

This document contains both the Seafood Task Force (STF) Code of Conduct and Vessel Auditable Standards. This is a confidential STF reference document of the auditable standards applicable to vessels, for use of STF members and auditors qualified to conduct audits for the STF and its members.

# Seafood Task Force Code of Conduct (STF Code)

The STF Code is the overarching policy of the STF and is to be applied to all parts of the seafood supply chain of Task Force members. The STF Code is publicly shared and is available on the STF website.

## Vessel Auditable Standard (VAS)

The VAS is intended to determine compliance with the STF Code in audits or other activities that the STF or its members may undertake for vessels in their supply chains.

Code	Vessel Auditable Standards
1.Child Labor  The use of child labor is strictly prohibited. The term "child" refers to any person under the age of 15, or under the age of completing compulsory education, or under the minimum age of employment in the country, whichever is higher.  To address potential circumstances of child labor, the employer, and suppliers, subcontractors or agents acting on its behalf have a child labor remediation policy and procedure, promoting the protection of the potential child workers.	<ol> <li>The workplace is free of all forms of child labor.</li> <li>Children are not present at the worksite</li> <li>The employer has a written policy prohibiting the use of any child labor.</li> <li>The employer has a clear, transparent, and documented age verification process that is based on government documentation, where available, and is not degrading or disrespectful to the worker.</li> <li>There is a child labor remediation policy and procedure in place, ensuring the protection of any child.</li> <li>Young workers must be employed in compliance with local law, with the facility/ vessel/ vessel owner maintaining their records and must not be subjected to work that compromises their physical, mental, or emotional development.</li> </ol>
Sea-Based Work: No person shall be employed under the age of 18 for sea-based work or as required by law, whichever is higher.	, , , , , , , , , , , , , , , , , , ,



#### 2. Forced Labor

Forced, bonded (including debt bondage) or indentured labor, prison labor, slavery or trafficking of persons is prohibited. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction, or fraud for labor or services. All work must be voluntary and workers shall have the freedom to terminate their employment at any time without penalty, in line with prevailing laws and regulations.

Sea-Based Work: Freedom to terminate their contract is exercised at the next regularly scheduled port visit.

- 1. The workplace is free of any form of forced, compulsory, bonded, indentured labor, prison labor, or trafficked labor.
- 2. All work, including any work that exceeds work activities and working hours agreed in the contract must be voluntary.
- 3. Migrant workers (or their family members) shall not be threatened with denunciation to authorities to coerce them into taking up or maintaining employment.
- 4. The employer has a written policy prohibiting the use of forced, bonded, indentured, prison labor, slavery or trafficked labor.
- 5. The employer, or subcontractor acting on its behalf, explicitly prohibits using threat of denunciation to authorities as a means of coercion.
- Clear and transparent human resources policies on recruitment, contracts, wages, and working hours are adopted by the employer and its subcontractors to minimize the risk of forced labor.
- 7. Workers enter into employment freely. Nature of work, employment terms and conditions, and physical conditions are agreed to voluntarily, without deception, coercion, extortion, or threat of penalty. The workers must be informed of the employment terms and conditions before signing the contract.
- 8. Workers have the freedom to terminate their employment exercised at the next regularly scheduled port visit with a minimum notice of 10 days before said port visit.
- There shall be no requirement of deposits, charging of security payments, posting of bonds, or collateral guarantee (typically issued by the employer) at the time of employment or at any other time during the employment relationship.
- 10. No fees associated with obtaining or continuing employment (typically issued by a recruiter).
  - a. A fee may be charged on a pro-rata scale for actual expenses incurred to repatriate an employee that terminates employment prior to the end of



