

EMPLOYMENT CONTRACT POLICY GUIDELINES

**FIJI'S SOCIAL POLICY GUIDELINES FOR FIJI FISHING INDUSTRY ASSOCIATION
PREPARED BY LRQA & CONSERVATION INTERNATIONAL**

A collaboration between Conservation International, LRQA and Fiji Fishing Industry Association.
Thank you to all those who provided input and feedback



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How to Use this Document

These Employment Contract Policy Guidelines (Guidelines) have been co-developed by Conservation International (CI) and LRQA in consultation with local governments, fishing industry partners, local civil society organisations and worker organisations.

These Guidelines provide a practical roadmap for all Fiji Fishing Industry Association (FFIA) to develop or strengthen policies that support compliance and advance social responsibility standards. They are part of a series of policy guidelines that address various human and labour rights issues. Collectively, these guidelines form a policy guidance that aims to:

- Support FFIA members to understand what human and labour rights are and why companies should safeguard human rights and implement remediation.
- Provide step-by-step guidance on how companies can manage and safeguard human rights in own operations and supply chains.
- Signpost tools and resources to support human rights safeguards.

Recognising that implementation will vary across organisations, these Guidelines have aligned recommendations with Fiji's national laws, regional frameworks and international conventions. It also incorporates indicators from the [Social Responsibility Assessment Tool for the Seafood Sector](#) to help organisations build awareness of fundamental human rights obligations and implement operational safeguards.

Scope

The policy guidance encompasses a wide range of labour practices, including recruitment, working conditions, wages, health and safety, and worker welfare. It covers every stage of the employment cycle, from hiring to repatriation, supporting FFIA members' compliance and alignment with local law and international standards.

Specifically, it covers the following Social Improvement Areas which were deduced from the implementation of the 2023 Social Responsibility Assessment (SRA) of the Fiji Fishing Industry Longline Fleet, and the subsequent ground truthing workshop with industry, government, and local civil society organisations.

- Occupational Health and Safety (OHS) at Sea;
- Forced Labour;
- Child Labour;
- Employment Contracts;
- Corporate Responsibility and Transparency; and
- Freedom of Association and Collective Bargaining.

Applicability

These Guidelines provide a blueprint for fishing companies at all stages in developing their approach to human rights. It is framed around the **Minimum**, **Good** or **Best** practices fishing companies and vessel owners can implement. The framework below will help companies evaluate the current maturity level of your approach to human rights, and what steps you need to take to improve your management systems.

	Framework Definition	Maturity Level of Human Rights Approach
Minimum	If the policies and procedures in this category are implemented, this will reflect minimum compliance with Fiji national legislation, regional frameworks, and SRA performance indicators.	<ul style="list-style-type: none"> You are in the early stages of developing your approach to human rights. You have made some commitments as a company and have basic policies and procedures in place, most of which are focused on your own operations. Policies exist but little detail is provided on operational processes, governance, worker training and communication. There is no process to monitor adherence to ensure compliance.
Good	If the policies and procedures in this category are implemented, this will reflect compliance with Fiji national legislation, regional frameworks, and SRA performance indicators, as well as efforts to go above and beyond minimum compliance.	<ul style="list-style-type: none"> You are committed to human rights, understand what your risks and priorities are for your own operations and your supply chains. You invest in resources to prevent and reduce those risks. Your workers have received training but there is a limited/weak process to ensure compliance.
Best	If the policies and procedures in this category are implemented, this will reflect compliance to Fiji national legislation, regional frameworks, and SRA performance indicators, as well as reflecting a best practice approach to managing and addressing human rights topics.	<ul style="list-style-type: none"> Your human rights approach is led by your board and/or executive management. You are making progress in preventing, reducing and remedying risks in your own operations and your supply chains. Your workers have received effective training and there is a robust process to ensure compliance.

1. What is an employment contract and why is it important?

An [employment contract](#), or a work agreement, refers to articles of agreement or similar arrangements governing a worker's living and working conditions, including offshore work on board a fishing vessel and onshore work. It specifies the rights and obligations of both parties, ensuring clarity and mutual understanding.

