

Regulating seafarers' welfare: an examination of the protection of Filipino seafarers' well-being through a legal analysis of the POEA-Standard Employment Contract

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ABSTRACT

Background: The Philippines is the global maritime industry's single biggest source of seafarers. This article examines how the Philippines protects the welfare of its seafarers working on board ocean-going vessels.

Materials and methods: We employed a multi-method approach to better understand the POEA-SEC as a regulatory instrument. First, we analysed Philippine legislation and regulations that are shaping the employment, welfare, and working conditions of Filipino seafarers. Second, we examined the Philippine Overseas Employment Administration Standard Employment Contract (POEA-SEC) which requires that minimum standards of employment for seafarers are met. We use legal analysis to examine three specific provisions that pertain to their well-being: duration of employment, monetary considerations, and working conditions in terms of hours of work and rest periods. Third, we analysed interview and focus group data on the experiences of Filipino seafarers on board ships in respect of the POEA-SEC's efficacy in protecting their well-being.

Results: Analysis of the policy environment for Filipino seafarers shows how the interests of powerful actors have taken precedence over those of Filipino seafarers. Seafarers' experiences suggest that they cannot be reached by the contract, whether symbolic or otherwise. The contract fails to address seafarer issues, such as security of tenure, excessive working hours resulting in fatigue, stress and anxiety.

Conclusions: The POEA-SEC falls short as a legal document to address occupational, health and safety issues, which contribute to the detriment of seafarers' health and well-being. This indicates that the Philippine government cannot fully protect its seafarers.

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Keywords: contractualization, POEA-Standard Employment Contract, maritime industry, regulation, seafarer well-being

INTRODUCTION

The maritime industry is the lynchpin of the world economy, transporting almost 90 percent of all global trade [1].

At its centre are the 1.9 million seafarers, the backbone of the global supply chain without whom the world would simply grind to a halt. Their vital importance was demon-

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strated ever more clearly by the recent COVID-19 pandemic, when despite the global lockdown, seafarers continued to work delivering the goods that were the life-sustenance of people around the world [2]. Their continued working under extremely challenging circumstances underscored and exposed further the risks and vulnerabilities that they face [3, 4], highlighting the necessity of protecting their health and well-being [5–7].

Even under normal circumstances, seafaring is a dangerous profession vulnerable to physical and mental threats to health. Occupational dangers such as heavy machinery, harsh weather conditions, and hazardous materials can lead to work-related injuries and health risks. Irregular schedules, long working hours, and the intensity of work lead to fatigue. Seafarers spend long periods on board a ship isolated from their natural social environment, contributing to mental health issues such as anxiety and depression. Indeed, seafaring is considered “high-risk” with one of the highest suicides rates [8] among all occupational sectors. Moreover, seafarers’ employment and working conditions are influenced by the structure of the maritime industry and its economic or financial priorities. These too influence seafarers’ welfare, well-being, and health.

This article examines how a major labour provider, namely the Philippines, provides for the protection of the well-being of its seafarers through an analysis of the Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC), which is a governmental instrument that regulates the employment of Filipino seafarers aboard ocean-going vessels. We situate our analysis within two broad processes that have had significant implications for seafarers: the change in the organization of work through contractualization; and the location of Filipino seafarers’ employment within the Philippines’ labour export policy.

MATERIALS AND METHODS

We employed a multi-method approach to better understand the POEA-SEC as a regulatory instrument. We first analyse Philippine legislation and regulations that are shaping the employment, welfare, and working conditions of Filipino seafarers. The policy analysis we undertake provides a context within which to better appreciate the POEA-SEC. Policy analysis is concerned with understanding “how and why certain policies come to be developed in particular contexts, by who, for whom, based on what assumptions and with what effect”[9] (p97). Our aim is not to provide an exhaustive and comprehensive discussion but, in selecting two significant cases, suggest how the POEA-SEC expresses tensions around the protection of Filipino seafarers’ welfare. The two policies were selected based on two reasons: one, how consequential they have been for the welfare of Filipino seafarers as indicated by the impact they have made

on the legal status of Filipino seafarers as workers and on the protection of their welfare; and two, their capacity to spotlight the actors and interests involved in the making of these policies or regulations, hence showing more clearly how Filipino seafarers’ welfare is shaped by and within the Philippine labour export programme.

