

Seafarer Complaints and other welfare issues reported to MACI (2024)

Introduction

The Shipping Master is an officer of the Maritime Authority of the Cayman Islands (MACI) who is appointed under section 10 of the Maritime Authority Act.

The Shipping Master primarily deals with crew welfare issues including complaints regarding things such as accommodation, food, repatriation, working hours, payment of medical expenses and assisting resolution of wage disputes. The Shipping Master is available to all crew on all vessels, even those that are fully privately registered where the Maritime Labour Convention (MLC) does not apply.

The remit of the Shipping Master is restricted to issues governed by the Merchant Shipping Act and associated regulations and the statutory requirements of any contract made thereunder. The Shipping Master is generally not able to assist in non-contractual disputes and claims and cannot definitively rule on disputes and claims that do not relate to a statutory requirement or entitlement though can offer advice and assistance on such issues.

The Shipping Master also handles inquiries into the conduct and fitness of seafarers to serve, as well as births and deaths onboard Cayman Islands vessels.

What happens when a seafarer complains?

These reports are recorded, logged and followed up as appropriate.

- Any complaints made to the Shipping Master will be treated in strict confidence. However, should the seafarer wish this to be raised with the owner, Captain or management, the Shipping Master may have to name the complainant for the complaint to be acted upon. This will only be done if strictly necessary and only if the complainant has expressly given permission to be named;
- The Shipping Master will ask for as much information as possible and advise further, to try to resolve informally;
- Where informal resolution is unsuccessful the Shipping Master gathers evidence and, once express permission is given by the seafarer, writes to the owner, master or management to start mediation;
- If mediation proves unsuccessful then there is the option of a formal Shipping Master Decision which is binding on both parties¹.

This report examines the complaints and other welfare issues reported to MACI during 2024.

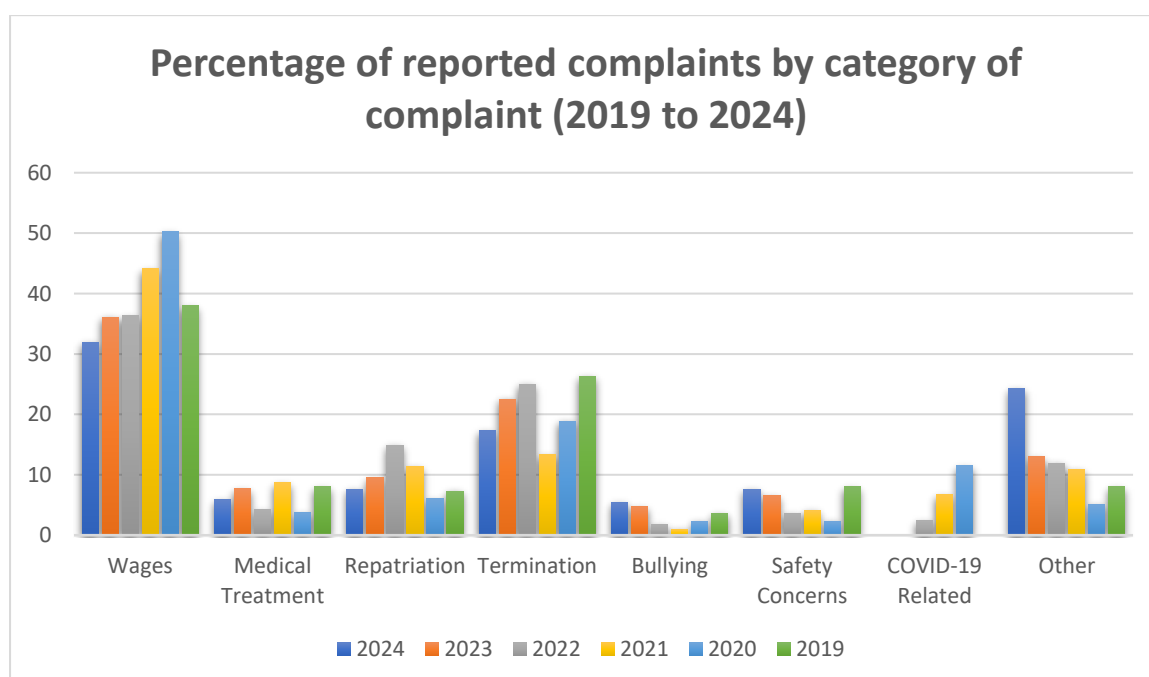
¹ See s96 of the Merchant Shipping Act (MSA) 2024 Revision

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Reported Complaints by Category of Complaint in 2024

A total of **185** complaints² were reported to MACI during 2024 an increase of 16 compared to 2023. These can be broken down as follows –

