Study of Employee Welfare in Merchant Ships employing Indian Seafarers  
(A case study on Awareness, Implementation & Satisfaction levels of NUSI’s TCC Agreement for Indian Ratings & Petty Officers 2012-2013-2014)  
(NUSI - National Union of Seafarers of India, TCC - Total Crew Cost)

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Abstract
The study primarily focuses on finding the awareness of seafarers about the various clauses of the TCC agreement, status of implementation of these clauses by the ship management company and excavating the level of satisfaction among the sample seafarers regarding the agreement. Seafarers from three different ships managed by same shipping company are involved as the unit analysis of this study. There were total of 50 respondent Indian seafarers (40 Ratings and 10 Petty Officers) who work as Motorman, Able bodied seaman, Ordinary Seaman, Steward, Boatswain, Fitter, Chief Cook and Pump man. The primary data were obtained through simple questionnaire with the SUMMATED LIKERT SCALE type responses. Data analysis method utilizes SIMPLE PERCENTILE METHOD. The result demonstrates that the awareness of various TCC clauses among the seafarers is very low, status of implementation of the clauses by the ship management company is adequate and level of satisfaction among seafarers is uncertain.

This research article discusses in general the provisions related to Welfare of Seafarers in Indian Merchant Shipping Act 1958, in the context of International Labour Organization (ILO), the role of ITF in governing welfare of Seafarers at International level and role of NUSI at national level. The article states the primary features of TCC agreement signed by NUSI and Shipping Company to which sample seafarers belong. Based on the interaction with sample seafarers, the article states towards the end the reasons or hazards due to which many youngsters are not taking shipping as their profession in present days.

Limitations of this research shows that though the researchers had good opportunity to conduct realistic research by virtue of sailing and staying with the sample population for considerable time, the sample size is very low compared to the actual nos. of Indian seafarers and also deals with only one ship management company and hence the results cannot be considered optimum. Also, this research involves only seafarers who are at the receiving end of the agreement and not the shipping company which is at the giving end. Therefore, for further research, it is suggested to involve more no. of shipping companies. Respondents should also include representative members from the shipping companies. Consultations with representative Unions would make the results more optimum. Further research may also aim at finding suitable amendments required about the clauses to the TCC agreements for the forth-coming years.

Keywords: International Labour Organization (ILO), International Transport Workers’ Federation (ITF), Merchant Shipping Act (MS Act), National Union of Seafarers of India (NUSI), Total Crew Cost Agreement (TCC Agreement)

Introduction
The Shipping Profession, considered as the oldest and worldwide profession is presently no more attractive. Though the shipping industry is growing, enough seafarers are not available to meet the requirements of the industry. India is home to the second largest number of seafarers after the Philippines. It is estimated that there are over 120000 seafarers from India including about 20,000 officers and over 100,000 seamen. Since the tonnage of the Indian owned fleet is only about 7 million tones, a majority of these seafarers are employed on foreign flag vessels.
Objectives of the Study
To study the awareness of seafarers about the various clauses of the TCC agreement
a) To examine the status of implementation of the clauses of the TCC agreement by the ship management company
b) To excavate the level of satisfaction among the seafarers regarding the TCC agreement

Need And Importance Of The Study
Presently, not many youngsters are coming up to take shipping as their profession due to the increasing challenges in the shipping field. Countries like China, Burma, Bangladesh has started providing cheap seafaring labour into the international shipping. India is facing risk of losing out at International Shipping arena if the seafaring profession is not made more appealing and rewarding to the country’s young men/women. This study aims at exploring one small section of the welfare provisions TCC Agreement that is mandatorily to be provided to the seafarers by the ship management company.

The study would give appropriate inputs for the betterment of the TCC Agreement in future welfare of the seafarers which is important to make the seafaring career better than present.

