

Forgotten keyworkers: the experiences of British seafarers during the COVID-19 pandemic

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Abstract

During the COVID-19 pandemic the UK Government designated seafarers as keyworkers. This article explores their experiences in an industry operating under international legislation designed to ensure and maintain their employment and working conditions. Three hundred and fifty-two British seafarers completed an online questionnaire. The findings revealed two key themes: the erosion of the terms and conditions of those who work at sea, and the differing experiences of those who were precariously employed on single voyage contracts in comparison to those in permanent employment. In contrast with precariously employed individuals, more seafarers with permanent contracts were joining the vessel as normal and fewer were not being paid having been unable to join a ship as scheduled. In a similar vein, fewer permanently employed seafarers were adversely financially impacted during the pandemic. The article concludes that those with the weakest employment relationships have experienced the greatest challenges as a result of the COVID-19 pandemic—a scenario which was possible as a result of the limited enforcement of the regulatory framework intended to protect those who work at sea.

Keywords

Precarious work, regulation

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Introduction

Precarious work is becoming increasingly widespread and has been found to be associated with “a lack of access to social protection and benefits usually associated with employment, low pay, and substantial legal and practical obstacles to joining a trade union and bargaining collectively” (International Labour Organization 2011, p.5). Such employment is also associated with poor occupational health and safety outcomes (Quinlan and Bohle 2009). Moreover, in contrast to permanently employed workers, precarious workers are more likely to report their health to be less than very good (Lewchuk 2017).

Many of those who work at sea are precariously employed on employment contracts which last only for the duration of a voyage. Seafarers employed on single voyage contracts are paid only whilst onboard and the vast majority are employed indirectly via third-party crewing agencies (Devereux and Wadsworth 2020). These workers must source a new voyage contract upon the completion of each voyage. Throughout this article we refer to these seafarers who are employed on single voyage contract as precariously employed. Some seafarers, however, are employed on permanent contracts directly by the shipping company and these individuals are paid an annual salary. Within the international seafaring industry, it is not unusual to have both permanently employed seafarers and seafarers employed on a single voyage contract onboard the same ship (Devereux and Wadsworth 2020).

Literature indicates that the COVID-19 pandemic has disproportionately impacted various groups of workers, including those with weak employment relationships. In China, for example, one study found that in comparison to local urban workers, migrant workers were more likely to have lost their jobs during the pandemic (Che et al., 2020). Similarly, in Singapore low-wage migrant workers have borne the brunt of the pandemic (Arab News 2020). In a study regarding employment changes across Wales during the pandemic, non-permanent employment contracts were found to be a statistically significant factor in respondents experiencing unemployment (Gray et al., 2021). Dutch workers with non-permanent employment contracts were also found to be more negatively affected by the pandemic than those with permanent contracts (Hassink et al., 2020).

In the UK—and various other nations around the world—individuals who worked in a profession which was considered to be essential to society were termed keyworkers. Seafarers in the UK were designed as keyworkers owing to their vital role in maintaining supply chains (Nautilus 2020). Whilst there has been a lot of focus on the experiences of keyworkers in some sectors like health and social care, there has been much less on other keyworkers, including seafarers.

This paper therefore explores the impact of the COVID-19 pandemic on the health, safety and wellbeing experiences of seafarers in various employment relationships. The article begins by unpacking the various issues regarding the employment conditions of seafarers. Following this the methods used to conduct the research are described, before the findings are presented. Finally, we discuss and draw conclusions from this research.

The employment conditions of seafarers

With around 22,440 British seafarers (Department for Transport 2019), individuals from the UK who work at sea make up a small percentage of the estimated 1.6 million

seafarers worldwide (BIMCO 2015). Nevertheless, maritime trade is of fundamental importance to the UK, with approximately 95% of UK trade carried by sea (Department for Transport 2019).

Whilst a small number of ships are crewed solely by British seafarers, the norm is for crews to be made up of various nationalities. Often, ships' crews are comprised of three or more nationalities sailing on board together (Wu and Winchester 2005). The size of the crew varies greatly depending on the ship type, with for example, tankers between 5,000 and 9,999 gross tonnes having on average 18 seafarers onboard (Winchester et al., 2006) and the largest cruise ships having in excess of 2,000 workers (Plush 2016). These workers are generally categorised as either: officers, workers with higher levels of professional seafaring qualifications; and ratings, workers who do not require the same level of professional qualifications. The Department for Transport (2019) estimates around half of all British seafarers are officers, and the other half are classified as ratings.

