



# Model Operational Guidelines for Wi-Fi Access and Fishers' Rights on Distant Water Fishing Vessels

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# Contents

<b>Preface</b>	<b>2</b>
<b>Annex A – Wi-Fi Access Protocol For Distant Water Fishing Vessel Owners And Fishers</b>	<b>4</b>
<b>Annex B – Grievance Protocol For Upholding Fishers’ Rights</b>	<b>6</b>
<b>Section I – List of Prohibited Practices</b>	<b>6</b>
Category 1 – Violations of the Right to Freedom of Association and Collective Bargaining	6
Category 2 – Violations of the Right to Work Without Forced Labor or Child Labor	7
Category 3 – Violation of the Right to Work Without Discrimination	8
Category 4 – Pre-Departure Violations of the Right to a Safe and Healthy Workplace	9
Category 5 – Post-Departure Violations of the Right to a Safe and Healthy Workplace	9
<b>Section II – The Negotiating Parties, Pre-Departure Trainings, and Anti-Retaliation Protections</b>	<b>10</b>
<b>Section III – The Grievance Procedure</b>	<b>10</b>
<b>Section IV – Remedies</b>	<b>11</b>
<b>Section V – Penalties</b>	<b>12</b>
<b>Section VI – Regular Tripartite Social Dialogue</b>	<b>12</b>



# Preface

Distant water fishing vessels often remain at sea for several months and sometimes up to a year or even longer without docking at port. During these extended voyages, fishers, who are predominantly migrant workers, work in complete isolation without guaranteed access to communication onboard, even when satellite Wi-Fi technology is available on the vessel. However, access to Wi-Fi is crucial for crew welfare. It plays a pivotal role in maintaining fishers' mental and physical well-being by enabling them to stay connected with their families, friends, faith-based groups, healthcare providers, and other support networks. Wi-Fi access is also indispensable for enabling fishers to exercise their fundamental right to freedom of association. It allows them to contact their union representatives, government agencies, and advocates to report grievances and receive assistance in resolving issues such as wage disputes, safety and health concerns, and medical emergencies in a timely manner. This is critical for companies to prevent, identify, and remediate forced labor in supply chains — obligations highlighted in the United Nations (UN) Guiding Principles on Business and Human Rights and national human rights due diligence regulations.

The **Model Operational Guidelines for Wi-Fi Access and Fishers' Rights on Distant Water Fishing Vessels** (hereinafter "*Model Operational Guidelines*") provide essential guidance on how Wi-Fi should be implemented by vessel owners at sea to protect fishers' labor rights. Some vessel owners are now installing Wi-Fi on distant water fishing vessels and

beginning to implement voluntary access agreements with fishers. However, these measures often have limited or no capacity to adequately protect fishers' labor rights. Voluntary agreements, while a step forward, do not establish the necessary protections to ensure that fishers have consistent and unrestricted access to Wi-Fi. It is clear that further guidance is needed to create a minimum standard for how Wi-Fi must be installed and how workers should be engaged in the process. Without clear protocols, vessel owners remain in control of when fishers can contact unions or loved ones, and they can turn Wi-Fi on and off at will.

In response, Global Labor Justice, in support of the Wi-Fi NOW for Fishers' Rights at Sea campaign, has developed these Model Operational Guidelines to establish a framework for Wi-Fi installation and usage that ensures labor rights protections for all fishers. While originally developed with the Taiwanese distant water fleet in mind, the Model Operational Guidelines have been adapted to apply to all distant water fleets. They set out the specific requirements for providing guaranteed and consistent Wi-Fi access, empowering fishers to exercise their rights, including freedom of association and the ability to report grievances. By implementing these guidelines, vessel owners can contribute to better protecting fishers' welfare and upholding their fundamental labor rights.

The Model Operational Guidelines are composed of two sets of interlinked protocols:



1. The **Wi-Fi Access Protocol for Distant Water Fishing Vessel Owners and Fishers** (see Annex A) outlines a set of rules to ensure that all fishers have reasonable access to Wi-Fi on a daily basis, with critical protections in place to prevent the obstruction of access to Wi-Fi, invasion of privacy, or retaliation for Wi-Fi use.
2. The **Grievance Protocol for Upholding Fishers' Rights** (see Annex B) describes the procedure through which fishers can report labor rights violations, including breaches of the Wi-Fi Access Protocol and a List of Prohibited Practices based on the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work.