In the context of the fishing industry, where workers often operate in remote and challenging conditions, a well-structured employment contract is vital for safeguarding workers' rights and promoting fair labor practices. For some small-scale fishers, oral contracts are the norm and may make it difficult to seek redress for pay-related problems.¹ Minimum standards for a [fisher's](#) work agreement provide a foundation for acceptable working conditions, ensuring that all workers receive fair treatment and protection under the international standards and national legislation.

2. What are the compliance requirements?

The employment conditions for fishers are protected through a comprehensive framework of international conventions, regional agreements, and national legislation.

International conventions and regional frameworks set the minimum standards for a fisher's employment contracts. The ILO Work in Fishing Convention, 2007 (No.188), outlines specific provisions related to working hours, safety measures, wage payment and overtime compensation, and other requirements for written work agreements. See **Appendix IV** for the minimum particulars of fisher's work agreement as set out in the ILO C188 Work in Fishing Convention.

Additionally, regional initiatives such as the Forum Fisheries Agency's (FFA) the [Harmonised Minimum Terms and Conditions](#) ('HMTCs') also set out conditions related to crew welfare, safety and employment conditions for written agreements that are largely aligned with the international standards. Fiji's participation in the regional initiative evidences its commitment to the international standards.

In Fiji, national legal framework governing employment contracts is primarily governed by the [Employment Relations Act 2007](#). This law mandates that all employment agreements be in writing and comprehensible to the employee. Fiji's immigration policies require that non-citizen maritime crew members possess valid work permits, which include a mandatory employment contract. This contract must adhere to national labour laws and be understood by the worker, with provisions for repatriation and other essential rights.

3. Practical Steps: What do you need to do?

¹ See [ILO training package on inspection of labour conditions on board fishing vessels](#).

This section outlines the **Minimum**, **Good** and **Best** practices for the provision of an employment contract in the fishing industry. See **Appendix I** for the international and local regulations relating to the Minimum practices, and **Appendix II** for additional tools and resources to adopt these practices in your own policies and procedures.

	<u>MINIMUM</u>	<u>GOOD</u> In addition to MINIMUM	<u>BEST</u> In addition to GOOD
Policies & Management Systems	<p>M1 Provide a written contract or agreement to all workers. An employment contract should at a minimum:</p> <ul style="list-style-type: none"> • Comply with the local laws and regulations. • Be clear, simple and accessible in a language workers understand. • Include all minimum particulars set out in Annex 6 of the Harmonised Minimum Terms and Conditions, and Annex II of the ILO C188 Work in Fishing Convention. See Appendix IV for details. • Commit to providing workers with decent working and living conditions. See the Occupational Health and Safety Policy Guidelines for additional information. • Respect equal treatment of Fiji nationals and all migrant workers in employment and working conditions, regardless of contract types (e.g., per-trip, fixed-term, etc.). 		<p>Ensure that the terms set out in the employment contracts are clearly understood by workers.</p> <ul style="list-style-type: none"> • Provide a verbal explanation of the employment contracts in a language workers understand prior to signing. • Provide a one-page summary of essential terms (wages, working hours, leave policies, grievance mechanisms) to help workers quickly reference their rights without navigating complex legal jargon.
	<p>M2 Establish a clear procedure for workers to accept the employment offer and sign their contract.</p>	<p>Provide workers with a minimum of 72 hours to review and seek advice on the terms set out in the contract before signing.</p>	<p>Ensure the maintenance of records concerning the worker's work and the means for settling contractual disputes.</p>