Second, we critically examine and analyse the POEA-SEC as a legal contract within a legal institutionalized framework [10]. We examine its contents focusing on the efficacy or weakness of the terms and provisions with direct implications on seafarers’ well-being, linking the contract to Philippine case law and legislation to clarify the provisions within a broader context. This interconnectedness of documents is referred to as inter-textuality [11]. Our analysis focuses on duration of employment (Section 2.B); monetary considerations (Sections 6 to 9); and working conditions in terms of hours of work and rest periods (Sections 10 to 11).

Third, we analyse interview and focus group data on the experiences of Filipino seafarers on board ships in respect of the POEA-SEC’s efficacy in ensuring and protecting their well-being. Twenty-eight semi-structured interviews with four senior officials of crewing agencies, one training director, 20 seafarers, one lawyer, and two government officials were conducted. Four focus groups (two for management and operational level officers and two for support level or ratings) with five seafarers per group were also conducted. These interviews and focus groups were coded and thematically analysed. In our discussion, we draw on themes that clarify the living and working conditions of Filipino seafarers aboard ocean-going ships, which would show how the POEA-SEC has shaped their welfare and well-being. When citing these participants or quoting interview excerpts, sources are not named to protect their identity.

CONTRACTUALIZATION AND WORKERS’ WELFARE

‘Work,’ as traditionally conceived, is formal employment typically implying an employer-employee relationship more or less defined by an economic contract with enumerated tasks, in exchange for pay and other substantial remuneration of employment [12]. However, due to changing historical, economic and political contexts linked to developments in capitalist labour markets, the nature of work is continually changing. There is a pronounced shift from institutionally entrenched lifetime employment system of core employees to increased labour market flexibility arising in a number of non-standard, contingent and casual workers driven by the imperative of sustaining sales growth in the face of increased competition [13–15]. Short fixed-term contracts, with a duration of less than twelve (12) months, constitute a pattern of work that falls outside the paradigm of permanent, full-time employment [16, 17].

Increases in the level of insecurity and risk of job loss for the majority has important implications for the health and well-being of workers [18]. Empirical studies have clearly established the relationship between changing work arrangements, the serious adverse occupational health and safety (OHS) outcomes as well as the detrimental impact to existing OHS and workers' compensation regulatory regimes [12, 19, 20]. In addition, Mayhew et al. [21] named four key features associated with subcontracting of work as crucial influences on the OHS of subcontractors such as: economic and reward influence on OHS, disorganisation effects on OHS, inadequate regulatory controls, and the ability of the workers to organise to protect themselves. While Mayhew et al. [21] recognised that patterns of injury were primarily based on the specific hazards and risk exposures in four industry sub-group studies, it recognised employment status as a very important secondary effect, i.e. hazards and risks were exacerbated for self-employed workers in view of intensification of labour following economic pressures and survival prerogatives. Contingent workers are reported as feeling insecure and in constant fear of being made redundant [17, 22–25]. Workers on these contracts are less likely to exercise basic participatory mechanisms such as reporting occupational health and safety (OHS) concerns to their employer or the regulatory agency, to raise issues with employers, and to refuse dangerous work [19] (p104–105). Bohle and Quinlan [23] further anticipated the serious and costly burden to all countries of work-related injury and disease as well as a major challenge to managers, unions, governments and most especially workers themselves. Although the shipping industry has been seen as a special case, the processes that have led to the changes in the nature and organization of work in land-based industries are the very same processes that have shaped those in the shipping industry [26].

SEAFARERS' WELL-BEING IN THE CONTEXT OF CONTRACTUALIZATION AND LABOUR INTENSIFICATION

The reorganization of work in the global maritime industry has had negative consequences on the health, safety and well-being of seafarers. In seafaring specifically, the degree of labour intensity and vulnerability of seafarers is significant and well documented [27]. Increased international trade brought about by globalization has been accompanied by a reduction to minimum in the size of the crew of the ships transporting this trade. This reduction, combined with containerization, the adoption of new technologies, increased ship size and speed, has led to work intensification, requiring seafarers to work harder in shorter periods of time [28]. Excessive working hours are an acknowledged problem in the shipping industry [29] and the very nature of ship-

board life allows a combination of many conditions, which are unique to the marine environment, to contribute to fatigue. All of this results in broken sleep patterns or patterns of long working hours without days off [30]. These situations not only affect the health and well-being of seafarers while on board the ship, but can also potentially affect the safety of the crew and indeed, the ship itself.

