

**CODE OF CONDUCT  
FOR TUNA SUPPLIERS  
(VESSELS)  
BOLTON FOOD & TRI MARINE**



**BOLTON**

Bolton's **Code of Conduct** (hereinafter, the 'Code') together with Bolton's **Human Rights Policy** (hereinafter, 'HRP') are the top of the Bolton's regulatory pyramid by which the Group establishes its core principles and values. Bolton's expectation and requirement is that all of the companies, including all employees, managers and governing bodies, adhere to this common framework of integrity in performing professional activities and relations with stakeholders.

Bolton implements and supports the internationally recognized Human Rights laid out in the Universal Bill of Human Rights and the conventions which it inspired. These include the core and relevant ILO Conventions enshrined in the ILO Constitution, regardless of the member's ratification status, and the Ethical Trade Initiative.

Bolton Food & Tri Marine considers the fair management of operations along its supply chain as a crucial part of its sustainability strategy. As published in the Bolton's Human Rights Policy, nine key principles of social accountability have been identified as being applicable for all tuna suppliers conducting operations at sea:

- Regular and Freely Chosen Employment
- Freedom of Association and Collective Bargaining
- Health, Safety and Working Conditions
- Child Labor
- Living Wages are Paid
- Working Hours are not Excessive
- No Discrimination and Harsh Treatment is Practiced
- Rights of local population
- Reporting breaches

These principles are the minimum set of criteria considered "the essential or most relevant core" that are included in ILO Conventions and that already feature in the range of Public and Private Standards for Social Responsibility across other sectors. In addition to the ILO core Conventions – ILO Declaration of Fundamental Principles and Rights at Work, 1998 – there are specific fishery sector Conventions – Fishing Work in Fishing Convention, 2007 (No. 188) and Work in Fishing Recommendation, 2007 (No. 199) adopted in 2007 and The Maritime Labor Convention 2006 (MLC), that revise and consolidate ILO standards concerned with working conditions of fishers.

Among the standards based on the ILO fundamental conventions and on the specific ILO Conventions No.188 and MLC, we highlight and promote the UNE 195006 'Responsible Fishing Tuna' standard and the Seafood Task Force (STF) Code of Conduct and Vessel Auditable Standards whose implementation in the sector ensures the good practices required to achieving the objectives established in this code and move towards a true social sustainability of the sector that guarantees respect for the human, social and labour rights of sea workers.

This Bolton Food & Tri Marine **Code of Conduct for Tuna Suppliers - Vessels** provides additional specific requirements to the Bolton's **Human Rights Policy** applicable to suppliers that are directly or indirectly engaged with fishing vessels and, therefore, must exercise their due diligence in such fishing activities and it does not mean a standalone document but is part of the **Bolton Food Code of Conduct Suppliers**.

This code of conduct must be signed by all our tuna suppliers along our global supply chain in order to become Bolton Food & Tri Marine homologate suppliers. We reserve the right to request information that can demonstrate the level of support and adherence of a supplier to this CoC Vessels such as through third party audits or first party audits at any point in our business operations.

### **Progress and support are continually monitored**

We believe in a continuous dialogue with our partners to improve the current measures we have in place and the new ones we can develop to reinforce our commitment for the principles included in this CoC. We support a continuous improvement approach whereby non-compliance will be addressed with incremental corrective action plans. Thus, this CoC Vessels also includes a commitment by the supplier to develop and implement corrective plans in order to meet and support the principles of this CoC Vessels as a way to increase the transparency of our global supply chain and to demonstrate accountability and the continuous improvement of our tuna operations.

If any supplier is struggling to comply with this CoC, Bolton Food & Tri Marine will collaborate and work together where any misalignment occurs in order to identify the root causes of the problem, find effective ways to correct them, help to implement those measures and verify their effectiveness in eradicating the problem.

# PRINCIPLES & DECLARATION

## A. Regular and Freely Chosen Employment

Every fisher has a right to fair terms of employment, hours of rest and pay set out by a contractual agreement they understand.

No forced, compulsory, bonded, trafficked or otherwise involuntary labor is used in any part of the business at sea or ashore.

Every fisher has the right to leave periods at the fisher's home country, if that's what they wish, without loss of employment or discrimination.

Every fisher has the right to join or leave employment freely within the terms of employment and without fear, retribution or loss of earnings that are rightfully due.

