

## Scars of labour

**Ill-treated aboard foreign shipping vessels, Malagasy fishermen are organizing to fight back**

**M**adagascar's fisheries resources are estimated at 500,000 tonnes, of which 320,000 tonnes come from the marine sector. Production from both sea and fresh-water sources barely touches 100,000 tonnes. Potentially, the catch could easily triple.

In the artisanal sector, 42,556 persons are engaged in fishing, while 3,500 work in industrial fishing. These sectors produce 84,426 tonnes and 12,277 tonnes respectively each year. In monetary terms, production has risen to 188 billion FMG, a value addition of 173 billion FMG, which represents 4.8 per cent of the national GDP.

Exports of fisheries products have brought in 68 billion FMG. Since the collapse in the price of traditional raw materials like coffee and clove, fish products are quickly and profitably substituting them on the world markets.

Realizing the increasing importance of this sector, government officers are organizing meetings and seminars, as well as signing agreements and treaties. However, this is being done by excluding fishermen, those who are truly affected.

Shrimp fishing dominates the industrial fishing, which also includes tuna fishing and aquaculture at an experimental level.

Shrimp production is entirely tuned towards exports and this sector is on the way to becoming the main source of foreign exchange for Madagascar.

Shrimp fishing is dominated by foreign companies, Malagasy companies being controlled by the majority equity of Japanese, French, Indian and Pakistani companies. The crew of the boats are mixed (Malagasy and expatriates).

Sometimes, they are entirely Malagasy, as, for example, on the boats of Refrigepeche.

In July 1992, Madagascar renewed the fishing agreements with the EU, which authorize ships of the EU to fish in Malagasy territorial waters. The first accords were signed with Japan in 1971. The EU accords started only in 1986, with an agreement which since then has been renewed every three years, the last ending its term in 1995. The financial component of the accord amounts to 1.35 million ECU—payable in three parts—for a catch volume of 9,000 tonnes per year of tuna.

The fishing zone is located beyond two nautical miles, but the Malagasy port has neither the qualitative nor quantitative means to ensure compliance with this measure. The residents on the coast have often protested against big ships fishing close to the coastline and spreading nauseating odours from the refuse and catch thrown on to the coast.

"Other than economic waste, these disposals cause degradation of the beaches and lead to protests by coastal residents and traditional fishermen", recognizes an official ministerial document on fishing.

### **Royalty payments**

The annual catch volume of 9,000 tonnes involves the payment of royalties. This measure is applied with great difficulty. Fishing companies employ several collection ships and the practice of transfer of catch at sea is quite current. Only ships, which disembark at the Malagasy port, declare the quantity of their catch.

Only if the Malagasy government has the real political will to ensure that it is respected does this measure make sense.



**I**n Madagascar today, overfishing no longer constitutes a mere risk—it is a reality. Since the means of control can never be efficient, the depletion of resources is patent.

The creation of a scientific research programme to improve knowledge on migratory species is inscribed in the protocol of the accord with the EU. The EU contributes up to 375,000 ECUs to this effort.

However, since the agreements were signed, the royalties have never been used for the development of fisheries. The benefits from this new accord are quite meagre, compared to the products and the profits the ships get from Malagasy waters.

It should be emphasized that the fishing licences of 1989 should bring 2.13 billion FMG (US \$1.3 million). However, the amount actually received is 245.5 million FMG. The difference is because there was no transfer carried out under the heads 'Financial Compensation' and 'Scientific Programme', as the ministerial document on fishing once again states. Obviously, the Malagasy side has trouble getting these accords respected.

Further, study results remain classified and their diffusion is especially restricted by the deficiencies in the means of communication. For the 50,000 artisanal

fishermen, the effects of the accord are practically nil. The veritable question remains: for whom is the protocol of agreement meant?

Apart from the ships of the EU, the Malagasy waters are attracting more and more foreign fleets. The new arrivals are eight South African ships and an equal number of Spanish ships, as well as Indonesian and Taiwanese ships.

As a result of being unable to implement a national policy for fisheries development the Malagasy government is adopting the easy solution of giving fishing licences to foreign vessels. The purely commercial character of the accord and the need for foreign exchange force a level of secrecy.

From 11 to 12 June 1992, the Ministry of Animal Husbandry and Fisheries Resources organized a round table conference with funding agencies on the programme of development of fisheries and aquaculture. Up to 95 per cent of the funding, evaluated at US\$10 million, was accepted.

