

PROTECTIONS AGAINST TRAFFICKING IN PERSONS

Sample Benchmarks of Good Practice in Recruitment and Employment for Seafood Supply Chains

Benchmarks based on company policy that define good practices can be used to evaluate the labor and human rights performance of suppliers and labor agents. The set of sample benchmarks below is consistent with the sample Code of Conduct provisions listed in Tool 1 and supports policy development covering labor recruiters as a key player in global supply chains. These benchmarks can serve also as a basis for establishing and monitoring key performance indicators, but are not intended to ensure compliance with specific legal requirements, such as Federal Acquisition Regulation (FAR).

Throughout this document, and other tools for compliance in the seafood sector, efforts have been made to align with international standards as well as voluntary standards. Particular attention was paid to the International Labour Organization (ILO) Work in Fishing Convention 188 (C188). The ILO is the UN agency that sets internationally recognized labor standards. The ILO's C188 covers standards for health, safety and medical care at sea, appropriate work and rest hours while at sea, and requirements for work agreements. Another convention, the ILO Maritime Labour Convention, is not specific to fishers, but sets standards for seafarers more broadly, including on-board living conditions, pay schedules, work and rest hours, repatriation requirements, and access to medical care. Even in fisheries where these conventions have not yet been ratified, supplier agreements should be aligned with these requirements. For more information on international frameworks and voluntary certification standards relevant to human trafficking in the seafood sector, see Tools 1B and 1C.

HUMAN TRAFFICKING

Company policies and practices express a clear prohibition of, forced, compulsory, bonded, or indentured labor that applies to all entities in its supply chain, including those involved in the recruitment, selection, and hiring of workers. Company policies and practices also express a clear prohibition of sex trafficking and procurement of commercial sex.

- Clear and transparent human resource practices on recruitment, contracts, wages and working hours are adopted by the company and its subcontractors to minimize the risk of human trafficking.
- The company, and suppliers, subcontractors or agents acting on its behalf, comply with all relevant local laws and regulations, including those concerning the prohibition of forced labor and human trafficking in each jurisdiction in which they operate.
- The workplace is free of any form of, forced, compulsory, bonded, or indentured labor, or involuntary prison labor.
- Workers enter into employment freely and employment terms and conditions are agreed to voluntarily, without deception or threat of penalty.
- All work is voluntary.

- Workers have the freedom to terminate their employment at any time without penalty, given notice of reasonable length (not to exceed 30 days).

RECRUITMENT FEES AND TRANSPORTATION EXPENSES

- The company has a written policy declaring that workers shall not pay any amount to secure a job with the company or with a supplier or subcontractor.
- The job advertisements from the company and its subcontractors and suppliers include the statement that no fees shall be charged at any phase in the recruitment and hiring process.
- The employer covers all recruitment and processing fees, costs, and expenses, including those associated with securing identity cards, medical certificates and examinations, skills testing, and travel from the worker's home to the location of employment.
- The employer fully covers the cost of return transportation to the worker's country of origin upon completion of their employment contract.
- The company has mechanisms to continuously monitor and ensure that workers are not charged any amount to secure a job.
- The company only engages recruiters, agents, and sub-agents who do not charge fees to jobseekers.
- The company, or subcontractors acting on its behalf, has means of informing jobseekers at the point of recruitment that workers do not pay fees or costs for any services directly related to obtaining employment.
- The company or receiving country recruiter has a verification process to ensure that workers are not charged any fees.
- Workers found to have been charged fees are repaid, and contracts with recruiters found to have charged fees are terminated.

Fees are often charged to workers at a variety of points in the recruitment, hiring or employment process. Fees are often charged in the form of cash or in-kind property or deducted from wages. The following list includes different types of fees that are often charged to workers by third parties such as labor brokers:

- *Fees covering passport/identity documentation or visas (as well as any secondary costs associated with procuring documentation such as for security clearance, birth certificates or document replacement)*
- *Transportation and lodging costs between workers' home and worksite*
- *Costs of orientation and/or training either pre-departure or at worksite*
- *Costs of medical examination*
- *Deposit or bond required by intermediary or employer*
- *Costs associated with paying workers' salary, such as bank fees*
- *Fees for mandatory daily transport to a worksite provided by employer or intermediary*
- *Costs of work-related equipment, tools and apparel.*

It should be noted that the Federal Acquisition Regulations prohibits all recruitment fees. For a comprehensive list of types of fees that workers may encounter, see: <http://responsiblerecruitmenttoolkit.org/wp-content/uploads/Eliminating-Recruitment-and-Employment-Fees-Charged-to-Workers-in-Supply-Chains.pdf>

