COMMUNITY CATCH

Guidance for Self-Assessment

Section 1: Labour Rights

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Introduction

This is a living document.

Some content in this document is presented in a yellow box to indicate normative language taken directly from the Community Catch Standard, including definitions and clarifications.
Text presented in a blue box represents additional guidance that is illustrative or discretionary, such as examples, further explanation, or types of acceptable evidence.

Section 1 of the Community Catch Standard focuses on upholding internationally recognized labour rights within small-scale fisheries. It addresses critical issues such as the prevention of forced and child labour, fair and transparent terms of employment, working hours and wages, non-discrimination, freedom of association, and access to grievance mechanisms. This section provides a baseline for current labour practices and encourages Fishery Clients to demonstrate that these rights are respected throughout the Fisher Group. It also supports the identification of any areas for improvement to help promote safe, fair, and dignified working conditions for all fishers and workers involved.

Essential labour rights shall be respected throughout the Fisher Group. Requirements here are aligned with the ETI base code and, where relevant, SSCI benchmark.

Section 1: Labour Rights

Question: 1.0.1.1 Are all vessels owner-operated and are either single-handed or crewed only by family members?

Guidance: If yes, the Fishery Client will only answer questions pertaining to Sub-Sections 1.5 and 1.6. If no, the Fishery Client will answer all of the questions in this Section.

☐ Yes
☐ No

Forced Labour

Sub-section: 1.1 There is no forced labour

Guidance: What does forced labour mean? Forced Labour is all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily. ILO Forced Labour Convention, 1930.

1.1.1 Forced Labour Disclosure and Investigation Commitment (MINIMUM REQUIREMENT)

Fishery Client confirms that there is no known forced labour within the Fisher Group. Any prior or ongoing reports of forced labour by fishers or stakeholders are investigated and reported.

Question: 1.1.1.1 Can you (the Fishery Client) confirm that there is currently no known forced (or involuntary) labour within the Fisher Group?

Guidance: The Fishery Client describes how they know there is or isn't forced labour.

☐ Yes
☐ No

Question: 1.1.1.2 Are you aware of any reports of forced labour in the Fisher Group in the recent past (such as the last 5 years)?

Guidance: If any cases of forced labour were reported in the last 5 years, the Fishery Client answers yes to this. If none, the Fishery Client describes how this is known.

☐ Yes
☐ No

Question: 1.1.1.3 Report any incidents and their outcomes:

Guidance: The Fishery Client describes what happened, what action(s) was/were taken, and their outcomes. More details are provided in 1.1.4.1.

1.1.2 Freedom to Work and Leave Employment

Fishers are not forced to work. Fishers are always free to leave their employment after reasonable notice.

Guidance: The Community Catch Standard defines 'fishers' as any person who is employed or engaged by the vessel owner/company to work in any capacity as a fisher or on board a fishing vessel including cooks, deck hands etc., and persons who are paid on the basis of a share of the catch. Fishers may be employed on a permanent, part-time or seasonal basis. Excluded from this definition are pilots, fisheries observers, naval personnel, and other persons in the permanent service of government, as well as shore-based persons carrying out temporary work aboard a fishing vessel such as vendors and technicians.

Question: 1.1.2.1 Do all fishers/employees, within the fisher group, enter employment of their own free will, and are free to leave their employment after giving reasonable notice?

Guidance: The Fishery Client states whether employment is fully voluntary, including the ability to leave without penalty. Evidence can include contract terms, common practices at port, or typical exit processes.

☐ Yes
☐ No

Question: 1.1.2.2 What are the usual notice periods in the Fisher Group?

Guidance: The Fishery Client specifies if there are notice periods and how they are communicated. Clarify if this varies by contract or type of arrangement.
For workers with continuous employment of at least one month, at least one week notice would be considered reasonable.
This could be specified in written agreements, or if agreements are verbal, confirmed through other evidence categories.

1.1.3 Fishers' Freedom to Leave Vessel

Fishers are free to leave the vessel (e.g. when in port), subject to relevant legal restrictions.

