



BUSINESS & HUMAN RIGHTS AUDIT 2019

Welfare Review of non-EEA Fishermen Working onboard ANIFPO Member Vessels in the Northern Irish Fisheries Sector

Commissioned by Anglo-North Irish Fish Producers Organisation (ANIFPO)



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FINAL DRAFT

Executive Summary

In commissioning the third consecutive annual Business and Human Rights Audit, the Anglo-North Irish Fish Producers Organisation (“ANIFPO”) continues to demonstrate its commitment to the process of transparency and accountability in the realm of responsible corporate practice and worker’s welfare and human rights.

The 2019 Audit builds on the consideration of previous audit reports and the implementation of attendant recommendations to date. It is fair and accurate to say that currently, non-EEA fishermen working on board ANIFPO member vessels are happy in the workplace and feel well treated by their respective employers.

ANIFPO work in respect of improving the living and working conditions of non-EEA fishermen has taken a prominent position in the agenda of the organisation for which ANIFPO executive management and its members should be commended. Nonetheless, as with all new corporate initiatives, the requirement for continuous improvement during the early developmental stages of such business changes in practice, policy and culture remains a necessary process in order to confirm change and identify trends over time.

The findings from this Audit portray an overall positive impression of life as a non-EEA fisherman in the Northern Irish fisheries sector. Non-EEA fishermen are all engaged on an employed basis and in nearly all cases, this is governed by a local work agreement between fishermen and employer of which the fishermen both understand and were given reasonable time to consider prior to signature. All fishermen are paid the correct wages on a regular monthly basis, and nearly all receive a payslip to evidence this. No charges for food and water during the term of their engagement are levied and no deductions from wages have been made. Vitaly, all fishermen stated that they were in Northern Ireland and working in the fisheries sector of their own choice. All fishermen stated that they were in possession of their personal documents and that the work they undertake today is what they were led to believe it would be at the outset of their contract. In short, these are positive findings.

However, there are some identifiable instances of individual fishermen apparently not being engaged on the basis of a work agreement, or being employed on the basis of a work agreement of which they did not fully understand, or have time to consider prior to signature.

The most pressing adverse finding was in the case of four Sri Lankan fishermen who apparently paid the facilitating employment/crewing agent substantial sums of money for the opportunity of work in Northern Ireland. This highlights a potential gap in the due diligence undertaken by ANIFPO members in the recruitment of non-EEA fishermen, and needs urgent attention. In the present cases, it has led to a potential case of indirect debt bondage. The fishermen, in order to pay the facilitating agent the fees, have had to borrow money at an excessive rate of interest. The money lenders in this case are not known, and further enquiry in relation to the nature of this borrowing needs to be conducted.

Other findings suggest that some members may not be providing their non-EEA fishermen with a monthly payslip to evidence their earnings and, in the case of those fishermen sending money back home to their families, some members may not be providing them with a means to transfer such funds free of charge.

The satisfaction ratings broadly imply that fishermen are very happy with the living and working conditions that they enjoy. Some fishermen indicated a lower satisfaction rating in relation to on-board noise and vibrations and internet and telephone access, for example. Such ratings may be indicative of a comparative standard that has been set elsewhere among the membership and therefore could represent a positive finding in that it demonstrates that advancements are being made in relation to such factors relating to living and working conditions.

The audit report adopts an open mind to such findings and accepts that without further specific and targeted investigation, it is difficult to objectively measure the standard in this case. ANIFPO, through the drafting of a dedicated internal Values and Standards policy will be better suited at defining the standard fishermen can expect from working on-board member vessels.

The report concludes with eight recommendations. With international standards now enforceable under UK law, the recommendations are both proportionate and suitably targeted to ensure that all members may benefit from implementation of such refined policy and procedure

Introduction

1. The Anglo-North Irish Fish Producers Organisation (“ANIFPO”) has for the third consecutive year commissioned a bespoke Business and Human Rights Audit from Human Rights at Sea International (“HRASI”) Ltd. Based in Kilkeel, County Down, ANIFPO helps manage its members’ quota and fish sales. Beyond this, the organisation has taken a lead in respect of its members’ Corporate Social Responsibility (CSR), business ethics, and human rights considerations, particularly in relation to modern slavery and supply chain due diligence.
2. In line with the Organisation’s CSR Policy, ANIFPO has analysed and assessed where its greatest risks lie in relation to potential human rights abuses and subsequently continued to focus particular attention on its members’ non-EEA body of fishermen.
3. Non-EEA fishermen from the Philippines, Ghana and Sri Lanka continue to provide ANIFPO members in the Northern Irish fisheries sector with a vital supply of labour and expertise. Members recognise and appreciate the contribution non-EEA fishermen make to the local economy and community. They are a highly valued component of the local fishing industry and much has been done over the past two years to help improve the working and living conditions of these fishermen coming to Northern Ireland to ply their trade.
4. With the implementation of the ILO Work in Fishing Convention (ILO C188)¹ into UK national law on 31 December 2018, ANIFPO members are now formally subject to the provisions set out under The Merchant Shipping (Work in Fishing Convention) Regulations 2018 (WIFC Regulations 2018)². This cements in place all the work undertaken since 2007 when ILO C188 was first signed. ANIFPO has played a pivotal role in defining the process of implementation here in the UK and may be a key leader in respect of advancing the spirit of ILO C188 during the formative years of the WIFC Regulations 2018, and the application of its respective provisions.
5. This Business and Human Rights Audit report first sets out the methodology employed during the course of the audit. It then goes on to set out the findings and, in accordance with the United Nations Guiding Principles on Business and Human Rights (the “Guiding Principles”), highlights any adverse issues to arise from the audit so that matters may be addressed in a frank and transparent manner. The report concludes with a list of recommendations for potential implementation.