CONTRACTS OF EMPLOYMENT

- All candidates are clearly informed of the terms and conditions of employment, and successful candidates are provided a copy of the contract at least five days prior to deployment.
- All workers are provided a signed copy of their original contract, in their native language or a language the worker understands, at least five days prior to deployment or departure from port.
- The company explains the terms and conditions of the contract in the workers' native language or a language the worker understands and has means to verify that the terms are clearly understood and fully agreed to by the workers.
- Employment contracts clearly specify the rights and responsibilities of workers with regard to wages, benefits, hours of work, including regular hours and overtime requirements, days off and annual leave, location of the work, living conditions, housing arrangements, work related hazards, and disciplinary and other procedures that can lead to termination, as well as appeal procedures and grievance mechanisms consistent with applicable law.
 - ✓ For vessel-based workers, contracts specify:
 - the fisher's family name and other names;
 - date of birth or age, and birthplace;
 - fisher's address at time of signing;
 - the place at which and date on which the agreement was concluded;
 - the name of the fishing vessel or vessels and the registration number of the vessel or vessels on board which the fisher undertakes to work;
 - the name of the employer, or fishing vessel owner, or other party to the agreement with the fisher;
 - name of any company under which the vessel/captain is engaged;
 - the itinerary of the voyage or voyages to be undertaken, if this can be determined at the time of making the agreement;
 - the position in which the fisher is to be employed or engaged (i.e. captain, deck-hand, cook);
 - employment status of fisher (i.e. contract, employed, share partner);
 - if possible, the place at which and date on which the fisher is required to report on board for service;
 - the provisions to be supplied to the fisher, unless some alternative system is provided for by national law or regulation;
 - 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;
 - a schedule for wage payment;
 - the termination of the agreement and the conditions thereof;
 - the protections that will cover the fisher in the event of sickness, injury or death in connection with service;
 - the amount of paid annual leave or the formula used for calculating leave, where applicable;
 - the health and social security coverage and benefits to be provided to the fisher by the employer, fishing vessel owner, or other party or parties to the fisher's work agreement, as applicable;
 - the fisher's entitlement to repatriation;

- a reference to the collective bargaining agreement, where applicable; the minimum periods of rest, in accordance with national laws, regulations or other measures;
 - notification that workers shall not be compelled to post any bond or deposits to the captain and that workers shall retain their identity documents at all time;
 - any other particulars which national law or regulation may require.
- The details of working conditions described at the point of recruitment are consistent with the details contained in the employment contract at the time of hiring, and with actual job conditions and responsibilities.
 - Company policy prohibits the substitution of original contract provisions with those that are less favorable to the worker. Any amendments made to improve conditions are made with the knowledge and the informed, written consent of the worker.
 - Changes to working conditions are made with the knowledge and consent of the worker. Consent is obtained voluntarily and without the threat of penalty. No changes are made that in any way diminish the worker's originally anticipated wages, benefits, or other conditions of work; or place the worker in a position of physical or mental risk or peril, or other form of disadvantage or vulnerability.
 - Employment contracts clearly stipulate the rights and responsibilities of each party regarding the termination of employment.
 - Employment contracts clearly specify the circumstances in which a worker can terminate his or her contract without penalty, given reasonable notice, and in accordance with national law. The required notice period for workers to terminate their contracts early shall not exceed one month or as specified by local law, whichever is shortest.
 - 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.

DOCUMENT RETENTION

- Applicants' or workers' identity or immigration documents, including passports, residency or work permits, or other personal documents, such as bank books or automatic teller machine (ATM) cards, are not destroyed, concealed, confiscated, or otherwise denied access by the worker, for any reason.
- In the event that personal documents are held by the employer or subcontractor due to legal requirements, these are immediately returned to the worker upon demand and without any preconditions. In such circumstances, the employer or subcontractor:
 - Provides workers with an exact copy of personal documentation when not in their possession;
 - ✓ Develops written policies and procedures to prevent abuse;
 - ✓ Nominates a responsible person to ensure workers have unhindered access to their documents upon demand; and
 - ✓ Notifies workers of these procedures.
- Lengthy or otherwise burdensome prerequisites for accessing one's passport or other personal documents, such as written requests, monetary deposits or waiting periods, are strictly prohibited.
- Workers are provided with individual locked, secure storage space for personal documents and valuables at both their employer-provided accommodation and workplace.

