

International Labour Organisation

Report II

Preparatory Technical Maritime Conference

Geneva, October 1975

Second Item on the Agenda

Holidays with Pay for Seafarers

Revision of the Paid Vacations (Seafarers) Convention (Revised), 1949 (No. 91) in the Light of, but not Necessarily Restricted to, the Holidays with Pay Convention (Revised), 1970 (No. 132)

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INTRODUCTION

At its 55th (Maritime) Session (Geneva, October 1970), the International Labour Conference adopted a resolution concerning holidays with pay, as follows:

The General Conference of the International Labour Organisation,

Recalling the resolution concerning holidays with pay for seafarers adopted at its 54th Session;

Requests the Governing Body of the International Labour Office to ask the Joint Maritime Commission to consider at an early meeting the revision of the Paid Vacations (Seafarers) Convention (Revised), 1949 (No. 91), in the light of the Holidays with Pay Convention (Revised), 1970 (No. 132).

This resolution was considered by the Governing Body at its 182nd Session (March 1971), and in accordance with decisions taken at that time and at the 185th Session (February-March 1972), this subject was placed on the agenda of the 21st Session of the Joint Maritime Commission held in November-December 1972.

The relevant reports prepared by the International Labour Office for submission to the Commission were based on information received from the governments of 50 member States in response to a questionnaire. After consideration of the reports, the Commission adopted a resolution¹ requesting the Governing Body to include the question of the revision of Convention No. 91 in the light of the provisions of Convention No. 132 in the agendas of the next Preparatory Technical Maritime Conference and Maritime Session of the Conference. The resolution also requested that the reports for the Conferences should take account of the information placed before the Joint Maritime Commission, particularly advances made regarding seafarers' holidays with pay in a number of countries since the adoption of Convention No. 91 in 1949, and of developments in the maritime industry, and should contain draft proposals with a view to revising Convention No. 91 taking into account the discussions at the 21st Session of the Joint Maritime Commission.

At its 189th Session (February-March 1973), when considering the agenda of the Preparatory Technical Maritime Conference, the Governing Body took account of the request of the Joint Maritime Commission and decided that the question of the revision of the Paid Vacations (Seafarers) Convention (Revised), 1949 (No. 91) should constitute item 2 on the agenda of the Conference. The Office accordingly requested the governments of member States to provide information on any developments which had occurred in their countries subsequent to the situation described in their replies to the questionnaire referred to above, or to send such replies if this had not already been done. The present report thus reproduces the substance of the information submitted to the Joint Maritime Commission in 1972, modified to take account of more recent developments.

Chapter I of the present report outlines previous international action on this question, while summaries of the replies to the 20 points of the questionnaire and later information received from the following governments appear in Chapter II: Argentina, Australia, Bangladesh, Barbados, Belgium, Brazil, Canada, Colombia, Costa Rica, Cyprus, Czechoslovakia, Denmark, Dominican Republic, Ethiopia, Finland, France, German Democratic Republic, Federal Republic of Germany, Ghana, Greece, Guatemala, India, Italy, Ivory Coast, Jamaica, Japan, Kenya, Liberia, Madagascar, Malta, Mauritius, Morocco, Netherlands, Nigeria, Norway, Panama, Peru, Philippines, Poland, Portugal, Singapore, Spain, Sri Lanka, Sweden, Switzerland, Syrian Arab Republic, Thailand, Trinidad and Tobago, Tunisia, Turkey, Ukrainian SSR, Union of Soviet Socialist Republics, United Kingdom, United States, Uruguay, Viet-Nam and Zambia. Of these, the Governments of Belgium, Canada, Finland, Federal Republic of Germany, India, Spain, Sweden and Switzerland stated that the shipowners' and seafarers' organisations had been consulted in the formulation of the replies. To the replies of the Federal Republic of Germany and the Netherlands were annexed joint comments by the shipowners' and seafarers' organisations of those countries. In the case of the reply of Brazil to the 1974 questionnaire, the reply consisted of information provided by the seafarers' trade union. In the case of Norway, the reply contained comments by the shipowners' association of that country and, in

¹ Reproduced as Annex I.

the case of Sweden, of comments of the Swedish trade union of seafarers. The reply (1974) of the United Kingdom consisted of information provided by the Confederation of British Industry and the Trades Union Congress, whereas the reply received in 1972 included information provided by those organisations and by the States of Guernsey as well. The Office wishes to express its appreciation of those governments which responded to the questionnaire and the subsequent request for updating the information.

Chapter III attempts to provide an analysis of the information contained in Chapter II in the light of the provisions of the Paid Vacations (Seafarers) Convention (Revised), 1949 (No. 91) and of the Holidays with Pay Convention (Revised), 1970 (No. 132), whereas Chapter IV contains proposed conclusions in the hope that these may assist the Conference in its consideration of the revision of Convention No. 91.

Annex I contains the text of the resolution on holidays with pay for seafarers adopted by the Joint Maritime Commission at its 21st Session. The substantive provisions of Conventions Nos. 91 and 132 appear in Annexes II and III.

CHAPTER I

HISTORICAL BACKGROUND

The Holidays with Pay (Sea) Convention, No. 54¹, was adopted by the 21st (Maritime) Session of the International Labour Conference in 1936, by 60 votes to 15. The minority included 13 Shipowners' delegates and 2 Government delegates (Japan); the majority included, in addition to 20 Seafarers' representatives, 35 Government delegates and 5 Shipowners' delegates. The Convention includes a provision that it will not come into force until after ratification by 5 member States of the ILO each of which has over 1 million grt of sea-going merchant shipping. Consequently, although the Convention was ratified by Belgium, Bulgaria, France, Mexico, United States and Uruguay, it did not come into force before being revised in 1946. It is no longer open to ratification as a result of the entry into force of the revising Convention (No. 91) and, in the case of Belgium and France, the ratifications registered in respect of Convention No. 34 were denounced at the time they ratified the revising Convention.

This question came before the 13th Session of the Joint Maritime Commission (London, 1945), and before the Maritime Preparatory Technical Conference held in Copenhagen later in that year. The report prepared by the Office for the latter meeting contained the information on leave conditions in various countries which had been submitted by the Office to the JMC, and the proposals, including the preliminary texts of two international instruments, submitted by the Office to the Copenhagen Conference.²

The report prepared by the Office for consideration of the question by the 28th (Maritime) Session of the International Labour Conference (Seattle, 1946) reproduced the text of Convention No. 34 and the preliminary texts of the two international instruments submitted by the Office to the Copenhagen Conference, the report of the Committee on Leave at that Conference, the discussion on that report in the plenary sitting, and a proposed text of a draft Convention on this subject. The Office considered that in effect what was proposed at Copenhagen was a revision of the 1936 Convention, and it was therefore in that form that the question was submitted to the Seattle Conference.

Convention No. 72³ was adopted by the Seattle Conference by 78 votes to 16, with 4 abstentions. The 16 votes against were cast by Shipowners' delegates. The report of the Committee on Holidays with Pay for Seafarers, and that portion of the Conference Record concerning discussion of this report in the plenary sitting of the Seattle Conference, are reproduced in Annex IV.

While Convention No. 72 has been ratified by only 5 member States, this is no doubt due to the fact that it was revised only 3 years after its original adoption. The revising Convention (No. 91)⁴ has received the following ratifications: Algeria, Belgium, Brazil, Cuba, Finland, France, Iceland, Israel, Italy, Mauritania, Netherlands, Norway, Poland, Portugal, Spain, Tunisia and Yugoslavia. The second revision of the original Convention adopted in 1936 took place at a regular Session of the International Labour Conference in 1949, as a result of the following events. In December 1947 the Joint Maritime Commission, at its 14th Session, had before it a report by the Office on the

¹ The substantive provisions of this Convention are reproduced in Annex II.

² ILO: Leave, Report II, Maritime Preparatory Technical Conference, Copenhagen, 1945.

³ The substantive provisions of this Convention are reproduced in Annex III.

⁴ The substantive provisions of this Convention are reproduced in Annex V.

progress and prospects of ratification of the Seattle Conventions. The Seafarers' representatives deplored the fact that, up to that time, only one ratification had been registered, whereas a resolution adopted by the Seattle Conference had urged prompt and simultaneous ratification of all the Conventions adopted by that Conference. The Shipowners' representatives felt that, in view of all the circumstances, the progress reported by a number of countries towards ratification was satisfactory, but they agreed that it was regrettable that several countries had up to then reported no action at all on the Conventions. The Commission finally unanimously adopted a resolution asking that governments be invited to report on the difficulties in the way of ratification of the Seattle Conventions, and that their replies be submitted to a tripartite meeting which would suggest what action could be taken to facilitate and hasten ratification.

In pursuance of this resolution, the Office requested governments to report to what extent effect had been given, or was proposed to be given, to the provisions of the Seattle Conventions and to state any difficulties which prevented or delayed ratification.

The meeting of the Tripartite Subcommittee of the Joint Maritime Commission to consider the replies of governments and to decide what action might be taken to facilitate or hasten ratification was held in Geneva from 29 November to 3 December 1948. In pursuance of a resolution adopted by a majority vote of the Subcommittee, the Governing Body decided to suspend the application of the article in its Standing Orders which governs the placing on the agenda of the Conference of proposals for revision of Conventions. This article provides that certain notice must be given before the question of revision is placed on the agenda. But in view of the very limited number of points involved in this instance and of the desirability of avoiding delays in ratification while revision was pending, the Governing Body agreed to place the question of the partial revision of four of the Seattle Conventions (including Convention No. 72) on the agenda of the 32nd Session of the Conference, instead of waiting until a special Maritime Session could be convened in accordance with the procedure generally followed for the consideration of questions affecting seafarers.

The report prepared by the Office for consideration of this question by the 32nd Session of the Conference in 1949 contained the following comments concerning the proposed revisions of the Paid Vacations (Seafarers) Convention:

Article 3, paragraphs 1-3: It may be recalled that at the Seattle Conference there was considerable discussion whether the continuous service on which the right to a holiday was to be based should be with the same undertaking or could be with several different companies. The Committee of the Conference decided to delete from the text the words "with the same undertaking", and the plenary sitting of the Conference rejected by 35 votes to 47 a proposal to restore them.

When the Subcommittee met, it had before it a proposal from the Netherlands Government to restore these words to the text in order to facilitate ratification. Certain government departments in the United States had also advised against ratification of the Convention on the grounds that service with the same company was normally required in that country. The amendment was not pressed, but in its final resolution the Subcommittee decided that the revision of this Article might be considered. The following draft text of paragraph 1 is therefore suggested: "Every person to whom this Convention applies shall be entitled after twelve months of continuous service with the same undertaking to an annual vacation holiday with pay, the duration of which shall be ... [as in the existing text]."

Presumably the words "with the same undertaking" should similarly be inserted after the words "continuous service" in paragraphs 2 and 3 of the Article. Proposed texts incorporating this change will therefore be found at the end of the chapter.

Article 5, paragraph 2: This again is a question which was debated at length at Seattle. The Convention as finally adopted provides that the remuneration payable to a seafarer during his holiday must include "a suitable subsistence allowance". In plenary sitting at Seattle, a motion to delete these words was lost by 19 votes to 62.

In their reports to the Office, the Governments of Australia and the Netherlands pointed out that it was not customary in their countries to pay such an allowance; the United States Maritime Commission stated that it was also contrary to United States practice.

When the Subcommittee met, a motion by the Netherlands Government that the deletion of the reference to a subsistence allowance would facilitate ratification was at first adopted by 40 votes to 38, and subsequently lost on a record vote by 38 to 49. At a later stage, however, the Subcommittee decided that this was a point on which revision might be contemplated. The following draft is therefore suggested for Article 5, paragraph 2:

The usual remuneration payable in virtue of the preceding paragraph shall be calculated in a manner which shall be prescribed by national laws or regulations or fixed by collective agreement.

When this question (along with those concerning the partial revision of three other Seattle Conventions) came before the 32nd (ordinary) Session of the International Labour Conference in 1949, it was referred for initial consideration to a committee set up for this purpose. An extract of the report of this committee concerning the proposed revision of Convention No. 72 follows:

Paid Vacations (Seafarers) Convention, 1946 (No. 72)

The Committee then proceeded to discuss Convention No. 72, on which new texts were proposed for Article 3 and for Article 5, paragraph 2. The text proposed by the Office was as follows:

Article 3

1. Every person to whom this Convention applies shall be entitled after twelve months of continuous service with the same undertaking to an annual vacation holiday with pay, the duration of which shall be -

- (a) in the case of masters, officers and radio officers or operators, not less than eighteen working days for each year of service;
- (b) in the case of other members of the crew, not less than twelve working days for each year of service.

2. A person with not less than six months of continuous service with the same undertaking shall on leaving such service be entitled in respect of each complete month of service to one and a half working days' leave in the case of a master, officer or radio officer or operator, and one working day's leave in the case of another member of the crew.

3. A person who is discharged through no fault of his own before he has completed six months of continuous service with the same undertaking shall on leaving such service be entitled in respect of each complete month of service to one and a half working days' leave in the case of a master, officer, or radio officer or operator, and one working day's leave in the case of another member of the crew.

Article 5

2. The usual remuneration payable in virtue of the preceding paragraph shall be calculated in a manner which shall be prescribed by national laws or regulations or fixed by collective agreement.

The purpose of the first amendment was to specify that the continuous service entitling a seafarer to a holiday with pay should be "with the same undertaking". It was proposed to insert these words in all three paragraphs of the Article.

The Finnish Government member stated that his Government had ratified Convention No. 72 on the basis of legislation which guaranteed to seafarers eighteen working days' holiday a year after twelve months' service and twenty-six working days a year after five years' service with the same undertaking.

Mr. Oldenbroek¹ pointed out that the Subcommittee of the Joint Maritime Commission in December 1948 had been unable to reach a decision on this point. The Workers' members felt that as very few countries objected to the existing text, and as there was no justification for the change, the Seattle text should remain unaltered. Adoption of the proposed new text would prevent ratification by countries which had a system under which the length of the holiday was increased after a certain number of years of service, whether with the same undertaking or not. The Belgian Workers' member, speaking for the Workers' members, added that it would be unfair to seafarers to accept the proposed text, which might prevent a seafarer who changed his ship for any of a number of valid reasons before completing six months' service from ever acquiring the right to a holiday. There was also the risk of a man losing his right through being discharged on disciplinary grounds which might eventually, after lengthy judicial proceedings, be proved to be unjustified. It was essential to remember that many countries had a system of pools, under which a seafarer might be transferred from one ship to another. The question should therefore be regarded from the point of view of the industry as a whole. The Workers' member from Panama referred to the advanced legislation of his country on this point and urged the Committee to retain the Seattle text. In reply to a question by the Indian Government member, the Chairman stated that according to the French text, the words "with the same undertaking" means "with the same employer".

The United Kingdom Employers' member, speaking for the Employers' members, stated that they had originally proposed at Seattle the text now before the Committee, and they would therefore support it. He urged governments to take their responsibilities seriously and not abstain from voting.

On behalf of the Scandinavian Government members, the Danish Government member stated that this point was one of principle and of great importance to them. In view of the progress made in Scandinavia it would be a backward step to approve the proposed text, and the Scandinavian Government members therefore wished to retain the original text.

On a record vote being taken on paragraph 1 of the proposed new text, it was rejected by 23 votes to 30, with 3 abstentions. The voting was as follows:

For the new text:

5 Government members: Belgium, Canada, Netherlands, Portugal, United States	5
9 Employers' members	18
Total	23

Against the new text:

10 Government members: Argentina, Denmark, Finland, France, India, Norway, Pakistan, Panama, Sweden, Turkey	10
10 Workers' members	20
Total	30

¹ General Secretary of the ITF and spokesman for the Workers.

Abstentions:

1 Government member: United Kingdom	1
1 Employers' member (India)	2
Total	<u>3</u>

In connection with this Article, the Indian Government member stated that in his view the words "discharged through no fault of his own" meant that the only cases which were not covered by paragraph 3 were those where a man deserted or inflicted an injury on himself. Apart from these cases, the effect of the amendment would simply be that a seafarer would not be able to count as continuous employment any period of unemployment not exceeding six weeks. The representative of the Secretary-General, having been asked for an opinion, pointed out that the Office had no authority to interpret the terms of a Convention. Subject to that reservation, he agreed in general with the views of the Indian Government member. He understood that the reference was particularly to the case of Indian seafarers who were signed off after a voyage of less than six months and could not obtain fresh employment for some considerable time. In his view, these seafarers would be covered by paragraph 3. The term "discharged" seemed to indicate dismissal by the action of the employer. The United Kingdom Employers' member pointed out that an opinion expressed by the Office on such a question of interpretation had no validity whatsoever.

The Committee then proceeded to discuss the proposed new text of Article 5, paragraph 2, which involved omitting reference to subsistence allowance from the remuneration to be paid to seafarers during their annual holiday. The United States Government member supported the new text, and the Netherlands Government member emphasised the point that it would facilitate ratification. The Argentine Government member and the United Kingdom Workers' member, speaking for the Workers' members, supported the original Seattle text, which took account of the fact that board and lodging formed an integral part of a seafarer's remuneration.

On a record vote, the proposed new text was rejected by 26 votes to 26, with 4 abstentions and 4 absentees. The details of the voting were:

For the new text:

6 Government members: Belgium, Canada, Netherlands, Portugal, United Kingdom, United States	6
10 Employers' members	20
Total	<u>26</u>

Against the new text:

6 Government members: Argentina, Denmark, Finland, France, Norway, Panama	6
10 Workers' members	20
Total	<u>26</u>

Abstentions:

4 Government members: India, Pakistan, Sweden, Turkey	4
Total	<u>4</u>

The Workers' members then submitted a new alternative text to replace the Seattle text of Article 5, paragraph 2. This new text read as follows:

2. The usual remuneration payable in virtue of the preceding paragraph, which may include a suitable subsistence allowance, shall be calculated in a manner which shall be prescribed by national laws or regulations or fixed by collective agreement.

This text was adopted by 44 votes (10 Government members, 10 Employers' members and 7 Workers' members) to 4 (2 Government members and 1 Workers' member) with 9 abstentions (5 Government members and 2 Workers' members).

When this report was presented to the plenary sitting, there was no discussion of the proposed amendment to Convention No. 72. On a final record vote, the revised Convention (No. 91) was adopted by 85 votes to 20, with 31 abstentions.

Subsequent developments primarily concerned the international standards on holidays with pay applicable to land workers, but also involved, as regards mainly procedural aspects at certain stages, seafarers as well. These may be summarised as follows:

The International Labour Conference, at its 45th (1961) Session, adopted a resolution concerning holidays with pay in which it invited "the Governing Body of the International Labour Office to consider the desirability of placing the question of revision of the Annual Holidays with Pay Convention, 1936, as an item on the agenda of an early session of the Conference, with a view, inter alia, to bringing the provisions of the Convention at least into conformity with those of the Holidays with Pay Recommendation, 1954, taking into account the need for longer periods of holidays with pay, for reasons of protecting the health of workers, and as a result of improvements in technology and increases of productivity".

In furtherance of this resolution the Governing Body, at its 150th (November 1961) Session, called for reports under article 19 of the Constitution of the ILO on the Holidays with Pay Convention, 1936 (No. 52), the Holidays with Pay Recommendation, 1936 (No. 47), the Holidays with Pay (Agriculture) Convention, 1952 (No. 101), and the Holidays with Pay Recommendation, 1954 (No. 98). The express purpose of the Governing Body's decision was to "enable the Committee of Experts on the Application of Conventions and Recommendations to prepare a comprehensive survey covering the situation both in ratifying and non-ratifying countries, which would provide full and specific data on the basis of which the question of revision might be considered".

Such a survey was prepared by the Committee of Experts and included in its report to the 48th (1964) Session of the Conference. At that session the Conference Committee on the Application of Conventions and Recommendations examined the survey and noted, in a report eventually adopted by the Conference, that Convention No. 52 had been "overtaken by time and changing conditions and could no longer be considered as an up-to-date standard-setting instrument adapted to modern conditions". The Conference Committee, too, expressed the hope that the question of revising Convention No. 52 "would soon be placed on the agenda of the Conference and that the new Convention would reflect the growing importance of annual holidays, having regard to the increasing mechanisation in most sectors of activity and to technical developments".

The Governing Body, at its 170th (November 1967) Session, decided to place an item entitled "holidays with pay" on the agenda of the 53rd (1969) Session of the International Labour Conference.

In accordance with article 39 of the Standing Orders of the Conference concerning the preparatory stages of the double-discussion procedure, the Office compiled a preliminary report¹ on law and practice in member countries. The report included a questionnaire and was communicated to the governments of the States Members of the ILO. In accordance with the Standing Orders, a

¹ ILO: Holidays with Pay, Report VI(1), International Labour Conference, 53rd Session, Geneva, 1969.

second report¹ was then prepared which summarised the replies received from 77 governments. Question 3 of the questionnaire was phrased as follows:

3. Do you consider that the new Convention should apply to all employed persons, with the exception of seafarers and agricultural workers?

In addition, the Office report (VI(1)) pointed out that seafarers were excluded from the scope of Convention No. 52 and Recommendation No. 98. The Office summary (contained in report VI(2)) of the replies received to this question read as follows:

While the provision suggested in question 3 received substantial support, there was not a clear majority in favour of it.

Some 25 governments favoured wider scope, with rather more than half of them desiring no exclusions and the remainder favouring the exclusion of seafarers only. Moreover, two of the governments that replied in the affirmative to question 3 (Guatemala and Jamaica) made their approval conditional upon the adoption of new instruments or the revision of those at present covering seafarers and agricultural workers; the Government of France also suggested a separate Convention for these categories. The Government of Belgium favoured the inclusion of these categories but the exclusion of domestic workers, while the Government of the Philippines desired the exclusion of seafarers, domestic workers and homeworkers. The Government of Austria considered that the scope of Convention No. 52 should be retained and be extended to agricultural workers. The Government of Peru suggested that the possibility of excluding the two categories mentioned in question 3 should be left to the national legislation; the Government of Cyprus proposed that the Convention apply to all employed persons but that provision might have to be made for exemption on specified conditions. Of the governments opposed to any exclusions, that of Luxembourg proposed that agricultural, domestic and homeworkers be covered by special regulations, with the requirement that a minimum holiday be granted to them through legislation; the Government of Norway suggested including special provisions for seafarers and agricultural workers; and the Government of Sweden proposed that the new Convention should also revise the Conventions on holidays for agricultural workers and seafarers, provided that it prescribed a minimum holiday at least as long as the maximum period prescribed in the Conventions covering seafarers.

Other governments desired either a narrower scope or greater discretion for governments. Proposals for the exclusion of additional categories referred to: domestic workers (Brazil); homeworkers not working for hire or reward and persons remunerated wholly by a share in profits (New Zealand); casual workers (Sierra Leone; this Government also favoured the adoption of separate instruments for seafarers and agricultural workers); and homeworkers (United Kingdom). The Government of Malta, in its reply to question 3, also stated that the Convention could not apply to such workers as those on piece rates. The Government of the Congo (Kinshasa) was of the opinion that the new Convention should apply to workers in industry but that the Conference should also consider adopting other instruments for seafarers and agricultural workers. Two Governments (Ethiopia and Uganda) stated that this matter should be left to each State to decide, and three (India, Ivory Coast and Pakistan) that the new Convention should apply to workers covered by the relevant national laws or regulations. The Government of the Central African Republic replied in the affirmative to question 3 but with the qualification that it should be for national legislation to determine the categories to be excluded.

In addition, point 3 of the Proposed Conclusions continued to provide that:
"3. The Convention should cover all employed persons with the exception of seafarers and agricultural workers."

¹ ILO: Holidays with Pay, Report VI(2), International Labour Conference, 53rd Session, Geneva, 1969.