¹ https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_INSTRUMENT_ID:312333

² <http://www.legislation.gov.uk/uksi/2018/1106/contents/made>

Methodology

6. The sample size of non-EEA fishermen (“fishermen” and “respondents”) working in the Northern Irish (“NI”) fishing industry on board ANIFPO member vessels is estimated to be in the region of 50. In order to obtain reliable data ANIFPO aimed to include a sample size of 40 or more crew respondents in the 2019 (Year Three) audit. This was based on a confidence level of 95% and a maximum margin of error of 7% +/-.
7. A combination of structured personal interviews and self-completion questionnaires were used during the course of the audit. Exactly the same question set was used in both cases. A question guide can be found at Annex A to this report.
8. 30 respondents subsequently participated in the audit. 11 respondents were interviewed in person at the offices of ANIFPO in Killeel, whilst the remaining 19 responded via self completion questionnaires. The sample size produced a confidence level of 95% with a margin of error of 11% +/-.
9. Interviews were carried out over the course of two days and at the end of the week in order to fit in with ANIFPO members’ fishing patterns and to maximise participation. Self completion questionnaires were distributed to members for onward distribution to their non-EEA crew approximately two weeks prior to interviews being conducted.

METHODOLOGICAL CONSIDERATIONS

10. **Limitations.** As this is the third consecutive year of human rights auditing conducted by ANIFPO through HRASi, the practical limitations of undertaking such an audit are well documented. Securing the availability of respondents for interview in the face of everchanging fishing patterns, prevailing weather conditions, and members’ guard vessel duties continue to be the decisive factors in dictating response rates, and accuracy of individual responses.
11. **Notable Factors.** In addition to individual availability, other factors may have had a bearing on the findings of the audit. In relation to the answers respondents gave, notable factors relating to misinterpretation, disinterest, ‘the bandwagon effect’³, concern over confidentiality, or fear of prejudicing one’s future opportunity of work in the Northern Ireland fisheries sector, may have affected the audit findings. In respect of the self-completion questionnaires, the question type and design without a HRASi staff interviewer present, may also have led to a skewing of the results due to lack of understanding, lack of ability to confirm reasoning for, and answers to questions set by HRASi staff.
12. **Other Considerations.** Furthermore, it is important to emphasise that the audit did not include any systematic physical inspection of members’ vessels, nor did it include having sight of any documents such as Work Agreements, payslips, bank statements, professional certification or personal identification documents. Importantly, neither did the audit include any correspondence with employment/crewing agents, an actor within the UK fishing industry supply chain which continues to evade any serious or meaningful systematic scrutiny.
13. The findings are based purely on the crew responses given in relation to the questionnaire used at both interview, and during the self-completion phases of the audit.

Findings

GENERAL INFORMATION

14. **Age.** 57% of non-EEA fishermen working on board ANIFPO member vessels are aged between 36 and 45. 20% are aged over 46 whilst 13% and 3% are in the 26-35 and 16-25 age categories respectively. 7% of respondents preferred not to give their age.
15. **Gender.** 100% of non-EEA fishermen working on board ANIFPO member vessels are male.
16. **Nationality.** 80% of non-EEA fishermen working on board ANIFPO member vessels are of Filipino nationality. 13% are Sri Lankan nationals whilst 3% are Ghanaian.
17. **Religion.** 94% of non-EEA fishermen working on board ANIFPO member vessels identify with the Christian faith. 3% identify with the Buddhist faith whilst the remaining 3% stated that they had no religion.
18. **Ethnicity.** 93% of non-EEA fishermen working on board ANIFPO member vessels identify themselves with the Asian ethnicity. 7% identify themselves with the Black African/Caribbean ethnicity.



EMPLOYMENT INFORMATION

Employment Status

19. 100% of non-EEA fishermen working on board ANIFPO member vessels are engaged in the Northern Irish fisheries sector on an employed basis.

Work Agreements

20. 97% of non-EEA fishermen working on board ANIFPO member vessels state that they have a 'Work Agreement' in place with their employer.⁴ **3% stated that they do not.**

21. 79% of non-EEA fishermen with a Work Agreement in place with their employer stated that the Work Agreement was made available to them in a language they understand and that they were given sufficient time to read the relevant terms and conditions. **14% stated that this was not the case** and 7% of respondents left this question unanswered.

Employment/Crewing Agent

22. 84% of non-EEA fishermen working on board ANIFPO member vessels stated that they used the services of an employment/crewing agent to work in the UK fisheries. 3% stated that they did not use such services whilst 13% of respondents left the question unanswered.

23. Non-EEA fishermen working on board ANIFPO member vessels utilise the services of a range of employment/crewing agents. In the Philippines, fishermen use the services of Leeward Marine (21%), Poseidon International Maritime Services Inc (17%), Eagle Clerc (14%) and Oceanus Agency (10%). In Sri Lanka, GTR Agency (14%) is used and in Ghana, fishermen use the services of MSS Ghana (7%). The remaining 17% of respondents left this question unanswered.

Illegal Payments

24. 17% of non-EEA fishermen working on board ANIFPO member vessels stated that they had to pay someone for the opportunity to work in the UK fisheries. 80% stated that they did not, whilst 3% of respondents left this question unanswered.

