

FROM Nord North Sea and Eastern Channel pelagic trawl herring 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
CH	<p>The Certification Unit for the herring fishery in the Eastern Channel and northern Sea concerns vessels of less than 25 meters.</p> <p>The UoA vessels are members of the FROM Nord Producers Organization, which has the MSC certification project.</p>
2	Responsibility for labour regulation
CH	<p><u>General regulations - organization</u></p> <p>In the field of labor regulations, these 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. A national collective agreement completes this scheme.</p> <p><u>International and European regulations</u></p> <p>Maritime Labor Convention 2006 (Merchant Navy)</p> <p>Directive 2009/13 / EC - implementation of the Maritime Labor Convention</p> <p>ILO Convention No. 188 on Work for Fishing (2007)</p> <p>Directive (EU) 2017/159 of the Council of 19 December 2016 - implementation of the ILO Convention on Work in Fishing ILO Recommendation No. 199 on Fishing Work (2007)].</p> <p><u>National regulations</u></p> <p>Book V of the Transport Code relating to seafarers (Article L5511-1 to L5795-14)</p> <p>Decree No. 99-522 of 21 June 1999 on common costs</p> <p>Decree No. 2005-305 of 31 March 2005 (as amended) on the working hours of seafarers</p> <p>Decree No. 2007-1227 of August 21, 2007 (modified) on the prevention of maritime occupational hazards (PFD)</p> <p>Decree n ° 2015-406 of April 10th, 2015 (modified) relating to the crew list</p> <p>Decree No. 2015-440 of April 17, 2015 relating to the service record</p> <p>Decree No. 2015-454 of 21 April 2015 on the qualification of seafarers and seamen]</p> <p>Decree n ° 2015-598 of June 2nd, 2015 (modified) on the function of substitute of the captain, conditions of morality</p> <p>Decree No. 2015-1191 of 28 September 2015 on the identification of seafarers</p>

Decree No. 2015-1575 of 3 December 2015 (as amended) relating to health and medical fitness to navigation

Decree No. 2015-1674 of 15 December 2015 relating to the delegates on board

Decree n ° 2017-1442 of October 3rd, 2017 relating to the prevention of the risks related to the asbestos aboard the ships

Decree No. 2017-1473 of 13 October 2017 on the protection of young workers under the age of 18 on board ships.

Collective Agreement and Collective Agreements

National Maritime Collective Agreement

Social system: ENIM (National Establishment of the Navy Invalids)

The French maritime authorities are in charge of the application of this regulation and the general organization of the safety of working environment on fishing vessels.

Representation

crew members have the opportunity to join a union serving both as advisor and relay of information on new standards and requirements for safety and work on board.

For vessels whose crew list includes at least eleven seafarers, the employees elect one or more delegates on board. The delegate can consult the crew list of the ship. If he finds that there is an infringement of the rights of persons, their physical and mental health or individual liberty, he shall immediately seize the captain. The captain shall immediately carry out an investigation with the delegate and take the necessary measures to remedy to this situation if necessary. In case of lack of the captain or discrepancy either on the reality of this infringement, or on the appropriate measures to remedy it, and in the absence of solution found with the shipowner, the seafarer or the delegate of the ship, if the people seafarer does not object, may seize to the High Court of the first affected port in the territory of the Republic following the arrival of the vessel. The court rules on interim measures.

Medical fitness

A medical fitness visit is mandatory every year for all French sailors.

- Prevention of accidents

The Marine Occurrences Investigation Bureau (BEAmer) was created in December 1997. Its main mission is to carry out technical investigations to prevent future sea events. It is also responsible for collecting, exploiting and disseminating information. information on lessons learned and feedback practices on sea events. It also carries out studies and research on feedback and accidentology.