The employment of seafarers is based on their professional qualifications, which correspond to the tonnage of the ship and the area it operates, rather than the ship type¹. Consequently, seafarers are able to seek employment across the various sectors of the shipping industry.

Globally, the vast majority of seafarers are employed on temporary, fixed-term contracts and the duration of these contracts is normally for a single tour of duty. In one study 75% of respondents were employed on fixed-term contracts (Sampson et al., 2018). For UK seafarers, however, the opposite was true, with 88% of British seafarers who participated in one project employed on permanent contracts (Sampson et al., 2018). The likely reason for this is that seafarers employed on fixed-term contracts tend to be hired via third-party crewing agencies which are predominantly located in less economically developed countries and these agencies supply locally sourced labour. Across all nationalities, officers are more likely to be working on permanent contracts than ratings, workers who are lower in the occupational hierarchy (Sampson et al., 2018). However, of those British seafarers who experienced temporary employment, just 6% were ratings with 82% identifying as junior officers and 12% as senior officers (Sampson et al., 2018). The reason for this is likely to be that the largest employer of British ratings is the Royal Fleet Auxiliary,² an employer which uses only permanent contracts.

The work/leave ratio for seafarers with permanent employment tends to be fixed, whilst for those with single voyage contracts their leave periods end when the next contract of employment is secured. The duration of seafarers' work depends on several factors including the nationality of the seafarer, the rank of the seafarer, the type of ship and whether the seafarer is employed directly by a shipping company or indirectly via a third-party crewing agency (Devereux and Wadsworth 2020). In one study the average tour of duty for European seafarers was between 3 and 6 months, and for non-European seafarers between 6 and 9 months (Oldenburg et al., 2009).

In addition to the planned tour of duty length, Seafarers' Employment Agreements (SEA) often allow for such durations to be reduced or extended depending upon the requirements of the shipping company. Whilst tours of duty of reduced duration are almost unheard of, for many seafarers' tour of duty extensions are the norm (Devereux and Wadsworth 2020). There are a number of reasons why a shipping company might extend a seafarers' tour of duty, including waiting for the vessel to arrive at a country in

which repatriation costs are cheaper and repatriating seafarers in small groups rather than individually to reduce repatriation costs (Devereux 2017). As a result, seafarers have very little, if any, control over when they will leave a ship and return home. The precise end date of a tour of duty is often not known until the last minute and may change at very short notice, with some seafarers finding out on the planned day of leaving that they are in fact unable to leave the vessel.

In a similar vein, many seafarers have limited control regarding when they will join a ship. Shipping companies may require employees to remain on ‘standby’, ready to be deployed at short notice. A previous study indicates that a lack of scheduling certainty is strongly associated with precarious employment (Devereux and Wadsworth 2020). Worryingly, scheduling uncertainty is perceived by seafarers as posing an increased risk to occupational health and safety (Devereux and Wadsworth 2020).

Many of the issues regarding employment conditions faced by seafarers are regulated by the Maritime Labour Convention (2006). Prior to joining a ship, the Maritime Labour Convention (MLC) requires all seafarers to be provided with a Seafarer Employment Agreement (SEA). The SEA contains the employment terms and conditions for each the individual which are negotiated between the seafarer and the shipping company employing them. For those seafarers employed on a single voyage contract via a third-party crewing agency it is normally the case that the crewing agency negotiates on the behalf of the seafarer. In the UK, Marine Guidance Notice (MGN) 479 provides the UK’s interpretation of the MLC (MCA 2014). Among numerous other things, MGN 479 states that the MLC places a duty on shipowners to make provisions for the repatriation for seafarers in various specific circumstances, including “where the Seafarer Employment Agreement expires”. MGN 479 goes on to state that specific circumstances include: “where the seafarer has completed the maximum period of service on board following which the seafarer is entitled to repatriation in accordance with the SEA”. Importantly, MGN 479 states that: “The maximum service period is a matter for agreement between the shipowner and the seafarer, but may not exceed 365 days minus the 38 days statutory paid leave”. Thus, whilst many seafarers experienced delayed repatriations prior to the COVID-19 pandemic, the durations of these delays were predominantly limited by—and regulated in accordance with—the conditions given in the SEA (Devereux 2017). With the outbreak of the COVID-19 pandemic, however, there were worrying changes.

