

Seafarer Complaints and other welfare issues reported to MACI (2021)

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 any contract made thereunder. The Shipping Master is generally not able to assist in non-contractual disputes and claims.

The Shipping Master also reviews 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 2021.

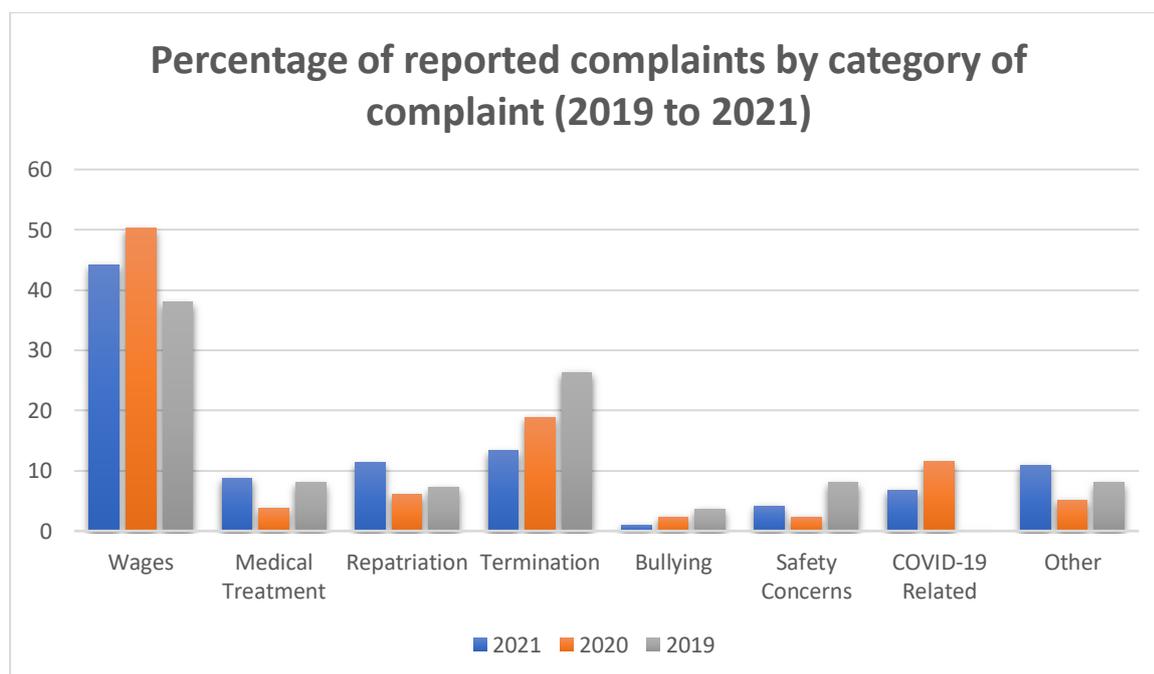
¹ See s96 of the Merchant Shipping Act (MSA) 2021 Revision

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Reported Complaints by Category of Complaint in 2021

A total of **195** complaints² were reported to MACI during 2021 a decrease of 22 compared to 2020. These can be broken down as follows –

	2021		2020		2019		Change
	Num	%	Num	%	Num	%	
Wage Disputes	86	44.1%	109	50.2%	52	38.0%	-23
Medical Treatment	17	8.7%	8	3.7%	11	8.0%	+9
Repatriation	22	11.3%	13	6.0%	10	7.3%	+9
Termination	26	13.3%	41	18.9%	36	26.3%	-15
Bullying / Harassment	2	1.0%	5	2.3%	5	3.6%	-3
Safety Concerns	8	4.1%	5	2.3%	11	8.0%	+3
COVID-19 Related	13	6.7%	25	11.5%	n/a	n/a	-12
Other ³	21	10.8%	11	5.1%	11	8.0%	+10