	2024		2023		2022		2021		2020		2019		Change 2024 vs 2023
	No	%	No	%	No	%	No	%	No	%	No	%	
Wage Disputes	59	31.9%	61	36.1%	61	36.3%	86	44.1%	109	50.2%	52	38.0%	-2
Medical Treatment	11	5.9%	13	7.7%	7	4.2%	17	8.7%	8	3.7%	11	8.0%	-2
Repatriation	14	7.6%	16	9.5%	25	14.9%	22	11.3%	13	6.0%	10	7.3%	-2
Termination	32	17.3%	38	22.5%	42	25.0%	26	13.3%	41	18.9%	36	26.3%	-6
Bullying / Harassment	10	5.4%	8	4.7%	3	1.8%	2	1.0%	5	2.3%	5	3.6%	+2
Safety Concerns	14	7.6%	11	6.5%	6	3.6%	8	4.1%	5	2.3%	11	8.0%	+3
COVID-19 Related	x	x	x	x	4	2.4%	13	6.7%	25	11.5%	n/a	n/a	-
Other ³	45	24.3%	22	13.0%	20	11.9%	21	10.8%	11	5.1%	11	8.0%	+23

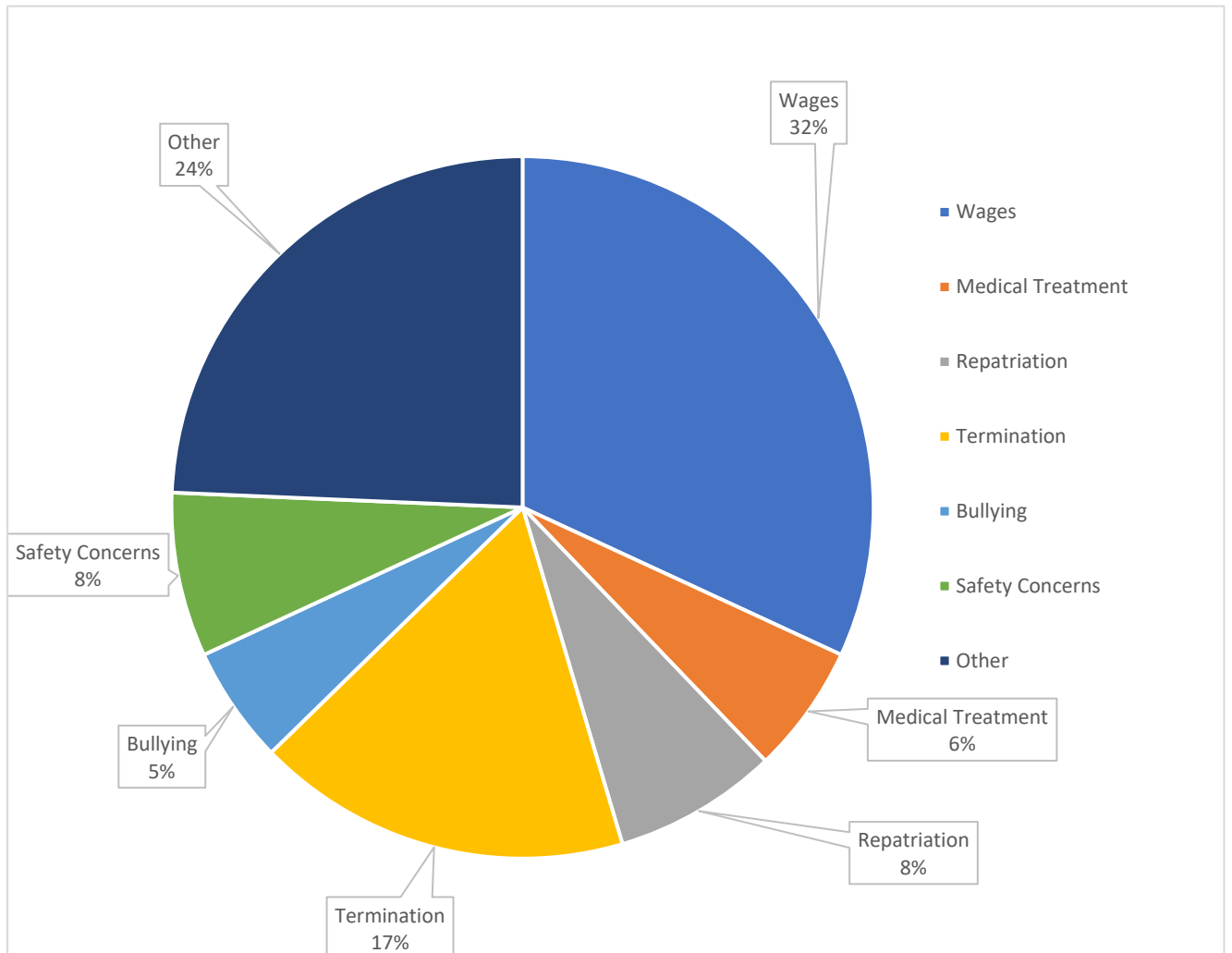


² These are 116 separate complaints as some of the complaints cover more than one listed category

³ See Categories of Complaint section

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Complaints by Category of Complaint reported during 2024