	<u>MINIMUM</u>	GOOD In addition to MINIMUM	BEST In addition to GOOD
	<ul style="list-style-type: none"> • Ensure that a written contract is agreed to and signed by workers and their employers before the commencement of employment. • Ensure that contracts are signed voluntarily and not under duress. • Prohibit the use of migration status to coerce or pressure workers to give consent for contracts. • Keep a signed copy of the employment contract. • Make a signed copy available to workers. • Respect workers' rights to withdraw from the recruitment process at any point. 		<ul style="list-style-type: none"> • Maintain documentation of when and how contracts are offered to workers. • Assign a dedicated HR manager to each contract to manage any related contractual disputes.
	<p>M3 Ensure that there is no discrepancy between the signed contract and the actual employment conditions.</p> <ul style="list-style-type: none"> • Ensure that the initial contract signed by the worker is not substituted at a later stage for another contract, unless for better working and living conditions and agreed upon with the workers. • Obtain the worker's free and informed consent in writing for any change of terms and conditions in their employment contract. • Provide written notice for any changes affecting terms and condition of employment due to disciplinary, medical or mental issues, and allow workers fair 	-	-

	<u>MINIMUM</u>	GOOD In addition to MINIMUM	BEST In addition to GOOD
	opportunity to accept or terminate employment.		
Terms of employment contracts (including wage payment, overtime compensation & benefits)	M4 Establish a mechanism for workers to record hours worked. <ul style="list-style-type: none"> Maintain complete and accurate records of attendance and timesheet for all workers. 	A mechanism for workers to record hours worked is in place. <ul style="list-style-type: none"> Use digital or paper logbooks with clear instructions, including fields for start/end time of shifts, rest periods, and emergency work exceptions (with skipper authorisation). Provide workers with training on filling out activity logs and verify entries under their names. 	A mechanism for workers to record hours worked is in place and well implemented. <ul style="list-style-type: none"> Establish an independent, third-party oversight mechanism for verification of working hours. Allow worker-led reviews and enable crew members to sign off on their recorded hours monthly and report discrepancies anonymously. Use vessel monitoring systems to supplement manual records and verify working hours.
	M5 Establish the minimum hours of rest to be provided to fishers in written contracts. Minimum hours of rest should not be less than: <ul style="list-style-type: none"> 10 hours in any 24-hour period; and 77 hours in any seven-day period. When necessary, implement a split rest period system to ensure compliance with minimum rest hours and meet operational demands. <ul style="list-style-type: none"> Divide daily rest hours into split periods (e.g., split 10 rest hours into 6 hours and 4 hours). 	Document the rest periods and hours and maintain the records on file with the worker's attendance records.	-
	M6 Ensure that workers receive decent and regular remuneration.	-	<ul style="list-style-type: none"> Offer performance-based bonuses to mitigate income volatility. Adopt digital wage payments where feasible to ensure

	<u>MINIMUM</u>	GOOD In addition to MINIMUM	BEST In addition to GOOD
	<ul style="list-style-type: none"> • Pay workers at least the legal minimum wage per hour, as per Fiji’s national law. • Update the minimum pay rate regularly to stay compliant with any changes in the national law. • Specify procedures used to determine pay (e.g., base wage, weighing, grading, etc.) in the employment contract. • Pay wages to workers monthly or at other regular intervals as set out in their employment contracts. • Prohibit wage deductions for any work-related expenses. • Ensure that the remuneration systems do not require the withholding of payment to workers as a means of forced collateral. • Provide a pay slip, payment advice, or a written receipt with earnings and deductions itemised for every pay period. • Ensure that pay slips are in a language workers understand and include pictorial formats for low-literacy crew. • Ensure that pay slips explain deductions clearly. <p>When a shared remuneration system (e.g., a lay system, a share of production or catch, etc.), specify the amount of the share and the method of calculating such share in the employment contract.</p>		<p>traceability and reduce cash dependency.</p>