The adoption of these interlinked protocols will greatly improve the living and working conditions on board distant water fishing vessels and protect the fundamental rights of all fishers recruited to work in the commercial fishing industry, in line with international human rights and labor standards.



To ensure clarity and consistency in the application of the Model Operational Guidelines, the following key terms are defined as follows, in accordance with the definitions in C188 and other relevant international standards, including

- **Distant water fishing vessel:** A fishing vessel that engages in fishing activities in waters beyond their national jurisdiction, typically in international waters or the exclusive economic zones (EEZs) of other countries. These vessels undertake long voyages, often traveling great distances and remaining at sea for extended periods of time before returning to port.
- **Fishing vessel owner:** The owner of the fishing vessel or any other organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the vessel from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on fishing vessel owners, regardless of whether any other organization or person fulfils certain of the duties or responsibilities on behalf of the fishing vessel owner.
- **Fisher:** Every person employed or engaged in any capacity or carrying out an occupation on board any fishing vessel, including persons working on board who are paid on the basis of a share of the catch but excluding pilots, naval personnel, other persons in the permanent service of a government, shore-based persons carrying out work aboard a fishing vessel and fisheries observers.
- **Skipper:** means the person having command of a fishing vessel

# Annex A

## Wi-Fi Access Protocol For Distant Water Fishing Vessel Owners And Fishers

All distant water fishing vessel owners are required to provide all fishers with guaranteed regular access to Wi-Fi in the course of their employment, in accordance with the Wi-Fi Access Protocol for Distant Water Fishing Vessel Owners and Fishers (hereinafter “Wi-Fi Access Protocol”). All fishers’ employment contracts must include a clause incorporating this Wi-Fi Access Protocol, making its provisions binding contractual obligations.

1. **Scope.** All fishers on all vessels that conduct fishing activities outside the country’s exclusive economic zone and all vessels that stay at sea for more than seven days before returning to port must be given access to satellite Wi-Fi, both at port and at sea.
2. **Non-discrimination.** All fishers must be given equal access to Wi-Fi on board vessels, regardless of their position, nationality, years of experience, seniority, or other factors. In no case may fishers be granted less than the guaranteed minimum based on job duties.
3. **Technological access.** Fishing vessel owners must ensure fishers access to Wi-Fi in the following ways:
  - 3.1. The satellite Wi-Fi technology must function properly and be protected to the extent possible from external tampering. Any damage to the Wi-Fi equipment must be promptly reported to the governing agency via satellite phone and repaired within one month.
  - 3.2. During the period of repair, each fisher must be given access to a satellite phone on board the vessel for at least 15 minutes per day.
  - 3.3. All fishers must be provided the correct Wi-Fi password at all times. Fishers must be notified immediately of any changes to the Wi-Fi password.
  - 3.4. The skipper or other fishers are prohibited from physically confiscating a fisher’s personal

communication device, even temporarily, either while at port or at sea.

- 3.5. In no case may a fisher’s access to Wi-Fi be revoked, limited, or reduced as a disciplinary measure.
4. **Time of access.** Wi-Fi should be continuously available, with fishers able to access Wi-Fi on a daily basis during rest periods, as defined by Article 14 of the ILO Work in Fishing Convention, 2007 (No. 188). In cases of emergency, Wi-Fi may be used to report or seek assistance for the emergency situation.
5. **Data quota.** All fishing vessel owners must purchase a service plan that offers sufficient data to accommodate the number of fishers on board the vessel and allot each fisher an equal amount of data per month, which should be a minimum of 3GB per month per fisher.
  - 5.1. Data used to access telemedicine services for physical or mental health issues shall not be deducted from a fisher’s individual data allowance.
6. To facilitate the monitoring and management of data usage, a mobile application must be provided to fishers that enables them to:
  - 6.1.1 Track their individual data usage in real time.
  - 6.1.2 Receive notifications when approaching their data limit.
  - 6.1.3 Access a summary of their monthly data usage for personal record-keeping.
7. **Cost.** All fishers must be provided with the minimum Wi-Fi data quota of 3GB per month free of charge. No costs related to the Wi-Fi installment or monthly operation fees may be passed down to the fishers, either upfront or through wage deductions.