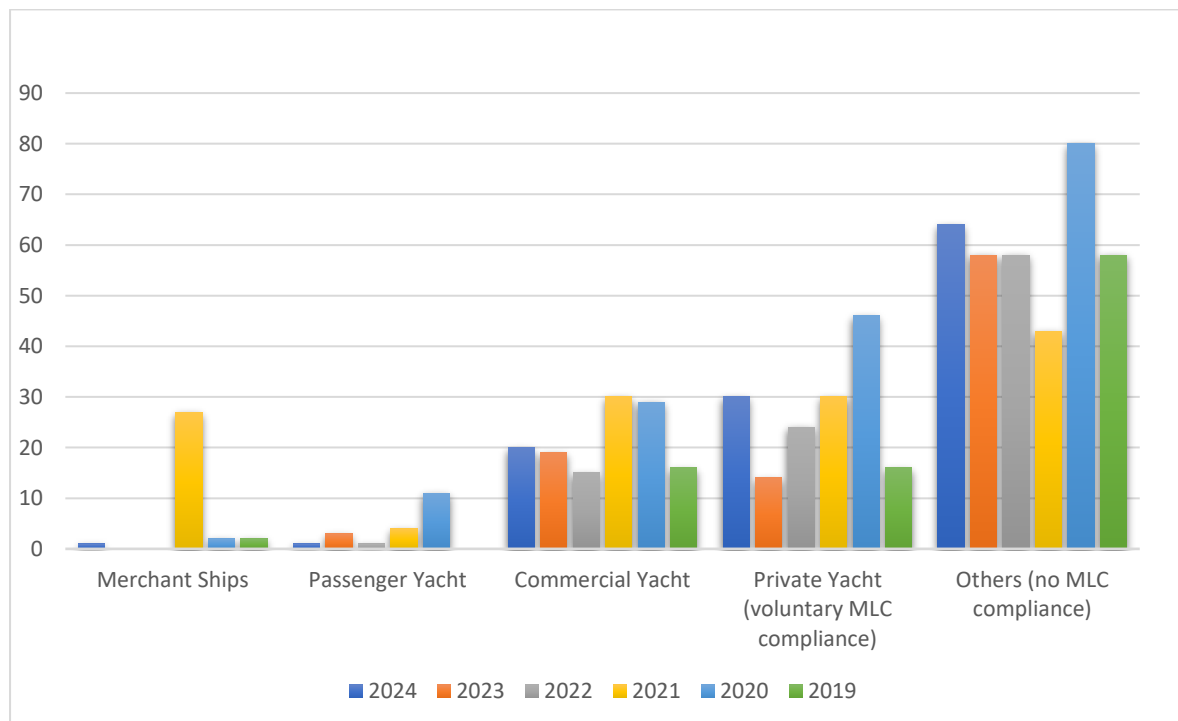


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Complaints by Vessel Registration type in 2024

As well as breaking down the reports by “category of complaint”, the incidents were also analysed as to ship type as follows⁴ –

	2024		2023		2022		2021		2020		2019		Change 2024 vs 2023
	No	%	No	%	No	%	No	%	Num	%	No	%	
Merchant Ships	1	0.9%	0	0.0%	0	0.0%	27	20.3%	2	2	1.2%	1.2%	+1
Passenger Yacht Code Compliant Vessels	1	0.9%	3	3.2%	1	1.0%	4	3.0%	n/a	6.5%	11	6.5%	-2
Commercial Yachts	20	17.2%	19	20.2%	15	15.3%	30	21.8%	16	17.3%	29	17.3%	+1
Private Yachts (in voluntary MLC compliance) ⁵	30	25.8%	14	14.9%	24	24.5%	30	22.6%	16	27.4%	46	27.4%	+16
Others (pleasure vessels, etc)	64	55.2%	58	61.7%	58	59.2%	43	32.3%	58	47.6%	80	47.6%	+6