In some cases, sea-faring workers may not have access to foreign ports, even while they retain their personal documents due to legal restrictions. The ILO Seafarers' Identity Documents Convention 2003 (No. 185) lays out guidelines for nationally issued ID documents that sea-farers can use to access foreign ports, which is critical for vessel-based worker well-being, particularly in instances of abuse. For more information, see Tool 1C and http://www.ilo.org/dyn/normlex/en/f?p=1000:12100:0::NO::P12100_ILO_CODE:C185

DEPOSITS

- Workers are not required to post a bond at the time of recruitment or at any other time during the employment relationship.
- The company policies strictly prohibit the collection of monetary deposits or security payments.
- The company, or subcontractor acting on its behalf, withholds portions of workers' pay only where it is legally required.
- In those cases where workers have opted to participate in voluntary savings schemes facilitated by their employer, such workers have unhindered access to and full control over all savings and monies owed.

HUMANE TREATMENT

- Company policies and procedures prohibit sanctions that impose work or wage deductions, or reductions in benefits as a means to discipline workers.
- No form of compulsory labor is imposed on any worker.
- The policy of the company, or subcontractor acting on its behalf, strictly prohibits the use or threat of physical or sexual violence, harassment and intimidation, and senior management has expressed clear commitment to this policy.
- Effective measures are in place to implement, monitor, and ensure company-wide compliance with this policy.
- There is no evidence of complaints, grievances, or actions taken against the company, its managers or supervisors, or its subcontractors, suppliers and agents, with respect to violence, intimidation, or harassment in the workplace. In cases where a complaint or grievance has been raised, evidence should show that swift and transparent action was taken to address it.

WORKPLACE EQUALITY

- All workers, regardless of their national origin, ethnicity, race, or legal status, are treated equally in the workplace.
- Migrant workers are treated no less favorably than country nationals with respect to:
 - Remuneration, hours of work, overtime arrangements, and holidays with pay;
 - Access to training;
 - Eligibility for promotion and wage increases;
 - Membership in labor unions or other worker organizations;

- Accommodation; and
- Benefits and social insurance, including social security, maternity and sick leave, disability and employment injury insurance.
- The company, or subcontractors acting on its behalf, explicitly prohibits the abuse of vulnerability of migrant workers, including the threat of denunciation to authorities as a means of coercion.

WAGES AND BENEFITS

- The freedom of workers to dispose of their wages as they choose is not limited in any way.
- Wages specified in employment contracts meet legal minimum wage. In the absence of a legal minimum wage, wages are at least the industry prevailing wage for similar work in the immediate area in the country of employment, and wage calculations are equitable and objective.
- Wage payments are not deferred, delayed, or withheld as a means of binding workers to employment.
- Non-cash or “in-kind” payments in lieu of wages are not used.
- Wage rates and payments are calculated with full transparency.
- The calculation and payment of wages, including legal wage deductions, are clearly explained to and understood by all workers.
- For fishers participating in a share system, any system for dividing earnings should be documented and agreed to prior to a voyage. As relevant, fishers participating in a share system are entitled to witness weighing, grading of the catch, or other processes that influence total earnings.
- No unlawful or unauthorized deductions are made from workers’ wages. Any deductions from wages are clearly described in the employment contract and undertaken with written worker consent.
- Wage deductions levied for tardiness or absence are not excessive and do not exceed the time missed on the job, for example 10 minutes of pay for 10 minutes tardiness.
- Wage advances or loans provided to workers, along with related interest rates, comply with the law, at a minimum. Additionally:
 - Interest rates and repayment terms are fair. Payments do not exceed 10 percent of a worker’s monthly wage, such that loans can be repaid in a reasonable amount of time not exceeding six months;
 - The calculation of interest rates for loans and advances, and wage deductions made for their repayment are made with complete transparency to the worker;
 - Interest rates do not exceed the local prevailing local market bank rates;
 - The terms of wage advances and their repayment are agreed to by both parties in advance and in written form.
 - For vessel-based workers, any interest charged on cash or in-kind advances provided while workers are on-board does not induce worker indebtedness, and interest rates are posted publicly and in worker contracts. The families of vessel-based workers should also not be provided with loans or advances while the worker is at sea that serve to induce indebtedness, binding the worker to their job.
- Jobseekers, applicants or workers are not required to participate in any form of forced or mandatory savings in order to recoup costs associated with recruitment or other services.
- If workers pay for employer-provided or arranged housing and food, such charges:
 - Do not exceed market rates or the rate paid by local workers;

- Do not aid companies or subcontractors in earning a profit at workers' expense; and
- Are not part of efforts to reclaim placement fees or other fees paid by employers for recruiting workers.
- Vessel-based workers are provided with means to transmit earnings to their families at low cost.