Fishers retain control of their identity documents and there is no withholding of fisher property or benefits. In cases where personal documents and/or identity papers are given to boat captains for safekeeping during sea-based work or because it is legally required, workers must receive their documents once docked, upon cessation of employment or at any other time requested by the worker.

Fishers shall not be required to lodge "deposits" with their employer.

Fishers are free to leave the service of the vessel without penalty during port calls where legally able.

When at foreign ports, fishers have the right to repatriation. The cost of the repatriation referred to in paragraph 1 of this Article shall be borne by the fishing vessel owner, except where the fisher has been found, in accordance with national laws, regulations or other measures, to be in serious default of his or her work agreement obligations.

ILO Convention of application
ILO C n. 29 Forced Labor Convention (1930, core convention)
ILO C n. 105 Abolition of Forced Labor Convention (1957, core convention)
ILO C n. 188 Work in Fishing Convention (2007, art23, 24)
ILO C n. 181 Private Employment Agencies Convention (2000)
ILO R35 – Forced Labour (Indirect Compulsion) Recommendation (1930)
ILO C n. 100 Equal Remuneration Convention (1951, core convention)

1. Every person has the right to join or leave employment freely within the terms of employment. There is no kind of forced, bonded or involuntary prison labor as defined by the reference ILO Conventions and Recommendations.

Policies and procedures shall exist and shall demonstrate a recruitment process for workers (crew members), and contracted crew, which is free from any perceived or confirmed:

- a. Forced, compulsory, bonded, indentured, or involuntary labor, including prison labor.
- b. Entity supporting human trafficking.
- c. Forcing or intimidating spouses and children to work for a vessel master/ owner.

2. Crew members shall not be required to pay recruitment and hiring-related fees to employers, agents or labor broker outside legally allowed fees. All fees charged to workers must be disclosed in advance and documented in a language that the workers understand<sup>1</sup>.

A copy of each invoice/wage slip must be kept at least for 12 months, in which the charge made to the worker is described in detail to verify that it complies with the exceptions stipulated by local legislation.

3. The workers must be informed of the employment terms and conditions in a language they understand before signing the contract. Fishers shall have the right to secure the advice and representation of a Trade Union or other workers' support organization<sup>2</sup> of their choosing prior to boarding the vessel, to deposit a copy of the work agreement with that organization and to maintain communication with the support organization<sup>3</sup>.

Vessel master and crew employment relationship shall be established through relevant International Convention, national labor and social security laws, with transparent and fair contracting employment relationship, where;

- Legally required benefits are supplied by vessel master/owner.
- Training, skills and knowledge are expected to be imparted to crew through participation in apprentice scheme, regular employment or repeat fixed term contracts.
- Crew employment strengthens human capacities by alleviating causes of insecurity and social or economic vulnerability for their workers.
- Crew are not subjected to labor-only contracting, and excessive use of sub-contracting, or fixed term contracts to avoid labor and social security obligations which undermine rights of crew members.

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<sup>1</sup>Some exceptions are allowed in national law: "in the interest of the workers concerned, and after consulting the most representative organizations of employers and workers, the competent authority may authorize exceptions... in respect of certain categories of workers, as well as specified types of services provided by private employment agencies". (Private Employment Agencies Convention, 1997 (No. 181), Article 7, C. 181) Therefore, it is important to consult national legislation on whether placement fees may be charged to workers.

<sup>2</sup>A fishers' support organization might include, among others, a seafarers support organization, a union, an ethnic/cultural/religious association, a migrant rights group or a NGO. A workers' support organization other than a Trade Union should only be used where no trade union is present or is not allowed by law.

<sup>3</sup>Fishers shall have full access to their own communication devices and be given reasonable access to vessel communications, reflecting trip duration and personal situations but without compromising normal vessel activities.

