

## Holidays with Pay for Seafarers

## Conditions in Four Merchant Navies

A survey of rates of pay, hours of work and overtime arrangements in foreign-going ships of the merchant fleets of Belgium, Great Britain, the Netherlands, and Norway was published in a recent issue of the Review.\(^1\) The following article extends this survey to the subject of holidays with pay, and not only deals with the conditions prevailing under the collective agreements now in force but also shows briefly the developments that have taken place since before the outbreak of the war. As in the previous article, the conditions described are those applicable to men serving on foreign-going vessels.

#### Introduction

A Convention concerning holidays with pay for seamen was adopted by the International Labour Conference in 1936, but the proposal for its adoption encountered strong opposition and little progress had been made before the outbreak of the war towards bringing the Convention into force. In the course of a preliminary discussion at a Preparatory Technical Maritime Conference held at Geneva in 1935 the shipowners' representatives on the committee dealing with the subject adopted a declaration expressing their opposition in the following terms:

The shipowners' group considers that the idea of holidays with pay is not consistent with the fundamental condition of the seaman's contract of employment, which is that the contract is for a voyage or for a fixed term. Seamen may have leave between their terms of employment. The analogy with shore employment is erroneous. . The question of holidays with pay is, in its very essence, a question of wages, and therefore cannot properly at present be regulated internationally by an international Convention.

The Conference ir. 1936 endeavoured to meet the shipowners' objection based on competitive costs by including in the Convention a provision that it should not come into force until it had been ratified by five Members of the International Labour Organisation each having more than one million tons gross of seagoing merchant shipping. Even so, the great majority of shipowners' representatives maintained their opposition; the Convention was adopted by 60 votes to 15, but the majority included only five shipowners' delegates (from Australia, Denmark, France, the U.S.S.R., and Yugo-

<sup>&</sup>lt;sup>1</sup> Cf. International Labour Review, Vol. XLVIII, No. 1, July 1943, pp. 23-42: "Rates of Pay and Working Hours of Seafarers: Conditions in Four Merchant Navies".

slavia). Since its adoption the Convention has been ratified by Belgium, Mexico, and the United States, but because of the minimum requirement of five ratifications it has not yet come into force.

Nevertheless, although the Convention is not in force, there has been since the outbreak of the war, and more especially since the occupation by Germany of many of the maritime countries of continental Europe and the transfer of the headquarters of their merchant fleets to London, a marked development in the practice of granting holidays with pay to seamen. This development has now indeed gone so far that the minimum standards laid down by the Convention fall considerably short in certain respects of the provisions of many of the collective agreements now in operation. This does not, of course, necessarily imply that shipowners have abandoned the views they held when the Convention was under discussion. Present conditions differ substantially from those that prevailed before the war. There is not the same competition for commercial freights, since the merchant fleets of all the United Nations are co-operating as units in an organised system for the carrying of essential supplies. Competition in costs, as affected by wages, has also changed; wages are not uniform in the various fleets, but the disparities are different from, and in most cases less than, what they used to be. Seamen are no longer engaged by the voyage or for a fixed term, but, by the operation of conscription, continuous service agreements, and manning pool arrangements, are in continuous employment; there is thus no possibility of their taking leave, even at their own expense, except in accordance with some organised system, while at the same time the strain of their service at sea in war conditions renders occasional relief by holidays indispensable. The manning pools which have been set up since the war facilitate the granting of holidays, since it is now generally, though not invariably, possible to supply reliefs from the pool to take the place of men on leave. If these or similar improvements can be maintained on an international scale after the war, the problem of holidays with pay for seamen will obviously present itself in a new light. Meanwhile, the seamen are becoming accustomed to paid holidays and will certainly press for their continuance after the war.

The Convention of 1936 makes provision only for annual holidays, though it does permit of the subdivision of the single holiday into shorter spells of leave. Certain of the agreements here brought under review differ from the Convention not only in granting an annual holiday on a more generous scale but also in making provision for occasional short spells of leave in addition to the annual holiday. The Belgian, Netherlands, and Norwegian agreements provide for "free days" or "leave between voyages"; the British agreement does not make provision for this "inter-voyage leave" as such, though there is a system of special leave for officers in compensation for long hours of duty at sea, which is given between voyages and is in addition to annual leave. An annual holiday and a break between voyages are in fact two different kinds of leave. It has therefore been considered desirable to deal with them separately in the account given for each of the four countries, even

though the distinction is somewhat blurred in the case of Belgium and Great Britain by the fact that annual leave is granted in instalments calculated on periods of service of less than a year and is taken between voyages.