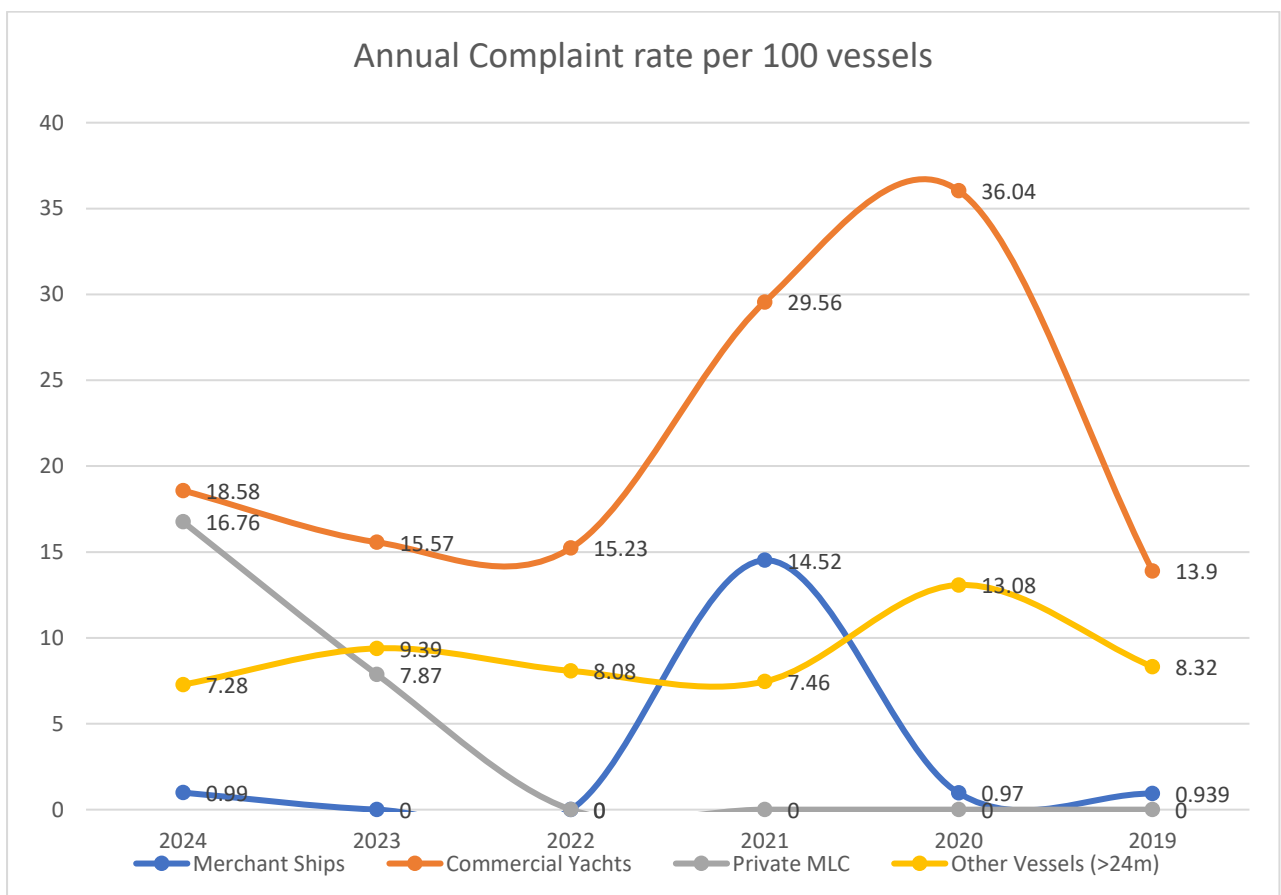
⁴ This will include some multiple category complaints (as per note 1); these may also be complaints from multiple seafarers on a single vessel (each individual seafarer complaint is recorded separately).

⁵ Some pleasure vessels may choose to voluntarily comply with the Maritime Labour Convention (MLC), 2006 as part of the Large Yacht Code and these are recorded distinctly from those which do not choose to maintain voluntary compliance.

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Complaint rate by vessel type

Ship Type:	Number of units registered	Number of complaints:	Complaint rate per ship type:	2023 Rate	Change
Merchant Ships	103 ⁶	1	0.99 per 100 units	0 per 100 units	+0.99
Commercial Yachts ⁷	116	21	18.58 per 100 units	15.57 per 100 units	+3.01
Private yachts in Voluntary MLC Compliance	179	30	16.76 per 100 units	7.87 per 100 units	+8.89
Other Vessels ⁸	879	64	7.28 per 100 units	9.39 per 100 units	-2.11



⁶ This year's figures exclude those demise chartered out of the Cayman Islands

⁷ Includes Passenger Yacht Code Compliant Vessels

⁸ "other vessels" since 2023 annual report only includes those not in voluntary MLC compliance this will impact on the complaint rate is the graph below compared to pre 2023

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Categories of Complaint:

Wages

Complaints about wages amounted to slightly under a third of all of the complaints received by the Shipping Master in 2024. This is slightly less than the last two years and a significant decrease both in actual numbers and in the percentage of total complaints from 2021 and 2020. This is the lowest percentage of complaints in any year that the data has been recorded and the second lowest in total number of complaints.

As in previous years most complaints relating to wages were for delays in payment. In addressing these sorts of complaints the Shipping Master normally advises seafarers to wait at least 2/3 weeks before involving the Shipping Master formally. However, informal advice is given straightaway which often resolves the issue without formal involvement. In the majority of cases the delays are short and may be due to an oversight, bank delays or public holidays in the owner's home country.

Sometimes wage delays are more "intentional" for instance when a seafarer has been terminated due to a falling out or for misconduct. In such cases there may be a reluctance on both sides to resolve amicably and the Shipping Master does become formally involved. In such cases the Shipping Master sometimes needs to affirm to owners and captains that recovery from wages of any costs other than for the actual costs of repatriation, subject to a cap, (following termination with cause) is not permitted and any recovery from seafarers should take place in the courts but wages should be paid in full. In most cases when the Shipping Master becomes formally involved in such cases then the issue is resolved fairly quickly through negotiation. Occasionally the two parties are unable to reach agreement and in such cases there are two options; either a binding Shipping Master decision or either party can take legal action. There were no requests for a formal decision regarding wages in 2024. A small number of disputes have resulted in legal action by one or both parties. In such cases the Shipping Master necessarily steps back from the dispute.

