



## LDAC CONCEPT NOTE

# FACTUAL BACKGROUND AND COMPARATIVE ANALYSIS ON CONDITIONS, DEVELOPMENTS AND EXAMPLES OF IMPLEMENTATION OF SOCIAL AND LABOUR CLAUSES IN SFPA BENEFICIARY COUNTRIES

**Last update: 18 May 2022**

### 1. Background

In 2015, the European social partners represented at the European Sectoral Social Dialogue Committee on Sea Fisheries (henceforth, SSDC) by the organisations Européche and the European Transport Federation (ETF) agreed on a text for a social clause (see text in Annex 2) that they wish to see included in all Sustainable Fisheries Partnership Agreements (SFPAs). The aim of this clause is to **ensure decent working conditions for non-EU fishers working on board EU vessels operating within the framework of these SFPAs**. The clause foresees that the 1998 Declaration of the ILO on fundamental principles and rights at work as well as the eight ILO Fundamental Conventions are fully applicable to the fishers on board EU vessels irrespective of their nationality. The content of this social clause is to some extent reflected in some of the current SFPAs. This document analyses existing provisions on this matter in the content of SFPAs signed between the European Union and several country partners<sup>1</sup>.

### 2. Recruitment conditions for ACP fishers

Recruitment conditions for ACP fishers (and not from the partner third country) **on board** European vessels operating within the framework of SFPAs and their social guarantees are always set in the implementation protocols of the fisheries agreement signed between the EU and the relevant state.

Annexes to those protocols contain these rules in a chapter entitled "Signing-on of seamen"<sup>2</sup>. This chapter lists different provisions:

- A. **The number of fishers to be taken on board:** The number of fishers from ACP countries that may be recruited to work on board EU vessels is set based per fleet segment and varies depending on the beneficiary country. For instance, in the EU-Côte d'Ivoire protocol (2018-2024),<sup>3</sup> EU ship-owners employ ACP citizens within the limits indicated below:
- a) *in the case of the tuna purse seine fleet, **at least 20%** of seamen taken on board during the tuna fisheries survey in the third country fishing area will come from ACP countries;*
  - b) *in the case of the tuna surface longline fleet, **at least 20%** of seamen taken on board during the tuna fisheries survey in the third country fishing area will come from ACP countries.*

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<sup>1</sup>. Namely, Côte d'Ivoire, Senegal, Mauritania, Guinea Bissau, Mauritius and Seychelles

<sup>2</sup>. The term 'seaman' does not reflect the development in international law to call a person who works on board a fishing vessel 'fisher' or 'fisher'. The EC should follow the current 'nomenclature' to avoid any misunderstanding.

<sup>3</sup>. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22018A0731\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22018A0731(01)&from=EN) p. 15.



These recruitment conditions are comparable to those set in the EU-Senegal agreement protocol. In Chapter V of the Annex, recruitment limits are listed by fleet (tuna vessels, purse seiners, pole and liners or deep-water demersal fish trawlers) and are always established at 20%<sup>4</sup>.

Sometimes the number of fishers per individual fishing vessel is indicated. Thus, in the case of Mauritania,<sup>5</sup> fishers have to be selected from a list made by the Mauritanian authorities, respecting the following limits: "*for tuna purse seiners, **one per vessel**; for tuna pole and liners, **three per vessel**; for shrimp and demersal vessels, **60% of the crew**, rounding it down, not including officers in this percentage; for all pelagic trawlers, **60% of the staff** involved in production (factory, packaging and freezing), as it is indicated in the vessel crew plan duly endorsed by the relevant authority of the flag State.*"

In Guinea Bissau, the vessel gross registered tonnage determines the number of fishers that may be taken on board trawlers. As foreseen in Chapter VIII of the Annex to the implementation protocol of the fisheries partnership agreement between the EU and the Republic of Guinea Bissau (2019-2024),<sup>6</sup> each EU trawler may take fishers from Guinea Bissau on board within the following limits (***note: "gross registered tonnage (GRT)" is an obsolete measurement of ships and has been replaced in the early 1990's by "gross tonnage (GT)" which has no linear relation with GRT; therefore, the LDAC recommends using the conversion from GRT to GT stated in C188 and Directive 92/29***):