Seafarers and the COVID-19 pandemic

The COVID-19 pandemic has affected, and continues to affect, people from all corners of the world. The UK Government designated seafarers as keyworkers early in the pandemic (Nautilus 2020). It was soon realised, however, that national designation as a keyworker had little relevance in practice for workers in an international industry, particularly as seafarers’ keyworker status was not recognised worldwide. It was not until December 2020 that a United Nations General Assembly resolution was adopted which stated that seafarers should be recognised as keyworkers by all Governments (IMO 2020b).

The resolution also stated that the transition of seafarers across borders should be facilitated. With the closing of national borders around the world and unprecedented

travel restrictions, seafarers who, by the very nature of their work, travel globally in order to join and leave vessels, faced difficulties in both travelling to ships and also travelling home. On a regular month it is estimated that 150,000 seafarers leave a vessel and are repatriated. However, as of December 2020 the IMO (2020a) reported that over 400,000 seafarers remained onboard ships waiting to be repatriated. No longer were seafarers being repatriated in accordance with the conditions outlined in their SEA. Instead they were labelled as ‘stranded’ and remained onboard with no end to their tour of duty in sight (Devereux, 2017).

In addition to these 400,000 individuals, a similar number of seafarers were at home waiting to join a ship and, for those paid only whilst onboard, waiting to earn a living. Those British seafarers who were paid only whilst onboard have faced financial difficulties as many were ineligible for the job retention scheme which was put in place by the UK Government in March 2020 to provide financial support to workers who were furloughed. Many British seafarers were ineligible for the furlough scheme because they work on single voyage contracts with non-UK based employers (Nautilus 2021).

Literature has begun to emerge regarding seafarers’ experiences during the pandemic. For example, using data from both prior to and during the pandemic, Pauksztat et al. (2022) identified increased mental health risks during the pandemic. Similarly, Sliskovic (2020) found that seafarers’ well-being was being threatened as a consequence of the various preventative measures put in place as a result of the pandemic, while Shan (2021) also revealed how travel restrictions owing to pandemic had resulted in a number of occupational health and safety challenges for those who work at sea.

This study is the first to explore the impact of the pandemic on seafarers with a particular focus on the organisation of employment in the industry.

Method

In order to explore the experiences of British seafarers during the COVID-19 pandemic, an online questionnaire hosted on JISC³ was conducted. JISC was utilised as it is especially suitable for the low band-width internet which many seafarers experience on board. The questionnaire was accessed via a dedicated webpage hosted on Solent University’s domain. The webpage was also specifically designed to be suitable for access by participants with low band-width internet.

The research method was chosen as, given the lockdown, it was a practical manner in which a relatively large number of lived experiences of British seafarers could be captured. Importantly, it enabled data to be collected from seafarers who were not only ashore but also those who were onboard.

The research was conducted in accordance with the research ethics standards required by Solent University. The questionnaire was opened at two points in time: the first between June and August 2020 and the second between January and March 2021. This approach endeavoured to limit the number of seafarers who were unable to participate due to poor internet access at sea by enabling access whilst they were on leave.

The questionnaire focused on the health, safety and well-being experiences of British seafarers during the pandemic and included questions which explored the direct challenges caused by the pandemic, such as stranding and economic hardship, as well as

questions which considered some of the more tangential issues, such as impact on career progression. The questionnaire was produced in English and was piloted and refined prior to distribution.

Data from the completed questionnaires was stored in JISC and following the closure of each questionnaire the data were exported from JISC to SPSS v.26.0. Analysis of the quantitative data was conducted using SPSS v.26.0. Given the relatively low number of responses to the questionnaire, analyses were limited to descriptive statistics and comparisons, using chi-square, between experiences of seafarers with permanent contracts and those with single voyage contracts.

The responses to open-ended questions were exported to NVivo and these responses were thematically coded. The codes were grouped based on common attributes and from this process a number of themes emerged. These themes included the erosion of employment terms and conditions, and precarious employment.

Participants

British seafarers were recruited for this study primarily due to one author's access to these individuals as a result of both previous employment as a seafarer and current employment at the largest training provider for seafarers in the UK. As a group of workers who are particularly difficult to reach (see, for example, Sampson et al., 2016), such access was of importance.