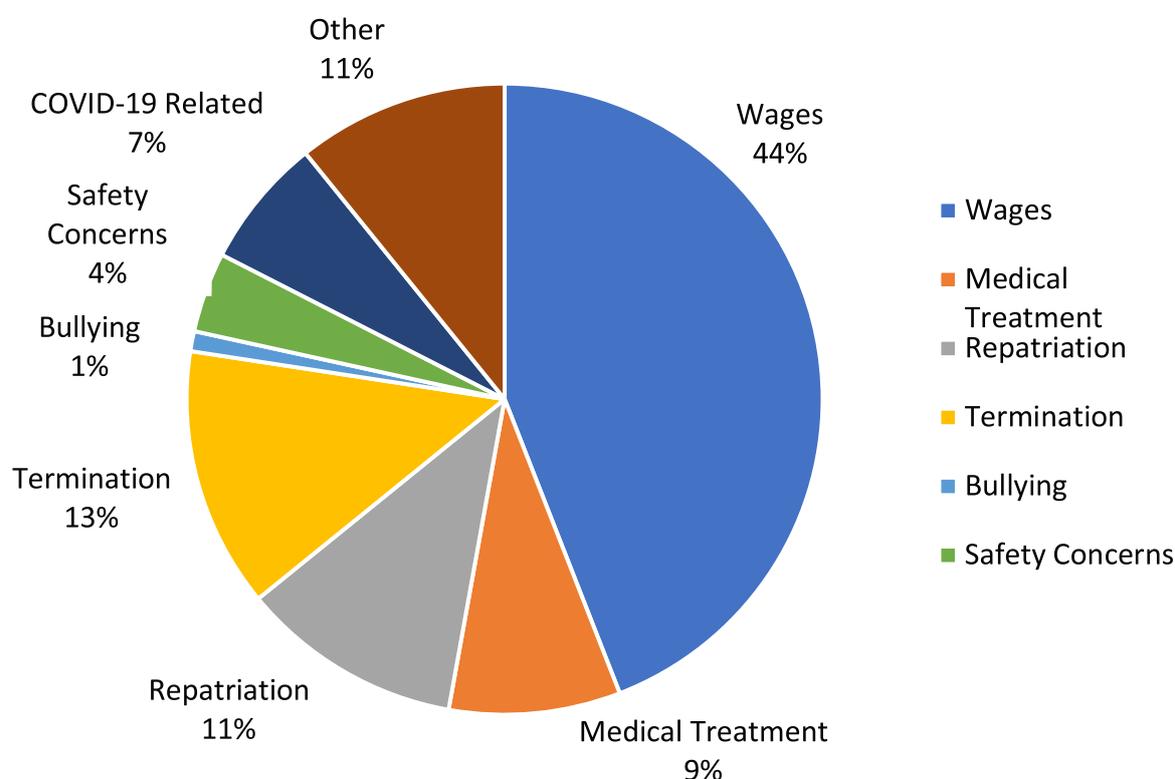


² These are 134 separate complaints as some of the complaints cover more than one listed category

³ See Categories of Complaint section

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Complaints by Category of Complaint reported during 2021



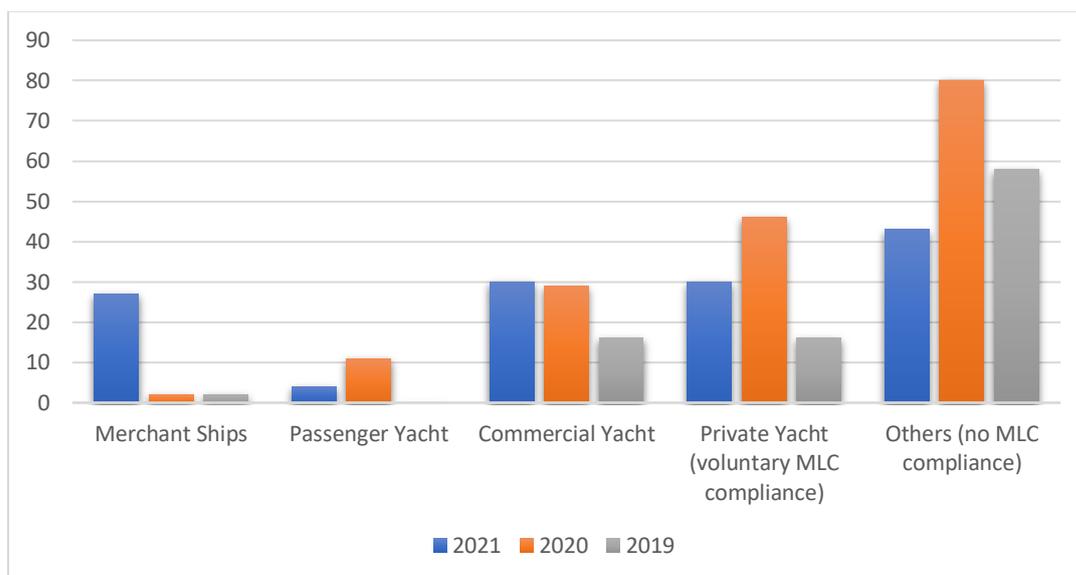
Complaints by Vessel Registration type in 2021