- a) **five fishers**, if the vessel capacity is lower than 250 GRT;
- b) **six fishers**, if the vessel capacity is between 250 and 400 GRT;
- c) **seven fishers**, if the vessel capacity is between 400 and 650 GRT;
- d) **eight fishers**, if the vessel capacity is higher than 650 GRT;

As for tuna agreements with Mauritius and Seychelles, protocols only establish the number of fishers to be taken on board. The rule is quite general for Mauritius, since this number is set at **twelve fishers** from Mauritius taken on board all EU vessels<sup>7</sup>. As for Seychelles, each operating purse seiner takes **at least two national fishers** on board, without there being a maximum limit.<sup>8</sup>

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4. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22018A0731\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22018A0731(01)&from=EN) p. 25.  
5. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22015A1201\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22015A1201(01)&from=EN) p. 30.  
6. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22019A0627\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22019A0627(01)&from=EN) p. 20.  
7. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22017A1028\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22017A1028(01)&from=EN) p. 19.  
8. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22020A0228\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22020A0228(01)&from=EN) p. 29.



- B. **Implementation of the International Labour Office Declaration:** the provision establishing ILO applicability on the fundamental principles and rights at work is worded in a similar way to that of the analysed agreements:

*"The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by European Union vessels. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation"<sup>9</sup> (EU-Côte d'Ivoire protocol of 2018).*

- C. **Procedures for the signing of an employment contract:** The different fisheries agreement protocols define the conditions and procedures for the signing of an employment contract in the same way, as it is the case of Senegal:

*"The employment contracts of Senegalese seamen, a copy of which shall be given to the maritime authority<sup>10</sup> and the signatories of the contracts, shall be drawn up between the vessel owners' representative(s) and the seamen and/or the seamen's trade unions or representatives. These contracts shall ensure that the seamen have decent living and working conditions on board and the social security cover applicable to them, in accordance with the relevant legislation and the ILO standards, including life assurance and sickness and accident insurance."<sup>11</sup> (EU-Senegal protocol of 2019).*

***The LDAC notes that, under Article 94 of UNCLOS and since the entry into force of C188, it is the responsibility of the flag State that labour conditions are met.***

This standard and common provision ensures that the fishers benefit from social security cover, including life assurance and sickness and accident insurance. In addition, it demands ship-owner representatives to give a written copy of the contract to the rest of signatories, once it has been signed.

The obligation of the fishing vessel owner and respect for ILO standards are elements that are also present in the rest of agreements. Article 34 of C188 relates to social security applying to fishers. It is the responsibility of the country in which the fisher is normally resident. The coverage should be the same as that of workers ashore. Through bilateral agreements the responsibility can be transferred to the flag State. It is not a competence of the European Union to make such agreements instead of its Member States. The only competence the Union has is to coordinate between the social security systems of its Member States (cf. Regulation 883/2004). Through articles 38 and 39 of C188 the fishing vessel owner is responsible to pay damages and provide medical care in case of work-related sickness, injury or death to the extent provided for in flag State law. This liability is usually covered by a so-called P&I-insurance that should also cover the local fishers (to be) taken on board.

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9. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22018A0731\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22018A0731(01)&from=EN) p. 15.

<sup>10</sup>. According to C188 this should be the competent authority of the flag State.

11. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22019A1120\(02\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22019A1120(02)&from=EN) p. 31.



### 3. Developments

Some modifications have been introduced over time in some of the SFPAs analysed.

In the agreement with **Guinea Bissau**, we can see that the number of fishers that can be taken on board has slightly increased in the new protocol in comparison with the 2007 version. In addition, the rules for the selection of fishers are new and demand that they are "*in possession of a valid seaman's registration book stating that they have received basic training on safety at sea for staff of fishing vessels in accordance with existing international standards;*"<sup>12</sup> and that they have documented experience on board industrial fishing vessels. The version of the agreement adopted in 2007 did not contain these requirements.

