




---

**CONSERVATION AND MANAGEMENT MEASURE FOR CREW LABOUR STANDARDS**


---

**Conservation and Management Measure 2024-04**

*The Western and Central Pacific Fisheries Commission (WCPFC):*

**Concerned** about occurrences of poor labour conditions for crew members onboard fishing vessels, forced or compulsory labour, and other forms of human trafficking, such as servitude, bonded labour, the worst forms of child labour and other human rights abuses;

**Recalling** the importance of respect for and protection of human rights, as set out in the Universal Declaration of Human Rights 1948, and enshrined in the International Covenants on Civil and Political Rights and Economic, Social, and Cultural Rights of 1966;

**Recalling** Articles 6 and 8 of 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, amended 2022) 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 State 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;

**Noting** the 1995 International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel which promotes safety at sea for the crews of fishing vessels by setting certification and minimum training standards.

**Noting** the Cape Town Agreement of 2012 on the Implementation of the Provisions of the Torremolinos Protocol of 1993 Relating to the Torremolinos International Convention for the Safety of Fishing Vessels, 1977 which sets minimum safety requirements for fishing vessels of 24 metres in length.

**Noting** the guidance on death at sea, including burial at sea, set out in the International Medical Guide for Ships.

**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;

**Recalling** Article 23 (5) of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (the Convention), which requires each member of the Commission, to the greatest extent possible, at the request of any other member, and when provided with the relevant information, to investigate any alleged violation by its nationals, or fishing vessels owned or controlled by its nationals, of the provisions of this Convention or any conservation and management measure adopted by the Commission.

**Recognising** that Pacific Island Forum Fisheries Agency (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 national and non-national crews;

**Recalling** Resolution 2018-01, Labour Standards for Crew on Fishing Vessels, 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 Convention area;

**Adopts** the following conservation and management measure 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:

### **Area of Application**

1. This measure shall apply to the following categories of fishing vessels authorized to fish in the Convention Area:
  - a. vessels fishing exclusively on the high seas in the Convention Area; and
  - b. vessels fishing on the high seas and in coastal State EEZs; and
  - c. vessels fishing in the EEZs of two or more coastal States.
2. Nothing in this measure shall prejudice the rights of relevant CCMs to enforce their laws with respect to the safety of crew consistent with international law.<sup>1</sup>
3. When the flag CCM of a fishing vessel, whose owner/operator uses a crew provider<sup>2</sup> from another CCM to source crew, through the WCPFC Secretariat requests the CCM of the crew provider, the CCM shall provide information to the WCPFC Secretariat annually on crew providers. The information shall include at a minimum the name, location and contact details of the crew provider. The Secretariat shall make the information available to all CCMs.
4. CCMs shall ensure that owners and/or operators of fishing vessels covered by this measure, as specified in paragraph 1, liaise with any crew providers in order to effectively implement all requirements set out in this measure.
5. In addition to the requirements of this Measure, CCMs are encouraged to make every effort to have relevant national legislation which fully extends to all crew\*<sup>3</sup> members working on fishing vessels flying their flag in the areas set out in paragraph 1.
6. CCMs may adopt legally binding mechanisms, such as licensing conditions, for vessels fishing solely within its exclusive economic zone.

---

<sup>1</sup> It is understood that this CMM does not apply to territorial seas or archipelagic waters.

<sup>2</sup> **Crew provider** means any person, company, institution, agency or other organisation, in the public or the private sector, which is engaged in recruiting fishers on behalf of, or placing fishers with, fishing vessel owners.

<sup>3</sup> **Crew** includes persons of any age on board a fishing vessel.

### Minimum Working Conditions on Board Fishing Vessels

7. CCMs shall ensure that owners and/or operators of fishing vessels covered by this measure, as specified in paragraph 1:
- a. Provide crew members a safe working environment where the welfare, occupational safety and health of crews is effectively protected.
  - b. Ensure there is no forced or compulsory labour and other mistreatment on fishing vessels.
  - c. Provide terms of employment, that are set out in a written contract or agreement, in a form and language that facilitates the crew member's understanding of the terms, is agreed by the crew member prior to departure on the fishing trip, and signed by both the crew member and the owner and/or operator (or, where crew members are not employed or engaged by the fishing vessel owner and/or operator, the fishing vessel owner and/or operator shall have evidence of contractual or similar arrangements). The written contract or agreement shall be made available to the crew member and, upon request, authorised officers, in accordance with national law and practice. A CCM may allow the owner and/or operator to use the particulars in Attachment 1 as a guideline for crew contracts or agreements.
  - d. Provide crew members decent working and living conditions on board fishing vessels, including access to clean or potable freshwater and food,<sup>4</sup> occupational safety and health protection, medical care, rest periods and sleeping quarters, and conditions that facilitate minimum standards of health and hygiene;
  - e. Provide crew members, in accordance with the flag CCM's standards or regulations, with decent and regular remuneration (for example monthly or quarterly) that is accessible by crew as well as appropriate insurance for the crew;
  - f. Provide crew members regular opportunity to disembark consistent with laws of the flag CCM, unfettered access to their identity documents, ability to terminate the contract of employment and seek repatriation, and unmonitored access to communication devices to seek assistance.
  - g. Cover costs of repatriation where the early termination of a contract is sought by the owner and/or operator, except where the crew member has been found, in accordance with a CCM's regulations, to be in breach of contract.<sup>5</sup>

