

## Appendix I: Indicators of Forced Labor in the Thai Fishing Industry

<b>Unfree recruitment: Dual indicators of involuntariness and penalty</b>
Recruiter employs coercive practices (e.g., forcible confinement, drugs, alcohol) to gain physical control over the worker during the recruitment process. <sup>402</sup>
<b>Unfree recruitment: Strong indicators of involuntariness</b>
Workers are sold by an employer, representative of an employer, or third-party intermediary.
Oral descriptions at the point of recruitment misrepresent the nature of the work.
The cost of recruitment is borne by the worker and the worker is in debt to the employer, representative of the employer, or a third-party intermediary who has provided a loan or advance to the worker in order to finance recruitment fees.
Workers are fraudulently or grossly overcharged fees for transportation, health checks, work documentation, or other goods or services related to their recruitment.
<b>Unfree recruitment: Medium indicators of involuntariness</b>
Workers are issued with fraudulent identity or travel documents and their employment is linked to these documents.
Oral descriptions at the point of recruitment misrepresent the job location, earnings, terms of employment, regular migration status, housing or working conditions, and/or living costs.
Key terms and conditions of employment are not provided to workers prior to their employment in understandable writing in their own language via a copy of a written employment contract as required by law.
Workers are uninformed or misinformed about key terms of their employment and have not been given a verbal explanation of the terms of their employment so that they are able to understand the written employment contract.
Multiple third-party intermediaries are involved in the recruitment process.
<b>Unfree recruitment: Strong indicators of penalty</b>
Identity or travel documents are confiscated by the employer, a representative of the employer, or a third-party intermediary during the recruitment process.
Workers are subject to physical abuse or threat of physical abuse in order to control or coerce them during the recruitment process.
Workers are threatened with denunciation to or discovery by the authorities during the recruitment process.
Workers are subject to punishment (e.g., denial of food) or threat of punishment in order to control or coerce them during the recruitment process.

<sup>402</sup> The ILO notes that some indicators of involuntariness necessarily involve a degree of coercion and therefore automatically imply the presence of penalty (or menace of penalty). See International Labour Organization, *Hard to See, Harder to Count: Survey Guidelines to Estimate Forced Labour of Adults and Children* (Geneva: ILO, 2012), p. 8.

<b>Work and life under duress: Dual indicators of involuntariness and penalty</b>
Workers work excessive hours for earnings less than or equal to the minimum wage. <sup>403</sup>
<b>Work and life under duress: Strong indicators of involuntariness</b>
The employer, a representative of the employer (e.g., security guards) or a third-party intermediary control workers by placing unreasonable restrictions on their freedom of movement outside of the workplace, accommodation, or locality.
Wage deductions are made for items or services other than those stipulated by law (e.g., food aboard the vessel) and/or are used to compel workers.
The worker faces degrading living conditions aboard the fishing boat, including a lack of access to adequate clean water, sanitation, and medicine or medical supplies.
Workers are forced to work on call, day and night.
Workers have to systematically work beyond the legal limits (e.g., working hours, overtime, holidays).
Workers are denied sick leave.
<b>Work and life under duress: Medium indicators of involuntariness</b>
Employers, representatives of employers or third-party intermediaries actively facilitate or force workers to misuse and/or become dependent on stimulants (e.g., amphetamines).
The employer, a representative of the employer or a third-party intermediary deny workers access to records detailing exchanges of advances, partial wage payments, loans, applied interest, expenses, debt repayments, and/or payments for goods or services that have been conducted between the two parties.
The employer, a representative of the employer or a third-party intermediary inflate a worker's debt (e.g., excessive interest rates, especially on loans or advances; unreasonable terms and conditions of repayment; manipulation of accounts or records; gross overcharging for goods or services).
Workers are forced to engage in illicit or illegal activities (e.g., IUU fishing).
<b>Work and life under duress: Strong indicators of penalty</b>
Migrant workers have been told that they will be arrested, deported, or reported to authorities if they fail to comply with orders from their employer, their representative, or a third-party intermediary.
Geographic, social, cultural, or linguistic isolation are present that trap migrant workers at the place of work or within the immediate locality.
Workers are controlled by the employer, a representative of the employer, or a third-party intermediary through appeals to religion, witchcraft, or magic.
Workers are accompanied when outside of the workplace or accommodation or subjected to constant surveillance by the employer, a representative of the employer, or third-party intermediaries (e.g., broker or informant to broker).
Workers are forcibly confined in between periods of work in a location which is secured, locked, or guarded.

