

# Thai Union Fishing Vessel Code of Conduct and Improvement Program v3.0



## **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 Fishing Vessel Code of Conduct and Improvement Program (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 special consideration. The 12 'Fundamental Principles' apply to our business and frame both codes of conduct. However, in this document the clauses are tailored for application to vessels.

This is the third version of the VCoC since it was first published and is intended to ensure that the VCoC stays apace with best practices and evolving expectations by our customers, wider industry, and stakeholders. The changes have been made based on feedback from the auditors as well as our customers, suppliers, stakeholders, and consultants. 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).

The VCoC does not void obligations of the business or workers under applicable law.

### **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 and is applicable to everyone on board the vessel at sea. 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.

Management of the VCoC, audits, auditor competence and data management are internal to TU and subject to independent review. For more information, please refer to the VCoC Guidance Document. The VCoC is to be used in conjunction with the interpretations within the Guidance Document and Auditor Handbook.

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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 assertions of adherence with the VCoC. Supply chains deliver full traceability, identifying the legal origin of the seafood. All movement and transformation of seafood is documented and recorded. Clear responsibility is assigned for operational procedures to be in place to implement human rights policies and training is provided to both crew and policy implementers. Suppliers and auditors refer to the Handbook on what a human rights policy should include.

- 1.1 Corruption and bribery are prohibited, and written procedures are in place to prevent it.
- 1.2 There is a human rights policy in place and all workers, including those responsible for implementing the policy, are aware of the policies in place. Crew shall have access to a grievance procedure if the human rights policy is not upheld (refer to principle 10).
- 1.3 Business/financial transactions and commercial dealings are transparent and accurately recorded.
- 1.4 All relevant licenses for the vessel(s) are held and are validated by the appropriate authority.
- 1.5 All laws of the flag state and relevant national and international regulations are complied with. Where applicable law sets a different level of adherence than the requirements of the VCoC, whichever affords more stringent protections for workers should be followed provided that compliance with applicable law is not compromised.
- 1.6 Vessels shall have Vessel Monitoring Systems that meet national and/or flag state requirements and/or Regional Fisheries Management Organization requirements.
- 1.7 Fishing vessels shall not be listed on a Regional Fisheries Management Organization's or national 'Illegal, Unreported and Unregulated' vessel lists and should be authorized to fish in the waters.
- 1.8 Catch, storage, processing and transfer documentation is completed accurately and is shared with the relevant authorities in accordance with applicable traceability and chain of custody rules.
- 1.9 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.
- 1.10 Transshipment at sea is either banned or recorded.
- 1.11 For tuna vessels fishing on the high seas, there will be an electronic or human observer on board the vessel.
- 1.12 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.

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- 2.2 Crew members have a signed contract written in a language that they understand, and they are issued with a copy. Copies of crew contracts are available on board the vessel and available upon request.
- 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. Employers should not prohibit amendments to be made to the contracts (within reason) as per 2.5. If the employer wishes to make changes to the work contract, then the employer should notify the crew in a comprehensive manner before any changes are made (i.e. before departure from the country of origin).
- 2.5 Crew and employees can review and seek advice on the terms of their contract before it is executed.
- 2.6 Resignation and contract termination records are maintained and kept for at least 12 months after crew contracts end.
- 2.7 Crew are not 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 timely 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 coworkers, 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 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, or 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.  
If any reports of forced labor are raised, the entity shall have procedures in place to promptly investigate and, if warranted, implement remediation (such as compensation for personal and material damages) and these actions shall be recorded and reported as required.

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- 4.2 Personal documents of the crew are only retained according to legal procedures, and they have unrestricted 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 If the fishing company is using crew from overseas the vessel/vessel company covers the cost of transportation to the vessel at the start of a crew's contract and the repatriation of the crew in event of contract or trip end or contract termination. Transportation to the vessel whilst the vessel is at sea should be fit for purpose.

## **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 illegal child labor is not used. The VCoC may allow for training/apprenticeship schemes that are in line with applicable national legal requirements and the specific nature of the duty performed will not have a detrimental impact on the health or well-being of the trainee/apprentice.