7.1. Fishers may have the option to purchase additional Wi-Fi data beyond the allocated amount, provided that the following safeguards are in place:

7.1.1 Any fees associated with purchasing additional Wi-Fi data must be clearly communicated to the fishers in writing, in a language they understand, in advance of the vessel departing port.

7.1.2 Costs charged to fishers for additional Wi-Fi data must not exceed the operator's total fee and must not incur interest.

## 8. Freedom of communication.

8.1. There may be no restrictions on whom fishers are permitted to contact when using Wi-Fi on board vessels, either at port or at sea.

8.2. Fishers may use Wi-Fi for any lawful purpose. Examples include, but are not limited to:

8.2.1 Staying connected with family and friends through messaging apps, email, and internet-based voice calls;

8.2.2 Participating in union activities, such as filing complaints to a grievance mechanism, participating in meetings, and voting in elections;

8.2.3 Reporting an emergency;

8.2.4 Observing religious practices; and

8.2.5 Enjoying online entertainment.

8.3. The fishers may choose to enter into a mutual agreement (the "Wi-Fi Usage Agreement") to refrain from using Wi-Fi for specific activities, as outlined in Article 11 below.

9. **Data privacy.** Fishers must be guaranteed privacy in their mobile communications, both written and oral.

9.1. Skippers or other fishers are prohibited from instructing a fisher to unlock their personal communication device or provide their password.

9.2. All forms of surveillance of fishers' mobile communications by the skipper or other fishers are prohibited.

10. **Anti-intimidation and retaliation policy.** Any form of intimidation to discourage a fisher from accessing Wi-Fi and any act of retaliation against a fisher for accessing Wi-Fi is strictly prohibited.

## Implementation and Enforcement

11. **Training.** Fishing vessel owners must permit workers associations and unions, government officials, and/or civil society organizations to provide the following:

11.1. Training for all fishers on their rights and responsibilities under the Wi-Fi Access Protocol, as well as the procedure for accessing Wi-Fi on board their vessel, prior to departure on a fishing expedition.

11.2. Training for all fishing vessel owners, skippers, supervisors, and engineers on the effective implementation of the Wi-Fi Access Protocol, including managing malfunctions or maintenance needs, reporting incidents to the governing agency, ensuring equitable Wi-Fi access for all fishers, and effectively engaging with the Vessel Worker Committee (see Article 11) to manage Wi-Fi data usage.

12. **Vessel Worker Committee.** Each vessel must have a Vessel Worker Committee on board that will help implement the Wi-Fi Access Protocol.

12.1. All fishers, excluding the skipper, shall democratically elect the members of the Vessel Worker Committee.

12.2. The Vessel Worker Committee will work with the other fishers to develop a Wi-Fi Usage Agreement that includes, but is not limited to, the following details:

12.2.1 A commitment by all fishers to adhere to their individual monthly data usage limit;

12.2.2 Monitoring and reporting of each fisher's monthly data usage;

12.2.3 Restrictions on Wi-Fi usage, if any, to help ensure fishers stay within the data usage limit; and

12.2.4 A policy for managing situations where fishers exceed their individual quotas.

12.3. The Vessel Worker Committee will help resolve any issues fishers may face in accessing Wi-Fi by receiving complaints from fishers and following the procedure outlined in the Grievance Protocol for Upholding Fishers' Rights (see Annex B).

13. **Penalties.** Failure to comply with any of the above provisions constitutes a breach of the employment contract and will trigger any penalties for such a breach. In addition, the governing agency may impose additional administrative, civil, or criminal penalties, in accordance with the Grievance Protocol for Upholding Fishers' Rights (see Annex B).

# Annex B

## Grievance Protocol For Upholding Fishers' Rights

Under the Wi-Fi Access Protocol (see Annex A), all fishers on board distant water fishing vessels are permitted to access Wi-Fi to participate in union activities, including filing grievances. This Grievance Protocol for Upholding Fishers' Rights (hereinafter "Grievance Protocol") helps to ensure that fishing vessel owners comply with their responsibilities under the UN Guiding Principles on Business and Human Rights. The employment contracts of all fishers hired to work on a distant water fishing vessel must include a clause incorporating the Grievance Protocol, making its provisions binding contractual obligations.

