

## **INFORMATION NOTE ON THE AGREED MINIMUM TERMS AND CONDITIONS IN RELATION TO CREWING EMPLOYMENT CONDITIONS**

### **What Are the HMTCs?**

The Harmonised Minimum Terms and Conditions for Access by Fishing Vessels (MTCs) are one of FFA Members' key tools to regulate fishing access to their waters. They are a mechanism for setting agreed standards to apply in all FFA Members' EEZs in support of the effective management of their fisheries resources. The MTCs apply to foreign fishing vessels licensed to fish in the EEZs of FFA Members. FFA Members can also apply them to their domestic fleets.

The Forum Fisheries Committee (FFC) has the responsibility for adopting and amending the MTCs. The MTCs are adopted as minimum standards of access and do not preclude any member from adopting more stringent standards. The MTCs are directly linked to the FFA Vessel Register, and any foreign fishing vessel that does not meet the registration requirements cannot be in "good standing" on the Register and, as a result, cannot be licensed by FFA Members.

The MTCs are implemented nationally via legislation, regulations and/or licensing conditions.

### **Crewing MTC**

In May 2019, FFC 110 adopted additions to the MTCs to address growing concern by FFA Members over poor conditions of employment on some foreign fishing vessels operating in the region. This also reflects heightened international attention to this issue and associated links to human trafficking and modern slavery.

The Crewing MTC sets out the minimum terms and conditions applying to the employment of crew on foreign fishing vessels that are licenced to fish in the waters of FFA Member countries. It is broadly based on the ILO Work in Fishing Convention and covers the following requirements:

- i) A written contract in a language each crew member can understand;
- ii) Protection of the basic human rights of the Crew in accordance with accepted international human right standards. This includes provisions to ensure that crew are not assaulted or subject to torture, cruel, inhumane or degrading treatment, ensuring the treatment of all crew with fairness and dignity;
- iii) Procedures covering the death of crew member and for advising next of kin in the event of an emergency;
- iv) Full travel costs from the point of hire to and from the vessel at no cost to the crew;
- v) Decent and fair remuneration;
- vi) Full insurance coverage to and from, and on, the vessel;
- vii) Provision of medical care;
- viii) Rest periods;

- ix) Provision for health and safety including provisions relating to vessel safety while the crew is on board and throughout the duration of the contract;
- x) Provision of safety equipment and tools;
- xi) Proper accommodation, sanitary facilities and suitable meals and water.

### **Commencement of the Crewing MTC by 1 January 2020**

Members have agreed a target date to implement the crewing MTC, either through their laws or licensing conditions, by 1 January 2020.

### **Implementing the Crewing MTC**

FFA Secretariat will provide assistance to Members to implement the MTCs including through legal advice and support. Support will also be provided to those FFA members that are flag States to ensure they are able to meet the requirements of the new MTCs. FFA will also support strengthening of national inspection regimes (at sea or in port) to ensure compliance with the new provisions. National inter-agency cooperation and coordination is critical to the implementation of the crewing MTC noting the crewing standard cuts across other sectors such as labour and vessel safety.

A copy of the agreed revisions to the HMTCs, setting out the amendments approved by FFC, is appended for information. This is in three parts:

1. The new paragraph on Crew Employment Conditions;
2. A new Annex 6 specifying the Particulars of the Crew Agreement between the vessel operator and crew;
3. An amendment to Annex 4 to incorporate reference to the Crew Employment Conditions.

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Pacific Islands Forum Fisheries Agency  
23 May 2019

**New paragraph for Crewing Employment Conditions: new Annex 6 and to amend Annex 4 to add a new sub-paragraph (xii) of 5.2 as follows:**

**Crew Employment Conditions**

- (a) The Operator shall be responsible for the health, welfare and safety of the Crew while he or she is on board the vessel throughout the duration of the contract.
- (b) The Operator shall ensure that a written contract is executed and signed between the operator or through a representative of the Operator and the Crew before the commencement of employment which shall contain the particulars as set out in Annex 6.
- (c) The Operator shall observe and respect any form of basic human rights of the Crew in accordance with accepted international human right standards.
- (d) The Operator shall take all reasonable steps to ensure that Crew are not assaulted or subject to torture, cruel, inhumane or degrading treatment and shall treat all crew with fairness and dignity.
- (e) The Operator shall be responsible for the provision to Crew for health protection and management for sickness, injury or death while employed or engaged or working on a vessel at sea or in a foreign port. In the event of injury or sickness, medical care shall be provided free of charge to the crew.
- (f) The Operator shall in the event of death notify relevant authority as soon as practicable and ensure that the body is well preserved for the purposes of an autopsy, investigation, and shall undertake immediate repatriation of the body to the nearest appropriate available port.
- (g) The Operator shall be responsible for advising the Crew's next of kin in the event of an emergency.
- (h) The Operator shall provide a decent and regular remuneration to the Crew.
- (i) The Operator shall provide repatriation of the Crew to his or her point of hire and all related cost where the contract is terminated as follows:
  - (i) The contract is expired whilst the crew is still abroad
  - (ii) The crew cannot perform his or her duty due to sickness or other medical reasons
  - (iii) Where the contract is terminated in accordance with the signed contract.
- (j) The Operator shall ensure that Crew are given regular periods of rest of sufficient length to ensure safety and health in accordance with international standards.
- (k) The Operator shall be responsible to ensure:
  - (i) that the vessel is safe in accordance to accepted international standards on safety of vessels; and
  - (ii) the safety of Crews on board and the safe operation of the vessel and to provide on-board occupational safety and health awareness training.
- (l) The Operator shall provide the following at no cost to the Crew:
  - (i) full travel costs from the point of hire to and from the vessel;
  - (ii) full insurance coverage, to and from, and on, the vessel throughout the duration of the contract.

- (iii) Copy of the insurance policy.
  - (iv) Appropriate and adequate safety equipment and tools;
  - (v) Appropriate accommodation which shall be in a clean, decently and habitable condition and is maintained in a good state of repair taking into regard the comfort, the health and safety of the crew.
  - (vi) Appropriate sanitary facilities which are hygienic and in a proper state of repair,
  - (vii) An adequate amount of suitable food and water having regards to the crew's health, religious requirements and cultural practices in relation to food.
- (m) The Operator prohibits deduction from crew wages by any party for any expenses related to work.

## Annex 6

### Particulars of 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, 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;
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;

### Amendment to Annex 4, new sub-paragraph 5.2 (xii)

- (xii). failure to comply with license conditions regulating employment, vessel safety and crew numbers.