4. The fisher's work agreement must be in a language they understand and, if they have literacy challenges, explained verbally to them. A copy of the work agreement shall be provided to the fisher in a language they understand and, if they have literacy challenges explained verbally to them. Another copy shall be carried on board and be available to the fisher and, in accordance with national law and practice, to other concerned parties on request. Contract of employment between vessel master/owner and crew member shall provide understandable information about their rights, responsibilities and further relevant details about employment conditions onboard fishing vessels. The fisher must be given sufficient time to analyze the content of the work agreement or seek expert advice before signing it.
5. The fisher's work agreement shall contain the following particulars except in so far as the inclusion of one or more of them is rendered unnecessary by the fact that the matter is regulated in another manner by national laws or regulations, or a collective bargaining agreement where applicable:
- a. the fisher's family name and other names, date of birth or age, and birthplace; and an emergency contact
  - b. the place at which and date on which the agreement was concluded;
  - c. 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;
  - d. the name of the employer, or fishing vessel owner, or other party to the agreement with the fisher;
  - e. the voyage or voyages to be undertaken, if this can be determined at the time of making the agreement;
  - f. the capacity in which the fisher is to be employed or engaged;
  - g. if possible, the place at which and date on which the fisher is required to report on board for service;
  - h. the provisions to be supplied to the fisher, unless some alternative system is provided for by national law or regulation;
  - i. the amount of wages, or the amount of the share<sup>4</sup> and the method of calculating such share if remuneration is to be on a share basis, or the amount of the wage and share, method of calculating the latter if remuneration is to be on a combined basis, any agreed minimum wage and the regularity of the payments.
  - j. the termination of the agreement and the conditions thereof<sup>5</sup>, 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 fisher shall be discharged;
    - 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 fisher;

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<sup>4</sup> There should not be a situation in which the fisher is only paid a share of the value of the catch and no wages. Situations in which fishermen, subject to work agreement, receive less than the living wage due to insufficient catch levels are not allowed.

<sup>5</sup> As stated in the Bolton's Human Rights Policy, we use contractual forms that meet the obligations to employees under labor or social security laws and regulations arising from the regular employment relationship, avoiding the excessive use of unfavorable forms.

- k. the protection that will cover the fisher in the event of sickness, injury or death in connection with service;
  - l. the amount of paid annual leave or the formula used for calculating leave, where applicable;
  - m. 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;
  - n. the fisher's entitlement to repatriation;
  - o. a reference to the collective bargaining agreement, where applicable;
  - p. the minimum periods of rest, in accordance with national laws, regulations or other measures; and
  - q. any other particulars which national law or regulation may require.
6. By reasonable notice to the employer as stated in the fisher's work agreement (vessel owner/master, or recruitment agency), crew members shall be allowed to freely terminate their employment without consequences such as withholding any part of a worker (crew members and staff) salary, benefits, property, identification papers, and other documents in order to force such person to continue working for the organization.

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

7. Vessel owners have fair and transparent procedures to ensure that the ending of contracts are conducted fairly. Documentation, such as policy or terms of contract, must show that crew members are allowed to leave employment without consequence of loss of payment, benefits due; or retention of their personal property or documents.
8. Written procedures must exist to prevent abuse by which in the event that personal documents are held by the employer due to legal requirements, the vessel owner guarantees that:
- a. Personal documents are immediately returned to the worker upon demand and without any preconditions;
  - b. Workers are provided with an exact copy of personal documentation when not in their possession;
  - c. Workers are aware of the existence and functioning of these procedures.
9. At the end of a work session, crew members shall be allowed to leave their immediate area of work and be provided with adequate facilities for resting, eating, changing, and sanitary actions. Designated areas shall be provided for food consumption which are separated from changing areas. The vessel owner must be able to demonstrate that employee's freedom of movement and personal freedom is respected. All these aspects must comply with ILO C n. 188<sup>6</sup>.

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<sup>6</sup> It is recalled that ILO Convention n. 188 is mandatory.

10. The vessel owner shall provide repatriation to crew members where their employment contract expires and is not renewed prior to the return of the vessel to its home port, or as specified in advance by contractual agreement, or by termination of the contract on justified grounds or due to illness or injury or death of the crew member.

Cost of repatriation shall be borne by the fishing vessel owner, except where the fisher has been found, in accordance with national laws, regulations or other measures to be in serious default of his or her work agreement obligations.

In cases where an employee voluntarily leaves his or her job and returns to his or her home country, the repatriation costs will be at the employee's own expense. If it is demonstrated that the fisher's inability to continue working is due to actions, conditions or behaviours on the part of the vessel owner or its staff, then the company will bear repatriation costs.

11. In situations where independent labor providers or **recruitment agents** are utilized to supply crew members; vessel owners shall be in possession of all crew member contracts. There shall be no justification for employing crew members who do not possess legal right to work, hold the correct certification, documentation, or visa in the country they are employed or contracted in.

12. A verifiable system shall be in place which demonstrates communication between vessel master or vessel owner, and recruitment agent with regards to employment needs and complying with relevant laws. Communication and written agreements with crew members shall be, in a language that they can understand. Where this is not possible, vessel master or crew rep.' or senior crew member shall explain in careful terms the conditions of employment and make sure that they have been understood and agreed by the fisher.