On board, crew members have to respond quickly to the demands of the operations of the ship in order to prevent delays and stoppage of the ship. These demands on the operations of the ship are imposed by the ship management company, ship operators or the charterers (who are known to intervene on the operations of the ship and the ship itself when they want to protect their cargoes, or they want their cargoes delivered quickly) [25, 31]. The need to respond to the demands of shipping adds to the pressure of shipboard life and worsens the condition of fatigue [32, 33]. Faced with their business interests and/or commercial pressures under this capital-intensive industry, the captain's decision like the supervisor or foreman on the factory floor has important implications for the physical and mental health outcomes for each individual worker. These demands lead to heavy workload, minimal rest periods, stressful situations, and fatigue, which negatively impact on seafarers' physical and mental health, decreasing their alertness, impairing decision-making, and increasing risk of errors and accidents. The dominance of the ethic of getting the job done despite bad conditions or regardless of how tired the crew are contributing to seafarer's fatigue [34]. A majority (about 85 percent) of maritime incidents [35] are often connected to seafarers' operational errors, which are often the consequence of poor working conditions and work-life balance [36].

Work intensification has been accompanied by the social isolation of seafarers. Bigger vessels required a change in the geography of ports. Whereas earlier ports were built close to urban centres, they are now located in remote areas due to the environmental, operational and commercial considerations of port development for bigger ships [28] (p11). These ports are inaccessible by public transportation [37], making it difficult for seafarers to have some downtime away from their ship and interact with people other than their crewmates. This is of course if they even get to have any shore leave due to work intensification and fast turnarounds. Visa as well as new administrative restrictions also limit seafarers' ability to leave their ship.

INTERNATIONAL REGULATIONS PROTECTING SEAFARERS' WELL-BEING

Several international conventions provide protection for seafarers' working conditions, well-being and their right to life [38, 39]. The Maritime Labour Convention (MLC)

2006 [40], as amended, provides for comprehensive worldwide protection of the rights of seafarers by establishing minimum working and living standards for all seafarers working on ships flying the flags of ratifying countries. It covers a range of issues, including minimum age requirements, medical certification, hours of work and rest, and access to medical care. The International Safety Management Code (ISM) requires shipowners to implement safety management systems, including policies and procedures to protect the well-being of seafarers [41]. The International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW) 1978, as amended, sets the minimum training and certification requirements of seafarers including medical examinations to ensure they are fit to work. It also sets minimum crewing levels and the crews' maximum daily working hours to ensure their adequate rest [42].

Although these regulations are in place to protect seafarers' well-being and safety, there is variability in their enforcement or they do not cover what happens in the seafarers' workplace. The MLC 2006 allows for flexibility in the length of seafarer contracts, leaving the determination to labour-supply countries such as the Philippines. The MLC 2006, however, provides that the maximum continuous period that a seafarer should serve on board a vessel without leave, is 11 months and up to 13 months with consent of the seafarer. There are questions around the enforcement of health and safety in a fractured work structure and organisation [...] where on any single vessel technical, commercial and personnel management may actually be undertaken by different companies' [42] (p77). For the STCW, the regulation especially in respect of ensuring that seafarers are healthy and fit for work does not cover what happens to their health and well-being on board vessels, only that seafarers are properly vetted before they are offered a contract. These issues raise questions about the enforcement of these global regulations. The terms and conditions of employment embodied in the POEA-SEC codify the relevant conventions of the International Maritime Organization (IMO) and the International Labour Organization (ILO).

DISCUSSION

THE PHILIPPINE LABOUR EXPORT PROGRAMME POLICIES ON FILIPINO SEAFARERS

The tendencies of contractualization discussed above have been felt strongly in seafarer-supply countries like the Philippines, the global maritime industry's biggest source of workers accounting for a quarter of all seafarers on board ships. The Philippines' successful seafaring labour export derives from a highly effective collaboration between the state's migration agencies, namely the Philippine Overseas Employment Administration (now expand-