<sup>403</sup> The ILO notes that a worker who is obliged to work overtime beyond the limits set by national legislation in order to retain their job or earn the minimum wage is considered a victim of forced labor under the Forced Labour Convention. See International Labour Organization, "General Survey concerning the Forced Labour Convention, 1930 (No. 29) and the Abolition of Forced Labour Convention, 1957 (No. 105)," *Report of the Committee of Experts on the Application of Conventions and Recommendations*, Report III (Part 1B), 96th ILC Session, 2007, pp. 71-72.

Workers have been subjected to forms of physical violence (e.g., beatings, torture) as punishment for noncompliance.
Workers have witnessed physical violence, including torture and murder, being used against other workers as punishment for noncompliance.
The employers, a representative of the employer, or a third-party intermediary use the threat of punishment (e.g., separation from kin through transfer to another boat; imposition of even worse working conditions) to force workers to comply.
Workers are denied access to sufficient food (amount and nutritious value), drinking water, or rest.
<b>Impossibility of leaving employment: Strong indicators of involuntariness</b>
Workers must pay off debts owed to the employer, a representative of the employer, or a third-party intermediary before they can leave or change employment.
Workers cannot leave employment unless they pay a fee significantly greater than that required by official pricing.
Workers believe that they cannot change employers until after a specified period of time has passed.
<b>Impossibility of leaving employment: Medium indicators of involuntariness</b>
Migrant worker's work permit is tied to a single location.
<b>Impossibility of leaving employment: Strong indicators of penalty</b>
Outstanding salary payments due to workers are not paid or are paid significantly later than the period of time stipulated at the start of the period of employment and/or in the worker's contract.
The employer pays earnings, or a proportion of earnings, to a third-party intermediary.
Pay, or a significant proportion of pay, is contingent on the worker not leaving employment before working a minimum or set period of time and/or wages are withheld in instances of early contract termination.
Workers are not in control of their own savings or feel they must deposit their savings with the employer, a representative of the employer, or a third-party intermediary and workers do not have unrestricted access to their savings.
Employer, representative of employer, or third-party intermediary is in control of a worker's identification card and/or travel documents and workers are unable to access these items on demand or feel that they cannot leave the job without risking their loss.
Workers have been subjected to physical violence (e.g., beatings, torture) as a form of punishment for attempting to leave the workplace or employment.
Workers have witnessed physical violence, including torture and murder, being used against other workers as punishment for attempting to leave the workplace or employment.

## Appendix II: Indicators of Forced Labor Identified Only among Designated Victims of Trafficking

<b>Unfree recruitment: Medium indicators of involuntariness</b>
Workers are issued with fraudulent identity or travel documents and their employment is linked to these documents.
<b>Unfree recruitment: Strong indicators of penalty</b>
Identity or travel documents are confiscated by the employer, a representative of the employer, or a third-party intermediary during the recruitment process.
Workers are subject to physical abuse or threat of physical abuse in order to control or coerce them during the recruitment process.
Workers are threatened with denunciation to or discovery by the authorities during the recruitment process.
Workers are subject to punishment (e.g., denial of food) or threat of punishment in order to control or coerce them during the recruitment process.
<b>Work and life under duress: Strong indicators of involuntariness</b>
The worker faces degrading living conditions aboard the fishing boat, including a lack of access to adequate clean water, sanitation, and medicine or medical supplies.
<b>Work and life under duress: Medium indicators of involuntariness</b>
Workers are forced to engage in illicit or illegal activities (e.g., IUU fishing).
<b>Work and life under duress: Strong indicators of penalty</b>
Workers are controlled by the employer, a representative of the employer, or a third-party intermediary through appeals to religion, witchcraft or magic.
Workers are accompanied when outside of the workplace or accommodation or subjected to constant surveillance by the employer, a representative of the employer, or third-party intermediaries (e.g., broker or informant to broker).
Workers are forcibly confined in between periods of work in a location which is secured, locked or guarded.
Workers have witnessed physical violence, including torture and murder, being used against other workers as punishment for noncompliance.
<b>Impossibility of leaving employment: Strong indicators of penalty</b>
Workers are not in control of their own savings or feel they must deposit their savings with the employer, a representative of the employer, or a third-party intermediary and workers do not have unrestricted access to such savings.
Workers have been subjected to physical violence (e.g., beatings, torture) as a form of punishment for attempting to leave the workplace or employment.