Guidance: The Community Catch Standard explains that this requirement applies regardless of whether fishers are employed directly by a vessel owner or company or contracted through a labour agency/recruitment service. It includes recruitment fees and any related costs to the fisher.

Question: 1.1.3.1 Are fishers free to leave the vessel, e.g when in port or between trips?

Guidance: The Fishery Client indicates if fishers are free to leave the vessel. Evidence can include a description of the norms around leaving a vessel — during port stays or between trips. Clarify if restrictions exist and why.

☐ No
☐ Usually
☐ Always
☐ Vessels are not used in the Fisher Group

1.1.4 Immediate Remediation of Forced Labour

Detection of forced labour within the Fisher Group shall trigger immediate and effective remedial action by the Fishery Client or their agent. The remediation process shall protect the victims and ensure that they do not experience reprisals. Remedial actions shall be reported.

Question: 1.1.4.1 Describe any reports of forced labour within the Fisher Group, when they occurred and how they were investigated and resolved. If cases are ongoing, describe the charges brought and stage of the investigation.

Guidance: For any past reports of forced labour, the Fishery Client describes when and how they happen, the response and resolution process. Include details on investigation, timing, and support offered to victims. If cases are ongoing, describe the situation at the time of the Self-Assesement.
Dealing with cases of forced labour should include, as a minimum, the Fishery Client reporting of labour violations as required by applicable laws and regulations. Additional remedial action should include (if not already undertaken) consultation by the Fishery Client or employer with organisations having appropriate expertise and services to address the needs of the affected fishers and actions by the relevant employers to compensate fishers for personal and material damages and paying for reasonable and documented costs of services incurred in providing liberty and security to affected fishers.

☐ Yes
☐ No

Question: 1.1.4.2 Is the client committed to ensuring that any identification of or reporting of Forced Labour within the fisher group will be dealt with immediately and that the victims safety will always be prioritised?

☐ Yes
☐ No

Sub-section: 1.2 There is no bonded labour

Guidance: What is bonded labour? Bonded labour, also known as debt bondage or debt slavery is the pledge of a person's services as security for the repayment of a debt or other obligation. Where the terms of the repayment are not clearly or reasonably stated, or where the debt is excessively large the person who holds the debt has control over the laborer, whose freedom depends on the undefined or excessive debt repayment.

1.2.1 Bonded Labour Prevention and Investigation (MINIMUM REQUIREMENT)

Fishery Client confirms that there is no known bonded labour within the Fisher Group. Any prior reports of bonded labour by fishers or stakeholders are investigated and resolved so as to prevent recurrence.

Question: 1.2.1.1 Can the client confirm that, to the best of their knowledge, there is currently no Known bonded labour within the fisher group?

Guidance: The Fishery Client describes how they know there is or isn't no bonded labour.

☐ Yes
☐ No

Question: 1.2.1.2 Are there any known reports (within the last 5 years) of bonded labour within the fisher group?

Guidance: If any cases of bonded labour were reported in the last 5 years, the Fishery Client answers yes to this. If none, the Fishery Client describes how this is known.

☐ Yes
☐ No

Question: 1.2.1.3 Report any incidents and their outcomes

Guidance: The Fishery Client describes what happened, what action(s) was/were taken, and their outcomes.

1.2.2 Recruitment fees

Fishers are not required to pay recruitment fees.

Guidance: The Community Catch Standard explains that this requirement applies regardless of whether fishers are employed directly by a vessel owner or company or contracted through a labour agency/recruitment service. It includes recruitment fees and any related costs to the fisher.

Question: **1.2.2.1 Do any fishers/employees , wishing to join the fisher group, pay any recruitment fees in order to secure a job?**

☐ Yes
☐ No

1.2.3 No Mandatory Deposits for Employment

Fishers are not required to make deposits, whether financial or material, as a condition of their employment.