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

	2021		2020		2019		Change
	Num	%	Num	%	Num	%	
Merchant Ships	27	20.3%	2	1.2%	2	2.2%	+25
Passenger Yacht Code Compliant Vessels	4	3.0%	11	6.5%	n/a	n/a	-7
Commercial Yachts	30	21.8%	29	17.3%	16	17.4%	+1
Private Yachts (in voluntary MLC compliance)	30	22.6%	46	27.4%	16	17.4%	-16
Others (pleasure vessels, etc)	43	32.3%	80	47.6%	58	63.0%	-37

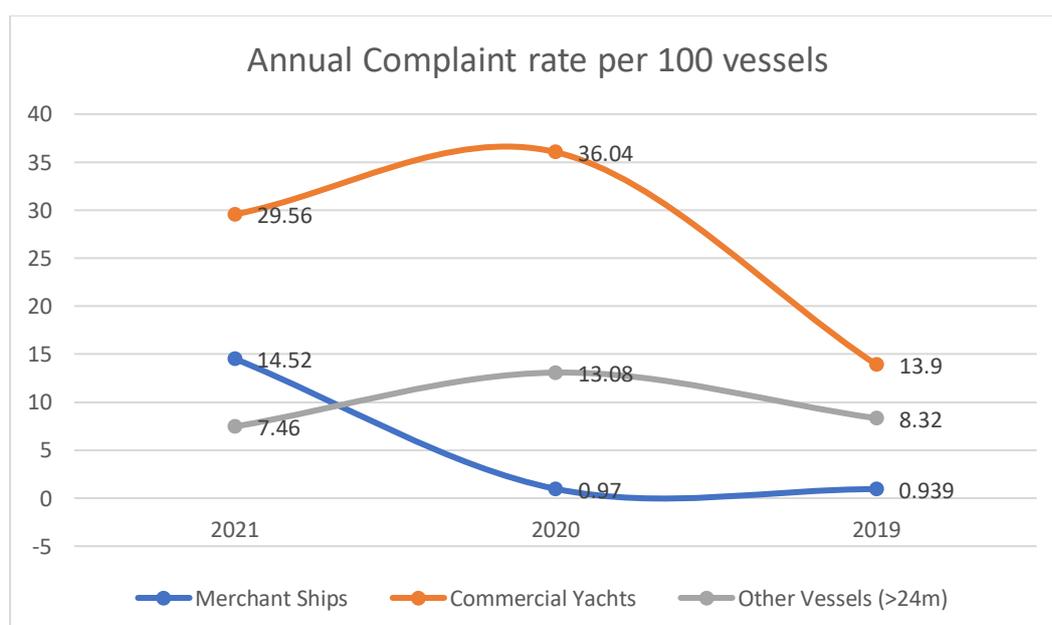
⁴ This will include some multiple category complaints (as per note 1); these may also be complaints from multiple seafarers on a single vessel (each individual seafarer complaint is recorded separately).

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Complaint rate by vessel type

Ship Type:	Number of units registered:	Number of complaints:	Complaint rate per ship type:	2020 Rate	Change
Merchant Ships	186	27	14.52 per 100 units	0.97 per 100 units	+ 13.55
Commercial Yachts ⁵	115	34	29.56 per 100 units	36.04 per 100 units	- 6.48
Other Vessels (>24m) ⁶	978	73	7.46 per 100 units	13.08 per 100 units	- 5.62



⁵ Includes Passenger Yacht Code Compliant Vessels

⁶ "other vessels" have not been separated into those in voluntary MLC compliance and those that are not.

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Categories of Complaint:

Wages

Complaints about wages amounted to slightly under half of all of the complaints received by the Shipping Master (SM) in 2021. This was a small but not insignificant decrease both in actual numbers and in the percentage of total complaints.

As in previous years most complaints relating to wages were for delays in payment. In addressing these sorts of complaints the SM normally advises seafarers to wait at least 2/3 weeks before involving the SM 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 SM does become formally involved. In such cases the SM 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 SM 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 has been no requests for a formal decision regarding wages in 2021. A few disputes have resulted in legal action by one or both parties. In such cases the SM necessarily steps back from the dispute.

A complicating factor on some private yachts which are not voluntarily MLC compliant is where seafarers have no formal written contract. In such cases this makes involvement by the SM much more difficult. When a seafarer approaches MACI without a formal contract the SM cautions that it may prove difficult but tries to obtain as much information (text messages, emails etc) as possible to assist. Normally these disputes are resolved informally, as any other wage dispute, but sometimes where there is limited or no evidence it is impossible for the SM to become involved. It is in both sides interests that all seafarers have a written contract when working on any Cayman Islands vessel.