A complicating factor on some private yachts which are not voluntarily MLC compliant has previously been where seafarers have no formal written contract. In such cases this makes involvement by the Shipping Master much more difficult. The Merchant Shipping Act for the Cayman Islands has now been completely revised and under section 90 there is now a statutory requirement for all seafarers (including on all pleasure vessels) to have a written contract signed by both parties. Whilst this new requirement does not provide similar rights to that under the MLC it is hoped that this will ensure that many disputes can be resolved much more easily and protect both the seafarer and the shipowners' interests. MACI has produced Guidance Note 05/2024 providing more detail on this. Please note that this new requirement will be being looked at in surveys and any dialogue with the Shipping Master and failure to abide by this requirement could result in enforcement action which ultimately could result in a fine.

Examples:

A seafarer on a small commercial vessel was terminated and the owner refused to pay the final salary due to allegations that there is a lot of damage and maintenance not done. There is a clause in the contract permitting recovery of costs. The Shipping Master confirmed that wages must not be withheld other than for repatriation following termination. There is however nothing to prevent the owner suing the seafarer damages. Had this been a vessel of over 24 metres the SEA would have been reviewed by

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the CISR and any clause permitting such recovery would be rejected. Vessels under the Small Commercial Vessels Code are all delegated to the certifying authorities by the Cayman Islands Shipping Registry (CISR). The seafarer was paid in full.

A number of crew on a commercial yacht reported that alleged that wages were delayed every month (5 out of last 6) some by up to 3 weeks. The Shipping Master passed this to enforcement who attended and detained the vessel. All crew were paid shortly after the detention.

Seafarers who left a commercial yacht say they were unpaid a significant amount of leave which the owner disputes and states this is due to a contract with the previous management that the owner didn't agree with. A Seafarer's Union was also involved. The Shipping Master became involved to state that the minimum leave under MLC and law must be paid (3.2 days per month). This was agreed by the owner and paid out. At that point the Shipping Master closed the dispute, however there remained a dispute over further claims between the union and owner, however the Shipping Master did not get involved in this as it was beyond the statutory minimum.

A Seafarer on a commercial yacht was terminated after working less than a month on a rotational contract where they are paid monthly (no specific leave accrual) as such they do not accrue rotational leave when working. There is a clause that says that the seafarer earns the MLC/Law minimum leave as such the seafarer could be due approximately 3 days accrued leave at the 3.2 days per month minimum leave. This was paid to the seafarer. Even if such a clause was not in place it is a requirement that all crew on a MLC compliant vessel, regardless of the terms of the contract, receive at least 3.2 days per month in leave pay.

Medical Treatment

There were 11 complaints involving medical issues during 2024, this is a slight decrease from 13 complaints last year. As in previous years most of these complaints involved delayed payment of medical claims where a seafarer paid themselves, or where the vessel has refused to provide treatment and the seafarer has had treatment anyway.

The liability for legitimate medical claims is on the vessel (under MLC this is for medical care onboard and up to 16 weeks afterwards, for private non-MLC vessels this is for the period onboard and up to the point of repatriation where necessary). Therefore, as far as possible treatment should be arranged and paid by the vessel / employer. Sometimes this may not be possible such as when the seafarer is on leave or has left the vessel (but the need for treatment arises from their time onboard). In such cases they should try to involve the vessel so that they are aware of a potential liability. In such cases when faced with a liability the employer / owner may well choose to request a second opinion on any diagnosis. Most vessels choose to maintain insurance against their liabilities for sick pay and medical treatment. However, it must be pointed out that even if insurance is held if there is any shortfall on any legitimate claim (such as a deductible or limit) or the insurance does not pay out the owner would still be liable for the whole costs.

Most claims were resolved quite quickly once the Shipping Master became involved and pointed out what probably should and shouldn't be paid.

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Even though there is no requirement to cover sick pay and medical expenses after repatriation on pleasure vessels it is expected that the requirement to hold a contract would mean that any rights are detailed which should hopefully clarify what is and what isn't required to be covered in the future.

Examples:

A Seafarer on a Merchant Ship says they had toothache and couldn't sleep but was refused a doctor visit. The seafarer asked for discharge (unsure if mutually agreed) and claims he was under paid by approximately 1000 Euro and thinks this was due to the deduction of costs of repatriation. It was difficult to get involved without evidence that the seafarer was refused a doctor, particularly if early discharge was not mutually agreed.

A seafarer on a pleasure vessel was working under a Seasonal contract. They became ill on 10 days prior to the end of the seasonal contract but were signed off sick for a further three weeks afterwards. They were only paid until the contractual end point. This is acceptable as this is a pleasure vessel, I would not be acceptable on a MLC compliant vessel.

A seafarer on a pleasure vessel in voluntary compliance with MLC was injured on and signed off for a long period. The seafarer says they were later terminated (more than 16 weeks after the injury) without return to work whilst still not fit for work. The seafarer has said that the vessel had not covered all medical, sick pay and provided annual leave whilst off sick. The Shipping Master confirmed Leave does not normally accrue whilst sick, also any claims for sick pay or medical expenses after the 16 weeks passed may not be claimable.

Repatriation

There were 14 complaints where repatriation was part of the dispute, this is slightly less than 2023. As in previous years often repatriation wasn't the focus of the dispute which was usually linked to termination, in particular when the termination was for cause. In such cases the vessel is liable to arrange for the repatriation but may be able to deduct the costs of doing so from the final wages (usually up to \$1000 CI and it should be noted that this is a cap and not an absolute figure).