## Appendix III: Profiles of Victims of Forced Labor Identified among Current Workers in the Thai Fishing Industry

Profile A
The cost of recruitment is borne by the worker and the worker is in debt to the employer, representative of the employer, or a third-party intermediary who has provided a loan or advance to the worker in order to pay recruitment costs.
A broker loaned 18,000 baht to the worker and the worker is in debt to the boatswain for this amount.
Key terms and conditions of employment are not provided to workers prior to their employment in understandable writing in their own language via a copy of a written employment contract as required by law.
The worker does not believe they have signed a dual-language document or an employment contract. The worker only signed documents during their pink card application.
Workers are uninformed or misinformed about key terms of their employment and have not been given a verbal explanation of the terms of their employment so that they can understand the written employment contract.
After working two months, the worker does not know their salary, how much debt they are in or how long they will have to work to pay it off. The worker has not been given a verbal explanation of the terms of their employment nor their entitlements under labor laws as outlined in the employment contract.
<b>Multiple third-party intermediaries are involved in the recruitment process.</b>
The worker relied on a broker to take them from their home village to a border area and were then introduced to another broker, by phone, who arranged for all of their transport in various stages across the border into Thailand and south to the fishing port.
<b>Workers have to systematically work beyond the legal limits (e.g., working hours, overtime, holidays).</b>
He works 18 hours per day for each day of a trip lasting 8 to 15 days.
<b>Workers work excessive hours in order to receive the minimum wage.</b>
He works 18 hours per day for each day of a trip lasting 8 to 15 days and is paid a monthly salary equivalent of 9,000 baht, receiving 500 to 1,000 baht each time the vessel comes into port with the remainder of his earnings being paid in a lump sum following the completion of 10 months of work.
<b>Workers must pay off debts owed to the employer, a representative of the employer, or a third-party intermediary before they can leave or change employment.</b>
The worker is servicing 18,000 baht worth of debt to a broker through work aboard the fishing vessel. They do not know how much debt they are in nor how long they will have to work to pay it off.
<b>Workers cannot leave employment unless they pay a fee significantly greater than that required by official pricing.</b>
The worker has been told that it will cost them 3,000 baht to change jobs, a fee which would be paid to his current employer.
<b>Migrant worker's work permit is tied to a single location.</b>
The worker holds a laminated copy of their pink card and has completed a pink card application.
The employer pays earnings, or a proportion of earnings, to a third-party intermediary.

The boatswain will pay a portion of the worker’s salary directly to a broker in order to service debts arising from recruitment fees.
<b>Pay, or a significant proportion of pay, is contingent on the worker not leaving employment before working a minimum or set period of time and/or wages are withheld in instances of early contract termination.</b>
The worker is paid under a lump sum system where the majority of their salary will be paid after 10 months.