In addition to wage delays another complaint that is fairly regular relates to leave from previous years. The MLC and the Law indicates that the minimum period of leave should be used in the year it accrues and not be carried over from one year into the next. Obviously this requires the vessel to provide ample opportunity to take the leave, though force majeure should be a consideration (for instance if there is a serious illness affecting opportunity to take that years full leave entitlement). In such cases where ample opportunity has been given to take their leave then the SM will caution a seafarer making a claim for leave earned in previous leave years that this may be refused.

Example: The SM received a complaint concerning delayed wages on all the ships in a merchant fleet on the Cayman flag. Whilst not the normal procedure for seafarer complaints the SM decided to formally take up the complaint and as a result the delayed wages were paid quickly. It was indicated that the delay was due to banking delays from the COVID pandemic. Subsequently the SM has monitored the situation to consider whether to involve technical enforcement and there was one further similar complaint which again the SM took up resulting in a rapid payment of the outstanding wages. This again

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was apparently a result of the COVID situation where the employer is based which was compounded by a local audit. If there is a third similar complaint the SM will formally pass this to enforcement.

Medical Treatment

There were 17 complaints involving medical issues during 2021, this is an increase of from 11 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 SM became involved and pointed out what probably should and shouldn't be paid.

Example: A Seafarer on a private yacht without MLC compliance worked onboard for a long period and went on leave in January 2021. The seafarer had not booked a direct flight home but instead took a brief stopover on the way. At this intermediate destination the seafarer became ill requiring immediate hospital treatment. The seafarer covered their own expenses as the owner refused at the time but indicated this would be reimbursed. There was much debate as to the nature of the trip and the "stopover" however as the seafarer had not reached their place of repatriation the SM confirmed medical expenses from journey should be paid but not those upon reaching repatriation destination.

Repatriation

There were 22 complaints where repatriation was part of the dispute 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). The total number of complaints increased significantly from last year, almost doubling as a percentage of total complaints.

In 2021 the COVID-19 pandemic continued to have an impact on flight availability and access in general to repatriation in many parts of the world throughout the year in particularly the early part of the year and towards the end as the Omicron variant took off. There is much general awareness of there being significant issues with seafarers being unable to be repatriated and staying onboard well in excess of their contractual periods of service. This will be discussed further in the COVID 19 section of the report.

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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. Finally as with wage disputes where no contract is in place it can be difficult to resolve such issues.

Example: A seafarer on a private yacht in voluntary compliance with MLC resigned providing the required 7 day notice of resignation during an initial “probationary period” to join a new vessel. There was a clause in the contract signed by the seafarer permitting recovery of expenses if a seafarer resigns during the first 90 days. The SM advised all parties that regardless of whether the contract had been signed including this clause the clause is unacceptable on vessels where the MLC applies. Even though the new employer had agreed to cover the flights to the new vessel the managers insisted on booking a flight and said they are imposing a \$1000 “fee” on the complainant regardless of whether a repatriation flight was required. The SM considered that this action appeared to be a breach of the MLC/Law and in addition the clause in the contract also appeared to breach the MLC/Law. As such the SM informed the technical enforcement team. Following deduction of the costs of repatriation from the seafarer and refusal to engage in mediation the Shipping Master made a formal Decision ruling in favour of seafarer. The seafarer was then fully reimbursed. This also further affected other seafarers from the same vessel who similarly were reimbursed. The clause permitting such deduction was later removed from the SEA.

Termination

The second most common complaint (though often alongside complaints about wages/leave pay or repatriation) in 2021 related to termination. 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 jurisdictions⁷. The SM 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 SM 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 paid⁸ 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 SM will assist in these cases.

There were a number of COVID-19 related complaints relating to termination and some of these will be discussed in the COVID-19 section of this report.

Example: A seafarer on a merchant ship was under threat of redundancy. He then agreed to take a short term contract with another ship in the same fleet under the same management. Once that short term contract ended the seafarer was given normal termination rather than the earlier redundancy terms.

⁷ Whilst Unfair dismissal is generally excluded the seafarer may be able to claim by virtue of his country of domicile

⁸ 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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The SM advised the seafarer but finally confirmed that he cannot really get involved provided that the normal notice and termination procedures under the contract is respected.

Bullying and harassment⁹

There have been 2 claims where bullying and/or harassment has been alleged which is 3 less than 2020 and 2019. 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 SM asks for as much information as possible and what action the seafarer wishes to be taken.

In addition, whilst there have been no examples of this in 2021, 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.

Safety Concerns

There have been 8 complaints raising safety concerns as an issue. This is an increase from 5 in 2020 but less than 2019 where there were such 11 complaints.

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 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. In addition, section 104 of the Merchant Shipping Act (Obligation of Shipowners as to seaworthiness) and section 121 (Conduct endangering a ship, persons, etc) applies to all Cayman Islands Ships regardless of registration status and breach of this can carry quite severe penalties.