Other issues relating to repatriation involved places for return not being the home (or a different place during the early stage of employment) in the contract. This is acceptable where the seafarer agrees in the contract or the seafarer wishes to delay repatriation rather than take it as soon as practicable or to fly somewhere else other than the place for return. Both of these are not rights and could be seen as declining the right of repatriation.

In the past there have been issues where a seafarer does not have written evidence of the agreed repatriation destination. The new requirement for a written contract from the revised Merchant Shipping Act should ensure that this is much less of an issue in the future as the repatriation destination is a requirement for the contract.

Examples:

A seafarer on a Commercial Yacht resigned after a series of issues and left without notice. The vessel refused to pay notice, repatriation and the seafarer was unhappy. The Shipping Master confirmed that if a seafarer leaves without providing notice or mutual agreement to a shorter notice then notice may be

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forfeit and repatriation (if required) should be arranged but the costs may be recovered from the seafarer.

A seafarer on a voluntarily MLC compliant pleasure vessel knowingly resigned whilst their passport was at their embassy for renewal and therefore they could not take their repatriation flight. The Shipping Master agreed that this should not be covered, however perhaps as a courtesy they could have allowed a delay in flight with no expenses but the Shipping Master was unable to insist.

A seafarer on a voluntarily MLC compliant pleasure vessel travelled to a vessel to take over. Upon arrival they decided not to stay and was repatriated. The seafarer claims they were not paid for all time including travel (a large amount claimed). No contract was signed but the management paid reasonable travel time and also paid leave as such the Shipping Master considered that the seafarer was well compensated.

Termination

The second most common complaint (though often alongside complaints about wages/leave pay or repatriation) in 2024 related to termination, this was a small decrease from last year but quite a significant decrease by percentage of complaints. In many cases these were allegations of “unfair dismissal” which can be very difficult to prove and for seafarers is generally excluded from employment tribunals in most jurisdictions⁹. The Shipping Master usually cautions on this at a very early stage in the dispute and suggests if the seafarer does wish to appeal their dismissal that they speak to a lawyer. The Shipping Master will still get involved in any linked complaints, such as delayed wages, which are normally resolved.

Fairly common complaints linked with termination continue to occur where accrued leave was offset against the notice period where the seafarer served some or all of their notice period off the vessel. Provided the contract does not prohibit this and any balance of leave or notice is paid¹⁰ there is nothing to prevent this from being implemented. Although unfair dismissal is generally not available, action for wrongful dismissal, (where the termination provisions of the contract are not followed) is actionable and the Shipping Master will assist in these cases.

Examples:

A Seafarer on a commercial yacht was on unpaid leave and resigned and the company was unwilling to pay notice pay (essentially immediate termination). The Shipping Master felt that unless mutually agreed otherwise there was a right to notice pay (though if they required the seafarer to return to vessel and they refused then no notice would be due). After dialogue with the Shipping Master the Manager agreed to pay 30 days basic salary.

A seafarer on a pleasure vessel without voluntary MLC compliance says they were terminated without cause and made a series of allegations. They initially resigned but then retracted it. The Employer said that they accepted resignation but not the retraction as such they paid according to the contract. The Shipping Master concurred that this was acceptable.

⁹ Whilst unfair dismissal is generally excluded a seafarer may be able to claim by virtue of their own country of domicile

¹⁰ As an example a seafarer’s contract requires 30 days’ notice of termination and they resigned and were asked to leave immediately. At that stage they had accrued 45 days leave. In such case they should be paid the 30 days’ notice pay and then a balance of 15 days accrued leave. If they had 20 days accrued leave then they would simply be due the 30 days notice period.

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A seafarer on a pleasure vessel was terminated after series of issues leading to a breakdown between parties. The seafarer says they were initially with notice but the management subsequently changed the termination to misconduct. The seafarer suggested that wages, repatriation, leave and notice were unpaid. The Shipping Master considered that wages and leave at least should be paid but if the termination was for cause then notice pay or repatriation (subject to a maximum amount recoverable) is not normally due. All requirements were subsequently met.

Bullying and harassment¹¹

There have been 10 claims where bullying and/or harassment has been alleged which is 2 more than 2023 and again is the most since the data has been recorded. Sometimes these complaints are linked to termination and often raised rather a long time afterwards. In such cases this may be very difficult to prove though the Shipping Master asks for as much information as possible and what action the seafarer wishes to be taken.

Whilst there have been no examples of this in 2023, where an allegation may be considered a breach of Cayman Islands criminal law, MACI could offer to inform the Royal Cayman Islands Police Service (RCIPS) for their consideration of whether further action is appropriate. In most cases criminal activity would be investigated in the jurisdiction that the conduct was alleged to have taken place although the RCIPS may investigate crimes conducted on Cayman Islands vessels in international waters.

Example: A Seafarer alleged they were bullied and threatened and therefore would not return to the vessel and then left without notice. They also claimed unfair dismissal. Prior to contact with the Shipping Master the management company and a seafarer's union investigated and agreed that all was generally in order and there was no evidence for the allegations. Subsequently the seafarer approached the Shipping Master who concurred with the findings of the management and union and was unable to assist any further.