As for the agreement with **Senegal**, the only significant modification between the versions of 2014 and 2019 is the increase in the number of fishers that may be taken on board, that goes from 20% to 25% for tuna purse seiners, for instance. Some developments have introduced new rights, such as the right to repatriation (**Seychelles** and **Côte d'Ivoire**).

However, the most important developments can be observed in the framework of the agreement protocols signed with **Mauritania**. The protocol of 2015 established access conditions for Mauritanian fishers on board European Union vessels, introducing quite detailed demands before allowing them to be taken on board. Among these conditions we find having a copy of the fisher's original employment contract duly signed (paragraph 2.2.g.) and having good command of the basic safety vocabulary in one of the working languages, i.e., French, Spanish or English (paragraph 2.2.a.), among others. The requirement of a duly signed contract is not among the boarding conditions in the rest of protocols; it is an important advantage for fishers to be able to ensure their rights and prevent arbitrary situations from happening.

***The LDAC notes that it should be a project of the SSDC-F or the LDAC to draft a standard on the working and living conditions to be added to all SFPA's. The aim is not to copy C188, but to ensure that flag State responsibilities and legislation in that respect are recognized and respected.***

***It also notes that there is a problem with the restriction applied in this protocol in the working languages for communications. As an example, the EU crew on board Dutch fishing vessels does not speak French or Spanish. That is why French or Spanish speaking local fishers will not solve the safety risks that arrive if crew members do not understand each other.***

This development was confirmed with the last agreement signed between the EU and Mauritania. Annex 11 of the new protocol demands that the employment contract includes, among others, the following:

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12. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22019A0627\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22019A0627(01)&from=EN) paragraph 2 of Chapter VIII, pp. 20-21.



- (g) *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;*
- (h) *the termination of the agreement and the conditions thereof, namely:*
- 1° if the agreement has been made for a definite period, the date fixed for its expiry;*
  - 2° 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;*
  - 3° 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;*
- (i) *the protection that will cover the fisher in the event of sickness, injury or death in connection with service;*
- (j) *the amount of paid annual leave or the formula used for calculating leave, where applicable;*
- (k) *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;*
- (l) *the fisher's entitlement to repatriation;*
- (m) *a reference to the collective bargaining agreement, where applicable;*
- (n) *the minimum periods of rest".*

If properly implemented, all these modifications will be beneficial to Mauritanian fishers.

***The LDAC notes that this Annex repeats (part of) Annex II of C188. It should be made clear that not all of the items mentioned there must be included in the individual fisher's work agreement. The substance may also be arranged for "in another manner by national (flag State) laws or regulations or a collective bargaining agreement where applicable".***

***It should further be noted that this new condition already applies to all fishers, so including coastal State's fishers, working on board all EU fishing vessels through Directive (EU) 2017/159 and is therefore redundant.***

Other modifications are still required, for instance in the SFPA with **Gabon**, Chapter X, items 3 and 4.

Item 3 says, in our own words, that the fishers recruited shall be offered a contract and that the contract may be concluded between the fishing vessel owner and an approved private recruitment and placement agency for fishers ('crewing agent'). This would mean, that the fisher would not become party to the contract under which he shall work aboard a fishing vessel, which is contrary to the requirement of C188 that the agreement must be signed between the fishing vessel owner or the employer and the fisher. In view of item 4, however, it could be that item 3 allows for the *content* of the fisher's work agreement to be agreed between the owner/employer and the crewing agent. If that is indeed the intention of item 3, then it is superfluous and confusing, because it belongs to the freedom of contract to determine the content of it in any way the contracting parties desire as long as it complies with the applicable laws and regulations.

It is further strange that for the approval of a private recruitment and placement agency for fishers, the flag State may not have a role to play if it has not ratified C188. In our view, this goes against (a) the exclusive jurisdiction of the flag State over vessels that legally fly its flag, and (b) the requirements of



Article 94 of UNCLOS in relation to Article 58, paragraph 3, of UNCLOS. Also, it is questionable whether Gabon can approve a private (*i.e.*, 'commercial') recruitment and placement agency for fisher men as it has ratified ILO's *Fee Charging Employment Agencies Convention (Revised)*, 1949 (C96) in 1961 and has declared that it applies Part II of the convention which concerns the abolition of fee-charging employment agencies "within a limited period of time". The country has ratified ILO's *Maritime Labour Convention, 2006* (MLC) which allows private recruitment and placement services for seafarers, but that convention does not apply to fishers.