When the SM 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 SM can pass on the claims to the CISR survey team. They further investigate or enforcement action as deemed necessary such as noting on the file for future surveys or for an unannounced survey.

Example: A seafarer was injured, with quite serious impact, onboard a small commercial yacht. This accident was not reported to MACI at the time. The seafarer’s lawyer later contacted the SM to find out more information on the reporting requirements. The SM confirmed that with the information provided it appears that the vessel should have reported this at the time. Separately to this a flag Surveyor attended and the accident was then reported immediately following survey finding. Following further dialogue between the SM and the seafarer’s lawyer the case was passed to technical enforcement who replied to lawyer saying this issue has been investigated and noted for future follow up.

⁹ 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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Other

There have been 21 complaints during 2021 relating to issues where there were not a significant number of similar complaints on such an issue as such these have been categorised as “other”. This is a significant increase over 2020 (and 2019) These complaints concerned:

- Food - 2
- Belongings/Personal Property – 5: a significant increase which if continued may warrant a separate category in the future.
- Discharge Book / reference – 6: a significant increase which if continued may warrant a separate category in the future.
- Hours of Rest – 1: as per last year’s report this is slightly surprising as anecdotally this is seen as a significant issue, in particular on yachts during “the season”. However, there has been a formal investigation for a vessel resulting from issues picked up in a flag survey though no complaints were submitted to the SM. In addition there was one informal complaint which is not included as this was agreed to remain informal.
- Seafarer Employment Agreement (SEA) Terms – 5: this is a new category within “other”. Though this might be due to a recording change that wasn’t noted before and will normally stem from other complaints. This in particular stemmed from the example given in the “repatriation” section which covered a number of separate complaints on the same SEA clause.
- Tips/Bonus/Gratuity – 2: the Shipping Master cannot get involved in disputes over bonuses or gratuities unless these are contractually binding and form part of the contract of employment/SEA.

COVID-19

2021 was the second year where the COVID 19 pandemic has continued to have a considerable impact on the whole world not least the shipping industry and this has led to a lot of queries and complaints to the Shipping Master.

This section looks at complaints relating to the pandemic which the SM has been involved in, but this year’s report also provides commentary on actual reported cases and outbreaks and other COVID related issues on Cayman Islands ships.

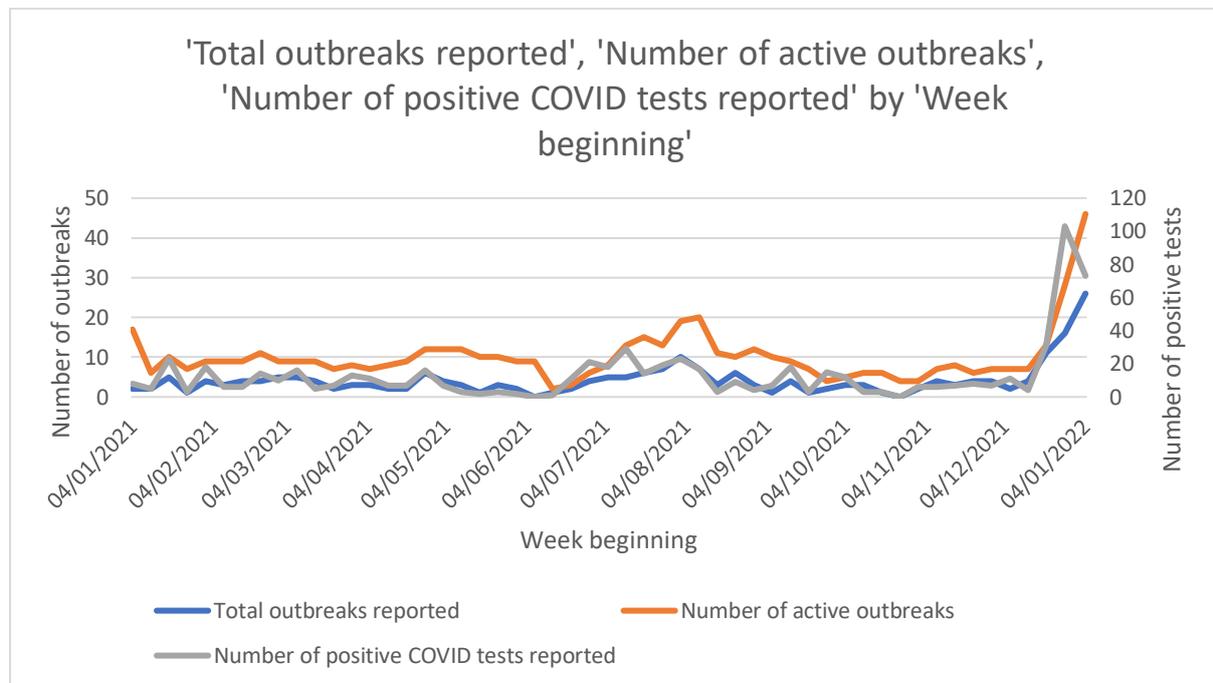
COVID 19 is a reportable disease under the Merchant Shipping (Maritime Labour Convention) (Health and Safety) Regulations 2014 and the associated Shipping Notice 02/2015 (as amended). The Shipping Notice requires that a reportable disease is reported to MACI immediately upon diagnosis.