Participants were recruited in a variety of ways including via an internal Solent University email list, whereby a generic email advertising the research project was sent to all individuals who were enrolled at the University on seafaring courses. The UK Merchant Navy Welfare Board also advertised the questionnaire to individuals on their email mailing list. Free adverts were placed on various social media platforms (including Facebook and LinkedIn), online seafarer forums, as well as in the *Nautilus International* magazine and on the *Nautilus International* website.

Three hundred and fifty-two responses to the questionnaire were obtained. The participants included both officers and ratings who were employed across the various sectors of the seafaring industry (Table 1).

The number of female participants is slightly less than the percentage of active British female seafarers (16%) estimated by the Department for Transport (2019). Data regarding the average age of active British seafarers is not available, however, the average age of respondents to the questionnaire was 36 years old ($SD = 12.52$).

The participants included seafarers employed on permanent contracts and those employed on single voyage contracts, as well as those who were unemployed, as can be seen in Table 2.

In the following section, the themes which emerged from the analysis are explored and in doing so, the various relationships between the organisation of employment within the international seafaring industry and the experiences of British seafarers during the COVID-19 pandemic are highlighted. These themes are broadly divided into two groups: the erosion of employment terms and differences in the experiences of precariously employed seafarers in comparison to those employed permanently.

Table 1. Participants sex, ship type, occupation onboard and department onboard.

	N (%)
Sex	
Male	288 (85%)
Female	48 (14%)
Other	2 (1%)
Ship type	—
Passenger ferry	17 (5%)
High-speed ferry	1 (0%)
Freight ro-ro	9 (3%)
Product tanker	18 (5%)
Crude tanker	4 (1%)
Chemical tanker	8 (2%)
Gas tanker	15 (4%)
Offshore support	40 (12%)
Supply vessel	19 (6%)
Standby vessel	5 (1%)
Dredger	6 (2%)
Tug	14 (4%)
Pilot boat	2 (1%)
Cruise ship	75 (22%)
Bulkier	6 (2%)
Container ship	16 (5%)
General cargo ship	14 (4%)
Other	70 (21%)
Occupation onboard	—
Captain	47 (14%)
Officer other than captain	222 (66%)
Rating	28 (8%)
Other	42 (12%)
Department onboard	—
Deck	216 (63%)
Engineering	91 (26%)
Hotel/Catering	26 (10%)
Other	6 (1%)

Table 2. Participants employment.

Permanent contract	244 (72%)
Single voyage contract	69 (20%)
Unemployed	22 (7%)
Other	3 (1%)

Table 3. Chi-square results for seafarers with permanent employment contracts vs. seafarers with single voyage contracts.

Variable	Chi-square
Joining vessel as normal	$\chi^2 (1) = 18.237, p = .000$
Not joined a ship as scheduled and not being paid	$\chi^2 (1) = 10.179, p = .001$
COVID-19 pandemic adversely impacted on finances	$\chi^2 (1) = 18.584, p = .000$
COVID-19 pandemic adversely impacted on career	$\chi^2 (1) = 19.012, p = .000$
Intend to exit the industry as a result of experiences during the pandemic	$\chi^2 (1) = 5.268, p = .022$

The quotes presented in the following section are taken verbatim from the survey, and were made primarily in response to the following questions:

1. Please describe any support provided by the shipping company employing you during the pandemic?
2. If you have worked beyond the end of your contract, please give details regarding how this has impacted on you.
3. During the COVID-19 pandemic to date, what would have helped or made things easier for you?
4. Please give details of any other issues that you wish to tell us about in regard to your employment as a seafarer during the COVID-19 pandemic.

Findings

The quantitative analysis, as seen in Table 3, revealed stark differences between the experiences of seafarers with permanent contracts and those with single voyage contract. In comparison with those on single voyage contracts, more seafarers with permanent contracts had been joining the vessel as normal and fewer seafarers with permanent contracts had not joined a ship as scheduled and were not being paid.

In a similar vein, fewer seafarers with permanent contracts reported that the pandemic had negatively impacted on their finances and fewer seafarers with permanent contracts reported a negative impact on their career. Given these findings it is unsurprising that fewer seafarers with permanent contracts reported being more likely to leave the industry as a result of their experiences during the pandemic. The themes which emerged from the qualitative analysis shed further light on these findings.