	<u>MINIMUM</u>	GOOD In addition to MINIMUM	BEST In addition to GOOD
	M7 Ensure that overtime is always voluntary. <ul style="list-style-type: none"> • Ensure that workers are free to refuse overtime work without the risk of dismissal. • Prohibit unreasonable increase in production and/or catch targets without pay that necessitates overtime work. 	-	Monitor and control the overtime hours of workers.
	M8 Pay overtime hours at a premium rate as required by national law or by contractual agreement, whichever is higher. <ul style="list-style-type: none"> • Include overtime rates on employment contracts. • Require workers to provide written, revocable consent for overtime on a per-deployment basis. • Treat failure to pay lawful overtime as breach of contract, subject to appropriate enforcement and remediation measures. 	-	-
	M9 Respect the worker’s right to end employment, change employers, seek onward migration or return to their countries of origin in accordance with the national law and workers agreement upon return of fishing vessels to port. <ul style="list-style-type: none"> • Prior to worker’s termination of employment, pay all outstanding wages, benefits and any other amount owed to the worker, in accordance with the contract. 	Seek feedback from workers about their interest and availability to be rehired in the future.	Provide workers with reintegration support services into their communities and local labour markets. <ul style="list-style-type: none"> • Collaborate with government authorities, NGOs, worker representation, and/or labour agencies to provide training (e.g., skill development, financial literacy, migration options, and counselling services, etc.) that prepare the workers for their

	<u>MINIMUM</u>	GOOD In addition to MINIMUM	BEST In addition to GOOD
	<ul style="list-style-type: none"> Cover the costs of repatriation, including in early termination of a contract, unless the worker has been found in breach of the contract. Maintain records and documentation verifying that repatriation costs were covered by the employer. Facilitate a safe return of migrant workers to their communities or countries of origin, including any government-required exit or re-entry requirements. 		<p>return and reintegration or onward migration.</p> <ul style="list-style-type: none"> Provide workers with documentation that recognises their skills and competencies during their employment.
Disciplinary actions	<p>M10 Establish a written protocol of disciplinary measures. The protocol should at a minimum:</p> <ul style="list-style-type: none"> Prohibit the use of physical, psychological, or sexual or verbal forms of punishment or threats as disciplinary measures. Prohibit the use of bullying or forms of public disciplinary actions with the intention to cause humiliation, such as public warning or name shaming. Prohibit the use of financial penalties or removal of contractual benefits as disciplinary measures. Adopt a progressive disciplinary system, such as from verbal warning, written warning, to transfer, suspension to dismissal. 	<p>Inform workers and document all disciplinary actions.</p> <ul style="list-style-type: none"> Document all disciplinary actions taken on each worker's files. Ensure workers have access to their disciplinary records and the opportunity to respond in writing. 	<p>Establish a system of appeal or grievance for workers to report or discuss issues related to disciplinary actions against them.</p> <ul style="list-style-type: none"> Provide direct access to HR or departments responsible for disciplinary actions. Address any language barriers for migrant workers to ensure their access to the system of appeal or grievance.

	<u>MINIMUM</u>	GOOD In addition to MINIMUM	BEST In addition to GOOD
	<p>M11 Ensure that all workers are aware of your disciplinary protocol.</p> <ul style="list-style-type: none"> Educate workers on their right to discuss, appeal or report issues if they feel that the disciplinary action applied is inappropriate. 	-	<p>Develop ongoing training for all management staff on your disciplinary policy.</p> <ul style="list-style-type: none"> Provide regular orientation in practices which are considered acceptable forms of disciplinary enforcement.
Monitoring mechanisms	<p>M12 Establish a monitoring mechanism to verify implementation of workers' employment contract (including any other similar written arrangements governing a worker's living and working conditions mentioned in M1 – M11).</p> <ul style="list-style-type: none"> Conduct regular internal audits to verify implementation of contractual terms. Perform random onboard spot checks and regular vessel inspections to ensure compliance with contractual terms. Engage with workers (e.g., through interviews) to ensure their understanding of their rights and identify contractual violations. 	-	<p>A monitoring mechanism to verify implementation of workers' employment contract or any other similar written arrangements is in place and well implemented.</p> <ul style="list-style-type: none"> Conduct unannounced internal or third-party audits to verify implementation of contractual terms. Employ digital tools (e.g., digital logbooks, GPS, etc.) to monitor compliance with contractual terms. Partner with local government, worker unions or representatives, and NGOs to advocate for contract enforcement and flag violations.
Worker communication	<p>M13 Ensure that employment contracts or any other similar written arrangements governing a worker's living and working conditions mentioned in M1 – M11 are accessible to workers.</p> <ul style="list-style-type: none"> Provide all information in workers' preferred language that they understand. 	-	<p>Address any language or literacy barriers for migrant workers to ensure their accurate understanding of working and living conditions.</p> <ul style="list-style-type: none"> Provide access to interpreters or multilingual staff for workers to seek advice on their contract before signing.