Once reported the SM will require further information such as whether the vessel has reported this to the local authorities where the vessel is located (if there are any). The SM also asks to be kept updated with developments including deterioration of any symptoms and whether there are further suspected or confirmed cases. The SM keeps the outbreak open until the local authorities where the vessel is located confirm that there are no positive cases and/or additional restrictions imposed. The SM records all reported outbreaks and numbers of cases.

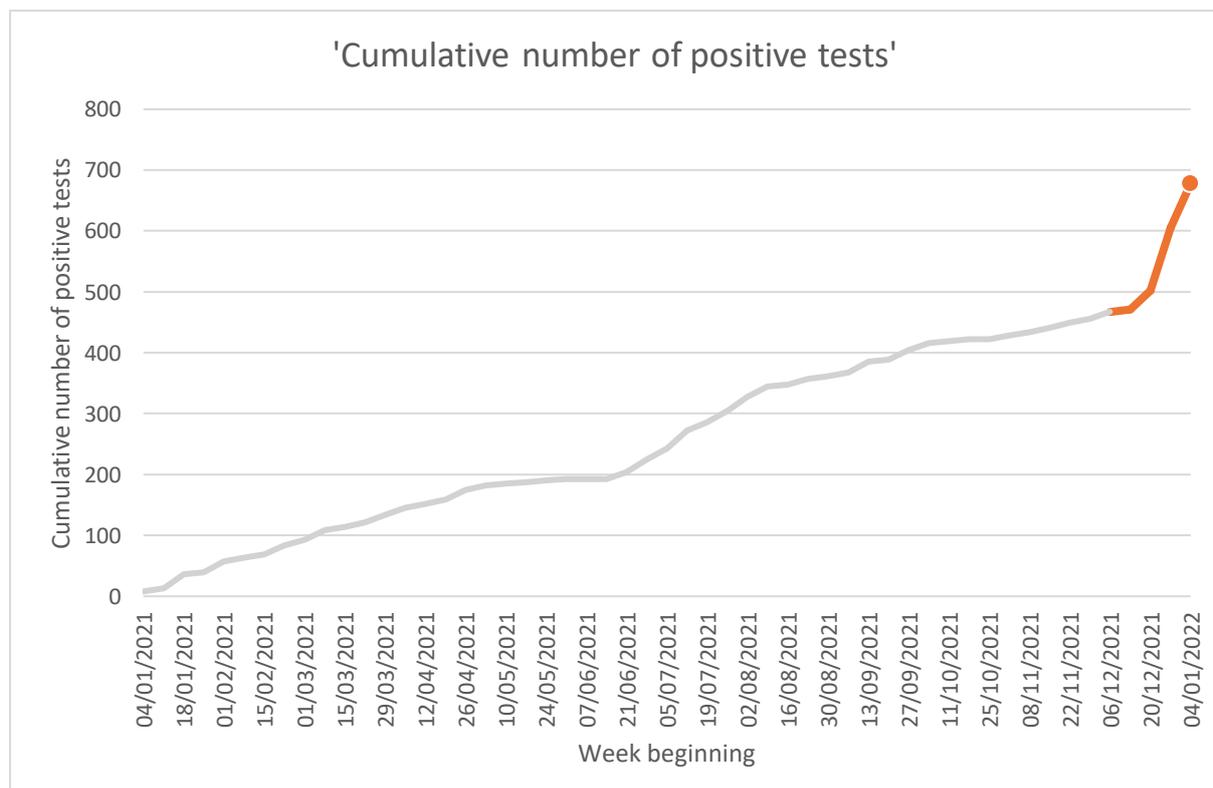
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The following two graphs showing the evolving situation of COVID 19 on Cayman Islands flagged vessels and seafarers through 2021. Please note however that whilst this is an accurate report of what was reported to MACI we cannot guarantee that all cases were reported from the entire fleet.

COVID-19: outbreaks and positive cases reported to MACI in 2021



COVID-19: Cumulative positive cases reported to MACI in 2021



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The above graphs clearly show the development of the pandemic across the year and are broadly similar to the graphs everyone will have become used to seeing in their own national media and Government updates.