#### **Promise of funding**

Among the projects, which received promise of funding, is the pilot project of the FAO, for which the fishing project is the implementation agency. During this meeting, the Japanese Embassy gave an order to allocate Japanese funds for the

east coast component of the pilot project. Notwithstanding the official declaration of the suspension of the implementation of accords with Taiwan, the presence of the Taiwanese delegation among the funding agencies was very noticeable.

**I**n the area of tuna fishing, under the framework of the Indian Ocean Commission, a regional Tuna Project has been set up to promote tuna exploitation in each member country, namely, Comoro Islands, Madagascar, Mauritius, the Reunion Islands and Seychelles. For the east coast, the pilot project is sought to be associated with the implementation of the devices for fish aggregation.

In collaboration with the Japanese Institute of Research of Marine Resources (JAMARC), a study of tuna migration in the Indian Ocean has been started. The project to establish an organization of tuna-producing countries—owners of the resources—initiated by the Seychelles, will allow the adoption of a common strategy for migratory tuna resources. The processing company, Fish and Cold of the Indian Ocean at Artsirana, will preserve and treat 50,000 tonnes per year of tuna.

The Malagasy Maritime Code has been in effect since June 1960, the time of independence. Chapter III on fishermen deals with the maritime appointment contract. This anachronistic text enables shipowners to skirt the law, with economic crises and unemployment aiding brazen violations. Two specific and recent cases at Mahajanga and Toamasina corroborate this. It seems all the more unsolvable, given the dubious role of the maritime administration.

In the Mahajanga case, each company has a maiming agency in charge of recruiting the navigation personnel. The agency executes a promise or bond of embarkation, which enables the maritime district authorities to obtain the professional passbook of the fisherman.

But, in reality, because of galloping unemployment, vacancies are expensive and the manning captain only takes on the fishermen in return for high amounts. On several occasions, officers of Mahajanga had to advance money to the fishermen to

bribe the captain to be able to work. The officers had little choice, faced with the need to feed corruption to enable the fisherman to work to feed his family after a long period of unemployment.

To measure the extent of such havoc, it is enough to refer to the reconstitution in June 1991 of the association IVIA (Iray Vatsy Iray Aina). The seamen and fishermen in difficulty, thinking that IVIA would be a trade union, became members en masse—372 in 1991, of whom 80 per cent were unemployed. In order not to disappoint the expectation of these people, IVIA organized itself as an agency for maritime employment. The seamen and fishermen themselves took the decision to reserve the first boats, which would arrive, for those who were long unemployed.

Different committees (for training, information, finance and social/health) were set up so that the fishermen felt useful and had responsibilities. Strengthened by this dynamism and solidarity, they found boarding on different ships. Better still, the company KALETA even refused the offers of boarding of the maritime district agencies to admit only the list of fishermen proposed. This can also be explained by the neutrality of the authorities, the company being assured of taking on fishermen who were not indebted to the recruitment agents.

Since 1990, the Mauritius company, Sea Falcon, has operated in Mahajanga. On the one hand, it recruited Malagasy fishermen on presentation of their identity cards, without either a contract or written document, to work on the Mauritian shelf.

#### **Mother-boats**

On the other hand, two of its mother-boats, *Star Hope* and *Faki*, equipped with motors or Doris launches, fished in Malagasy waters. The entire production was destined for export.

Mistreated and reduced to a clandestine status, the Malagasy fishermen were at the mercy of the company. During stopovers in Mauritius, they were holed up on the boats and drinking water, electricity and food rationed or cut off. Compared to their Mauritian counterparts, they were

underpaid. Worse, some of the pay-slips of the Malagasy officers indicate flagrant swindling of the company—deduction of exorbitant social expenses, while the fishermen did not receive any social security. The only recourse for the Malagasy fishermen was repatriation as soon as possible to Madagascar.

**T**he seamen and fishermen from the Mahajanga region mobilized to try and break this logic. According to a February 1992 report of the Apostolate of the Sea, “What is well known movement, which arose on the occasion of the Gasikara affair and which thereafter developed.”

Sudden awareness was expressed concerning the need for an urgent increase of salaries, taking into account the present cost of living. Protests also arose about the conditions of employment on

certain points not adhered to in the Maritime Code. There was also a very strong call to re-work and update the Code, especially on social security matters, with clarifications on appointment contracts, rate of remuneration, overtime, rest and leave, etc.

There were also strikes by the navigation crew of CMN (Malagasy Navigation Company) and, in end June 1991, by the fishermen of Refrigepeche East. At the same time, there was a strike by port workers of Tamatave.