The paragraph finally completely ignores the possibility that a local fisher will be posted aboard an EU fishing vessel. A posting service is a private employment agency as defined in Article 1, paragraph 1(b), of ILO's *Private Employment Agencies Convention*, 1996 (C181). In case of posting, not the fishing vessel owner becomes the employer of the fisher, but the posting service. Under C188 a flag State may, under certain conditions, allow posting on board fishing vessels flying its flag if it has ratified C181.

The second sentence of item 4 on social security cover is problematic as social security is a matter of States, according to C188 the country in which the fisher ordinarily resides, or the country determined by an international agreement between the flag State and the country of residence. The employer of the fisher has no influence on this. It then depends on the applicable social security system whether insurance against financial consequences of sickness and work-related sickness, injury or death are included. To the extent work-related sickness, injury or death are not covered under the applicable social security system, the fishing vessel owner is responsible for it under Article 31, paragraph 3, of the Annex to Directive (EU) 2017/159. Item (l) of Annex I to the Annex to Directive (EU) 2017/159 requires that the fisher's work agreement shall contain "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" "except in so far as the inclusion [...] 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".

As the Directive already applies to all EU sea-going fishing vessels, the second sentence of item 4 is superfluous.

The last sentence of item 4 is a bit odd because neither Gabon, nor the EU is party to/has ratified C188... From the EU's perspective the reference is also superfluous because Directive (EU) 2017/159 already applies to all EU fishing vessels and all fishers aboard regardless of the sea area of operation.

In our opinion both items should be redrafted as follows:

**The fishers, to be signed on board Union seiners, shall be recruited from the list referred to in point 2 of this Chapter. Each fisher shall be employed on board through a written employment agreement signed by both the fisher and the employer.**



#### 4. Comparison with social clause of the SSDC-F, 2015

Link: <https://ec.europa.eu/social/main.jsp?catId=521&langId=en&agreementId=5589>

Once reviewed those social provisions in the different fisheries agreements, we are going to compare them with the social clause signed in 2015. It is noted that:

- **The social clause is partially included:** As it has already been mentioned, the chapters of the different fisheries agreements setting the boarding procedures of foreign fishers on board European vessels foresee rules that ensure some degree of social protection. However, some guarantees that were accepted by the European partners in 2015 are **not included** in the current agreement protocols, namely:
  - Negotiation of employment conditions;
  - Submission of a pay slip by the employer indicating full remuneration and the number of hours of work;
  - The possibility offered to fisheries unions of being taken on board a vessel to verify working conditions.

These elements are not included in SFPAs that are subsequent to the adoption of the social clause in 2015. For instance, the protocol adopted in 2019 on the implementation of the fisheries agreement between the European Union and the Republic of Guinea Bissau does not include any of these guarantees and contains the same provisions as other protocols.

Something that is also confirmed in the text of the SFPA protocols signed between the EU and Seychelles and between the EU and Mauritius. These agreements were adopted in 2020 and 2017, respectively, but kept the same structure of agreements prior to 2015, i.e., they partially mention some elements related to the social clause.

- **Standard provisions:** In addition to provisions stating the number of fishers that need to be taken on board and the boarding rules, social conditions are practically the same in the different agreements analysed here; there are no differences between mixed agreements and tuna agreements. Social conditions are also exactly the same in the different agreements, regardless of the region. The same provisions that we find for Senegal apply to.
- **Developments regarding certain mixed and tuna agreements**

On the contrary, attention should be drawn to developments introduced in mixed agreements. Indeed, the mixed agreements for Senegal and Seychelles were modified after 2015 for rules on how to select fishers to be taken on board to become more accurate. Previous training started to be demanded and even more so having a duly signed contract. Annex 6 to the protocol with Seychelles also demands basic training on safety at sea and a duly signed contract. This protocol adds a vaccination obligation for seamen on board.<sup>13</sup>

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13. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22020A0228\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22020A0228(01)&from=EN) p. 44.