---

<sup>4</sup> Food must be in a quantity and quality sufficient to satisfy the dietary needs of individuals, free from adverse substances, and acceptable within a given culture.

<sup>5</sup> The term "**breach of contract**" means a crew member's intentional and serious violation of their contract, such as illegal activities, that justify a dismissal under a flag CCM's regulations.

8. CCMs shall ensure that owners and/or operators of fishing vessels covered by this measure:
- a. Carry aboard a record of the provided contact details of each crew member's next of kin or designated contact person; and
  - b. Provide safety training and/or instruction for all the crew members working on board the vessel, with consideration given to relevant international guidelines and standards for training of crew members.

**In the Event of a Crew Member's Death**

9. In the event a crew member dies, the flag CCM shall inform the Secretariat as soon as practicable, and ensure that the owner and/or operators of the fishing vessel:
- a. ceases fishing operations as soon as practicable;
  - b. immediately notifies the flag CCM and the crew member's next of kin or designated contact person;
  - c. cooperates fully in all official investigations, and preserves any potential evidence and the personal effects and, if not needed by other crew, the quarters of the deceased crew member;
  - d. returns to port if required by the flag CCM for the official investigation and departs only when clearance is received from the flag CCM authorities; and
  - e. preserves the body for the purposes of an autopsy, investigation, and/or repatriation. Bodies of deceased crew should not be buried at sea or disposed of in any other manner unless specifically authorized by the flag CCM's national regulation, or next of kin.

**In the Event a Crew Member Suffers Serious Illness or Injury**

10. As the health and safety of the crew is paramount, in the event a crew member suffers from a serious illness or injury that threatens his or her health or safety, the flag CCM shall ensure that the owner and/or operators of the fishing vessel:
- a. ceases fishing operations as soon as practicable and takes all reasonable actions to care for the crew member and provide any medical treatment available and possible on board the vessel;.
  - b. immediately notifies the flag CCM;
  - c. where directed by the flag CCM, facilitates the disembarkation and transport of the crew member to a medical facility equipped to provide the required care, as soon as practicable; and
  - d. cooperates fully in any and all official investigations into the cause of the illness or injury.

### **In the Event a Crew Member is Missing or Fallen Overboard**

11. In the event that a crew member is missing or presumed fallen overboard, the flag CCM shall ensure that the owner and/or operator of the fishing vessel:

- a. ceases fishing operations as soon as practicable;
- b. immediately notifies the responsible Rescue Coordination Center (RCC) to report the incident time and location and commences search and rescue for at least 72 hours unless the crew member is found sooner, or unless instructed by the flag CCM to continue searching;<sup>6</sup>
- c. immediately notifies the flag CCM and notifies the crew member's next of kin or designated contact person as soon as practicable after the search and rescue operation has ceased;
- 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 if requested;
- g. cooperates fully in all official investigations, and preserves any potential evidence and the personal effects and, if not needed by other crew, the quarters of the missing crew member; and
- h. returns to port if required by the flag CCM for the official investigation and departs only when clearance is received from the flag CCM authorities.

### **In the Event of Forced or Compulsory Labour and Other Mistreatment**

12. In the event that a flag CCM has reasonable grounds to believe, based on information such as port state notifications, electronic monitoring, observer reports, high seas boarding inspection reports or information provided by a crew member, that a crew member's health and safety is endangered or that a crew member has been subject to forced or compulsory labour and other mistreatment, the flag CCM shall ensure that the owner and/or operator of the fishing vessel:

- a. immediately takes action to preserve the safety of the crew member and mitigate and resolve the situation on board;
- b. immediately provides the flag CCM's designated authorities with a report on the situation, remedies provided, 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 owner and/or operator; and

---

<sup>6</sup> In the event of force majeure, flag CCMs may allow their vessels to cease search and rescue operations before 72 hours have elapsed.