25. Of those fishermen stating that they had to pay someone for the opportunity to work in the UK fisheries, 80% reported paying sums of money ranging from £1400 to £2700. 20% of respondents in this category left this question unanswered.

³ The bandwagon effect refers to the tendency people have to adopt a certain behaviour, style, or attitude simply because everyone else is doing it. The more people that adopt a particular trend, the more likely it becomes that other people will also hop on the bandwagon.

⁴ For the purposes of this audit, a 'Work Agreement' denotes any written document outlining the rights and responsibilities of the fisherman, employer and in some cases the facilitating agent, and signed by all concerned parties.

REMUNERATION

Salaries

- 26.** 74% of non-EEA fishermen working on board ANIFPO member vessels stated that they earned between \$1000-1500 (USD) per month. 23% stated that they earned between \$1500-2000 (USD) per month whilst 3% of respondents left this question unanswered.

Regular & Correct Wages

- 27.** 100% of non-EEA fishermen working on board ANIFPO member vessels stated that they received their wages on a regular monthly basis and that they were paid the correct wages.

Payslips

- 28.** 87% of non-EEA fishermen working on board ANIFPO member vessels stated that they received a payslip evidencing their earnings on a monthly basis. **13% stated that they did not receive a payslip.**

Familial Dependence

- 29.** 93% of non-EEA fishermen transfer money home to their families in their respective countries of residence. 7% stated that they do not. Of those transferring money home, 43% use the private international money transfer company, MoneyGram, 32% send money via bank transfer, whilst 7% send money home via a third-party agent. 18% of respondents declined to state by what means they transferred money home.

- 30.** **Of those transferring money home, 71% stated that they are charged for such transactions.** 29% stated that they do so at no cost to themselves.

Deduction of Wages

- 31.** 86% of non-EEA fishermen working on board ANIFPO member vessels stated that they had never been deducted any money from their wages. **7% stated that they had been deducted wages.** In all cases where a positive answer was given, such deduction was stated to be linked to a bank transfer. 7% of respondents left this question unanswered.

- 32.** 83% of non-EE fishermen working on ANIFPO member vessels stated that they were free from any debt, specifically relating to their time working in the UK fisheries. **17% of respondents stated that they were in debt as a result of working in the UK fisheries.**

- 33.** **80% of those fishermen who said that they were in debt stated that the debt was as a result of borrowing money to pay the agency for facilitating the opportunity of work. The remaining 20% stated that the debt was as a result of taking out a micro financing loan but did not state for what reason such a loan had been taken out.**

Food & Water

- 34.** 100% of non-EEA fishermen working on board ANIFPO member vessels stated that they did not have to pay for their food or water whilst working in Northern Ireland.

VOLUNTARISM

Personal Documentation

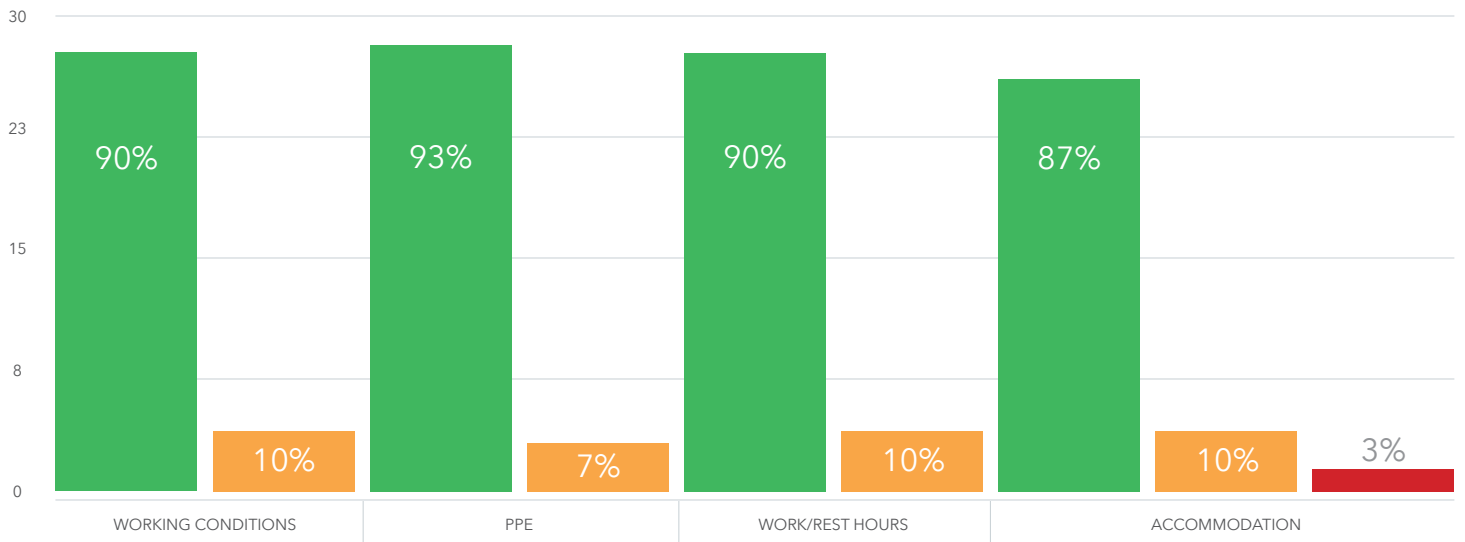
- 35.** 100% of non-EEA fishermen working on board ANIFPO member vessels stated that they were in possession of all personal documents, including but not limited to, items such as passports, seaman's books and copies of Work Agreements.