	<u>MINIMUM</u>	<u>GOOD</u> In addition to MINIMUM	<u>BEST</u> In addition to GOOD
	<ul style="list-style-type: none"> Provide all information in accessible formats (e.g., audio, videos, pictograms or infographics, verbal explanation, etc.) for low-literacy workers. 		<ul style="list-style-type: none"> Use images, symbols and infographics to explain key contract terms. Include scenarios and live demonstrations to stimulate situations covered in the contract.

Appendix I: References for Minimum Requirements

	Minimum
Policies & Management Systems	<p>M1 – M3</p> <ul style="list-style-type: none"> • Fiji Employment Relations Act 2007 • Fiji Offshore Fishing Crew Policy (2025-2028) • Conservation and Management Measures (CMMs), Western and Central Pacific Fisheries Commission • Annex 6, Harmonised Minimum Terms and Conditions (HMTCs), Pacific Islands Forum Fisheries Agency • Article 16 -20; Annex II; Annex III, ILO C188 Work in Fishing Convention, 2007 (No. 188) • SRA Performance Indicator 1.1.2a Human trafficking and forced labour S6 • SRA Performance Indicator 1.1.5 Earnings and benefits S7 – S8, and S13
Terms of employment contracts (including wage payment, overtime compensation & benefits)	<p>M4</p> <ul style="list-style-type: none"> • Fiji Employment Relations Act 2007 • SRA Performance Indicator 1.1.6 Adequate rest S2 <p>M5</p> <ul style="list-style-type: none"> • ILO C188 Work in Fishing Convention, 2007 (No. 188) Article 14 • Harmonised Minimum Terms and Conditions (HMTCs), Pacific Islands Forum Fisheries Agency² • SRA Performance Indicator 1.1.6 Adequate rest S4 <p>M6</p> <ul style="list-style-type: none"> • Fiji Offshore Fishing Crew Policy (2025-2028) • Conservation and Management Measures (CMMs), Western and Central Pacific Fisheries Commission • Harmonised Minimum Terms and Conditions (HMTCs), Pacific Islands Forum Fisheries Agency • SRA Performance Indicator 1.1.2a Human trafficking and forced labour S8 • SRA Performance Indicator 1.1.5 Earnings and benefits S6 and S8 • SRA Performance Indicator 3.2.2 Economic value retention S2 <p>M7</p> <ul style="list-style-type: none"> • SRA Performance Indicator 1.1.6 Adequate rest S5 <p>M8</p> <ul style="list-style-type: none"> • Fiji Employment Relations Act 2007 • SRA Performance Indicator 1.1.6 Adequate rest S3

² While the HMTCs do not specify the required hours of rest, they require that crew members are given regular periods of rest of sufficient length to ensure safety and health in accordance with international standards. See Article 22 (j), Harmonised Minimum Terms and Conditions (HMTCs).

	<ul style="list-style-type: none"> • SRA Performance Indicator 1.1.5 Earnings and benefits S5 <p>M9</p> <ul style="list-style-type: none"> • Fiji Offshore Fishing Crew Policy (2025-2028) • Article 16 -21, ILO C188 Work in Fishing Convention, 2007 (No. 188) • Conservation and Management Measures (CMMs), Western and Central Pacific Fisheries Commission • Harmonised Minimum Terms and Conditions (HMTCs), Pacific Islands Forum Fisheries Agency
Disciplinary actions	<p>M10</p> <ul style="list-style-type: none"> • SRA Performance Indicator 1.1.1 Abuse and harassment S3 and S6 • SRA Performance Indicator 1.1.5 Earnings and benefits S6 <p>M11: The SRA Performance Indicator assess whether there are reliable and transparent data available for assessment. This requirement of internal awareness and alignment reflects the minimum standard for an implemented disciplinary protocol.</p>