Erosion of employment terms and conditions

The international shipping industry utilises a global market whereby seafarers of any nationality are potential employees and other than compliance with international certification regulations, there are no formal barriers to entry (Wu and Winchester 2005). Theoretically, a global labour market means that seafarers are not confined to employment within their national fleet and have the entirety of the world's international shipping industry from which to find employment that offers suitable terms and conditions. Each

individual seafarer will prioritise those employment terms and conditions which are of most importance to them. For some the priority may be salary, whilst for others a reduction in salary is considered an acceptable sacrifice in return for shorter tours of duty. As described above, these terms and conditions are negotiated between the seafarer and the shipping company (or the crewing agency) employing them and are contained in the Seafarer Employment Agreement (SEA). The Maritime Labour Convention (2014) requires all seafarers to have a SEA prior to joining a ship. Despite these employment agreements being in place, those who participated in our study described multiple ways in which their employers had altered their employment terms and conditions during the pandemic. For example, seafarers often had their tours of duty extended, frequently over and above the extensions permitted in the seafarer's employment contract. One officer employed onboard a cruise ship stated:

"I worked over 2 months in excess of my contract even though there were flights and relievers available, the company suspended crew changes." Officer, Cruise Ship, Single Voyage Contract

A rating employed onboard a bulk carrier echoed the sentiment that they felt crew changes were possible and shipping companies were simply utilising the pandemic as an excuse to reduce crew changes and thereby require seafarers to work longer tours of duty:

"I think employers are using the excuse of covid to erode terms and conditions. My vessel for one example, docks in uk ports every 10-14 days, there is no reason why we cannot crew change as usual as we can drive to/from the vessel, but we are forced into longer rotations." Rating, Offshore Support Vessel, Permanent Contract

Throughout the pandemic seafarers who experienced delayed repatriation were referred to by key stakeholders in the industry as being 'stranded'. Whilst some seafarers were stranded in the sense that they were simply unable to be repatriated, for many the possibility to be repatriated existed but shipping companies were reluctant to conduct crew changes. A key reason for this reluctance is likely due to cost saving. Prior to the pandemic each crew change – moving one seafarer to a ship and moving another seafarer home – cost on average 2000 USD (Jensen 2020). During the pandemic the cost of a crew change was estimated to have doubled, with an average crew change costing a shipping company approximately 4000 USD (Jensen 2020). Increased costs have been attributed to increased airfare rates, multi-day hotel stays for both off-signing and oncoming seafarers and COVID-19 testing. Thus, the cost savings that shipping companies can make by increasing tour of duty durations and thereby reducing the number of crew changes is considerable. It is worth noting that these increased tour of duty durations became permitted at an early stage of the pandemic as flag states, including the UK, provided guidance which permitted shipping companies to operate with seafarers on board for periods of time in excess of those permitted by the MLC. This is an issue we return to later.

In addition to having to remain on board for longer than anticipated, some seafarers reported that previous terms and conditions relating to this additional work were amended. For example, one permanently employed officer working on board a supply vessel stated:

“Near the start of the pandemic, my employer issued an addendum to all of our contracts, stating that anyone who was aboard longer than their usual rotation was not going to accrue leave days for any of the extra time served beyond their normal contact (normally accruing 1 day leave for 1 day aboard).” Officer, Supply Vessel, Permanent

Seafarers not accruing leave for additional days worked on board is of concern as it may result in seafarers joining their next vessel without being adequately rested. This scenario contributes to fatigue, an issue which is particularly concerning given the association between fatigue and accidents at sea (MCA, 2013).

Crew changes are organised by the shipping company and seafarers reported a complete lack of control regarding when crew changes would—or would not—be undertaken. One officer explained how, having decided the toll of working onboard was adversely impacting on both his mental health and the mental health of his wife at home, he resigned from his position with the expectation that he would leave the vessel.

“My contract was 3 months +/- 1, I had resigned but was told this did not matter and I would have to stay on passed my termination date. . . .I was very stressed, I had never been away from my wife for so long, I was worried about her mental health as well. I ended up talking to ISWAN regularly about my mental health.” Officer, Gas Tanker, Unemployed

It was not the case that he was able to go home, as the quote indicates and the seafarer sought the support of the International Seafarers’ Welfare and Assistance Network (ISWAN), a charitable organisation. The adverse impact on mental health and well-being as a result of delayed repatriations was apparent throughout the data. For example, an officer on a gas tanker stated:

“[I] worked over contract and the not knowing when you’re getting off and crew changes not being guaranteed effect the mental health of all on board.” Officer, Gas Tanker, Permanent Contract

These findings echo research which was conducted prior to the pandemic which indicates that seafarers perceive that delayed repatriations have a detrimental impact on well-being (Devereux and Wadsworth 2020).