STF.AS.S.001 STF Vessel Au	uditable Standards	V.2. 20181212
	the contract as described in the written contract and consist Guidance on Responsibility for Recruitment Related Costs.  b. Allowable costs to workers may be permitted, consistent w Guidance on Responsibility for Recruitment Related Costs.  11. Violence or threat of violence is not tolerated under any circun including for the purposes of retaining workers.  12. The employer, or subcontractor acting on its behalf, withholds workers' pay only where it is legally required.  13. In cases where workers have opted to participate in voluntary schemes facilitated by their employer, the employer shall explain the terms and limitations of the savings scheme, and such wor unhindered access to and full control over all savings and monic consistent with the rules of the savings plan.  14. Deception in wage payment does not occur.	with the mstances, s portions of savings lain in advance rkers have
3. Employment Contracts  Written contracts of employment shall be provided to workers in a language understood by them, clearly indicating their rights and responsibilities and conditions of employment, including wages, benefits, working hours, locations of the work, living conditions, housing and associated costs, work-related hazards, and other working and employment conditions.  Workers shall be provided with a copy of the signed employment contract prior to deployment. Workers with difficulty understanding the written contract shall be given a verbal explanation of the contract's terms and conditions.  The use of supplemental agreements and the practice of contract substitution or use of supplemental agreements by the employer to	<ol> <li>All candidates are clearly informed of the rights and responsibilities and conditions of employment, and successful candidates are professed of the contract prior to deployment.</li> <li>All workers are provided a signed copy of their original contract understood by them prior to deployment. The employer and the keep an original copy of the signed employment contract.</li> <li>The employer explains the rights and responsibilities and terms conditions of the contract in a language the worker understand means to verify that the terms are clearly understood and fully the worker.</li> <li>Employment contracts shall specify the employer's responsibilities or pay the cost of return transportation at the end of employment contracts shall specify the employer's responsibilities or pay the cost of return transportation at the end of employment pay the cost of return transportation at the end of employment contracts shall specify the employer's responsibilities or pay the cost of return transportation at the end of employment pay the cost of return transportation at the end of employment contracts shall specify the employer's responsibility or pay the cost of return transportation at the end of employment contracts shall specify the employer's responsibility or pay the cost of return transportation at the end of employment employee brought into a country for work where the employer</li> </ol>	provided a copy  ct in a language he worker must  as and ds and has y agreed to by  lity to provide nent for a  lity to provide nent for an



replace an original contract or any of its provisions with a new contract or terms that are less favorable to the worker is strictly prohibited.

The required notice period for workers to terminate their contracts shall not exceed what the law requires or one month if there no local law applies.

Workers shall not be penalized for termination of their employment contract upon giving the required notice.

- national of such country where the work is taking place and the employee chooses to return there.
- 6. Employment contracts clearly specify the circumstances in which a worker can terminate his or her contract without penalty, given reasonable notice, and in accordance with applicable law. The required notice period for workers to terminate their contracts does not exceed one month if no local law applies. For vessels in the high seas: The required notice period for workers to terminate their contracts is a minimum of 10 days prior to the conclusion of the current trip.
- 7. Workers are not penalized for termination of their employment contract upon giving the required notice.
- 8. The details of working conditions described at the point of recruitment are consistent with the details contained in the employment contract at the time of hiring, and with actual job conditions and responsibilities.
- The employer prohibits the substitution of original contract provisions with those that are less favorable to the worker. Any amendments made to improve conditions are made with the knowledge and the informed, written consent of the worker.
- 10. Changes to working conditions are made with the knowledge and consent of the worker. Consent is obtained voluntarily and without the threat of penalty. No changes are made that in any way diminish the worker's originally anticipated wages, benefits, or other conditions of work; or place the worker in positions of that are considered to be of high physical risk, or cause psychological or emotional trauma, or other form of disadvantage or vulnerability.
- 11. As in the contract, it shall be communicated to the worker that there is no standard work schedule on board a fishing vessel. Fishing activity fluctuates based on catch and often requires a fisher to be on their feet performing physically demanding and strenuous work for long hours. Prospective fishers shall be briefed on the work demands of fishing vessels.



### 4. Freedom of Movement and Personal Freedom

Workers shall have unrestricted access to basic necessities such as clean drinking water and toilets during both work and non-work hours at the work site or in employer-provided or -arranged housing.

Workers' freedom of movement shall not be unreasonably restricted. Workers shall not be physically confined to the workplace or in premises such as, but not limited to, employer- or recruiter-operated residences; nor shall any other coercive means be used to restrict workers' freedom of movement or personal freedom.

Mandatory residence in employer-provided or -arranged facilities shall not be made a condition of employment, unless required by law.

