

Normandy and Jersey lobster fishery

Certificate Holder Forced and Child Labour Policies, Practices and Measures

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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"> - Characterise the composition of the fishery client group, including cost sharing entities. - Describe the relationship between cost sharing members of the fishery client group and the vessel owners and operators of the Unit of Certification (UoC).
CH	The CPMR is a professional organisation whose one of its missions is to defend the interests of the profession as a whole. The lobster fishery concerns small-scale artisanal fishing, amateurs generally employ 1 to 2 people, they are sometimes alone on board. All these companies remain subject to fundamental social rules concerning child labour and forced labour.
2	Responsibility for labour regulation
	<ul style="list-style-type: none"> - What management authorities and laws, including flag state authorities, control labour-related regulations in the unit of assessment area? - How are laws enforced?
CH	<p>The Ministry of Labour and the Ministry in charge of transport for regulation</p> <p>Controls are carried out by the Ministry of Transport (Maritime Affairs - DIRM DML50 for the management unit), Ministry of Labour (control), Ministry of Interior and Defence (Gendarmerie and Maritime Gendarmerie).</p> <p>Investigation of requests / registration of movements / police of the arming permit / Preventive controls in the field to verify compliance with the regulations.</p>
3	Risk identification and mitigation
	<ul style="list-style-type: none"> - 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.
CH	<p>Companies do not use child labour. Educational programmes (such as work-linked training) do not fall within this prohibition. The law specifies the specific framework for practical training (15 years 18 years old).</p> <p>Companies do not use forced or compulsory labour, i.e. any work or service required of a person under the threat of any penalty or for which the person has not given his or her consent.</p> <p>The labour inspection form specifies the working conditions of the fishery only:</p> <p>Night fishing (8pm - 6am with mandatory daily rest of at least 2pm, weekly working time of 35 hours per week and maxi 40 hours), authorised and regulated types of work and strictly prohibited work. Preventive controls are carried out by the State services (labour inspectorate).</p>
4	Crew recruitment
	<ul style="list-style-type: none"> - Describe the typical methods used to recruit crew in the UoC and describe the migrant composition of crew if any.
CH	Specific classifieds by Fisheries Committees, Facebook, local press
5	Engagement with fish worker groups