In January 1992, just before departing for fishing, 900 seamen of Somapeche struck work to obtain increase in salaries. Following this urgent action, the basic salary of an ordinary sailor rose from 38,250 FMG (107 French Franc) to 70,000 FMG (194 French Franc), an 84 per cent increase.

In the Sea Falcon case at Toamasina, around 300 seamen, 200 of whom were

Malagasy fishermen, were recruited by the Mauritian company for its four ships at Toamasina.

The company proceeded to enroll candidates whose antecedents had been disfavoured. This was brought to light by the fishermen of Mahajanga through

- televised communications
- agreement between associations, trade unions, maritime administration and owners
- written contracts countersigned by the maritime administration between fishermen and owners, a first for the Malagasy fishermen
- drawing up a basic list for every loading of seamen and fishermen, to be put up at the maritime district and to be reviewed and signed regularly by the seamen and fishermen's organizations.

---

*There was also a very strong call to rework and update the Maritime Code, especially on social security matters, with clarifications on appointment contracts, remuneration, overtime, rest and leave...*

---

The shipowner asked a Malagasy lawyer to draw up contracts for the categories of persons to be on the ship. That was a

manoeuvre to avoid Mauritian conditions and to seek refuge behind a contract under Malagasy legislation, particularly with regard to remunerations.

Approximately 260 seamen and fishermen effectively boarded and the four ships returned on 23 June 1992.

#### **Different mandate**

It is not the Sea Apostolate's mandate to encourage or stop fishermen and seamen from embarking on ships. The organization's role is limited to negotiating written conditions, which give maritime workers a choice.

But the operation was too quick for the different parties to be able to pretend to have mastered it. Clearly, the following unstated and shadowy areas will be

exploited by the shipowner to swindle the fishermen:

- the real catch not allowed to surpass the price limit of 250 FMG/kg.
- 45 to 90 days at sea, when the fishermen had in fact embarked between 13 to 55 days
- 10 kg. of fish offered free after arrival reduced to five kg.

**I**nformation meetings were held by the fishermen on their return. This first wave of embarkment was blotched with irregularities, which the fishermen did not fail to denounce in their reports transmitted at different instances.

Dozens of persons not enrolled on the basic list and never having been at sea were appointed. The complicity of the owner and the district authorities was denounced by seafarers' organizations.

It was the subject of meetings held at the district. An extract from a letter dated 6 August 1992 from the Apostolate of the Sea of Mahajanga sheds more light on this subject: "They took on new persons to complete their staff because 17 fishermen were sacked for sabotage and threatening Mauritian seamen with knives. These 17 persons were unable to stand their seasickness, they were incapable of fishing, and among them were a butcher and a vegetable seller, who had never set foot on a boat".

The fishermen were constrained to live in intolerable living conditions—no spoons, no sheets, bug- and cockroach-infested rooms, bad food, mouldy cigarettes, inappropriate work clothes. Work and security conditions were precarious—no safety life jacket, no sails or life-saving-flares.

On board, the contracted oyster fisherman often becomes the refrigerator boy or sailor asked to paint the boat, while fishermen are made oyster-catchers without receiving corresponding salaries. The fishermen feel cheated in the weighing of fish, which they were not authorized to assist in. Sometimes, salaries are deferred by several days

instead of being paid immediately on disembarkment.

The maritime workers' organizations set up a common committee comprising trade unions, namely, AMUMATO (Friendly Society of Seamen and Occasional Workers) and STMCM (Trade Union of Christian Malagasy Maritime Workers), and associations, namely, FIRAISANKINA NO HERY and FIRAM (Fikambanan'ny Tanora Mpanjono)

Unfortunately, the solidarity displayed by the people of Toamasina was used by the company to weaken the movement. Embarkment was made exclusively for Mahajanga fishermen (with a mass delivered by the Apostolate of this locality on board!). The company blamed the fishermen's organizations for successive delays in embarkment, disowning its own responsibility.

Associations in the pay of the owner were also formed and, through radio and TV communiques, they declared themselves to be the only representatives of seamen and fishermen. There has also been falsification of contracts already signed between the owner and fishermen's organizations. But the fishermen of Toamasina held off from June to November 1992—nearly five months without work. The first embarkment on the basis of the new contract started only on 8 November.

#### **Need for recovery**

Madagascar is going through a turning point in its general policies. Though a sure prognosis is not possible, it is certain that the poverty of the Malagasy people will only worsen. Therefore, there is an absolute necessity for a national economic recovery and for external aid. **3**

This article by Jean-Baptiste Rakotoniaina of the Fisheries Project Toamasina, Madagascar, was translated by Malavika Shivakumar