Safety Concerns

There have been 14 complaints raising safety concerns as an issue. This is an increase from 11 in 2022 and is considerably more than any previous year where the data has been collected (though as a percentage of complaints 2019 was higher).

Given that private vessels do not have to comply with SOLAS or the Large Yacht Code then complaints about "safety issues" on these vessels can be very difficult to investigate further unless the allegations would also break laws in the area (in which case MACI would advise involving the local authorities) or Cayman Islands Law. In the latter case could MACI offer to inform the RCIPS for their consideration of whether further action is appropriate. Whilst it is difficult to take action on such issues for purely private yachts, MACI does have the option to remove Certificates for vessels that may choose to hold these voluntarily, in the case of breaches of safety requirements.

When the Shipping Master has the permission of the seafarer and claims seem reasonable on commercially registered vessels (Ships and Yachts), or private yachts which have chosen the voluntarily comply with the Large Yacht Code, the Shipping Master can pass on the claims to the CISR survey team.

¹¹ The 2016 Amendments to the MLC (which entered into force in 2019) require shipowners, companies and employers to specifically address bullying and harassment in their procedures

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They further investigate or enforcement action as deemed necessary such as noting on the file for future surveys or for an unannounced survey. This happened a number of times in 2024.

Examples:

A number of seafarers on a pleasure vessel made a series of allegations about working conditions on board and raised safety issues, along with suggestions that procedures for dealing with medical issues are not very well developed or managed. These were raised with management and flag. Management has fully investigated and the Shipping Master concurred with their findings.

A Seafarer on a pleasure vessel in voluntary compliance with MLC was terminated with immediate effect due to a disagreement with the vessel's manager about who can contact class with concerns about a class related safety issue. As master he did so (which the Shipping Master pointed out would be permissible under the ISM Code) and therefore should not be grounds for immediate termination though they could terminate with notice. The termination was subsequently amended to being with notice.

Other

There have been 45 complaints during 2024 relating to issues where there were not in previous years a significant number of similar complaints on such an issue as such these have been categorised as "other". However, there were more complaints relating to the terms of the SEA than many other established categories¹². This is a much greater number than in any other previous year that data was collected by a factor of more than 2. These complaints include:

- Food – 3
- Accommodation – 3 - Example: A seafarer's union reported that a pleasure vessel's accommodation and other facilities were not suitable for crew habitation and no alternative was being offered. This was passed to enforcement who attended and detained the vessel. Subsequently the issues were resolved.
- Visa issues – 1
- Discharge Book / reference – 1
- Hours of Rest – 2: as per previous year's reports this is slightly surprising as anecdotally this is seen as a significant issue, in particular on yachts during "the season".
- SEA Terms – 18: There has been a very large increase in questions and complaints about the terms of the SEA / contract from 3 last year to 18 in 2024. Many of these were on pleasure vessels where the MLC does not apply and provided that the contract complies with the basic new requirements of section 90 of the Merchant Shipping Act 2024 then we are limited in what the flag can do - Examples: A seafarer's organisation asked if seafarer can be expected to pay for a training course taken whilst employed if they subsequently resigned. The seafarer was told it would be reimbursed at the time, however the contract was subsequently amended to require a 12 month stay before resigning or the seafarer must reimburse any costs. The Shipping Master felt that this would not be appropriate if it were simply enforced, however as the seafarer had signed to accept the change in terms, as such the Shipping Master felt unlikely to be able to

¹² Only wages and termination were raised more in 2024. If this is maintained in 2025 it will be added as a new category and statistics from previous years will be included separately

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assist. A seafarer departed a vessel and believes is due a significant amount of accrued leave. However, the contract simply pays them monthly whether on or off the vessel and therefore there would be no leave accrual.

- Tips/Bonus/Gratuity – 4: the Shipping Master cannot normally get involved in disputes over bonuses or gratuities unless these are contractually binding. Example: A Seafarer resigned with notice to end at the end of the 12 month contract. The contract had a clause saying that a bonus will be paid if the seafarer fulfilled 12 months of service (there doesn't seem to be any element of discretion). The Shipping Master strongly suggested this be paid unless there is a clause to override, it is understood that this was paid.
- No written contract – 4: Since the revised Merchant Shipping Act came into force there is a statutory requirement for all crew on all vessels to have a written contract signed by both parties. Section 90 of the Act provides further detail on the minimum requirements and Guidance Note 06/2024 provides guidance on this new requirement. It is an offence for this to not be complied with and it will be a focus in surveys moving forward and the Shipping Master will also ask complaints if they have a contract and if they do not will pass this on to enforcement. There have been just 4 complaints about the lack of any contract which is quite low and taken with the increase in complaints about contractual terms suggests that this new requirement is broadly being complied with.
- Victimization – 4: Where MLC applies it is a serious breach to take action against someone for making a complaint. This could be a complaint to management, onboard, to the flag or other authorities. Where this is alleged the CISR takes this very seriously and this year there have been a small number of these incidents and has taken enforcement action including detaining a vessel for a prolonged period. Example: A number of crew on a vessel were allegedly terminated following detention by flag resulting from a complaint about unpaid wages and other issues, whilst it was difficult to find concrete evidence of victimisation the detention was maintained for longer as a result
- Pregnancy – 2: Seafarers who discover they are pregnant should go for new Seafarer Medical appointment and the doctor will consider further and will determine when they can work until and whether or not they are limited in the types of work that can be done. They cannot work if considered unfit to do so. Pregnancy should not be considered an illness and therefore does not attract sick pay. There is no statutory right to maternity (or paternity pay) on Cayman Islands vessels, either private or commercially registered, and any right to maternity pay is subject to the contract. The only statutory right would be to any annual leave earned during the period of service. If the seafarer is still working then they are entitled to have emergency doctor's appointments covered for any complications, however routine appointments such as for scans would normally fall to the seafarer to cover. Whilst the above applies to seafarers on Cayman Flagged vessels there may of course be some further/different rights which may apply in the country of residence. Example: The doctor of a Seafarer on a pleasure vessel has said they are only fit to work 4 hours per day so the seafarer is being strongly encouraged by the vessel to resign. If MLC applied the shipowner couldn't terminate without notice for this but probably could terminate with notice. As MLC did not apply there was little that could be done other than suggest approach authorities in their own country to see if a claim is possible.