WORKING HOURS

- Workers are not forced to work more than the number of hours allowed by national law, or, where the law is silent, working hours do not exceed eight per day and 48 per week, and total working hours including overtime does not exceed 60 hours in a week.
- For vessel-based workers, hours are restricted to 14 hours in any 24 hour period. If the normal rest period is interrupted, workers are given compensatory rest.
- Effective workplace and company-wide measures are adopted to ensure full implementation and compliance with this policy, including continuous monitoring of hours worked to identify workers at risk of exceeding the limit, coordination of production and manpower planning, etc.
- Vessels maintain a sufficient number of workers on-board to ensure that all operations are carried out effectively and safely, taking into account concerns about fatigue.
- All overtime work is purely voluntary, unless specifically stated otherwise in a legally recognized collective bargaining agreement.
- Workers track their own working hours using an electronic or other objective, verifiable timekeeping system.
- Vessel-based worker's daily hours of work and rest are recorded in a standard format in the working language of the ship (and the worker's native language or a language the worker understands, if different) and endorsed by the worker and captain/skipper.
- Workers are free to refuse overtime work without threat or fear of punishment or reprisal.
- For those that agree to work overtime, a system is in place to obtain their written consent at the time of the request.
- In cases where remuneration is based on productivity targets such as piece rate systems, workers are not forced to work more overtime hours than allowed by national law in order to achieve their production quota or to meet minimum wage.

FREEDOM OF MOVEMENT AND PERSONAL FREEDOM

- Workers enjoy reasonable freedom of movement within their work and living environments. Any legitimate constraints on off premises movement (for example, for valid personal safety or security concerns) are specified prior to the signing of the employment contract.
- Workers have unrestricted access to basic necessities (drinking water, toilets) during both work and non-work hours.
- The presence of security personnel or other security measures in the workplace or employer or recruiter-provided or arranged residences are not used as a means to restrict worker freedom of movement.
- No other coercive means are used to restrict workers' freedom of movement or personal freedom, including confiscation of personal documents, levying of financial penalties or security deposits, or use of deception in wage payment and deductions.

- Workers are not required to live in employer- or recruiter-operated residences as a condition of employment, unless required by applicable law.
- Migrant workers are free to return to their home country during leave, without any penalty, or threat of termination.
- Vessel-based workers have the right to repatriation at no cost to themselves when their employment agreement expires; in the event of illness or injury; or in the event of ship-wreck or foundering.
- Vessel-based workers are allowed access to port on a regular basis.

In some contexts, vessel-based workers have been deceived about the length or geographic location of fishing activities. This deception can have serious implications for freedom of movement and the legality of the voyage. In some cases, workers on vessels fishing illegally have been detained in foreign detention centers. This risk can be addressed with two prongs.

First, as detailed in the Contracts section above, worker contracts should always specify the length of voyage and planned route/destination. One means for transparency and accountability to planned itineraries is the use of satellite technology. These methods can track the movement and locations of vessels, as well as identify the use of transshipment which allows vessels to stay at sea for indefinite periods of time.

The two main methods for vessel tracking are Automatic Identification Systems (AIS) and Vessel Monitoring Systems. There are several ongoing projects developing methodologies for monitoring specifically for illegal fishing activity particularly based on gaps in satellite data, proximity to transshipment vessels and overall length of time at sea. Various countries have legal frameworks requiring some degree of utilization of these systems, although requirements are often limited to the largest commercial vessels.

For more information, see:

- *Oceana. Global Fishing Watch.* <http://globalfishingwatch.org/>
- *Pew Charitable Trusts. Project Eyes on the Seas.* http://www.pewtrusts.org/~media/assets/2015/03/eyes-on-the-seas-brief_web.pdf
- *FISH-i Africa.* <https://fish-i-africa.org/>

Sutton, Trevor; Siciliano, Avery. Center for American Progress. Human Trafficking in the International Fishing Industry. Seafood Slavery. <https://www.americanprogress.org/issues/green/reports/2016/12/15/295088/seafood-slavery/>

GRIEVANCE PROCEDURS AND WORKER VOICE

- Supplier and recruiter policy and practice reveals a functioning and effective grievance procedure available to workers in a language the worker understands.
- Effective measures are in place to ensure that workers know how to use this procedure and feel safe and free from potential retaliation if doing so.
- Where grievances are raised, effective and appropriate procedures are in place to ensure a rapid and mutually agreed settlement.