The report of the Committee set up by the Conference at its 53rd Session (Geneva, 1969) to deal with this question contains the following comment regarding this point:

Point 3

23. The Workers' members submitted an amendment to delete from the Office text the words "with the exception of seafarers and agricultural workers".

24. They considered that the scope of the new Convention should be as wide as possible and that there was no reason to exclude from it either seafarers or agricultural workers. They were supported by the Government members of the Federal Republic of Germany and the USSR.

25. The Employers' members opposed the amendment on the grounds, first, that many countries had special regulations for these categories, and, second, the separate Conventions covering them already existed. The amendment was also opposed by the Netherlands Government member, who pointed out that the Convention would contain not only basic standards but also details that might not be applicable to these special categories, and by the United States Government member, who considered the exclusion of seafarers and agricultural workers appropriate since the Paid Vacations (Seafarers) Convention (Revised), 1949 (No. 91) and the Holidays with Pay (Agriculture) Convention, 1952 (No. 101) dealt with holidays for those categories.

26. After some further discussion the amendment was put to a vote and was adopted by 31,478 votes in favour, 16,275 against, with 1,268 abstentions.

27. In view of its adoption an amendment submitted by the United Kingdom Government member to add "homeworkers" to the exclusions proposed by the Office was withdrawn. Previously, another amendment, submitted by the Government member of Cameroon, which would have excluded only seafarers while suggesting that national laws or regulations make special arrangements for them, had also been withdrawn.

28. A further amendment to Point 3, submitted by the Government member of Austria, would have replaced the term "employed persons" by the term "workers", which, according to the author of the amendment, had been used in previous instruments and was more precise. Other speakers pointed out, however, that such a change in the English and French versions might be interpreted as a change in substance. The representative of the Secretary-General stated that the problem appeared to concern the German text only; that there were no difficulties as regards the English and French texts, which alone were authentic; that the term used in the Office draft of these texts had also been used in the corresponding text of the Holidays with Pay Recommendation, 1954 (No. 98); and that in consequence it might be best to leave this matter to the Drafting Committee. After some further discussion it was so agreed.

29. Point 3 as amended was then put to a vote and was adopted by 20,556 votes in favour, 15,890 against, and 1,575 abstentions.

In addition, the report contains the following summary of a statement made to the Committee by the representative of the Secretary-General concerning the question of including seafarers within the scope of the proposed revised Convention:

Statement by the Representative of the
Secretary-General concerning Seafarers

143. The representative of the Secretary-General recalled that at an early sitting of the Committee a provision in the Office text excluding

seafarers from the proposed Convention had been deleted. That deletion posed certain problems, both technical and substantive.

144. The technical problems concerned the relationship of the proposed Convention with the existing Paid Vacations (Seafarers) Convention (Revised), 1949 (No. 91), which was in force and was reasonably well ratified. It was difficult for a member State to be bound by two somewhat different Conventions on the same subject. For this reason, international labour Conventions contained detailed provisions relating to the effects of revision, which provided, in particular, that ratification of the new Convention involved immediate denunciation of the old. In this case, however, the old Convention contained a number of safeguards specially adapted to the needs of seafarers; an example was the provision to the effect that a seafarer could not be compelled to take his holiday at a foreign port. It would clearly be unfortunate if such safeguards disappeared.

145. Furthermore, the Joint Maritime Commission had considered including the question of holidays with pay in the agenda of the Maritime Session of the Conference to be held next year. Its decision not to do so had been due in part to the fact that this was a subject affected by the changing pattern of maritime work as a result of the application of modern technology, and to the view that the time was not yet completely ripe for reflecting these changes in a new instrument. However, there did exist a resolution of the Commission calling for the old Convention to be revised at an early date.

In submitting the report of the Committee to the plenary, the Reporter stated, *inter alia*, that "the position of seafarers has to be re-examined carefully", and referred to the statement made by the representative of the Secretary-General cited above. The Vice-Chairman of the Employers' group of the Committee (Mr. Yoshimura) said that the Employers' members were opposed to the draft Conclusions in part because the exclusion of seafarers from the scope of the proposed Convention had been deleted by a vote of the majority of the Committee, in disregard of the fact that special conditions apply to them, plus the fact that they are already covered by their own special instrument; this would give rise to extraordinary problems. However, the Workers' adviser, United Kingdom (Mr. Littlewood) said: "I have not yet had an opportunity of talking to some, not many, people I know from the United Kingdom who represent seafarers. I know they are extremely touchy about anybody else handling their affairs, but I am satisfied that they will take the view that at the end of the day what we have to say in this Committee on reasonable holidays with pay for all workers shall, so far as possible, apply to seafarers as well."

The Conference adopted without objection the report of the Committee and, having noted the reservations made during the general discussion and in particular the objections of the Employers' members, the Proposed Conclusions. It also adopted a resolution placing the item on the agenda of the 54th Session of the Conference for a second discussion. By virtue of this resolution, and in accordance with article 39, paragraph 6, of the Standing Orders of the Conference, the Office prepared, in the light of the first discussion by the Conference, the text of a proposed Convention and communicated it to governments¹, asking them to state whether they had amendments to suggest or comments to make. The Office made the following comments in regard to Article 2, paragraph 1, of the proposed text of the Convention:

This paragraph corresponds to Point 3 of the Proposed Conclusions.

As a result of the Conference Committee's decision to delete the phrase "excluding agricultural workers and seafarers", the proposed Convention would apply to all employed persons (meaning, of course, persons employed by an employer and not those who are self-employed). This decision raises several problems with regard to which the Office considers it necessary to ask governments for further guidance.

¹ ILO: Holidays with Pay, Report IV(1), International Labour Conference, 54th Session, Geneva, 1970.

Agricultural workers are at present covered by a separate instrument: the Holidays with Pay (Agriculture) Convention, 1952 (No. 101). This Convention, which has received over thirty ratifications, lays down the principle that agricultural workers should receive annual holidays and establishes guidelines on how that principle should be applied, but it leaves wide discretion to governments regarding the minimum length of the holiday as well as other matters. The new Convention, on the other hand, is likely to impose a number of precise obligations, possibly including an obligation to grant a minimum holiday of three working weeks. In view of the special conditions of agricultural work and of the difficulties of application and enforcement that might arise, particularly in developing countries, the inclusion of agricultural workers within the scope of the new Convention might prove a serious obstacle to ratification and thus substantially reduce the effectiveness of the new instrument.

The problems raised by the decision to include seafarers within the scope of the new Convention are rather different but perhaps more serious. The existing Paid Vacations (Seafarers) Convention (Revised), 1949 (No. 91), which has been ratified by a certain number of countries, contains detailed prescriptions on the most important aspects of annual holidays, including the minimum length of the holiday. As the representative of the Secretary-General pointed out to the Conference Committee, it is difficult for a member State to be bound by two Conventions on the same subject and covering the same persons but imposing somewhat different obligations. For this reason, Conventions generally contain detailed provisions relating to the effects of revision and among these standard provisions is one to the effect that ratification of the new Convention involves immediate denunciation of the old. Convention No. 91, however, contains not only basic standards on annual holidays but also a number of safeguards specially adapted to the needs of seafarers. The example given by the representative of the Secretary-General was the provision that a seafarer could not be required to take his holiday in a foreign port. As the representative of the Secretary-General emphasised, it would clearly be unfortunate if such safeguards disappeared.

This is not to say that Convention No. 91 needs no re-examination. On the contrary, the Joint Maritime Commission adopted, in 1961, a resolution calling for its revision and, in 1967, considered placing holidays with pay on the agenda of the Maritime Session of the Conference to be held next year. Its decision not to do so was due, at least in part, to the fact that this was a subject affected by changes in the pattern of maritime work resulting from technological progress and to the view that the time was not yet ripe for reflecting these changes in a new instrument that would fully respond to the special needs of seafarers under modern conditions.

With these considerations in view, the Office has found it necessary to raise once again the question of including seafarers in the proposed Convention now under discussion and to ask governments for guidance on the line of action to be taken.

In the light of the above commentary and of the replies of governments, the revised text of Article 2, paragraph 1, of the proposed Convention submitted to the 54th Session of the Conference read as follows:

1. This Convention applies to all employed persons, with the exception of seafarers and agricultural workers.

In accordance with standard procedure, the Office prepared a second report¹, the first part of which was drawn up on the basis of the replies from the governments, either of a general nature or relating directly to the provisions of the text submitted to them in Report IV(1); it also contained commentaries on those observations. The Office commentary in respect of Article 2, paragraph 1, was as follows:

¹ ILO: Holidays with Pay, Report IV(2), International Labour Conference, 54th Session, Geneva, 1970.

From the discussion at the 1969 Session of the Conference and the observations given above, it is clear that the determination of the scope of the new Convention presents a number of problems.

The difficulties that would be created by the inclusion of seafarers - technical difficulties relating to the status of Convention No. 91 and substantive difficulties relating to the particular circumstances of maritime work, the rapid technological change affecting it and the need for special safeguards to give effective protection to seafarers - were examined at some length in Report IV(1). As the observations given above indicate, the misgivings expressed in that report are shared by a number of governments, and in particular those of most of the major maritime nations. Several governments indicated that the seafarers' as well as the shipowners' organisations in their countries were opposed to the inclusion of seafarers, and the Office received directly from the International Transport Workers' Federation and the International Shipping Federation Ltd., a letter supporting the views set out in the report and, in addition, stressing the importance of using the special machinery established in the ILO to deal with maritime questions. Even one Government that favours the inclusion of seafarers - that of Sweden - acknowledges in its observations on Articles 10 and 15 that special provisions are necessary to meet their special needs.

Given all these circumstances, the Office considers it advisable to propose again that seafarers be excluded from the new Convention. In recognition, however, of the importance of ensuring that any improvements in holiday standards for other workers should be reflected in the standards applicable to seafarers, it has prepared for consideration by the Conference a resolution requesting the Governing Body to invite the Joint Maritime Commission to re-examine Convention No. 91 in the light of the new Convention. It also requests the Governing Body to communicate the resolution to the Maritime Session of the Conference that will be held in October 1970.

In the general discussion which took place in the Committee set up to consider this question by the 54th Session of the Conference, the spokesman of the Workers' members stated that the Workers would probably accept, although with some reluctance, the proposal in respect of excluding seafarers from the scope of the Convention, partly because of the technical explanations offered by the Office but mainly because seafarers tended to be well organised and capable of defending their own interests. There was no opposition to this course of action, and the text of the Convention¹ adopted by the Committee, and subsequently by the Conference, contains the following provisions:

"Article 2

"1. This Convention applies to all employed persons, with the exception of seafarers."

The Committee and the Conference as a whole also adopted without opposition the following resolution:

Resolution concerning Holidays with Pay for Seafarers

The General Conference of the International Labour Organisation,

¹ The substantive provisions of Convention No. 132 are reproduced in Annex VI.

Considering that the enjoyment of annual holidays with pay for seafarers gives rise to particular problems and calls for special safeguards, and that it is accordingly not appropriate to deal with the question in the framework of a general Convention on holidays with pay,

Considering, however, that improvements in the standards relating to holidays with pay for workers in other occupations should be reflected also in standards applicable to seafarers,

Considering, moreover, that the General Conference has approved a new Convention concerning Annual Holidays with Pay (Revised), 1970, which has the object of improving general standards on holidays with pay granted in other economic areas;

Requests the Governing Body of the International Labour Office -

- (a) to invite the Joint Maritime Commission to consider at an early session the provisions of the Paid Vacations (Seafarers) Convention (Revised), 1949, in the light of the relevant conclusions of the 54th Session of the International Labour Conference;
- (b) to communicate this resolution to the 55th (Maritime) Session of the International Labour Conference for its information.

This resolution was adopted unanimously by the plenary sitting of the Conference. On a final record vote, the new Convention (No. 132) was adopted by the Conference by 213 votes to 62, with 62 abstentions. It covers all workers, including agricultural workers, except seafarers.

The 55th (Maritime) Session of the Conference, held in October 1970, considered this question on the basis of the resolution adopted by the 54th Session reproduced above, and on the basis of the following resolution submitted by Mr. Wiemers, Workers' delegate, Federal Republic of Germany:

The General Conference of the International Labour Organisation,

Recalling the resolution concerning holidays with pay for seafarers adopted at its 54th Session;

Requests the Governing Body of the International Labour Office to convene an early session of the Joint Maritime Commission for the purpose of considering the revision of the Paid Vacations (Seafarers) Convention (Revised), 1949 (No. 91), in the light of the Holidays with Pay Convention (Revised), 1970 (No. 132).

An extract of the report of the Resolutions Committee concerning its consideration of this resolution, which it placed second in order of priority, is given below.

Resolution concerning Holidays with Pay

23. The Workers' member of the Federal Republic of Germany, introducing the resolution on behalf of its sponsor, stressed the urgency of the question of holidays with pay for seafarers, especially in view of the action taken by the International Labour Conference at its 54th Session. The purpose of the resolution was to enable the Joint Maritime Commission to examine the need for revising the relevant Convention at an early session.

24. The Workers' Vice-Chairman expressed the deep concern of the Workers' members at the lag in the standards established in international labour instruments applying to seafarers on the question of holidays with pay, as compared with those laid down for workers generally in the Holidays with Pay Convention (Revised), 1970 (No. 132), adopted by the International Labour Conference at its 54th Session in June this year. He recalled that the Conference had also adopted, at that same session, a resolution requesting the Joint Maritime Commission to consider the provisions of the Paid Vacations (Seafarers) Convention (Revised), 1949, at an early session, in

the light of the relevant conclusions of the 54th Session of the International Labour Conference. The importance of this question had, in fact, been underlined by a resolution adopted by the Joint Maritime Commission in 1961 asking that holidays with pay be included in the agenda of the present Maritime Session of the Conference.

25. Speakers from among both the Employers' and Workers' members opposed the view, which had been put forward at the Conference in June, that the standards adopted for workers generally could also be made applicable to seafarers. They referred to the historical mandate, dating from 1920, which allowed for separate treatment of seafarers in international labour instruments, and they reaffirmed the special conditions of seafaring life and work which made it appropriate to apply the same standards to maritime workers as to those employed on land. They therefore agreed on the procedure outlined in the proposed resolution for the consideration of this question.

26. The Workers' members of the United Kingdom and Belgium stressed the urgency of raising the standards applying to seafarers to a level at least equivalent to the general standards for land workers, especially in view of the fact that in quite a few countries the norms established in international instruments had been exceeded in practice. The Workers' member of Israel expressed the view that the ILO should act as a pace-setter and not merely register the existing minimum standards.

27. Several speakers, including the Workers' members of Israel and France, referred to the difficulty of recruitment of young seafarers, which they believed was due in part to the inferior conditions in the industry as regards holidays with pay. The progress in this respect among land workers, many of whom now enjoyed two days off per week and a number of holidays per year in addition to several weeks' annual leave, had not been achieved by seafarers generally. The Workers' member of the United States also pointed out that the technical revolution in shipping had resulted in longer voyages with fewer calls in ports, which were, moreover, frequently situated at greater distances from the cities because of the increased size of ships. These conditions made it necessary to ensure longer holidays and rest periods for seafarers, in order that they might recover from the tension of their work and spend some time with their families.

28. The Workers' member of France expressed the view that provision must be made to ensure that seafarers actually took the annual holidays to which they were entitled. It was important to avoid abusive practices whereby seafarers accepted cash payment in lieu of time off. The Employers' member of the United Kingdom pointed out that in many instances seafarers, as a matter of convenience and choice, had agreed with employers to accept cash in lieu of leave; however, the Workers' members of Sweden and Belgium and the Government member of the Ukraine stressed that such practices, even if preferred, were not necessarily justifiable, and that holidays with pay were now a universally recognised human right which should be guaranteed to all workers.

29. The Government member of the United Kingdom submitted an amendment proposing to replace, in the operative paragraph of the resolution, the words "to convene an early session of the Joint Maritime Commission for the purpose of considering" by the words "to ask the Joint Maritime Commission to consider at an appropriate meeting". This amendment was subamended, on the proposal of the Employers' members, so that the word "appropriate" was replaced by the word "early", in order to take account of the desire of the Workers' members to emphasise the urgency of placing this matter before the Joint Maritime Commission. This amendment, as subamended, was adopted by the Committee.

30. The Government member of Argentina drew attention to recent legislation adopted in his country which had the effect of providing from two to four weeks' annual paid leave to seafarers.

31. The resolution, as thus amended, was unanimously adopted by the Committee;

The text of the resolution adopted by the Committee and the Conference is as follows:

Resolution concerning Holidays with Pay

The General Conference of the International Labour Organisation,

Recalling the resolution concerning holidays with pay for seafarers adopted at its 54th Session;

Requests the Governing Body of the International Labour Office to ask the Joint Maritime Commission to consider at an early meeting the revision of the Paid Vacations (Seafarers) Convention (Revised), 1949 (No. 91), in the light of the Holidays with Pay Convention (Revised), 1970 (No. 132).

When the report of the Resolutions Committee came before the plenary sitting, specific references to this resolution were few in number. Mr. Reynolds (Employers' delegate, United States; Vice-Chairman of the Committee) said, *inter alia*: "Take the subject of holidays with pay. It will be recalled that last June the International Labour Conference adopted the Convention concerning Annual Holidays with Pay (Revised 1970) for all employed persons except seafarers. Certainly it was important that we should take the initiative of having that Convention referred to the Joint Maritime Commission for appropriate adaptation to our industry. This was approved."

Mr. Begg (Workers' adviser, United Kingdom; Vice-Chairman of the Committee) said: "It is of fundamental importance that seafarers do not lag behind other workers in this respect." Mr. Pozharsky (Government delegate, USSR) said: "As regards the resolution concerning holidays with pay, in the operative part it is proposed that the Joint Maritime Commission should consider at an early meeting the revision of Conventions Nos. 91 and 132. This is certainly a timely directive, and we support this."

The report of the Committee, including all the resolutions adopted by it, including that concerning holidays with pay for seafarers, was adopted unanimously by the Conference.

As is mentioned in the Introduction to this report, this question, including the resolutions referred to above, came before the Joint Maritime Commission at its 21st Session in 1972. For its consideration of this subject, the Commission had before it a report prepared by the Office (upon which the present report is based) which also contained a comprehensive survey and analysis of law and practice in respect of holidays with pay for seafarers drawn up on the basis of replies to a questionnaire dispatched to all States Members of the ILO.

During the discussion of this question, the Seafarers' group drew attention to the fact that the Commission had been invited by both the 54th and 55th (Maritime) Sessions of the International Labour Conference to consider the question of the revision of the Paid Vacations (Seafarers) Convention (Revised) 1949, No. 91, which the Seafarers had requested at the last session of the Commission in 1967. Revision of Convention No. 91 appeared to them even more justified in 1972, since the Convention concerning Annual Holidays with Pay (Revised) (No. 132) covering all employed persons other than seafarers, adopted by the International Labour Conference in 1970, provided for conditions superior in certain respects to those contained in Convention No. 91. They pointed out that seafarers had been excluded from Convention No. 132 owing to special conditions of employment in the shipping industry, and that seafarers' basic holiday entitlement should not be less than that provided for shore workers by Convention No. 132, and perhaps even greater. They added that seafarers did not enjoy the advantages of a 40-hour working week at their workplace, as did other workers, and the nature of modern merchant ship operations had increased the human stresses of the sea-going occupation; while in some cases increasing the unemployment periods of seafarers, for others it had reduced the time which they were able to spend with their families. They believed it was essential that the leave entitlements of seafarers be increased as a means of encouraging entry into the sea-going profession and also to promote the efficiency and safety of work on board ship.

The Seafarers' members preferred that seafarers' holidays be the subject of a Convention, and emphasised that any revision of Convention No. 91 should differentiate clearly between annual leave and compensatory leave and that account also had to be taken of the frequency with which holidays could be granted to crews of modern ships. A qualifying period of six months' sea service was no longer practical.

The Seafarers embodied their views in a draft resolution requesting the Governing Body of the ILO to include the question of the revision of Convention No. 91 in the light of the Holidays with Pay Convention (Revised), 1970 (No. 132) in the agendas of the next Preparatory Technical Maritime Conference and the Maritime Session of the International Labour Conference. The draft resolution also requested that the reports prepared by the Office for submission to these Conferences take into account the information contained in the report on this question submitted to the 21st Session of the Commission, particularly advances made nationally regarding seafarers' holidays since 1949 and technological developments in the shipping industry, and that the Office prepare a revised text of Convention No. 91 based on the discussions of the Commission.

The Shipowners' members, while fully recognising the special importance to seafarers of paid annual holidays, emphasised the greater frequency with which seafarers were taking leave. The very high standards of living conditions and amenities aboard modern merchant vessels were often superior to those laid down by the Accommodation of Crews (Supplementary Provisions) Convention, 1970. While not disputing that what was under consideration was annual leave, they also pointed out that periods spent at home by seafarers did in fact also include leave granted in respect of other factors of their employment.

The Shipowners' members submitted drafting amendments to the Seafarers' draft resolution to the effect that reports on holidays with pay for seafarers to be prepared by the Office for submission to the Preparatory and Maritime Session Conferences should take account of developments in the shipping industry generally, and that such reports include draft proposals with a view to revising Convention No. 91 taking into account the discussion of the present session of the Commission.

The Seafarers introduced a minor amendment to their resolution and, following the formulation of an agreed text, the draft resolution was unanimously adopted.¹

CHAPTER II

SUMMARY OF REPLIES TO THE QUESTIONNAIRE CONCERNING HOLIDAYS WITH PAY FOR SEAFARERS

1. Please describe any statutory provisions in respect of annual holidays with pay for seafarers existing in your country, and indicate whether such provisions apply to seafarers separately and specifically, or to workers in general including seafarers. Please include with your reply copies of these statutory provisions.

The replies received from 43 governments indicate the existence in their countries of statutory provisions in respect of annual holidays with pay for seafarers. Twenty of these indicate that such provisions apply to seafarers separately and specifically. These include the following: Argentina, Cyprus, Denmark, Ethiopia, Finland, France, Federal Republic of Germany, Ivory Coast, Liberia, Japan, Madagascar, Netherlands, Norway, Panama (deep-sea vessels), Portugal, Spain, Switzerland, Tunisia, Turkey and Viet-Nam. On the other hand, 23 governments indicate that the statutory provisions in their countries apply to workers in general, including seafarers. These include the following: Australia, Barbados, Belgium, Brazil, Canada, Colombia, Costa Rica, Czechoslovakia, Dominican Republic, German Democratic Republic, Ghana, Guatemala, Italy, Jamaica, Morocco, Peru, Philippines, Poland, Sweden, Thailand, Ukrainian SSR, the USSR and Uruguay. The following 11 governments state that no statutory provisions exist in their countries in respect of holidays with pay for seafarers and, in most cases, indicate that this question is regulated by the provisions of collective agreements concluded by the shipowners' and seafarers' organisations concerned: Bangladesh, Greece, India, Mauritius, Nigeria, Singapore, Syrian Arab Republic, Trinidad and Tobago, United Kingdom, United States and Zambia. In Malta, legislation of June 1973 empowers the Government to prescribe inter alia leave entitlement for Maltese vessels. Since the majority of Maltese seamen are engaged on foreign ships and those seamen on local vessels work under conditions agreed upon between the owners and the union, the need for officially prescribing holidays with pay for seafarers has not yet been felt.

2. Please describe the standards achieved in practice in your country concerning annual holidays with pay for seafarers and in particular with respect to:
 - (a) the method employed for giving effect to such standards (e.g. collective agreements, arbitration awards, court decisions, statutory wage-fixing machinery, or other means). Please include with your reply copies of these collective agreements, decisions, etc.