- **No specific reference to sanctions:** The social clause does not provide any standard or principle on labour infringements nor sanctions. In this context, even though SFPA protocols contain chapters entitled "Infringements", these do not mention the possibility of being sanctioned if the infringement is strictly linked to non-compliance of rules related to fishers working conditions. These chapters are drafted in quite a general way and flag states competent for labour infringements and sanctions.

For instance, chapter VIII of Annex I to the agreement protocol with Côte d'Ivoire reads as follows: *"Any infringement committed by a Union vessel holding a license in accordance with the provisions of this Annex must be communicated by the Ivorian authorities to the Union within 24 hours. The statement relating to this infringement shall be sent to the Union and the flag State within seven working days."*<sup>14</sup> This general rule, which requires monitoring "any" infringement, is contained in all agreements mentioned here. Most recent protocols regarding agreements with Mauritius and Seychelles are more specific, since their provisions break down specific infringements (without mentioning fishers' working conditions). For instance, in accordance with chapter VII of the protocol<sup>15</sup> with Mauritius, *"Failure to observe any of the rules and provisions of this Protocol, the management and conservation of living resources measures or Mauritius fisheries legislation may be penalised by means of fines, suspension, revocation or non-renewal of the vessel's fishing authorisation, as defined in Mauritius legislation"*. This general rule is also contained in chapter VI of the Annex to the agreement signed with Seychelles.<sup>16</sup>

***The LDAC notes that as for sanctions on non-compliance with the social clauses of the SFPA's the question is, whose responsibility this is. On basis of Article 94 of UNCLOS the responsibility lies with the flag State. Directive (EU) 2017/159, Article 3, leaves enforcement of the Directive to the flag State: "Member States shall determine what penalties are applicable when national provisions enacted pursuant to this Directive are infringed. The penalties shall be effective, proportionate and dissuasive". The SFPA's should respect this, to say the least, especially since the Directive has no further provisions on compliance and enforcement (Part VII on compliance and enforcement of C188 has not been transposed into the Directive). In view of this, on basis of Article 94, paragraph 6, a coastal "State which has clear grounds to believe that proper jurisdiction and control with respect to a ship have not been exercised may report the facts to the flag State. Upon receiving such a report, the flag State shall investigate the matter and, if appropriate, take any action necessary to remedy the situation". Further, a coastal State having ratified C188 has, based on the result of a port State inspection, the right to "take measures necessary to rectify any conditions on board which are clearly hazardous to safety and health" (Article 43, paragraph 2, C188). In short, the responsibility to sanction non-compliance with the social clauses of the SFPA's lies with the flag State, but a coastal State having ratified C188 may take measures to remedy any conditions that are clearly hazardous to safety and health.***

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14. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22018A0731\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22018A0731(01)&from=EN) p. 17.

15. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22017A1028\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22017A1028(01)&from=EN) p. 18.

16. [https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22020A0228\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:22020A0228(01)&from=EN) p. 32.



**Annex 1: Explanatory table indicating the inclusion of items in the social clause of SFPAs**

Items that already exist	Items which are present in some agreements	Items which are not present
<p>Freedom of association</p> <p>Right to collective bargaining</p> <p>Elimination of discrimination</p> <p>Social security, life assurance and sickness and accident insurance</p> <p>Delivery of a copy of the employment contract</p> <p>Wages which are not lower than those required by the ILO</p>	<p>Requirement for receiving a duly signed contract before boarding (Mauritania)</p> <p>Requirement for having received basic training on safety at sea (Mauritania, Seychelles and Guinea Bissau)</p>	<p>Negotiation of employment conditions, including remuneration levels (individual negotiation)</p> <p>Submission of a pay slip by the employer indicating full remuneration and the number of hours of work</p> <p>The possibility offered to fishers' unions of being taken on board a vessel to verify working conditions.</p>



## **Annex 2. Social clause to be included in the fisheries partnership agreements (FPA) with third countries – Proposed by ETF/Europêche (2015)**

[Social dialogue texts data base - Employment, Social Affairs & Inclusion - European Commission \(europa.eu\)](http://europa.eu)