- Resolution of workplace grievances are regularly reported back to all workers.
- Results of worker surveys and interviews confirm that workers both understand the means available to them to report grievances and that they trust the process to fairly address their issues.
- An effective appeals process is in place to impartially evaluate any disputed grievance resolution.
- Companies commit to piloting and implementing technological means for providing confidential means of communication to vessel-based workers. All efforts should be made to making some form of communication available. In some cases, the same technologies that are used to enable catch traceability may be used to enable worker communication. Where continuous access is not technologically feasible on the high-seas, workers should have access to grievance mechanisms in ports, at a minimum.

All workers, and especially workers with higher levels of vulnerability such as migrant workers or vessel-based workers, should be able to communicate grievances and seek resolution. Strong grievance mechanisms promote understanding, active participation and allow potential problems to be identified and resolved. For workers at sea, access to a grievance mechanism can be a critical safety issue.

However, grievance mechanisms are particularly challenging for the at-sea segment of seafood supply chains, particularly when workers are on vessels without access to port for long periods of time, although technological advances are currently being piloted. There are several initiatives exploring how technology, including satellite technology, catch traceability systems, and mobile apps can increase vessel-based workers' access to communication. (For more information on traceability systems specifically, please see Tool 5). For more information, see:

- USAID. Oceans Partnership. Catch Documentation Traceability System. <https://www.seafdec-oceanspartnership.org/catch-documentation-and-traceability/>
- Issara Institute. Inclusive Labor Monitoring. <https://www.issarainstitute.org/inclusive-labour-monitoring>
- International Labor Rights Forum. IM@SEA: <https://laborrights.org/independent-monitoring-sea>
- USAID, Thai Union, Mars Petcare. Fishtalk. <http://www.thaiunion.com/en/newsroom/press-release/493/thai-union-mars-petcare-and-usaid-oceans-going-digital-for-sustainability>

Technological advances can increase crewmember access to communication services such as phone and email. At the most basic level, workers can use this technology to stay in closer communication with family or shore-based civil society organizations and providing them with updates on their location and physical health/safety.

Access to communication services can also facilitate access to more formalized grievance mechanisms. Ideally, any information received via grievance mechanism, even directly from a worker, should be verified or triangulated with information from other sources, to decrease the possibility of coercion used against reporting workers. In other work-site contexts, Verité has seen that employers may coerce workers, even to the point of threatened or actual violence, to provide positive feedback to grievance mechanisms. Workers may be in highly vulnerable situations and may be reluctant to talk openly about their work situation.

Verité's experience with data on labor/social issues in other contexts shows that, in many cases, collecting the data is relatively straightforward, whereas interpreting that data and drawing accurate conclusions can be more challenging. No individual data point can provide full visibility into the range of social and labor concerns that may arise.

Further, after data has been collected and analyzed, remedying abuses is a separate process unto itself. Meaningful remediation requires a multi-stakeholder effort involving governments, companies and NGOs who have access to the data, are trained and coordinated, and have necessary systems and processes in place.

Grievance mechanisms can take different forms but any mechanism should fit benchmarks for robust grievance systems as defined by the UN Office of the High Commissioner for Human Rights "Guiding Principles on Business and Human Rights: Implementing the United Nations 'Protect, Respect and Remedy' Framework." Under these principles, ethical grievance mechanisms should be:

- *"Legitimate: enabling trust from the stakeholder groups for whose use they are intended, and being accountable for the fair conduct of grievance processes;*
- *Accessible: being known to all stakeholder groups for whose use they are intended, and providing adequate assistance for those who may face particular barriers to access;*
- *Predictable: providing a clear and known procedure with an indicative time frame for each stage, and clarity on the types of process and outcome available and means of monitoring implementation;*
- *Equitable: seeking to ensure that aggrieved parties have reasonable access to sources of information, advice and expertise necessary to engage in a grievance process on fair, informed and respectful terms;*
- *Transparent: keeping parties to a grievance informed about its progress, and providing sufficient information about the mechanism's performance to build confidence in its effectiveness and meet any public interest at stake;*
- *Rights-compatible: ensuring that outcomes and remedies accord with internationally recognized human rights; and*
- *A source of continuous learning: drawing on relevant measures to identify lessons for improving the mechanism and preventing future grievances and harms."*

Effective grievance mechanisms should have established, easy to understand procedures; ensure confidentiality; allow workers to confidentially report grievances against bosses or supervisor without fear of retaliation or reprisal of any kind; and a system that provides workers with access to additional social support if needed.