Various rights and privileges of Indian seafarers as per Indian Merchant shipping act 1958, in relevant to International Labour Organisation (ILO) context

a) As per Section 107 of Merchant shipping act 1958, a copy of his agreement is to be issued to the seamen and if necessary, a certified translation thereof in a language understood by the majority of the crew to be placed or posted up in such part of the ship as to be accessible to the crew. The seafarer shall be informed his right and duties under the employment contract or agreement prior to placement. This act was passed with regards to Seamen articles of agreement convention by ILO.
b) As per Section 138 of Merchant shipping act 1958, a seaman's right to wages and provisions shall be taken to begin either at the time at which he commences work or at the time specified in the agreement for his commencement of work or presence on board, whichever first happens.
c) As per Section 101 (2) (g) of Merchant shipping act 1958, the seafarer will be supplied with provisions not less than the scale of provisions under above said act or as applicable under collective bargaining agreement whichever is higher. This act was passed with regard to food and catering convention by ILO.
d) As per Section 150 of Merchant shipping act 1958, a seafarer has the right to be referred to a tribunal if there is a dispute between seamen or a union of seamen and the ship owners regarding the employment of the seamen.
e) As per Section 154 of Merchant shipping act 1958, in case of a deceased seaman, the Master will take charge of his property, make proper entries in the official log book and shall deliver them accordingly along with his due wages.
f) As per Section 161 of Merchant shipping act 1958, the Indian consular officer at or near the place where a seaman is in distress shall, on application being made to him by the distressed seaman, provide in accordance with the rules made under this Act for the return of that seaman to a proper return port, and also for the said seaman's necessary clothing and maintenance until his arrival at such port.
g) As per Section 175 of Merchant shipping act 1958, the Company shall provide, as a minimum, accommodation, recreational facilities and food and catering services in accordance with the standards specified in Title 3 to the ILO Maritime Labor Convention 2006 and shall give due consideration to the Guidelines in that Convention.
h) As per Section 218 of Merchant shipping act 1958, the Central Government may constitute an advisory board to be called the National Welfare Board for Seafarers for the purpose of advising the Central Government on the measures to be taken for promoting the welfare of seamen (whether ashore or on board ship) generally and in particular the following:-

i. the establishment of hostels or boarding and lodging houses for seamen;
ii. the establishment of clubs, canteens, libraries and other like amenities for the benefit of seamen;
iii. the establishment of hospitals for seamen or the provision of medical treatment for seamen;
iv. the provision of educational and other facilities for seamen;
v. the provision to maintain, provide or improve the facility of a free transport service between vessel and shore subject to port/custom/national regulation;
vi. Information should be provided to seafarers visiting foreign ports concerning the welfare services available to them as well as medical facilities and any particular ha-
zards or diseases to which they may be exposed

vii. Practical assistance should be given to stranded or detained seafarers awaiting repatriation and, in the event of delay, the flag state administration should be informed immediately;

viii. A range of welfare and recreational facilities should be provided on board ship including, where practicable, television, video, sports equipment, library etc.;

ix. Ship-to-shore telephone facilities should be made available to seafarers at reasonable charge and seafarers’ mail should be forwarded as expeditiously as possible;

x. Shore leave should be granted as soon as possible after arrival in port and adequate means of transport to and from dock areas should be provided. Where possible families should be allowed to visit seafarers when their ship is in port and consideration should be given to allowing spouses to accompany seafarers on occasional voyages;

xi. The above said act derives its guidelines from the “Seafarers welfare at sea and in port convention”1987 (No 163) of ILO.

i) As per Repatriation of seafarers’ convention of ILO the seafarer has the right to be repatriated to the port of engagement on the termination of his contract.

j) As per Seafarers annual leave with pay convention of ILO, effective from 1975, each Officer, for every completed year of service, shall be entitled to (inclusive of privilege leave/earned leave of 30 days p.a. served) Compensatory leave, in lieu of weekends and holidays spent at sea and in port and he shall be paid for such leave as per his agreement.

k) Safety gear agreement provides details of safety gear. Generally the company supplies the boiler suits, safety shoes, inner warm clothing. Seafarers are provided with additional safety gear on board – safety helmet, Gloves, safety gloves, rain coat and parka jacket. The Company shall provide the necessary personal protective equipment in accordance with ISM/IMO regulations, or any applicable national regulations that specify any additional equipment, for the use of each seafarer while serving on board.

l) The normal working hours for seafarers shall be based on an 8 hours a day with one day of rest per week and rest on public holidays. The maximum hours of work shall not exceed 14 hrs in any 24 hr or 77 hours in any seven-day period. The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours. The above standards were adopted in 1996 of “seafarers’ hours of work and the manning of ship convention”. The port state control has the right and authority to check and verify compliance of provisions of the above said convention.