The purpose of this Grievance Protocol is to establish a vessel-level grievance mechanism that promptly resolves disputes as they arise on board the vessel. Conflicts between workers and employers occur in all workplaces, and healthy workplaces distinguish themselves by creating the space for workers and employers to engage in dialogue and resolve any conflicts or problems before they escalate. In the fishing sector, this benefits fishers by ensuring that they can work in a workplace that respects their fundamental labor rights. This, in turn, benefits fishing vessel owners by enhancing operational efficiency and safety on board, improving crew retention, fostering a positive business reputation, and preventing serious legal or financial consequences.

1. Freedom of association and the effective recognition of the right to collective bargaining;
2. The elimination of all forms of forced or compulsory labor;
3. The effective abolition of child labour;
4. The elimination of discrimination in respect of employment and occupation; and
5. A safe and healthy working environment.

### Category 1

#### Violations of the Right to Freedom of Association and Collective Bargaining

1. Violating the Wi-Fi Access Protocol, which is essential for fishers' ability to exercise their rights to freedom of association and collective bargaining.
2. Prohibiting in policy or impeding in practice a fisher's right to form or join a union, to freely communicate with union legal representatives, or to participate in union activities on board the vessel or at port, including, but not limited to, the following:
  - 2.1. Sending or receiving messages, photos, videos, audio recordings, or emails with a union representative;
  - 2.2. Speaking with a union representative over an audio or video call;
  - 2.3. Participating in virtual or in-person union meetings;
  - 2.4. Voting in a union election;
  - 2.5. Electing, participating in, or engaging the Vessel Worker Committee (see Section II);

## Section I

### List of Prohibited Practices

This section details the prohibited practices that constitute fundamental labor rights violations for which a fisher may file a grievance. This list is categorized by the ILO Declaration on Fundamental Principles and Rights at Work:

- 2.6. Receiving education and training about the fishers' labor rights, including those under the Wi-Fi Access Protocol and Grievance Protocol;
- 2.7. Filing a complaint through the grievance procedure outlined in Section III of the Grievance Protocol;
- 2.8. Participating in collective bargaining with the fishing vessel owner;
- 2.9. Participating in any concerted action organized by a union; and
- 2.10. Partaking in any advocacy activity organized by the union.
- 3. Engaging in any form of retaliation against a fisher for exercising his right to freedom of association and/or collective bargaining.

## Category 2

### Violations of the Right to Work Without Forced Labor or Child Labor

1. Abusing a fisher's vulnerability by:
  - 1.1. Denying the fisher from access to language interpretation services or technology onboard, thereby preventing effective communication and negotiation with the fishing vessel owner while at sea;
  - 1.2. Impeding the fisher's right to know his legal rights under national and international law;
  - 1.3. Using the fisher's vulnerable immigration status as a means of coercion by threatening termination or deportation; or
  - 1.4. Using the fisher's physical or mental disability or injury as a means of coercion.
2. Engaging in deceptive practices, including, but not limited to, the following:
  - 2.1. Failing to fulfill the terms of the employment contract or making false promises, either orally or in writing, about the terms of employment, such as:
    - 2.1.1 The vessel;
    - 2.1.2 The identity of the fishing vessel owner;
    - 2.1.3 Fishing or docking location;
    - 2.1.4 Length of time at sea without visiting a port;
    - 2.1.5 Job duties;
    - 2.1.6 The legality of the work;
    - 2.1.7 The amount of wages (*including monthly salary, overtime pay or bonuses*), payment frequency, payment currency, or payment method;
  - 2.1.8 Insurance, social security, or other benefits;
  - 2.1.9 Hours of work and rest;
  - 2.1.10 The living conditions, including accommodations, the quantity and quality of food and drinking water, and access to sanitary facilities;
  - 2.1.11 The ability to disembark the vessel at port.
- 2.2. Engaging in deceptive financial practices, such as the following:
  - 2.2.1 Charging a fisher recruitment fees that are not disclosed upfront;
  - 2.2.2 Requiring a fisher to take loans with unfair or hidden interest rates, unclear repayment terms, or inflated charges;
  - 2.2.3 Overcharging a fisher for items purchased on board the vessel;
  - 2.2.4 Deducting wages for on-board expenses not agreed upon, particularly for items that should be provided free of charge, such as food, medicine, work uniforms, and personal protective equipment (PPE), including boots, gloves, and other items);
  - 2.2.5 Misleading the fisher about the possibility of earning bonuses or other incentives that are not actually offered or available.
- 2.3. Impeding the discovery of deceptive practices by engaging in any of the following behaviors, or other similar actions:
  - 2.3.1 Preventing a fisher from verifying his wage payments at any point during the course of his employment;
  - 2.3.2 Providing false or misleading payslips that do not reflect the actual payments received by the fisher and/or the fisher's family;
  - 2.3.3 Maintaining inaccurate records of hours worked.
3. Restricting a fisher's movement by not permitting him to disembark at port or delaying his disembarkation during an emergency at sea.
4. Isolating a fisher on a vessel by:
  - 4.1. Denying him access to Wi-Fi on board the vessel, in violation of the Wi-Fi Access Protocol, thereby preventing him from communicating with individuals on shore;