A synoptic comparison of the main provisions of the Convention with those of the collective agreements of the four countries is

given at the end of the article.

#### BELGIUM

## Inter-Voyage Leave

Officers.

The agreement in force before the war provided that when a ship was in a Belgian port officers should so far as possible be free at night, on Saturday afternoons and Sundays, and on public holidays, the owner having the right, however, to require the presence on board of one deck officer and one engineer officer. There was no provision for inter-voyage leave.

As from 1 January 1942, an addendum to the agreement entered into in August 1940 after the invasion of Belgium and the transfer of the headquarters of the merchant fleet to London provided that, beginning with the second week in port, one free day would be granted each week whenever the work on board permitted. This day was given with pay, but if the day could not be granted, no

payment in lieu was given.

The agreement operative from 1 October 1942, which is still in force, maintained the pre-war right to free time at night and at week-ends and on holidays, with the substitution, of course, of British for Belgian ports. It also confirmed the right of officers and cadets to one free day of leave per week, beginning with the second week in port. This port leave is to be given unless the presence of the officer or cadet on board is absolutely indispensable for the proper carrying on of the work. Pay is given if the day's leave is granted, but no payment is made in lieu thereof if it cannot be granted.

## Ratings.

The pre-war agreement provided neither for inter-voyage leave nor for a week-end leave in Belgian ports as granted to officers.

As from 1 January 1942 ratings were given the right to the weekly leave in port described above for officers. The agreement operative from this date also introduced inter-voyage leave, treated, however, as annual leave and accordingly dealt with below under that heading.

The provisions of the agreement operative from 1 October 1942 concerning weekly leave for ratings are the same as for officers.

#### Annual Leave

## Officers.

Under their pre-war agreement navigating and engineer officers and electricians were entitled to 14 days' holiday after one year's continuous service with the same owner. Continuity of service was deemed not to be interrupted if the officer (a) was granted study leave by the owner, (b) was taken back into service within twelve months of having left it by reason of the laying-up of his ship, or (c) resigned from his ship to fulfil his military obligations and did not during his absence take up any other employment without the owner's consent.

Pay during leave was at the normal rate, with no allowance for

meals.

Leave might be granted in full or in part, the time at which it should be taken being determined by the owner.

Periods of leave of less than three days, Sundays excluded, were not reckoned as part of the annual leave unless granted at the

express request of the officer for personal reasons.

After two years of service an officer was entitled to require payment in lieu of leave not yet granted to him. An officer leaving the service of an owner after service of twelve months or more was entitled to claim payment in lieu of any days of leave due to him but not granted (for an incomplete year, at the rate of one day for every four weeks of service). Pay in lieu of leave was calculated on the average pay for the period during which the leave was earned.

These arrangements remained in force until 1 January 1942. Under the agreement that became operative on that date the duration of annual leave was increased to 18 days a year (or one day per 20 days on articles) for certificated officers and to 12 days a year (or one day per 30 days on articles) for junior uncertificated officers, assistant engineers, and cadets. Fractional periods of service gave a right to leave as follows, according as the annual leave was 18 or 12 days: up to 4 or 7 days, no leave; 5-15 or 8-22 days, one half-day; 15 or 22 days or more, one full day.

Pay during leave included seniority pay and war bonus, but

excluded overtime pay.

Leave had to be given as far as possible in accordance with the wishes of the officers themselves, either in long or in short periods but with a minimum of three days at a time. Pay as during leave was given in compensation for any days of leave due which could not be granted.

As from 1 October 1942, under an agreement which is still in force, the annual leave for junior uncertificated officers, assistant engineers and cadets has been increased to 15 days a year, or one day of leave for every 24 days on articles. In other respects the

leave conditions remain unchanged.

## Ratings.

No provision for annual leave was included in the pre-war agree-

ment for ratings.

