Thai Union
Fishing Vessel Code of Conduct
and Improvement Program v2.0

Working in partnership with our suppliers

Introduction

Thai Union Group Public Company Limited and its subsidiaries, hereafter referred to as Thai Union, set out our commitment to the safe and fair treatment of our workers in 2015 with the publication of our Business Ethics and Labor Code of Conduct. This vessel improvement program and Code of Conduct (VCoC) is an extension of the Business Labor and Ethics Code of Conduct and reflects the unique set of working conditions on fishing vessels and the fact that they require specialist consideration. The 12 ‘Fundamental Principles’ apply to every part of our business and frame both codes of conduct, however, in this document the clauses are tailored for application to vessels.

This is the second version of the VCoC since it was first published and is intended to ensure that the VCoC is up to date with best practices expected by our customers, wider industry and stakeholders. The changes have been made based on feedback from the auditors as well as our suppliers, stakeholders and consultants. The changes include the addition of a recruitment mapping exercise, the expansion of Principle 2 (to complement the Recruitment Mapping section), and the inclusion of clauses in Principle 11 ‘Business is conducted in a manner that embraces sustainability and reduces environmental impact’. And one other addition is the reporting against Principle 12, which is being activated now that time has passed and progress tracking against Corrective Action Plans should be completed. We hope that this will provide continued and increased understanding and ability to improve conditions on board vessels which will be increasingly important as markets increase their demands on supply chains and as countries ratify the International Labour Organization Work in Fishing Convention (C188).

Implementation Guidelines

The VCoC must be signed by suppliers before we enter into a new business relationship and by all of our existing suppliers. The VCoC applies to the fishing vessels in our global supply chains that supply us with fish and other seafood. Thai Union reserves the right to request information that will demonstrate the level of adherence of a supplier to the VCoC, such as through third-party audits, at any point in our business transactions. A rolling annual audit program against the VCoC will be conducted by consultancy firm(s) contracted by Thai Union. In addition, while this VCoC will be translated into other languages, the provisions of this English version shall prevail.

The VCoC includes a commitment by the supplier to develop a VIP towards meeting the clauses unconditionally and to address any gaps that are identified in an audit against clauses that are not fully met. Thai Union believes that this is an opportunity to increase transparency, demonstrate accountability and to continuously improve upon any shortfalls.

For more information please refer to the VCoC Guidance Document.
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1. Business is conducted lawfully and with integrity.

The required management systems and procedures are in place and they comply with the applicable laws, regulations and conventions. Vessels are transparent about their operations and it is possible to verify their claims. Supply chains deliver full traceability, identifying the legal origin of the seafood. All movement and transformation of seafood is documented and recorded.

   1.1 Corruption and bribery is prohibited and procedures are in place to prevent it.
   1.2 Business / financial transactions and commercial dealings are transparent and accurately recorded.
   1.3 All relevant licenses for the vessel(s) are held and are validated by the appropriate authority.
   1.4 All laws of the flag State and relevant national and international regulations are complied with.
   1.5 Vessels shall have Vessel Monitoring Systems that meet national and/or flag state requirements and/or Regional Fisheries Management Organisation requirements.
   1.6 Fishing vessels shall not have been listed or put on the Regional Fisheries Management Organization’s ‘Illegal, Unreported and Unregulated’ vessel lists and should be authorized to fish in the waters.
   1.7 Catch, storage, processing and transfer documentation is completed accurately and is shared with the relevant authorities.
   1.8 A logbook is completed with all legally required information and details such as species, date/time, weight, area, fishing gear type and, for tuna, FAD information.
   1.9 Transhipment at sea is either banned or recorded.
   1.10 For all vessels fishing on the high seas, there will be an electronic or human observer on board the vessel.
   1.11 Vessels should have a Unique Vessel Identifier and be listed on the ‘Global Record’.

2. Work is conducted on the basis of freely agreed and documented terms of employment with legal compliance.

Crew have legal contracts that they understand and can enter into freely. Crew do not pay any recruitment fees and all aspects are explained and negotiated before the contract is signed.

   2.1 Crew have a legal work permit or the right to work.
   2.2 Crew members have a signed contract written in a language that they understand, and they are issued with a copy.
   2.3 The content of the contract includes at a minimum the payment schedule, grievance and disciplinary procedures, work and rest hours, overtime, holiday, repatriation, resignation and termination (including ‘force majeure’ situations).
   2.4 No force or coercion is used to make the crew sign the contracts, or to obtain consent on contract amendments.
   2.5 Crew and employees can review and seek advice on the terms of their contract before it is executed.
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2.6 Resignation and contract termination records are maintained and kept for at least 12 months after crew contracts end.

2.7 Crew should not be charged recruitment or hiring related fees.

2.8 The terms in the contracts are met during employment on the vessel.

2.9 The employer pays for the repatriation of the crew in accordance with the employment contract.

3. All workers are treated equally and with respect and dignity.

Crew are treated with respect and dignity by their employer and co-workers, and no one is subject to any kind of abuse, harassment, intimidation or inhumane treatment.