m) As per the “Merchant shipping minimum standards convention” – No 147 of ILO the flag state shall adapt minimum standards relating to safety, social security shipboard conditions of employment and living arrangements which allow the Port state control to check and verify.

n) The seafarers have the right to participate in union activities and to protect against acts of anti-union discrimination as per ILO convention Nos. 87 and 98.

o) The Recruitment and placement of seafarers convention states that no person or organization who finds employment for seamen should charge any fees.

p) Guidelines on fair treatment of seafarers in the event of a maritime accident have been prepared in accordance with resolutionA.987 (24) on guidelines on fair treatment of seafarers in the event of a maritime accident adopted on 1 December 2005 by IMO. The objective of the guidelines is to ensure that seafarers are treated fairly following a maritime accident and during any investigation and detention by public authorities and the detention is for no longer necessary. The International Labor Organisation convention 185 – Seafarers’ ID – could improve the situation by ensuring that all bona fide seafarers have a highly secure ID that is recognized worldwide.

International Transport Workers’ Federation (ITF)
The International Transport Workers' Federation (ITF) is a truly global organisation. It is a federation of around 700 unions from some 150 countries, representing over 4.5 million transport workers. The ITF was founded in 1896 in London by European seafarers' and dockers' union leaders who realized the need to organise internationally against strike breakers. Today the ITF organizes workers in ships, ports, railways, road freight and passenger transport, inland waterways, fisheries, tourism and civil aviation.

The ITF represents transport workers at world level and promotes their interests through global campaigning and solidarity. It is dedicated to advancement of independent and democratic trade unionism, and to the defence of fundamental human and trade union rights. It is opposed to any form of totalitarianism, aggression and discrimination. The ITF is one of several Global Federation Unions allied with the International Trade Union Confederation (ITUC).
Any trade union with members in the transport industry can apply to join the ITF. There are criteria and procedures which a union must follow before it can become an affiliate. For an application form and further information, please contact the ITF.

The ITF is run by its member unions. The main policy-making body is the Congress which meets every four years. All affiliates can send voting delegates to the Congress.

The aims of the ITF are set out in its Constitution. They are:

a) to promote respect for trade union and human rights worldwide
b) to work for peace based on social justice and economic progress
c) to help its affiliated unions defend the interests of their members
d) to provide research and information services to its affiliates
e) to provide general assistance to transport workers in difficulty

Although the range of ITF activities is very wide, they can be best summed up under three key headings:

1. Representation
2. Information
3. Practical solidarity

The ITF represents the interests of transport workers' unions in bodies which take decisions affecting jobs, employment conditions or safety in the transport industry, such as the International Labour Organisation (ILO), the International Maritime Organisation (IMO) and the International Civil Aviation Organisation (ICAO).

A major function of the ITF is informing and advising unions about developments in the transport industry in other countries or regions of the world. The ITF also maintains a specialist education department, dedicated to the development of strong and democratic transport unions.

The ITF organizes international solidarity when transport unions in one country are in conflict with employers or government and need direct help from unions in other countries. The kind of solidarity needed can range from protest messages, demonstrations and political pressure, to direct industrial action in the form of strikes, boycotts etc. The ITF's worldwide campaign in the maritime industry against the use by ship owners of Flags of Convenience (FOCs) to escape from national laws and national unions is a good example of solidarity.

**National Union of Seafarers of India (NUSI)**

A group of sailors formed themselves into an association called Goa Portuguese Seamen's Club in 1896, a more than hundred years ago. It became the foundation of seafarers' Struggle for better life. It is a long story of fight for social justice, initially for jobs, then for better working conditions and now, for better living.

At present, there are more than 35,000 Indian seamen who draw on an average a monthly salary of Rupees Thirty Thousand to Fifty Thousand on foreign flag ships and between Fifteen and Thirty Thousand on Indian ships; eat good food with a calorie content of over three thousand daily on board including ice-cream, fresh milk and cheese and live comfortably with family when ashore. There are many educational and other welfare facilities for them too. All this is thanks to National Union of Seafarers of India (NUSI) which has fought many battles for them.

It was in 1918 that the word union appeared in seamen's life. Two separate bodies viz. Asian Seafarers' Union and Indian Seamen's Union comprising Deck and Engine Room ratings were founded in 1918. They merged next year and the first strike by Indian seamen on S.S. Kaiser-E-Hind of P & O took place. When the Indian Trade Unions Act, 1926, came into force in 1927, the Indian Seamen's Union registered itself. Its registration number was 7.