Appendix II: Tools and Templates

	Tools	Templates
Normative sources	<p>Fiji national laws and policies</p> <ul style="list-style-type: none"> Fiji Employment Relations Act 2007 Fiji Offshore Fishing Crew Policy (2025-2028) Fiji Employment Relations (National Minimum Wage) (Amendment) Regulations 2024 <p>Regional frameworks</p> <ul style="list-style-type: none"> Conservation and Management Measures (CMMs), Western and Central Pacific Fisheries Commission Harmonised Minimum Terms and Conditions (HMTCs), Pacific Islands Forum Fisheries Agency <p>ILO Conventions, protocols and recommendations</p> <ul style="list-style-type: none"> ILO C188 Work in Fishing Convention, 2007 (No. 188) 	-
Policies & Management Systems	-	-
Terms of employment contracts (including wage payment, overtime compensation & benefits)	<ul style="list-style-type: none"> Checklist - Employment Contracts, IOM 	<ul style="list-style-type: none"> Sample Employment Contract for Migrant Workers, Fiji Immigration Sample Employment Contract, FAIR Fish project, Plan International Thailand
Disciplinary actions	<ul style="list-style-type: none"> Acas Code of Practice on disciplinary and grievance procedures, Acas 	<ul style="list-style-type: none"> Example disciplinary procedure, Acas

Appendix III: Glossary

Term	Definition	Source
Employment contract or work agreement	A contract of employment, articles of agreement or other similar arrangements, or any other contract governing a fisher's living and working conditions.	ILO C188 Work in Fishing Convention, 2007 (No. 188)
Fisher	Every person employed or engaged in any capacity or carrying out an occupation on board any fishing vessel, including persons working on board who are paid on the basis of a share of the catch but excluding pilots, naval personnel, other persons in the permanent service of a government, shore-based persons carrying out work aboard a fishing vessel and fisheries observers.	ILO C188 Work in Fishing Convention, 2007 (No. 188)

Appendix IV: Minimum particulars of a fisher's work agreement

The fisher's work agreement shall contain the following particulars, except in so far as the inclusion of one or more of them is rendered unnecessary by the fact that the matter is regulated in another manner by national laws or regulations, or a collective bargaining agreement, where applicable:

- (a) the fisher's family name and other names, date of birth or age, and birthplace;
- (b) the place at which and date on which the agreement was concluded;
- (c) the name of the fishing vessel or vessels and the registration number of the vessel or vessels on board which the fisher undertakes to work;
- (d) the name of the employer, or fishing vessel owner, or other party to the agreement with the fisher;
- (e) the voyage or voyages to be undertaken, if this can be determined at the time of making the agreement;
- (f) the capacity in which the fisher is to be employed or engaged;
- (g) if possible, the place at which and date on which the fisher is required to report on board for service;
- (h) the provisions to be supplied to the fisher, unless some alternative system is provided for by national law or regulation;
- (i) the amount of wages, or the amount of the share and the method of calculating such share if remuneration is to be on a share basis, or the amount of the wage and share and the method of calculating the latter if remuneration is to be on a combined basis, and any agreed minimum wage;
- (j) the termination of the agreement and the conditions thereof, namely:
 - (i) if the agreement has been made for a definite period, the date fixed for its expiry;
 - (ii) if the agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the fisher shall be discharged;
 - (iii) if the agreement has been made for an indefinite period, the conditions which shall entitle either party to rescind it, as well as the required period of notice for rescission, provided that such period shall not be less for the employer, or fishing vessel owner or other party to the agreement with the fisher;
- (k) the protection that will cover the fisher in the event of sickness, injury or death in connection with service;
- (l) the amount of paid annual leave or the formula used for calculating leave, where applicable;
- (m) the health and social security coverage and benefits to be provided to the fisher by the employer, fishing vessel owner, or other party or parties to the fisher's work agreement, as applicable;
- (n) the fisher's entitlement to repatriation;
- (o) a reference to the collective bargaining agreement, where applicable;
- (p) the minimum periods of rest, in accordance with national laws, regulations or other measures; and
- (q) any other particulars which national law or regulation may require.