Question: **1.2.3.1 Are fishers/employees ever required to make a deposit, financial or material, to secure their job?**

☐ Yes
☐ No

1.2.4 Fair Access to Services Without Indebtedness

Access by fishers to services or facilities is provided on a reasonable and fair basis3 and does not contribute to significant indebtedness.

Guidance: The Community Catch Standard explains that reasonable and fair access to services includes all parties agreeing to repayment terms; realistic repayment requirements on short-medium term timelines; commercially comparable interest rates (where applied); all taking account of the inherent uncertainty of fishing opportunities and returns.

Question: **1.2.4.1 Are fishers/employees required to pay for equipment/facilities/services relating to their job which causes them to be in continuing debt to their employers?**

☐ Yes
☐ No

Sub-section: 1.3 Control of personal documents

1.3.1 Fishers' Control Over Personal Documents (MINIMUM REQUIREMENT)

Fishery Client confirms that fishers retain control of their personal documents. Any prior reports, by fishers or stakeholders, of documents being withheld are investigated and reported.

Question: **1.3.1.1 Can the client confirm that fishers in the Fisher Group retain control of their personal documents?**

Guidance: The Fishery Client describes how they know fishers retain or don't retain control of their personal documents.

☐ Yes
☐ No

Question: **1.3.1.2 Are there any known reports (within the last 5 years) of documents being withheld within the fisher group?**

Guidance: If any cases of documents being withheld were reported in the last 5 years, the Fishery Client answers yes to this. If none, the Fishery Client describes how this is known.

☐ Yes
☐ No

Question: **1.3.1.3 Report any incidents and outcomes:**

Guidance: The Fishery Client describes what happened, what action(s) was/were taken, and their outcomes.

1.3.2 Fishers' Rights to Personal Document Control

Fishers retain full control of their personal documents. If fishers are asked to relinquish possession of their personal documents (e.g. for governmental processing or as a safekeeping measure), then the handling and return of those documents to the fishers follows a defined procedure and timeframe.

Question: **1.3.2.1 If documents are handed to employers for reasons such as visa processing, emigration and safekeeping, then how is the return of these documents dealt with? Choose all that apply.**

☐ Documents may be held by employers for the fishers/employees (for legal and/or safe-keeping reasons) but a defined procedure for submission and return exists and is carefully followed
☐ Documents may be held by employers for the fishers/employees (for legal and/or safe-keeping reasons). A defined procedure for submission and return does not exists and uncertainty exists on the side of employees/fishers on the return of the documents.
☐ Documents are returned promptly once requested by fisher/ employee
☐ Documents are returned promptly to the owner, once legal requirements have been completed
☐ Documents are taken only from international fishers/employees as a registration process

☐ Documents are only taken as a means of safe-keeping and are always returned immediately on request
☐ Documents are only taken as a means of safe-keeping and are returned on request, though often with a prolonged delay
☐ Documents being held by employers have gotten lost
☐ Documents being held by employers for legal or safe-keeping reasons have been used coercively against the owners

Sub-section: 1.4 Harsh or inhumane treatment

1.4.1 No Harsh or Inhumane Treatment of Fishers (MINIMUM REQUIREMENT)

Fishery Client confirms that there is no harsh or inhumane treatment of fishers within the Fisher Group. Any prior reports of such by fishers or stakeholders are investigated and reported.

Question: 1.4.1.1 Can the client confirm that there is no known harsh or inhumane treatment of fishers/employees within the fisher group?

Guidance: The Fishery Client describes how they know there is or isn't harsh or inhumane treatment of fishers within the Fisher Group.

☐ Yes
☐ No

Question: 1.4.1.2 Are there any known reports (within the last 5 years) of harsh or inhumane treatment of fishers/employees?

Guidance: If any cases of harsh or inhumane treatment of fishers were reported in the last 5 years, the Fishery Client answers yes to this. If none, the Fishery Client describes how this is known.

☐ Yes
☐ No

Question: 1.4.1.3 Report any incidents and outcomes:

Guidance: The Fishery Client describes what happened, what action(s) was/were taken, and their outcomes.

