

PROTECTIONS AGAINST TRAFFICKING IN PERSONS

Sample Code of Conduct Provisions for Seafood Supply Chains

A supply chain Code of Conduct establishes basic performance expectations for subcontractors, suppliers and agents. It is important that your company sourcing policy or Code of Conduct explicitly prohibits human trafficking and sets out protections for workers. The sample provisions below can be used by any company, including federal contractors and their subcontractors, as they consider how best to create, strengthen or revise their own supply chain policies. These high-level provisions can be used for companies in any sector, including seafood.

The sample Code provision addresses factors that are “enablers” or contributors to situations or risks of human trafficking but is not intended to ensure compliance with specific legal requirements, such as those in the Federal Acquisition Regulation (FAR). Specific compliance requirements should be detailed in the terms and conditions of contracts with subcontractors, suppliers and agents.

Companies should work to cascade and enforce their Code of Conduct throughout each relevant tier of their supply chain. This is particularly important for seafood supply chains, because forced labor and human trafficking risk, as well as the risk of other labor abuses, increases in lower tiers of the supply chain.

HUMAN TRAFFICKING

The _____ Company strictly prohibits human trafficking in all of our operations and in those of all subcontractors, suppliers and agents in our global supply chain. Workers shall not be subject to any form of forced, compulsory, bonded, or indentured labor. All work must be voluntary and workers shall have the freedom to terminate their employment at any time without penalty, upon giving reasonable notice. Workers on vessels/engaged in vessel-based work have the right to disembark and terminate employment at regularly scheduled port visits.

CHILD LABOR

The _____ Company strictly prohibits child labor. Child labor refers to work by any person under the age of 15 OR under the legal age for completion of compulsory education, OR the legal minimum age for employment under national law, whichever is higher. No worker under the age of 18 may be hired for vessel-based work or other tasks that are hazardous to the physical, emotional or intellectual development of the child.

RECRUITMENT FEES AND TRANSPORTATION EXPENSES

Workers shall not be charged any fees or costs for recruitment, directly or indirectly, in whole or in part, including costs associated with travel to the receiving country, and processing official job-related documents and work visas in both home and host countries.

Workers shall be provided with return transportation to their country of origin, or compensation for the cost of return transportation, upon completion of their employment contract.

HEALTH, SAFETY, AND WELLBEING

Workers are entitled to safe and hygienic working and living in environments.
Workers receive adequate protective equipment, safety training and medical care in the event of an illness or accident.

Employers shall provide workers with safe and hygienic working and living environments in accordance with prevailing industry standards, paying special attention to prevention of accidents and incidences, management of identified hazards, fire safety, emergency procedures, worker training, first aid and access to medical services, personal protective equipment, equipment and electrical safety, noise, lighting and ventilation, sanitation, access to clean drinking water and food preparation hygiene.

Employers conduct workplace health and safety risk analysis to identify possible hazards and corresponding controls. (For an example of such an analysis for crewed vessels, see the Seafish Responsible Fishing Scheme Risk Assessment Form: <http://www.seafish.org/rfs/wp-content/uploads/2016/11/FORM-OB-6a.pdf>)

Vessel captains maintain an accurate crew list and register that includes accurate contact information, position held, relevant identity document number, the birthdate of each crew members (to ensure compliance with child labor regulations), and emergency contact information.

CONTRACTS OF EMPLOYMENT

Written contracts of employment shall be provided to migrant workers in their native language or a language the worker understands, clearly indicating their rights and responsibilities and conditions of employment, including wages, benefits, working hours, locations of the work, living conditions, housing and associated costs, work-related hazards, and other working and employment conditions.

Migrant workers shall be provided with a copy of their employment contract at least five days prior to deployment in their native language or a language the worker understands. Workers with difficulty understanding the written contract shall be given a verbal explanation of the contract's terms and conditions.

The use of supplemental agreements and the practice of contract substitution or use of supplemental agreements by the employer to replace an original contract or any of its provisions with a new contract or terms that are less favorable to the worker is strictly prohibited.

The required notice period for workers to terminate their contracts early shall not exceed one month – or what the law requires, and once they have begun working, migrant workers shall not be penalized for early termination of their employment contract upon giving the required notice.

The notice period shall be waived in situations where the worker has suffered harassment or abuse, or is a victim of trafficking in persons. In such cases the employer shall also be responsible for paying the cost of return transportation for the affected worker.

For vessel-based workers, employment agreements contain information about the length and location of voyage.

RETENTION OF PERSONAL DOCUMENTS

Confiscating, destroying, withholding or otherwise denying workers' access to their identity or immigration documents, including work permits and travel documentation (e.g. passports), is strictly prohibited.