Voluntary Choice & Expectation of Work in Northern Ireland

- 36.** 93% of non-EEA fishermen working on board ANIFPO member vessels stated that they were in NI and working of their own volition. 7% of respondents left this question unanswered.

- 37.** 97% of non-EEA fishermen stated that the work they undertake in NI today is as they were led to believe the work would be at the outset of their contract. 3% of respondents left this question unanswered.

SATISFACTION RATINGS

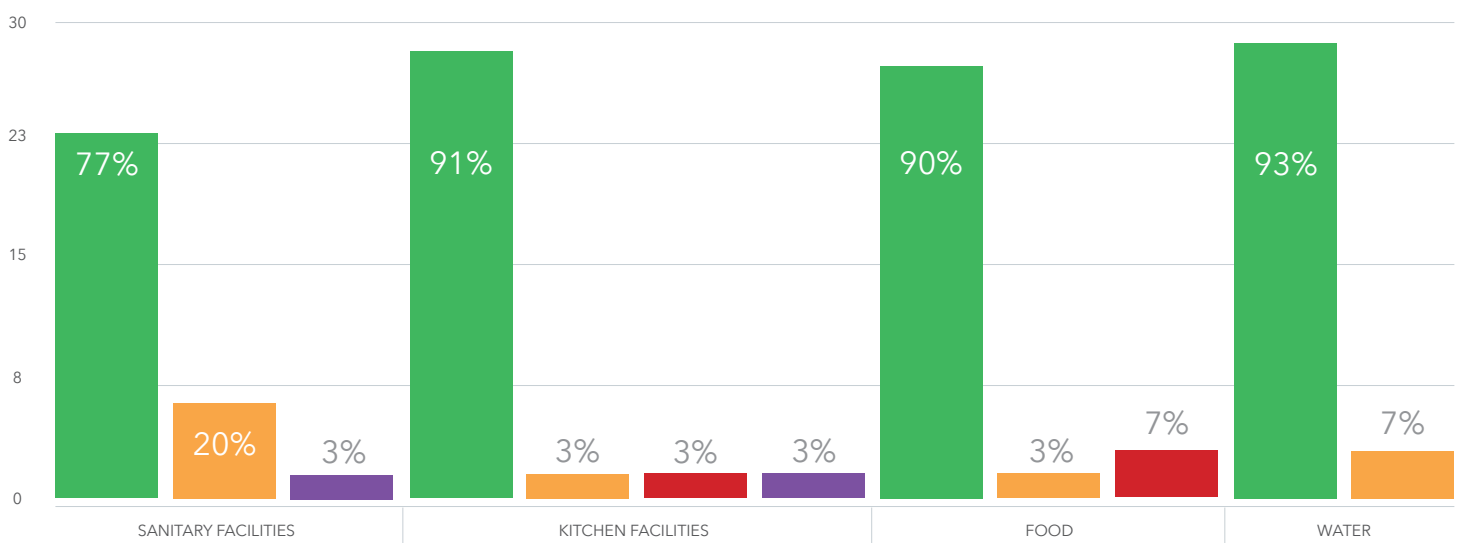


38. Working Conditions. 90% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to working conditions. 10% reported a satisfaction rating between 5 and 7. In providing these responses fishermen took account of aspects such as a safe working environment, cleanliness and functioning machinery.

39. Personal Protective Equipment (PPE). 93% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to PPE. 7% reported a satisfaction rating between 5 and 7. In providing these responses fishermen took account of aspects such as suitability, availability and functionality of equipment.

40. Work/Rest Hours. 90% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to hours of work and rest. 10% reported a satisfaction rating between 5 and 7. In providing these responses fishermen took account of aspects such as length of shifts and a structured work pattern.

41. Accommodation. 87% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to on board accommodation. 10% reported a satisfaction rating between 5 and 7 and 3% reported a satisfaction rating between 1 and 4. In providing these responses fishermen took account of aspects such as cleanliness, spaciousness, warmth and dampness.