<b>Profile B</b>
<b>Key terms and conditions of employment are not provided to workers prior to their employment in understandable writing in their own language via a copy of a written employment contract as required by law.</b>
The worker thinks that he probably has signed an employment contract, that he did this while applying for his pink card and that the contract is with his owner. He has never read the document and does not have a copy.
<b>Workers are uninformed or misinformed about key terms of their employment and have not been given a verbal explanation of the terms of their employment so that they are able to understand the written employment contract.</b>
The worker has not been given a verbal explanation of the terms of their employment nor their entitlements under labor laws as outlined in the employment contract.
<b>Wage deductions are made for items or services other than those stipulated by law (e.g., food aboard the vessel) and/or are used to compel workers.</b>
The worker’s pay is deducted if he is at sea but too ill to work and must take time off to rest.
<b>Workers are denied sick leave.</b>
The worker is told to work when they are too sick and denied paid sick leave.
<b>The employer, a representative of the employer, or a third-party intermediary deny workers access to records detailing exchanges of advances, partial wage payments, loans, applied interest, expenses, debt repayments, and/or payments for goods or services that have been conducted between the two parties.</b>
The worker’s employer keeps records on his loans, payments (he get paid three times per month and then one lump sum after 24 months) and also rent, as the worker’s accommodation is owned by the employer. The worker is not able to see these records.
<b>Migrant worker’s work permit is tied to a single location.</b>
The worker holds a laminated copy of their pink card and has completed a pink card application.
<b>Pay, or a significant proportion of pay, is contingent on the worker not leaving employment before working a minimum or set period of time and/or wages are withheld in instances of early contract termination.</b>
The worker is paid under a lump sum system where the majority of their salary will be paid after 24 months and the worker believes they would lose earnings held by the employer if they left employment.
<b>Employer, representative of employer, or third-party intermediary is in control of worker’s identification card and/or travel documents and workers are unable to access these items on demand or feel that they cannot leave the job without risking their loss.</b>
The worker believes that they cannot leave employment without losing their pink card.

<b>Profile C</b>
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<b>Oral descriptions at the point of recruitment misrepresent the job location, earnings, terms of employment, regular migration status, housing or working conditions, and/or living costs.</b>
The worker was told by the employer he would earn 9,000 baht per month but he is only earning between 6,000 and 7,500 baht per month, with the remainder pledged as a lump sum payment to be paid upon the completion of 12 months of work.
<b>Key terms and conditions of employment are not provided to workers prior to their employment in understandable writing in their own language via a copy of a written employment contract as required by law.</b>
The worker does not believe they have signed a dual-language document or an employment contract. The worker only signed documents during their pink card application.
<b>Workers are uninformed or misinformed about key terms of their employment and have not been given a verbal explanation of the terms of their employment so that they are able to understand the written employment contract.</b>
The worker has not been given a verbal explanation of the terms of their employment nor their entitlements under labor laws as outlined in the employment contract.
<b>Workers have to systematically work beyond the legal limits (e.g., working hours, overtime, holidays).</b>
He works up to 17 hours for 27 days each month.
<b>Workers work excessive hours for earnings less than or equal to the minimum wage.</b>
He works up to 17 hours per day for 27 days each month and is paid a monthly salary equivalent of 9,000 baht, receiving 100 or 200 baht every 3 to 5 days and then a single cash payment which all together equal between 6,000 and 7,500 baht each month, with the remainder of his earnings being paid in a lump sum following the completion of 12 months of work.
<b>The employer, a representative of the employer, or a third-party intermediary deny workers access to records detailing exchanges of advances, partial wage payments, loans, applied interest, expenses, debt repayments, and/or payments for goods or services that have been conducted between the two parties.</b>
Unknown deductions are made from the worker's earnings.
<b>Workers must pay off debts owed to the employer, a representative of the employer, or a third-party intermediary before they can leave or change employment.</b>
The worker has been told by the employer that they must pay the sum of all advances on earnings received to date in order to change employment.
<b>Migrant worker's work permit is tied to a single location.</b>
The worker holds a laminated copy of their pink card and has completed a pink card application.
<b>Pay, or a significant proportion of pay, is contingent on the worker not leaving employment before working a minimum or set period of time and/or wages are withheld in instances of early contract termination.</b>
The worker is paid under a lump sum system where the majority of their salary will be paid after 12 months.
<b>Employer, representative of employer, or third-party intermediary is in control of worker's identification card and/or travel documents and workers are unable to access these items on demand or feel that they cannot leave the job without risking their loss.</b>
The employer is in possession of the worker's pink card and will not give it to the worker upon request.