- Workers shall not be physically confined against their will within the vessel or other related premises, such as living quarters; and their freedom of movement shall not be unreasonably restricted. Access to certain areas of the vessel may be restricted, particularly in consideration of the safety of the fisher, other crew members, the vessel or the product.
- 2. Workers have unrestricted access to basic necessities (drinking water, toilets) both during work and non-work hours when in work premises.
- 3. The presence of constant surveillance in the workplace or employer or recruiter-provided or arranged residences are not used as a means to restrict worker freedom of movement unreasonably.
- 4. No other coercive means are used to restrict workers' freedom of movement or personal freedom, including confiscation of personal documents, levying of financial penalties or security deposits (financial or collateral), or use of deception in wage payment and deductions.
- 5. Workers are not required to live in employer- or recruiter-operated residences as a condition of employment, unless required by law.
- 6. Workers are free to return to their home country during authorized leave, without any penalty or threat of termination.

#### 5. Retention of Personal Documents

All workers must retain full and complete control over their original copies of their personal documents. Confiscating, destroying, withholding or otherwise denying workers' access to their identity or immigration documents, including work permits and travel documentation (e.g. passports), is strictly prohibited.

Sea-Based Work: In cases where personal documents are given to boat captains for safekeeping during sea-based work, workers must receive their documents once docked, or at any time requested.

- Applicants' or workers' identity or immigration documents, including
  passports, residency or work permits, or other personal documents, such as
  bank books or automatic teller machine (ATM) cards, are not destroyed,
  concealed, confiscated, or otherwise denied access by the worker, for any
  reason.
- 2. In the event that personal documents are held by the employer or subcontractor due to legal requirements, the employer or subcontractor must
  - a. Immediately return the personal documents to the worker upon demand and without any preconditions;
  - b. Provide workers with an exact copy of personal documentation when not in their possession;
  - c. Develop written policies and procedures to prevent abuse;



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	<ul> <li>d. Nominate a responsible person to ensure workers have unhindered access to their documents upon demand; and e. Notify workers of these procedures.</li> <li>3. Workers are provided with individual secure storage space for personal documents and valuables at their employer-provided accommodation and workplace.</li> <li>4. The vessel owner will identify a designated individual (ie. Fishing masters or radio operators) who may hold on to crew's passports and/or contracts for safe keeping and to facilitate port clearance. This is generally "best practice" on a fishing vessel but is considered voluntary.</li> </ul>
6. Recruitment Fees  Workers shall not be required to pay recruitment and hiring-related fees to employers, agents or labor broker outside legally allowed fees. All fees charged to workers must be disclosed in advance and documented in a language that the workers understand.	<ol> <li>Workers are not charged any recruitment and hiring-related fees outside the legally allowed fees.</li> <li>The employer has a written policy declaring that workers shall only pay legally allowed fees to secure a job with the employer or with a supplier or subcontractor.</li> <li>The job advertisements from the employer and its subcontractors and suppliers include the statement that no fees shall be charged at any phase in the recruitment and hiring process, outside the legally allowed fees.</li> <li>The employer fully covers the cost of return transportation to the worker's country of origin upon completion of their employment contract.</li> <li>The employer has mechanisms to continuously monitor and ensure that workers are not charged any amount to secure and/or retain a job apart from legally permitted fees. Monitoring should be conducted at least annually.</li> <li>The employer, or subcontractors acting on its behalf, has means of informing jobseekers at the point of recruitment that workers do not pay fees or costs for any services directly related to obtaining employment apart from legally permitted fees.</li> <li>The employer or receiving country recruiter has a verification process to ensure that workers are not charged any recruitment and hiring-related fees outside legally allowed fees.</li> <li>There is a repayment mechanism if workers are found to have been charged fees outside the legally allowed fees.</li> </ol>



#### 7. Humane Treatment

Every worker shall be treated with respect and dignity. No worker shall be subject to any physical, sexual, psychological or verbal harassment, abuse, violence, or intimidation. Any disciplinary action exceeding legal restrictions such as imposing work, illegal fines, wage deductions and reductions in benefits as means of disciplinary action are strictly prohibited.

- 1. The workplace is free of any form of harassment, abuse, violence or intimidation.
- 2. Employers do not impose illegal disciplinary actions such as imposing work, illegal fines, wage deductions, or reductions in benefits as means of discipline.
- 3. The employer, or subcontractor acting on its behalf, has a written policy strictly prohibiting the use or threat of physical or sexual violence, harassment and intimidation, and senior management has expressed clear commitment to this policy.
- 4. The employer has a written policy prohibiting sanctions that impose illegal disciplinary action such as work, illegal fines, wage deductions, or reductions in benefits as a means to discipline workers.
- 5. Effective measures are in place to implement, monitor, and ensure employer-wide compliance with these policies.