3	Risk identification and mitigation
CH	<p>None person under the age of 18 is allowed to work on a UoA fishing vessel unless he / she is receiving appropriate training as part of an apprenticeship.</p> <p>Children under the age of 16 are not allowed to work on UoA ships.</p> <p>Infringements of basic legislation are provided for and punishable by law (fines and, in some cases, imprisonment)</p>
4	Crew recruitment
CH	<p>Crew members are recruited in different ways:</p> <ul style="list-style-type: none"> - The traditional "word of mouth" in the fishing ports - Announcements in documents and websites on fisheries (CNPMEM - CRPMEM) - Through maritime vocational high schools where employment and career opportunities are presented to young fishermen leaving school. - Through the National Employment Agency (ANPE) - Regarding crew members of foreign origin, the main nationalities present on UoA ships are Polish and Senegalese. In accordance with the regulations in force, employed persons must have the same basic qualifications as French crew members, and enjoy the same rights as French seamen. <p>The contract of engagement described in point 6 covers all members of the crew, French and foreign. This means that social conditions, wages, etc. follow the same rules for everyone.</p>
5	Engagement with fish worker groups
CH	<p>Seafarers have the opportunity to join a union serving as both an advisor, relay of information on new standards and requirements for safety and work on board, and representation in case of dispute. Several fishermen's unions exist in France. Membership is not required.</p>
6	Crew contracts
CH	<p>The general conditions of employment of seafarers are described below:</p> <p><u>The maritime employment agreement</u></p>

The maritime engagement contract is an employment contract. It relates to a service performed on board of the ship, for the purpose of a marine expedition, regarding a job relating to the operation, conduct, maintenance, operation or operation of the ship.

Which persons enter into a maritime employment agreement?

The maritime employment agreement is concluded between a seafarer and a shipowner or another employer. The status of shipowner or employer is recognized to the persons who, whether owners or not of the ship, exploit it.

Are seafarers, seafarers, salaried or not, carrying out an activity directly related to the operation of the ship (articles L. 5511-1, R. 5511-1 and R. 5511-2 of the Code des Transports). The status of seafarer is recognized to persons who fulfill the conditions set by the reference texts (Articles L. 5511-1, L. 5541-1, L. 5542-1, L. 5542-3, L. 5542-4, L. 5542-5 of the Transport Code - Articles L. 1121-1, L. 1132-1, L. 1221-3 of the Labor Code)

For more information: Observatory of Marine Rights Nantes, <http://www.obs-droits-marins.fr/> access to the profession of seafarer (article L. 5521-1 et seq.). (see Practical sheet Seafarers)

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.

The employer must, at the signing of the contract, give a copy to the seafarer and send a copy to the competent authority of the State (Article L. 5542-5 of the Transport Code). The master 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.

The captain shall, upon request, communicate to the competent administrative authorities of the flag or port State any contract and any legal and contractual provisions governing that contract (Article L. 5542-5-1, L. 5542-6 of the Transport Code).

What is the duration of the maritime employment contract?

The maritime employment contract may be concluded for an indefinite period, a fixed period or for a single journey. It must include the mandatory clauses defined by the labor code and those specific to the maritime employment contract.

The content of these clauses is set by Article L. 5542-3 of the Transport Code:

- 1 ° The sailor's surname and given names, date and place of birth, identification number;
- 2 ° the place and date of the conclusion of the contract;
- 3 ° The surname and forenames or company name and address of the shipowner;
- 4 ° The duties performed by the seafarer;
- 5 ° the amount of wages and accessories;

	<p>6 ° The leave entitlements paid or the formula used to calculate them;</p> <p>7 ° The health and social security benefits to be provided to the seafarer by the shipowner;</p> <p>8 ° The seafarer's right to repatriation;</p> <p>9 ° The reference to applicable collective agreements and agreements;</p> <p>10 ° The term of the contract if it is concluded for a fixed term.</p> <p>When the remuneration consists of all or part of the sales revenue or other specified items of sales revenue, the contract further specifies:</p> <p>1. The distribution of the proceeds of the sales or the elements of the sales revenue considered between the armaments and the seamen, as well as the part returning to the sailor;</p> <p>2 ° The conditions under which the seafarer is informed, at least once every six months, of the accounting elements justifying the remuneration received.</p> <p>The contract must also indicate the notice period to be observed in the event of a breach by one of the parties (Article L. 5542-4 of the Transport Code). This period is the same for the shipowner and the seafarer. Subject to the provisions relating to notices of dismissal (Article L. 5542-43 of the Transport Code), this period may not be less than seven days.</p> <p>The conclusion of a maritime employment contract may be fixed-term (CDD) or indefinite (CDI). This contract may include a trial period. The termination of the contract during the trial period is easy for each of the contractors, but must in principle be linked to the results of the test itself.</p>
7	Audits and labour inspections
CH	<p>French fishing vessels are subject to controls throughout their activity. They must comply with international, European and national standards issued in terms of safety (ability to cope with the dangers of the sea), habitability and prevention of marine pollution. The Ship Safety Centers (CSN), specialized services of the Interregional Departments of the Sea (DIRM) and of the Sea Divisions (DM), notably carry out the inspection mission of French-flagged vessels for the purpose of verifying the their compliance with these standards, and issuance of different certificates and the navigation license.</p> <p>Beyond the issues inherent in the safety of the ship, the inspectors also exercise their powers in the social field. As such, they apply the provisions of the International Maritime Labor Convention.</p> <ul style="list-style-type: none"> - During the last two years, the fisheries police administrations have carried out checks at sea: • 2017: 12 on-board checks were carried out aboard the vessels of the certification units • 2018: 19 on-board inspections were carried out aboard the vessels of the certification units.
8	National minimum age requirements