The Alpha wave which began in late 2020 is shown at the start of the year though broadly receding through January. In the summer the Delta wave is clearly visible which led to case numbers not seen prior to this in the pandemic. Finally, in December the much more infectious Omicron variant led to very large spikes in cases as can be seen in the orange line on the first graph showing the number of active outbreaks but also in the very rapid increase in the total number of reported positive tests in the second graph.

Sadly during the year there were 2 deaths that were officially recorded as being caused by COVID 19 infection. Furthermore, particularly in the summer Delta wave, there were a number of hospitalisations of seafarers on Cayman Islands ships. So far the Omicron wave has not resulted in the same levels of hospitalisation which may be attributed to the purported “mildness” of the variant compared to earlier variants (particularly Delta) but also to very high levels of vaccine uptake on Cayman flagged vessels. Clearly this is a very welcome development.

Example – A seafarer on a Merchant Ship became extremely ill with COVID symptoms and needed immediate hospital treatment ashore. However due to the local situation with COVID the seafarer was not immediately permitted to disembark in the Port State and therefore had to be treated in the ship’s hospital. The SM became involved and escalated this through the Governor of the Cayman Islands to the UK’s Foreign, Commonwealth and Development Office (FCDO) as the vessel was a British Ship. The FCDO were able to secure approval with the Government of the Port State to disembark the seafarer for treatment though sadly the local health authorities continued to refuse to permit this. The managers contacted ports in the region and most were unwilling to allow the disembarkation. However, one port a week’s journey away did indicate that they would accept the seafarer for treatment. As such the vessel sailed to this port maintaining the seafarer in the onboard hospital with medical oxygen. Thankfully the seafarer was able to be hospitalised ashore receiving treatment and he has subsequently fully recovered.

[COVID-19: complaints linked to the COVID-19 pandemic in 2021](#)

There have been 13 specific complaints directly related to the pandemic which is a drop of almost 50% from 2020, however it is considered that many other complaints in 2021 were partly related without COVID-19 being the focus.

As noted previously there have been well known issues in the media surrounding availability of flights, crew changes and seafarers working onboard well in excess of their maximum periods of service. Whilst there have been few of these that have resulted in actual complaints, in particular in yachting, the SM has had to regularly advise on repatriation rights particularly where there are delays. Linked to this there have been a number of complaints from crew that have been asked to delay their leave due to flight delays. It is of course important for many reasons that seafarers take their leave when available and practicable. However, provided that the crew have not exceeded the maximum continuous period of service of 11 months any leave could be postponed due to the exigencies of the vessel (and might also be to crew’s benefit as much of their leave period might be taken up by quarantine). It should be noted that many Port States are taking an increasingly strict line on extended service periods (beyond 11 months or where a shorter period contract has expired and not been extended) and an operator should always discuss with the Flag State when this situation arises.

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Some crew have commented that they have been asked to take leave in a different place than their repatriation destination in their contract. The MLC says that crew have a right to take leave in their place of repatriation, however, given the myriad issues with flights and quarantine arising from the pandemic this has not always been practicable or even possible. As noted above leave can be delayed for up to 11 months since last joining however if both parties mutually agree to a different place for leave then this is acceptable though ideally everyone should be sent home at least once during the calendar year for leave.

There have been a lots of concerns raised about mandatory quarantine both upon return home (following termination) and when joining the vessel and whether wages and the costs of any quarantine should be paid in full. Where crew have to quarantine by government rules away from their agreed place of repatriation in their SEA (either leaving or joining the vessel) this should be considered as part of the period of service and therefore paid accordingly. This is difficult to insist upon where they are actually at their agreed place of repatriation. Included in the duty pending repatriation under the law is any reasonable accommodation, food, medical and other expenses. If the seafarer's home address is the agreed repatriation destination and they can quarantine there then this is not strictly part of period of service; if they have to quarantine somewhere else (such as a hotel or quarantine facility) then this would be considered part of period of service (wages and expenses paid); if the place of repatriation is the airport nearest to home then liability ends when arriving at the airport so any quarantine is not strictly part of the period of service.

Finally, there have been a number of instances where seafarers have indicated that they do not wish to take the COVID 19 vaccine for personal reasons (not medical). In many cases the employer has indicated that seafarers will be terminated under the provisions of the contract (with notice for any reason) if they do not agree to take the vaccine within a certain amount of time.