## 8. Workplace Equality

All workers, irrespective of their nationality, legal status, or other personal characteristic, shall be treated fairly and equally. Unless, otherwise required by law, migrant workers shall benefit from conditions of work no less or more favorable than those available to country nationals, including but not limited to wages, benefits, and accommodations.

- 1. All workers, regardless of their national origin, ethnicity, race, legal status, or other personal characteristic, are treated equally in the workplace.
- 2. There will be no discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on national origin, ethnicity, race or other personal characteristic.
- 3. Migrant workers are treated no less favorably than country nationals in all aspects of employment, including but not limited to:
  - a. Remuneration, hours of work, overtime arrangements, and holidays with pay;
  - b. Access to training;
  - c. Eligibility for promotion and wage increases;
  - d. Membership in labor unions or other worker organizations;
  - e. Accommodation; and
  - f. Benefits and social insurance, including social security, maternity, paternity, sick leave, disability, and employment injury insurance where legally available to them.



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	<ul> <li>4. The employer has a written policy prohibiting discrimination.</li> <li>5. No worker or potential worker shall be subject to medical testing or physical examination that could be used in a discriminatory fashion.</li> <li>6. Security enforcement must act in a non-discriminatory fashion.</li> </ul>
9. Freedom of Association  The employer respects the rights of workers to associate and bargain collectively and enables workers to exercise their rights in accordance with applicable law. Unless otherwise restricted by law, the employer allows alternative means of independent and free association and bargaining for all such workers such as worker representatives and worker welfare committees.	<ol> <li>Employer complies with all applicable laws that pertain to freedom of association and collective bargaining.</li> <li>Employer does not discriminate on the basis of affiliation or non-affiliation.</li> <li>Employer does not allow interference by management in the organization of workers.</li> <li>Employer does not subject its workers to harassment, intimidation, or retaliation in their efforts to freely associate or bargain collectively.</li> </ol>
10. Grievance Procedure  An effective, confidential grievance process shall be established that provide a means by which any worker, acting individually or with other workers, can submit a grievance without suffering prejudice or retaliation of any kind. The grievance procedure shall include a non-retaliatory appeals process for workers who disagree with how a grievance is resolved.	<ol> <li>There is a complaint or grievance mechanism in place that provides anonymity and confidentiality and is available to workers in a language they understand.</li> <li>The employer has a grievance procedure that describes:         <ul> <li>Channels of reporting;</li> <li>Mechanism to allow workers to report to someone other than their direct supervisor;</li> <li>Procedure for management follow-up of reported grievances;</li> <li>Procedure for workers to monitor status of complaints;</li> <li>Appeal system for unfavorably resolved complaints or disciplinary actions.</li> </ul> </li> <li>The grievance procedure is communicated to all workers, including at the beginning of employment.</li> <li>Effective measures are in place to ensure that workers know how to use this procedure and feel safe and free from potential retaliation if doing so.</li> </ol>



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	<ul> <li>5. In cases where a complaint or grievan swift and transparent action was take</li> <li>6. Documentation of the investigation por</li> <li>7. Formal training on how to handle grie</li> <li>8. There is a detailed process in place to of investigation procedures.</li> </ul>	n to address it. rocess and results are kept on file.
11. Wages and Benefits	<ol> <li>Wages specified in employment contr</li> <li>If share in profits are given, it shall no</li> </ol>	
All workers shall be paid at least the minimum wage rapplicable laws and shall be provided all legally mand	ated benefits.  3. Wage payments are not deferred, dela	ayed, or withheld as a means of binding paid in intervals according to applicable
Wage payments shall be made at regular intervals, but once a month, and directly to workers, in accordance law and shall not be delayed, deferred, or withheld.	with applicable 4. Non-cash, vouchers, promissory notes are not used.	s or "in-kind" payments in lieu of wages
At time of payment, workers shall receive a wage stat slip.	<ul> <li>5. Wage rates and payments are calculated the calculation and payment of wages clearly explained to and understood be with a wage statement or pay slip.</li> </ul>	s, including legal wage deductions, are
Only deductions, advances, and loans authorized by a permitted and, if made or provided, shall only be take consent and understanding of workers. Information s	7. No unlawful or unauthorized deduction deductions from wages are clearly desundertaken with written worker conscious.	
to workers in a language they understand about hour pay, and the calculation of legal deductions and must their employment contract or agreement.	be written into 8. Wage deductions levied for tardiness	
All workers must retain full and complete control ove		_