1.4.2 Protection from Abuse, Harassment, and Coercion

Fishers are not subjected to corporal punishment, mental or physical coercion, bullying, harassment, including sexual harassment or other abusive practices for any reason.

Question: **1.4.2.1 Is there evidence of ongoing, systematic or widespread harsh or inhumane treatment of fishers within the Fisher Group?**

Guidance: Evidence of an absence of widespread or persistent harsh or inhumane treatment may include interviews with fishers, positive testimony from trusted third parties or Fisher Voice surveys. In situations with effective grievance recording, evidence can also include complaints by individuals or organisations (associations, unions, etc). Community Catch stakeholder consultation can also provide supporting evidence.

☐ Yes
☐ No

Child Labour

Sub-section: 1.5 Child labour

1.5.1 No Child Labour in the Fisher Group (MINIMUM REQUIREMENT)

Fishery Client confirms that there is no child labour within the Fisher Group. Any prior or ongoing reports of child labour by fishers or stakeholders are investigated and reported.

Question: **1.5.1.1 Can the client confirm that there is no known child labour, on any of the vessels (or within any of the fishing operations) conducted by the fisher group?**

Guidance: The Fishery Client describes how they know there is or isn't child labour within the Fisher Group.

☐ Yes
☐ No

Question: **1.5.1.2 Are there any known reports (within the last 5 years) of child labour within the Fisher Group?**

Guidance: If any cases of child labour were reported in the last 5 years, the Fishery Client answers yes to this. If none, the Fishery Client describes how this is known.

☐ Yes
☐ No

Question: **1.4.1.3 Report any incidents and outcomes:**

Guidance: The Fishery Client describes what happened, what action(s) was/were taken, and their outcomes.

1.5.2 Compliance with Minimum Age for Fishers

Fishers meet the minimum age for work as defined by applicable national legal requirements or the age of completion of compulsory education, whichever is higher. Minimum age is normally 16.

Guidance: The Community Catch Standard explains that in recognition of the social, cultural and economic importance of fishing families, the Community Catch Standard allows an exemption to the minimum age requirement. Children under 16 years of age may perform light work on fishing vessels under the direct supervision of a parent or legal guardian or on a fishing vessel owned or operated by their parent or legal guardian but only if doing so is legally permissible and does not interfere with their education.

Question: **1.5.2.1 What is the national or local minimum wage law or binding agreement determining minimum age for work? [If the age of completion of compulsory education is higher than this, then use this age.]**

Question: **1.5.2.2 Identify the youngest age at which fishers may enter the fishery.**

1.5.3 Immediate Remediation of Child Labour Cases

Detection of child labour within the Fisher Group triggers immediate and effective remedial action by the Fishery Client or their agent. Remedial action puts the best interest of the child first and shall enable them to attend and remain in quality education until no longer a child. Incidents are recorded and remedy is demonstrated.

Question: **1.5.3.1 Is the Fishery Client committed to ensuring that any identification of or reporting of child labour within the fisher group operations will be dealt with immediately and that the safety and attention to the child will always be prioritized?**

Guidance: If instances have occurred, then the Fishery Client should be able to identify a remedial action procedure that will be followed. If no instances have occurred, then the client/employer(s) should commit to a suitable remediation process.
Dealing with cases of child labour should include, as a minimum, the Fishery Client reporting of labour violations as required by applicable laws and regulations. Additional remedial action should include (if not already undertaken) consultation by the Fishery Client or employer with organisations having appropriate expertise and services to address the needs of the affected fishers and actions by the relevant employers to compensate fishers for personal and material damages and paying for reasonable and documented costs of services incurred in providing liberty and security to affected fishers.

☐ Yes
☐ No

Sub-section: 1.6 Welfare of young fishers

Guidance: The Community Catch Standard defines young fishers as those under the age of 18 years.

1.6.1 Protection of Young Fishers' Health and Safety

Young fishers are not given work assignments that are likely to be harmful to their health and safety.

Question: 1.6.1.1 Are workers less than 18 years old present in the Fisher Group?