CH	<p>Decree No. 2017-1473 of 13 October 2017 on the protection of young workers under the age of eighteen on board ships supervises the activity of "young fishermen" (definition, hours of work, night work , health and security at work,...)</p> <p>Is considered as "young worker":</p> <ul style="list-style-type: none"> - Any seafarer under the age of eighteen holding a seafarer's employment agreement, a maritime apprenticeship contract or a professionalization contract; - Any young person under the age of eighteen who completes a period of training in a professional environment as part of a professional education or an introductory and practical training course as part of an introduction to trades alternately. <p>At the request of the supervisory officer of the labor inspectorate and the inspection agents referred to in Article L. 5548-3 of the Transport Code, the shipowner or master shall justify that the young worker satisfies the conditions of age relating to his employment on board the ship or derogations mentioned in this decree, if applicable.</p>
9	Repatriation
CH	<p>The conditions for the repatriation of seafarers are described in Articles L. 5542-20, L. 5542-29 to L. 5542-33 and L. 5542-50 of the Transport Code.</p> <p>Article L5542-20</p> <p>Unless otherwise agreed, a seafarer who is not disembarked at his port of embarkation is entitled to conduct to such port.</p> <p>Article L5542-29</p> <p>The employer organizes the repatriation of the seafarer in the following cases:</p> <ol style="list-style-type: none"> 1 ° When the fixed-term contract or travel terminates in a non-metropolitan port 2 ° At the end of the notice period provided for in Article L. 5542-4 3 ° In case of dismissal or disembarkation on disciplinary grounds 4 ° In case of illness, accident or for any other medical reason requiring his landing 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 related to 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.

Article L5542-30

The employer is discharged from the obligation mentioned in Article L. 5542-29 if the seafarer has not requested repatriation within 30 days of landing.

Article L5542-31

Repatriation includes:

1 ° The transport to the destination which can be, at the choice of the sailor:

(a) The seafarer's place of employment or port of embarkation;

b) The place stipulated by agreement or collective agreement;

(c) The country of residence of the seafarer;

d) Any other place agreed between the parties.

2 ° Housing and food from the moment the sailor leaves the ship until his arrival at the chosen destination. Repatriation does not include the provision of clothing. However, in case of necessity, the captain shall advance the cost of essential clothing. The passport or other identity document entrusted to the captain by the seafarer is immediately returned to him for repatriation.

Article L5542-32

Subject to the provisions of Article L. 5542-33, repatriation costs are borne entirely by the employer.

Article L5542-33

The assumption of the repatriation costs of the seaman disembarked during the voyage after termination of the contract by mutual agreement shall be settled by agreement of the parties. The cost of repatriation of a seafarer who has been landed for serious misconduct or as a result of an injury or illness contracted under the conditions provided for in Article L. 5542-28 shall be borne by him. Nevertheless, the captain shall advance this born costs. The repatriation costs of the seafarer landed at the request of the judicial authority or the administrative authority shall be borne by the State.

10 Debt bondage

CH To our knowledge, there is no debt bondage aboard the UoA ships.