ed as the Department of Migrant Workers) and various other actors, both domestic and foreign. The employment of seafarers has been dominated by manning or crewing agencies, which for a substantial fee, act as an intermediary between the workers and the foreign employers [43]. These private recruitment agencies represent shipowners (principals) for the recruitment of medically and technically qualified seafarers. Ship managers, on the other hand, represent the shipowners in the actual operations of the ship while suppliers and customers dictate the level of skills and competence of the seafarers. The manning industry, comprising more than 400 agencies, also works closely with AMOSUP (Associated Marine Officers' and Seamen's Union of the Philippines), the biggest seafarers' union in the world and an affiliate and member of the International Transport Workers Federation (ITF). AMOSUP "directly negotiates with shipowners and companies on CBAs for their members" [44] (p180). Also, Captain Gregorio Oca, then president of AMOSUP, exerted influence to freeze a scheduled increase of US\$50 in the salary of able seamen (AB). POEA's standard contract in 2003 pegged the basic minimum wage for AB at US\$385 a month, which was \$50 less than ILO's recommendation of US\$435. Oca argued that the wage increase would make Filipino seafaring labour more expensive and therefore less competitive. He thus presented himself and AMOSUP as concerned more with securing the long-term employability of Filipino seafarers than with the increase [45] (p87). Oca's intervention reckoned with the power of manning agencies as AMOSUP depended on them for the employment of its members.

Here, we focus on two examples that would show that the POEA-SEC is a manifestation of a wider development within the employment of Filipino seafarers in the global maritime industry in which Filipino labour is secondary to the interests of shipowners and employers, and of the state, which benefits from seafarers' economic remittances. The Philippines could be argued to have adopted a strategy of making the country friendly to shipping capital, which subsumed labour under it [46]. Through both the active participation of the POEA and the effective lobbying of the manning industry and AMOSUP, state policy particularly in respect of the deployment of seafarers and their status as workers came to be significantly shaped by, and cohere with, the interests of shipowners and employers [46, 47].

The first is the classification of Filipino seafarers as contractual employees. In March 2000, the Philippine Supreme Court ruled that Filipino seafarers were regular employees and as such had entitlements to security of tenure, minimum social security benefits and other rights contained in the Labour Code of the Philippines [47, 48]. The country's largest manning association, Filipino Association of Mariners Employment (FAME), contested the verdict and filed

a motion for reconsideration that eventually helped diminish the status of Filipino seafarers. In July 2002, the Supreme Court, in the case of Douglas Millares and Rogelio Lagda versus National Labour Relations Commission [2], reversed its own decision, declaring Filipino seafarers contractual employees, meaning they are similar to overseas contract workers who are hired on a contractual basis and for a definite period. They are not covered by the term ‘regular employment’ as defined under the Philippine Labour Code. In an important distinction, as far as it affects Filipino seafarers, the Supreme Court reasoned that having a fixed term is essential and a natural consequence of the overseas employment of seafarers to which the concept of regular employment does not apply. As contractual employees, they have no legal access to rights and benefits as regular employees [49], making them more competitive (cheaper to employ).

The second policy concerns legislation on crew claims. The Philippine Congress passed in November 2015 Republic Act 10706 or the Seafarer Protection Act to control ambulance chasing by predatory law firms or lawyers who want to profit from seafarers’ or their family’s compensation claims by charging claimants exorbitant fees, including legal fees ranging from 30 to 60 percent of any financial awards for seafarers or their heirs. RA 10706 imposes a 10-percent limit on what lawyers can claim or charge on the total awarded compensation for claimants, thus making it much less lucrative for them to represent claimants. It also criminalises ambulance chasing, which punishes those found guilty with monetary penalty or prison sentence. The Seafarer Protection Act discourages seafarers from making legitimate claims for injury or illness or their families from pursuing compensation for the death of their seafarer family member by making legal representation so much more inaccessible. In this regard, it is anti-seafarer, seeming to shield shipowners from injury/death claims.

THE POEA-SEC

The Philippine Overseas Employment Administration (POEA) requires seafarers and land-based overseas workers to have a Standard Employment Contract or POEA-SEC. The POEA-SEC for seafarers is a piece of governmental regulation with 33 provisions designed to protect seafarers. It is a short-term contract containing the minimum terms and conditions of their employment. It is similar to that of land-based overseas workers hired on a contractual basis and for a definite period. The POEA-SEC for land-based workers provides for the payment of placement fees for recruitment and placement services while seafarers do not pay agency fees. Both seafarers and land-based overseas workers’ income arising from their employment abroad is exempt from income tax [50]. In contrast to land-based

international labour migration which is governed by the regulatory regimes of the labour-supply and labour-recipient nations, the SEC for Filipino seafarers is underpinned by the global governance framework that, as discussed above, has been established to regulate and manage shipowners and workers [50].