- 5.1 The age of every crew member is verified before a contract is signed.
- 5.2 The minimum age for working on a vessel is to be set by the applicable legal authority (i.e., the coastal or flag state). For states that do not provide a minimum age by law, the minimum age for work on board a fishing vessel shall be 16 years.
- 5.3 Documentation for crew under 18 must be maintained and produced upon request.
- 5.4 Crew under the age of 18 do not perform work at night or in hazardous conditions.
- 5.5 Remediation plans must be put in place promptly if a crew member is verified to be below the legal age to work or between the minimum age and 18 and has been found to have conducted work at night or in hazardous conditions. Remediation plans must consider physical and psychological harm caused to the workers.

## **6. All workers are paid fair wages.**

Remuneration of the crew is legal and appropriate 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.

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- 6.3 Crew are paid monthly or other regular payments (not less than one per quarter). The use of non-cash, vouchers, promissory notes, or 'in-kind' payments in lieu of minimum wages is prohibited.
- 6.4 The use of monetary deposits, financial or collateral guarantees or personal possessions is prohibited.
- 6.5 Illegal deductions shall not be made and this should be verified including any deposits charged to crew illegally.
- 6.6 Any goods and services sold or provided to the crew must be at fair and reasonable prices. The crew should not be compelled to make use of any stores or services.
- 6.7 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. Any conversion rate that is applied must be based on current fair market exchange rates and justifiable.
- 6.8 If the possibility of advances and loans to crew is provided, then the terms and conditions (including but not limited to corresponding interest rates) shall be documented and provided to crew in an understandable manner. The terms and conditions of the loan should be fair and reasonable and not exceed the limit prescribed by applicable national legal requirements. No loan agreements shall be used to bind crew to employment.
- 6.9 The crew are paid at least the minimum wage, and this is agreed in the crew contract or collective bargaining agreement (where applicable) whichever is higher. Employers do not have any control over how the crew spend their wages and what they do with their wages post transaction. Employers do not apply any charge for the withdrawal of crew wages from the employer or a third-party.

### **7. Working hours for all workers are reasonable.**

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

- 7.1 A list of the crew and any other workers is maintained.
- 7.2 Accurate time records for each crew member are maintained and regularly reviewed to ensure working hours are in line with the particulars set out in 7.4 and 7.5.
- 7.3 Vessels must establish a 'minimum level of manning' for the safe navigation of the vessel, specifying the number and the qualifications of the fishers required, including competency of the skipper.
- 7.4 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.
- 7.5 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 crew shall receive compensatory periods of rest as soon as practicable.



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## **8. All workers are free to exercise their right to form and/or join trade unions and to bargain collectively.**

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 organize themselves.
- 8.2 Crew are made aware that they have the right to freedom of association and collective bargaining and informed on how to access existing worker organizations (where applicable).
- 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.
- 8.4 Any duly elected worker representatives of trade unions and other worker organizations have the ability to carry out their representative functions without impediment.
- 8.5 Where there are no legal protections for the right to freedom of association and collective bargaining, the company shall engage workers through alternative lawful mechanisms that allow worker representatives to enter into a dialogue about resolving workplace issues.

## **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 medical emergencies. In no circumstances should the requirements within the VCoC impair the right and duties of the skipper or the entity from performing work necessary for the immediate safety of the fishing vessel, persons on board, or the purpose of giving assistance to other boats or ships or persons in distress at sea.

- 9.1 The vessel is seaworthy, inspected regularly and health and safety issues are assessed. Machinery and major equipment should be registered, inspected, and certified in accordance with the applicable national legal requirements including but not limited to radio and satellite communications.
- 9.2 The vessel owner shall assign responsibilities and operational procedures for development, implementation, and maintenance of occupational health and safety requirements.
- 9.3 Hazardous areas that pose a safety risk are restricted to inexperienced or unskilled crew members. This includes but is not limited to fire exits, escape routes, firefighting equipment, and fire alarms to be clearly marked. Emergency equipment needs to be accessible and exits clear of any obstacles.
- 9.4 The life rafts or boats have enough space and supplies for every crew member, are easily mobilized, accessible and everyone is trained to use them in an emergency event.