Later in 1932, it was founded the present National Union of Seafarers of India (then National Seamen's Union of India). It fought initially for the right of employment, then for increase in wages and improvement of working conditions. In 1964 Indian seamen secured two social security benefits, namely, provident fund and gratuity.

NUSI is perhaps the only Indian union which has worked on the principle of collective bargaining, settling all its disputes across the table at bipartite meetings.

The funding concept was introduced in 1973 under the ISF/ITF Understanding and the Total Crew Concept was accepted in 1983 by Fair Practices Committee of ITF. These two developments brought about sea change in the Indian seamen's life.

There are many welfare projects for Indian seamen initiated out of these funds.

The union mainly helps seamen in facilitating their job requirements on a broader front. It has joined hands with ship owners to acquire more jobs for Indian seamen from International market. The union not only fights for betterment of wages and conditions but also prepares its members to accept the newer challenges at sea.
Total Crew Cost Agreement (TCC Agreement)
The TCC Agreement sets out the standard terms and conditions applicable to Indian Ratings and Petty Officers serving on any ship owned or operated by a member of FOSMA & MASSA in respect of which there is in existence a Special Agreement made between ITF and the owner or operator.

The TCC Agreement is deemed to be incorporated into and to contain the terms and conditions of employment of Indian Ratings or Petty Officers to whom the agreement applies whether or not the company has entered into an individual Contract of Employment with the Rating or Petty Officer.

The Special Agreement requires the Owners (inter alia) to employ the seafarers on the terms and conditions of an ITF approved agreement, and to enter into individual contracts of employment with any seafarer to whom the TCC Agreement applies, incorporating the terms and conditions of an ITF approved Agreement. The Company has to undertake that it will comply with all the terms and conditions of the TCC Agreement. The Company shall further ensure that signed copies of the applicable ITF approved Agreement (CBA) and of the ITF Special Agreement are available on board in English.

Each seafarer shall be covered by the TCC Agreement with effect from the date on which they are engaged, whether they have signed Articles or not, until the date on which they sign off or if later the date until which, in accordance with the TCC Agreement, the company is liable for the payment of wages, whether or not any employment contract is executed between the seafarer and the company and whether or not the Ship’s Articles are endorsed or amended to include the rates of pay specified in the TCC Agreement.

The TCC Agreement between NUSI and the Sample shipping company includes follows Articles

1. Application
2. Pre-Employment
3. Non-Seafarer Work
4. Duration of Employment
5. Hours of Duty
6. Overtime
7. Holidays
8. Rest Periods
9. Wages
10. Allotments
11. Leave
12. Subsistence Allowance on Leave
13. Watch keeping
14. Manning
15. Shorthand Manning
16. Service in Warlike Operations Areas/High Risk Areas
17. Crew’s Effects
18. Termination of Employment
19. Repatriation
20. Misconduct
21. Medical Attention
22. Sick Pay
23. Maternity
24. Disability
25. Loss of Life – Death in Service
26. Insurance Cover
27. Food, Accommodation, Bedding, Amenities etc.,
28. Personal Protective Equipment
29. Shipboard Safety Committee
30. Membership Fees, Welfare Fund, and Representation of Seafarers
31. Social Allowances
32. Equality
33. Re-engagement of Ratings and Petty Officers
34. Transfer and Flag State Requirements
35. Training
36. Breach of the Agreement
37. Jurisdiction
38. Waivers and Assignments
39. Amendment of the Agreement

Research Method
Population and sample - Research population is all of the Indian ratings and petty officers employed in shipping companies that have signed TCC Agreement with NUSI. The research sample consists seafarers from three different ships managed by same shipping company. There are total of 50 respondent Indian seafarers (40 Ratings and 10 Petty Officers). Ratings work at the rank of Motorman, Wiper, Tr. Wiper, Able bodied seaman, Ordinary Seaman, Trainee Seaman, General Steward, Trainee Steward etc. Petty Officers work at the rank of Boatswain, Fitter, Chief Cook and Pump man. The sampling technique used is Random Sampling.