For additional guidance on creating grievance mechanisms, see:

<http://helpwanted.verite.org/helpwanted/toolkit/suppliers/establishing-effective-grievance-mechanisms>

PRIVATE EMPLOYMENT AGENCIES AND LABOR RECRUITERS

- The company and its suppliers hire workers directly whenever possible.
- When the recruitment, selection, and hiring of workers is undertaken by a private employment agency or other third-party, suppliers shall have the responsibility to ensure that the agencies operate legally, are certified or licensed by the competent authority, use only employees trained on applicable Code and legal requirements, and do not charge recruitment fees or engage in fraudulent behavior that places workers at risk of trafficking for labor exploitation. Where informal labor brokers predominate in a sector, the company shall have a plan for moving towards the use of formal brokers who are held accountable to company policies or direct hiring.

- The company signs a formal contract with the subcontracted agency and performs regular due diligence on the agency and its partners involved in the hiring and placement of workers.
- Effective measures are established by the company to ensure the legal compliance of sub-contractors in each jurisdiction in which they operate.
- The subcontracted agency has an up-to-date license or permit to operate in all countries of operation, and any partners or agents working on its behalf also have up-to-date permits or licenses.
- The subcontracted agency has not been cited, suspended, or otherwise sanctioned for non-compliance with any laws in any country of operation; or, where a citation for non-compliance exists, the agency can demonstrate that it has rectified the non-compliance.
- The company has mechanisms to monitor the performance of agents and recruiters to ensure that no deception, fraud and/or coercion in the recruitment, placement, transport or management of workers take place.
- The company, or subcontractors acting on its behalf, provides jobseekers with accurate details of working conditions at the time of recruitment, including the nature of work, wages, benefits and duration of contract.
- Details of working and employment conditions are communicated to jobseekers in a language they understand.
- False promises are not made to applicants or workers regarding employment conditions, job locations, employment or contract duration, or anticipated earnings.
- The subcontracted agency has an implementing structure, an accountable officer, and clear procedures to ensure that all policies are compliant with all relevant legislation and regulations. This includes a current registry of laws for all countries of operation; and a mechanism that ensures the company is regularly informed of new legislation/regulations or changes in legislation/regulations.
- The subcontracted agency has a code of conduct that prohibits human trafficking and sets out protective measures for workers. The code covers principles elaborated in relevant ILO Conventions and the Code of Conduct of the International Confederation of Private Employment Agencies (CIETT), and applies to all parties in the chain of recruitment. The code is supported by an institutional structure that ensures its effective implementation.
- The subcontracted agency has established a mechanism for confidential reporting of noncompliance, a grievance mechanism, procedures of investigation and reporting on grievances, and protection for whistleblowers.
- The subcontracted agency has established effective remediation procedures in case of verified reports of noncompliance, including mechanisms to ensure the reimbursement of workers for any recruitment fees paid.
- The company, or subcontractors acting on its behalf, does not use any means to restrict workers' freedom to terminate employment, for example by levying excessive recruitment fees, requiring deposits, or withholding personal documentation.

Recruitment for vessel-based workers is often informal, and, depending on the context, few legal options may be available. These informal brokers appear to be associated with higher rates of abuse on vessels. Because the presence of informal recruiters is a direct impediment to monitoring and remediating conditions, formalization of labor supply chains is an important step whenever possible. Where broker registration systems are weak or non-existent and/or informal brokers /recruiters predominate, companies can move progressively towards direct hiring and/or contracting with brokers whose performance has been determined to be ethical through on-going monitoring.

Although informal brokers are more difficult to monitor and are unlikely to have formalized systems in place, they can still be held accountable to basic standards of ethical practice. For example, informal brokers may not be able to produce copies of legal registration, but they can still commit to not charging workers fees and to adequately and accurately explaining terms and conditions of jobs to brokers.

EMPLOYEE AWARENESS TRAINING

- All written information and training is provided in the native language of the workers or a language they understand.
- Workers are made aware of their rights and responsibilities, both verbally and in writing, at the time of hire including 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.
- Pre-departure orientation is conducted to review contractual obligations, terms and conditions of work and other matters including but not limited to living conditions, company policies, and the grievance mechanisms in place for workers.
- Workers are 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.
- The company evaluates the effectiveness of its training and awareness efforts by measuring employee knowledge upon completion of training and periodically thereafter using surveys, interviews and other means.