If existing crew are asked to take the vaccine they would of course have a right to say no and then it would be for the vessel / owner to determine whether they wished to continue employing them. Clearly if they take it and there were any ill effects whilst in the period of employment then like any illness this would be required to be covered for the period onboard (private yachts) and for up to 16 weeks (if MLC applies). If the seafarer does not choose to agree to take the vaccine then this would not be a breach of contract by the seafarer and therefore if the owner/employer decided to terminate this would require full notice according to the contract. It is advised that Owners may wish to seek separate legal advice on this though to ensure that they are not in breach of any laws where the seafarer is resident.

If countries make vaccination mandatory to visit them (vaccine passport) then much like yellow fever for example crew would have to comply with that to work there. If they choose not to then this might be somewhat different to the above where it is an owner / vessel decision to require vaccination and is more like not having a relevant visa for example.

Examples: Seafarers on a commercial yacht were allegedly terminated due to contracting COVID. The vessel's onboard managers (not the ISM managers) tried to claim they were not responsible for any expenses or sick pay resulting from this despite this being contracted whilst signed on. One of the seafarers was subsequently signed off sick by their own doctor when ashore at the repatriation destination. The onboard Managers also challenged this and refused to pay sick pay. Eventually following SM involvement they arranged for the seafarer to obtain a second opinion which declared the seafarer fit from that point. At this stage the SM contacted the actual ISM management and it was

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agreed to pay the seafarer until 2nd opinion. Despite this being paid the SM passed this to technical enforcement due to the initial refusal to pay at all and processes followed.

There have been two complaints from merchant ships regarding extended sea service beyond the period in the contract. Neither of these exceeded the maximum amounts permitted in the Law or MLC but they did exceed the seafarer's own personal contractual period of service. In both instances the vessel had been operating where crew changes were known to be very difficult due to COVID restrictions. In both instances the SM indicated to inform company that must arrange repatriation as soon as practicable if the seafarer is unwilling to sign an extension. Both examples were repatriated at the next port.

Findings from 2021

Looking at the circumstances surrounding the seafarer complaints and welfare issues reported to MACI in 2020 there are a number of conclusions that are worth noting:

- There was a significant decrease in complaints from 2020 years, some of this was a result of a rather less multiple complaints from single vessels. The total for 2021 (195) is still significantly higher than that for 2019 which was 137.
- In comparison to other similar flags (including the Red Ensign Group) the Cayman Islands continue 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 a very significant increase in complaints from Merchant Ships, some of this can be traced to multiple complaints about wage delays from one fleet however even without this there would have been much more than previous years. It is likely the COVID pandemic has had an impact on this due to the majority of the other complaints being about repatriation and extended sea service.
- Unlike previous years the percentage of complaints from pleasure vessels (those that are voluntarily MLC compliant and those that are not) is much lower and only slightly over half of the total complaints. There has been a particularly large drop (almost 50%) in complaints from pleasure vessels not in voluntary compliance with MLC.
- 44% of all complaints concerned delayed or unpaid wages. This is a decrease from 2020 where 50% of complaints involved wages. This may be partly a result of significantly fewer multiple complaints from single vessels with large crews. As most, though unlike previous years by no means all, of these complaints are from seafarers on yachts we must consider that the COVID-19 pandemic continues to have a significant impact on some yacht owners.
- In last year's report it was pointed out that the number of complaints about repatriation delays had not increased by very much (and decreased as an overall percentage) despite early on in the pandemic there were a lot of queries and issues regarding repatriation due to flight delays / cancellations. This year there was a significant increase in these complaints almost doubling. Much of this may be due to short notice changes to rules on immigration and quarantine as the

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various variants spread around the world. There is no doubt the quarantine requirements in Australia and New Zealand in particular had a major impact on yacht crews in particular.

- There has been a significant drop in allegations of bullying and harassment from an already low number of allegations. This is to be welcomed and perhaps could be partly attributed to the amendments to MLC which entered into force recently along with much greater awareness in the industry and society in general of these issues.
- COVID-19 quarantine requirements continue to be a source of considerable queries and complaints in particular where changes occur at short notice in particular in countries of residence. This particularly affects yacht crew many of whom reside in countries which have stricter quarantine requirements than some countries. There are also considerable costs and delays involved in obtaining clearance to fly home. As such all parties should continue to show flexibility and pragmatism here in particular with regard to taking of leave prior to reaching the maximum period of service.
- Most complaints are resolved fairly successfully and rapidly once the Shipping Master becomes involved.....and often resolved when the seafarer mentions that the Shipping Master has been made aware of the issue!

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 2021. With only three 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](#)¹⁰
- By telephone:** +44 1489 799 203 or +1 345 9498831.

Maritime Authority of the Cayman Islands.
February 2022.

¹⁰ <https://www.cishipping.com/policy-advice/shipping-master/contact-form-1>