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- 9.5 Health and safety policies and recurring regular training in a language the crew understands are in place to cover risks to the crew, and they are based on a comprehensive risk assessment for the vessel. Communication of risks and vessel-specific health and safety training is provided to crew during paid work hours. Risk assessments are updated at least annually (or at more regular intervals) and promptly after any significant incidents occur or materially new systems are put in place.
- 9.6 Training on board the vessel shall include but not be limited to fire safety, rescue, evacuation, and survival procedures in accordance with the risk assessment.
- 9.7 Policies and procedures for the prevention of accidents, injuries and diseases should be established based on the comprehensive risk assessment taking into account any specific hazards.
- 9.8 Records of sickness and injuries are maintained. This should include but not be limited to the cause of the incident, when it occurred, and the appropriate corrective action that is taken to seek to prevent recurrence of similar incidents.
- 9.9 Health and safety training is repeated to new and reassigned crew when changes in fishing vessel activities or equipment present materially new risks. Crew should be remunerated for training that is required by their employer in accordance with the terms and conditions of their contracts.
- 9.10 At least one person on board is qualified or trained in first aid and to use the medical equipment on board.
- 9.11 In an event of serious injury, crew have the right to go ashore.
- 9.12 For working on a vessel over 24 meters, the crew members must have a full medical certificate to demonstrate that they are fit to perform their duties under their work agreement.
- 9.13 Crew and other on-board personnel are provided with personal protective equipment (PPE) and working clothes (in accordance with the health and safety risk assessment) at no cost to the worker, and are trained in the use and monitoring of PPE. PPE are replaced if broken due to normal wear and tear.
- 9.14 Crew and other personnel have the opportunity to communicate risks and potential threats to health and safety of themselves and others without fear of retaliation.
- 9.15 Medical equipment (including first aid kit and appropriate medicine) and lifesaving equipment are accessible and are suitable for the number of crew members and the length of the voyage and are within the expiry dates.
- 9.16 Crew members and other personnel have access to basic necessities, such as potable water and toilets during work and non-work hours.
- 9.17 The amount of water and food is assessed against the crew numbers for every voyage to ensure that it is of nutritional value, quality, quantity and variety, having regard as well to the fishers' religious requirements.
- 9.18 Vessels have a private sanitary area, and facilities are provided. Crew accommodation shall be suitable for the number of employees and length of time on board with regards to quality (e.g., ventilation), space, and equipment.

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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. Incidences are dealt with without repercussions for the crew members 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 at an appropriate time such as a meeting or during a training session.
- 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. Records of reported grievances and any disciplinary actions shall be maintained.
- 10.4 There shall be no unlawful disciplinary action used such as imposing work or unlawful fines as a means of disciplinary action against crew.
- 10.5 Grievance matters are investigated, recorded, and result in timely unbiased and fair resolution.
- 10.6 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 should be able to demonstrate that they meet the conservation management measures of the Regional Fisheries Management Organization, 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 relevant personnel to ensure knowledge of and compliance with 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.



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## **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/improvement plans should be monitored against this VCoC and recruitment mapping exercise.
- 12.2 Reviews of the systems and policies should be completed regularly and reported on a self-assessment checklist that is generally implemented at least once every 365 days.
- 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 and recruitment mapping exercise.
- 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 remains aligned with new codes/standards. 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 Thai Union 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. The use of employment agencies/arrangements does not result in voiding obligations to workers under applicable national labor and social security laws.

- RM.a There is an established due diligence process for all recruiters/agencies.
- RM.b There is 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 and/or complaints, appeals, and feedback 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](mailto: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 action, without recourse.**

**Announced on December 19, 2023**

A blue ink signature of Mr. Cheng Niruttinanon, consisting of several fluid, connected strokes, positioned above a horizontal dotted line.

**Mr. Cheng Niruttinanon  
Executive Chairman  
Thai Union Group PCL**

A blue ink signature of Mr. Thiraphong Chansiri, featuring a large initial 'T' followed by several cursive letters, positioned above a horizontal dotted line.

**Mr. Thiraphong Chansiri  
President & CEO  
Thai Union Group PCL**

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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, including the diligent implementation of any Areas For Continuous Improvement identified pursuant to a VIP.

Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_