rates, comply with the law, at a minimum. Additionally:

timeframe not exceeding six months;

a. Interest rates and repayment terms are fair. Payments do not exceed 10

percent of a worker's monthly wage, such that loans can be repaid in a

forced to work in order to pay off a debt.

Wage deductions must not be used to keep workers tied to the

employer or to their jobs. Workers shall not be held in debt bondage or



STF.AS.S.001	STF Vessel Auditable Standards	V.2. 20181212
Deception in wage commitments, payment, advances, prohibited.  The freedom of workers to dispose of their wages as t limited in any way.	b. The calculation of interest rates for loar deductions made for their repayment a transparency to the worker;	revailing local market bank rates; repayment are agreed to by both required to participate in any form recoup costs associated with ded or arranged housing and food, paid by local workers; in earning a profit at workers' ment fees or other fees paid by r. ver their earnings and are free to
12. Working Hours  Workers shall not be required to work in excess of the permitted by applicable law and/or collective agreeme affords the greater level of protection for workers.	ents, whichever 3. Workers are free to refuse overtime work volume punishment or reprisal.	without threat or fear of
For land-based work: Workers shall be provided with verequired by law. Where the law is silent, normal working not exceed eight per day and 48 per week, total working lincluding overtime shall not exceed 60, and one day or day work period shall be provided.	ing hours shall ng hours  5. For vessels remaining at sea for more than may include no less than 10 hours in any 24	three days, minimum hours of rest 4-hour period; and average 77



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All overtime shall be voluntary. No worker shall be made to work overtime under the threat of penalty, dismissal, or denunciation to authorities. No worker shall be made to work overtime as a disciplinary measure, or for failure to meet production quotas.	<ul> <li>6. The minimum period of 10 hours of rest per day may be reduced to no less than six hours during active fish catching and fish processing. However, the fisher shall receive compensatory periods of rest as soon as practicable.</li> <li>7. From time to time, it is recognized that demands on the vessel may require variations from a schedule that provides for regular periods of rest. Under those circumstances, such variations shall be reasonable and compensatory periods of rest shall be made available to fishers as soon as practicable.</li> </ul>
Workers must be made aware of their rights and responsibilities at the time of hire, including the terms and conditions of their employment contract, the provisions of this Code and all applicable laws and regulations of their home country, the country where the work is performed, and of any country and jurisdiction contracting the work.  Workers must be trained upon arrival in the receiving country on the employer's workplace rules and procedures, the grievance process, the housing arrangements (if provided or arranged by the employer), and the conditions of work, including any health and safety hazards and the precautions needed to protect personal safety.	<ol> <li>All written information and training is provided in a language understood by the workers.</li> <li>Workers are made aware of their rights and responsibilities, both verbally and in writing, at the time of hire including the provisions of this Code and all applicable laws and regulations of their home country, the country where the work is performed, and of any country and jurisdiction contracting the work.</li> <li>Pre-departure orientation is conducted to review contractual obligations, terms and conditions of work and other matters including but not limited to living conditions, employer policies, and the grievance mechanisms in place for workers.</li> <li>Workers are trained upon arrival in the receiving country on the employer's workplace rules and procedures, the grievance process, the housing arrangements (if provided or arranged by the employer), and the conditions of work, including any health and safety hazards and the precautions needed to ensure personal safety.</li> <li>The employer evaluates the effectiveness of its training and awareness efforts by measuring worker knowledge upon completion of training and periodically thereafter using surveys, interviews and other means.</li> </ol>
14. Private Employment Agencies & Recruiters	<ol> <li>The employer and its suppliers hire workers directly whenever possible.</li> <li>When the recruitment, selection, and hiring of workers is undertaken by a private employment agency or other third-party, suppliers ensure that the</li> </ol>



Employers shall hire workers directly whenever possible. When the subcontracting of recruitment and hiring is necessary, employers shall ensure that the labor agencies they engage operate legally, are certified or licensed by the competent authority in their country of operation, do not charge the worker illegal recruitment fees, use only workers trained on the Code and legal rights, and do not engage in fraudulent recruitment practices that make workers vulnerable to labor exploitation and abuse.