- 4.2. Prohibiting him from communicating with individuals on other vessels at sea and imposing punishment for any attempt to do so.
5. Inflicting physical or sexual violence, including the forcible use of drugs or alcohol, on a fisher or his family or friends.
6. Intimidating or threatening a fisher with any of the following:
  - 6.1. Yelling;
  - 6.2. Cursing;
  - 6.3. Severe, degrading, or constant insults;
  - 6.4. Threats of physical or sexual violence;
  - 6.5. Death threats;
  - 6.6. Threats to terminate the fisher's employment contract;
  - 6.7. Threats to denounce the fisher to immigration authorities and have him detained and deported;
  - 6.8. Threats to decrease or withhold the fisher's wages, bonuses, or any other economic benefits;
  - 6.9. Threats to end or decrease social or health benefits;
  - 6.10. Threats to further worsen working conditions, such as the type of work or the number of hours of work;
  - 6.11. Threats of legal action based on false accusations;
  - 6.12. Threats of blackmail or extortion;
  - 6.13. Threats of any kind against the fisher's family members or friends.
7. Retaining a fisher's passport, seaman's book, work permit, or other personal document.
8. Withholding a fisher's wages while compelling the fisher to continue working on the vessel.
9. Coercing a fisher to continue working on the vessel in order to pay off a debt to the fishing vessel owner or recruitment agency, where the debt resulted from wage advances or loans taken to cover recruitment-related charges, transportation costs, or daily living or emergency expenses such as medical costs.
10. Requiring a fisher to work and live in unsafe or unhealthy conditions in violation of the Occupational Safety and Health Convention, 1981 (No. 155), the Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187), or the ILO Work in Fishing Convention, 2007 (No. 188) ("ILO C188").

11. Requiring a fisher to work excessive overtime by:
  - 11.1. Not recording accurate work hours and/or rest periods;
  - 11.2. Not ensuring that a sufficient number of crew are manning the vessel to perform work and safety duties required;
  - 11.3. Not providing the fisher at least 10 hours of rest per day, including a period of at least six uninterrupted hours, and 77 hours in any seven-day period, as required by ILO C188 and Article 6 of the Regulations on the Authorization and Management of Overseas Employment of Foreign Crew Members; or
  - 11.4. Not granting shore leave to benefit a fisher's health and well-being.
12. Hiring a fisher below the legal minimum age, in violation of Article 9 of ILO C188.

## Category 3

### Violation of the Right to Work Without Discrimination

1. Excluding a fisher from a right or benefit enjoyed by other fishers on board the vessel or providing a fisher with less favorable living or working conditions compared to other fishers on the basis of the fisher's race, color, sex, gender identity, sexual orientation, religion, political opinion, national origin, social origin, disability, or any other status protected by law. Examples of such rights or benefits include, but are not limited to, the following:
  - 1.1. Access to Wi-Fi, including the speed, quality, and allotted time;
  - 1.2. Freedom of association and the right to collective bargaining;
  - 1.3. Freedom of expression and opinion;
  - 1.4. Possession of personal identity documents;
  - 1.5. Possession of a written employment contract that is clear and understandable to the fisher;
  - 1.6. Timely and effective access to a grievance mechanism;
  - 1.7. All aspects of a fisher's accommodation, as listed in Article 26 of ILO C188;
  - 1.8. Sufficient, suitable, and nutritional food and potable water;
  - 1.9. Wages, including the amount frequency of payment, confirmation of payment, and method of payment;

- 1.10. Minimum hours of rest;
- 1.11. Basic safety training;
- 1.12. PPE
- 1.13. Timely access to medical care in case of illness or injury;
- 1.14. Social security;
- 1.15. Compensation in the event of work-related sickness, injury, or death;
- 1.16. Right to repatriation, in accordance with Article 21 of ILO C188;
- 1.17. Right to shore leave;
- 1.18. Access to shore-based welfare facilities and services; and
- 1.19. Ability to observe the fisher's religion, including religious holidays.