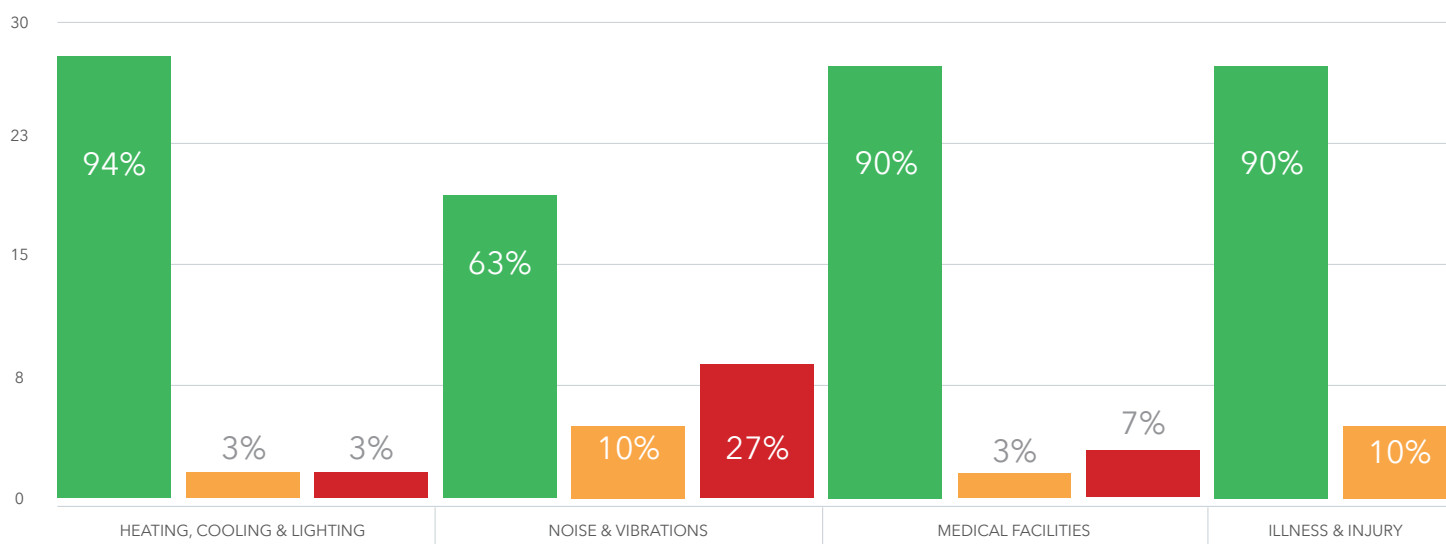
SATISFACTION RATINGS

42. Sanitary Facilities. 77% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to onboard sanitary facilities. 20% reported a satisfaction rating between 5 and 7 whilst 3% of respondents left the question unanswered. In providing these responses fishermen took account of aspects such as the cleanliness and serviceability of the facilities.

43. Kitchen Facilities. 91% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to on board kitchen facilities. 3% reported a satisfaction rating between 5 and 7 and a further 3% reported a satisfaction rating between 1 and 4. The remaining 3% of respondents left the question unanswered. In providing these responses fishermen took account of aspects such as the cleanliness and condition of the appliances.

44. Food. 90% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to food. 3% reported a satisfaction rating between 5 and 7 whilst 7% reported a satisfaction rating between 1 and 4. In providing these responses fishermen took account of aspects such as the standard and freshness of food, and whether or not individual dietary requirements were catered for.

45. Water. 93% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to on board drinking water. 7% reported a satisfaction rating between 5 and 7. In providing these responses fishermen took account of whether or not the water was clean and potable.



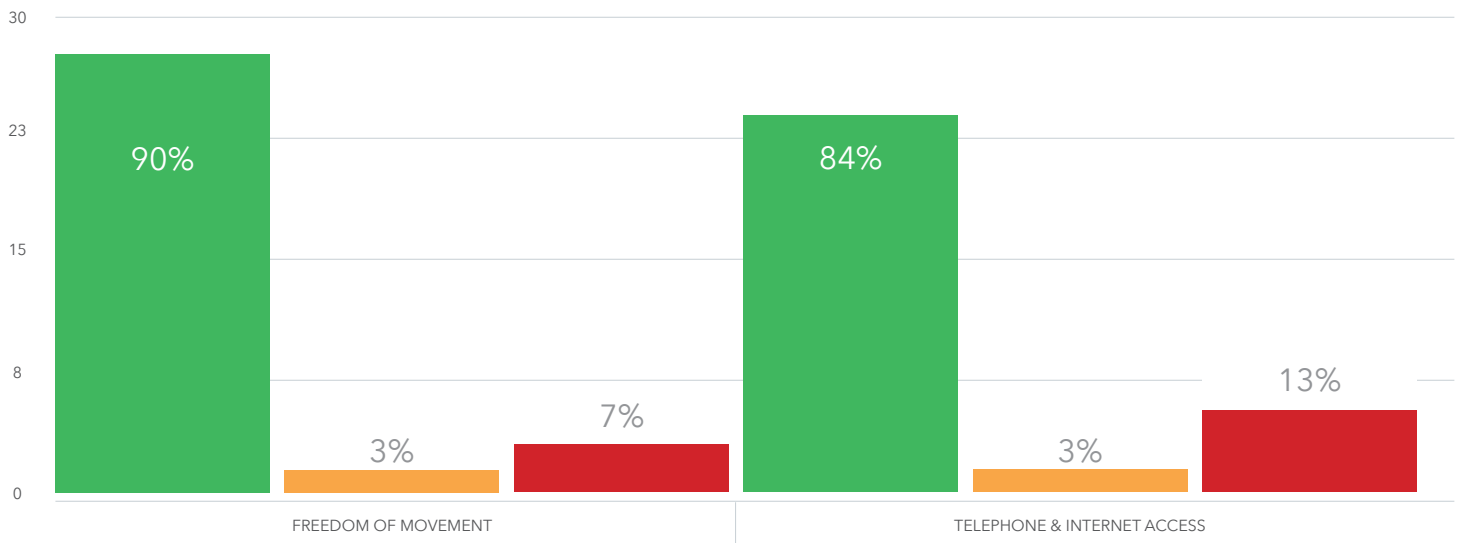
46. Heating, Cooling & Lighting. 94% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to on board heating, cooling and lighting. 3% reported a satisfaction rating between 5 and 7 whilst the remaining 3% reported a satisfaction rating between 1 and 4.

47. Noise & Vibrations. 63% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to on board noise and vibrations. 10% reported a satisfaction rating between 5 and 7 and 27% reported a satisfaction rating between 1 and 4.

48. Medical Facilities. 90% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to on board medical facilities. 3% reported a satisfaction rating between 5 and 7 whilst the remaining 7% reported a satisfaction rating between 1 and 4.