The replies received from the following 18 governments indicate that, while the basic legal requirements concerning the minimum holidays with pay for seafarers are laid down in their countries in the statutory provisions applying either to workers in general or to seafarers in particular, the provisions of collective agreements concluded between the shipowners' and seafarers' organisations in those countries contain detailed regulations concerning the procedures to be followed in granting such holidays, and indicate that in many cases such provisions provide for longer holidays and other more favourable conditions in respect of seafarers than those laid down in the legislation: Argentina, Brazil, Canada, Colombia, Finland, Federal Republic of Germany, German Democratic Republic, Ghana, Jamaica, Morocco, Norway, Peru, Philippines, Poland, Switzerland, Turkey, Ukrainian SSR and Viet-Nam. In Sweden, the Act on annual leave contains the basic provisions which are supplemented, in the case of the majority of seafarers (masters, mates, engine room and galley personnel), by collective agreements concluded between the seafarers' organisations and the Swedish Shipowners' Association. These agreements apply formally only to vessels of shipowners affiliated to the Swedish

Shipowners' Association, i.e. the majority of all Swedish ships of 500 grt. and more engaged in foreign trade. For smaller ships in foreign trade, the collective agreements concluded between the Swedish Shipowners' Association for Smaller Ships and the seafarers' organisations apply. In practice, the terms of these agreements are usually followed in the small number of ships owned by shipowners who are not affiliated to these associations. In the domestic trade, a variety of collective agreements apply, some of which contain provisions for longer leave for officers than those contained in the legislation.

The replies received from 23 governments indicate that the method employed in their countries for giving effect to the standards achieved concerning annual holidays with pay for seafarers is by the terms of collective agreements concluded between shipowners' and seafarers' organisations or other similar types of joint action or decision. Such is the case in Bangladesh, Belgium, Denmark, Ethiopia, France, Greece, Mauritius, Netherlands, Portugal, Singapore, Sri Lanka, United Kingdom, United States and Zambia. In Ghana, the provisions concerning annual holidays of ratings are contained in collective agreements, whereas those of officers are governed by the general service conditions. In India, the conditions of ratings are regulated by the memorandum of agreement in the (bipartite) National Maritime Board, whereas those of officers are governed by the terms of an agreement concluded between the Maritime Union of India and the Merchant Navy Officers' Association. In Italy, this matter is regulated in detail by the provisions of collective agreements and, in the case of officers serving on state-subsidised vessels, by the regulations of such undertakings. These matters are also regulated by the provisions of collective agreements in Japan and, in their absence, by the working regulations or contracts of engagement. In Kenya, in the case of officers, the amount of leave granted by a company is calculated in accordance with leave rates applicable in foreign companies, while for ratings that matter is governed by collective agreement. The conditions of seafarers in Malta and Trinidad and Tobago are regulated in accordance with the British Maritime Board rules, and those of Nigeria by the Nigerian Maritime Board Conditions of Service and by the terms of collective agreements entered into by the Nigerian Shipping Federation and the Nigerian Union of Seamen. In Spain also, the standards concerning seafarers' holidays with pay are given effect to by the provisions of collective agreements, and individual contracts often provide for longer holidays than the minimum provisions contained in the legislation or in collective agreements.

In Brazil, Cyprus, Czechoslovakia, Madagascar, Panama and Uruguay, effect is given to the standards concerning seafarers' annual holidays with pay by the provisions of the legislation. In Australia, these matters are given effect to in the awards of industrial tribunals or similar bodies and, above all, by the provisions of collective agreements. In Costa Rica, such questions are regulated by court decisions and by the intervention of officials of the labour administration. In Tunisia, in addition to the basic legislative provisions in force, the Tunisian Navigation Co. has adopted regulations concerning seafarers' holidays with pay.

- (b) The scope of the standards (e.g. by type and size of vessel or trade route in which engaged, or the position held by the seafarer concerned)

The following 15 governments state that in their countries the scope of the standards concerning this question are of a general nature applying to all seafarers without distinction as to the type and size of the vessel or trade route in which engaged, or the position held by the seafarer: Argentina, Australia (98 per cent of seafarers), Bangladesh, Brazil, Colombia, Costa Rica, Czechoslovakia, Denmark, Greece, Ivory Coast, Jamaica, Madagascar, Nigeria, Peru and Spain. Thirteen governments indicate that the standards in their countries vary according to the position held by the seafarer concerned. These are: Belgium, Cyprus, Ethiopia, Finland, Federal Republic of Germany, German Democratic Republic, Ghana, India, Mauritius, Portugal, United Kingdom, Viet-Nam and Zambia. In another three countries, the standards vary according to the size of the vessel concerned, or the trade route in which it is engaged, or both. These are: Japan, Sweden, and Turkey. In France, Italy, Morocco, Netherlands, Switzerland, Tunisia, Turkey, Ukrainian SSR and United States, holiday entitlement of seafarers depends upon both the position of the seafarer concerned and the trade route in which the vessel is engaged, or the type and size of vessel, and, in some cases, on the number of years of service. In the Netherlands, for instance, there are separate regulations for:

- officers serving on vessels of 500 grt. and over;
- deck and engine room ratings on vessels of 500 grt. and over;
- ratings of the catering department on vessels of 500 grt. and over;
- officers and ratings of the ocean-going tug boat service;
- officers and ratings in the short coasting trade.

In Canada, three factors govern the length of holiday entitlement of seafarers: (1) geographical location in which vessels operate (of 103 collective agreements, 34 involve operations on a seasonal basis in which the seafarer is compensated financially in lieu of holidays); (2) number of years' service; (3) consecutive seasons of employment.

In Norway, the scope of the standards is identical for the entire fleet. For some types of ships, however, namely supply ships and smaller ships engaged in the short sea trades, the benefits are included in a system giving the seamen longer hours of service on board ship and longer time at home.

In Poland, the amount of leave entitlement is based upon the number of years of employment and the level of education attained by the seafarer concerned. Those employed on tankers receive the maximum entitlement at all times.

In Uruguay, length of service in the same shipping company governs the length of holiday.

- (c) The minimum period of holiday time with pay granted for one year of service for different categories and grades of seafarers and type and size of vessels or the service in which vessels are engaged, including any special provisions pertaining to young seafarers.

It may be convenient to consider the replies of governments to this question within the following groupings which relate to their replies to question 2(b) above:

- (i) those countries in which the standards apply to all seafarers without distinction as to grade or to the size of the vessel or the trade in which it is engaged;
- (ii) those in which the standards vary according to the positions of the seafarers concerned;
- (iii) those in which the standards vary according to the trade route of the vessel;
- (iv) those in which leave entitlement depends upon the position of the seafarer and the trade route of the vessel or the type and size of the vessel combined; and
- (v) all others.

Table I below presents a resumé of information received from the governments of those countries in which the leave standards apply to all seafarers without distinction as to their grade, or the size of the vessel or the trade in which it is engaged. Table II indicates leave entitlements in those countries in which leave standards vary according to the position of the seafarer concerned, while Table III relates to those countries in which these standards vary according to the trade route of the vessel.

TABLE I

Country	Minimum leave entitlement after 1 year's service	Entitlement based on shorter qualifying time	Remarks
Argentina	Minimum of 12 consecutive days.		
Australia (98% of all seafarers)		22 weeks' leave after 30 weeks' employment; subsequently 1 period of employment.	Covers entitlement to annual leave, accumulated leave (Saturdays and Sundays at sea) and public holidays.
Bangladesh	22 days' leave for 1 year's service (including 4 public holidays).		
Barbados	2 weeks with less than 5 years' service; 3 weeks with more than 5 years' service.		
Brazil	20 to 7 working days for 12 months on articles, depending on length of time seafarers at disposal of shipowner.	Minimum holiday of 7 days to employees in service of an employer less than 200 but more than 150 days in 1 year.	
Colombia	15 working days.		
Costa Rica		2 weeks' leave after every 50 weeks of employment.	
Czechoslovakia	2 calendar weeks in each calendar year.		3 weeks' leave if employed for 5 years since reaching the age of 18, or if the person has not yet reached the age of 18, or is over 50 years of age; 4 weeks' leave if employed 15 years since reaching 18 years of age.
Denmark		2 days' leave for every month of employment.	

TABLE I (continued)

Country	Minimum leave entitlement after 1 year's service	Entitlement based on shorter qualifying time	Remarks
Greece	24 days.		
Ivory Coast		2 1/2 days' leave per month of service.	Excluding any public or religious holidays.
Madagascar		1 1/2 days' leave per month of employment.	
Nigeria		2 1/2 days' leave for each completed month on articles; for broken periods - 1 1/2 days' leave for each 6 days on articles.	Entitlement includes both annual leave and compensatory leave for Sundays spent at sea.
Peru	After 1 year of service with a minimum of 260 days' work (or 40 weeks' paid employment) entitled to 30 days' leave.		
Spain	30 calendar days.		Entitlement increased by 1 additional day for every 3 years' service with the same company.
Uruguay	20 days.		

TABLE II

Country	Annual leave entitlement		Remarks
	Officers	Ratings	
Belgium	Junior officers - 21 days. Senior officers - 24 days.	18 days.	
Cyprus	1 1/2 days per <u>month</u> of service.	1 day per <u>month</u> of service.	After completion of 1 year's continuous service on the same ship or on ships of the same shipowner.
Ethiopia	18 working days (as provided in the legislation).	12 working days (as provided in the Seamen's Regulations).	According to the provisions of collective agreements, masters and chief engineers are entitled to 64 days' leave per year, and other officers to 54 days' leave per year.
Federal Republic of Germany	15 working days' leave to age 35; 18 days from 35 years of age up.	The same provision.	Minimum entitlement as provided in the legislation.
	10 calendar days per <u>month</u> of service (see under Remarks).	9 calendar days per <u>month</u> of service (see under Remarks).	As provided in collective agreements: these global figures include Saturdays, Sundays and public holidays worked at sea. When service is carried out ashore, holiday entitlement amounts to 2 calendar days per month of service for crew members and 3 days per month of service for masters. According to years of service, this entitlement may be increased by 2 additional days per month.
German Democratic Republic	18 working days plus recuperation leave.	12 working days (as provided in the Seamen's Regulations).	Special provisions for young people include 21 to 24 working days' leave to be granted during a calendar year.

TABLE II (Continued)

Country	Annual leave entitlement		Remarks
	Officers	Ratings	
Ghana India	132 days. 104 days.	36 days. 36 days.	These entitlements include privilege leave, compensatory leave in lieu of weekends and public holidays, and additional hours worked.
Jamaica	23 days.	48 days.	
Kenya	108 days on ocean-going vessels. 28 days coastal trade, plus compensation leave for Sundays and public holidays worked at sea or in port.	28 days.	
Liberia	12 days base wages.	8 days base wages.	Every seaman shall be entitled to a minimum of 5 paid holidays per year.
Mauritius	Masters, chief officers (with master's certificate), chief engineer officers (with 1st class certificate): 115 days. Electrician officer (with T4 certificate, etc.): 105 days. Other deck and engineer officers: 95 days. Electrician officer and purser/ chief steward: 95 days.		
Panama	18 days.	12 days.	

TABLE II (Continued)

Country	Annual leave entitlement		Remarks
	Officers	Ratings	
Portugal	Minimum entitlement after 1 year of service: 24 consecutive days' leave for seafarers not exempt from the work schedule; 36 consecutive days' leave for seafarers exempt from the work schedule.		Seafarers serving on tankers: same minimum figures but for 9 months' service.
Sweden	<p><u>Legislation:</u> 4 weeks or 24 days.</p> <p><u>Collective agreement:</u> Master with 1 year's service in the same ship or in ships of the same shipowner: 35 days' leave (if over 40 years of age: 44 days' leave; chief engineer - (same conditions): 30 and 38; duty chief engineer - (same conditions): 30 and 38; chief mate and 1st engineer - 27 and 29; radio, catering officer (over 40 years of age): 27.</p>	<u>Legislation:</u> same as for officers.	If a master, mate, radio officer or member of the catering staff has not received a holiday for 2 years, in spite of a request to this effect, then he is entitled to 25% longer leave for the time ascribed to the second year of qualification and subsequent qualification time. According to a collective agreement of 1974, periods of service may only exceed 5 months if by mutual agreement in advance.
United Kingdom	23 days.	61 days.	Including an unidentifiable amount of compensation for weekends spent at sea.
Viet-Nam	<p><u>Legislation:</u> 2 days' holiday for each month on board.</p> <p><u>In practice:</u> number of days leave agreed between shipowners and seafarers: 5 days' leave for each month of service on board.</p>	<p><u>Legislation:</u> 15 days (or 1/2 day for every 12 days on board.</p> <p><u>In practice:</u> 2 days' leave for each month of service on board.</p>	
Zambia	Cadets: 84 days. Officers in general: 108 days. Officers holding master or 1st class certificate, and heads of department: an additional 20 days' leave per year.	28 days.	

TABLE III

Country	Variations in respect of trade of vessel
Japan	Seafarers employed on vessels navigating in partially smooth or smooth water area and among domestic ports exclusively: 12 days' leave. Seafarers employed on vessels other than the above: 25 days' leave.
Turkey	1 month's leave after 1 year of service. The provisions of some collective agreements provide for longer periods of leave. One such agreement provides for "leave at the end of a voyage", which varies in length depending upon zone and duration of the voyage, and is added to the provisions concerning leave in the legislation.

Seven governments state that, in their countries, seafarers' annual leave entitlement depends on the position of the seafarer and the vessel's trade route or type and size. Thus, while the relevant legislation in Finland provides that seafarers are entitled to a minimum holiday with pay of 18 working days after one year of service and a minimum holiday of 26 working days after five years of service, and that a seafarer employed for at least one month but less than one year must be paid compensation in lieu of holidays calculated at the rate of one-and-a-half days' pay per month of service, the collective agreements in force contain the following provisions:

Position on board	Foreign trade			Coastal and inland trade		
	<u>Years of service</u>			<u>Years of service</u>		
	<u>Days of leave after:</u>			<u>Days of leave after:</u>		
	<u>1 year</u>	<u>5 years</u>	<u>per month</u>	<u>1 year</u>	<u>5 years</u>	<u>per month</u>
Master or skipper	35	35	3			
Chief engineer	35	35	3	18	26	1.5
Other crew members	24	30	2	18	26	1.5

In France, the length of holiday entitlement of seafarers is expressed in calendar days. The total entitlement includes basic leave with pay plus compensatory leave for weekly rest days, public holidays, extra days' leave provided in collective agreements, and - for officers - days on port watch. As of 1 January 1974, seafarers' leave entitlements were the following for each month of service:

Officers: distant trade - 15 days; coastal trade - 14.5 days.

Ratings: 13 days (13.5 on long-distance oil tankers).

For one year of service these entitlements should be multiplied by 12.

In Italy, holidays vary according to the type of vessel (passenger or cargo) and according to the tonnage of the vessel. In general, basic holiday entitlement is 22 days for each year of service or pro rata.

The relevant legislation in Morocco provides that, after 12 months' continuous service, ratings are entitled to 21 days' leave (including at least 18 working days). This entitlement is increased by one-and-a-half working days for each

additional month of continuous service up to 31 December of the year in which the seafarer is serving on board ship (this entitlement is reduced by the amount of leave taken during that year). The entitlements in respect of officers are as follows: distant trade vessels - 11 1/2 days' leave per month of service on board; coastal trade vessels - 11 days' leave per month of service on board.

The following provisions apply to seafarers in the Netherlands:

Officers on ships of 500 gross tons or over

Length of continuous service with the same shipping company ↓ ↓ ↓ ↓ ↓	First mate, chief engineer, 2nd engineer, in wage group L	Other officers
	Number of working days per year*	
0- 5 years	28	22
5-10 "	29	23
10-15 "	30	24
15-20 "	31	25
20-25 "	32	26
25 years and over	33	27

* For part of a year, on a corresponding scale.

Ratings of deck and engine room on ships of 500 gross tons or over

Length of continuous service with the same shipping company	Number of working days per year*
0- 5 years	22
5-10 "	23
10-15 "	24
15-20 "	25
20-25 "	26
25 years and over	27

* For part of a year, on a corresponding scale.

Ratings of the catering department on ships of 500 gross tons or more

Length of continuous service with the same shipping company	Number of working days per year*
0- 5 years	22
5-10 "	23
10-15 "	24
15-20 "	25
20-25 "	26
25 years and over	27

* For part of a year, on a corresponding scale.

Officers and ratings in the ocean tug boat service

1. B- and C-class ships

Length of continuous service with the same shipping company	First mate, first engineer	Other crew members
	Number of working days per year*	
0- 5 years	28	22
5-10 "	29	23
10-15 "	30	24
15-20 "	31	25
20-25 "	32	26
25 years and over	33	27

* For part of a year, on a corresponding scale.

2. A-class ships

Length of continuous service with the same shipping company	First mate, first engineer	Other crew members
	Number of working days per year*	
0- 5 years	25	22
5-10 "	26	23
10-15 "	27	24
15-20 "	28	25
20-25 "	29	26
25 years and over	30	27

* For part of a year, on a corresponding scale.

Officers and ratings in the short coasting trade

A. Within the coastal shipping zone

Length of continuous service with the same shipping company	Number of working days per year*
0- 5 years	22
5-10 "	23
10-15 "	24
15-20 "	25
20-25 "	26
25 years and over	27

* For part of a year, on a corresponding scale.

B. Outside the coastal shipping zone

Length of continuous service with the same shipping company	First mate, chief engineer	Other crew members
	Number of working days per year*	
0- 5 years	28	22
5-10 "	29	23
10-15 "	30	24
15-20 "	31	25
20-25 "	32	26
25 years and over	33	27

* For part of a year, on a corresponding scale.

Under the legislative provisions in Norway, as in the case of workers in general, seafarers are entitled to 28 days' paid holiday per year. Under the collective agreements, masters serving in foreign-going trade vessels are entitled to 9 days' holiday and time off (2 1/3 days' holiday, 6 2/3 days' time off) for every month of service on board. The shipowner may, if necessary, lay down that absence or leave may not exceed a period of eight weeks, but masters thus affected are entitled to payment of the entire holiday compensation and board allowance. In coastal shipping, a master is entitled to 13 weeks' holiday per year or, on a specific route, to 12 weeks. Other seafarers are entitled, in addition to the regular 28 days' holiday, to 18 extra days per year, together with 46 days' time off. These additional holidays are seen as compensation for normal hours in the form of equivalent days off. The same applies to coastal shipping in oil and local trade. In addition, the collective agreements contain detailed provisions concerning how compensation for holidays is to be calculated. There are no special provisions for young seafarers.

In Switzerland, the legislation provides that deck, engineer and radio officers are entitled to 18 working days' holiday with pay after one year of service, and that other crew members are entitled to 12 working days. However, the collective agreements provide that officers engaged on vessels in the distant trades are entitled to an annual paid holiday of 28 calendar days, and other crew members to 21.

In Tunisia, legislation provides that seafarers engaged on merchant vessels in the distant and international coastal trades are entitled to an annual holiday of 18 days, whereas those engaged on merchant vessels in the coastal trades and on tugs receive 12 working days' leave. The personnel regulations of the Tunisian Navigation Co. provide for 24 days' leave for seafarers in the distant and international coastal trade, and for 18 days in respect of bosuns and other ratings.

In the Ukrainian SSR, wage and salary earners are entitled to not less than 15 working days' annual leave. Additional amounts of leave are granted over and above the basic period for reasons connected with the special working conditions of a given job. The following amounts of additional leave have been fixed for seafarers: 12 days for engine room personnel; 12 days for wireless operators and telegraphists on watch; 12 days for cooks, pastrycooks, bakers and galley staff; six days for laundry staff using washing machines; six days for cooks/bar tenders. Either six or 12 working days' additional leave is granted to persons not having a standard working day as compensation for the workload and their employment outside normal hours. Ratings working in the deck and engine room departments are granted three additional days of annual leave in respect of more than two years' continuous employment in the same undertaking. In view of the particularly arduous working conditions on board, crews of vessels sailing in polar waters away from their harbours for more than six months a year are entitled to one-and-a-half months' leave. For vessels sailing in polar waters for less than three months per year, the amount of ordinary basic leave is increased in proportion to the time spent at sea, five days' leave being granted for every month in employment in this way. Various periods of additional leave are granted in respect of employment under harmful conditions, but the total may not exceed 24 working days. However, the additional leave granted in respect of continuous employment in the polar trade may be taken with other periods of leave.

In the USSR, annual leave also amounts to not less than 15 working days subject to progressive increases, while for those under the age of 18, one calendar month of leave is granted per year. Since the law provides for additional leave to be granted to certain specified classes of workers - such as those employed in harmful conditions, those with long service in one undertaking, those without fixed working hours and those working in the Far North or in regions similarly classified - the duration of a seafarer's annual paid leave varies according to his conditions of work, post, type of ship, length of service and navigational region. The following table indicates these variations.

Post	Minimum leave	Annual leave (in working days) if employed -	
		in regions classified as similar to the Far North	in the Far North
Captain	24	36	42
Deck officer	24	36	42
Engineer	24	48	54
Bosun	24	36	42
Seaman on board dry cargo ship	15	27	33
Seaman on board tanker	18	30	36
Seaman on board tanker with over 2 years' service	21	33	39
Boilerman, stoker	24	36	42
Boilerman, stoker with over 2 years' service	27	39	45

In the United States, provisions for vacation leave and benefits differ under the respective labour-management contracts. The most widespread provisions call for the following accrual of vacation time and benefits for each 30 days' service on dry cargo vessels: masters - 16 1/2 days; other licensed deck officers - 12 days; licensed engineer and radio officers - 12 days; and unlicensed personnel (deck, engine, stewards) - 10 days. Where normal port liberty is seriously reduced, as in the case of fast turn-around ships (container ships, barge-carrying vessels, etc.) the agreements provide for four additional days of leave for each 30 days of such service for all crew members. The agreements concerning the Pacific District of the Seafarers' International Union provide the same benefits, but these are paid as supplemental wage benefits with no requirements that the seafarer take vacation time off ship without his consent. Vacation benefits under the SIU Atlantic and Gulf District Agreement are paid in a lump sum upon meeting the eligibility of 90 days worked in a 365-day period, with no requirements that vacation time be taken off ship other than at the seafarer's own discretion. The vacation payment is \$1,000 in the case of entry ratings, \$1,200 for middle ratings and \$1,400 for key ratings. Tanker agreements provide for ten to 15 days of vacation leave for unlicensed personnel and 15 days for licensed officers for each 30 days worked. The National Maritime Union agreement provides pay supplements to the monthly rate while the seafarer is on vacation. The present monthly supplements are 45 for entry ratings, 75 for A.B. and 105 for key ratings. Recent contract changes and/or shipping rules have set reduced consecutive work periods after which mandatory vacations off ships are to be taken. These periods are: masters, deck officers - 180 days' employment; radio officers - 180 days; engineering officers - 200; ratings - 210 days.

The replies received from three governments indicate that the arrangements applied in their countries concerning holidays with pay for seafarers do not correspond directly to any of the groupings set out above, and may therefore be considered separately. Thus in Canada, the legislation provides that every employee is entitled to a paid vacation of at least two weeks for every year of employment. Of 103 collective agreements examined by the Government in connection with the present study, 69 provide for holiday time with pay. The remaining 34 concern seafarers employed on a seasonal basis and make other provisions in lieu of holiday payments. In these 34 cases, one season of employment is regarded the same as one year of service, and employees are remunerated accordingly. In 26 of these, both officers and ratings receive a minimum of 14 days' pay at the end of the season and, in some cases, 16 days' pay. In the 29 agreements covering 10,000 seafarers providing for annual vacations with pay, there are no notable variations from the statutory provisions on this matter. About 95 per cent of the 6,400 seafarers surveyed who are given vacation pay instead of paid vacations are entitled to compensation calculated as a percentage of their gross annual earnings. The most common percentage cited for one season of service is 5 per cent, the minimum 4 per cent. The balance of the group (about 300 seafarers) are entitled to compensation computed in terms of a given number of days straight time pay. The typical provision stipulates that seafarers with one season of service receive the equivalent of 16 days' straight time pay in lieu of vacations with pay. The minimum number of days' pay afforded is ten.