☐ Yes
☐ No

Question: 1.6.1.2 Where young workers are active within the fisher group, are these given work assignments which may be harmful to their health and safety?

Guidance: Young fishers should have instruction on tasks they should not undertake, have access to PPE and should not normally undertake night working (except for training and exceptional circumstances).

☐ Young workers are instructed as to which tasks they should and should not undertake
☐ Young workers do not normally work overnight
☐ Young workers do not undertake work with a high degree of risk

Grievance Resolution and Free Association

Sub-section: 1.7 *Freedom of association*

1.7.1 Right to Workplace Dialogue Without Penalisation (MINIMUM REQUIREMENT)

Fishery Client confirms that fishers have the right to engage in dialogue about workplace issues without penalisation. Any prior reports, by fishers or stakeholders, of such rights being withheld are investigated and reported.

Question: 1.7.1.1 Can the client confirm that fishers/employees, within the fisher group, are not known to be prevented from engaging in dialogue about workplace issues?

Guidance: The Fishery Client describes how they know fishers have the right to engage in dialogue about workplace issues without penalisation. Engaging in dialogue and freedom of association can mean joining a union, fishermen's association or producers' organisation or being able to meaningfully engage with skippers or employers.

☐ Yes
☐ No

Question: 1.7.1.2 Have there been any previous reports (within the last 5 years) of fishers/employees being denied the right to engage in dialogue about workplace issues?

Guidance: If any cases of fishers/employees being denied the right to engage in dialogue about workplace issues were reported in the last 5 years, the Fishery Client answers yes to this. If none, the Fishery Client describes how this is known.

☐ Yes
☐ No

Question: 1.7.1.3 Report any incidents and their outcomes:

Guidance: The Fishery Client describes what happened, what action(s) was/were taken, and their outcomes.

1.7.2 Right to Collective Bargaining and Freedom of Association

Fishers are free to exercise their right to collective bargaining and freedom of association without interference.

Guidance: The Community Catch Standard explains that all workers have the right to join or form fisher's associations, trade unions etc., of their own choosing and to bargain collectively through such organisations.

Question: 1.7.2.1 Are fishers/employees and their representatives free to exercise their right to the following, according to national law? Choose all that apply.

☐ Able to join Unions (where these exist)
☐ Able to join Fishers Associations (where these exist)
☐ Able to join Producers Organisations (where these exist)
☐ Unions, Associations or Organisations to represent fishers do not exist, but there are no obstacles to fishers establishing or joining these
☐ None of the above

1.7.3 Alternative Dialogue Where Collective Bargaining Is Restricted

Where the right to freedom of association and collective bargaining is restricted under law, fishers or their representatives are able to engage in other forms of meaningful dialogues about workplace issues.

Question: 1.7.3.1 Where national law restricts freedom of association and collective bargaining, are fishers/employees able to engage in other forms of meaningful dialogue about workplace issues? Are fishers able to:

Guidance: Meaningful dialogue should establish formal or informal processes to enable workers and employers to consult collectively on issues concerning changes to work and to resolve conflicts peacefully and effectively.

☐ Discuss issues directly with skippers/employers
☐ Discuss issues with other community leaders to effect change

Sub-section: 1.8 Grievance resolution

1.8.1 Commitment to Fisher Grievance Monitoring and Resolution (MINIMUM REQUIREMENT)

The Fishery Client and Fisher Group are committed to developing effective means to monitor and resolve fisher grievances.

Question: 1.8.1.1 Can the client confirm that they are committed to ensuring a system for registering and resolving fisher/employee grievances is built and maintained?

Guidance: The Fishery Client describes how the Fishery Client and Fisher Group are committed to developing effective means to monitor and resolve fisher grievances.

☐ Yes
☐ No

1.8.2 Accessible and Confidential Fisher Grievance Mechanism

There is a mechanism in place, and made known to fishers, to address grievances of fishers. The mechanism: 1) is open and accessible to fishers and their representatives or organizations, 2) maintains confidentiality as appropriate, 3) prompts suitable investigations, 4) ensures there is no retaliation or discrimination against complainants, 5) where necessary, provides remedies that are adequate, effective and prompt (and, where relevant, are culturally appropriate and gender-sensitive).