Data collection and analysis method - Research data consist of Primary and Secondary data. Primary data are obtained directly from the respondents through Questionnaire. The Secondary data collected from several sources such as journals published by NUSI, ITF. Official websites maintained by Directorate General of Shipping India, Marine Mercantile Department websites.

The Questionnaire consisted of 30 questions. 10 questions to explore each of the below -
   a. Awareness of seafarers about the various clauses of the TCC agreement
b. Status of implementation of the clauses of the TCC agreement by the ship management company

c. Level of satisfaction among the seafarers regarding the TCC agreement

Each question clearly aims at exploring any one of the above objectives. The responses are collected in the form of 5-point SUMMATED LIKERT SCALE. The 5-point Scale is selected so that the results are clear and reduces unambiguous responses. The scale starts from negative response [1] to neutral [2] to positive response [3].

The total collected Primary data consisted of altogether 1500 responses [500 responses in each category] which was analysed using SIMPLE PERCENTILE method to derive the conclusions. The obtained percentile is then tabulated for further interpretation.

### Results and Interpretation

The result demonstrates that the awareness of various TCC clauses among the seafarers is very low, status of implementation of the clauses by the ship management company is adequate and level of satisfaction among seafarers is uncertain.

#### Awareness of various TCC clauses among the seafarers

The questionnaire that was used to collect the primary data consisted of total 10 questions that aimed to explore the awareness of various TCC clauses among the seafarers. Each question had 5 responses marked with Nos. 1 to 5 that explain the level of awareness in the ascending order from Very Poor [1] to Poor [2] to Neutral [3] to Good [4] to Very Good [5]. ‘Very Poor’ & ‘Poor’ responses indicate that the Awareness is INADEQUATE. ‘Neutral’ responses indicate that the Awareness is doubtful and uncertain. ‘Good’ & ‘Very Good’ responses indicate that the Awareness is ADEQUATE.

**i. Tabular column Representation of the collected Data**

<table>
<thead>
<tr>
<th>Awareness of various TCC clauses</th>
<th>No. of Responses</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>VERY POOR AWARENESS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Negative Response, [=1 in LIKERT 5-point Scale]</td>
<td>140</td>
<td>28%</td>
</tr>
<tr>
<td><strong>POOR AWARENESS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Negative Response, [=2 in LIKERT 5-point Scale]</td>
<td>252</td>
<td>50.4%</td>
</tr>
<tr>
<td><strong>UNCERTAIN AWARENESS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Neutral Response, =3 in LIKERT 5-point Scale]</td>
<td>48</td>
<td>9.6%</td>
</tr>
<tr>
<td><strong>GOOD AWARENESS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Positive Response, [=4 in LIKERT 5-point Scale]</td>
<td>42</td>
<td>8.4%</td>
</tr>
<tr>
<td><strong>VERY GOOD AWARENESS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Positive Response, [=5 in LIKERT 5-point Scale]</td>
<td>18</td>
<td>3.6%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>500</td>
<td>100%</td>
</tr>
</tbody>
</table>

**ii. Bar Graph Representation based on Actual no. of responses**

![Bar Graph Representation based on Actual no. of responses](chart.png)
iii. Pie Diagram Representation showing percentage in each category

Hence, the above data clearly interprets that the AWARENESS about the various TCC Agreement clauses among the sample seafarers is LESS.

Status Of Implementation Of The Clauses By The Ship Management Company
The questionnaire that was used to collect the primary data consisted of total 10 questions that aimed to explore the Status of implementation of various TCC clauses among the seafarers. Each question had 5 responses marked with Nos. 1 to 5 that explain the Status of implementation in the ascending order from Very Poor [1] to Poor [2] to Neutral [3] to Good [4] to Very Good [5]. ‘Very Poor’ & ‘Poor’ responses indicate that the Status of implementation is INADEQUATE. ‘Neutral’ responses indicate that the Status of implementation is doubtful and uncertain. ‘Good’ & ‘Very Good’ responses indicate that the Status of implementation is ADEQUATE.