One collective agreement concerning officers in the Philippines provides that, after one year of continuous and satisfactory service, such seafarers are entitled to three calendar weeks' vacation, plus three working days' "business leave". After 19 years' continuous and satisfactory service, they are entitled to four calendar weeks' holiday.

In Poland, the provisions concerning annual holidays with pay are as follows:

After 1 year of employment	14 working days
After 3 years of employment	18 working days
After 6 years of employment	26 working days
Persons employed on tankers	26 working days after one year of employment.

Therefore, after one year of service, the seafarer is entitled to:

- 14 working days without any schooling completed;
- 18 working days for persons who have completed three years' trade school;
- 26 working days for persons who have completed college or university education;
- 26 working days for all persons employed on tankers.

Four governments reported that special provisions have been adopted in their countries pertaining to annual holidays with pay in respect of young seafarers. Thus, in Colombia, workers under 18 years of age are not permitted to accept compensation in lieu of a holiday nor to accumulate holiday entitlement. In Czechoslovakia, young persons of less than 18 years of age are entitled to three weeks' annual holiday, and in the Federal Republic of Germany to 24 working days per year of service. In Cyprus, children under 16 years of age and young persons of from 16 to 18 years, after six months on the same ship or on ships belonging to the same shipowner, are entitled to 18 days' annual leave, of which no less than seven (public holidays excluded) must be continuous.

On the other hand, nine governments state that in their countries there are no special leave provisions in respect of young seafarers. These are Canada, India, Japan, Morocco, Sweden, United Kingdom, United States, Viet-Nam and Zambia. The Government of Poland reported that in that country young persons are not employed as seafarers.

(d) The provisions, if any, concerning holiday entitlement in respect of service of less than one year

Nineteen governments replied to this question by stating that in their countries seafarers' holiday entitlement in respect of service of less than one year is calculated on a pro rata basis. These include Australia, Belgium, Denmark,

Ethiopia, German Democratic Republic, Ghana, Italy, Ivory Coast, Kenya, Jamaica, Mauritius, Netherlands, Panama, Poland, Portugal, Singapore, United Kingdom (one day's leave after three days' employment or five days' leave after one month on articles), Uruguay and Zambia.

A number of other governments indicated that similar provisions are in force in their countries and provided more detailed information. Thus, in Bangladesh, one-and-a-half days' leave is granted for each completed month of service plus public holidays, and in Sri Lanka the holiday entitlement of seafarers employed for less than a year amounts to one day of leave for each month of service or for each part of a month of service exceeding 15 days. In Colombia, a seafarer is required to have worked at least six months to qualify for any holiday entitlement. Similarly, in Cyprus, where a seafarer has completed six months' service on the same ship or on ships belonging to the same shipowner and, before termination of his contract, he is discharged through no fault of his own, he may obtain leave on a pro rata basis. The qualifying period for leave entitlement is five months in Czechoslovakia, after which period of employment a seafarer is entitled to leave in a given calendar year if he has performed work for an employer for at least 75 days in that year. On termination of employment, he is entitled to a proportionate fraction of annual leave, provided he fulfils the minimum requirements referred to above. Qualifying work time is also six months with the same employer under the legal provisions in force in the Federal Republic of Germany, after which period a seafarer who terminates his contract before completing a full year of employment is entitled, for each full month of employment and for each month started, to one-twelfth of his annual holiday. If a seafarer changes from one shipowner to another, his holiday entitlement does not continue unless no holiday has been granted to him previously. However, under the provisions of collective agreements in force in that country, annual holidays of seafarers are calculated on a monthly basis so that holidays are also due for fractions of months, each month counting as 30 days. Fractions of months providing entitlement to a half-day of leave are rounded to a full day; other fractions are not taken into account.

Under the provisions of collective agreements in Japan, a seafarer may request his holiday with pay entitlement after eight months' continuous service on board, and in Madagascar, leave entitlement in respect of service of less than one year is calculated on a pro rata basis, and, in the case of fixed-term contracts, the two parties may agree on the length of paid holidays but these may in no case be inferior to the standard provided in the legislation (one-and-a-half days' leave per month of service).

Leave entitlement of seafarers in Morocco is calculated on the basis of two-and-a-half days per month of service on board, as provided in the collective agreements (after six months' service), plus one day per week of rest, as provided in the legislation. Thus, seafarers engaged for service on board merchant vessels who have not signed off and whose services are at the disposal of the shipowner, who are neither ill nor have taken rest days at sea, receive seven-and-a-half days for each month of service at sea or continuous service for the same shipowner. Officers are entitled to 11 to 11 1/2 days' leave per month of service when no weekly rest is taken at sea.

In Nigeria, seafarers are entitled to two-and-a-half days' leave for each completed month on articles or, for broken periods, to a half-day for each six days' service (including both annual and compensatory leave for Sundays at sea).

In Peru, if a seafarer is discharged before he has completed one year of service, he receives leave pay proportionate to the time he has worked. However, if a seafarer engaged under a contract of indeterminate duration voluntarily signs off before completing one year of service (or 260 days' employment), he loses the right to annual leave or pay in lieu. A seafarer signed on a vessel for a single or round-trip voyage receives leave pay proportionate to the amount of service at the time of signing off. Similarly, in Spain, if the service of a seafarer is less than one year because his employment is terminated, he is compensated in money for the proportionate leave earned. Holiday time is also granted to seafarers on Swiss vessels in proportion to their length of service. However, if the contract of engagement is broken by the seafarer or is terminated by the shipowner because the seafarer is unqualified or for other justifiable reasons, the seafarer has no leave entitlement. In Tunisia, on the other hand, both those seafarers who are discharged and those who leave voluntarily before completing one year of service are compensated for leave earned.

In a number of countries, the period of leave to which a seafarer is entitled varies in proportion to the number of days' service with an employer and/or the trade in which the vessel he is employed on is engaged. Thus, in Barbados, the qualifying period for holiday entitlement for service with the same employer is a total of 250 work days in the case of workers on contracts of one week or longer and 150 days for workers paid on any other basis. In Brazil, annual leave is calculated on the following bases:

- (a) 20 working days for employees not absent in excess of six times in the 12 months of a year covered by a contract of employment;
- (b) 15 working days for employees in the service of an employer for more than 250 days in the course of 12 months of a year covered by a contract of employment;
- (c) 11 working days for employees in the service of an employer for more than 200 days in a year;
- (d) 7 working days for employees in the service of an employer for from 150 to 200 days; and
- (e) a seafarer with less than one year's service is entitled to compensation in respect of paid annual leave - in appropriate proportion - only if he is dismissed without justification.

In Finland, masters and chief engineers engaged on foreign trade vessels who have more than one month's but less than one year's service are entitled to three days' annual paid holiday per month of service; other members of the crew in such circumstances are entitled to two days' holiday per month of service. In the coasting and international coasting trade, seafarers are entitled to one-and-a-half days' leave per month of service. In general, annual leave is calculated by calendar months of service, with partial months taken into account in such manner that 16 days' employment provides settlement to one month's service. As an exception to this rule, seafarers who during consecutive years have been employed for at least 60 months on passenger ships engaged in a seasonal trade and owned by the same shipowner are entitled to an annual holiday calculated on a basis of two-and-a-half days per month of service.

The provisions concerning the matter contained in the collective agreements in France are as follows:

Officers and ratings

Distant trade oil tankers - may take holiday in one of the specified European ports after four months' service on board (three-and-a-half months if the next voyage takes the vessel to the Persian Gulf by the Cape of Good Hope).

Distant trade tramp oil tankers - leave to be granted at the first port of call after five months' service, unless the vessel is to return within one month to one of the specified European ports.

Distant trade dry cargo vessels - leave may be taken in one of the specified European ports after five months' service on board (after four-and-a-half months if the next voyage of the vessel is expected to exceed five-and-a-half months before calling at one of these European ports).

Distant trade dry cargo tramps - leave may be taken at the first port of call after seven months' service on board unless the vessel is to return within one month to one of these European ports.

Coastal tankers and dry cargo vessels in the coasting trade - after four months' service on board.

Ratings in India are entitled to one day's leave for every ten days of articulated service. Broken periods of service of five days or more are counted as one day's leave and lesser periods ignored. Officers in that country receive pro rata leave for periods of service of less than one year.

According to the legislative provisions in Sweden, employees (including seafarers) are entitled to one day of holiday after working a minimum of eight and a maximum of 14 days during a calendar month, and two days' holiday after working a minimum of 15 days during a calendar month. If an employee is on sick leave or performing military duty, such days count as working days for purposes of leave entitlement. In Turkey and Viet-Nam, a seafarer must have carried out a period of service of at least six months to be entitled to annual leave. In the latter country, such service must be in vessels belonging to the same shipowner. In the United States, when minimum service requirements are met, vacation benefits accrue whether or not a seafarer carries out a full year of service. Under the Licensed Officers and National Maritime Union agreements, the minimum period of service for eligibility is 30 days; under the Seafarers' International Union agreements, the minimum period of service is 90 days in one year.

In addition to those countries referred to above in which, under certain circumstances, seafarers are compensated for leave earned in respect of service of less than one year, some governments provide more detailed information in this respect. Thus, in Canada, the legislation provides that in cases where employment is terminated, the employer must pay the employee -

- (a) any vacation pay owing in respect of any prior completed year of employment; and
- (b) 4 per cent of wages of an employee during any part of a completed portion of his year of employment in respect of which he has not yet been paid vacation pay.

The practice is to pro rate the vacation pay entitlement, whether based on days per season or per cent of gross earnings, in cases where seafarers work less than a full season. Generally, seafarers whose vacation pay is determined on the basis of gross earnings and who work less than one full season receive a payment based on 4 per cent of actual gross earnings for the partial season. Where vacation pay is calculated on the basis of X days per season, the usual practice is to pro rate vacation pay entitlement as follows:

X days entitlement

X actual gross earnings

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In over half the agreements examined the following provisions apply:

One year of service - two weeks' vacation (4 per cent of gross earnings);

Five or more years of service - three weeks' vacation (6 per cent of gross earnings);

15 or more years of service - four weeks' vacation (8 per cent of gross earnings).

In Colombia, if the employment of a seafarer terminates before he is able to take leave, compensation is made in money. Such is also the case in Costa Rica if an employee's contract is terminated before he has worked a full 50-week period.

The Government of Greece stated that the various collective agreements in force in that country contain differing provisions on this aspect of the question.

In the Ukrainian SSR, the right to ordinary leave is granted to wage and salary earners on the completion of 11 months of continuous employment in a given undertaking. Where a wage or salary earner is transferred from one undertaking, institution or organisation to another, he may be granted leave before completing 11 months of employment, reckoned from the date of his transfer. Where a wage or salary earner who is transferred to work in another undertaking, institution or organisation has not been paid cash compensation for any leave not taken in his previous job, his qualifying period of employment for purposes of annual leave in his new job must include any period in respect of which he did not take leave in his previous job.

In Liberia and Norway, there are no provisions covering this matter.

(e) The requirements concerning length and continuity of service for entitlement to any annual holiday with pay at all

The information supplied by governments is summarised in Table IV below.

TABLE IV

Country	Minimum length of service	Number of days' leave	Remarks
Argentina			In proportion to time worked.
Australia			Under the 30:22 system, no minimum service required for leave entitlement; however, there are certain requirements regarding length of service per year etc. in calculating long service leave prior to 1964.
Bangladesh	20 days		
Barbados	250 days for those on contracts of 1 week or more; 150 days for others.	2 weeks	
Belgium	Ratings: 15 days Jnr. offs.: 21 days Snr. offs.: 22 days	1 day 1 day 1 day	
Brazil	150	7 days	
Canada: Legislation Collective agreements Examples	1 year 30 days Less than 1 season 1 to 7 seasons More than 7 seasons 18 years or more 1 season (270 days) 10 seasons consecutive	2 weeks	Most agreements 4 per cent of gross earnings 5 per cent of gross earnings 7 per cent of gross earnings 8 per cent of gross earnings In lieu of leave, 16 days' pay (or 16/270ths' gross earnings for less than full season). 21 days' pay (or 21/270ths' gross earnings).
Colombia	6 months		
Costa Rica	1 month same employer		
Cyprus	6 months same ship or shipowner 12 months		If discharged before end of contract All others

TABLE IV (Continued)

Country	Minimum length of service	Number of days' leave	Remarks
Czechoslovakia	5 months same employer (qualifying period). Then 75 days' service 1 year.		
Denmark	Even less than 1 month.	2 days per month.	On pro rata basis.
Ethiopia	1 complete month 12 months' continuous service.		When discharged otherwise.
Finland	16 days		Provides holiday entitlement for 1 month's service.
France	See under (d).		Varies by category of seafarer.
Federal Republic of Germany	See under (d).		
German Democratic Republic	No minimum period.		
Ghana	6 months		Minimum qualifying period - in practice.
India: Ratings: Officers:	10 days' article service. Pro rata	1 day	Broken period of 5 or more days counted as qualifying for 1 day's leave.
Ivory Coast	No minimum period.	2 1/2 days per month.	Usually granted after 6 months' service. In addition to holidays with pay, a seafarer is entitled to one day of rest for every 6 days on board, such rest days may either be granted in port, paid as over-time or added to the leave entitlement.

Jamaica Minimum requirements.

Italy Pro rata.

Japan 8 months

Kenya No minimum period.

Liberia 12 months' continuous service on a vessel or for the same employer.

Madagascar 1 month

TABLE IV (Continued)

Country	Minimum length of service	Number of days' leave	Remarks
Morocco	1 month		
Netherlands			On a proportional basis.
Nigeria	6 days	1/2 day	Including compensation for Sunday at sea.
Norway	5 days		
Philippines	1 year		Continuous and satisfactory service.
Peru	1 year or 260 days' employment. Pro rata		Engagements for single and round-trip voyages - proportionate at end of voyages. If discharged before end of contract.
Poland	1 year 1 January each year.		For first holiday with pay. For successive holiday entitlement.
Portugal	Less than 1 year.		
Spain	1 year		In service same shipowner.
Singapore	1 month	2 days	Certain collective agreements.
Sweden	8 days during calendar month.	1 day	
Switzerland	1 year		
Tunisia: Legislation Personnel regulation	12 months 6 months		
Ukrainian SSR	11 months		Unless transferred from one job to another
USSR	11 months		
United Kingdom	No minimum requirements.		1 day leave for each 3 days of employment.
United States	30 days 90 days in 1 year		Under licensed officers and NMU agreements. Under SIU agreements
Uruguay	12 months, 24 fortnights or 52 weeks	20 days	
Viet-Nam	6 months		In vessels of same company.
Zambia			No requirements set out.

- (f) The manner in which length of service is calculated and annual holidays themselves are treated for the purpose of determining holiday entitlement, and the way in which service off articles, changes in employment from one vessel to another, short interruptions of service or a change in the management or ownership of a vessel or other factors affect the calculation of length of service.

For the sake of clarity, the replies received from governments to this question are dealt with as far as possible under each of its various elements. As to the manner in which length of service is calculated for the purpose of determining holiday entitlement, a number of governments indicated simply that in their countries this is done on the basis of the actual time seafarers are on articles, that is the period from signing on to signing off a vessel. Such is the case in Argentina, Australia, Canada, German Democratic Republic, India (ratings), Japan, Madagascar, Morocco, Nigeria (when time on articles is six days or more), Switzerland, Tunisia, Turkey and Zambia (ratings). Such is also the basis for calculating holiday entitlement in the following other countries when related to service on certain vessels: Ghana (on vessels of the national shipping line or chartered vessels); Bangladesh and Italy (on vessels belonging to the same shipowner, even if different vessels); Mauritius (on specific ships); United States (vessels covered by a particular labour-management agreement). Service on any vessel provides holiday entitlement in Sri Lanka (one day's holiday for each month of service) and Denmark (two days' holiday for each month of service, or even less). In Kenya, leave of ratings is calculated on the basis of length of service on articles, there being no service off articles. Officers' leave is calculated against length of service whether on or off articles. Short breaks of service for standing by, waiting reappointment after completion of leave, etc. are included as service, but standing at home awaiting next appointment, although on full pay, is not counted towards service for leave entitlement.

In Belgium, the holidays of officers are not considered as interruptions in periods of service and, in the case of ratings, account is taken not only of days of effective work but also of public holidays worked and compensatory leave time in calculating annual holidays with pay. Similarly in Japan, weekly rest days are counted for leave entitlement, and periods of holidays with pay are regarded as periods of service. In India and Zambia, among others, officers' holidays with pay are calculated on length of service, whether on or off articles.

In Barbados and Costa Rica, the manner of calculating length of service for the purpose of determining holiday entitlement depends upon the type of contract agreed upon by the parties. The Governments of Cyprus and Czechoslovakia referred to the qualifying periods required for entitlement to holidays with pay as given under question (c) above. In Peru, any day in which work exceeds four hours, and any work regardless of length done on Saturdays and Sundays is counted as a full day's work for purposes of calculating annual leave. In Liberia, the qualifying period for leave is 12 months' continuous employment on a vessel or for the same employer. In Norway, holiday entitlement depends on the amount earned more than on the length of service. Seafarers are entitled to 9 1/2 per cent holiday pay from all their earnings whether these are related to service on or off articles.

In the Ukrainian SSR, the qualifying period for the grant of leave includes (1) the actual period worked; (2) any period for which the worker was not actually employed but for which the management was obliged to keep his job open for him and to pay him his wages either wholly or in part, including any time of enforced absence with pay as a result of his unlawful dismissal or transfer to other work; (3) any period of temporary incapacity for work for which the worker's job was kept open for him and he was paid state social insurance benefits.

In Jamaica and the United Kingdom, length of service is calculated as follows:

(1) Company service established employees
(i.e. seafarers with contracts of
service with individual companies)

All time, while the contract is in force, counts as qualifying time towards annual leave except time actually spent at home on leave or sick or in studying for a certificate. Changes in employment from one vessel to another in the same ownership do not affect the calculation.

(2) Other seafarers

Service qualifying for leave is:

I. Service on articles.

II. Service working by vessel off articles provided that -

- (a) the seafarer is established (i.e. has accepted contract obligations under the industry's decasualisation scheme) or has qualified for established leave conditions; and
- (b) (i) the period working by is an unbroken period (except for any period of authorised leave which may be taken) of at least 15 days and the seafarer serves on articles with the same owner on the ensuing voyage. Leave accruing from such a period is calculated in accordance with the tables annexed to the agreement by including time spent on articles on the ensuing voyage; or
- (ii) the period working by is an unbroken period of at least 30 days, there being no service on articles on the ensuing voyage.

As regards the question of the manner in which service off articles affects the calculation of length of service, a number of governments indicated that in their countries this type of service has no effect. These include Argentina, Australia (when the shipowner concerned is a party to the "32-20 system"), Denmark and Zambia (officers). In the Federal Republic of Germany, in addition to the effective time of service, the following periods are also included in calculating leave entitlement: the round-trip voyage; before and after service on board; and periods during which the seafarer is at the disposal of the shipowner in case of departure. Similarly, in Sweden and Zambia, time off (compensatory time, waiting time, etc.) is counted as a period of employment which qualifies for leave calculation.

In Costa Rica, the parties enjoy full freedom to determine how this question is dealt with, and in Switzerland, periods between embarkation, i.e. periods during suspension of the employment contract, are not taken into account in calculating holidays.

In reply to the question of how changes from one vessel to another affect the calculation of a seafarer's leave, a number of governments indicated that such changes have no effect. These include Argentina, Australia (provided the shipowner in both cases is party to the "32-20 system"), Denmark, German Democratic Republic (unless higher function taken up), India (ratings) and Viet-Nam. Several other governments state that in their countries such transfers have no effect on leave calculation if the ships concerned are owned by the same shipowner or group of owners, or if the vessels concerned are in the same trade or are covered by the same labour-management agreement. These include Bangladesh, Finland, Japan, Spain, Sweden, Turkey, United Kingdom (company service established employees) and the United States. The Government of Turkey adds that if a seafarer in that country transfers to a ship belonging to another shipowner and does not have sufficient service on the first ship to qualify for leave, the second shipowner does not assume the obligations of the first shipowner. Similarly, in Mauritius, such transfers and leave entitlement apply unless the seafarer concerned serves under the same articles of agreement.

However, in Poland, previous employment periods in another undertaking are added to current employment periods if the change took place within a maximum period of three months. If a seafarer in that country indicates in writing his desire to be employed by a certain shipowner within three months of the previous termination, he loses no leave entitlement even though, due to formalities, actual

employment begins later. Similarly, in the Ukrainian SSR, where a wage or salary earner is transferred to another undertaking and not paid cash compensation for any leave not taken in his previous job, his qualifying period of employment for purposes of annual leave in his new job must include any period in respect of which he did not take leave in his previous job.

In its reply, the Government of Madagascar gave three examples of differing types of transfer:

- (1) vessels having a collective crew list which includes crews for several vessels belonging to the same shipowner. In such cases there is no effect on leave;
- (2) vessels belonging to the same shipowner but with separate crew lists for each vessel. Changes are noted in the crew list, e.g. "signed off vessel A", "signed on vessel B". As the procedure takes place the same day and almost simultaneously, there is no effect on calculation of leave. It is as though there were continuous employment on vessels A and B. On the other hand, if several days elapse between signing off A and signing on B, this interval is in principle deducted from work time for leave purposes, unless there is agreement to the contrary between the parties;
- (3) two ships belonging to different shipowners: holidays are calculated separately for each period of service.

As to the manner in which short interruptions of service affect the calculation of seafarers' holidays, a number of governments replied simply that in their countries such interruptions have no effect. These include Argentina, Australia (provided the shipowner is a party to the "32-20 system"), Denmark and Panama. In a number of other countries, interruptions of a seafarer's service due to certified illness, medical care required as a result of an industrial accident or other periods of incapacity over which the seafarer has no control and, in some cases, leave for family reasons and maternity care are not deducted from periods of effective service for purposes of calculating annual holidays. These include Brazil, Finland (including other interruptions consented to by the master if they do not exceed six weeks in all), France, Federal Republic of Germany, Japan (if not in excess of six weeks), Peru (including interruptions for trade union activities), Spain, Sweden (to a maximum of 90 days, except in cases of industrial accidents) and Uruguay (sick leave if less than 30 days). In Ethiopia, the Seamen's Regulations contain similar provisions, but the collective agreements in force provide that leave entitlement does not accrue during time off for illness, injury, leave of absence without pay, vacation periods and when the vessel is laid up. In Morocco, no deductions are made in respect of periods for ship repairs, administrative lay-ups of the vessel if the seafarer remains at the disposal of the shipowner, periods of recovery from illness or industrial accident suffered in the service of the vessel and for which the shipowner is obliged to furnish medical and other care.

Mention has been made above of the types of interruption of service not deductible from periods of service for purposes of calculating annual holidays in Brazil. However, a seafarer in that country is not entitled to an annual holiday if, during the qualifying period, he -

- (a) leaves the employment and is not readmitted within 60 days thereafter;
- (b) remains on leave with pay for more than 30 days;
- (c) ceases to perform work, without loss of pay, for more than 30 days through partial or total stoppage of work in the company; or
- (d) has been in receipt of a sickness benefit for more than six months in all, whether continuous or not.