13. The vessel owner shall have a formal written agreement or contract with the Recruitment Service covering the provision of recruitment services. The vessel owner shall be responsible for demonstrating that the service complies with all requirements set in ILO C n. 188; in particular, the vessel owner shall ensure that fishers recruited/placed by such a service understand and consent to their terms of employment voluntarily and without threat of penalty.

14. In addition, if a recruitment service is used for recruiting/placing fishers, the vessel owner/company shall ensure the service:

- a. does not deter job seekers from engaging in work by using blacklists or other means;
- b. does not require fishers to pay recruitment fees or other charges for recruitment or placement<sup>7</sup>;
- c. has a valid license, certificate or similar authorization from the competent authority in the country of operation; and
- d. has not been convicted for any recruiting practices involving the abuse of human rights.

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<sup>7</sup>For the purposes of this requirement, cost of the national statutory medical examination, certificates, a personal travel document and the national seafarer's book shall not be deemed to be "fees or other charges for recruitment (ILO 179 Recruitment and Placement of Seafarers Convention, 1996)".

## B. Freedom of Association and Collective Bargaining

Every fisher has the right to be appropriately represented and to freely form and/or join Trade Unions if existing by law, or workers' organizations of their own choosing and to bargain collectively.

Where the right to freedom of association and collective bargaining is restricted under law, the employer must seek ways to respect international human rights standards on freedom of association and collective bargaining, without contravening applicable laws and regulations at country level, including the right of the crew to elect members to represent them in any dialogue and/or negotiation to be held with the vessel owner.

ILO Convention of application
ILO C n. 87 Freedom of Association and Protection of the Right to Organize Convention (1948, core convention)
ILO C n. 98 Right to Organize and Collective Bargaining Convention (1949, core convention)

1. Crew members shall be free to join any Trade Union or worker's organization (where trade unions are illegal or do not exist) of their choice for undertaking collective bargaining on their behalf, where crew members voice, idea, opinion, and perspective can be made known to vessel master/owner with objectivity, structure and respect; and without expectations of any consequence of prejudice, isolation, discrimination, harassment, intimidation or retaliation for being union members.

Where the freedom of association and/or collective bargaining is restricted under law, the vessel master/owner shall allow any alternative and legal means of independent and free association and collective bargaining<sup>8</sup>. Vessel master/owner shall allow crew members to democratically elect representatives, in situations where workers unions and collective bargaining are restricted under current laws.

2. Employers shall not interfere in any management activity of workers' organization which should take place without expectations of any consequence of prejudice, isolation, discrimination, harassment, intimidation or retaliation. Fishers should be allowed to participate in activities of workers' organizations during working hours (not during their rest time).

3. There must be no discrimination on basis of affiliation or non-affiliation.

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<sup>8</sup>Where laws restrict formal freedom of association and/or collective bargaining, employers should allow any alternative legal means of independent and free association and bargaining to take place. This can take the form of, for example, worker representatives and worker welfare committees.

4. Wherever possibly, such as at port or by remote communication, crew members, elected representatives, and any third-party support, shall be allowed to communicate freely without unjustified interference from vessel master/owner. Where this is possible, vessel master shall discuss, aim to amicably resolve and record outcomes of working conditions and any issues with elected representatives of crew members.

Employers must ensure they follow all legal requirements when engaging in collective bargaining and that any valid and agreed upon Collective Bargaining Agreement is duly communicated to all workers. This includes providing all workers with a copy of the Collective Bargaining Agreement or providing access to and training on the Agreement.

### **C. Health and Safety and Working Conditions**

Every fisher has the right to a safe and secure workplace that complies with safety standards and ILO/MSO conventions on health and safety applicable to fishing vessels, and specifically with the ILO Maritime Labor Convention (2006) and the ILO Work in Fishing Convention (n. 188, 2007).

Every fisher has the right to decent living standards, including access to clean toilet facilities and to potable water. Every fisher has the right to adequate food/water whilst at sea. If appropriate, sanitary facilities for food storage shall be provided.

Every fisher has access to affordable shelter and accommodation whilst ashore in non-domestic ports. Accommodations, where provided, shall be clean, safe, and meet the basic needs of the fisher.

Every fisher has the right to proficiency in their job and health and safety related competency through adequate and recognized training and education.

Every fisher has access to adequate first aid and trained medical attention where accidents or incidences occur and where serious injury or life-threatening conditions occur; also including removal from the vessel for hospitalization.