The inability for seafarers to resist tour extensions led some of the participants to equate their experiences onboard as akin to being in prison. On reflecting on her situation, one officer suggested that since prisoners—unlike many seafarers during the pandemic—know their expected release date, the situation of seafarers was perhaps worse than that of those in prison. She said:

“It’s not the length of the trip that’s the issue it’s the not knowing when you’re going home. That’s worse than a prisoner’s treatment” Officer, Gas Tanker, Permanent Contract

Whilst international conventions such as the Maritime Labour Convention (2006)—which contain regulations regarding seafarers’ employment agreements—are in place to safeguard those who work at sea, it is clear that the rhetoric and reality are vastly different. A permanently employed officer working onboard a cruise ship stated:

“Seafarer employment agreements are not worth the paper it’s written on as companies simply keep issuing extension letters when the contracted assignment ends. These are effectively signed under duress as you have no other options available. Masters in my experience now say that any seafarers can be made to stay 11 months regardless of the initial SEA which was signed.” Officer, Cruise Ship, Permanent Contract

A permanently employed officer working onboard an offshore support vessel echoed this sentiment:

“The MLC is a farce whereby country’s sign up to it and want the benefits but as soon as they are expected to comply they tear up the agreement. Seafarers are the 21st century legal slaves. . . .MLC is a waste of paper and shipping companies are a law unto themselves.” Officer, Offshore Support Vessel, Permanent Contract

The readiness of shipping companies to adversely alter seafarers’ employment terms and conditions led many of those who participated in this study to suggest that shipping companies simply did not care about those they employed:

“Seafarers [should] be treated as the execs expect to be treated. ‘You need to understand sacrifices must be made if you expect to keep your job’ was one comment made by an [company executive] upon eventually discovering that employees didn’t like being extended by more than a month.” Officer, Cruise Ship, Permanent Contract

These findings suggest that shipping companies were only too willing to negatively alter the employment terms and conditions of seafarers during the COVID-19 pandemic. More worryingly, however, is the ease at which shipping companies were able to do so.

Precariously employed seafarers

Whilst the use of temporary employment contracts among a labour force can in some circumstances maximise worker freedom, it can also undermine the protections afforded to the entire workforce. In this study, temporary employment contracts were used to not only employ individuals with these arrangements in the most cost-effective manner but also—as will be seen below—to threaten those who were employed on permanent contracts. For example, one precariously employed seafarer who relied on temporary employment explained his experience:

“I had a job offer withdrawn in April. I spent 3 months unemployed before being offered a temp contract with another company. But at approx. 50% of my previous salary.” Officer, General Cargo, Single Voyage Contract

With no other offers of employment and holes in the welfare provision provided to British seafarers—as will be seen below—the seafarer had little option but to accept this less than ideal employment.

The use of temporary contracts also enabled shipping companies in the cruise sector to no longer pay seafarers at the end of their contract, even when the worker remained onboard. One officer stated:

“[The] USA also made it extremely awkward to be repatriated which played out over a month and had negative effects on my mental health being held onboard without pay and no sight of when I will get home.” Officer, Cruise Ship, Single Voyage Contract

Thus, whilst the seafarer remained onboard—and in the workplace—the shipping company deemed that they were not working, due to the ‘mothballing’ of the ship and consequently they simply remained onboard unpaid until they were repatriated.

Whilst the UK Government does not collect data regarding the proportion of British seafarers employed in each of the various sectors, the cruise sector is estimated to be the largest employer of British seafarers. When the majority of cruise ships were ‘mothballed’ in the early stages of the pandemic, suddenly seafarers who had previously been employed in this sector were available for work across the other sectors of the industry—a situation which, as discussed above, is possible as seafarers professional qualifications are based on the tonnage of ships rather than ship type. This led to a surplus of labour and the sudden presence of seafarers who were ready to take up precarious employment opportunities enabled some shipping companies to terminate the employment of permanent employees and replace these individuals with precariously employed workers on reduced employment terms and conditions:

“[My] company have laid off full time [permanent] crew and literally within a day or two have advertised the same jobs through an agency. They are actively recruiting at a much lower day rate, doubled the length of the trips and are only temporary. In fact they even offered a role to an officer who had worked on that ship on agency terms. Surely this means the position was not made redundant!” Officer, Unemployed