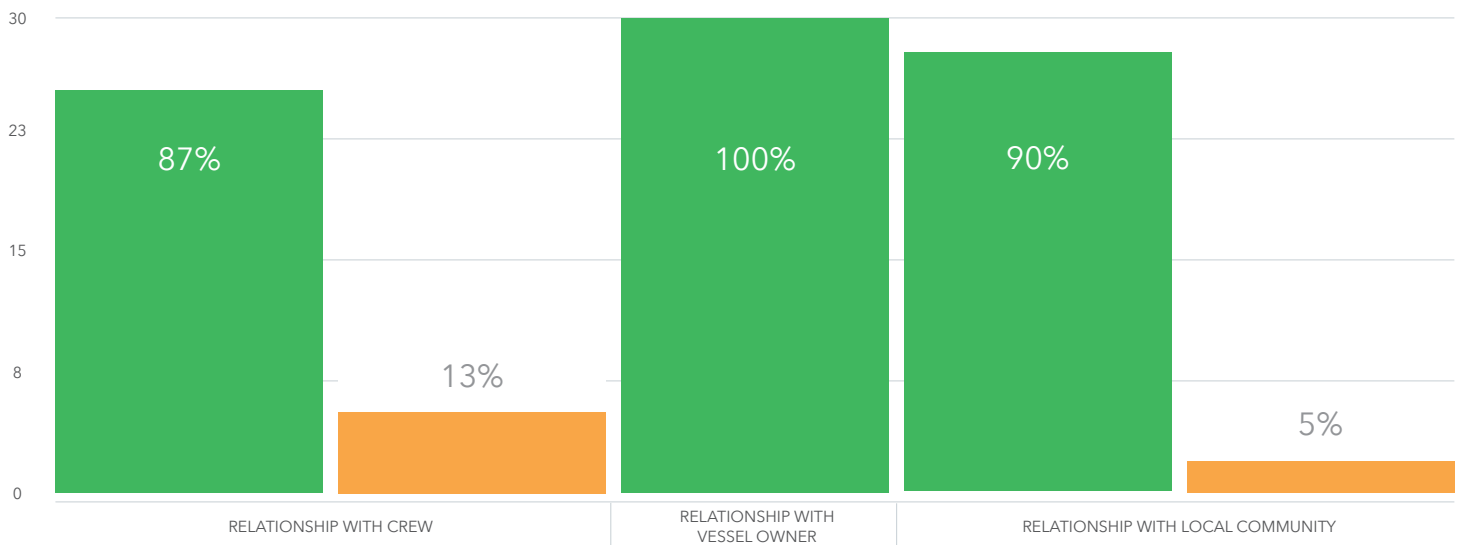
49. Illness & Injury. 90% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to the provision of care in the event of illness or injury. The remaining 10% reported a satisfaction rating between 5 and 7.

SATISFACTION RATINGS



50. Freedom of Movement. 90% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to freedom of movement. 3% reported a satisfaction rating between 5 and 7 whilst the remaining 7% reported a satisfaction rating between 1 and 4.

51. Telephone & Internet Access. 84% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 in relation to telephone and internet access. 3% reported a satisfaction rating between 5 and 7 whilst 13% reported a satisfaction rating between 1 and 4.



52. Relations with Crew. 87% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 vis-a-vis relations with fellow crew members. The remaining 13% reported a satisfaction rating between 5 and 7. In providing these responses fishermen took account of aspects such as the friendliness and professionalism of their colleagues.

53. Relations with Vessel Owner. 100% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 vis-a-vis relations with the principal/vessel owner. In providing these responses fishermen took account of aspects such as the friendliness and professionalism of the principals/vessel owners.

54. Relations with Local Community. 90% of ANIFPO members' non-EEA fishermen reported a satisfaction rating between 8 and 10 vis-a-vis relations with members of the local community. The remaining 5% reported a satisfaction rating between 5 and 7.

ADDITIONAL COMMENTARY

55. Two fishermen made comment in relation to concerns they had over the terms of their agreement and the potential for their employer to terminate their contract early. One fisherman made comment in relation to an injury sustained during the course of his employment and the related matter of personal compensation. Other than in these three cases, no additional comments were made by any of the respondents.
56. Of the respondents returning self-completion questionnaires, 5% stated that they received assistance with the completion of the document but omitted to answer by whom. 16% of respondents left the question unanswered. The remaining 79% stated that no assistance was sought in the completion of the questionnaire.

Highlighted Issues

PAYMENTS TO AGENT & POTENTIAL DEBT BONDAGE

57. There is strong evidence to suggest that **non-EEA fishermen originating from Sri Lanka have been paying their employment/crewing agent, GTR Agency, proportionately significant additional sums of money in order to secure the opportunity of work in Northern Ireland.** Fees ranging from £1400 - £2700 depending on whether it is a fisherman's first or second contract have been mooted.
58. The general principle is that private employment agencies should not charge any fees or costs, directly or indirectly, to work-seekers. In exceptional cases, States may make an exception in law, but such exception would have to be reasonable in the circumstances.
59. Employment/crewing agents may place reasonable charges on additional services such as arranging accommodation, managing a passport application or drafting a CV, for example. **However, agencies should not charge fishermen for the services of finding them work.** The contracting employer should be the only party charged in such a case.
60. In the UK it is illegal for employment agencies to charge work-seekers for finding them work (S.6 Employment Agencies Act 1973). It is also illegal under Article 7 of ILO C181 (Private Employment Agencies Convention). However, Sri Lanka is not a party to ILO C181, and it is not known at the time of review what the law in Sri Lanka stipulates with respect to private employment agencies levying such charges on work-seekers.
61. From a human rights and modern slavery perspective, **such payments are an indication of potential abuse/exploitation.** Where fees are proportionately nominal it may suggest a procedural oversight, or minor breach on the part of the employment/crewing agency. However, where the fees charged form a sizeable proportion of the worker's annual salary, such as in the noted case, **it suggests more underhand recruiting practices may be at play.**
62. A further and related issue of potential debt bondage arises as a consequence of the fishermen paying the agency such fees. In order to raise the funds, the fishermen are having to borrow the money. It is not known who the lenders are in this case nor is it known what the particular terms and conditions attached to the loan comprise of. It was stated at interview that the fishermen repay twice the amount borrowed therefore repayments could range from £2800 - £5400. **Juxtaposed against the fishermen's respective annual salaries, it is clear that the money borrowed forms a substantial proportion of their earnings.**
63. To be clear clear, there was no suggestion of coercion raised during the course of the audit interviews. However, the fact remains that the fishermen will have to work in order to pay off this loan and it is not known what level of influence the lenders wield over the fishermen in this case.