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Findings from 2024

Looking at the circumstances surrounding the seafarer complaints and welfare issues reported to MACI:

- There was a significant increase in separate complaints since 2023 from 98 to 116, but a smaller increase by category of complaint. This is the highest number other than the two years of the pandemic (2020 and 21) since the statistics began to be recorded (after 2020).
- In comparison to other similar flags (including the REG) MACI continues to see a very high number of complaints but it is considered that this is in part due to the fact that complaints get heard and seafarers do have options.
- There has been one complaint from a Merchant Ship after none during the previous 2 years.
- As per last year the percentage of complaints from pleasure vessels (those that are voluntarily MLC compliant and those that are not) is over 80 % of total complaints.
- On both commercial and voluntarily MLC compliant vessels there has been a significant increase both in number of complaints and rate per 100 vessels. However, unlike last year complaints from pleasure vessels in voluntary MLC compliance considerably exceed those from commercial yachts (though the rate per 100 vessels remains lower).
- The vast majority of complaints continue to stem from pleasure vessels not in voluntary compliance with MLC, though the rate per 100 units is much lower than for commercial yachts or those in voluntary MLC compliance (less than half).
- 32% of all complaints concerned delayed or unpaid wages (similar but slightly lower than 2022 and 2023). There has been a small decrease in complaints relating to termination which is broadly similar to the long term trends.
- Complaints about repatriation delays have continued to decrease after significant increases in the pandemic years and into 2022. It is reasonable to conclude that this reflects a continuing settling down after COVID restrictions were relaxed across the world and the initial issues relating to sanctions have passed through.
- There has been a very large increase in questions and complaints about the terms of the SEA / contract, from 3 in 2023 to 18 in 2024. Most of these are from pleasure vessels where MLC does not apply. Provided that the contract complies with the new requirements of section 90 of the Merchant Shipping Act 2024 then flag is limited in what it can do. It may be considered that much if the reason for this increase is the new statutory requirement to have a written contract on all vessels may have led to greater awareness of contractual terms. Also, possibly where contracts haven't been formally in place before then making the process more formal may have led to some issues.
- There has been an increase (though just over than 5% of all complaints) in the number of bullying and harassment allegations. Whilst concerning this may be partly attributed to much greater awareness in the industry and society in general of these issues.
- There was another (after similar in 2023 also) significant increase in the number of allegations concerning safety issues reported to the Shipping Master. A number have been passed on to enforcement for further investigation.

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- Unusually there have been a number of complaints about victimisation for making a complaint. These included a seafarer who was terminated following detention by the flag after a complaint. It is very concerning to see this and if someone definitely suffers ill effects as a result of making a complaint then is a serious breach of the MLC (where it applies).
- Noting the new requirement since March 2024 for all crew regardless of registration status to be working under a signed contract, there have been just 4 complaints about the lack of any contract which is quite low and taken with the increase in complaints about contractual terms suggests that this new requirement is broadly being complied with.
- Most complaints are resolved fairly successfully and rapidly once the Shipping Master becomes formally involved.....or often if the seafarer mentions that has raised it!

Limitations

This report is a presentation of raw data with limited analysis. The sample sizes are small, variables are large, and no formal statistical analysis has been undertaken. Where limited analysis has been undertaken there is no evaluation of statistical significance. This report contains comparison of reports received for 2019 to 2022. With four years to compare, inferring any trends should be treated with caution.

“What is reported” does not automatically correlate to “What has occurred”.

Reporting Complaints and other welfare issues

Complaints, concerns about working conditions and other welfare issues occurring on Cayman Islands vessels should be reported to the Maritime Authority of the Cayman Islands –

By email: shipping.master@cishipping.com

Via the website: Please click [HERE](#)¹³

By telephone: +44 1489 799 203 or +1 345 9498831.

Maritime Authority of the Cayman Islands.
January 2025.

¹³ <https://www.cishipping.com/policy-advice/shipping-master/contact-form-1>