



COMMISSION  
NINETEENTH REGULAR SESSION  
14 April 2023

---

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

---

CMM 2023-XX

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

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

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

**Recalling** Articles 6 and 8 the 1995 FAO Code of Conduct for Responsible Fisheries which set out international standards, including for the responsible conduct of fishing activities to allow for safe, healthy and fair working and living conditions;

**Further Recalling** Articles 6 and 8 of the FAO Voluntary Guidelines for Securing Sustainable Small-Scale Fisheries in the Context of Food Security and Poverty Eradication;

**Further Recalling** the United Nations Declaration on the Rights of Indigenous Peoples and the right not to be subjected to any discriminatory conditions of labour;

**Further Recognizing** the obligations in the United Nations Convention on the Law of the Sea (UNCLOS) relating to the duties of the flag State to ensure safety at sea, including through the manning of ships, labour conditions and the training of crews, to render assistance, and to ensure effective protection of human life and to cause an inquiry into any loss of life or serious injury to nationals of another State which has been caused by a marine casualty or incident of navigation.

**Noting** the ILO Declaration on Fundamental Principles and Rights at Work (1998) and the ILO C188 Work in Fishing Convention, 2007 and its objective to ensure that fishers have decent conditions of work on board fishing vessels with regard to minimum requirements for work on board, conditions of service, accommodation and food, occupational safety and health protection, medical care and social security;

**Recalling** Article 32 of the Convention on the Rights of the Child, which requires states parties to recognize the right of the child to be protected from economic exploitation and from

performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development;

**Acknowledging** the important role played by crew members and observers in assisting the conduct of fishing vessel operations in compliance with WCPFC Conservation and Management Measures, and the essential role that crew members and observers play in contributing to effective fishing operations;

**Recalling** efforts that CCMs have made in recent years in improving the conditions and welfare of observers on board fishing vessels, including the adoption of CMM 2017-03, *Conservation and Management Measures for the Protection of WCPFC Regional Observer Programme Observers*," and acknowledging the equal importance of the welfare of crew members;

**Recognising** that FFA members have adopted Harmonised Minimum Terms and Conditions For Access by Fishing Vessels, which include crew employment conditions on fishing vessels licensed to fish in their Exclusive Economic Zones;

**Mindful** that CCMs have a legitimate interest in increasing the participation of their labour force in the crewing of vessels that catch highly migratory fish stocks in their waters in the Convention area, and that CCMs are interested in promoting safe and decent employment conditions for their nationals and non-national crew;

**Recalling** the Resolution on Labour Standards for Crew on Fishing Vessels 2018-01 adopted by WCPFC which encouraged CCMs to implement measures, consistent with generally accepted international minimum standards for crew on fishing vessels, where applicable, to ensure fair working conditions on board for all crew working on fishing vessels flying their flag and operating within the WCPF Convention area;

**Adopts** the following conservation and management measures in accordance with Article 10 of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean:

1. CCMs shall ensure this Measure applies to all crew<sup>1</sup> working on fishing vessels that are authorized to fly its flag and fish for highly migratory fish stocks in the Convention area.
2. CCMs are encouraged to make every effort to ensure that their relevant national legislation fully extends to all crew working on fishing vessels flying their flag in the WCPF Convention Area. Where appropriate and applicable, CCMs are encouraged to adopt and adequately enforce this national legislation in regard to minimum standards regulating crew labour conditions. CCMs are further encouraged to identify and prosecute breaches of relevant national laws relating to the treatment of crew by vessel operators landing fish in their ports or operating in their waters. Coastal CCMs are encouraged to take consistent measures in archipelagic waters and territorial seas and to inform the Commission Secretariat of the relevant measures that they will apply in these waters.
3. Nothing in this Measure shall prevent a CCM from adopting measures or other legally binding mechanisms, such as licensing conditions, for vessels fishing solely within its

---

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

exclusive economic zone which differ from, but are consistent with, those applying in this Measure.