POTENTIAL CONTRACTUAL DISPUTE

64. Two non-EEA fishermen working on board an ANIFPO member vessel raised the matter of a potential contractual dispute relating to the issue of early termination of contract by their employer. The agreed period of contract was for 12 (+/- 1) months. However, the terms of the agreement permitted either party to unilaterally terminate after 11 months or, by mutual agreement, extend to 13 months. At the time of interview, both fishermen had fulfilled approximately 9 months of their respective contracts. The contract could be terminated with immediate effect by the employer if the fishermen were at any stage found to have committed an offence under the terms of agreement. Without any evidence to suggest an offence had been committed the fishermen reportedly received notification from the employment/crewing agent that their contracts were being terminated early. No reason was given and no direct correspondence between the fishermen and the employer had taken place.
65. The matter is outstanding, and it remains to be seen whether the fishermen's contracts are terminated early and without apparent cause. ANIFPO members are minded that signed terms and conditions between the employer and fishermen are binding on both parties and that any breach of such terms may be subject to legal avenues of redress.

COMPENSATION FOR INJURY

66. One non-EEA fisherman working on board an ANIFPO member vessel lost part of his index finger in a recent work-related accident. Under Articles 29 & 30 ILO C188 and Regulation 26 WIFC Regulations 2018, it is the duty of the fishing vessel owner to make provision for medical treatment for fishermen. Further, Articles 38 & 39 ILO C188 and Regulation 27 WIFC Regulations 2018 stipulate that the fishing vessel owner must have insurance in respect of their vessel. The insurance must be sufficient to meet any liabilities the fishing vessel owner may have, including liabilities under any fisherman's work agreement, to provide compensation in the event of death, or long-term disability to fishermen arising from occupational injury, illness or hazard.

TRANSFERENCE OF MONEY OVERSEAS

- 67.** Articles 23 and 24 ILO C188 cover the matter of payment of fishermen. Fishermen must be given a means to transmit all or part of their payments received, including advances, to their families at no cost to themselves. The Audit has highlighted that an array of methods is used by non-EEA fishermen to transfer money to their families overseas. These methods include bank transfer, MoneyGram, and the facilitating employment/crewing agency.
- 68.** It is acknowledged that charges relating to money transfers via personal banks and private companies such as MoneyGram are beyond the control of ANIFPO members. Should fishermen decide to use such means then they must accept that charges will be levied against them.
- 69.** In accordance with ILO C188, fishermen must be given a means to transmit payments to their families at no cost to themselves. **Facilitating employment/crewing agents must not charge fishermen, directly or indirectly, for such services.** Furthermore, ILO C188 does not differentiate between salary income and bonus income and therefore the principle of transmitting money free of charge back home to families also applies to bonus income. **A means for managing such payments should be in place for such fishermen.**

WORK AGREEMENTS

- 70.** Articles 16 to 20 of ILO C188 set out the requirements of vessel owners in relation to fishermen's Work Agreements. Regulations 8 and 9 of the WIFC Regulations 2018 address the duty upon the vessel owner to enter into such an agreement and stipulate the contents thereof.
- 71.** Among the basic requirements, vessel owners must ensure that fishermen are provided a copy of their work agreement in a language they understand and that they are in turn given reasonable time to read through the terms and conditions. Such requirements are common to fundamental principles of contract law.
- 72.** One non-EEA fisherman stated that he did not have a work agreement in place with his employer. Of those fishermen with work agreements in place, four stated that they were not given a copy of the agreement in a language that they understand or that they were given enough time to read the relevant terms and conditions.

PAYSLIPS

- 73.** Some non-EEA fishermen stated that they do not receive a monthly payslip evidencing their earnings. Articles 23 & 24 ILO C188 and Regulations 12 & 13 WIFC Regulations 2018 deal with the matter of payments to fishermen and accounts of payment. It is the duty of vessel owners to ensure that all employed fishermen receive an account of payment.

FREEDOM OF MOVEMENT

- 74.** Under the satisfaction ratings section of the questionnaire, two non-EEA fishermen indicated a rating of between 1 and 4 for freedom of movement. Freedom of movement is a human rights concept encompassing the right of individuals to travel from place to place within the territory of a country. Certain limits or restrictions may be placed on this freedom in particular circumstances by State entities.
- 75.** In the context of non-EEA fishermen working in the Northern Irish fisheries, a restriction on an individual's freedom of movement may only be applied by relevant State entities or law enforcement agencies. Such restrictions may relate to the immigration status of non-EEA fishermen.