Other major seafarer labour-supply countries have protective mechanisms similar to that of the Philippines. For example, India adopted the Merchant Shipping (Recruitment and Placement of Seafarers) Rules, 2016 which provides for the protection of seafarers’ rights and welfare and other entitlements. It safeguards seafarers from exploitation and ensures they secure decent working and living conditions [51]. However, the Philippine case is distinguished by the fact that these provisions are “codified” in the employment contract itself. Our analysis that follows focuses on duration of employment (Section 2.B); monetary considerations (Sections 6 to 9); and working conditions in terms of hours of work and rest periods (Sections 10 to 11).

DURATION OF EMPLOYMENT

Section 2.B of the POEA-SEC provides that “the period of employment shall be for any period mutually agreed upon by the seafarer and the employer but not to exceed 12 months”. Because their employment was on a temporary contract-basis, they are not entitled to certain mandatory benefits assured by law to permanent employees such as security of tenure, monthly allowance, 13th month pay, retirement benefits or pension plan. Although the POEA-SEC stipulates the contract duration, this duration can change before the work on board or while the ship is sailing. Section 19A of the POEA-SEC allows for a three-month extension to provide for certain exigencies:

A. If the ship is outside the Philippines upon the expiration of the contract, the seafarer shall continue his service on board until the ship’s arrival at a convenient port and/or after arrival of the replacement crew provided that, in any case, the continuance of such service shall not exceed three months. The seafarer shall be entitled to earned wages and benefits as provided in his contract.

While the contract’s extension requires the mutual consent of the parties, data shows that it is only the company that initially decides, with the crew finding out about the extension through receipt, on board the ship, of the renewal documents. There are times, too, when the seafarer wishes to refuse another contract extension, but is bound to continue his service on board until the arrival of the replacement crew or the ship arrives at a convenient port. As a second engineer said: “My contract was only for 6 months but it was extended, so I served 11 months in all. They extend for convenience because of the cost.” A crewing agency official confirmed that they wait for a convenient port because flight

tickets for the seafarer's return to the Philippines would be cheaper from, say, Singapore than Brazil.

Seafarers also agree to extend their contract to protect their employment prospects and opportunities. As contractual workers, they are compelled to cultivate good relations with manning agencies, presenting themselves as 'ideal workers' who should be given succeeding contracts. However, such contract extensions while waiting for a convenient port or the replacement crew can have negative consequences on seafarers' mental and/or physical health. The continued working means continued demands on their health and therefore deprives them of the opportunity to recover and restore their health. For example, the original contract of one seafarer participant was extended from 28 days to 65 days. The seafarer's spouse contended that her husband died because of continuous exposure to the noise, vibration and toxic gas in the engine of a drilling ship. The maritime lawyer interviewed, who handled the complaint of a seafarer's spouse against her husband's employer for death compensation, suggests that the death would have been avoided if his contract had not been extended and the seafarer had sufficient rest at home from his tour of duty.

This crewing industry practice of delaying the return of seafarers to save on costs reached its nadir during the COVID-19 pandemic when more than a hundred thousand seafarers continued working well beyond their contracts. While it is understandable that there were delays in their repatriation due to the lockdowns and the shutdown of the global aviation industry, narrative reports from seafarers indicate that some crewing agencies may have exploited the situation and did not do all they could to bring these seafarers home sooner.

MONETARY CONSIDERATIONS

Sections 6 to 9 of the POEA-SEC provide for the monetary benefits of the seafarers for services rendered on board the ship such as basic wage, overtime pay, leave pay, rest pay, holiday pay and other allowances and benefits. On close examination, the compensation package of a seafarer under the POEA-SEC is attractive and higher than the compensation received by land-based workers and Filipino seafarers on board ships plying the domestic trade. It however managed to maintain lower rates compared to other labour-supply countries in order to attract foreign employers. The receipt of their salaries and wages is further subject to a mandatory condition in the POEA-SEC. This is the requirement to remit at least 80 percent of their basic monthly salary to a designated allottee. This is a prominent feature in the POEA-SEC. This 'technology' of capturing remittances can be traced to Executive Order Number 857 issued by President Ferdinand Marcos

in December 1982, which made it mandatory for overseas contract workers to regularly remit 50 to 80 percent of their income through the Philippine banking system [52]. Seafarers, however, had no choice since their salaries were paid by manning agencies based in Manila. It is in seafaring that the Philippine state has exercised its most extractive reach [53].