Guidance: The Community Catch Standard explains that the mechanism does not have to be owned or operated by the UoA, although it could be. The existence of the mechanism is made known to fishers or their representatives.

When mentioning 'open and accessible to fishers and their representatives or organisations this means including availability or explanation in common language and is provided via a suitably available medium.

Question: 1.8.2.1 The grievance mechanism in place has the following attributes. Choose all that apply.

Guidance: Guidance on UNGP best practice criteria may be consulted but full compliance is not required.
https://www.ohchr.org/sites/default/files/2022-01/arp-note-meeting-effectiveness-criteria.pdf

☐ Is open and accessible to fishers and their representatives or organizations
☐ Maintains confidentiality as appropriate
☐ Prompts suitable investigations
☐ Ensures there is no retaliation or discrimination against complainants
☐ Has been communicated to all fishers
☐ Has never been used/has never been needed
☐ Has been used successfully to log grievances but has not brought about resolutions to those grievances
☐ Has been used successfully to log grievances and has brought about successful resolutions to those grievances

Question: 1.8.2.2 Where multiple languages are used within the fisher group, does the grievance mechanism cater for all languages?

Guidance: The Fishery Client clarifies how the grievance mechanism caters for multiple languages. For example, there are written translations, interpreters were used.

☐ Yes
☐ No

Terms of Work

Sub-section: 1.8 Work agreement

Guidance: A Work Agreement (or 'contract of employment' or a 'contract of service') sets out the terms of work of fisher crew members. Unless specified otherwise, a Work Agreement can be agreed verbally (agreed through conversations) or in writing – for example, a job offer letter or through emails.

1.9.1 Clarity and Agreement on Terms of Work (MINIMUM REQUIREMENT)

Fishery Client confirms that terms of work within the Fisher Group are understood and agreed by all parties. Any prior reports, by fishers or stakeholders, of fishers being required to work outside of agreed terms are investigated and reported.

Question: 1.9.1.1 Can the client confirm that, as far as is known, all fishers/employees within the fisher group have agreed terms of work with their skipper/employer - either in writing or verbally?

Guidance: The Fishery Client describes how they know that terms of work within the Fisher Group are understood and agreed by all parties. This can be either in writing or verbally.

☐ Yes
☐ No

Question: 1.9.1.2 Have there been any known reports (within the last 5 years) of fishers/employees being required to work outside of agreed terms of work?

Guidance: If any cases of fishers/employees being required to work outside of agreed terms of work were reported in the last 5 years, the Fishery Client answers yes to this. If none, the Fishery Client describes how this is known.

☐ Yes
☐ No

1.9.2 Clear and Agreed Work Terms for Fishers

The terms and conditions of work done by fishers is covered under a work agreement that is understood by all parties (including any amendments). It may be an oral agreement or a written agreement in an appropriate language.

Question: 1.9.2.1 What format are the work agreements in. Choose all that apply.

Guidance: A formal/informal work agreement should contain, at a minimum 1) the fisher/workers responsibilities, 2) their pay/share catch division and pay frequency, 3) their work schedule/ expected work hours, 4) any other benefits and should be discussed or agreed prior to the employees first trip. The Fishery Client chooses all that apply below.

☐ Written Agreements
☐ Partly written, partly verbal agreements
☐ Entirely verbal agreements

Question: 1.9.2.2 Do fishers/vessel employees have a good understanding of their terms of work?

Guidance: The Fishery Client confirms that fishers/vessel employees have a good understanding of their terms of work as described above.

☐ Yes
☐ No

1.9.3 Written Agreements for Migrant Workers and Long Trips

If workers are migrant or/and fishing trips are longer than 30 days, the agreement is documented in writing and fishers retain a copy.