The agreement that came into operation on 1 January 1942 gave to ratings the right to annual leave at the rate of 9 days a year, reckoned as one day per 40 days on articles, each voyage being considered as an independent unit and no fractions of days being carried forward to the next voyage. This leave was to be given after each voyage, but if it could not be granted, payment in lieu thereof was given for any days not taken.

Payment during or in lieu of leave was the normal pay plus war

bonus but without any meal allowance.

Under the agreement operative from 1 October 1942 and still in force, leave for ratings was increased to 12 days a year, reckoned as one day for every 30 days on articles, each voyage being treated independently and neither service nor leave being carried forward to the next voyage. Fractional periods of service are reckoned as follows: up to 7 days, no leave; 8-22 days, one half-day; over 22 days, one day. Sundays and holidays falling within a period of leave are not reckoned as days of leave. If the leave due cannot be taken at the end of a voyage, payment is made in lieu of the corresponding number of days.

Payment during or in lieu of leave is the normal pay plus war

bonus but without any meal allowance.

# GREAT BRITAIN Inter-Voyage Leave

Officers.

The pre-war agreements of the National Maritime Board included no provision cealing with inter-voyage leave. The agreement adopted by the Board on 11 April 1940 made provision for special leave in the United Kingdom in consideration of the fact that "ships' officers, from the nature of their profession, must often be on duty for long periods, especially in small vessels where the complement is necessarily strictly limited, and must often, particularly in deep-sea trades, be unable to get home except at long intervals". The compensatory leave given under this agreement has therefore been dealt with in the earlier article already referred to, in connection with hours of work and overtime<sup>1</sup>, but is mentioned here as it might in fact be taken between voyages.

The war leave arrangements under the current agreement of the National Maritime Board are dealt with below under the head-

ing of annual leave.

## Ratings.

Neither the pre-war nor the subsequent agreements of the National Maritime Board made provision for inter-voyage leave, as such. The arrangements for annual leave, which might be taken between voyages, are described below.

#### Annual Leave

## Officers.

Under the National Maritime Board agreement in operation before the war<sup>2</sup>, navigating and engineer officers were entitled to 14 days' leave after each year of continuous service for the same

<sup>1</sup> Cf. International Labour Review, loc. cit., p. 37.

<sup>&</sup>lt;sup>2</sup> This agreement of the National Maritime Board did not preclude the making of special agreements by owning companies with their officers; where a company had such a special agreement providing for leave on terms not less favourable than the Board's terms, an officer who failed to qualify for leave under the special agreement could not claim leave on the Board's terms.

owner, whether on or off articles. A fractional period of service after the first year counted for leave at the rate of one day's leave for each four weeks of service. Continuity of service was deemed not to be interrupted by time spent "standing by" at the owner's request awaiting transfer to another vessel in the same ownership, or time spent as watchman on a laid-up vessel; but such periods were not counted for the purpose of reckoning the amount of leave due.

Full pay was given during leave, but no meal allowance.

A period of leave amounting to less than 72 consecutive hours

was not counted against the officer's annual leave.

The leave had to be taken, either wholly or in part, as best suited the convenience of the owner and the ship, and might be given in a port abroad if the officer so desired. Leave might be accumulated. If it was not convenient to the owner to grant leave within six months of the year in respect of which it was due, the officer was entitled to claim payment in lieu of leave, whether he continued in the employment of that owner or not; an officer was also entitled to claim payment for all leave due on leaving the employment of an owner. These payments in lieu of leave were calculated at the average rate of pay earned by the officer for the period in respect of which the leave was due.

Annual leave continued to be granted to officers on the above terms until May 1941, when the Essential Work (Merchant Navy) Order, 1941, was issued, the Reserve Pool was set up, and the Wartime Continuous Employment Agreement was made by the National Maritime Board. This agreement suspended the existing leave arrangements and replaced them, as a wartime measure, by

the following arrangements, which are still in force.

Masters, officers, apprentices and cadets are entitled to  $2\frac{1}{2}$  days' war leave in the United Kingdom for each completed month served on articles; in an uncompleted month one day's leave is due for each completed period of 12 days on articles. Periods of leave of less than 72 consecutive hours given during an engagement are not reckoned as war leave.

The rate of pay when on leave is normal pay, excluding war

risk money.<sup>2</sup> A meal allowance of 4s. a day is also paid.

War leave may by mutual consent be given in advance of the time when it is due and may be given abroad at the officer's request

if that is convenient to the ship.