3.1 Discrimination is prohibited and includes but is not limited to, that based on: caste, national origin, ethnicity, religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation/beliefs, pregnancy, health or disability.

3.2 On board, there is no harsh or inhumane treatment of crew, including no physical, sexual, verbal, or psychological abuse or harassment, other forms of intimidation.

3.3 Crew are accorded equal opportunity to develop their knowledge, skills and competencies.

3.4 Migrant workers are treated as equals and provisions are made to meet their welfare and employment needs in accordance with this VCoC.

4. Work is conducted on a voluntary basis with no forced or compulsory labor.

Crew are on board of their own will and are not forced to work by means of bribery or coercion. The recruitment and employment processes are legal and understood by all crew before departure.

4.1 The vessel is free from any form of forced, compulsory, bonded, indentured labor, prison labor or trafficked labor.

4.2 Personal documents of the crew are only retained according to legal procedures and they have access to these documents.

4.3 Freedom of movement is not unreasonably restricted during work or non-work hours.

4.4 Records of employment, contracts and legal verification are maintained.

4.5 Everyone has the legal right to work.

4.6 For vessels in the high seas:

4.6.1 Workers have the freedom to terminate their employment exercised at the next regularly scheduled port visit with a minimum notice to the Captain of 10 days before the nominated port visit.

4.6.2 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 the contract as described in the written contract.

4.7 The vessel / vessel company covers the cost of repatriation of the crew in event of contract or trip end or contract termination.
5. All workers are of an appropriate age.

Crew are of legal age for working on board a fishing vessel and the tasks assigned to them are appropriate for their age and level of experience. There are processes in place to verify the age of new recruits to ensure that child labor is not used.

5.1 The age of every crew member is verified before a contract is signed.
5.2 For crew between the minimum age and 18, a risk assessment will be conducted of the tasks that the individual will complete and any relevant hazards.
5.3 The minimum age is to be set by the legal authority i.e. the coastal or flag State.
5.4 Documentation for crew under 18 must be maintained and produced upon request.

6. All workers are paid fair wages.

Remuneration of the crew is legal and full records are maintained. The procedures for payments are documented and understood by all crew members.

6.1 Legal payroll records that include bonuses and deductions are maintained.
6.2 Pay slips (or receipts) are issued to crew which clearly detail all aspects of the transactions, such as, regular and overtime hours worked, regular and overtime earnings, and any legal or agreed deductions.
6.3 Crew are paid monthly or other regular payments (not less than one per quarter).
6.4 Deductions shall not be made unless for disciplinary or other contractual reasons (e.g. advances), and are made in writing to the crew member.
6.5 Wages are paid directly to the crew or, at no extra cost, they are transmitted in all or part to a designate(s) of the crew member.
6.6 The crew are paid at least the minimum wage and this is agreed in the crew contract.

7. Working hours for all workers are reasonable.

Crew work and rest on board the vessel in a structure that is fair to the crew and allows the vessel to operate safely. The number of hours complies with the law and as agreed in crew contracts.

7.1 A list of the crew and accurate time records for each member are maintained.
7.2 All vessels of 24 meters in length and over must establish a ‘minimum level of manning’ for the safe navigation of the vessel, specifying the number and the qualifications of the fishers required.
7.3 For vessels remaining at sea for more than three days, minimum hours of rest must not be less than 10 hours in any 24-hour period; and 77 hours in any seven-day period.
7.4 The minimum period of 10 hours of rest per day may be reduced to no less than six consecutive hours during active fish catching and fish processing, however the fisher shall receive compensatory periods of rest as soon as practicable.
8. **All workers are free to exercise their right to form and/or join trade unions and to bargain collectively where permitted by law.**

Crew shall have the right to join or establish associations of their own choice and bargain collectively without prejudice to the skipper’s command and overall responsibility for the safety of the crew and the safe operation of the vessel.

8.1 Crew have the right to freedom of association and are able to join any unions and organise themselves.

8.2 Crew have the right to operate the power of collective bargaining.

8.3 Any collective bargaining agreement or labor contract covering crew members shall be made available by the Captain or vessel owner to the crew upon request.

9. **Workers’ health and safety are protected at work.**

The working conditions on board the vessel are safe and sanitary and ensure that the basic needs of the crew are met. The health and safety of the crew is a priority and provisions are in place for any medical emergency.

9.1 The vessel is sea worthy, inspected regularly and health and safety issues are assessed.

9.2 Health and safety policies and training are in place to cover risks to the crew, and they are based on a comprehensive risk assessment for the vessel.

9.3 For working on a vessel over 24 meters, the crew members must have a full medical certificate.

9.4 Working medical equipment and lifesaving equipment are on board the vessel and are suitable for the number of crew members and the length of the voyage.

9.5 At least one person on board is qualified or trained in first aid and to use the medical equipment on board.

9.6 Records of sickness and injuries are maintained.

9.7 In an event of serious injury, crew have the right to go ashore.

9.8 Crew are provided with personal protective equipment and working clothes (in accordance with the H&S risk assessment) at no cost to the worker, and are replaced if broken due to normal wear and tear.