Guidance: The Community Catch Standard defines a migrant worker as a temporary worker whose permanent home is not within daily traveling distance to the site of employment. A migrant worker can be domestic (i.e., temporarily living far from his or her permanent home, but in the same country) or international.

Question: 1.9.3.1 Are any fishing Trips longer than 30 days?

☐ Yes
☐ No

1.9.4 Fair Termination with Reasonable Notice

Termination of the agreement, from either side, is allowed with reasonable notice and without penalisation.

Question: 1.9.4.1 Are fishers/employees able to terminate their employment without penalty?

☐ Yes
☐ No

Question: 1.9.4.2 What notice period is required to terminate an employment? (From employees and employers)

Guidance: This can be a single period, or a range of periods if these vary across the fisher group.

Sub-section: 1.10 Wages, shares and benefits

1.10.1 Timely and Fair Payment for Fishers (MINIMUM REQUIREMENT)

Fishery Client confirms that fishers are paid in accordance with the terms of work and in a timely manner.

Question: 1.10.1.1 Can the client confirm that, as far as is known, all fishers/employees within the fisher group are paid as set out in their terms of work?

Guidance: The Fishery Client describes how they know that fishers are or aren't paid in accordance with the terms of work and in a timely manner.

☐ Yes
☐ No

1.10.2 Transparent and Fair Payment Terms

Terms of payment of wages, shares and other benefits is clear and transparent. Fishers are paid regularly and in accordance with the terms of their work agreement. Currency exchange rates, if applicable, are reasonable and fair.

Guidance: The Community Catch Standard explains that fishers understand how their pay is calculated. Employed fishers have access to pay calculations (including, where relevant, catch share weighing and grading information) in written form.

When mentioning 'regularly', this means normally monthly or more frequently unless agreed otherwise.

Question: 1.10.2.1 Do fishers understand when and how much they will be paid (including share agreements)?

Guidance: In a catch-share or similar arrangement, workers and employers should confirm that remuneration meets with agreed terms and with transparency of relevant information (on catches, payment rates etc.).

☐ Yes
☐ No

Question: 1.10.2.2 Is there at least one fisher employed (not in share agreement)?

☐ Yes
☐ No

Question: 1.10.2.3 If some or all fishers are employed (not in share agreement), is their terms of payment written down?

☐ Yes
☐ No

Question: 1.10.2.4 Are fishers paid according to their terms of payment?

☐ Yes
☐ No

Question: 1.10.2.5 Are fishers paid in different currencies - so that exchange rates are applied?

☐ Yes
☐ No

Question: 1.10.2.6 Are exchange rates used in line with international markets and/or fluctuations may work to benefit of employer or employee (not biased to employer)?

☐ Yes
☐ No

1.10.3 Compliance with Legal and Fair Remuneration Standards

Remuneration meets or exceeds applicable national and local legal requirements and complies with collective bargaining agreements as applicable.

Guidance: The Community Catch Standard explains that in a catch-share or similar arrangement, workers and employers confirm that remuneration meets with agreed terms and with transparency of relevant information (on catches, rates etc.).

Question: 1.10.3.1 Is there a national or local minimum wage law or binding agreement determining minimum wages for fishers/employees?

☐ Yes
☐ No

Question: 1.10.3.2 Are all fishers paid at least according to the minimum wage law or agreement?

☐ Yes
☐ No

Sub-section: 1.11 Control of earnings

1.11.1 Direct Payment to Fishers with Clear Deductions (MINIMUM REQUIREMENT)

Fishery Client confirms that fishers receive payments directly and any deductions are understood and agreed.

Question: 1.11.1.1 Can the client confirm that, as far as is known, all fishers/employees within the fisher group are paid directly and they understand and agree to any deductions made?

Guidance: The Fishery Client describes how they know that fishers receive payments directly and any deductions are understood and agreed.

☐ Yes
☐ No

1.11.2 Fishers Have Full Control Over Their Earnings

Fishers maintain full control over their earnings, and they receive payments in a suitable manner.

Guidance: The Community Catch Standard explains that fishers receive payments into a bank account in their own name or that of a nominated relative or friend. Cash payments are acceptable where bank payments are not an affordable/practical option.