The intention is that war leave should be given as convenient to the ship when the vessel returns to the United Kingdom, but as conditions may make this impossible the leave may be accumulated. If lon a second return to the United Kingdom after six months following the vessel's first return it is still impracticable to give an officer the leave then due, the officer is entitled to claim payment in lieu thereof; but all possible steps are to be taken to grant officers the full leave due and to avoid liquidation of claims by payment. The rate of pay in lieu of leave is the normal pay excluding war risk money.

<sup>&</sup>lt;sup>1</sup> Cf. International Labour Review, Vol. XLIV, No. 1, July 1941, p. 76.
<sup>2</sup> Originally, a "differential payment" of £2 a month was also excluded, but since 1 February 1943 this sum has been merged in revised rates of basic pay.

Ratings.

There was no provision for annual leave for ratings in the prewar National Maritime Board agreement. Annual leave was first introduced, as a wartime measure, in the Board's agreement which became operative on 15 March 1940, but did not apply to ratings entitled to leave under other more favourable arrangements. This agreement provided that ratings should be entitled to one day's leave (of 24 consecutive hours) for every complete two months' continuous service with the same company, whether on or off articles.

Pay during leave was at the current rate shown in the articles,

excluding war risk money, and without meal allowance.

Leave had to be taken as best suited the convenience of the owner and the ship, but the intention was that it should be accumulated until three days became due (i.e., after six months' service) unless the rating left the owner's service earlier, and should be granted as soon as practicable thereafter. Payment in lieu of leave could be made only with the consent of the rating and was at the same rate as during leave.

The granting of leave in periods of less than three days was prohibited unless (a) the rating himself agreed, or (b) the master was satisfied that granting the total leave due in one period would either delay the ship or cause the man concerned to miss the next voyage, or (c) the man was not being offered further employment. If the rating so desired, leave might be granted outside the United

Kingdom.

There was a slight modification of this agreement as from 1 June 1940, which provided that continuous service of one month but less than six weeks should give a right to one half-day's pay in lieu of leave, and that service of between six weeks and two months should

qualify for one day's leave.

These arrangements were suspended as from 26 May 1941 by the Wartime Continuous Employment Agreement of the National Maritime Board made in connection with the issue of the Essential Work (Merchant Navy) Order and the setting up of the Reserve Pool. The new agreement, which is still in force, provides that ratings are entitled to 2 days' war leave in the United Kingdom for each completed month served on articles, and in an uncompleted month one day for each completed 15 days of service. Periods of leave of less than 48 consecutive hours are not counted as war leave.

The rate of pay when on leave is normal pay, excluding war

risk money. A meal allowance of 3s. a day is also paid.

War leave may by mutual consent be given in advance of the time when it becomes due and may be given abroad at the rating's request if that is convenient to the ship.

The intention is that war leave due should be given as convenient to the ship when a vessel returns to the United Kingdom, but as conditions may make this impossible the leave may be accumulated. If on a second return to the United Kingdom after six months

<sup>&</sup>lt;sup>1</sup> Originally, the "differential payment" of £2 a month was also excluded, but this sum has been merged in the revised rates of basic pay operative from 1 February 1943.

following the vessel's first return it is still impracticable to give a rating the leave then due, but it is mutually desired that the rating should remain in the service of the same owner, the leave may be liquidated by payment in lieu thereof. The rate of pay in lieu of leave is normal pay, excluding war risk money.

### NETHERLANDS

## Inter-Voyage Leave

Officers.

A system of inter-voyage leave was in operation before the war under collective agreement. On the arrival of a vessel in a Netherlands port after an absence from the Netherlands of at least 12 days an officer was entitled, subject to the retention on board of the necessary staff (normally, not more than one deck officer and one engineer), to leave of at least one day between two voyages for the same shipowner. If the absence abroad had lasted 30 days or more, the leave was increased by two days. If the vessel's stay in port in the Netherlands lasted for more than one week, an officer was entitled to one day's leave each week, beginning with the second week. Sundays falling during leave were not reckoned as days of leave.

In the event of an officer's employment coming to an end, or after a year's employment, he was entitled to any balance of leave outstanding, up to an aggregate of one day's leave for every 1½ months of service; if the owner was unable to grant the outstanding leave, the officer was entitled to pay for the corresponding number of days.