The overhanging threat of redundancy—in an industry where workers were all too aware of the sudden availability of other individuals who could take their place—was also used to quell any dissent among those permanent workers who questioned any erosion of their employment terms and conditions. A rating onboard an offshore support vessel explained:

“We are being forced to do extended voyage length trips because of covid19 but nobody has explained why. There are still sporadic crew changes taking place (very small numbers). Nobody is happy to refuse these extended trips as the company is under consultation period to make 3000 people redundant. Nautilus have complained to the office and said they are using covid19 as an excuse to reduce terms and conditions.” Rating, Offshore Support Vessel, Permanent Contract

In their quote the Rating indicates that Nautilus, the largest trade union for British seafarers, were aware of the situation and that they had approached the owners about the changes to members’ employment terms and conditions.

Other seafarers told similar stories:

“[I was] threatened with termination if [I] didn’t agree to extended contract terms” Officer, Gas Tanker, Permanent Contract

The threat of redundancy was a particular worry for many seafarers due to concerns regarding their access to welfare provisions provided by the UK Government. The seafarers were all too aware that they would only be able to claim minimal unemployment benefits. One officer from a ferry stated:

“If I lose my job (redundancies are being made, and I’ve been there less than a year) I’ll be completely stuck financially.” Officer, Passenger Ferry, Permanent Contract

Some seafarers who were made redundant—or who had been unable to secure employment—stated that they were intending to find employment outside the industry with the hope of securing work at sea in the future. A worker employed on a single voyage contract in the cruise industry said:

“I have now had to seek additional employment to cover costs whilst I wait to be offered a new contract at sea, whenever that may be.” Cruise Ship, Single Voyage Contract

Similarly, one newly qualified officer, who had been unable to secure employment as an officer stated:

“I am considering taking land work, just so I have an income—though this will kill my career before it starts!” Officer, Unemployed

The intention to leave the shipping industry and seek employment elsewhere has worrying implications for retention in an industry which is not only vital to the global economy but which prior to the pandemic predicted a labour shortage in the coming years. The International Chamber of Shipping estimate the global demand for officers to be 790,500 with a shortage of approximately 16,500 officers (ICS 2021).

Key stakeholders in the industry have begun to recognise the potential for seafarers to become disenchanted due to their treatment during the pandemic and consequently exit the industry. The Chair of the IMO’s Human Element sub-committee asked: “[What if seafarers] opt for not returning to sea? Let’s get somewhat granular. If 5% of the principal carriers of global goods, commodities and energy are pulled out of service because of crewing shortages, in real terms, how would that impact the global economy? What if numbers are more, stark, and a total of 10% of the seafarers do not return to sea and renew their Seafarers Employment Agreements (SEA)? Can the world survive that now?” (Mishra 2021, online).

Discussion and conclusions

The results of this study add to a growing body of literature which explores the experiences of the seafaring workforce during the COVID-19 pandemic. Previous research

(see, for example, Devereux and Wadsworth 2020) has indicated that precarious employment negatively impacts on the health, safety and well-being of those who work at sea. The findings of the study described in this paper indicate that the pandemic has served to widen this gap between employment types and that those with the weakest employment relationships have experienced the greatest challenges.

Prior to the COVID-19 pandemic, shipping companies were already seen to utilise to their power to impose unfavourable employment conditions on seafarers, playing fast and loose with employment terms and conditions regardless of the MLC (Hejazi 2019; Mantoju 2021). It is perhaps therefore unsurprising that they have used the pandemic to erode these conditions further, for example by expanding the proportion of workers who are precariously employed and increasing the duration of tours of duty.

Workers in the international shipping industry are not alone in facing eroding employment terms and conditions as a result of the COVID-19 pandemic. The owner of British Gas, Centrica, 'fired and rehired' 20,000 workers on inferior pay and employment conditions (BBC 2021). Workers were asked to accept new contracts which included increased working hours and reduced average pay and those who refused to sign the new contracts became unemployed (BBC 2021). Similar fire and rehire strategies to reduce employment terms and conditions during the pandemic have been seen in various other industries in the UK including, for example, aviation (BBC 2020).