Every fisher has a right to health protection, medical care, welfare measures and other forms of social protection.

<b>ILO Convention of application</b>
ILO MCL Maritime Labour Convention (2006)
ILO C n. 188 Work in Fishing Convention (2007)
ILO C n. 181 Private Employment Agencies Convention (2000)

1. Vessel master/owner shall provide and maintain a safe and healthy working environment for all crew members, with an overall management obligation towards safe working conditions including<sup>9</sup>:
  - i. Appointment of a senior management/crew member representative to be responsible for ensuring a safe and healthy work environment on vessels;
  - ii. Health and Safety Committee, comprised of a well-balanced group of management representatives, at least one assigned risk Prevention Officer and relevant worker representatives, (for example, a Trade Union representative);
  - iii. Procedures and programs for delivery of health and safety training to new crew members and refresher training to crew members in continued service, with monitoring of outcomes, such as reducing trend or occurrence of incidents.
2. Maintaining enough supplies such as water and food, as well as domestic facilities/ areas for eating, private sanitation and sleeping are clean, in a good condition, hygienic and fit for their purpose during work and non-working hours.
3. Health and occupational safety risk assessments must be carried out periodically and whenever there are relevant changes in work operations or in machinery and equipment to be used.
4. A documented health and safety/occupational risk training plan shall be developed and implemented. Documented records demonstrating training delivered to all crew and of corrective and preventative actions to reduce and eliminate risk shall be kept.
5. Vessel owners shall comply with international maritime, as well as occupational health and safety regulations, relevant international standards, and applicable national legislation.
6. Vessel master/owner shall provide free of charge, train and ensure crew members utilize adequate and appropriate free personal protective equipment (PPE) and clothing in all potentially hazardous situation, such mechanized and manual operation, handling chemical, and when working in any exposed area at sea and at port in accordance with the health and safety risk assessment which will be replaced if broken.
7. Vessel master and crew are jointly responsible for operating within safe working conditions, therefore crew members shall have the right to remove themselves from situations that place their life in immediate grave and imminent danger without seeking permission.
8. Vessel owners shall guarantee the existence of adequate personal flotation devices and/or lifeboat sufficient for the entire crew [1]. Lifeboats shall be easily deployed, have enough space for every crew member and everyone is trained to use them in an emergency event.

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<sup>9</sup> All these aspects must comply with ILO C n. 188, which is mandatory. The criteria of vessel size and days at sea used in Articles 31 and 32 of ILO C No. 188 also apply to this section. For vessels less than 24 meters in length and normally remaining at sea 3 days or less, ILO C n.188 applies directly.

9. The Vessel owner shall ensure all crew members are medically fit for their stated employment and specific tasks on board. Must show evidence that all crew members have passed a medical examination from a recognized practitioner that confirms their fitness for duty on board at least once every two years.
10. The Vessel owner shall ensure that an up-to-date register of health and safety issues is kept on board, recording both the description of the event and the subsequent management of said incident and monitoring of the status of the affected crew member up to a satisfactory resolution.
11. Fishermen are provided with regular rest periods of sufficient duration to ensure health and safety and avoid risk of fatigue.
12. The Vessel owner shall ensure that the fishing vessel carries appropriate medical equipment and medical supplies for the service of the vessel, taking into account the number of fishers on board, the area of operation and the length of the voyage.
13. The Vessel owner shall ensure that there is at least one fisher on board who is qualified or trained in first aid and other forms of medical care and who has the necessary knowledge to use the medical equipment and supplies for the vessel concerned, taking into account the number of fishers on board, the area of operation and the length of the voyage.
14. National laws or regulations may permit the exclusion of the liability of the fishing vessel owner if the injury occurred otherwise than in the service of the vessel or the sickness or infirmity was concealed during engagement, or the injury or sickness was due to willful misconduct of the fisher (ILO C n.188, art. 39 p.2)
15. In the event of serious injury crew members have the right to go ashore.

#### **D. Child labor**

No crew under the age of 18 years old shall be employed.

There are in place provisions for supporting any children discovered working and a commitment to remediate child labor situations if a child is ever found working on a vessel.

<b>ILO Convention of application</b>
ILO C n. 138 Minimum Age Convention (1973, core convention)
ILO C n. 182 Worst Forms of Child Labor Convention (1999, core convention)
ILO C n. 188 Work in Fishing Convention (2007)

1. No person under the age of 18 shall be employed for sea-based work or, where national law sets a stricter limit, at the legally mandated age.