In the case of officers below the rank of second mate or second engineer, leave granted without obligation might be set off against the inter-voyage leave due as shown above.

After the invasion of the Netherlands in 1940 and the transfer of the Government and the headquarters of the merchant fleet to the United Kingdom, the pre-war agreement was modified so as to give leave in respect of absence from the United Kingdom. It was also provided that pay in lieu of days of leave that could not be granted should include shore bonus of £1 for each week spent in a United Kingdom port (with a proportionate sum for each day or part of a day).

As from 1 October 1942 a new agreement provided that pay during leave should include a supplement of £2 a week (representing shore bonus of £1 and extra shore bonus of £1) and that a meal allowance of 8s. a day should be paid unless free board and lodging was provided ashore by the owners or meals were taken aboard ship.

A new agreement became operative from 1 July 1942 and is still in force. An officer is now entitled to leave at the rate of  $1\frac{1}{2}$  working days for each full month's service. The number of days of leave due is calculated after each voyage, fractions being rounded upwards (e.g.,  $1\frac{1}{2}$  days is reckoned as 2 days), and whenever possible the leave is to be taken before the next voyage. If it should be impossible to grant all or part of the leave due, the officer is entitled

after a period of six months to payment in lieu of leave at the rate of 1/26 of his monthly pay and 1/7 of £1 for each day of leave not taken.

Under this agreement pay during leave was given at the normal rate excluding war bonus, with the supplement of £2 a week (representing shore bonus of £1 and extra shore bonus of £1) and a meal allowance of 8s. a day, this daily allowance not being payable if free board and lodging were provided ashore or if meals were taken on board. As from 1 September 1942 the supplement in addition to normal pay was increased to £3 a week (representing £1 shore bonus and £2 extra shore bonus) when leave is taken in a port of the United Kingdom, and £2 a week plus U.S. \$1 a day when the leave is taken in a port elsewhere, the meal allowance remaining unchanged. From 1 March 1943 the meal allowance was raised to 12s. a day for masters, chief engineers, first mates, pursers, and doctors, and 10s. a day for other officers; these revised rates apply to ports in the United Kingdom and Ireland and elsewhere with the exception of the United States and Canada.

## Ratings.

The pre-war agreement for ratings made no provision for intervoyage leave. Ratings first became entitled to this leave after the transfer to the United Kingdom in 1940. Since then ratings have been entitled to leave on the same terms as officers, save that the meal allowance was fixed at 5s. a day from 1 October 1941. The meal allowance was raised to 6s. a day from 1 March 1943 (8s. a day for chief stewards and stewards (hofmeester).

#### Annual Leave

## Officers.

The pre-war agreement for officers provided that annual leave—or "periodic leave", as it was called—should be given at the following rates for every year of uninterrupted service with the same owner: chief engineer or first mate, 3 weeks; second engineer or second mate, 2 weeks; other officers: in certain companies, 2 weeks; in other companies, 12 days; in the general cargo trade, 10 days. No leave was allowed for service of less than a full year, but service was deemed not to be interrupted by inter-voyage leave, annual leave or study leave or, provided the service was resumed within six months, by absence due to the laying up of the ship or military service.

Pay during leave was at the normal rate, with no extra allowance. The time at which leave could be taken was decided by the owner, it being understood that in the course of every two years the officer would be allowed to take all the leave to which he was entitled.

After the invasion of the Netherlands in 1940 and the setting up of the Netherlands Shipping and Trade Commission in London, it was provided that transfer from a ship of one owner to a ship of another owner (unless made at the officer's own request or for misconduct) would not be regarded as breaking the continuity of the officer's service. Pay during leave was increased by the addition

of shore bonus (of £1 a week) but no war bonus; this applied also to pay given in lieu of days of leave which it was not possible to grant.

From 1 October 1941 the annual leave for all officers was raised to a minimum of 12 weekdays (or, for apprentices, 9 weekdays) for each year of uninterrupted service after that date on ships sailing under the Netherlands flag; the rights of officers already entitled to longer leave were of course maintained. This agreement also provided for the supplementary pay of £2 a week and the meal allowance of 8s. a day already mentioned in connection with intervoyage leave.