	<p>Work equipment (boots, gloves, fire, safety equipment) must be provided by the shipowner.</p> <p>The food is deducted from the overall value of the wage amount before the pay system to the share "armament / crew".</p> <p>Any transport costs between the place of residence of the crews and the home port of the ship must be taken into account by the shipowner.</p>
11	Grievance and remedy mechanisms
CH	<p>Sailors have the opportunity to warn their union or the French authorities for help or advice.</p> <p>Under French flag, the district court (TI) is competent to rule on individual disputes between seafarers to their employer, after conciliation attempt with the departmental director of territories and the sea (DDTM). The master of the ship is exempt from this prior conciliation.</p> <p>Decree No. 2015-219 of 27 February 2015 on the resolution of individual disputes between seafarers and their employers modernises the prior conciliation procedure. It reaffirms the jurisdiction of the District Court by specifying territorial jurisdiction, repeals Decree No. 59-1337 of 20 November 1959, which amended Title VII of the Maritime Labor Code. The result is the confirmation of the abolition of the jurisdiction of the commercial court over disputes between the master and his employer, for the benefit of the district court, without prior compulsory conciliation of the captain.</p> <p><u>Jurisdiction of the district court</u></p> <p>Since 2010, Article L. 5542-48 of the Transport Code stipulates that any dispute that may arise between the employer and the seafarer during boarding periods shall be brought before the judicial court. Except for the captain, this instance is preceded by an attempt at conciliation before the competent authority of the State.</p> <p>The Decree of 27 February 2015 foresees the territorial jurisdiction of the IT of the seaman's home, the port of embarkation or disembarkation, the port where the employer has his principal establishment or an agency or the port of registry of the vessel (art. 13).</p> <p><u>Prior conciliation</u></p> <p>The decree of February 27, 2015 frames this prior conciliation, made by the DDTM. Captains are exempted. DDTM may delegate this competence to qualified agents under its authority. The list of conciliation officers thus designated is published in the compendium of administrative acts and on the website of the Ministry of the Sea.</p> <p>The territorially competent DDTM is either the home of the seafarer or the port of embarkation or disembarkation of the seafarer. The seafarer may also make his request to the departmental director</p>

	<p>territorially competent for the port where the employer has his principal establishment or an agency or, failing that, for the port of registry of the ship.</p> <p>The request for preliminary conciliation is formed by any means from the DDTM with territorial jurisdiction. The applicant indicates the surnames, forenames, professions and addresses of the parties, as well as the object of his objections (Article 4). The convocation of the parties shall indicate their names, professions and domiciles; place, day and time of conciliation; the subject of the applicant's challenges. The parties appear in person, except to be represented in case of legitimate motive (Article 6). The parties may be assisted or represented by a seafarer or an employer; a representative of a trade union organization or a representative of an employers' organization; the spouse, the partner bound by a civil solidarity pact or concubine; a lawyer. The employer may also be assisted or represented by a member of the company or establishment. The representative, if he is not a lawyer, must prove that he has a power specially established for that purpose (Article 7).</p> <p>The DDTM or the designated conciliation officer hears the parties' explanations and tries to reconcile them. The content of the agreement, even partial, is recorded in minutes signed by the parties and the DDTM or the agent designated for conciliation. In case of failure of the conciliation attempt, a report is drawn up. A copy of the minutes is given to the parties (clause 8). When, on the day fixed for the conciliation attempt, the plaintiff does not appear or is not represented, a record is taken of the nullity of the conciliation request (Article 9).</p> <p><u>Referral to the district court</u></p> <p>In the event of a report of failure of the attempt at conciliation or in the event of a report of non-conciliation, the plaintiff may refer to the court of first instance all or part of his objections by declaration to the registry of the court of justice. competent authority designated in Article R. 221-49 of the Code of the Judiciary Organization.</p> <p><u>Referral procedure.</u> There is an interlocutory procedure before the District Court to obtain urgent measures to put an end to a manifestly unlawful or conservative disorder that does not come up against serious challenges (Article 848 of the Code of Civil Procedure). These summary proceedings do not require prior conciliation with the maritime administration.</p>
12	Identification documents
CH	<p>The master of the ship is required to keep on board the marine logbooks of the crew members appearing on the roll, particularly in the event of a control. These documents are accessible at any time upon request of the seamen.</p> <p>Identification documents such as passport, identity card, visas, are personal documents and remain in the possession of seafarers.</p>

13	Additional comments
CH	/
14	Date this template was last updated
CH	Updated July 19, 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.