- d. cooperates fully in any and all official investigations into the incident, including by providing independent and individual access to all crew members remaining on the vessel.

13. In the event that, after disembarkation from a fishing vessel, a crew member reports to the port CCM an allegation of forced or compulsory labour and other mistreatment while on board the fishing vessel, including providing any available supporting information, the port CCM shall notify, in writing, the flag CCM and the Secretariat. Upon notification, the flag CCM in accordance with Article 25 of the Convention, shall:

- a. 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 port CCM.

14. In the event a port CCM is notified by a flag CCM that a crew member may have experienced forced or compulsory labour and other 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.

15. CCMs shall cooperate and provide support in relation to cases of forced or compulsory labour and other mistreatment on fishing vessels, including facilitating evidence gathering from crew providers in their jurisdiction or from their nationals, where possible.

### **Special Requirements of Developing States**

16. 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.

### **Reporting**

17. Within one month after the entry into force of this measure, CCMs shall inform the Secretariat of its designated contact point(s) in connection with the implementation of this measure.

18. CCMs shall advise the Commission (in Part 2 of their Annual Report) on implementation of this Measure, including for flag CCMs to report on the implementation of obligations in the event that a crew member dies (paragraph 9); suffers serious illness or injury (paragraph 10); is missing or fallen overboard (paragraph 11); there are allegations of forced or compulsory labour or other mistreatment (paragraph 12 & 13); and for port CCMs to report on the implementation of obligations if they are notified of allegations of forced or compulsory labour or other mistreatment (paragraph 13 & 14).

19. This measure will take effect on 1 January, 2028 and CCMs are encouraged to implement these measures as soon as possible.



**Attachment 1: 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 crew member's next of kin or designated contact person 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. If the crew member changes vessels, this should be updated by the vessel owner and/or operator in the written contract or agreement with the crew member.
5. The name and address of the vessel owner and/or operator, or other party to the agreement with the crew member.
6. Starting date and duration of contract.
7. The voyage or voyages to be undertaken, if this can be determined at the time of making the agreement.
8. The capacity in which the crew is to be employed or engaged.
9. If possible, the place at which and date on which the crew member is required to report on board for service. This should include details of the carrier delivering the crew member to the fishing vessel, if the crew member boards the fishing vessel at sea.
10. 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, and periodicity and form of payments.
11. The termination of the agreement and the conditions thereof, namely:
  - a. if the agreement has been made for a definite period, the date fixed for its expiry, unless agreed by mutual consensus;
  - b. 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
  - c. 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 fishing vessel owner and/or operator or other party to the agreement with the crew member.
12. The right of termination by the crew member in the event of forced or compulsory labour and other mistreatment, and to clearly account for deductions made against the crew member's wages for any in-kind contributions.

13. The protection that will cover the crew member in the event of forced or compulsory labour and other mistreatment, sickness, injury or death in connection with service.
14. The amount of paid annual leave or the formula used for calculating leave, where applicable.
15. The health and social benefits coverage and benefits to be provided to the crew member by the fishing vessel owner and/or operator, or other party or parties to the crew member's work agreement, as applicable.
16. The crew member's entitlement to repatriation and terms of repatriation.
17. Information on crew members' rights and access to complaint or dispute mechanisms and legal support.
18. The minimum periods of rest, in accordance with national laws, regulation or other measures.
19. 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.

## Attachment 2: Definitions

**Forced or compulsory labour** is all work or service which is exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily. [ILO CO29 on Forced Labour Convention C029 - Forced Labour Convention, 1930 (No. 29) (ilo.org) ]

### **Indicators of forced or compulsory labour**

- Abuse of vulnerability - taking advantage of a worker's vulnerable position.
- Deception - failure to deliver what has been promised to the worker, either verbally or in writing.
- Restriction of movement.
- Isolation – denying a worker contact with the outside world.
- Physical and sexual violence.
- Intimidation and threats.
- Retention of identity documents.
- Withholding of wages.
- Debt bondage.
- Abusive working and living conditions.
- Excessive overtime.

The existence of **forced or compulsory labour** may be evidenced by the presence of a single indicator, or several indicators taken together, in a given situation. Overall, the set of eleven indicators covers the main possible elements of a forced labour situation, and hence provides the basis to assess whether or not an individual worker is a victim of this crime.

[ILO indicators of Forced Labour | International Labour Organization](#)

**Mistreatment** is the failure to provide crew members a safe working environment where the welfare, occupational safety and health of crews is effectively protected. This includes the failure to provide crew members with decent working and living conditions on board fishing vessels.