Within the international shipping industry, the MLC covers all of the employment terms and conditions discussed in this paper. This, therefore, should have safeguarded seafarers, in particular by providing shipping companies with a clear framework within which to act during the unprecedented global circumstances. However, in the absence of effective enforcement, the MLC in practice offered some seafarers, in particular the most vulnerable, little protection. Whilst in the very early stages of the pandemic some shipping companies may have faced genuine situations of force majeure which meant it was impossible to comply with some regulations, our findings indicate that many were simply using the pandemic as a reason to interpret labour regulations selectively, in ways which suited them. Employment strategies were strategically used to force down wages and employment conditions and there has been no indication of attempts to enforce provision against such strategies. Rather, in fact, there is evidence of the reverse. Various flag states around the world have produced guidance which details the ways in which shipping companies are permitted to breach regulations during the pandemic, and thus reduce the safeguarding of workers. This includes the introduction of the UK flag's 'Marine Information Notice 632 COVID-19 Extension of Seafarer Employment Agreements', which permits shipping companies to operate with seafarers on board for periods of time in excess of those permitted by the MLC, *if the seafarer consents to do so*. The document states: "the shipowner should consult the seafarer and obtain their informed consent as regards further extension" (MCA, 2020 [online]). The issue of consent, however, is problematic owing to both the organisation of employment in the industry and, relatedly and in particular, the substantial power imbalance between seafarers and those who employ them. Throughout this study there have been numerous examples whereby consent was not given voluntarily – seafarers gave consent to avoid the threat of redundancy and to secure a future temporary employment contract. Indeed, in one

case discussed above the seafarer did not give consent at all and actually resigned, but had to remain onboard regardless. The very fact that a participant likened their experience of working onboard beyond the end of their tour of duty to being in prison highlights just how concerning the lack of genuine consent is. This was not a worker who had freely chosen to remain at work—their experiences bear far more similarity to modern day slavery than many in the industry would wish to admit.

Again, workers in the international shipping industry are not alone here. Legislation intended to safeguard workers has also been relaxed in some other industries. For example, in the UK the Government has relaxed heavy goods vehicles driver rules and this has resulted in an increased daily limit of driving hours, despite the fact that such regulations were introduced to enhance driver safety (Humphreys 2021).

Most of this is not new. Those who research the effectiveness of regulatory requirements in the international shipping industry are unlikely to be surprised to hear of the experiences of the British seafaring labour force during the Covid-19 pandemic. Walters and Bailey wrote in 2013 about the exploitation of seafarers by shipping companies who sought to “maximise profit and favourable market position in the viscidities of global trade” (p.216). Research also indicates that even prior to the difficulties resulting from the COVID-19 pandemic, the MLC lacked the necessary elements for an effective regulatory steer (Graham and Walters 2021).

Literature from other industries (see, for example, McGarity et al., 2020) indicates how the COVID-19 pandemic has shed light on the gap between how workers should be protected and what is actually happening in practice. This study has highlighted the limits of both the enforcement of the regulatory framework which is in place to protect those who work at sea and the regulatory framework itself.

This study was not without limitations. First, British seafarers tend to be employed at the ‘better end’ of the industry. Consequently, the findings may not have fully captured the experiences of seafarers working at the ‘poorer end’ of the industry. Second, as the questionnaires were self-administered online it is likely that a degree of self-selection has occurred. The seafarers who chose to participate may have had a propensity to engage with the study owing to their particular experiences.

The study has nevertheless identified significant concerns in relation to how those who work at sea are safeguarded. It has highlighted that the approach flag states are currently taking is simply not working. Those employed in the international shipping industry often remark that only a shipping disaster which results in either mass loss of human life or extensive pollution acts as a stimulus for substantial regulatory reform. We need only think of the Titanic and the Safety of Life at Sea Convention or the Herald of Free Enterprise and the International Safety Management Code as evidence of this line of thought. Whilst the COVID-19 pandemic has not been a shipping disaster per se, it has had an unparalleled impact on the industry. As Walters (2021, p.137) states in his work on the British occupational health and safety (OHS) regulatory response to the pandemic, whether the pandemic “provides the stimulus for reform of OHS regulation, however, remains a moot issue.” On the basis of the experiences of British seafarers, who have been keyworkers during the pandemic, the signs are not promising.

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Notes

1. Some additional specialised training is required for certain sectors of the seafaring industry (e.g. chemical tankers).
2. The Royal Fleet Auxiliary are the civilian support branch of the Royal Navy. Royal Fleet Auxiliary vessels are staffed by UK merchant seafarers.
3. JISC is a UK not-for-profit company which provides an online survey tool for academic research and public sector organisations.

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