	<p>- 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).</p>
CH	<div>  <h2>Le contrat d'engagement maritime</h2> <p>Le marin signe un contrat de travail aussi appelé engagement maritime, il en reçoit un exemplaire avant l'embarquement.</p> <p>Le marin dispose d'un délai suffisant pour lui permettre de prendre connaissance du contrat et de demander conseil avant de le signer</p> <p>Le contrat est écrit, il précise la date d'embauche. Il est rédigé en français et, dans le cas d'un salarié étranger, dans sa langue sur sa demande. Le contrat doit être rédigé en termes clairs et de nature à ne laisser aucun doute aux parties sur leurs droits et leurs obligations respectives</p> <p>L'identité des cocontractants doit être la plus précise possible :</p> <ul style="list-style-type: none"> ● Pour l'armateur : numéro siret, adresse, nom et qualité du signataire, navire(s) ; références ENIM ; références de la convention collective ou des accords collectifs applicables... ● Pour le marin : autocertification du représentant légal si mineur ; N° de marin, aptitude médicale, qualification professionnelle, classification conventionnelle... <p>LES CLAUSES QUI DOIVENT OBLIGATOIREMENT FIGURER SUR LE CONTRAT :</p> <ul style="list-style-type: none"> ● La nature du contrat et sa durée. Le contrat peut être conclu à durée indéterminée, à durée déterminée ou au voyage (cf. fiche à venir relative au CDD maritime). ● Le service pour lequel le marin est engagé et les fonctions qu'il exerce ; ● Le montant des salaires, congés et accessoires... ● Le délai de préavis à observer en cas de rupture par l'une des parties : Il est d'au moins 7 jours / en cas de démission ou de licenciement avant six mois d'embarquement effectif. Après 6 mois, dans le cas de licenciement pour un motif autre qu'une faute grave, le marin a droit : 1° A un préavis d'un mois, s'il justifie chez le même employeur de six mois au moins d'embarquement effectif et continu et d'une ancienneté de services continus comprise entre un an et moins de deux ans ; 2° A un préavis de deux mois, s'il justifie chez le même employeur d'une ancienneté de services continus de deux ans au moins. <p>- Les droits ou calculs des congés payés ; - Les prestations en matière de protection de la santé et de sécurité sociale qui doivent être assurées par l'armateur ; - Le droit du marin à un rapatriement ; - L'intitulé des conventions et accords collectifs applicables ; - Le lieu et la date de la conclusion du contrat.</p> <p>LES CLAUSES À FAIRE FIGURER EN FONCTION DES CIRCONSTANCES</p> <p>Le contrat peut faire figurer également, en fonctions des circonstances les clauses suivantes (<i>liste non exhaustive</i>) :</p> <ul style="list-style-type: none"> ● Une période d'essai et dans ce cas les dispositions suivantes s'appliquent La durée maximale de la période d'essai d'un contrat à durée indéterminée est de <ol style="list-style-type: none"> 1. Pour les officiers, de quatre mois et, en cas de renouvellement, de huit mois ; 2. Pour les autres personnels, de deux mois et, en cas de renouvellement, de quatre mois. L'employeur qui met fin à la période d'essai doit au salarié un préavis de 24 heures minimum à un mois au plus et organise le rapatriement du marin. Lorsque c'est le salarié qui met fin à la période d'essai, ce dernier doit un préavis de 24 à 48 heures. Attention : la rupture abusive de la période d'essai est sanctionnée pas les tribunaux. ● Autres clauses telles que : La clause de mobilité, de non concurrence, de dédit formation, de discrétion, d'usage et de restitution du matériel, de port des équipements de protection... <i>Ces différentes clauses sont légales mais nécessitent de respecter certaines règles de droit.</i> ● Les sections maritimes peuvent utilement compléter votre information à ce sujet. <p><i>En cas d'absence de contrat et de non respect des clauses obligatoires, des sanctions pénales sont prévues actuellement par l'art L5542-51 du Code des Transports qui prévoit une amende de 3750 euros (par contrat).</i></p> <p><i>Tout litige qui peut s'élever à l'occasion de la formation, de l'exécution ou de la rupture d'un contrat de travail entre l'employeur et le marin est porté devant le tribunal d'instance. Sauf en ce qui concerne le capitaine, il doit y avoir tentative de conciliation préalable devant l'autorité compétente de l'Etat (Affaires Maritimes)</i></p> </div>
6	Crew contracts
	<p>- Describe the nature of contracts or legal work agreements in place in the UoC and the issues addressed in such agreements.</p>
CH	<p>Internship agreements - contracts</p> <p>Standard employment contracts</p>
7	Audits and labour inspections
	<p>- Describe any 3rd Party audits and certifications on labour, or labour inspections conducted within the UoC in the last two years.</p>
CH	<p>Systematic checks on compliance with maritime labour regulations during fisheries controls.</p>
8	National minimum age requirements

	<ul style="list-style-type: none"> - Describe national minimum age requirements for crew members serving on vessels within the UoC. - Describe systems in place, both regulatory and private sector systems, to ensure that crew members meet national minimum age requirements. - Describe how this is checked, including enforcement within the UoC by the responsible governing authority or oversight body such as labour inspectors.
CH	<p>=> cf IT sheet</p> <p>16 years as part of a training period if vessels equipped with</p> <p>18 years as a sailor with initial training</p> <p>For the French administration, controls are carried out by the DDTM 50 and all the units in charge of fisheries control: control of boarding requests, training agreements, and on-the-spot checks to ensure compliance with the regulations.</p> <p>Verification of contracts - internship agreements.... identities of seamen on board...</p>
9	Repatriation
	<ul style="list-style-type: none"> - 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.
CH	None identified
10	Debt bondage
	<ul style="list-style-type: none"> - 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. - If so, describe such practices and how debt bondage is avoided.
CH	Payment according to the contract of employment and mandatory pay slip
11	Grievance and remedy mechanisms
	<ul style="list-style-type: none"> - 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	Reporting to the authorities - processing of reports by the unit, or by several control units if the case is referred to the Departmental Anti-Fraud Committee and organisation of on-the-spot checks
12	Identification documents
	<ul style="list-style-type: none"> - 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	Access regulated by the Rural and Maritime Fisheries Code for non-OPJs (art L 942-3 of the Rural and Maritime Fisheries Code) - unrestricted access for OPJs
13	Additional comments
	<ul style="list-style-type: none"> - Do you have additional comments on labour practices within the UoC?
CH	
14	Date this template was last updated

	- DD/MM/YYYY
CH	17/07/2019

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.