The provisions concerning temporary interruptions of service in the Netherlands are as follows. For officers on vessels of 500 grt. and over and on ocean tug-boat service, temporary employment in a higher or lower grade (except as a result of disciplinary measures) does not count as an interruption of service for purposes of calculating leave. When leave without pay is granted by permission of the shipowner, periods of employment before and after it do not break the continuity of employment for leave purposes. Length of service also continues if an officer returns to employment within one year after his previous

employment with that company terminated, except in cases of misconduct or when requested by the officer. An officer who enters service with a shipowner after 1962 at a certain rank will be in continuous service with that shipowner at that rank in respect of previous service at that rank, but never longer than for five years. The same provision applies to officers who have completed service after June 1967 in respect of service with foreign shipowners. In the long coasting trade (except ocean tug-boat service), contracts of employment which succeed each other at intervals not exceeding 31 days and covering one or more voyages are not regarded as forming one and the same uninterrupted term of service.

Changes in the management or ownership of a vessel do not affect the manner in which length of service is calculated for purposes of qualifying for seafarers' annual holidays in Denmark, Finland, Japan, Madagascar (if the seafarer is not signed off), Morocco (does not apply to compensatory leave for accumulated weekly rest days), Norway, Spain, Sweden, United Kingdom and the United States (so long as the changes occur under the terms and coverage of the labour-management agreement to which the union representing the seafarer is a party). In Mauritius, such changes in management or ownership of a vessel end leave entitlement unless a seafarer continues to serve the vessel under the same articles of agreement. In Bangladesh and Panama, a change of ownership of a vessel cancels all employment contracts concerned, and new contracts must be signed. Leave entitlement on the former contract must be paid up.

- (g) Whether public and customary holidays
(i) which occur during the working
year; and (ii) which occur during the
annual holiday are counted as part of
the minimum annual holiday with pay.

A number of governments replied to part (i) of this question with a simple negative. These include Barbados, Belgium, Brazil, Czechoslovakia, Denmark, Ethiopia, German Democratic Republic, Ghana, Italy, Ivory Coast, Japan, Kenya (except officers of coastal vessels of one company), Liberia, Morocco, Nigeria, Tunisia (if not worked and paid for), Turkey, USSR, United Kingdom (officers), United States, Uruguay, Viet-Nam and Zambia. On the other hand, the following governments stated that public and other customary holidays which occur during the working year are counted as days of service for the purpose of calculating annual holidays with pay for seafarers: Finland, France (when such days are worked), India (ratings), Norway (and Sundays), Panama, Peru (if four hours' or more work is done on such days), Poland, Spain (if worked, in which case they increase annual leave by one-and-a-half days each), Sweden, Tunisia (and Sundays, if worked), United Kingdom (ratings). In the Federal Republic of Germany, work done at sea on public and customary holidays is compensated by the global arrangement and in the United States by payment at overtime rates. In the Netherlands, this matter is dealt with on the principle that at sea there are seven working days per week, one complete working day granted as compensatory leave for each Sunday or public holiday, regardless of whether or not a crew member is on active duty. In Australia, seafarers covered by the Dredge (Self-Propelled) Workers Award, 1974, are entitled to five weeks' annual leave each 12 months and, in addition, accumulate two days' leave for each Saturday and Sunday and ten public holidays.

The following governments indicated that in their countries public and customary holidays which occur during seafarers' annual holidays are not counted as a part of such holiday time or that the period is extended by an equivalent number of days: Canada, Costa Rica, Finland, Ghana, Greece, Italy (where collective agreements or regulations so provide), Japan, Madagascar, Mauritius, Philippines, Poland, Switzerland (legislative provisions).

On the other hand, in the following countries public holidays which occur during a seafarer's annual holiday period are counted as part of that period, or are not compensated for, due either to the fact that annual leave is granted on a calendar basis or a global system has been adopted to take account of public holidays, Sundays and other days at sea: Federal Republic of Germany, India (officers) Kenya, Nigeria, Norway, Spain, Sweden (if leave period exceeds six days), Switzerland (collective agreements), United Kingdom. This question is not dealt with in any specific manner in collective agreements in the United States.

- (h) The maximum period of such interruptions of service permitted which do not constitute a break in the continuity of periods of service which precede or follow them, in so far as qualifying service for leave is concerned.

A number of governments replied to this request either by referring to the information they furnished under paragraph (f) above (as to the way in which short interruptions of service affect the calculation of length of service for leave purposes) or by repeating such information here. These include Brazil, Czechoslovakia, Ethiopia, Federal Republic of Germany (as to legislative provisions), Netherlands and Turkey.

Several other governments stated that no such maximum periods are provided for in their countries. These include Belgium, Costa Rica, Federal Republic of Germany, German Democratic Republic (as to collective agreements), Jamaica, Liberia, Norway, Sweden and the United Kingdom. As vacation benefits in the United States are provided whenever work is performed, breaks in service do not affect the accrual of such benefits so long as the respective qualifying minima of 30 or 90 days of work in a 365-day period are met.

Similarly, in India (ratings) and Morocco, no maximum periods of interruption are provided for, as leave accounts are cleared when seafarers sign off a vessel, and, in Madagascar and Mauritius, seafarers earn leave entitlement only when on articles. In Panama, interruptions which occur by mutual agreement or which are authorised by the authorities concerned are not taken into account when computing leave, bearing in mind the basic principle that leave credit is based on a day of work.

In Finland and Japan, the maximum period of interruptions of service permitted which do not constitute a break in continuity of service so far as qualifying service for leave is concerned is six weeks; in Poland, Norway (when related to sickness, accident, convalescence, maternity and other similar types of absence) and Switzerland, three months; in Portugal, four months (when related to sickness and accident leave); in Spain, these maximum periods depend upon the cause of the interruptions.

In Australia and Sri Lanka, the question is not applicable, and in Canada, Denmark, Ghana, Greece and Zambia there are no specific provisions concerning this matter.

In the Ukrainian SSR, the periods for which a worker is not employed but for which his job is kept open for him and he is paid his wages either in whole or in part include the following:

- (i) any periods for which he discharges obligations on behalf of the State or society;
- (ii) any periods of training in schools or courses involving absence from work but retention of his job and pay;
- (iii) any periods of additional educational leave on full or partial pay.

All the above periods are included in the qualifying period of employment for purposes of ordinary leave. In the USSR, the length of service giving entitlement to leave includes time actually worked, time during which the seafarer did not actually work but retained his job and pay fully or partially, any period of temporary disability when he retained his job and was in receipt of state social security benefits, and other periods provided by the legislation.

- (i) Whether or not seafarers are entitled to leave for professional training ashore in addition to their annual holidays with pay.

Of the governments which furnished information on this question, a large majority indicated that seafarers in their countries are entitled to leave for professional training in addition to their annual holidays with pay. In some countries, these provisions apply only to certain grades or specialities, such as

to officers and cadets in the deck and engine departments; in others, they apply to all seafarers. It will also be noted that provisions concerning the payment of salaries or allowances during such periods of educational leave vary from country to country. Thus, in Australia, deck and engineer officers are granted leave with pay for professional training ashore in addition to their other leave entitlements. The provision does not apply to other classes of seafarers, as shore training is not provided. One-third of the collective agreements examined in Canada make provision for leave for professional training (usually of officer cadets and upgrading of officers). However, no mention is made in any of the agreements as to what effect this may have on annual holidays with pay. In Brazil, the granting of leave to enable a seafarer to take vocational training ashore is a matter for the employer. However, if such leave exceeds 30 days, there is no entitlement to holidays with pay; in other cases there is no deduction. In Sri Lanka, officers on regular company service are entitled to leave to sit for examinations, whereas in Czechoslovakia and Denmark, such training is available to all seafarers without deduction of training time from their annual holiday entitlement. If a seafarer in the latter country who is not employed by a shipping company wishes to attend such a course, he is granted an allowance at least equal to what he might have received by way of unemployment benefit.

In France, the legislative provisions concerning the organisation of continuing vocational training within the adult education scheme provide that the periods of such training may not be deducted from the calculation of work time for leave entitlement, and should, in fact, count as such qualifying work time. The means of adapting these provisions to seafarers was agreed to on 18 October 1972.

In the German Democratic Republic, leave for professional training may be granted according to the legislative provisions. Such training should take place outside working hours, or if this is not possible, leave is granted to enable the seafarer to participate in training or retraining. For such leave, full salary is paid up to 14 days and thereafter only basic salary. In the Federal Republic of Germany, the "Lander" adopted in 1974 laws on paid educational leave, which are also applicable to seafarers whose employers are located in the Lander concerned.

Merchant navy officers in India receive two months' unpaid leave in addition to earned leave for obtaining certificates of competency. As an incentive, they are paid a certificate bonus on obtaining a higher certificate of competency, the amount of which varies according to the certificate concerned. The collective agreements in Italy make no provision concerning this question, but in such cases special arrangements are made by the State.

In Italy, five days' leave is granted for taking examinations. In the Ivory Coast, unpaid leave may be granted for taking such courses, such leave not being considered as an interruption of service with the shipowner, and in Liberia, this varies from agreement to agreement.

In Mauritius, extensive provision is made for paid study leave of from three to 18 weeks to enable seafarers to undergo professional training ashore, in accordance with the following schedule (effective 1 July 1969). This paid study leave is in any case conditional upon eligibility to take the examination and upon reports from the school authorities of regular attendance.

	Period of study leave		
	6-9 months' service with the company	9-12 months' service with the company	12 months' service or over with the company
		(Weeks)	
<u>NAVIGATING OFFICERS</u>			
<u>2nd Mate's certificate</u>			
Except as shown below	8	12	15
Candidates who have had OND training	3	4	5
<u>1st Mate's certificate</u>			
Except as shown below	9	14	18
Candidates who have had OND training	5	8	10
<u>Master's certificate</u> (foreign-going)			
All candidates	10	15	20
<u>Radar observer's certificate</u>			
After 6 months' service with the company	3		
<u>ENGINEER OFFICERS</u>			
<u>2nd class certificate</u>			
Except as shown below: Pt. A	7	10	13
Pt. B	7	10	13
Candidates who have been trained under the alternative schemes:			
With Part 'A' training Pt. A	-	-	-
With ONC training Pt. B	7	10	13
With OND training Pt. A	-	-	-
Less endorsement Pt. B	7	10	13
With endorsement Pt. B	5	8	10
<u>1st class certificate</u>			
Except as shown below: Pt. A	7	10	13
Pt. B	7	10	13
Candidates who have been trained under the alternative schemes:			
With OND training Pt. A	-	-	-
Less endorsement Pt. B	7	10	13
With endorsement Pt. B	5	8	10
Direct entrants with qualifications entitling them to exemption from part or parts of certificate examination will be entitled to above study leave less:			
<u>2nd class certificate</u> Pt. A	3 weeks per subject exempted		
<u>1st class certificate</u> Pt. A	4 weeks per subject exempted		
<u>Electrical technician's certificate (T4)</u>			
All candidates: Part I	7	10	13
Part II	7	10	13

- (i) The above periods of study leave represent the maximum period payable for each certificate. Once they have been exhausted, no payment will be made for subsequent attempts.
- (ii) The periods of study shown include the period occupied in taking the examination.

Successful candidates will, irrespective of the time, if any, spent at school, be paid the balance of their consolidated salaries due for the above maximum periods on reporting their availability for duty to the company.

Unsuccessful candidates will be entitled to their full consolidated salaries up to the time that the examination is taken.

There are no official provisions for such educational leave in Morocco, but certain shipowners in that country provide scholarships to selected seafarers serving on their vessels, particularly to officer cadets, so as to enable them to attend courses in a navigation school in order to obtain officers' competency certificates. In the Netherlands, deck and engineer officers serving on vessels in the long coasting trade may be granted study leave at their request.

Seafarers in Poland who undergo training by correspondence or who are external students are entitled, for the time spent in study and taking examinations, to additional leave with pay of from seven to 21 calendar days in every school year, and up to 42 days in respect of the last year of university study. In cases where a shipowner decides that a seafarer employed by him should attend vocational training courses involving a break in employment, the seafarer is entitled to remuneration as in the case of leave: 100 per cent for the first three months; 75 per cent for the following months.

In addition to the legal provisions in Panama and Spain regarding vocational training, other provisions deal with the granting of leave for the purpose of taking examinations and carrying out studies. While there are no legal provisions concerning this matter in Turkey, the collective agreements concerned are expected to contain provisions stating that leave granted for vocational training will be granted additional to the annual holidays with pay.

In the Ukrainian SSR, additional leave is granted to wage and salary earners who, without being absent from their work, successfully follow evening and correspondence courses and courses at higher and specialised secondary educational establishments. Provided they complete the syllabus, they receive a notice from their educational institutions summoning them to sit for the normal examination or sustain a thesis. This notice serves as a basis for the grant of leave. The date of departure on leave is determined by the date on which they are to sit for their examination or sustain their thesis and is irrespective of whether they have been employed for 11 months by that time or not. The duration of leave granted for educational purposes varies, depending on the course, from ten to 40 calendar days; a worker engaged in preparing and sustaining a thesis is allowed four months. While on such leave, wage and salary earners continue to be entitled to their remuneration, the calculation being made on the basis of their average earnings over the last 12 months, subject to a maximum of 100 roubles per month. If a worker so requests, his ordinary leave may be combined with his additional educational leave.

In Jamaica and the United Kingdom, seafarers are entitled to leave for professional training ashore in addition to their annual holidays with pay, as follows:

Training allowance while on approved courses

1. As from 13 April 1968, seafarers attending approved training courses will not be entitled to claim unemployment benefit. Instead it has been agreed that they will be paid a training allowance.

2. The training allowance follows the current principles applied in the payment of unemployment benefit and will be paid by companies (company training allowance) or by the Merchant Navy Establishment Administration (MNE Training Allowance) at the following rates:

Boys - under 18 years	£ 2.76 per week
Single man	£ 4.98 " "
Married man with no children	£ 8.10 " "
Married man with one child	£ 9.66 " "
Married man with two children	£10.32 " "
Married man with three children plus 55 per child thereafter	£10.86 " "
Widower	£ 4.98 " "
Widower with one child	£ 6.54 " "
Widower with two children	£ 7.20 " "
Widower with three children plus 55 per child thereafter	£ 7.74 " "

(Effective from 15 February 1971)

Notes:

(a) A child is a person who is:

- (i) below the minimum school-leaving age (15); or
- (ii) undergoing full-time education in a school, college or university but under age 19.

(b) A seafarer is not entitled to claim in respect of a wife earning £3.10 or more a week.

(c) The allowance is not payable in respect of dependants other than wife and children.

3. The approved courses to which the training allowance (CTA and MNETA) will apply are:

<u>Course</u>	<u>Maximum period</u>
<u>Deck department</u>	
(1) <u>Foreign-going</u>	
2nd mate's certificate:	
Except as shown below	18 weeks
Candidates who have had a minimum of 12 months' service in a company cadet ship	16 weeks
Candidates who have had MCR training:	
- of three months' duration	15 weeks
- of six months' duration	13 weeks
Candidates who have had OND training	6 weeks
1st mate's certificate:	
Except as shown below	26 weeks
Candidates who have had OND training	20 weeks
Master's certificate (foreign-going):	
All candidates	26 weeks

(Effective from August 1971)

(2) Home trade

Mate's certificate:	16 weeks
Master's certificate:	16 weeks

<u>Course</u>	<u>Maximum period</u>
(3) <u>Foreign-going and home trade</u>	
Radar observer's certificate:	3 weeks
Radar simulator certificate:	1 week
<u>Engine-room department</u>	
2nd class certificate:	
Except as shown below: Pt. A	13 weeks
Pt. B	13 weeks
Candidates who have been trained under the engineer cadet training schemes:	
With Part 'A' training Pt. A	-
With ONC training Pt. B	13 weeks
With OND training Pt. A	-
Less endorsement Pt. B	13 weeks
With endorsement Pt. B	10 weeks
1st class certificate:	
Except as shown below: Pt. A	13 weeks
Pt. B	13 weeks
Candidates who have been trained under the engineer cadet training schemes:	
With OND training Pt. A	-
Less endorsement Pt. B	13 weeks
With endorsement Pt. B	10 weeks
Direct entrants with qualifications entitling them to exemption from part or parts of certificate examination will be entitled to above periods less:	
2nd class certificate Pt. A	3 weeks
	per subject exempted
1st class certificate Pt. A	4 weeks
	per subject exempted
Steam endorsement (engineer):	4 weeks
Motor endorsement (engineer):	2 weeks
Electrical technician's certificate (T4): Part I	13 weeks
Part II	13 weeks
<u>Radio department</u>	
1st class MPT certificate or general radio communications certificate:	16 weeks
Radar maintenance certificate	16 weeks
<u>Other courses</u>	
Lifeboat certificate:	1 week
EDH/AB certificate:	1 week
MNTB cookery certificate (Part 1 of ships' cooks' certificate course):	6 weeks
DTI ships' cooks' certificate (Part 2 of ships' cooks' certificate course):	6 weeks
Higher general cookery certificate:	4 weeks

	Period of study leave		
	6-9 months' service with the company	9-12 months' service with the company	12 months' service or over with the company
		(Weeks)	
<u>NAVIGATING OFFICERS</u>			
<u>2nd mate's certificate</u>			
Except as shown below	9	14	18
Candidates who have had a minimum of 12 months' service in a company cadet ship	8	12	16
Candidates who have had MCR training:			
- of 3 months' duration	8	12	15
- of 6 months' duration	6	9	13
Candidates who have had CND training	3	4	6
<u>1st mate's certificate</u>			
Except as shown below	13	20	26
Candidates who have had CND training	10	15	26
<u>Master's certificate</u> (foreign-going)			
All candidates	13	20	26
<u>Radar observer's certificate</u>			
After 6 months' service with the company	3		
<u>Radar simulator course</u>			
After 6 months' service with the company	1		
(effective from August 1971)			
<u>ENGINEER OFFICERS</u>			
<u>2nd class certificate</u>			
Except as shown below: Pt. A	7	10	13
Pt. B	7	10	13
Candidates who have been trained under the engineer cadet training schemes:			
With Part 'A' training Pt. A	-	-	-
With ONC training Pt. B	7	10	13
With OND training Pt. A	-	-	-
Less endorsement Pt. B	7	10	13
With endorsement Pt. B	5	8	10
<u>1st class certificate</u>			
Except as shown below: Pt. A	7	10	13
Pt. B	7	10	13
Candidates who have been trained under the engineer cadet training schemes:			
With OND training Pt. A	-	-	-
Less endorsement Pt. B	7	10	13
With endorsement Pt. B	5	8	10

	Period of study leave		
	6-9 months' service with the company	9-12 months' service with the company (Weeks)	12 months' service or over with the company
Direct entrants with qualifications entitling them to exemption from part or parts of certificate examination will be entitled to above study leave less:			
<u>2nd class certificate</u>	Pt. A	3 weeks per subject exempted	
<u>1st class certificate</u>	Pt. A	4 weeks per subject exempted	
<u>Electrical technician's certificate (T4)</u>			
All candidates: Part I	7	10	13
Part II	7	10	13

In the United States, professional training is provided for under most of the labour-management agreements. Seafarers may participate in these programmes on a voluntary basis, either when they decide to leave a vessel, or between periods of employment or during vacation leave periods. Payments and subsistence arrangements during training, which are financed by the employers, are independent of paid vacation benefits. In Argentina and Belgium, provision is made for granting time off to seafarers for taking examinations. In the former country, two days at a time are granted for this purpose with a maximum of ten such days off in any calendar year; in the latter country, such time off without pay is granted on request to officers and cadets who fulfil the conditions required for participation in an examination for obtaining a certificate in so far as the requirements of the service permit.

While there are no legal or other similar provisions concerning this matter in Costa Rica and Madagascar, seafarers in those countries are free to request educational leave from their employers who, in turn, are free to grant it or not.

In the following 15 countries, there is no provision for granting leave to seafarers for professional training ashore in addition to their annual holidays with pay: Bangladesh, Barbados, Finland, Federal Republic of Germany, Ghana, Greece, India (ratings), Japan, Nigeria, Norway, Portugal, Sweden, Switzerland, Uruguay and Viet-Nam.

- (j) The nature and amount of the remuneration paid to the seafarer in respect of an annual holiday, the manner in which calculation of this remuneration is prescribed, and whether or not this includes a subsistence allowance, and is payable in advance of the holiday.

Table V below contains a summary of the information received from governments concerning this question.

- (k) Whether or not the annual holiday with pay may be taken in parts, and whether any one part must consist of a minimum period.

The information supplied by governments concerning this question is summarised in Table VI below.

TABLE V

Country	Nature of remuneration	Amount of remuneration	Manner of calculating	Whether includes subsistence allowance	When remuneration payable	Remarks
Argentina	Cash or bank cheque	Regular wage	For each day of leave - 1/30th monthly wage	Not stated	At beginning of holiday	Except when payment agreed to under legislation of a fixed sum or participation in the cargo or combination of these methods.
Australia						Under collective agreements, seafarer paid an aggregate annual wage covering all payments for performance of all duties necessary for operation of the vessel. This amount paid to seafarer in 26 equal instalments throughout the year, irrespective of whether he is at sea or on shore leave. In the dredge workers award 1974, all leave is paid to such seafarers at time and a half of the ordinary weekly rate.
Bangladesh		18 days' pay				
Barbados		2 weeks' pay 1/26 annual remuneration	For workers on weekly, biweekly and monthly basis For those employed on other basis	Includes equivalent of payment in kind, but excludes overtime, commission or bonuses,		
Belgium: Ratings Junior officers		12.67% of gross annual remuneration 13.67% of previous year's remuneration	Annual holiday increased by payment for days treated as work-days	No No	Payable before holiday Payable before holiday	(Including all allowances and indemnities payable under the provisions of collective agreements except food allowance and uniform allowance.)

TABLE V (Continued)

Country	Nature of remuneration	Amount of remuneration	Manner of calculating	Whether includes subsistence allowance	When remuneration payable	Remarks
Belgium (cont.) Senior officers		14.67% of previous year's remuneration		No	Payable before holiday	
Brazil		Same pay on holidays as when working, plus travelling time	Same pay as entered on monthly sheet	Yes	Payable before beginning holiday	Seafarer may request the bonus provided for in legislation (13th month's pay).
Canada				Not stated	Must be paid at least 14 days before holiday or, if not possible, on regular payday during or immediately following holiday.	In all 34 collective agreements covering seasonal employees, remuneration in lieu of vacation payable at end of navigation season. In 69 agreements providing paid vacation, the majority specify payment in advance.
Colombia		Regular wages at the level payable on day holiday begins	When wages vary, holiday pay is based on average remuneration of previous year	Not stated		Not including overtime pay, if any.
Costa Rica		Regular wage	Based on wages during previous 50 weeks with employer	Not stated		Or on period of time with the employer if this less than 50 weeks.
Cyprus Czechoslovakia		Regular wage Equal to average earnings	Plus any benefits in kind		Payable on regular paydays unless requested in advance	

TABLE V (Continued)

Country	Nature of remuneration	Amount of remuneration	Manner of calculating	Whether includes subsistence allowance	When remuneration payable	Remarks
Denmark	Holiday stamps or cards	9 1/2% of wage		Including the value of board and lodging		Holiday stamps or cards may be cashed by seafarer only when holiday is to be taken.
Ethiopia		Full wages		Food allowance		
Finland		Regular wage including basic remuneration, age increments and transport and trade allowance	According to rates of remuneration applicable at beginning of holiday	If remuneration includes free board and lodging, receives equivalent in cash. Calculation of return benefit includes subsistence.	In advance	The collective agreement provides in addition that the shipowner is liable for reimbursement of cost of return journey once per year to a seafarer who goes to Finland for his annual holiday, plus subsistence. A seafarer who, under the Seamen's Annual Holidays Act, is entitled to annual holidays, is paid a holiday return benefit - 30% of his holiday wages; after 1 April 1975, this is increased to 40%.
France: Officers		All their remuneration except for payments strictly limited to functions on board ship		A daily allowance in lieu of board		
Ratings		Wages paid for 48 hours' work per week	Excluding overtime pay and compensation strictly limited to functions on board ship	A daily allowance in lieu of board		Recent agreements include provision for extending to ratings the system of guaranteed monthly wages for all categories.