Workers must be provided with individual secure and lockable storage facilities for their identification documents and other valuables that are accessible to them at all times.

If vessel-based workers have consented to store their documents while at sea, they must always receive their documents when docked, or at any other time as requested.

DEPOSITS

Migrant workers shall not be required to lodge monetary deposits or security payments, or have a portion of their pay withheld at any time as a condition of obtaining or retaining employment.

HUMANE TREATMENT

The workplace shall be free of any form of harsh or inhumane treatment.

Disciplinary policies and procedures shall be clearly defined and communicated to all workers, and shall not include any inhumane disciplinary measures, including any corporal punishment, mental or physical coercion, or verbal abuse

of workers. The use or threat of physical or sexual violence, harassment and intimidation against a worker, his or her family, or close associates, is strictly prohibited.

Disciplinary procedures shall not include sanctions that result in wage deductions, reductions in benefits, or compulsory labor.

WORKPLACE EQUALITY

All workers, irrespective of their nationality or legal status, shall be treated fairly and equally. Migrant workers shall benefit from conditions of work no less favorable than those available to country nationals (including but not limited to wages, benefits, and accommodations).

Migrant workers (or their family members) shall not be threatened with denunciation to authorities to coerce them into taking up or maintaining employment.

WAGES AND BENEFITS

All workers shall be paid at least the minimum wage required by applicable laws, and shall be provided all legally mandated benefits.

Wage payments shall be made at regular intervals and directly to workers, in accordance with applicable law, if any, and shall not be delayed, deferred, or withheld.

Only deductions, advances, and loans authorized by national law are permitted and, if made or provided, shall only be taken with the full consent and understanding of workers. Information shall be provided to workers at the time of their hire about hours worked, rates of pay, and the calculation of legal deductions.

All workers must retain full and complete control over their earnings. Wage deductions must not be used to keep workers tied to the employer or to their jobs. Workers shall not be held in debt bondage or forced to work in order to pay off a debt.

Deception in wage commitments, payment, advances, and loans is prohibited.

WORKING HOURS

Workers shall not be required to work in excess of the number of hours permitted by national law. Where the law is silent, normal working hours shall not exceed eight hours per day and 48 per week, and total working hours including overtime shall not exceed 60 hours. Vessel-based workers are provided sufficient rest to avoid exhaustion.

All overtime shall be purely voluntary, unless part of a legally recognized collective bargaining agreement. No worker shall be made to work overtime under the threat of penalty, dismissal, or denunciation to authorities. No worker shall be made to work overtime as a disciplinary measure, or for failure to meet production quotas.

FREEDOM OF MOVEMENT AND PERSONAL FREEDOM

Workers shall have unrestricted access to basic necessities such as clean drinking water and toilets during both work and non-work hours at the work site or in employer provided or arranged housing.

Workers' freedom of movement shall not be unreasonably restricted. Workers shall not be physically confined to the workplace or related premises, such as employer- or recruiter-operated residences; nor shall any other coercive means be used to restrict workers' freedom of movement or personal freedom.

Mandatory residence in employer-provided or arranged facilities shall not be made a condition of employment unless required by law.

Vessel-based workers have a right to repatriation in the extent that their employment agreement expires or is terminated. The cost is the responsibility of the vessel owner, unless stipulated by national law.

GRIEVANCE PROCEDURES

An effective, confidential grievance process shall be established to ensure that any worker, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind. The grievance procedure shall include an appeals process for workers who disagree with how a grievance is resolved.

Grievance mechanisms shall be available in the worker's native language or a language the worker understands and include the ability to report grievances anonymously.

PRIVATE EMPLOYMENT AGENCIES AND LABOR RECRUITERS

Workers are hired directly whenever possible. When the subcontracting of recruitment and hiring is necessary, labor agencies engaged operate legally, are certified or licensed by the competent authority in their country of operation, do not charge recruitment fees, use only trained employees, and do not engage in fraudulent recruitment practices that place workers at risk for human trafficking and sexual exploitation.

PRIVATE EMPLOYMENT AGENCIES AND LABOR RECRUITERS

Workers must be made aware of their rights and responsibilities at the time of hire, including the terms and conditions of their employment contract, the provisions of this Code and all applicable laws and regulations of their home country, the country where the work is performed, and of any country and jurisdiction contracting the work.

Workers must be trained upon arrival in the receiving country on the company's workplace rules and procedures, the grievance process, the housing arrangements (if provided or arranged by the company), and the conditions of work, including any health and safety hazards and the precautions needed to ensure personal safety. Workers should be informed that the company prohibits the procurement of commercial sex.