## Category 4

### Pre-Departure Violations of the Right to a Safe and Healthy Workplace

1. Employing a fisher without a valid medical certificate attesting to fitness to perform his duties, as required under Article 10 of the ILO C188.
2. Employing a fisher to work on a vessel that does not meet all of the requirements on fishing vessel accommodations as outlined in Annex III of the ILO C188.
3. Employing a fisher to work on a vessel that is not adequately manned for the safe navigation and operation of the vessel or that is not under the control of a competent skipper.
4. Not providing a fisher with appropriate PPE, such as life jackets, eye protection, boots, gloves, freezer gear, or warm clothing.
5. Employing a fisher to work on a vessel that does not:
  - 5.1. Have at least one fisher on board who is trained in first aid and possesses the necessary knowledge to use the medical equipment and supplies specific to the vessel; and/or
  - 5.2. Carry appropriate medical equipment and medical supplies that are adequate for the duration of the fishing trip, accompanied by instructions or other information in a language and format understood by the fisher(s) referred to in subparagraph (4.5.1).
6. Employing a fisher to work on board a vessel without established on-board procedures for

preventing occupational accidents and diseases that address the specific hazards and risks on the fishing vessel concerned.

7. Not providing a fisher with on-board basic safety and familiarization training, including orientation to the vessel's layout, safety equipment, emergency procedures, and basic workplace safety protocols necessary for working safely on the vessel.
8. Not providing a fisher with on-board training on handling the types of fishing gear he will use and understanding the fishing operations in which he will be involved.

## Category 5

### Post-Departure Violations of the Right to a Safe and Healthy Workplace

1. 5.1 Denying a fisher access to Wi-Fi on board the vessel for either of the following:
  - 1.1. Regular communication with family and friends to support his wellbeing;
  - 1.2. Reporting occupational safety and health grievances to his union/worker organization or other relevant parties, free from retaliation or surveillance.
2. Overworking a fisher in any of the following ways, including but not limited to:
  - 2.1. Requiring the fisher to work hours beyond the limits set in Article 14 of the ILO C188;
  - 2.2. Denying the fisher adequate breaks throughout the day, including adequate time for meals and restroom breaks; and
  - 2.3. Not allowing the fisher to rest when he is sick or injured.
3. Requiring a fisher to work in conditions that present an imminent and serious danger to his life or health, including severe weather (*e.g., storms, high winds, rough seas, poor visibility*) and extreme temperatures (*e.g., excessive heat or freezing conditions*).
4. Failing to promptly provide a fisher with free replacements for damaged or broken PPE.
5. Not providing adequate and timely first response in the event of physical or mental illness or injury on board, including:
  - 5.1. Timely access to virtual medical consultations for both urgent and non-urgent cases;



- 5.2. Provision of basic medical equipment and supplies, such as pain relievers, antibiotics, antiseptic, and wound dressing material;
- 5.3. Immediate medical treatment on board by a fisher trained in basic medical care training; and
- 5.4. Prompt access to on-shore medical treatment without unnecessary delay in the event of a medical emergency, whether through termination of the fishing trip and return of the vessel to port, or by arranging vessel-to-vessel rescue, helicopter rescue, or maritime rescue services, to bring the fisher ashore.
6. Not immediately reporting serious injuries, illnesses, or other incidents that occur on board the vessel to the governing agency in a timely manner.
7. Failing to safely evacuate a fisher to land during a natural disaster, such as a typhoon, in violation of government-issued evacuation orders.

