedings, change of registration, sale of the ship or any other similar reason;  7 ° In case of suspension or termination of employment;  8 ° At the end of a maximum boarding period of six months, which may be extended to nine months by collective agreement. This period may be extended or reduced by up to one month for reasons connected with the commercial operation of the vessel;  9 ° When the ship is heading for an area of armed conflict where the seafarer does not agree to surrender.</p> <p>Repatriation costs are borne by the employer (except in case of serious misconduct where they are under State responsibility).</p> <p>In practice, the 3 most frequent cases are: the contract end, an anticipated date in relation to the contract end due to a modification of the ship's schedule and medical repatriation.</p> <p>Concerning the freedom of movement: a certain number of embedded days give right to a certain number of days of leave. For example, in some fishing companies: 20 days of rest for 30 days on board. When the sailor has the embedded status, he is available for the fishing company. Stop-over days during which the seaman remains at the service of vessel are entitled to leave also. Finally, as said above, the sailor can return home before the end of his contract (shortened sea trip for example).</p>
10	<p>Debt bondage</p>
	<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> <li>- If so, describe such practices and how debt bondage is avoided.</li> </ul>
CH	<p>There is no debt bondage given that:</p> <ul style="list-style-type: none"> <li>- Sailors are paid at the end of each month by bank transfer;</li> <li>- All expenses related to seamen duties on board are borne by the employer (transport and repatriation, professional and safety equipment, food and water provided, means of communication made available on board – e-mail + phone);</li> <li>- In some fishing companies, sailors receive a travel allowance or a 'godaille' bonus (non-cash benefit, made of fish).</li> </ul> <p>The pay is always positive, even in case of a payday advance at the beginning of the trip.</p>
11	<p>Grievance and remedy mechanisms</p>
	<ul style="list-style-type: none"> <li>- 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.</li> </ul>

CH	<p>In some fishing companies, there are 2 delegates on board per vessel, with which the sailors can communicate. The captain holds the claims book and the DMSOI can consult it.</p> <p>In other fishing companies, an officer is appointed by the captain to listen to any remarks on this type of situation. They are transmitted, if necessary, to the fishing company for taking into account and treatment.</p> <p>So far, no forced labor situation has been reported.</p>
12	Identification documents
	<ul style="list-style-type: none"> <li>- 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.</li> </ul>
CH	<p>In some fishing companies, the fishing lieutenant stores all passports, in order to save time during a check. In other fishing companies, identification documents remain in the possession of each seafarer. A safe (under the responsibility of the captain) is available on board for those who wish to keep them centrally and securely.</p>
13	Additional comments
	<ul style="list-style-type: none"> <li>- Do you have additional comments on labour practices within the UoC?</li> </ul>
CH	<p>While social practices may vary from one fishing company to another, the fact remains that the fishing activity takes place at sea in regions with extreme conditions (in the roaring forties and the furious fifties). Seafarers solidarity applies, during the transfer of equipment or personnel, in case of accident for instance.</p>
14	Date this template was last updated
	<ul style="list-style-type: none"> <li>- DD/MM/YYYY</li> </ul>
CH	21/08/2019

## **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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