9.9 Crew members have access to basic necessities, such as potable water and toilets during work and non-work hours.

9.10 The amount of water (and food for extended trips) is assessed against the crew numbers for every voyage.

9.11 Hazardous areas that pose a safety risk are restricted to unexperienced or unskilled crew members.

9.12 The life rafts (or boats) have enough space for every crew member, are easily mobilized and everyone is trained to use them in an emergency event.

9.13 Vessels have a private sanitary area, and facilities are provided.
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10. Workers have access to fair procedures.

The vessels have fair and transparent procedures to ensure that the ending of contracts, grievances and disciplinary actions are conducted fairly and confidentially. Any incidences are dealt with without repercussions for the crew member and are monitored as they progress to an unbiased resolution.

10.1 There is a system to effectively monitor and report concerns and grievances that allows crew / workers to raise issues without being put at risk of negative repercussions.

10.2 The procedures for the ending of contracts, grievances and disciplinary actions are widely communicated to the crew prior to departure and any questions are addressed.

10.3 The procedures include, but are not limited to, a description of: confidentiality, channels of reporting, a mechanism to report to someone other than their direct supervisor, how to follow-up on a reported grievance, how crew can monitor the status of their complaint, prohibiting retaliation, and an appeal system for unfavorably resolved complaints and disciplinary actions.

10.4 Grievance matters are investigated and result in swift unbiased and fair resolution.

10.5 Auditors or inspectors are able to interview workers in a safe environment.

11. Business is conducted in a manner that embraces sustainability and reduces environmental impact.

Thai Union encourages all fishing vessels to operate responsibly and in a manner that respects the ecosystem and reduces impact on the marine environment. Vessels should operate best practice standards and comply with applicable conventions and laws.

11.1 Vessels and fishing companies must be able to demonstrate that they meet the conservation management measures of the Regional Fisheries Management Organisation, the laws of the flag State and/or any relevant international convention.

11.2 An effective environmental management plan should be in place to manage legal compliance as well as, but not limited to, the use of hazardous chemicals; waste, wastewater and air pollution generation; water and energy consumption.

11.3 Training is provided to all relevant personnel to ensure knowledge of and compliance with all necessary legal requirements, resolutions and best practices pertaining to environmental management.

11.4 Tuna vessels must comply with the conservation measures of the International Seafood Sustainability Foundation.

12. Progress and compliance are monitored.

Compliance with the VCoC is reinforced through monitoring and checks against its clauses. A VIP is initiated if any major or critical non-compliances are identified.

12.1 Work activities should be monitored against this VCoC.

12.2 Reviews of the systems and policies should be completed regularly.

12.3 No crew or employee shall be disciplined or dismissed for providing truthful information or assisting in the application of this VCoC.
12.4 A VIP is to be initiated if ‘Areas For Continuous Improvement’ are identified during an audit against this VCoC.

12.5 A VIP will include documentation of the actions identified, milestones and time scales.

Recruitment Mapping Exercise

The purpose of the recruitment mapping exercise is to extend the audit program of the VCoC to include additional clauses and indicators specifically relating to the ethical recruitment of fishers. This addition aims to provide clear guidance on how recruitment should be conducted in the fishing sector and new codes / standards which have been developed over the last couple of years. An example, is the Seafood Taskforce Vessel Auditable Standard: 14. Private Employment Agencies & Recruiters, and this extension to the VCoC ensures that the content is covered by the TU program in the following documents; the VCoC, the Guidance Document and Auditor procedures and handbooks.

The recruitment mapping exercise can be conducted at a fleet level rather than a vessel level. And as such can be completed as a separate but complementary part of an audit.

RM.a The vessel owner follows an established due diligence process for all recruiters / agencies that it does business with.

RM.b The vessel owner has a contract in place with the recruiter / agency which sets out the agreed terms and conditions for the arrangement for the provision of recruits.

RM.c The labor recruiter or subcontracted agency is operating legally and can demonstrate that they are practicing responsible recruitment.
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The channels for reporting on breaches are as follows:

Address: 72/1 Moo 7, Sethakit 1 Road, Tambon Tarsrai,
Amphur Muang, Samutsakorn 74000, Thailand
Telephone: +66 (0) 3481-6500  Fax: +66 (0) 3481-6499

Confidential Email: VesselCode@thaiunion.com
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Failure to comply with this Code of Conduct or recommended remedial action will result in supplier contract termination and legal actions, without recourse.

Announced on 25th February 2022.

Mr. Cheng Niruttinanon
Executive Chairman
Thai Union Group PCL

Mr. Thiraphong Chansiri
President & CEO
Thai Union Group PCL
Thai Union
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Acknowledgement and Acceptance

This is to certify that I have fully read and understood the Thai Union Vessel Code of Conduct. As an authorized representative of the company, I hereby commit my company and or vessel(s) to comply with this Code of Conduct. If non-compliances are identified, then we will initiate a work program that will deliver any required improvements.

Supplier: __________________________

Address: __________________________

Representative: _____________________

Signature: __________________________

Date: _______________________________