## Section II

### The Negotiating Parties, Pre-Departure Trainings, and Anti-Retaliation Protections

The grievance procedure will be carried out by some or all of the following parties (*collectively called the “the negotiating parties”*):

1. The fisher who experienced the reported labor rights violation.
2. The Vessel Worker Committee, composed of fishers democratically elected to serve as shop stewards on board the vessel. This committee acts as a liaison between fellow fishers (*affiliated or otherwise*), worker organizations or unions, and vessel management to support fishers in reporting grievances and receiving remedy.
3. The union/worker organization representing the fisher, if the fisher is a member or otherwise represented by such an organization.
4. The governing agency’s point of contact to help resolve issues between fishers and the fishing vessel owner<sup>1</sup>.
5. The fishing vessel owner.

1. Where the governing agency in a country is not the labor ministry and lacks labor expertise, the point of contact should be an interagency contact representing both the governing agency and the labor ministry.

The governing agency’s point of contact will help arrange training for all fishers, their representatives (*i.e., union/worker organization and the Vessel Worker Committee*), skippers, and the fishing vessel owner on the grievance procedure and their respective roles in the process. Fishers will receive training on how to access the grievance mechanism before boarding the vessel, regardless of the port of embarkation. The fishing vessel owner will receive training on collaborating with the Vessel Worker Committee, unions, and/or worker associations to resolve complaints in a timely and effective manner and provide remedies.

The government has a zero-tolerance policy in place for any kind of retaliation by fishing vessel owners, government officials, or fellow fishers against fishers who report grievances or participate in the Vessel Worker Committee. All forms of retaliation will be penalized (*see Section IV on Penalties*).

## Section III

### The Grievance Procedure

The following outlines the basic process for addressing grievances reported by fishers:

- Step 1.** A fisher experiences a breach of the Wi-Fi Access Protocol or the Grievance Protocol while on board the vessel.
- Step 2.** The fisher reports his grievance to the Vessel Worker Committee.
- Step 3.** The Vessel Worker Committee initiates an informal dialogue with the skipper to seek a remedy for the violation (*see Section IV on Remedies*). The dialogue is supported by online language interpretation services and documented by the Vessel Worker Committee. If a remedy is successfully implemented, the grievance is considered closed.

**Note** For urgent cases that present an imminent and serious danger to the fisher’s life or health, the Vessel Worker Committee should skip this step and proceed directly to Step 4. If the fisher needs to urgently return to land due to an emergency that poses an imminent and serious risk to their life or health,

the skipper must immediately return the vessel to port or request assistance from another vessel (e.g., a carrier vessel), helicopter, or maritime rescue services (e.g., Coast Guard) to evacuate the fisher and take them back to port.

**Step 4.** If informal dialogue does not lead to a resolution, then the Vessel Worker Committee reports to the fisher's union or worker organization, if the fisher is represented by one. If the fisher is not represented, the Vessel Worker Committee may contact a trusted third-party organization or the governing agency's point of contact directly. If the skipper is not the fishing vessel owner, the Vessel Worker Committee notifies the fishing vessel owner of the issue.

**Step 5.** The union/worker organization, if available, and/or the government interagency point of contact conducts online negotiation(s) with the fisher, the Vessel Worker Committee, and the fishing vessel owner to settle the dispute on board the vessel by deciding on a remedy (*see Section IV on Remedies*) and, if applicable, any penalties (*see Section V on Penalties*). Language interpretation is provided during the online meeting.

## Section IV

### Remedies

The negotiating parties will determine the appropriate remedies on a case-by-case basis and may choose to reach a detailed agreement outlining the remedies for specific violations in advance. The following provides general guidance on the types of remedies that a fisher may receive for different types of violations. However, it is not intended to be exhaustive or to replace remedies mutually agreed upon by the parties.

1. The fisher should receive prompt and adequate remedy by having restored anything that was improperly taken from him. Examples of remedies include, but are not limited to, the following:
  - 1.1. Access to Wi-Fi in accordance with the Wi-Fi Access Protocol;
  - 1.2. Respect for the fisher's freedom of association and right to collective bargaining;