- agencies operate legally, are certified or licensed by the competent authority, use only workers trained on applicable Code and legal rights, and do not charge illegal recruitment fees or engage in fraudulent behavior that places workers at risk of trafficking for labor exploitation.
- 3. The employer signs a formal contract with the subcontracted agency and performs regular due diligence on the agency and its partners involved in the hiring and placement of workers.
- 4. Effective measures are established by the employer to ensure the legal compliance of sub-contractors in each jurisdiction in which they operate.
- 5. The employer and its suppliers can demonstrate that the subcontracted agency has an up-to-date license or permit to operate in all countries of operation, or any other form of registration legally required for the subcontracted agency and any partners or agents working on its behalf also have up-to-date permits or licenses or other legally required registration.
- 6. The employer and its suppliers can demonstrate that the subcontracted agency has not been cited, suspended, or otherwise sanctioned for non-compliance with any laws in any country of operation; or, where a citation for non-compliance exists, the agency can demonstrate that it has rectified the non-compliance.
- 7. The employer has mechanisms to monitor the performance of agents and recruiters to ensure that no deception, fraud and/or coercion in the recruitment, placement, transport or management of workers takes place.
- 8. The employer, or subcontractor acting on its behalf, provides jobseekers with accurate details of working conditions at the time of recruitment, including the nature of work, wages, benefits and duration of contract, and also maintains oversight conditions for each.
- 9. Details of working and employment conditions are communicated to jobseekers in a language they understand.
- Nature of work, compensation, location, terms of employment and/or physical environment are transparent, accurate, and understandable prior to deployment/employment.
- 11. The subcontracted agency has an implementing structure, an accountable officer, and clear procedures to ensure that all policies are compliant with all



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	relevant legislation and regulations. This includes a current registry of la all countries of operation; and a mechanism that ensures the agency is regularly informed of new legislation/regulations or changes in legislation/regulations.  12. The subcontracted agency has a code of conduct that prohibits forced land sets out protective measures for workers.  13. The subcontracted agency has established a mechanism for confidential reporting of noncompliance, a grievance mechanism, procedures of investigation and reporting on grievances, and protection for whistleble (e.g. Protecting identity, job security, etc.).  14. The subcontracted agency has established effective remediation procedures of verified reports of noncompliance, including mechanisms to other reimbursement of workers for any illegal recruitment fees paid.	labor al owers dures
Employers shall provide workers with safe and hygienic working and living environments in accordance with prevailing industry standards, paying special attention to prevention of accidents and incidences, management of identified hazards, fire safety, emergency procedures, worker training, first aid and access to medical services, personal protective equipment, equipment and electrical safety, noise, lighting and ventilation, sanitation, access to clean drinking water and food preparation hygiene.	<ol> <li>Workplaces are as safe as possible, and workers are trained on and use personal protective equipment, free of charge.</li> <li>First aid supplies and trained first aid personnel are available. Medical of provided for injuries, and records are kept of all work accidents.</li> <li>Persons under 18, pregnant or nursing women, or persons with incapace mental conditions, respiratory diseases, or chronic, hepatic or renal diseare not allowed to do hazardous work.</li> <li>Workers receive necessary personal protective equipment (PPE) and we clothes.</li> <li>Workers can access potable drinking water.</li> <li>Small boats with men and women have private, safe, and sanitary areas sanitary facilities are provided on larger boats.</li> <li>A workplace maintenance system in place.</li> <li>Hazards are clearly identified by signs and written instructions.</li> <li>There is a safety policy and a person is in charge of safety and policy traworkers receive training on the policy and drills on occasion, in a languate they understand.</li> <li>Workplace sanitary facilities and living quarters, where applicable, are and provided separately for men and women.</li> </ol>	care is citating eases orking , and aining.



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	<ol> <li>Fishers on boats at sea more than 3 days have</li> <li>Ship to shore communications are in place on a second se</li></ol>	all vessels. nd/or Life Rafts adequate for all pard. fety risk assessments, as well as