# Appendix IV: Sample Fishing Industry Employment Contract (Bor Mor. 1)

แบบ ปม.๑  
Form PorMor.1

## สัญญาจ้างในงานประมงทะเล Sea Fishery Work Employment Contract

contract

เขียนที่.....  
Written at

สัญญาฉบับนี้ทำขึ้นเมื่อวันที่.....เดือน.....พ.ศ.....  
This contract is made on date month year

ระหว่าง  
between

(ให้ระบุชื่อนิติบุคคลหรือบุคคล  
(Please specify name of employer or

ธรรมดาซึ่งเป็นนายจ้าง) ที่อยู่ปัจจุบัน.....  
legal entity acting as employer) Current address

ซึ่งต่อไปในสัญญานี้เรียกว่า “นายจ้าง” ฝ่ายหนึ่งกับ  
hereinafter referred to as “Employer” ,and

นาย/นาง/นางสาว.....  
Mr./Mrs./Miss

หมายเลขประจำตัวประชาชน (กรณีคนต่างด้าว ให้ระบุหมายเลขของเอกสารหลักฐานที่ใช้แสดงตนของลูกจ้าง ได้แก่  
Identification Number (For alien, please specify No. of employee identification documents such as passport, passport  
หนังสือเดินทาง เอกสารใช้แทนหนังสือเดินทาง ใบสำคัญถิ่นที่อยู่ ใบสำคัญประจำตัวคนต่างด้าว หรือบัตรประจำตัว  
substitute document, certificate of domicile, certificate of alien registration or identity card issued for non-Thai nationals)

คนซึ่งไม่มีสัญชาติไทย) ..... ออกให้ ณ  
Issued at.

.....วันออกบัตร.....วันหมดอายุ.....  
Date of Issue Date of Expiry

สัญชาติ.....อายุ.....ปี หมายเลขใบอนุญาตทำงาน (ถ้ามี).....  
Nationality Age Years Work Permit No. (if any)

ปัจจุบันอยู่บ้านเลขที่.....หมู่ที่.....ถนน.....ตำบล/แขวง.....  
Currently residing at house No. Village No. Road Sub-district/Khwaeng

อำเภอ/เขต.....จังหวัด.....รหัสไปรษณีย์.....  
District/Khet Province Postal code

โทรศัพท์.....โดยมีภูมิลำเนาตามทะเบียนบ้าน(กรณีคนต่างด้าวให้ระบุตามใบสำคัญถิ่นที่อยู่  
Tel. Domicile as regulated in a house registration document (For alien, specify as regulated in certificate of

ในต่างประเทศ) อยู่บ้านเลขที่.....หมู่ที่.....ถนน.....ตำบล/แขวง.....  
residence in native country) House No. Village No. Road Sub-district/Khwaeng

อำเภอ/เขต.....จังหวัด.....รหัสไปรษณีย์.....  
District/Khet Province Postal Code

ประเทศ.....โทรศัพท์.....ซึ่งต่อไปในสัญญานี้เรียกว่า “ลูกจ้าง”  
Country Tel hereinafter referred to as “Employee”.

นายจ้างได้ตกลงกับลูกจ้าง ดังต่อไปนี้

Employer and employee agree according to the following statements:

ข้อ ๑ นายจ้างตกลงว่าจ้างลูกจ้างให้ทำงานในตำแหน่ง.....

1. Employer agrees to employ employee to work in the position of

ในเรือประมงชื่อ..... ทะเบียนเรือเลขที่.....  
in fishing boat named..... boat registration No.

โดยมี..... ปัจจุบันอยู่บ้านเลขที่..... หมู่ที่..... ถนน.....  
having..... Currently residing at house No..... Village No..... Road

ตำบล/แขวง..... อำเภอ/เขต..... จังหวัด..... รหัสไปรษณีย์.....  
Sub-district/Khwaeng..... District/Khet..... Province..... Postal code

ประเทศ..... โทรศัพท์..... เป็นเจ้าของเรือทำประมงอยู่ที่(แหล่งประมง)  
Country..... Tel..... Employer is the owner of fishing boat in (fishing area)

..... โดยให้ลูกจ้างเริ่มทำงานตั้งแต่วันที่.....  
..... and allows employee to start working from the

ถึงวันที่..... (กรณีสัญญาจ้างมีกำหนดระยะเวลาให้ระบุวันสิ้นสุดสัญญาด้วย)  
to..... (In case the employment contract is fixed-term contract, please specify the termination date)

ข้อ ๒ นายจ้างตกลงจ่ายค่าตอบแทนให้แก่ลูกจ้าง ดังนี้

2. Employer agrees to pay remuneration to employee as follows:

๒.๑ ค่าจ้างจ่ายให้วัน/เดือนละ..... บาท.....  
2.1 Wage payment on daily/monthly basis at..... Baht

..... (ให้กำหนดรายละเอียด เงื่อนไข และวิธีการจ่าย)

..... (Please specify details, conditions and payment method).