1. The 1998 Declaration of the ILO on fundamental principles and rights at work, as well as the eight ILO Fundamental Conventions<sup>17</sup> (provided that they have been ratified by the flag state), are fully applicable to the fishers on board EU vessels. This includes the freedom of association and the effective recognition of the right to collective bargaining, the abolition of child labour and the elimination of discrimination in respect of employment and occupation.
2. Conditions of employment, including remuneration levels, shall be negotiated between the fishing vessel's owners or their representatives, the local employer(s) or his/their representative(s) where applicable and the fishers and/or their trade unions. Representative trade unions should be informed at their request about the negotiation.
3. As soon as the ILO Convention 188 enters into force, living and working conditions on board EU vessels operating through agreements with third countries have to be in line with the provisions of the Convention, as applicable. The fishing vessel's owner guarantees to the local fishers on board EU vessels equivalent living and working conditions applied to the EU fishers.
4. Each fisher shall receive a copy of the contract of employment, where the remuneration level, hours of rest and conditions of employment are clearly stated or containing a reference to the collective bargaining agreement (CBA) governing these subjects. If the fishing vessel owner is not the employer, the contract of employment shall specify name of the fishing vessel owner and flag State.
5. The employer must provide to each fisher a pay slip reporting the full remuneration and, if remuneration is based, in whole or in part, the hours worked in the period of engagement as well as the function. The fishing vessel owner shall ensure that the employer fulfils this obligation.
6. The flag state competent authorities should include the application of its laws, regulations or other measures implementing the social clause as part of their regular inspections.
7. At the discretion of the skipper and under his authority, representatives from trade unions of fishers may be allowed to come on board the vessel when in port, in order to contact the crew of the vessel and seek information on existing working and living conditions on board and assist the crew as appropriate.

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17. Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87)  
Right to Organise and Collective Bargaining Convention, 1949 (No. 98)  
Forced Labour Convention, 1930 (No. 29)  
Abolition of Forced Labour Convention, 1957 (No. 105)  
Minimum Age Convention, 1973 (No. 138)  
Worst Forms of Child Labour Convention, 1999 (No. 182)  
Equal Remuneration Convention, 1951 (No. 100)  
Discrimination (Employment and Occupation) Convention, 1958 (No. 111)



**Annex 3. Table with countries that have ratified ILO C188<sup>18</sup>**

[https://www.ilo.org/dyn/normlex/en/f?p=1000:11300:0::no:11300:p11300\\_instrument\\_id:312333](https://www.ilo.org/dyn/normlex/en/f?p=1000:11300:0::no:11300:p11300_instrument_id:312333)

<b>Country</b>	<b>Date</b>	<b>Status</b>	<b>Note</b>
Angola	11 October 2016	in force	
Antigua y Barbuda	28 July 2021	Not in force	The Convention will enter into force for Antigua and Barbuda on 28 July 2022.
Argentina	15 September 2011	in force	
Bosnia & Herzegovina	04 February 2010	in force	
Congo	14 May 2014	in force	
Denmark	03 February 2020	in force	
Estonia	03 May 2016	in force	
France	28 October 2015	in force	
Kenya	04 February 2022	Not in force	The Convention will enter into force for Kenya on 04 Feb 2023.
Lithuania	16 November 2016	in force	
Morocco	16 May 2013	in force	
Namibia	20 September 2018	in force	
Norway	08 January 2016	in force	
The Netherlands	19 December 2019	in force	
Poland	17 December 2019	in force	
Portugal	26 November 2019	in force	
United Kingdom of Great Britain and Northern Ireland	11 January 2019	in force	
Senegal	21 September 2018	in force	
South Africa	20 January 2013	in force	
Thailand	30 January 2019	in force	

**-END-**

18. Date of entry into force: 16 November 2017. In 2017, Council Directive (EU) 2017/159, of December 19, 2016, was approved, which applies the Agreement on the application of the International Organization's Work in Fishing Convention 2007 of Labor, held on May 21, 2012 between the General Confederation of Agricultural Cooperatives of the European Union (Cogeca), the European Federation of Transport Workers (ETF) and the Association of National Organizations of Fishing Companies of the European Union (Europêche), OJ L 25, 31.1.2017