Tabular column Representation of the collected Data

<table>
<thead>
<tr>
<th>Status of implementation of the clauses by the ship management company</th>
<th>No. of Responses</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>VERY POOR IMPLEMENTATION Negative Response, [=1 in LIKERT 5-point Scale]</td>
<td>22</td>
<td>4.4%</td>
</tr>
<tr>
<td>POOR IMPLEMENTATION Negative Response, [=2 in LIKERT 5-point Scale]</td>
<td>40</td>
<td>8%</td>
</tr>
<tr>
<td>UNCERTAIN IMPLEMENTATION Neutral Response, =3 in LIKERT 5-point Scale]</td>
<td>30</td>
<td>6%</td>
</tr>
<tr>
<td>GOOD IMPLEMENTATION Positive Response, [=4 in LIKERT 5-point Scale]</td>
<td>248</td>
<td>49.6%</td>
</tr>
<tr>
<td>VERY GOOD IMPLEMENTATION Positive Response, [=5 in LIKERT 5-point Scale]</td>
<td>160</td>
<td>32%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>500</td>
<td>100%</td>
</tr>
</tbody>
</table>
Bar Graph Representation based on Actual no. of responses

ii. Pie Diagram Representation showing percentage in each category

iii. Interpretation of above Data representations

The above table shows that out of 500 responses, a total of 64 fall in the negative range [22 in ‘Very Poor’ category and 44 in ‘Poor’ category]. On the contrary, the total no. of responses falling in the positive range is 408 out of 500 [248 in ‘Good’ category and 160 in the ‘Very Good’ category. In the neutral range, there are altogether 30 responses which states that the sample seafarers are neither clearly aware about the clauses nor completely unaware about the clauses.

When computed to percentiles and studied, it can be seen that out of 100% of responses, a total of 12.4% fall in the negative range [4.4% in ‘Very Poor’ category and 8% in ‘Poor’ category]. On the contrary, the total percentage of responses falling in the positive range is 81.6% out of 100% [49.6% in ‘Good’ category and 32% in the ‘Very Good’ category. In the neutral range, there are 6% responses which state that the sample seafarers are neither clearly aware about the clauses nor completely unaware about the clauses.

Hence, the above data clearly interprets that the STATUS OF IMPLEMENTATION of the various TCC Agreement clauses by the Ship Management Company is ADEQUATE.

Level Of Satisfaction Among Seafarers

The questionnaire that was used to collect the primary data consisted of total 10 questions that aimed to explore the Level of satisfaction of various TCC clauses among the seafarers. Each question had 5 responses marked with Nos. 1 to 5 that explain the Level of satisfaction in the ascending order from Very Poor [1] to Poor [2] to Neutral [3] to Good [4] to Very Good [5]. ‘Very Poor’ & ‘Poor’ responses indicate that the Level of satisfaction is INADEQUATE. ‘Neutral’ responses indicate that the Level of satisfaction is doubtful and uncertain. ‘Good’ & ‘Very Good’ responses indicate that the Level of satisfaction is ADEQUATE.

Tabular column Representation of the collected Data

<table>
<thead>
<tr>
<th>Level of satisfaction among seafarers</th>
<th>No. of Responses</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>VERY POOR SATISFACTION</td>
<td>12</td>
<td>2.4%</td>
</tr>
</tbody>
</table>

Negative Response, [=1 in LIKERT 5-point Scale]
POOR SATISFACTION  
Negative Response, [=2 in LIKERT 5-point Scale] | 40 | 8%

UNCERTAIN SATISFACTION  
Neutral Response, [=3 in LIKERT 5-point Scale] | 300 | 60%

GOOD SATISFACTION  
Positive Response, [=4 in LIKERT 5-point Scale] | 108 | 21.6%

VERY GOOD SATISFACTION  
Positive Response, [=5 in LIKERT 5-point Scale] | 40 | 8%

TOTAL | 500 | 100%

i. Bar Graph Representation based on Actual no. of responses

ii. Pie Diagram Representation showing percentage in each category

iii. Interpretation of above Data representations

The above table shows that out of 500 responses, a total of 52 fall in the negative range [12 in ‘Very Poor’ category and 40 in ‘Poor’ category]. On the contrary, the total no. of responses falling in the positive range is 148 out of 500 [108 in ‘Good’ category and 40 in the ‘Very Good’ category. In the neutral range, there are altogether 300 responses which state that the sample seafarers are neither clearly aware about the clauses nor completely unaware about the clauses.