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..... (ระบุจำนวนเงินหรือเปอร์เซ็นต์)

..... (Specify amount of money or percent)

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ข้อ ๕ นายจ้างมีหน้าที่จัดเครื่องมือหรืออุปกรณ์เพื่อความปลอดภัยในการทำงานบนเรือซึ่งมี  
5. Employer shall provide tools or equipment to ensure working safety on fishing boats under the standards required  
มาตรฐานตามที่กฎหมายกำหนด รวมทั้งให้ความรู้แก่ลูกจ้างเกี่ยวกับสภาพการทำงาน การใช้เครื่องมือหรืออุปกรณ์  
by the laws and provide knowledge about working condition and instruction on using the tools or equipment to employee  
ดังกล่าวก่อนการทำงาน  
prior to work.

ข้อ ๖ ลูกจ้างต้องปฏิบัติหน้าที่ของตนให้สุ่งไปโดยถูกต้องและสุจริต ไม่จงใจขัดคำสั่ง  
6. Employee shall completely perform his/her duties with accuracy and integrity and shall not intentionally disobey  
ของนายจ้างอันชอบด้วยกฎหมาย หรือละทิ้งหน้าที่ หรือกระทำการอื่นใดให้นายจ้างได้รับความเสียหาย  
rightful orders of employer or abandon duties or do any other acts causing damage to employer.

ข้อ ๗ ลูกจ้างมีสิทธิติดต่อเจ้าหน้าที่ของรัฐ/ศูนย์ประสานแรงงานประมง/ครอบครัว  
7. Employee has the right to contact government officials/the Labour Coordination Centre for Sea Fishery Worker/family  
โดยนายจ้างต้องจัดให้ลูกจ้างเข้าถึงหรือจัดหาอุปกรณ์การสื่อสาร  
and employer shall provide communication access for employee or provide communication devices to employee

ข้อ ๘ เงื่อนไขอื่นที่มีได้ระบุในสัญญานี้ ให้นายจ้างและลูกจ้างปฏิบัติตามกฎกระทรวงคุ้มครอง  
8. In relation to other conditions not specified in this contract the employer and employee shall comply with the  
แรงงานในงานประมงทะเล พ.ศ. ๒๕๕๗ เว้นแต่กรณีที่นายจ้างปฏิบัติต่อลูกจ้างสูงกว่ามาตรฐานที่กำหนดไว้ใน  
Ministerial regulation concerning Labour Protection in Sea Fishery Work B.E. 2557, except employer treats employee more favourable than the  
กฎกระทรวงฉบับดังกล่าว ก็ให้เป็นไปตามนั้น  
standards prescribed in such ministerial regulation.

สัญญาฉบับนี้ทำขึ้นเป็นภาษาไทยจำนวนสองฉบับมีข้อความถูกต้องตรงกัน เก็บไว้ที่นายจ้าง  
This contract is made in Thai in duplicate with identical texts, employer and employee holding each copy.

หนึ่งฉบับและลูกจ้างหนึ่งฉบับ ซึ่งคู่สัญญาทั้งสองฝ่ายได้อ่านและเข้าใจข้อความของสัญญานี้ดีโดยตลอดแล้ว  
Both parties have thoroughly read and understood the contents of this contract and hereby affix signature in the presence

จึงลงลายมือชื่อไว้เป็นสำคัญต่อหน้าพยาน  
of witnesses.

ลงชื่อ.....นายจ้าง  
Signature Employer

(.....)

ลงชื่อ.....ลูกจ้าง  
Signature Employee

(.....)

ลงชื่อ.....พยาน  
Signature Witness

(.....)

ลงชื่อ.....พยาน  
Signature Witness

(.....)