2. There must be a written policy/procedure prohibiting underage labour which shall include the steps followed to assure the correct age of crew members (age verification procedure) and a procedure for safely protecting and removing back to education any underage worker who may have been unknowingly hired.
3. Crew roster and valid proof of age for all crew must be available onboard the vessel.
4. In the event that any children is ever found working, vessel owner must have a written commitment to remediate child labor situations:
  - If a child at school age is discovered working, vessel owner must provide them transition back to education;
  - In case of direct or indirect child labour, immediate action shall be taken to identify and provide a remediation programme for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child;
  - Paying a stipend to the child equivalent to what he or she would have earned;
  - Obtaining contact details for the child and parents or guardians, where present;
  - Where age documentation was provided upon hiring, review the documentation and verify whether this is genuine. It may be necessary to review the age-verifying procedure and see if it needs to be strengthened in any way;
  - Reaching out to a remediation team made up of local experts from NGOs, government resources, health professional or other knowledgeable individuals;
  - Collaborating with authorities for the safe repatriation or return of said minor to their country of origin or region;
  - Offering another eligible family member employment instead.

## **E. Living wages are paid**

1. Every fisher has a right to fair terms of employment and decent rates of pay and proven commensurate through benchmarking practices, whichever is higher. In any case, we are committed to creating favorable conditions for enabling living wages for workers to maintain a decent standard of living to meet the basic needs of the workers and their families and to provide some discretionary income to reach a living wage, when national legal standards do not provide for such an opportunity.

Every fisher has the right to access to written and understandable information about employment conditions and particulars of wages each time they are paid, in a language understood by the fisher and, if required, explained verbally.

### **ILO Convention of application**

ILO C n. 95 Protection of Wages Convention (1949)

2. Crew members' wages and benefits shall meet or exceed the legally national minimum salaries as well as all legally mandated benefits. Where employees are made up of a migrant workforce, employers must make sure that the minimum salary paid meets at least the legal national minimum salary of their sending country and that all benefits required in the sending country are paid to the employee.
3. Wage levels should be negotiated with the worker or their legitimate representatives.
4. Vessel owner shall ensure that where a share in profits is specified as way of payment to the crew member, the share must be an extra bonus that is not applied to meeting the required minimum national salary.
5. The crew is paid monthly or at agreed regular intervals at least one payment per quarter and never less than. Wages cannot be withheld to bind workers to employment.
6. Vessel master/owner shall engage all crew members (new and continuing service) with documented contractual terms, with regards to wages, and to the effect that they understand these terms, which shall include however are not expected to be limited to:
  - a. Method, frequency, and rate of wage payment, for example by cheque payment at end of each fishing voyage, and/or at a defined percentage of catch weight at port as an extra bonus.
  - b. What and how payment information is communicated, for example electronic or paper wage slip.
  - c. How overtime or fishing premium payment is calculated and paid, for example at what rate and to what benchmark or standard this corresponds too.
  - d. Where exceptional working hour periods occur, crew shall receive compensatory rest periods and remuneration consistent with employment contracts.
  - e. Social security, including circumstances of coverage (illness, workplace injury/death) and relevant to the country of cover specific to the nationality or jurisdiction applicable to each crew member.
  - f. There should be no unauthorized or illegal deductions. Wage advances or loans and interest on loans must not exceed legal limits and must be clearly documented and communicated to the workers.
  - g. Wages and/or benefits cannot be withheld as a form of discipline.
7. Vessel owners shall define their policy on fair employment terms, pay, equality and nondiscrimination of labor.
8. Vessel master/owners shall not use or encourage use of socially demeaning wages, during, for example use of labor-only contracting arrangements, consecutive short-term contracts or false apprenticeship or other schemes to avoid meeting its obligations to personnel under applicable laws and regulations pertaining to labour, compensation, and social security.
9. All fishers working on board fishing vessels shall be given a means to transmit all or part of their payments received, including advances, to their families at no cost.

## F. Working hours are not excessive

Every fisher has the right to sufficient rest periods and working hours that are in line with appropriate international standards and benchmarks within the industry. Additional safety measures and extended rest periods shall be afforded to fishers where consecutive longer working hours are undertaken.

Fishers shall not be required to work in excess of the number of hours permitted by the flag state applicable law and/or collective agreements, whichever affords the greater level of protection for workers.