LANGUAGE BARRIERS

- 76.** It was observed during the interview process that some non-EEA fishermen possess an underdeveloped comprehension of the English language. As English is the primary language of communication, both within the context of international maritime standards and the UK fisheries sector, it is vital that all fishermen employed on board ANIFPO member vessels possess a minimum standard of English language skills.
- 77.** It is acknowledged that executive management within ANIFPO has raised this issue among members and members are keen to point out that communication is not as difficult as may be portrayed. However, ANIFPO members accept that language is an issue and as an organisation ANIFPO is in the process of discussing the provision of English language courses with suitable providers.

SATISFACTION RATINGS

- 78.** Some respondents indicated a satisfaction rating between 1 and 4 in relation to on board accommodation; on board kitchen facilities; food; on board heating, cooling and lighting; on board noise and vibrations; on board medical facilities; and, on board telephone and internet access.
- 79.** It was beyond the scope of this audit to undertake on board inspections of ANIFPO member vessels. However, members are reminded of their obligations under ILO C188 and the WIFC Regulations 2018 in respect of such on-board standards.



Recommendations

1. Counsel further investigation with respect to the recruitment of Sri Lankan fishermen through GTR Agency and additional illegal payments to secure employment.
2. Counsel producing an in-house guide to relevant due diligence procedures in the recruitment of non-EEA fishermen.
3. Counsel English language classes for non-EEA fishermen in need of support improving individual English language skills.
4. Counsel review of ANIFPO members' progress with respect to implementation of new ILO C188 / WIFC Regulations 2018 obligations, including but not limited to, Work Agreements, payslips and international money transfers. With the legislation now in force, members are subject to express levels of accountability and where breach of such provisions are found, an offence will be deemed to have been committed and remedial/punitive action may ensue.
5. Counsel review of individual freedom of movement on-shore for respondents. Although audit responses are not sufficient to suggest potential active restrictions on liberty, taken as a whole and in the context of other answers given, further inquiry into this matter is advised.
6. Counsel advising members that both salary income and bonus income are subject to the right to transfer money overseas to families at no cost to the individual fisherman.
7. Counsel review of member's Work Agreements and advise that a copy of the agreement is provided to fishermen in a language that they understand. All work agreements are now subject to ILO C188 standards and must meet the minimum threshold as set out under the WIFC Regulations 2018.
8. Counsel drafting a bespoke ANIFPO Values and Standards policy. As ANIFPO members continue with their efforts towards improving the work-related environment and culture for their individual fishermen, there must be a reciprocal appreciation for the work underway in this regard by the fishermen themselves. Outlining what fishermen can expect from a contract aboard an ANIFPO member vessel and what in return their responsibilities are would be reasonable in the circumstances.

End of Report

Annex A

QUESTION GUIDE

General Information

- Name, Age, Gender, Nationality, Religion, Ethnicity, Country of Residence - with the options of anonymity and to decline to answer.

Employment Information

- Employment status i.e. employed/share?
- Contractual status i.e. work agreements?
- ILO C188 partial compliance?
- Recruitment and placement i.e. use of an employment/crewing agent?
- Payment for opportunity of work?

Remuneration

- Average monthly salary?
- Regular payment of wages?
- Correct payment of wages?
- Receipt of payslip?
- Familial dependence?
- Means of transmitting money free of charge?
- Wage deductions?
- Debt?
- Food and water charges?

Voluntarism

- Possession of personal documentation?
- Working in NI by choice?
- Work expectation

Other

- Working conditions; PPE; work/rest hours; accommodation; sanitation facilities; food, drink and cooking facilities; medical facilities; injury and illness; telephone and internet access to shops; relations with crew, vessel owner, and the local community.
- Any other comment?
- Any assistance required in completing this questionnaire?

N.B. A copy of the crew questionnaire maybe available upon written request to ANIFPO unless otherwise covered by internal confidentiality policies.

Who We Are

BACK GROUND

Human Rights at Sea was established in April 2014. It was founded as an initiative to explore issues of maritime human rights development, review associated policies and legislation, and to undertake independent investigation of abuses at sea. It rapidly grew beyond all expectations and for reasons of governance it became a registered charity under the UK Charity Commission in 2015.

Today, the charity is an established, regulated and independent registered non-profit organisation based on the south coast of the United Kingdom. It undertakes **research, investigation** and **advocacy** specifically for human rights issues in the maritime environment, including contributing to support for the human element that underpins the global maritime and fishing industries.


The charity works internationally with all individuals, commercial and maritime community organisations that have similar objectives as ourselves, including all the principal maritime welfare organisations.

OUR MISSION

To explicitly raise awareness, implementation and accountability of human rights provisions throughout the maritime environment, especially where they are currently absent, ignored or being abused.




KEEP IN CONTACT

 We welcome any questions, comments or suggestions. Please send your feedback to:
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 Email: enquiries@humanrightsatsea.org

 www.humanrightsatsea.org

 As an independent charity, Human Rights at Sea relies on public donations, commercial philanthropy and grant support to continue delivering its work globally. Was this publication of use to you? Would you have paid a consultant to provide the same information? If so, please consider a donation to us, or engage directly with us.

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BUSINESS & HUMAN RIGHTS AUDIT 2019

Welfare Review of non-EEA Fishermen Working onboard ANIFPO Member Vessels in the Northern Irish Fisheries Sector

Commissioned by Anglo-North Irish Fish Producers Organisation (ANIFPO)

This Report was commissioned by Anglo-North Irish Fish Producers Organisation (ANIFPO) and prepared by Human Rights at Sea International (HRASi) with funding from Sea Source. HRASi is the consultancy of the independent maritime human rights charity Human Rights at Sea.

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