WORKING CONDITIONS

The POEA-SEC mandates seafarers to render regular hours of work on board the ship for forty-eight (48) hours a week, eight hours every twenty-four (24) hours midnight to midnight, Monday to Sunday under Section 10 of the POEA-SEC. In addition to their regular duties on board, the dictates of faster port turn-around and tightened security requires them to comply with statutory requirements of documentation and of port State control. Hours of work and reasonable rest periods become dependent on the master's discretion under Section 10.A of the POEA-SEC as well as on what the customary international practices and standards are, which are not clearly defined. Since the nature of their work is that their living and work spaces are in the same place, they cannot maximize their rest hours. This results in excessive working hours, which itself results in high levels of fatigue, negatively impacting on their health and well-being.

LIMITATIONS OF THE STUDY

This study focused on the 2010 version of the POEA-SEC. It does not include an analysis of earlier amendments. An examination of the differences in the provisions of different versions would have provided a more comprehensive analysis of this regulatory instrument. Also, this study does not include the views of representatives of seafarers' unions or manning agency associations as they were already involved in the tripartite task force—which included government regulators and employers' associations — that amended the POEA-SEC resulting in the amendments to the POEA-SEC in 2010. Focusing on the experiences of seafarers of the terms and conditions of the POEA-SEC was meant to provide an alternative narrative to that of seafarers' unions, manning associations or employers' associations but other studies might want to examine these perspectives.

CONCLUSIONS

The analysis of some of the terms and conditions of the POEA-SEC would show that the Philippine government intends to observe its commitment as a State Party to the Maritime Labour Convention of 2006 to ensure decent work and protect the welfare of its international seafarers. It has designed the POEA-SEC as a transparent written contract in which the terms and conditions are laid out *formally*. Employers know what is expected of them

and how much they will pay the seafarers compared to the salaries of other seafarers from other labour-providing states. Hence, the major safeguards are overshadowed by the minimum terms and conditions showing that the POEA-SEC is essentially an economic arrangement to capture the financial remittances of the seafarers.

There is an opposing interest as the government itself promotes a short-term, contractual and cheap labour, in which the provisions on monetary benefits and working conditions are prone to be violated by the parties and as such is insufficient to promote or improve the well-being of seafarers. It undermines long established labour protection legislation and concepts designed to protect the rights of workers such as security of tenure under a regular employment with competitive rates of employment.

The contract is insufficient to address the problems associated with the vulnerability of the working conditions experienced by Filipino seafarers aggravated by the unique nature of ship operations. It falls short as a legal document to address fatigue, stress and anxiety which affect their health and well-being. It appears that the Philippine government does not have the capacity to protect its workers. The system of remittance is a prominent feature and the only efficiently enforced provision of the employment contract. The effectiveness of the regulatory and institutional safeguards provided by the government such as the POEA-SEC is denied by the experience of the seafarers on board the ship. This suggests that they cannot be reached by the contract, whether symbolic or otherwise. The contract fails to address often repeated seafarer issues, such as suffering from fatigue, stress and anxiety, which contribute to the detriment of their health and well-being [18]. This is because the POEA-SEC is part of the elaborate institutional mechanism to ensure that seafarers continuously work to maintain the production process in view of the pressure from the shore, the captain, and their fellow workers in anticipation of the demands of management. This is a situation when the contingent nature of the employment contract cannot intercede in a beneficial way for the seafarers' protection as it negates the regulatory purpose of prescribing the POEA-SEC but can be viewed as an effective instrument to ensure continued deployment of seafarers. Arguably, that experience is beyond the access of anybody who has the capacity to enforce the requirements of the contract, except when something has gone wrong, their employment has been terminated and there are contractual or employment-related issues when they fall ill, get injured, or die. But the design of the compensation system under the POEA-SEC with its complicated procedure, numerous conditions, and the difficulty of identifying the entity who will address such grievances entraps the seafarer and negates any claim for compensation.

ARTICLE INFORMATION AND DECLARATIONS

This article draws on Pia's PHD thesis and the views expressed are her own and not of the Embassy of the Philippines in the UK or the Maritime Industry Authority (MARINA). **Data availability statement:** The datasets generated and analysed during the current study are not publicly available because of the nature of the subject under investigation and the willingness of respondents to answer the questions subject to confidentiality being respected. The datasets are available in anonymous formats from the corresponding author upon reasonable request.

Ethics statement: Ethics approval for the study from which this article draws was requested and granted by the Research Ethics Committee of Cardiff University School of Social Sciences on 28 February 2012 (ref: SREC/846). Informed written consent was obtained from interview and focus group participants.

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