ILO Convention of application
MCL, 2006 Maritime Labor Convention
ILO C n. 188 Work in Fishing Convention (2007)

1. Vessel master/owners shall demonstrate that crew members working hours comply at a minimum with ILO Work in Fishing Convention (C n. 188, article 14), notwithstanding that for certain operations greater rest periods may be required and as identified by vessel risk assessment/occupational health assessments. According to the ILO 188, vessels remaining at sea more than 3 days, minimum hours of rest shall not be less than 10 hours in any 24-hour period, and average of 77 hours per week over the entire duration of the trip.
2. Working hours shall also consider and be consistent with agreements set via collective bargaining, when applicable, which are realistic for the fishing industry, and together are provided in understandable terms in contracts with crew members. These minimum criteria also recognize that at certain periods of intense fishing, exceptional working hours and reduced rest periods may be necessary and are permissible within the realms of occupational health and safety and vessel safety.
3. Vessel master/owner shall ensure periods of rest from direct engagement in fishing activity during the duration of the fishing trip are stipulated in employment contracts. This shall be in compliance with relevant conventions, law and the organizations policy. Working hours per crew member shall be recorded as a monitoring and verification system.
4. The minimum period of 10 hours of rest per day may be exceptionally reduced to no less than 6 hours during active fish catching and fish processing. However, the fisher shall receive compensatory periods of rest as soon as practicable.

5. Where there are objective or technical reasons or reasons having to do with the organization of the work why the standards in point 4 above may not be able to be met at all times, this Code allows temporary exceptions to the limits provided that:

- a. the general principles of the health and safety of the workers are respected, and
- b. the arrangements comply with the ILO C188 as far as practicable;
- c. exceptions to the minimum daily rest period of 10 hours will only be considered to fall within this authorized exception where an equal amount of compensatory rest to the rest foregone is taken within 7 days of the daily breach.
- d. Exceptions to the minimum weekly rest period of 77 hours will only be considered to fall within this authorized exception where an equal amount of compensatory rest to the rest foregone is taken within a period of 3 days from the end of the 7-day period in question.

Exceptions should take account of more frequent or longer leave periods or the granting of compensatory leave<sup>10</sup>.

6. These criteria do not affect the obligation of vessel captains and owners (SOLAS and GMDSS) to require all hands on-deck in order to secure the safety of the vessel in situations that place it in serious danger or in cases of the vessel coming to the aid of another vessel in distress.

7. Regular risk assessment and monitoring of crew members and their collective working hours shall be conducted to:

- Ensure sufficient crew is present to conduct navigation and fishing operations effectively, allowing appropriate rest periods or breaks from work according to national regulations and point 6 above. A “Minimum Safe Manning Certificate” shall be available on board, which informs the minimum number of crew members and their qualifications in order to ensure safe navigation as established by the competent authority.
- Ensure procedures in place verify that working periods including overtime is understood in advance of employment, chosen voluntarily, and ensure that these are compliant and paid/compensated accordingly to relevant ILO conventions, national law or collective bargaining agreements, whichever affords the greater level of protection for workers, as well as consistent with any risk to crew members.
- Ensure overtime working that occurs in exceptional circumstances (ie. below the minimum daily rest period on 10 hours) such as to handle significantly abundant catch, and periods of equipment malfunctions or emergencies are exceptional and not routine.

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<sup>10</sup> Within the pattern of activity of most fishing vessels, there is considerable scope for compensatory rest and relaxation for some members of the crew when the vessel is steaming to and from the fishing grounds, between operations and when the vessel is in port. The application of compensatory rest periods to offset those occasions when the standards set out in point 4 above cannot be met for operational or technical reasons or for reasons having to do with the organization of the work, is, therefore, a central feature of this Code.

## G. No discrimination and harsh treatment is practiced

Every fisher has the right of freedom from discrimination in hiring, remuneration, promotion or resignation based on race, colour, age (unless renders them a danger to themselves or others), gender, language, religion, nationality, political opinion, sexual orientation, health status, caste or social status, marital status, union membership or political affiliation.

Every fisher has the right of freedom from any behavior that is threatening, abusive, exploitative or sexually coercive, including gestures, inhumane treatment, language and physical contact.

Every fisher has the right to dignity and respect.