- 1.3. Provision of adequate food and water, medicine and/or medical supplies, and PPE at no cost to the fisher, either through a port visit or visit from a carrier vessel;
  - 1.4. Return of the fisher's personal documents (e.g., *passport, seaman's book*);
  - 1.5. Immediate payment of outstanding wages, including promised salary and overtime pay;
  - 1.6. Return of money paid for improper fees for items that should be supplied on board vessels free of charge; and
  - 1.7. Equal treatment in cases of discrimination (*see Section I, Article 3.1*).
2. In serious cases where there is an imminent and serious danger to the fisher's life or health, the fisher must be allowed to terminate his contract immediately and disembark from the vessel at the earliest opportunity. Options for disembarkation may include, but are not limited to:
  - 2.1. Disembarking at the nearest port;
  - 2.2. Transferring to a nearby vessel returning to port, which could include a carrier vessel, a rescue vessel, a vessel owned by a different fishing vessel owner, or, if appropriate, another vessel owned by the same fishing vessel owner;
  - 2.3. Evacuation by helicopter; or
  - 2.4. Receiving assistance from maritime rescue services (e.g., *the Coast Guard*).
3. Following disembarkation, the fishing vessel owner is responsible for repatriating the fisher to their home country at their own expense, ensuring the fisher's safe and timely return while covering all associated costs, including transportation and any necessary accommodations during transit.
4. Any occupational safety or health violations should require that the fisher be guaranteed to work on a vessel that meets the occupational safety and health standards outlined in ILO C188 for his next fishing trip. This may be the same vessel or a different vessel, depending on the circumstances.
5. For any physical, mental, or emotional harm suffered by the fisher during the course of employment, the fisher should receive the following, as needed, free of charge:
  - 5.1. Medical treatment for any sustained injuries, including immediate treatment and follow-up care or rehabilitation;



- 5.2. Mental health counseling services for any mental or emotional harm suffered; and
- 5.3. Adequate financial compensation to cover, at a minimum, actual costs for work-related sickness, injury, or death.
- 6. In the case of child labor, appropriate authorities should be contacted to safely remove the child from the fishing vessel and take the necessary steps to ensure the child's immediate safety and well-being.

- 2.4.7 Assignment of less desirable tasks as punishment or retaliation;
- 2.4.8 Intimidation or threats;
- 2.4.9 Physical or sexual violence;
- 2.4.10 Denial of necessary supplies (e.g., food, water, medicine, PPE).

Potential penalties include administrative, civil, and criminal sanctions, such as, but not limited to, the following:

1. Monetary fines;
2. Suspension or revocation of fishing licenses;
3. Reduction of fishing quotas;
4. Revocation of government subsidies granted to the vessel;
5. Civil lawsuits under relevant laws governing employment, labor, contracts, torts, and other applicable areas; and
6. Criminal prosecutions under laws related to human trafficking, forced labor, child labor, and other relevant offenses.

The governing agency will publish all cases resulting in penalties on its website.

## Section V

### Penalties

In addition to providing remedies for workers, the governing agency or other competent authorities will impose appropriate accompanying penalties against the fishing vessel owner or other offender using the following guidance:

1. Penalties for offenses will be triggered if the fishing vessel owner fails to adhere to the grievance procedure outlined in Section III and provide an appropriate remedy as discussed in Section IV.
2. Penalties will be automatically triggered regardless of whether a remedy is provided in cases involving the following:
  - 2.1. A repeat offender who already faced penalties for labor rights violations in three or more distinct cases;
  - 2.2. Denial of a fisher's right to return to port immediately in an emergency that presents an imminent and serious danger to the fisher's life or health;
  - 2.3. Deliberate withdrawal of Wi-Fi access to prevent a fisher from filing a grievance; and
  - 2.4. Any form of retaliation for fishers reporting grievances in accordance with the Wi-Fi Access Protocol and the Grievance Protocol, such as:
    - 2.4.1 Deliberate withdrawal of Wi-Fi access;
    - 2.4.2 Early termination of the fisher's contract absent just cause;
    - 2.4.3 Immediate deportation of the fisher upon arrival at port;
    - 2.4.4 Blacklisting of the fisher in the industry;
    - 2.4.5 Non-payment or withholding of wages;
    - 2.4.6 Reduction of pay or benefits;

## Section VI

### Regular Tripartite Social Dialogue

In addition to receiving and processing complaints through the vessel-level grievance procedure, fisher representatives (*the Vessel Worker Committee and/or the union/worker organization*), industry representatives (*i.e., the fishing vessel owner*), and government representatives will regularly engage in tripartite social dialogue.

The overall purpose is to encourage regular information sharing and dialogue with the goal of identifying risks, preventing problems from occurring, and learning from experience.



## **Model Operational Guidelines for Wi-Fi Access and Fishers' Rights on Distant Water Fishing Vessels**

February 2025