#### **Requirements prior to embarkation and minimum working conditions onboard vessels – flag state obligations**

4. CCMs shall require owners and operators of their fishing vessels authorized to fly their flag operating within the WCPF Convention area, to provide members of crew with:
  - a) A safe working environment where the welfare, occupational safety and health of crews is effectively protected.
  - b) Terms of employment, that are set out in a written contract or agreement, which is made available to the crew member, in a form and language that facilitates the crew member's understanding of the terms, is agreed by the crew member prior to departure and signed by both the crew member and the employer. A CCM may use the particulars, including in the crew agreement, as set out in the Attachment as a guideline.
  - c) Decent working and living conditions on board fishing vessels, including access to clean or potable freshwater and food, occupational safety and health protection, medical care, rest periods and sleeping quarters, and conditions that facilitate minimum standards of health and hygiene;
  - d) Documented decent and regular remuneration (for example monthly) that is accessible by crew that remain at sea for long periods as well as appropriate insurance for the crew;
  - e) A reasonable opportunity to disembark, to access their identity documents, to terminate the contract of employment, to communicate with an organization that can render assistance to crew and to seek repatriation. Where the early termination of a contract is sought by the employer, transportation and other related expenses will be met by the employer.
  - f) Full protection of the health and safety and morals of young crew members, including ensuring young crew members have received adequate specific instruction or vocational training and have completed basic pre-sea safety training;
5. CCMs shall require owners and operators of their fishing vessels authorized to fly their flag operating within the WCPF Convention area, to:
  - a) Maintain a record of the contact details of each crew member's next of kin or designated contact person before the crew member embarks on a vessel; and
  - b) Provide training for all the crew members working on board the vessel, with consideration given to relevant international guidelines and standards, including where applicable, the regulations set out in the Basic Safety Training for all fishing

vessel personnel of the International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel (*STCW-F*).

#### **Crew member death, missing or presumed fallen overboard**

6. In the event a crew member dies, the flag CCM shall require that the operator of the fishing vessel ensures that the body is well-preserved for the purposes of an autopsy, investigation, and repatriation.
7. In the event that a crew member dies, is missing or presumed fallen overboard, the flag CCM shall ensure that the operator of the fishing vessel:
  - a) immediately ceases all fishing operations;
  - b) immediately commences search and rescue if the crew member is missing, or presumed fallen overboard, and searches for at least 72 hours unless the crew member is found sooner, or unless instructed by the flag CCM to continue searching;<sup>2</sup>
  - c) immediately notifies the flag CCM and relevant authorities, crew member's next of kin or designated contact person, and crew provider if appropriate;
  - d) immediately alerts other vessels in the vicinity regarding the status of the crew member by using all available means of communication;
  - e) cooperates fully in any search and rescue operation;
  - f) provides a report about the incident to the appropriate authorities of the flag CCM and other appropriate authorities on the incident;
  - g) cooperates fully in all official investigations, and preserves any potential evidence and the personal effects and quarters of the deceased or missing crew member, and returns to port if required; and
  - h) departs port only upon receiving clearance from the relevant port CCM authorities after the port authority has notified the flag CCM about the departure.

#### **Allegations in respect of treatment of crew**

8. In the event that a flag CCM has reasonable grounds to believe, based on port state notifications or information provided by a crew member, that a crew member's health and safety is endangered or that a crew member has been subjected to treatment that may indicate forced labour practices, such as having been denied access to potable water, adequate food, toilets, rest, medical attention, or restriction of movement, the flag CCM shall ensure that the operator of the fishing vessel:
  - a) immediately takes action to preserve the safety of the crew member and mitigate

---

<sup>2</sup> In the event of force majeure, flag CCMs may allow their vessels to cease search and rescue operations before 72 hours have elapsed.