TABLE V (Continued)

Country	Nature of remuneration	Amount of remuneration	Manner of calculating	Whether includes subsistence allowance	When remuneration payable	Remarks
Federal Republic of Germany:						
Legal provisions		Wages during period of holiday	For each day of holiday plus each day of public or customary holiday, 1/30 the basic monthly wage. Other remuneration based on hours of work, profit and other non-constant income also included.	Food allowance	Before holiday begins	
Collective agreements		Daily wages	Based on remuneration during previous 6 months divided by 180.	Food allowance paid	Payable one month in advance of holiday	
German Democratic Republic		Average salary		Yes	In advance if requested	Average salary includes: basic salary (according to duration); overtime, special function pay, allowances for heavy work, and additional allowances paid for work performed during public or customary holidays or night work specified by law.
Ghana		Depends on basic pay and number of days' leave		Subsistence allowance paid, but not in advance.		
Greece		Equal to wages		Food allowance paid		

TABLE V (Continued)

Country	Nature of remuneration	Amount of remuneration	Manner of calculating	Whether includes subsistence allowance	When remuneration payable	Remarks
India: Ratings			Basic wages for period of 36 days' leave for one year of articulated service	Subsistence allowance of Rs.6/- per day during leave period	Payable at time of discharge	
Officers			Paid leave on month-to-month basis	Food allowance paid		
Italy		Seafarer entitled to following: wages, cost of living bonus.		Allowance in lieu of rations and subsistence allowance (if any).	Compensation in respect of any holiday not taken is payable in advance.	
Ivory Coast			Based on average monthly gross salary paid over previous 12 months	Yes		If length of service less than 12 months, the average is calculated according to the number of months in employment.
Jamaica (see under United Kingdom)						
Japan		Same wages as paid on board		Food allowance paid	Paid on regular paydays	
Kenya		Full basic wage rate		For officers in one company paid in advance		
Madagascar		Whole wages and regular allowances		No rules on this		

TABLE V (Continued)

Country	Nature of remuneration	Amount of remuneration	Manner of calculating	Whether includes subsistence allowance	When remuneration payable	Remarks
Mauritius		Same pay as shown on articles		None payable		
Morocco		Basic wages and allowances and payments attributed to service on board ship which are mentioned in the articles of agreement.		Food allowance paid for full period of holiday and for rest days to which he is entitled	Paid at time of going on holiday	
Netherlands		Holiday allowance of 6% of current monthly wage at time of payment	For members of the crew 22 years of age and over, for married men and wage earners in the coasting trade, the minimum holiday allowance is Fl. 103.50	Fl. 103.50 subsistence allowance and once		Parts of a month are taken account of on a corresponding scale.
Nigeria		Basic wages		None		No allowances other than basic wages payable
Norway		Basic wages		Subsistence allowance of 9 1/2% of wages plus a reasonable allowance for board (no lodging), or 43 N.Kr for each month on articles.	Allowance payable immediately prior to holiday or upon termination of contract. If holiday postponed, pay due is farer's wage account for each 12 months' service.	Subsistence allowances are based on months of service. Fifteen days or more counts as a full month. For foreign-going seafarers, boarding allowance is Kr.37 per month of service; Kr.42 for masters. In coastal trade, Kr.31.75 and Kr.34.05.

TABLE V (Continued)

Country	Nature of remuneration	Amount of remuneration	Manner of calculating	Whether includes subsistence allowance	When remuneration payable	Remarks
Panama	Vacation pay					In accordance with the legislation, vacations paid on the basis of average wages or most recent months' wages, whichever are most favourable to seafarer.
Peru		Basic pay plus regular allowances		Food allowance paid		
Poland			Holiday pay equal to average wage for previous 3-month period	Food allowance paid	Paid on regular payday, i.e. on 1st and 10th of month; but, seafarer may request advance payment on leave due.	
Portugal		Corresponds to weighted mean of basic wage, made up of daily rates received by seafarer during period in question.	Plus a supplement equal to 50% or 100% of this pay, according to whether seafarer has less or more than 2 years' service with same ship-owner.	Not stated	Paid before holiday begins	
Spain		Includes: (1) minimum initial wage; (2) periodic increments for length of service; (3) payment for service		Maintenance allowance paid		

TABLE V (Continued)

Country	Nature of remuneration	Amount of remuneration	Manner of calculating	Whether includes subsistence allowance	When remuneration payable	Remarks
Spain (continued)		on vessels carrying dangerous cargo; (4) participation in cargo profit; (5) extra pay for 18 July and Christmas; (6) travel expenses if justified.				
Sri Lanka			Normal holiday pay calculated on basis of monthly wages			
Sweden		Same pay as seafarer earns on board	Also applies to any Sunday or holiday accruing during leave	Compensation for board and lodging paid in addition	Paid at time of taking leave	If employment on board terminates before leave can be taken, an equivalent compensation is paid.
Switzerland		1/30th monthly wage for each day of leave	Excluding overtime and other similar allowances	Daily allowance for food paid (S.Fr.10 per day)	Payable before holiday	
Tunisia		Habitual remuneration		Including food allowance		
Turkey		Calculated on basis of daily wage	Excluding overtime and other extras			

TABLE V (Continued)

Country	Nature of remuneration	Amount of remuneration	Manner of calculating	Whether includes subsistence allowance	When remuneration payable	Remarks
Ukrainian SSR ¹ United Kingdom (and Jamaica)		Remuneration determined by the rate of pay on articles	Daily rate on leave being 1/30th of monthly sea pay for officers and 1/7th of weekly rate for ratings	Food allowance of 6Op. per day for officers	Paid in advance of holiday	
United States ² Uruguay		Remuneration calculated on basis of wages at time of leave			At beginning of leave	In addition, seafarer receives vacation bonus of 45% of wages
Viet-Nam		Wages and allowances		Food allowance paid		Family and other similar allowances paid
Zambia		Full basic wage		For officers and cadets only subsistence allowance of EA sh 7/- paid	Payable in advance	

¹ In the Ukrainian SSR, the remuneration paid for ordinary leave is calculated on the worker's average earnings for the last 12 calendar months preceding the month on which he goes on leave. This procedure is applied irrespective of any transfer of the worker in the course of the 12 months to higher or lower paid employment. When a worker is employed for less than one year, payment for his day of leave is made on the basis of his average earnings for all complete calendar months of employment. Payment is made on the day before a worker goes on leave.

² In the United States, vacation benefits are paid when a seafarer goes off the vessel on vacation leave. In the case of plans providing for vacation payments, but not requiring the taking of vacation leave, vacation money may be collected any time a seafarer is off the vessel, or within two years following the last date of employment for which the benefits are payable. Payment is based on per diem wages, excluding overtime. For most licensed officers, a supplemental payment representing automatic overtime or non-watch standing allowance is incorporated in the computation of their vacation benefits. There are no subsistence payments in conjunction with vacation benefits.

TABLE VI

Country	Holidays must be taken at one time	In principle to be taken at one time, but in exceptional cases may be taken in parts	May be taken in parts	Minimum length of one part	Remarks
Argentina	Yes				
Australia			Leave to be taken on basis of two periods service/one period leave		At times mutually agreed between master and seafarer. In practice it has not been found difficult for seafarer and employer to arrive at mutually satisfactory arrangements for the taking of leave.
Bangladesh					Seamen are paid holiday pay in full at time of pay-off.
Barbados			One or two parts		
Belgium			Yes	No part less than 3 days	
Brazil			Under certain con- ditions specified under "remarks" column	7 days	At ports of call where vessel is making a long stay, instal- ments of leave may be granted to crew members resident there at their request and with consent of shipowner. Long stay means more than 6 days. Seafarers must apply for this in writing before beginning of voyage at registry or home port of vessel.
Canada					No provisions in legislation or collective agreements.

TABLE VI (Continued)

Country	Holidays must be taken at one time	In principle to be taken at one time, but in exceptional cases may be taken in parts	May be taken in parts	Minimum length of one part	Remarks
Costa Rica			Maximum of two parts, when agreed by parties, in virtue of special circumstances and type of work.		
Cyprus				Not less than 7 days must be continuous (public holidays excluded)	Children and young persons employed on board ship are authorised 18 days' leave after 6 months' continuous service on one ship, or ships of one shipowner.
Czechoslovakia		A worker must normally take the whole of his leave entitlement at one time, but in exceptional circumstances it may be granted in two or more parts.		When leave divided, one period must consist of at least 1 week.	
Denmark		Holiday to be granted consecutively. Where number of days' leave exceeds 18, may be divided into a maximum of two periods.		When leave divided, one period must consist of a minimum of 12 days.	
Ethiopia	Not covered specifically; presumably all leave must be taken at one time.				

TABLE VI (Continued)

Country	Holidays must be taken at one time	In principle to be taken at one time, but in exceptional cases may be taken in parts	May be taken in parts	Minimum length of one part	Remarks
Finland			<p>Legislation: may be divided in several parts, postponed or combined with subsequent holiday period under specific circumstances.</p> <p>Collective agreements: recommend that if trade permits, leave be granted in two parts.</p>	No minimum length specified	
France: (Ratings)			<p>An agreement of 1 June 1966 provides that a seafarer may not refuse to sign on a vessel if at the time fixed for signing on he has taken 3/4 of leave acquired during previous engagement; the part not used is added to next subsequent holiday.</p>		
Federal Republic of Germany		If possible, leave should be taken at one time. If split into parts, no minimum period is specified.			
German Democratic Republic			Yes	15 working days	

TABLE VI (Continued)

Country	Holidays must be taken at one time	In principle to be taken at one time, but in exceptional cases may be taken in parts	May be taken in parts	Minimum length of one part	Remarks
Ghana			Yes; a proportionate holiday is granted in respect of service whenever a seafarer is signed off a vessel.		
Greece	Yes				
India			Ratings: 1 day's leave for each 10 days' articulated service; 5 to 10 days' service, 1 day's leave; less than 5 days' service, no leave.		
Italy			Officers: pro rata. May be taken in one part	None	
Japan			Yes, may be taken in one part.	No minimum laid down	
Kenya			Yes, may be taken in two parts.		
Liberia					Varies from agreement to agreement.
Madagascar			As agreed between the two parties		
Mauritius			Yes. Depends on exigencies of vessel.		

TABLE VI (Continued)

Country	Holidays must be taken at one time	In principle to be taken at one time, but in exceptional cases may be taken in parts	May be taken in parts	Minimum length of one part	Remarks
Morocco			<u>Collective agreement:</u> either 1 or 2 parts.		
			<u>Legislation:</u> holiday may be granted in accordance with navigational requirements of vessel and necessities of maritime operations.		
Netherlands			Holiday allowance paid annually or at most in 2 parts, Second part to be paid no later than in June.		Total periodic leave owing must be granted after 8 months at the latest.
Nigeria			May be taken in parts at discretion of the master	No minimum indicated in collective agreement handbook	
Norway	Without consent of seafarer cannot be split in parts by shipowner				Without consent of seafarer, cannot be granted in a port away from port where seafarer engaged or domiciled.
Peru	Must be taken in 1 continuous whole				
Poland			May be taken in parts at seafarer's request	Not less than 10 days	

TABLE VI (Continued)

Country	Holidays must be taken at one time	In principle to be taken at one time, but in exceptional cases may be taken in parts	May be taken in parts	Minimum length of one part	Remarks
Portugal			May be taken in parts	Not less than 1/2 total number of days due	
Spain			May be taken in parts	Minimum of each part is 7 uninterrupted work-days	
Sri Lanka					Holiday pay is either taken in part during the course of the voyage or compensated by payment at the end of the voyage.
Sweden		Legislation specifies leave to be taken in 1 continuous period unless otherwise agreed between the parties	If leave entitlement exceeds 24 days, it may be granted in 2 instalments.	One instalment must be of at least 24 days	In practice, however, even single days of leave are taken by mutual agreement.
Switzerland		Holidays should be continuous. However, if permitted by service, can be taken in maximum of 2 parts.			
Turkey			An annual holiday of 1 month can only be taken in 2 parts by mutual agreement on condition that all of it be taken within the year concerned.		

TABLE VI (Continued)

Country	Holidays must be taken at one time	In principle to be taken at one time, but in exceptional cases may be taken in parts	May be taken in parts	Minimum length of one part	Remarks
Ukrainian SSR		Wage and salary earners granted leave once in working year. May be taken in instalments only as exceptional measure if the worker so requests.		7 days in case of adults; 15 days in case of persons under 18 years of age.	
United Kingdom: (Confederation of British Industry reply)			Leave during employment can only be taken as authorised by the master or accredited representative of the owners.	No requirement for leave, when taken in parts, to be of minimum period.	Leave following period of employment is normally taken to full extent of entitlement.
(National Union of Seamen reply)			No formal arrangements for the taking of leave exist except in the case of a ship in a foreign port where leave may be taken and set off against over-all entitlement.		
(Amalgamated Engineering Workers' reply)			The national agreement book does not make provision for the holiday period to be taken in parts or whether the whole should be the minimum period. As a trade union we always submit that an engineer officer is entitled,		

TABLE VI (Continued)

Country	Holidays must be taken at one time	In principle to be taken at one time, but in exceptional cases may be taken in parts	May be taken in parts	Minimum length of one part	Remarks
United Kingdom (continued)			and indeed, should take the whole of his annual leave and not have it broken in parts.		
United States (see text following table)					
Uruguay		Yes		10 days	To be taken in parts, provision must be included in collective agreement.
Viet-Nam		In principle, annual holidays should be taken in the most effective manner - as a whole for ratings, a minimum of 15 days at a time for officers.			
Zambia			May be taken in parts	No minimum time for each part	

In the United States, requirements for time limits on utilisation of vacation leave under plans requiring that paid vacation time be taken off ship vary with shipping and employment conditions. Rules regarding these are set by the labour-management agreements and the joint administrators of the vacation plans. While not mandatory, seafarers may take paid vacation leave in parts after notifying the head of the department, the master of the vessel or personnel office of the company in writing, specifying the number of days or trips he expects to be off the vessel. Vacation plans specifying lump-sum or supplemental payments for leave allowances do not require that the seafarer take leave. Under the SIU Atlantic and Gulf agreement, vacation payment is made in a lump sum. The seafarer may, but is not required to, take time off when he is not on articles, but he must ship through the union hiring hall on his return. Under the SIU Pacific District agreement, the seafarer may collect his accrued leave whenever he leaves his vessel, but vacation leave is not required. It may be noted that, under the shipping rules of the Pacific District unlicensed unions (Sailors' Union of the Pacific, Pacific Coast Marine Firemen's Union and Marine Cooks' and Stewards' Union), unlicensed seamen in seniority class A are entitled to seven months of employment on one vessel, and lower seniority classifications are permitted to work lesser periods on one vessel. On termination of employment, if they have 90 days' service or more in a year, they are permitted to collect vacation money. When they have completed the maximum permissible period of employment on one vessel, unlicensed seamen can again register within the pool of employees for dispatch to employment either to the same or a different company.

- (1) Any time limit imposed on the granting or taking of an annual holiday or part thereof after it is earned, including any limitations on the postponement or accrual of holidays.

According to information furnished by governments, such time limits on the granting of leave are imposed in a slightly larger number of countries than in those where they are not. Thus, on the basis of procedures followed in Australia (two periods of work, one period of leave) the only limit imposed is that a seafarer, unless otherwise mutually agreed, may not postpone taking leave for more than eight months after it falls due, and, in Barbados, such period is six months unless otherwise agreed by the chief labour officer. In Brazil, holidays must be taken within one year of acquiring entitlement. An officer in Belgium must be granted all leave to which he is entitled at the latest six months after the end of each period of two years' service. Annual leave with pay of ratings in that country is calculated on a calendar year basis. Eighteen months after the end of a calendar year, at the latest, a rating should have been granted all leave to which he is entitled for that period.

A seafarer in Costa Rica is permitted to accumulate annual leave only once, and then only when the nature of his duties makes his replacement difficult or impossible. Once a worker in that country has earned entitlement to leave, this must be granted by his employer within a period of 15 weeks thereafter; failing this, legal penalties may be exacted. Similarly, in Czechoslovakia, if a worker is unable to take his full leave entitlement during the year owing to urgent operational requirements or because the undertaking has failed to fix a date for it or because of some obstacle in his work, the undertaking is required to grant leave so that the total entitlement is taken by 30 April of the following year. The Federal Ministry of Labour and Social Affairs, in agreement with the central trade union authority concerned, may prescribe conditions in which crew members of specific vessels, either solely or partly on account of sea service, take their leave up to the end of the following year.

According to the legislative provisions in the German Democratic Republic, leave is to be granted within the calendar year on the basis of the established leave plan for each undertaking. Such plans take account of both the industry and the wishes of the worker concerned. In exceptional cases, due to conflicting interests or for personal reasons, leave may be postponed until not later than 31 March of the following year. An interruption of a worker's leave by the employer can only take place with the approval of the union.

According to the legislative provisions in the Federal Republic of Germany, annual holidays should be granted before the end of the year of service. When necessary for reasons of service, such as voyages longer than anticipated,

holidays in respect of two years can be combined. Adults after an absence of two years, and young seafarers of less than 16 years of age after an absence of one year from a German port are entitled to demand the granting of their total holiday earned up to that time. These delays may be extended up to three months if, during that period, the vessel is to call at a German port. According to the collective agreements in force in that country, if a holiday is not granted after 15 months of service, a seafarer is entitled to a supplementary holiday to be added to the regular entitlement and which continues to be added during additional months of service in which no holidays are taken. In addition, the seafarer concerned receives an increase in his basic wage. If service exceeds 16 months without a holiday, the seafarer may terminate his contract without notice.

Normally, postponement or accrual of leave beyond two years is not allowed in Ghana, Panama, Peru and Portugal, nor beyond one year in Japan. However, if a vessel of the latter country is on a voyage or it is necessary to carry out structural work on it, and permission of the competent authority is obtained, the shipowner may postpone the granting of holidays for the period of the voyage or work concerned for a maximum period of three months. In the Netherlands, total periodic leave owing must be granted after eight months at the latest. In case of the unavoidable interruption or deferment of the commencing date of the periodic leave, the shipowner must, within reason, make good any demonstrable damages due to this. As a rule in Poland, seafarers receive leave due within ten days of being transferred to a reserve crew; shipowners are required to grant leave to seafarers during the year in which it is earned. However, if a seafarer is unable to take leave due at an agreed time because of illness, military duty or maternity leave, the shipowner must grant such leave subsequently, but in no case later than two months after the end of the cause of such postponement. On request, a female seafarer must be granted annual leave immediately after maternity leave. The fact that a seafarer is unable to take his leave at the agreed time in no way deprives him of his leave entitlement.

In the Ukrainian SSR, annual leave may be postponed or prolonged -

- (a) if a wage or salary earner is temporarily incapacitated for work;
- (b) if he is discharging obligations toward the State or society;
- (c) in other cases provided by law.

It is forbidden to withhold or forgo annual leave for two consecutive years, or to withhold or forgo additional leave to which a worker is entitled as compensation for his harmful working conditions.

Vacation plans in the United States which require the taking of vacations with pay off the vessel have their mandatory requirements adjusted in the light of employment conditions. Licensed officers are required to take leave after the accumulation of 120 days of leave or 360 days of service, although, if operating conditions require, this may be extended to permit the accumulation of leave based on more extended periods of service up to two years. The National Maritime Union plan requires the taking of leave after 360 days of employment. The lump-sum benefits under the Seafarers' International Union Atlantic and Gulf agreement are paid annually. The benefits under the SIU Pacific agreement must be collected within two years following the last day of employment for which the benefits are payable.

In Uruguay, the date on which a seafarer's holiday is to begin must be communicated to the Inspector of Labour and Social Security 15 days in advance; for good reason, these dates can be changed at a maximum of two times a year.

An officer in Viet-Nam may accumulate holidays in respect of two years' service. At the end of this period, he must take at least 30 days' holiday, although the shipowner can delay the granting of such holiday until the annual lay up of the vessel. In such a case, the employment contracts of seafarers are terminated if their services are no longer required. In practice, by mutual agreement between the parties, remuneration in respect of annual paid holidays is paid to seafarers monthly in proportion to the number of months' service completed.

Regulations or practice in a number of countries provide that annual holidays must be taken in the calendar year following that in which holidays are

earned. Such is the case in Canada and Colombia. In the latter country, the excess over six days' holiday may be carried forward for up to two years (four in certain occupations) with the agreement of the parties concerned. Similar provisions exist in Denmark where, after the expiration of the holiday year, the holiday allowance is not payable. By mutual agreement, however, annual holidays may be added to those due for the next following holiday year. On the other hand, the Ministry of Commerce may permit the holiday allowance to be paid after the expiration of a holiday year where the circumstances render it excusable that the amount was not cashed in time or if otherwise warranted by the circumstances. As a general rule, permission for payment after expiration of the time limit is granted where, because of service, a seafarer has been precluded from taking holidays during the holiday year.

Annual leave is normally granted to officers in India on a yearly basis, and any balance of leave retained and accumulated up to 312 days (three years). Again, under Swedish legislation, the chief rule provides that leave should be granted during the year after it is earned. It may be taken earlier in agreement between the parties concerned. The legislation does not permit postponement beyond the year following the year earned. However, the shipowner may postpone the granting of leave for one year only if in agreement with the seafarer (i.e. one year longer than in the case of a worker ashore). By the terms of current collective agreements in that country, such postponed leave is compensated for by an increase in the length of leave entitlement. Similarly, in Tunisia, when annual leave is due it is granted on the first occasion permitted by the service. However, the granting of a holiday cannot be refused by a shipowner after 12 months' service.

In a number of countries, annual leave is granted by the ship's master in accordance with the operational requirements of the vessel. This is the case in Cyprus, Ethiopia and Greece, where, in the contrary event and at the option of the seafarer concerned, either the grant of leave is postponed to an appropriate time or the leave is deemed to have been granted, the corresponding remuneration being in that case paid to the seafarer. Every effort must in any case be made to avoid the commutation of leave for monetary payment. A similar provision is contained in the legislation of Finland, where the date for commencing leave must be notified at least one week in advance. A seafarer's right to recover remuneration for a period of annual leave is lost unless legal action is taken within two years from the end of the calendar year during which the annual holiday should have been granted. In exceptional cases, unused leave can be compensated in cash.

In Switzerland and Turkey, annual leave is granted by the shipowner at a time judged most appropriate by him, taking account of the requirements of the service and, as far as possible, the wishes of the seafarer.

In Mauritius, Nigeria and Sri Lanka, annual leave is granted upon termination of articles either as time off or as cash in lieu; in France, leave may be requested either by the seafarer or the shipowner after the necessary qualifying period required for leave entitlement has been met. In the Ivory Coast, leave may be taken at the time of signing off articles. If recruited abroad, seafarers are repatriated at the expense of the shipowner.

Finally, in a number of countries there is no time limit imposed on granting or taking an annual holiday or part of it after it is earned. This is the case in Argentina, Italy, Kenya, Liberia, Norway, Spain (except in navigation zones 2 and 3 where leave can be accumulated for a maximum of three years only) and Zambia. There is theoretically no legal provision or regulation regarding the accumulation or granting of annual leave in Madagascar. However, as shipowners in that country are obliged to renew crew lists once a year, an administrative operation of signing on and signing off must be carried out. At times, individual articles of agreement fix such limits. In these cases, the authority which automatically supervises the implementation of such contracts forbids continuous service of more than 14 months at a time.