The annual leave agreement now in force has operated as from 1 July 1942. It provides for leave at the following rates for each year of uninterrupted service: chief engineers and first mates, 21 weekdays; second engineers and second mates, 14 weekdays; other

officers, 12 weekdays.

The supplementary pay and meal allowances were raised as from 1 September 1942 and 1 March 1943 to the rates already given in connection with inter-voyage leave.

## Ratings.

Under the pre-war agreement a rating was entitled to 6 days' leave with pay after one year of uninterrupted service with the same owner, periods of a month or less between articles not being considered as interrupting continuity of service. A rating discharged through no fault of his own after more than one year's service was entitled to one day's leave for every two months of service.

In 1941 the length of the annual leave for ratings was altered to 6 consecutive weekdays after a year's service, and the other conditions, as to change of ship and supplementary pay, were made

the same as for officers.

From 1 October 1941 the annual leave was increased to 9 week-days, the supplementary pay was raised to £2 a week, and a meal

allowance of 5s. a day was given.

Since 1 July 1942 ratings have been entitled to 12 weekdays of leave for each year of uninterrupted service. The supplementary pay and meal allowance were raised as from 1 September 1942 and 1 March 1943 to the rates already given in connection with intervoyage leave.

#### Norway

## Inter-Voyage Leave

## Officers.

No provision for inter-voyage leave was included in the agreements for navigating and engineer officers until 1 December 1942. Since that date, officers have been entitled at the end of every overseas voyage to one free day in port, with a minimum of one free day a month, that is to say, for a voyage lasting two months two days' leave would be due. If it is not practicable for this leave to be granted at the end of a particular voyage, it may be accumulated and given on a later occasion.

Payment for these free days continues at the same rate as when

the officer is at sea.

An officer going off articles before he has taken the free days due to him is entitled to payment in lieu thereof at the rate of 18 crowns (£1 0s. 4d.) for each day.

## Ratings.

Radio operators and ratings were entitled under their pre-war agreement to one half-day in port every month, to be taken by the crew in rotation. If no free half-day was given in the course of a month, payment in lieu thereof was made at overtime rates for 4 hours.

Since 1 December 1942 the same arrangements for inter-voyage leave have been in force for radio operators and ratings as for officers. A man going off articles before he has taken the free days due to him is entitled to payment in lieu thereof at the rate of 8 hours' overtime pay for each day.

#### Annual Leave

## Officers.

Annual leave was stipulated in the pre-war agreements, which have continued in force without substantial modification. Under these agreements, an officer was entitled to 2 weeks' annual leave for each year of continuous service with the same owner; this leave might also be taken at the rate of 4 weeks after two years' service or 7 weeks after three years' service. Full pay continued during leave, but no meal allowance was given. The time when leave was given was determined by the owner, but, so far as possible, leave had to be given during the summer.

In September 194. a new agreement maintained the previous conditions with the following modifications. It was agreed that the rule providing for 7 weeks' leave after three years' service should be applied so as to give all officers a longer holiday, of 3 weeks, in every third year. Leave was also given for incomplete years of service, that is to say, for continuous service of at least six months or for service of more than one year, at the rate of one day for each month of service. All Norwegian ships were considered to be in the same ownership (of the Norwegian Trade and Shipping Mission) after 9 April 1940. If leave could not be given, the officer was entitled to payment in lieu thereof for the period outstanding.

Pay during leave or in lieu of leave was the basic pay and, where applicable, seniority pay, but no war bonus or shore bonus was

payable and no meal allowance was given.

At the same time the leave arrangements for officers were made

applicable to stewards.

These provisions are still in force under the agreement operative from 1 December 1942.

## Ratings.

As in the case of officers, annual leave was provided for in the pre-war agreement and there have been only minor modifications since. The agreement provided for annual leave after six months' service with the same owner, at the rate of one day of leave with pay for every month of service. If this leave could not be given, the rating was entitled to full pay for the corresponding number of days.

The agreement operative from 1 September 1941 provided that interruptions of service due to causes beyond the rating's control and less than four weeks in duration should not cause any loss of leave but would have to be made up by a corresponding extra period of service.

Pay during leave or in lieu of leave is the basic pay, without any bonus and with no meal allowance.

These provisions are still in force under the agreement which became operative from 1 December 1942.