When computed to percentiles and studied, it can be seen that out of 100% of responses, a total of 10.4% fall in the negative range [2.4% in ‘Very Poor’ category and 8% in ‘Poor’ category]. On the contrary, the total percentage of responses falling in the positive range is 29.6% out of 100% [21.6% in ‘Good’ category and 8% in the ‘Very Good’ category. In the neutral range, there are 60% responses which state that the sample seafarers are neither clearly aware about the clauses nor completely unaware about the clauses.

Hence, the above data clearly interprets that the LEVEL OF SATISFACTION among the sample seafarers about the various TCC Agreement clauses by the Ship Management Company is UNCERTAIN.
5. Discussion

a. Reasons or Hazards due to which many youngsters are not taking shipping as their profession in present days

There are plenty reasons for the same which can be broadly classified as –

1. Professional Hazards
2. Personal Hazards
3. Social Hazards
4. Legal Hazards

Professional Hazards

1. Expensive initial training:

Anyone who is coming out of a college cannot straight way take up shipping as profession. Some shipping related courses have to be completed from the Marine Training Institutes. The course fees demanded by the Training Institutes are very high for a person to choose shipping as a profession. Further, many institutes are not recognized by the government and legal bodies.

2. No or Slow career growth:

Career growth for the persons who take up shipping as their profession is very limited. Like in any other profession where one can aspire to become the head of the organisation by competence, here in shipping no such vertical career growth is possible. At the most, one may become the Master or Chief Engineer of a Ship and further vertical growth is limited or not possible.
3. Limited shore jobs:

One cannot afford to remain in ship for life time to earn his bread. At some point of life, a seafarer has to take up shore job. But unfortunately, not enough shore jobs are available for a seafarer. At the most he may get some marine based shore jobs in coastal area.

4. Unstable career:

Very few seafarers only can take up shipping as their life time profession because of limited career growth. At the end of their life, they realize that no significant achievements were made.

5. Less manpower and more work:

Shipping companies, to attract more people in the shipping, tend to pay more salary. This is only an illusion. To pay more the shipping companies reduce the man power in ships. Ultimately the seafarer is made to work more.

6. Not able to cope up with technological developments:

The Navigational equipments and Engine control systems in the ships are mostly electronic. Due to technological advancements, the seafarer has to update his working knowledge of these equipments. If the seafarer is not able to cope up with these developments, he is bound to fail in his profession.

7. Rough seas and sea sickness cause less productivity:

As the ship is a three axis moving platform, rough seas cause sea sickness that affects the productivity of the seafarer which is unique in ships.

8. Piracy threats and Marine terrorism:

Piracy attacks and Marine terrorism on the ships are increasing globally. Unlike storm warnings, no one can predict these surprise attacks.
9. Natural calamity:

Though storms and rough weather can be predicted, there are increasing instances of ships getting caught in storms and rough weather that result in groundings, collisions and allisions.

10. Multi cultural environment:

The ships are manned by multi cultural crews who have different lifestyles, religions and languages. The seafarer has to adapt himself to live in multicultural environment. Failure to adapt, results in lesser productivity of the seafarer.

11. Frequent validations, training needed:

To sustain in ships, seafarer has to undergo time bound validation courses in recognised institutes which are time consuming and expensive.

12. Unsafe ships:

Ships have definite lifecycle and are not sea worthy beyond that. But shipping companies try their best to extend their life cycle and sail the ships. The ships become unsafe and the seafarer has to face more marine accidents.

13. Increased suicides in ships:

The instances of suicides by the seafarers in ships due to their frustration in work are increasing every year.

Personal Hazards

14. Salary not adequate:

Considering the salary paid in other industries like Information Technology, cost of living and other professional hazards in shipping industry, the salary paid to the seafarers are not adequate.

15. Disturbed family life:

A seafarer is not lucky to remain with his family members throughout his career like his shore based professionals. A seafarer cannot be with his family members in cases of emergencies. Further he has to forget about birthdays, Christmas, Wedding anniversary and any other social and family events.
16. Health: Due to work related stress, non availability of fresh food, lack of recreational facilities and inadequate medical facilities in ships, the health of a seafarer deteriorates faster.

17. Loneliness, boredom: As the seafarer is subjected to “Bigger ships and lesser Manpower” concept of shipping companies, the seafarer till he signs off has to face loneliness and boredom. This also reduces the productivity of the seafarer. To overcome loneliness and boredom, a seafarer slowly becomes an alcoholic.