In the United Kingdom (and Jamaica) also, no time limit is imposed on the granting or taking of an annual holiday entitlement. Where new articles are signed immediately upon termination of the old articles, however, leave due can only be carried forward to the new engagement by mutual agreement.

- (m) The method of fixing (regulations, collective agreement, mutual consent, request of seafarer, etc.) the time at which an annual holiday is to be taken.

Of the governments which provided information on this point, a number indicated that, in their countries, the shipowner or master of the vessel acting on his behalf decides the time at which a seafarer is to take his annual holiday, bearing in mind, in most cases, both the operating necessities of the vessel and, as far as possible, the desires and interests of the seafarer concerned. This is the practice in Barbados (14 days' notice), Brazil, Canada (where in many cases "time slots" are selected by the employer to be filled in by individual seafarers on a seniority basis), Cyprus, Federal Republic of Germany, Morocco, Netherlands, Norway (after consulting the seafarer), Sweden and Switzerland.

In several other countries, the time for taking annual leave is decided by agreement between the parties concerned, usually to the effect that leave will be granted at the earliest opportunity permitted by the navigational requirements of the vessel, or on the basis of a leave schedule in which the needs of the vessel and the interests of the seafarers are taken into account. This is the situation in Costa Rica, Denmark, Ethiopia, France (after four months' service in dry cargo vessels or three months in oil tankers), India (officers), Italy, Japan, Liberia, Panama, Portugal, Spain, Uruguay (bipartite committees) and Viet-Nam.

A similar if slightly different situation is found in other countries where the time for granting or taking annual leave is fixed by collective agreement or in negotiations between the shipowner(s) and trade unions concerned. This is the position in Czechoslovakia, Greece, Poland, Turkey, the USSR and the Ukrainian SSR.

Some other countries, such as Kenya and Madagascar, stated that annual holidays are granted at the seafarer's request. In the former country, if it is not possible to meet his request, a new date is mutually agreed. Also in Belgium, holidays of ratings are granted by the Director of the Seamen's Placement Office, taking account as far as possible of the wishes of each seafarer, whether of long or short periods. Holidays of officers in that country are also granted taking account of their wishes. The time at which an annual holiday can be taken is not fixed by a national agreement in the United Kingdom. Such time is generally at the option of the seafarer, always providing that the conditions of the articles of agreement have been satisfied and - in the case of seafarers on company service contract - with the company's consent.

Within the mandatory limits set out under paragraph (1) above, a seafarer in the United States has the option of deciding when to take his leave time. The time is arranged between the seafarer and the company. Also in Zambia, holidays are fixed upon the request of the seafarer at a time he desires, unless this is inconvenient to the company (due to lack of reliefs, ship's absence from East African coast, etc.), in which case, a new date is confirmed by mutual agreement.

In some countries, holidays are granted during certain periods of the year or in relation to a vessel's movements or expected movements. Thus, in Argentina, holidays must be granted during the period between 10 October and 30 April of the year following the year in which leave entitlement was earned. In France, the question concerning the time leave should be granted in relation to a vessel's movements to and from European ports is covered under paragraphs (d) and (e) above. In Portugal, the time of leave is decided by mutual agreement between the parties. Failing this, the shipowner decides, provided the period of leave granted falls between 1 May and 31 October or between 10 November and 30 April. A shipowner may decide that a seafarer should not take his holiday at the same time two years running.

As is indicated in response to other questions, the practice in some countries is for holidays to be taken at the time of a seafarer's discharge or when the vessel returns to its home port, etc. This is the case in Bangladesh, India (ratings), Mauritius and Nigeria.

Provisions contained in the legislation or collective agreements of a number of countries require that a period of notice be given in advance as to the time fixed for annual holidays. This is the case in Colombia (15 days), Czechoslovakia (14 days), Finland (at least one week), Netherlands (due notice) and Portugal (at least 30 days). In Sweden, a shipowner must notify a seafarer of the time his

leave is to be taken at a suitable interval in advance. A seafarer must request leave of the shipowner in writing; in accordance with the provisions of certain collective agreements, such written application must be made to the offices of the shipping company which should, whenever possible, communicate its decision at least 21 days in advance. Similar provisions are contained in the Tunisian National Shipping Co. regulations, under which a seafarer must request leave in writing at least 30 days in advance.

Finally, as also mentioned previously in this summary, in Australia leave is granted on the basis of two periods of work, one period of leave.

- (n) Whether a seafarer may be required without his consent to take an annual holiday at a port other than a port in the territory of engagement or a port in his home territory.

The great majority of governments which furnished information on this point replied in a simple negative. These include Barbados, Brazil, Czechoslovakia, Ethiopia, France, German Democratic Republic, Ghana, Italy, Jamaica, Japan, Liberia, Mauritius, Morocco (if the seafarer concerned is domiciled there or a native), Nigeria, Norway, Panama, Sri Lanka, Tunisia, Turkey, United Kingdom, United States, Viet-Nam and Zambia (officers).

Other governments furnished additional information on this point or qualified their replies in one or more respects. In Argentina and Brazil, among others, holidays must in principle be granted to seafarers at the port of engagement or the home port unless the parties agree that they be taken elsewhere. However, if the shipowner requires a seafarer to take leave in a port other than the port of engagement or the home port, he must pay travel and subsistence expenses. Such travel time is not deductible from leave entitlement. In Australia, the 1973 Maritime Industry Sea-going Award provides that, in circumstances which are specified, an employee who has worked for 13 weeks without leave may require his employer to return him at the employer's expense to his home port for purposes of taking leave. Similar provisions are in force in the Federal Republic of Germany, Netherlands, Spain and Sweden. When a seafarer in the Netherlands wishes to take leave in a port abroad, he must submit his request in writing. Polish seafarers are entitled to take annual leave in a Polish port. However, seafarers of that country employed on ships that do not call at home ports during a one-year period are entitled after one year of employment to travel at the owner's expense to the port of the vessel's registry in Poland. Such travel time is not deducted from leave. Under collective agreements in the Ukrainian SSR, a seafarer's leave may be granted in any Soviet port. The journey to the place where the shipping company is located (the place where the leave formalities are completed) is paid by the management. Travel time is not deducted from leave entitlement. In Kenya, no officer is required to take leave outside East Africa without his consent.

In a number of countries, the definition of "home port" is enlarged to include also the port where the voyage terminates, where the shipping company has its offices or where the seafarer was engaged. Thus, in the following countries, leave should be granted in one or other of such places unless there is agreement between the parties that leave be taken elsewhere: Belgium, Denmark, Finland and Portugal. Under Swiss legislation, the port considered most convenient to the seafarer must be chosen. In Bangladesh, the question does not arise, and in Italy, holidays must be granted either in the port of the ship's registry, the final port of a voyage or the port at which the seafarer signed on. In Uruguay, a seafarer's leave must be granted in the port of engagement; when it is granted in another national port, the shipowner must bear the cost of round-trip transportation to the port of engagement. Such travel time is not deducted from leave time.

- (o) The method of compensating a seafarer who leaves his employment before being able to take the annual holidays he has earned.

Most of the governments which furnished information concerning the law and practice in their countries regarding this point indicated that a seafarer who leaves his employment before being able to take the annual holidays he has earned

is compensated in cash in proportion to the time he has been employed. Generally, such compensation also includes subsistence, food or other allowances payable in addition to wages during leave periods. As is indicated in the information which follows, in some cases it is specifically laid down that the payment of compensation is contingent on the seafarer having completed the basic requirements needed to qualify for leave entitlement. Seafarers are compensated on termination for earned leave in the following countries: Argentina, Australia, Barbados (three months or more), Bangladesh, Brazil, Colombia (if service is six months or more), Costa Rica, Cyprus (where a seafarer has completed six months' continuous service in the same ship or ships belonging to the same shipowner and when he is discharged through no fault of his own), Denmark, Ethiopia, Finland, Ghana (if not discharged on disciplinary grounds), Greece, India, Italy, Kenya (but no subsistence paid), Jamaica, Madagascar, Mauritius, Morocco, Netherlands, Nigeria, Norway, Panama, Peru (if discharged by the shipowner or if engaged on a fixed-term or voyage contract), Poland (if a full year of employment has not been completed), Portugal, Singapore, Sri Lanka, Spain, Sweden, Switzerland, Tunisia, Turkey, United Kingdom, United States (assuming that the seafarer has served the minimum qualifying period), Uruguay, Viet-Nam and Zambia (no subsistence allowance paid in this case).

In the Ukrainian SSR, when a wage or salary earner is transferred from one undertaking to another, he may be granted leave before completing 11 months' service, or paid cash compensation, or have his leave carried over to a new job.

Legislation in the Federal Republic of Germany provides that holidays cannot be commuted for money except upon termination of a contract, and only if the prolongation of the former contract to include the holiday is not possible due to the conclusion of a new contract or for other reasons of service. The collective agreements in that country provide in some cases for payment in money of part of the holiday if this is agreed to in writing in advance. In Czechoslovakia, compensation in lieu of leave is permitted only if a worker is unable to take all the leave due to him by 30 April of the following year.

In the German Democratic Republic, the legislation provides that a worker leaving an undertaking should receive the portion of leave to which he is entitled. If such leave is not taken, the obligation is transferred to the next employer. Partial leave already taken and partial leave still due must be registered in the work book of the worker.

The Government of Canada refers to its reply under paragraph (d) above, and in Japan there are no statutory provisions concerning the question.

(p) Whether any agreement to relinquish the right to an annual holiday with pay or to forgo such holiday, for compensation or otherwise, is void or prohibited.

A number of governments replied simply that any such agreement is null and void in their countries. These were Barbados, Brazil, Costa Rica, Czechoslovakia, Denmark, France, Ghana, Greece, Italy, Japan, Mauritius, Norway, Panama, Poland, Portugal, Spain, Sweden, Switzerland, Tunisia, Turkey and Uruguay.

Several other governments furnished additional information or qualified their replies in one respect or another. Thus in Argentina, judicial decisions and legislative provisions prevent the relinquishment of rights which the law provides to the worker and nullify any agreements to the contrary. However, judicial decisions have held that leave earned but not taken cannot be commuted for money except when the contract is terminated or in case a worker has not been able to take the lapsed leave in the previous year due to lack of seniority. Similarly, in Belgium, the regulations provide that in principle holidays cannot be replaced by payment in lieu. However, if through exceptional circumstances it is not possible to grant a holiday, another arrangement may be made provided the parties agree. Again, in Colombia, the payment of compensation in lieu of annual holiday is prohibited, except that the Ministry of Labour may authorise the payment of compensation for the equivalent of up to half the leave earned in special cases involving the national economy or the well-being of the industry concerned. When a contract is terminated before a worker can take annual leave, he is compensated if the period worked is at least six months.

In Cyprus, where leave cannot be granted when due and requested because of the vessel's requirements, such leave may be postponed or paid in money at the request

of the seafarer; however, every effort must be made to avoid payment in lieu of leave. According to the provisions of collective agreements in Ethiopia, half the annual leave entitlement may be taken in cash and half as actual holiday time. Only in exceptional circumstances, when the service requires, may holidays be compensated in cash in Finland. Any agreement to relinquish holidays, remuneration or compensation is void.

In the Federal Republic of Germany, no action can be taken against the best interests of the workers concerned except by the provisions of collective agreements concerning all seafarers. However, it is no longer possible to amend collective agreements to the detriment of crews. According to the provisions of current collective agreements in that country, seafarers cannot be compensated for unused holidays unless the time between ending one contract and beginning another does not permit the taking of leave. Compensation in lieu of leave is prohibited in Jamaica. In Madagascar, the Maritime Administration does not authorise or agree to the signing of articles of agreement in which any provision concerning cash leave settlement is included. The legislation provides that such payments may be made only at the expiration of a contract. This question does not arise in Morocco where, as stated above, a seafarer's leave entitlement is automatically paid at the time he signs off a vessel or is transferred to another ship. However, as the taking of holidays is obligatory, a seafarer who signs off one ship may not embark on another until his full holiday entitlement has been taken. In Peru, a seafarer who is prevented by the shipowner from taking leave due to him receives triple compensation, and in the Ukrainian SSR it is forbidden to withhold or forgo annual leave for two consecutive years, or to withhold or forgo additional leave to which a worker is entitled as compensation for harmful working conditions.

In the German Democratic Republic, it is not possible to relinquish the right to an annual holiday, which is normally to be granted in time. Only in exceptional cases may compensation in cash be granted (such as invalidity, illness or quarantine) until the period of extended leave entitlement (31 March of following year).

In the United Kingdom, annual leave may be commuted by payment, but the collective agreement states that "every effort shall be made to avoid liquidation of leave by cash payment". Those plans in the United States which require the taking of vacation time off a ship do not permit of such payments in lieu of vacation except when operating and employment conditions may require departure from the rules. The plans providing for lump-sum or supplemental wage payments specifically permit such payments.

There is no prohibition of such agreements in Australia, Kenya, Viet-Nam and Zambia, but in the former country, trade union policy directs members to take all leave, as far as possible, as it becomes due. The efficient operation of the existing system (two periods work, one period leave) depends to a large extent on this being done.

In Bangladesh and Sri Lanka this question does not arise, and in the Netherlands and Nigeria there are no provisions concerning it.

- (q) Any existing rules or agreements with respect to cases in which a seafarer engages, during a period of holidays with pay, in a gainful activity conflicting with the purpose of the holiday.

In by far the largest number of countries, there are no restrictions imposed on what a seafarer can do during his holiday period. This is the case in Argentina, Barbados, Canada, Sri Lanka, Costa Rica, Ethiopia, Finland, Ghana, Greece, India (ratings), Italy, Jamaica, Japan, Liberia, Mauritius, Netherlands, Nigeria, Switzerland, Tunisia, Ukrainian SSR, United Kingdom and Viet-Nam. In Morocco and the United States, a seafarer is free to take employment during periods of leave except employment on board ship. There are no restrictions on such employment in Australia and France, but the trade unions oppose it. A similar situation exists in Kenya, where the shipping companies frown on such practice, and Madagascar, where there is no legislative prohibition of such work but where, in the case of "established" seafarers, there is a virtual obligation not to engage in lucrative employment during holidays as they may be recalled to service on a vessel at any time. A similar situation exists in Brazil, where the shipowner may cancel a

leave if such employment is undertaken. In Peru, officers may work 15 days and ratings 20 days during leave periods and receive extra pay accordingly. In Bangladesh, the question does not arise.

On the other hand, in several other countries such work is specifically prohibited or restricted in one or more ways. There are legislative prohibitions to this effect in Belgium, German Democratic Republic, Panama, Poland, Turkey and Uruguay. In Czechoslovakia, one undertaking may conclude a subsidiary employment relationship with a worker who is already in relationship with another undertaking only with the agreement of the latter. This also applies to workers on leave. If a seafarer in Denmark takes paid employment during his annual holiday, the Ministry of Commerce may require that a seafarer's holiday allowance, his pay during the holiday and the holiday supplement, for all or part of the holiday, be paid into the Holiday Fund. Legislation in the Federal Republic of Germany provides that a seafarer is not entitled to take up gainful employment during his annual holiday with pay. Those who do may be discharged by their employers without notice.

In India, officers are not permitted to take up employment when on leave, and in Portugal this is true for all seafarers unless permitted by the shipowner. If a Spanish seafarer works during his holiday, he must repay to the shipowner the leave remuneration paid to him. If a seafarer in Sweden works during his annual leave period, he forfeits his right to leave provided his employer brings charges. Otherwise, an employee is free to take paid work during his holiday period.

- (r) Effective measures taken to ensure the proper application and enforcement of provisions concerning seafarers' annual holidays with pay, by means of adequate inspection or otherwise.

All but a few of the governments which furnished information on this point indicated the existence in their countries of effective measures to ensure the application of provisions concerning seafarers' annual holidays with pay. Thus, in Argentina, the relevant legislation provides that the Secretary of Labour and Social Welfare, or the local authority acting on his behalf, must ensure the enforcement of the relevant provisions, and that employers under their jurisdiction are subject to fines of from 20 to 200 pesos for each infraction of the regulations. Under the terms of the collective agreements in Australia, seafarers are kept advised of their leave entitlement. If a seafarer queries what has been stated to be his leave entitlement, he may raise the matter with his union and officials of the union may inspect the relevant records in conjunction with the shipowners' representative. The award requires employers to keep detailed records of all payments, including salary, made to seafarers and of leave due and taken. The award also provides that such records are open to inspection by any duly accredited official of the union during specified hours. In addition, inspectors have been appointed under the applicable legislation, the functions of which include the enforcement of the various awards made by the Conciliation and Arbitration Commission. However, union vigilance and effectiveness in the Australian maritime industry is such that it would be uncommon for a member of the Arbitration Inspectorate to be involved in the enforcing of an award relating to the maritime industry.

In Barbados, the Chief Labour Officer is charged with enforcement of the Holidays with Pay Act, and any breaches of the Act may be reported to him, although in practice the port manager supervises the terms of agreements between shipowners and seafarers. Supervision of the provisions in Belgium is ensured by the Joint National Commission for the Merchant Marine. As employers in Brazil are subject to direct inspection by the Ministry of Labour and Social Welfare, they are required to keep up-to-date registers of employees in which full particulars are entered, including those relating to holidays, on pain of administrative fine. At the time of discharge of seafarers in Sri Lanka, masters comply with the articles of agreement, including those provisions concerning holidays. In Colombia and Turkey, the enforcement of the relevant provisions is the responsibility of the Ministry of Labour, whereas in Costa Rica and Spain, periodic inspections are carried out by the labour inspectorate. Disputes between a worker and his undertaking in Czechoslovakia are considered and settled by the courts; conciliation proceedings are carried out by the courts. Managers of undertakings who breach provisions of the labour laws are subject to disciplinary measures.

The general rule in Denmark, as mentioned earlier, is for a holiday allowance to be granted by way of holiday stamps or a holiday card. Administration of this system is the responsibility of the public authority. Any employer or other person who contravenes the regulations is subject to a fine. If a seafarer in Ethiopia files a complaint, the matter is investigated by the marine authority and a decision is given. Under the Decree of 1 July 1974 in Finland, which amended paragraph 16 of the Seamen's Annual Holidays Act, supervision of enforcement was transferred to the labour protection authorities. In France, the number of days of leave entitlement at the time of debarkation is entered in the seaman's book by the Merchant Marine Office. In case of legal action, a seafarer can request that conciliation proceedings be held before the Administrator of Maritime Affairs. In case such proceedings are unsuccessful, a citation may be issued and the case brought before the court concerned. Similarly, in the Federal Republic of Germany, claims go before the labour courts or arbitration boards. The reply by the trade union in that country stated that in practice there is no adequate inspection service to ensure full application and respect for the provisions concerning holidays with pay. In the German Democratic Republic, each manager of an undertaking is responsible to ensure the proper application and enforcement of leave provisions. According to the legislation, unions are entitled to control the application of these provisions, and the manager of an undertaking must provide the necessary information. Each worker may also obtain any necessary assistance from the union.

Enforcement of the relevant provisions in Ghana is ensured, in the case of ratings, by arrangements to grant holidays at the time of their discharge and by a system of leave rosters in the case of officers. In Greece, respect for the provisions of collective agreements is obligatory and penal sanctions are provided for infringement. Inspections are carried out by consular officials abroad, and by the port authorities in Greece. If ratings in India are not satisfied with their leave compensation, they can protest at the time of their discharge to the Shipping Master, who is the authority for ensuring that all money due is paid to seafarers at the time of discharge. Cases in respect of officers are referred by the shipowner (when considered necessary) to the Maritime Union of India for settlement. There is no inspectorate to enforce standards in Italy, but an appeal can always be made to the trade unions or the law. Under the legislative provisions in Jamaica, the Ministry of Labour and Employment gives authority to the labour officers to carry out inspections or inquiries which such officers may consider desirable for ensuring the proper observance of the Holidays with Pay Order. Vigilance on the part of the trade unions also ensures the proper application. Similar arrangements exist in Japan, where the inspections are carried out by the Mariners' Labour Inspectors, and where complaints may be lodged with the competent authority, the Mariners' Labour Inspectors or the Mariners' Labour Commission. In Liberia, any disputes are a matter for mediation under the provisions of the legislation.

Each regional maritime office, as well as the central maritime office in Madagascar keeps an individual record of each seafarer. The dates of signing on and signing off and all movements of each seafarer are included. From these records, the administration exercises supervision; it automatically acts as conciliator in any disputes which may arise concerning holidays. In Kenya, it has not been found necessary to introduce measures to ensure enforcement of the provisions concerning holidays with pay, as seafarers effectively look after their own interests in this regard. In Morocco, the Merchant Marine Service and the branch offices of this service in each port are responsible for verifying that the correct leave is granted to each seafarer and that he takes it. At the time of closing articles in Mauritius, the crew is asked by the superintendent of the Mercantile Marine, in the presence of the ship's master, whether they have been granted all annual leave due or pay in lieu thereof. The balance of wages due to the crew is paid in the superintendent's presence and the correctness or otherwise of the wages accounts is ascertained prior to their discharge. There are no provisions in the regulations in the Netherlands concerning this question. The comments furnished by the shipowners' and seafarers' organisations in that country are as follows: The effectuation of the rights to holidays with pay may be claimed by the person concerned through the usual channels for the enforcement of provisions in the field of labour legislation. Disputes about the interpretation of the collective agreement between the parties concerned are settled through arbitration or by the civil judge.

An offended seafarer in Nigeria may complain through his union to the Standing Joint Committee of the Nigerian Maritime Board, whose functions include inquiry into and, if possible, resolution of any dispute or difference referred to it in

connection with employment or discharge or arising during the employment of a registered seafarer. The Ministry of Labour may also inquire into complaints made to it. There is no provision for regular inspections. In Norway, there are no provisions laid down on supervision of seafarers being granted their leave entitlement, but it is assumed that the competent mustering authority checks that account is taken of holiday entitlements when pay is reckoned, and that seafarers will uphold their rights. In Panama, the Mercantile Marine Department of the Ministry of Labour and Social Welfare is responsible for applying and enforcing the legal provisions concerning holidays with pay and for labour inspection. In Poland, the trade union and labour inspectorate concerned are responsible for verifying that owners carry out their responsibilities under the regulations concerning the annual leave of seafarers. Any offence results in penal sanctions against the owner concerned, whereas in Portugal, a seafarer is entitled to triple the pay to which he would have been entitled in respect of leave not granted, plus a fine levied on the shipowner.

The right to annual leave in Sweden is considered a part of civil law. The labour market authorities exercise no direct supervision over compliance with the provisions of the legislation. Disputes under the act concerned are handled by the public courts. Disputes arising over provisions of the collective agreements are dealt with by the labour court. A court decision can imply an obligation to pay leave pay or compensation in lieu, and can further imply damages. Seafarers' unions offer their members assistance regarding annual leave in negotiations with employers and in litigations. Control in respect of Swiss vessels is exercised by the Office of Maritime Navigation; supervision, conciliation and arbitration are carried out by Swiss consulates at the time seafarers sign off articles. Recourse is also had to seafarers' unions in respect of disputes arising from the provisions of collective agreements. The engagement of seafarers provided for in the legislation of Tunisia permits the maritime authority to supervise the application of legislative provisions concerning the holidays with pay of seafarers in that country. In the USSR, enforcement of labour legislation is the responsibility of the trade unions and their technical and legal labour inspection services, which can impose fines on, or recommend the prosecution of parties found guilty of breaches of labour legislation.

In the United Kingdom, there are no measures taken other than a general oversight of seafarers' rights under the collective agreements by their unions, and in the United States the rules and administration of plans are jointly administered and enforced by the labour-management trustees of the fund and the union's shipping rules. In Uruguay, inspections are carried out on board ship in the same way as is done in the case of industrial or commercial undertakings. The number of holidays to which a seafarer is entitled in Viet-Nam is indicated in the monthly pay sheet kept by the shipowner and the "annual holidays with pay book" on board each vessel. The Government of Zambia stated that no control measures are necessary in that country as "the seafarers don't let you forget when holidays are due".