Question: 1.11.2.1 How do fishers/employees receive their payment?

☐ In cash
☐ Payment into a nominated bank account
☐ In fish or in other non-cash substitutes

1.11.3 No Unauthorized Deductions from Fisher's Pay

Deductions are not taken from the fisher's pay without their informed consent.

Question: 1.11.3.1 Are deductions taken from Fisher/employee's pay?

☐ Yes
☐ No

Question: 1.11.3.2 Provide details of any deductions and fisher agreement to these.

Sub-section: 1.12 Working hours

Guidance: Nothing in this standard affects the right of a skipper of a vessel to require a fisher to perform any hours of work necessary for the immediate safety of the vessel, the persons on board or the catch, or for the purpose of giving assistance to other boats or ships or persons in distress at sea. Accordingly, the skipper may suspend the schedule of hours of rest and require a fisher to perform any hours of work necessary until the normal situation has been restored.

1.12.1 Working Hours Comply with Legal Requirements

Hours of work meet applicable laws and regulations.

Guidance: The Community Catch Standard explains that workers shall be provided with the equivalent of at least one day off in every seven-day period.

Question: 1.12.1.1 Is there a national or local working hours law or a binding agreement determining working hours of fishers/employees?

☐ Yes
☐ No

Question: 1.12.1.2 - Do working hours comply with the national or local working hours law or a binding agreement determining working hours?

☐ Yes
☐ No

1.12.2 Work Hours Are Agreed and Do Not Compromise Safety

Hours of work are understood by all and are agreed not to threaten health and safety.

Guidance: The Community Catch Standard explains that work hours should be included in the work agreement to the extent possible. Interpretation of this requirement should reflect the reality that fishing operations are routinely confronted with unknowns including episodic or seasonal abundances of target fish stocks.

Question: 1.12.2.1 Are fishers clearly informed of their expected working times, such as in a work agreement?

Guidance: All consideration of work hours should include the reality that fishing operations are routinely confronted with unknowns including episodic or seasonal abundances of target fish stocks.

☐ Yes
☐ No

Question: 1.12.2.2 Is there evidence of working times presenting an ongoing risk to fishers/employees health and safety?

Guidance: It is recognised that occasional incidents may pose risks to fishers. The requirement here is that the normal operation of the fishery does no present widespread or ongoing risks to fisher health and safety.
Evidence that working times do not present an ongoing risk to Health and Safety may include interviews with fishers, positive testimony from trusted third parties or Fisher Voice surveys. In situations with effective grievance recording evidence can also include complaints etc., by individuals or organisations (associations, unions etc.). Community Catch stakeholder consultation can also provide supporting evidence.

☐ Yes
☐ No

1.12.3 Adequate Rest Periods Ensure Fisher Safety

Fishers have rest periods sufficient to ensure their safety.

Guidance: The Community Catch Standard explains that particular attention should be given to any pregnant/breastfeeding women or other vulnerable persons.

Question: 1.12.3.1 - Do fishers/employees typically have an equivalent of, as a minimum, 1 day off (ashore) in every 7 days?

Guidance: Longer fishing periods may be required (in emergency or exceptional seasonal circumstances) for operational reasons. As soon as practicable after the normal situation has been restored, the skipper shall ensure that any fishers who have performed work in a scheduled rest period are provided with an extended and adequate period of rest.

☐ Yes
☐ No

Sub-section: 1.13 No discrimination

1.13.1 Equal Opportunities in Employment and Career Progression

Question: 1.13.1.1 - Is there any evidence of widespread or persistent discrimination in the Fisher Group?

Guidance: Evidence of an absence of widespread or persistent discrimination may include interviews with fishers, positive testimony from trusted third parties or Fisher Voice surveys. In situations with effective grievance recording evidence can also include complaints etc., by individuals or organisations (associations, unions etc.,). Community Catch stakeholder consultation can also provide supporting evidence.

☐ Yes
☐ No