- and resolve the situation on board;
- b) immediately provides the flag CCM's designated authorities with a report on the situation, including the status and location of the crew member, as soon as possible;
  - c) facilitates the safe disembarkation of the crew member in a manner and place, as agreed by the flag CCM and crew member, including access to any needed medical treatment at the expense of the operator; and
  - d) cooperates fully in any and all official investigations into the incident.
9. In the event that, after disembarkation from a fishing vessel a crew member reports to the port CCM an allegation of poor labour conditions or mistreatment while on board the fishing vessel, the port CCM shall notify, in writing, the flag CCM, the CCM of the crew provider in regards to remuneration (if known) and the Secretariat. Upon notification, the flag CCM shall:
- a) immediately investigate the allegations, including through information provided by the crew member (and crew provider where relevant), port CCM, and crew on the fishing vessel and take any appropriate action in response to the results of the investigation; and
  - b) cooperate fully in any other investigation conducted, including providing the flag CCM's investigation report to the crew provider and CCM.
10. In the event a port CCM is notified by a flag CCM that a crew member wishes to disembark from a fishing vessel due to poor labour conditions or mistreatment the port CCM shall facilitate entry to port of the fishing vessel to allow disembarkation of the crew member to the extent possible under national law and assist in any investigations if so requested by the flag CCM.

#### **Role of CCMs to support investigations into crew incidents**

- 11. CCMs shall cooperate and provide support in relation to incidents related to crew members on fishing vessels, including facilitating evidence from crew providers in their jurisdiction or from their nationals, where possible.
- 12. To implement this Measure, developed CCMs are encouraged to make efforts and consider options to assist developing CCMs, both flag CCMs and coastal CCMs, including working with local industries (which includes crew providers) to help them meet the standards in this Measure.

#### **Compliance with Measure**

- 13. CCMs shall advise the Commission (in Part 2 of their Annual Report) on implementation of this Measure through their national instrument, which will then be formally reviewed by the Technical and Compliance Committee as part of the compliance monitoring review process.

14. This measure will take effect on 1 January, 2025.

## ATTACHMENT

### PARTICULARS THAT MAY BE INCLUDED IN A CREW AGREEMENT

1. The Crew's family name and other names, date of birth or age, and birthplace;
2. The place at which and date on which the agreement was concluded;
3. The details of the next of Kin in the event of an emergency
4. The name of the fishing vessel or vessels and the registration number of the vessel or vessels on board which the Crew undertakes to work;
5. The name of the employer, or fishing vessel owner, or other party to the agreement with the crew;
6. The voyage or voyages to be undertaken, if this can be determined at the time of making the agreement;
7. The capacity in which the Crew is to be employed or engaged;
8. If possible, the place at which and date on which the Crew is required to report on board for service;
9. The provisions to be supplied to the Crew, any in-kind payments of a limited proportion of the remuneration the amount of wages, or the amount of the share and the method of calculating such share if remuneration is to be on a share basis, or the amount of the wage and share and the method of calculating the latter if remuneration is to be on a combined basis, and any agreed minimum wage;
10. The termination of the agreement and the conditions thereof, namely:
  - i. if the agreement has been made for a definite period, the date fixed for its expiry;
  - ii. if the agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the Crew shall be discharged; and
  - iii. if the agreement has been made for an indefinite period, the conditions which shall entitle either party to rescind it, as well as the required period of notice for rescission, provided that such period shall not be less for the employer, or fishing vessel owner or other party to the agreement with the Crew;
11. The right of termination by the Crew in the event of mistreatment and abuse, to clearly account for deductions made against the crew member's wages for any in-kind contributions;
12. The protection that will cover the Crew in the event of mistreatment and abuse, sickness, injury or death in connection with service;
13. The amount of paid annual leave or the formula used for calculating leave, where applicable;
14. The health and social benefits coverage and benefits to be provided to the Crew by the employer, fishing vessel owner, or other party or parties to the Crew's work agreement, as applicable;
15. The Crew's entitlement to repatriation.
16. Contact information for a crew members access to legal support, and access to a disputes mechanism before a contract is signed, and before a crew member embarks on a fishing vessel.