ILO Convention of application
ILO C n. 100 Equal Remuneration Convention (1951, core convention)
ILO C n. 111 Discrimination (Employment and Occupation) Convention (1958, core convention)
ILO Declaration of Fundamental Principles and Rights at Work (1998; reviewed in 2010)

1. Vessel master/owner shall take all reasonable steps, including a signed policy statement and personnel trained in avoiding discriminative practices to the effect that discrimination is not tolerated during hiring, compensation, access to training, promotion, termination or retirement of any crew member based on race, caste, national origin, religion, age, gender, marital status, sexual orientation, sexual disease status, political beliefs and affiliation or union membership.
2. The said Policy above shall be available to all crew on board the vessel and shall include the measures in place to ensure employer-wide compliance with the policy. Signed confirmation shall be obtained from each crew member confirming their support with the vessel policy on discrimination; for example, in a crew member service contract.
3. The use of corporal punishment, mental or physical coercion or verbal abuse of personnel, or harsh and inhumane treatment is not allowed.
4. There may be established industry or operational practices that exist that ultimately indirectly discriminate against an employee although this may never be the intended outcome. Employers should review all practices and job descriptions and verify with "Health & Safety" professionals whether any limitations for job that are based on the protected characteristics mentioned above are due to an inherent requirement of the job or not.
5. Migrant workers require special attention as they are more vulnerable to exploitation or otherwise discriminated against. Apart from specific legal restrictions the employer must strive to ensure that migrant workers and national employees' conditions of work do not differ and that they are equivalent to each other.

6. Policies and procedures shall be understood and implemented by Masters of vessels to ensure crew discipline shall not include, support or condone physical abuse, threat of physical abuse, verbal abuse, sexual or other harassment or other forms of intimidation.
7. Disciplinary action among crew shall prohibit any form of corporal punishment, mutilations, mental or physical oppression or coercion; and shall not interfere with crew members personal rights to practice national or traditional customs; notwithstanding any action that breach safety, and prior agreed contractual terms. Disciplinary action shall be lawful, be communicated in advance; the justification and nature of the discipline shall be included in the work agreement and disciplinary action shall be appropriate to the nature of the contravention.
8. Crew members have equal opportunity to develop their knowledge, skills and competencies.

## **H. How to report breaches**

In order to communicate grievances and non-compliances about possible human rights violations of the crew, perverse impact, non-compliance with this COC and any other or communication that the fleet members and/or other stakeholders may wish to make, the vessel owner shall have in place convenient whistleblowing systems and grievance mechanisms, implemented by the vessel owner, supported by public administration, local government, a reputed NGO, or other 3rd party, which should have at a minimum the following characteristics aligned with the UNGP:

1. Developed through consulting the fleet for whose use it is intended.
2. Transparent and accessible.
3. Secure, confidential, anonymous (when permitted by law) and based on the principle of non- retaliation.
4. With defined protocols for the management and investigation of complaints by specialized personnel.
5. Continually evaluated.

I hereby certify that I have read and understand this CoC for Bolton Food & Tri Marine Suppliers - Vessels. As an authorized representative of the supply company and on behalf of it, I accept to commit with the obligations described in this document. Should any non-compliance be detected, we commit to agree on a joint work plan and roadmap including the required improvements.

Company:			
Name:			
Function/Position:			
Signature:		Stamp:	

## PARTNERSHIP WITH OXFAM



This document has been prepared with the support of Oxfam, providing us with its expertise as part of our partnership on the protection of OXFAM human rights.

## FINAL REMARKS

This Code of Conduct for Tuna Suppliers (Vessels) has been approved by the Bolton Food & Tri Marine Sustainability Function on December, 2022. For more information on this document, please contact Bolton Food & Tri Marine Sustainability Department: [sustainability@boltonfood.com](mailto:sustainability@boltonfood.com).

## BIBLIOGRAPHY AND SOURCES

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- United Nations International Labor Organization (ILO)
- ILO Declaration on Fundamental Principles and Rights at Work (1998)
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- Maritime Labor Convention (MLC), 2006
- Work in Fishing Convention and Recommendation, 2007 (ILO 188)
- Seafood Task Force Supply Chain Oversight Program for Tuna Fishing Vessels
- Sea Fish Responsible Fishing Scheme
- [www.msc.org](http://www.msc.org)
- Aquaculture Stewardship Council (ASC)
- FAO Code of Practice for Responsible Fisheries and FAO Eco-label Guidelines
- SA8000: Social Accountability 8000
- ISO26000: 2010
- ISO 45001: 2018
- UK Modern Slavery Act of 2015
- Ethical Trade Initiative Standard
- SEDEX
- BSCI: Business Social Compliance Initiative
- WFTO: World Fair Trade Organization



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