18. Faster turnarounds, no breaks in harbour: Due to better cargo unloading facilities available in ports, ships turnaround time has drastically reduced. Practically ships crew don’t get any breaks in harbours to refresh themselves.

19. Communication problems: Though English is the universal language, as the ships are manned by multicultural crew, communication problems exist between the crew. In addition communication problems exist between ship and shore authorities. At times, this leads to misunderstandings and cause unwanted incidents.

20. Personal safety: A seafarer has to look after himself and if he is not able to get along with ships crew, his life is not safe.

21. Medical facility: Similarly a seafarer is expected to remain fit and remain seaworthy. Medical facilities are inadequate in ships.
22. Anyone cannot be a Seafarer:

To become a seafarer, a person has to be psychologically fit in addition to medical or physical fitness. To assess the suitability to become a seafarer, psychometric tests are conducted at entry level training of seafarers.

Social Hazards
23. No recognition in society:

A seafarer due to isolation from his family members gets slowly isolated from the society also and has no recognition in the society.

24. Seen as a high income man but spends more than he earns:

A seafarer is visualized by many in the society as high earning member whereas most of the seafarers spend more than they earn.

25. Not able to mix up in society:

Many seafarers are not able to mix up in a heterogeneous society as they interact with limited people throughout their career. They mix up successfully with other seafarers only.

Legal Hazards
26. Pollution:

If a ship pollutes the sea due to whatsoever reasons, ships’ crew including the captain of the ship has to face legal actions.

27. Marine accidents:

If a ship gets involved in collision, allision, grounding, fire etc., the ships’ crew including the captain of the ship are liable to face legal actions.

Limitation
Limitations of this research shows that though the researchers had good opportunity to conduct realistic research by virtue of sailing and staying with the sample population for considerable time, the sample size is very low compared to the actual nos. of Indian seafarers and also deals with only one ship management company and hence the results cannot be considered optimum. Also, this research involves only seafarers who are at the receiving end of the agreement and not the shipping company which is at the giving end. Therefore, for further research, it is suggested to involve more no. of ship management companies and respondents should also
include members who represent the shipping company to make the results more optimum.

Conclusion
It is widely accepted fact that the seafaring profession is definitely involving tremendous risks and is one of the challenging career available in the market since early days. Though the times have changed and technological advancements have replaced tough manual labour into machine labour in many of the industries, Shipping industry still have lot of risks that cannot be replaced by Machines. PERILS OF THE SEA is widely used term by Seafarers to explain the humungous dangers that the Oceans have in reserve for them. Even in the shipping industry, a lot of manual work has been replaced by advanced machines and monitoring equipment. Even the communication with families have much improved than olden days. Many of the companies are now providing Internet facilities for the seafarers onboard which keeps them in close contact with family. Still, the physical isolation from the close-ones that the seafarer experiences out at sea cannot be ignored completely. They often miss to be present next to their close ones at happy occasions, sad occasions etc. Hence, seafarers do deserve an extra bit of welfare consideration.

Various Trade Unions and organizations like NUSI, MUI, IMO, ILO keep doing continuous research to meet the welfare demands of the seafarers and come up with various amendments to existing legal requirements and also introduce newer regulations. One such recent welfare related regulatory requirement is MLC-2006. [MARITIME LABOUR CONVENTION] which is mandatory to be complied with all the foreign going merchant ships at present.

It is concluded with this research that though many of the organizations have come forward and trying their best to improve the welfare standards to the best possible levels, the seafarers have to understand that it is their duty to be educated about the various provisions or benefits that they are entitled for so that they best utilize those to their favour. In the case of sample ships taken for this research, it is found that until the researcher has excavated and enquired about the various provisions, the sample seafarers have shown zero awareness of many of the terminology or clauses of the TCC Agreement. Few of them have shown complete unawareness about the whole agreement itself.

Only when the awareness of the seafarers increases about the TCC agreement, the welfare levels can be brought to better stage. Presently it can be said that the sample company has done their best to implement the TCC agreement clauses to the best possible way. Since the awareness of the TCC agreement to the sample employees is very poor, it could not be said if the level of satisfaction is adequate of not.

For further research, it is suggested to involve more no. of shipping companies. Respondents should also include representative members from the shipping companies. Consultations with representative Unions would make the results more optimum. Further research may also aim at finding suitable amendments required about the clauses to the TCC agreements for the forth-coming years.

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