#### COMPARATIVE SUMMARY

The following statement gives a summary comparison of the annual leave arrangements now in force for each of the four countries brought under review with the corresponding provisions of the Holidays with Pay (Sea) Convention, 1936.

#### Duration of Leave

#### Convention.

Officers and radio operators: Not less than 12 working days a year. Other members of crew: Not less than 9 working days a year.

#### Belgium.

Certificated officers: 18 days a year (or 1 day per 20 days on articles).

Junior uncertificated officers, assistant engineers, and cadets: 15 days a year (or 1 day per 24 days on articles).

Ratings: 12 days a year (or 1 day per 30 days on articles).

#### Great Britain.

Officers, apprentices and cadets: 2½ days for each completed month on articles.

Ratings: 2 days for each completed month on articles.

#### Netherlands.

Chief engineers and first mates: 21 weekdays. Second engineers and second mates: 14 weekdays.

Other officers: 12 weekdays. Ratings: 12 weekdays.

#### Norway.

Officers and stewards: 2 weeks a year (or 4 weeks after 2 years' service or 7 weeks after 3 years), but 3 weeks in every third year.

#### Division and Accumulation of Holidays

#### Convention.

To be determined by national laws or regulations or by collective agreement.

#### Belgium.

Officers: Leave to be given as far as possible in accordance with the officer's wishes, in long or in short periods, but with a minimum of three days at a time.

Ratings: Leave to be given after each voyage, neither service nor leave being carried forward to the next voyage.

#### Great Britain.

Officers and ratings: Leave to be given as convenient to the ship when she returns to the United Kingdom, but when circumstances make this impossible leave may be accumulated.

#### Netherlands.

Officers: Normally an officer is allowed to take in the course of every two years all the leave to which he is entitled.

Ratings: No special provision; in practice, leave or pay in lieu is given in the course of each year.

#### Norway.

Officers and ratings: No special provision.

#### Substitution of Payment for Leave

#### Convention.

A cash payment may be permitted by national laws or regulations or by collective agreement.

#### Belgium.

Officers and ratings: Compensation by payment must be given for any leave due but not granted.

#### Great Britain.

Officers: Compensation by payment may be claimed if leave due cannot be granted on a second return to the United Kingdom after six months following the ship's first return, but liquidation of claims by payment is to be avoided as far as possible.

Ratings: Compensation by payment may be given if leave due cannot be granted on a second return to the United Kingdom after six months following the ship's first return and it is mutually desired that the rating shall remain in the service of the same owner.

#### Netherlands.

Officers and ratings: Compensation by payment must be given for any days of leave due which cannot be granted.

#### Norway.

Officers and ratings: Compensation by payment must be given for any days of leave due which cannot be granted.

#### Pay during Leave

#### Convention.

Usual remuneration, including a suitable subsistence allowance, to be paid in respect of the full period of leave, the manner of calculation being prescribed by national laws or regulations or fixed by collective agreement.

#### Belgium.

Officers: Basic pay, with seniority pay and war bonus; no subsistence allow-

Ratings: Basic pay with war bonus; no subsistence allowance.

#### Great Britain.

Officers: Normal pay, excluding war bonus; 4s. a day meal allowance.

Ratings: Current rate shown on articles, excluding war bonus; 3s. a day meal allowance.

#### Netherlands.

Officers and ratings: Normal pay, excluding war bonus, with supplementary allowance of £3 a week in United Kingdom ports and £2 a week plus U.S. \$1 a day elsewhere; meal allowance: masters, chief engineers, first mates, pursers, doctors, 12s. a day; other officers, 10s. a day; chief stewards and stewards, 8s. a day; ratings, 6s. a day.

#### Norway.

Officers and ratings: Basic pay, with seniority pay, excluding war bonus; no subsistence allowance.

#### Pay in lieu of Leave

#### Convention.

Cash payment at least equivalent to remuneration during leave, determined as above.

#### Belgium.

Officers and ratings: Basic pay with war bonus.

#### Great Britain.

Officers and ratings: Normal pay, excluding war bonus.

#### Netherlands.

Officers and ratings: 1/26 of monthly pay, without war bonus, and 1/7 of £1 for each day.

#### Norway.

Officers: Basic pay, with seniority pay and without war bonus.

Ratings: Basic pay, without war bonus.