(s) The extent to which time off in port is counted against leave

The overwhelming majority of governments replied to this point by stating that, in their countries, time off in port is not counted against the annual leave entitlement of seafarers. These include the following: Argentina, Australia, Bangladesh, Belgium, Brazil, Costa Rica, Czechoslovakia, Denmark (normally not), Ethiopia, Finland, Federal Republic of Germany, Ghana (if less than 48 hours' duration), Greece, India (ratings), Italy, Jamaica, Japan, Kenya, Madagascar (unless otherwise agreed by the parties), Norway, Poland, Portugal, Sri Lanka, Sweden, Ukrainian SSR, Viet-Nam and Zambia (usually not). As a general rule, time off in port is granted to seafarers on Swiss vessels to compensate for Saturdays and Sundays worked at sea, and is therefore not deducted from annual leave. Similarly, in Morocco and Tunisia, weekly rest days may be accumulated and taken as time off in port. According to the provisions of the collective agreements in the United Kingdom, periods of time off in port of less than 72 hours in foreign-going vessels and 48 hours in home trade vessels do not count against the amount of leave due. There are exceptions to this rule, i.e. when an officer has a period of 24 hours (midnight to midnight) or more free of duty in port at his option. Such periods may be counted against an officer's total leave entitlement, including leave earned for Saturdays, Sundays and public holidays spent at sea, up to a maximum of one day's leave per five days served being granted this way. In the United States, the one working day off in port allowance on completion of a voyage is not offset against vacation leave allowances with pay. In the case of fast turn-around vessels for

which the additional four days for 30 worked applies, time taken off in port is charged against the additional 4-for-30 vacation (National Maritime Union agreement).

In most cases in Canada, seafarers accumulate leave in port credits in addition to annual holiday entitlement. Generally, this time off in port is not counted against annual leave and is specified in collective agreements, as for example: "Time off duty not exceeding a total of 50 days shall be included in the computation of service for annual leave" or "Time off duty on account of bona fide cases of illness or to attend committee meetings not exceeding 60 days shall not be deducted from service when calculating time for vacation purposes". Time off in port of officers on Indian vessels is arranged by mutual agreement between the officers of each vessel concerned, whereas in the Netherlands there are no provisions in the regulations concerning this question. However, the reply from the shipowners' and seafarers' organisations, which was forwarded by the Government of that country, stated that, according to the provisions of collective agreements in force, annual leave must be granted to seafarers in the Netherlands but that, at the written request of the persons concerned, the shipowner may permit them to take their holidays elsewhere. In such cases, the leave may be taken in port either in the form of periodic leave or as compensatory leave (compensation for Saturdays and Sundays spent abroad). In Liberia and Panama, time off in port is usually counted against leave. In Mauritius, periods of time off in port of one half-day or more are counted against a seafarer's annual leave, whereas in Nigeria, all time off in the home port is so deducted. In Spain, the question of whether such time off is deducted depends upon the circumstances in each case.

CHAPTER III

ANALYSIS OF THE REPLIES OF GOVERNMENTS IN THE LIGHT OF THE PROVISIONS OF CONVENTIONS NOS. 91 AND 132

Question 1

Of the 57 governments which furnished substantial replies to the questionnaire, a large majority (43) indicated the existence in their countries of statutory provisions in respect of holidays with pay for seafarers, whether these be provisions which apply to seafarers specifically and separately (20) or to workers in general, including seafarers (23). On the other hand, 11 governments, including several important maritime countries, indicated that no such statutory provisions exist in their countries and, in most cases, stated that this question is regulated by the provisions of collective agreements concluded by the shipowners' and seafarers' organisations concerned.

Article 1, paragraph 1, of Convention No. 91 states that the Convention applies to every sea-going mechanically-propelled vessel, whether publicly or privately owned, engaged in the transport of cargo or passengers for the purpose of trade and registered in a territory for which this Convention is in force. Paragraph 2 of this Article states that national laws or regulations shall determine when vessels are to be regarded as sea-going vessels. Paragraph 3 exempts certain types of vessels from the scope of the Convention, and paragraph 4 states that national laws or regulations or collective agreements may provide for the exemption from the provisions of this Convention of vessels of less than 200 grt.

Article 1 of Convention No. 132 states that the provisions of this Convention, in so far as they are not otherwise made effective by means of collective agreements, arbitration awards, court decisions, statutory wage-fixing machinery or in such other manner consistent with national practice as may be appropriate under national conditions, shall be given effect by national laws or regulations.

Question 2(a)

It has been seen from the information given in Chapter II of this report that, in some 41 countries, the method employed for giving effect to standards concerning holidays with pay for seafarers is by the terms of collective agreements concluded between shipowners' and seafarers' organisations. This total is obtained by grouping those countries (18) in which the basic requirements in this field are laid down in the legislation but the detailed regulations concerning procedures to be followed in granting such holidays are covered by collective agreements and those countries (23) in which effect is given by collective agreements alone. In six other countries, effect is given to these standards by the provisions of the legislation; in one by means of awards or industrial tribunals or similar bodies and by collective agreements; in another by court decisions and by the intervention of officials of the labour administration; and in another by means of company regulations.

It would appear that the provision contained in Article 1 of Convention No. 132 (referred to above under question 1) would cover most, if not all, of the different methods of implementation used in the various countries.

Question 2(b)

It has been seen that in 15 countries the standards concerning seafarers' holidays are of a general nature applying to all seafarers; that in 13 countries the standards vary according to the seafarer's position; that in another three the standards vary according to the size of the vessel, its trade route or both; that in nine countries the holiday entitlement depends upon both the position of the seafarer concerned and the trade route or type and size of the vessel concerned and, in some cases, the number of years' service of the seafarers; that in one country (in which service is mainly on a seasonal basis) the length of holiday entitlement is governed by geographical location of the vessel, number of years' service and consecutive years of service; and in another country entitlement is based upon the number of years of employment and the level of educational attainment.

Article 2 of Convention No. 91 states that the Convention applies to every person who is engaged in any capacity on board a vessel (as defined in Article 1) except certain specified persons such as pilots and doctors who are not members of the crew, and others. Paragraph 2 of this Article states that the competent authority may, after consultation with the organisations of shipowners and seafarers concerned, exempt from the application of the Convention masters, chief navigating officers and chief engineers who, by virtue of national laws or regulations or collective agreements, enjoy conditions of service which are not less favourable in respect of annual leave than those required by the Convention.

Paragraph 1 of Article 2 of Convention No. 132 provides that this Convention applies to all employed persons with the exception of seafarers. Paragraph 2 provides that in so far as necessary, measures may be taken by the competent authority or through the appropriate machinery in a country after consultation with the organisations of employers and workers concerned, where such exist, to exclude from the application of this Convention limited categories of employed persons in respect of whose employment special problems of a substantial nature, relating to enforcement or to legislation or constitutional matters, arise. Paragraph 3 provides that each Member which ratifies the Convention must list in the first report on the application of the Convention submitted under article 22 of the Constitution of the International Labour Organisation any categories which may have been excluded in pursuance of paragraph 2 of this Article, giving the reasons for such exclusion, and state in subsequent reports the position of its law and practice in respect of the categories excluded and the extent to which effect has been given or is proposed to be given to the Convention in respect of such categories.

Question 2(c)

It will be recalled that in Chapter II the information supplied by governments concerning the minimum leave entitlement of seafarers in their countries was given in tabular form under five groupings:

- (i) those in which the standards apply to all seafarers;
- (ii) those in which the standards vary according to the seafarer's position;
- (iii) those in which the standards vary according to the trade route of the vessel;
- (iv) those in which leave entitlement depends upon the seafarer's position and the vessel's trade route; and
- (v) all others.

Within the first category, and assuming leave entitlement for all countries concerned on an annual basis (even though in some leave is granted on the basis of shorter periods of service), the following conclusions may be drawn:

- 22 weeks after 30 weeks' employment - 1 country (includes compensatory leave for Saturdays, Sundays and public holidays worked)
- 30 days' leave - 4 countries (in one case, this includes both annual leave and compensatory leave for Sundays at sea)
- 24 days - 2 countries
- 22 days - 1 country
- 20 days - 1 country
- 18 days - 2 countries
- 16 days - 1 country
- 15 days - 1 country
- 14 to 21 days - 1 country
- 2 calendar weeks - 1 country
- 12 days - 2 countries

It is not clear in a number of cases whether the leave entitlement is based upon working days or calendar days, so that exact comparisons are difficult. In some cases, these amounts are increased because of years of service, educational attainment or other factors.

Within category (ii) (those countries in which entitlement varies according to the seafarer's grade), a summary comparison is made difficult because of variations in the methods of computation employed and special factors. However, the following summary of officers' leave entitlements in such countries may be attempted:

132 days - 1 country

108 days - 1 country (28 days coastal trade)

84 to 128 days (depending upon grade) - 1 country

120 calendar days - 1 country

95 to 115 days (depending upon grade) - 1 country

104 days - 1 country

24 to 60 days (depending upon grade) - 1 country

45 days - 1 country

24 to 38 days (depending upon grade and length of service) - 1 country

24 or 36 consecutive days (depending upon whether or not on work schedule)
- 1 country

23 days - 2 countries

21 or 24 days (depending on grade) - 1 country

18 days - 4 countries

12 days - 1 country

In a number of cases, the above leave entitlements include compensatory leave for weekends and public holidays worked at sea.

Leave entitlement in respect of ratings in this category of countries is as follows:

108 days - 1 country

61 days - 1 country

48 days - 1 country

36 days - 2 countries

28 days - 1 country

24 or 36 days (depending on whether or not on work schedule) - 1 country

30 days - 1 country

28 days - 1 country

24 days - 3 countries

18 days - 2 countries

12 days - 3 countries

8 days - 1 country

In one country, seafarers employed on vessels navigating in smooth or partially smooth waters among domestic ports receive 12 days' leave, others receive 25 days' leave.

Again, it is very difficult to present a meaningful summary of provisions concerning the leave entitlements of seafarers in those countries in which such entitlements depend on the position of the seafarer and, in some cases, his length of service and the vessel's trade route or type and size. It may be said, however, that on the basis of information given in Chapter II, such entitlements are in no case indicated as being less than 12 days' leave per year of service in the case of ratings and 18 days in the case of officers, and up to 180 days' leave per year of service in at least two countries. It would appear that in most of these countries leave entitlement ranges between 20 and 40 days per year of service, depending upon a number of factors as given in detail above. In those countries in which seafarers' leave entitlements do not fit the categories already mentioned, such entitlements vary between 14 and 26 days per year of service.

In five countries, special leave provisions are made in respect of young seafarers, whereas in nine others no special arrangements are made.

Paragraph 1 of Article 3 of Convention No. 91 provides that every person to whom the Convention applies is entitled, after 12 months of continuous service, to an annual vacation holiday with pay, the duration of which must be -

- (a) in the case of masters, officers and radio officers or operators, not less than 18 working days for each year of service;
- (b) in the case of other members of the crew, not less than 12 working days for each year of service.

Article 3 of Convention No. 132 provides that:

- (i) every person to whom the Convention applies is entitled to an annual paid holiday of a specified minimum length;
- (ii) each Member which ratifies the Convention must specify the length of the holiday in a declaration appended to its ratification;
- (iii) the holiday may in no case be less than three working weeks for one year of service; and
- (iv) each Member which has ratified the Convention may subsequently notify the Director-General of the International Labour Office, by a further declaration, that it specifies a holiday longer than that specified at the time of ratification.

Question 2(d)

From the information given in Chapter II, it would appear that in 24 countries, seafarers' holiday entitlement in respect of service of less than one year is calculated on a pro rata basis. In 13 other countries, a seafarer must be employed for minimum periods of time before he can qualify for leave. These periods vary from one to eight months, but in six countries the qualifying requirement is six months' employment. In the case of both those countries in which leave entitlement in respect of service of less than one year is calculated on a simple pro rata basis and those in which a minimum qualifying period of employment is required, a number have additional requirements such as that qualifying periods of employment must be on the same ship or with the same shipowner, or that termination of employment takes place through no fault of the seafarer concerned, etc. In one country, qualifying periods of employment for purposes of leave entitlement vary according to the type of vessel and trade route concerned and, in the case of at least three countries which reported on this, leave entitlement in respect of service of less than one year is compensated in cash.

Paragraph 2 of Article 3 of Convention No. 91 provides that a person with not less than six months of continuous service is, on leaving such service, entitled in respect of each complete month of service to one-and-a-half working days' leave in the case of a master, officer or radio officer or operator, and one working day's leave in the case of another member of the crew. Paragraph 3 of this Article

provides that a person who is discharged through no fault of his own before he has completed six months of continuous service is, on leaving such service, entitled in respect of each complete month of service to one-and-a-half working days' leave in the case of a master, officer or radio officer or operator, and one working day's leave in the case of another member of the crew.

Paragraph 1 of Article 4 of Convention No. 132 provides that a person whose length of service in any year is less than that required for the full entitlement prescribed in the preceding Article 3 is entitled, in respect of that year, to a holiday with pay proportionate to his length of service during that year. Paragraph 2 of this Article states that the expression "year" in paragraph 1 of this Article means the calendar year or any other period of the same length determined by the competent authority or through the appropriate machinery in the country concerned.

Question 2(e)

From the information furnished in Table IV of Chapter II, it is seen that the requirements in the various countries concerning the length and continuity of service for entitlement to any holiday with pay at all vary widely, ranging from eight days to 12 months, with a six-month requirement in six countries and a 12-month requirement in seven.

The provisions of Convention No. 91 concerning this matter have been referred to under question (d) above.

Paragraph 1 of Article 5 of Convention No. 132 provides that a minimum period of service may be required for entitlement to any holiday with pay. Paragraph 2 provides that the length of any such qualifying period should be determined by the competent authority or through the appropriate machinery in the country concerned, but should not exceed six months. Paragraph 3 provides that the manner in which length of service is calculated for the purpose of holiday entitlement should be determined by the competent authority or through the appropriate machinery in each country.

Question 2(f)

According to the information supplied by governments, in some 13 countries length of service for the purpose of calculating leave entitlement is done on the basis of the actual time seafarers are on articles, that is the period from signing on to signing off. In respect of another five countries, this is also the practice in respect to service of certain vessels. In another four countries, the method of calculation employed depends upon the type of contract under which a seafarer is serving and, in the case of two other countries, the governments concerned referred to the qualifying periods mentioned under question (c) above. In one country, the holidays of officers are not deducted at the time of calculating effective work time for purposes of leave, and the leave entitlement of ratings is calculated on the basis of effective work time plus time due for public holidays and weekends worked. Such is also the method employed in respect of all seafarers in another country. In one country, any day on which work exceeds four hours, and any Sunday or holiday on which any work is done is counted as a full work day for purposes of calculating annual leave, whereas in another country, actual work time, as well as any period in which a worker is not employed but his job is kept open for him, and any period in which he is incapacitated for work but the job is kept open for him and he is paid state social insurance benefits all count as qualifying periods for the grant of leave.

It has further been seen that in the case of at least seven countries the governments of which replied to this point, service off articles is included in the reckoning of continuous service and, in the case of several others, this is also the practice in respect of certain categories of seafarers or in respect of service on certain vessels or that carried out under certain contracts. In one country, the parties enjoy full freedom to determine this question and, in another, periods between embarkation are not taken into account in calculating leave.

Paragraph 4(a) of Article 3 of Convention No. 91 provides for service off articles to be included in the reckoning of continuous service for purposes of calculating leave.

In reply to the question of how changes from one vessel to another affect the calculation of a seafarer's leave, six governments replied that such changes have no effect, and another eight governments stated that this is also the situation in their countries provided the transfers are between ships owned by the same ship-owner or group of owners. In one of these cases, the type of contract under which a seafarer is employed plays a role. In at least two countries that replied to this point, a transfer between ships belonging to different owners cancels a seafarer's accumulated leave in respect of service on the first vessel.

As to the manner in which short interruptions of service affect the calculation of leave, in at least four countries such interruptions have no effect, and in another 11 this is also the situation if such interruptions (in some cases within certain specified limits) are due to certified illness, medical care required as the result of an industrial accident or for other periods of incapacity over which the seafarer has no control.

Subparagraph 4(b) of Article 3 of Convention No. 91 provides that short interruptions of service not due to the act or fault of the employee and not exceeding a total of six weeks in any 12 months are not deemed to break the continuity of the periods of service which precede and follow them.

Paragraph 4 of Article 5 of Convention No. 132 provides that, under conditions to be determined by the competent authority or through the appropriate machinery in each country, absence from work for such reasons beyond the control of the employed person concerned as illness, injury or maternity should be counted as part of the period of service.

It has been seen in Chapter II that ten governments indicated that changes in the management or ownership of a vessel do not, in their countries, affect the manner in which length of service is calculated for qualifying for seafarers' holidays with pay.

Subparagraph (c) of paragraph 4 of Article 3 of Convention No. 91 provides that continuity of service is not deemed to be interrupted by any change in the management or ownership of the vessel or vessels in which the person concerned has served.

Question 2(g)

From the information supplied by governments in reply to the questionnaire, it would appear that in 23 countries public and customary holidays which occur during the working year are not counted as part of the minimum annual holiday with pay; that in another seven countries (depending in some cases on the seafarer's position), public and other such holidays which occur during the working year are counted as days of service for the purpose of calculating the annual holidays of seafarers; and that in another six they are so counted if they are worked.

Furthermore, in 12 countries, public and customary holidays which occur during a seafarer's annual holiday are not counted as a part of such holiday time, whereas in another nine countries they are so counted.

Paragraph 5 of Article 3 of Convention No. 91 provides that the following should not be included in the annual vacation holiday with pay:

- (a) public and customary holidays;
- (b) interruptions of service due to sickness or injury.

Paragraph 1 of Article 6 of Convention No. 132 provides that public and customary holidays, whether or not they fall during the annual holiday, should not be counted as part of the minimum annual holiday with pay prescribed in Article 3, paragraph 3, of this Convention. Paragraph 2 of this Article provides that under conditions to be determined by the competent authority or through the appropriate machinery in each country, periods of incapacity for work resulting from sickness or injury may not be counted as part of the minimum annual holiday with pay prescribed in Article 3, paragraph 3, of this Convention.

Question 2(h)

It would appear from the information supplied by governments that, in at least 12 countries, maximum periods of interruption of service, which do not constitute a break in the continuity of periods of service which precede or follow them in so far as qualifying service for leave is concerned, are not laid down. In four other countries, seafarers earn leave entitlement only when they are on articles. In two countries, the maximum period of interruption of service is six weeks; in three others, three months; in one other, four months; and in another such maximum periods depend upon the cause of the interruptions concerned. In two countries, the question is not applicable, and in five others there are no specific provisions concerning this matter.

Question 2(i)

It would appear from the information contained in Chapter II that in at least 18 of the countries whose governments replied to this question, seafarers are entitled to leave for professional training in addition to their annual holidays with pay. In some of these countries, the provisions apply only to officers or cadets, and the length of leave given and the amount of wages or allowances paid depend upon the type of training involved. In 11 countries, there are no provisions for the granting of such leave.

Question 2(j)

Only two governments furnished information concerning the nature of the remuneration paid to seafarers in respect of an annual holiday: one of these stated that such remuneration is paid in cash, the other that it is paid in the form of "holiday stamps or cards". As to the amount of remuneration paid, 26 governments stated that in their countries seafarers receive regular wages in respect of periods of leave; seven that such payments consist of regular wages and allowances; two that they consist of average earnings; one that they equal 14.67 per cent of the seafarer's previous year's remuneration; one that they equal 13.67 per cent of such remuneration; another that they are equivalent to 12.67 per cent of gross annual remuneration; and another that they equal 9.5 per cent of the seafarer's wages. Finally, in one country the amount of remuneration consists of a holiday allowance plus 6 per cent of the seafarer's current monthly wage at the time of payment.

As to the manner of calculating such remuneration, of the governments which furnished information on this point, three stated that a seafarer in their countries is paid for each day of leave one-thirtieth of his monthly wage, and three others indicated that such remuneration is calculated on the basis of current wages paid at the beginning of the period of leave. Such remuneration is calculated on the basis of a seafarer's average wages during the previous three-month period in another, and during the previous year in three others. In two countries, payments for overtime and for duties limited strictly to the ship's operation are excluded from such remuneration, and in another it is supplemented by an allowance for service in excess of two years.

From the information received from governments, it would appear that in 30 countries seafarers on leave are paid a subsistence or food allowance, that in five countries they are not, and that in one country there are no rules on this question.

As to when holiday compensation is payable, in some 18 countries this must be done before the holiday starts or when it begins. In one of these, the payment is to be made one month in advance, and in another 14 days in advance. In three countries it is reported that holiday compensation is paid on regular paydays, but in two of these a seafarer going on leave may request payment in advance. In two countries at least such compensation is paid at the time of discharge.

Paragraph 1 of Article 5 of Convention No. 91 provides that every person taking a vacation holiday in virtue of Article 3 of this Convention must receive in respect of the full period of the vacation holiday his usual remuneration. Paragraph 2 of this Article provides that the usual remuneration payable in virtue of the preceding paragraph, which may include a suitable subsistence allowance, should be calculated in a manner to be prescribed by national laws or regulations or fixed by collective agreement.

Paragraph 1 of Article 7 of Convention No. 132 provides that every person taking the holiday envisaged in this Convention must receive, in respect of the full period of that holiday, at least his normal or average remuneration (including the cash equivalent of any part of that remuneration which is paid in kind and which is not a permanent benefit continuing whether or not the person concerned is on holiday) calculated in a manner to be determined by the competent authority or through the appropriate machinery in each country. Paragraph 2 of this Article provides that the amounts due in pursuance of paragraph 1 must be paid to the person concerned in advance of the holiday, unless otherwise provided in an agreement applicable to him and the employer.

Question 2(k)

Only three governments replied that in their countries seafarers' holidays must be taken at one time. One stated that such holidays must be granted in a single period to those seafarers who are less than 18 or more than 50 years of age; another, that while this matter is not specifically covered, it is presumed that holidays must be taken at one time; and finally, in one country such holidays may not be split by the shipowner. However, in a number of other countries, such holidays should in principle be taken at one time and only in exceptional cases may they be taken in parts. In three of these, the instalments may not exceed two in number; and in another two holidays may be taken in parts only if this is agreed upon by the parties concerned or done at the specific request of the seafarer. In one country, holidays are to be granted in the most effective manner - as a whole for ratings and in instalments of not less than 15 days each for officers.

Some 15 governments replied simply that seafarers in their countries may take their holidays in parts; another seven replied similarly but stated that such parts may not exceed two in number; one each that this is a matter to be settled by the parties concerned or at the discretion of the master; and one that no formal arrangements exist concerning this matter. In a number of countries, the dispositions made in each case depend upon the operating requirements of the vessel as determined by the master.

As to the question of whether any one part (where leave is permitted to be taken in parts) must consist of a minimum length, six governments replied in the negative; another five that the minimum length of any one part in their countries is seven days (in one of these the minimum is 15 days in the case of young persons under 18 years of age); and one each that the minimum length applicable in their countries is three, ten, 12 and 24 days respectively. One government replied that not less than one half of the total days of holiday due must be taken by seafarers in its country.

Paragraph 6 of Article 3 of Convention No. 91 states that national laws or regulations or collective agreements may provide for the division into parts of an annual vacation holiday due in virtue of the Convention or for the accumulation of such a vacation holiday due in respect of one year with a subsequent vacation holiday.

Paragraph 1 of Article 8 of Convention No. 132 provides that the division of the annual holiday with pay into parts may be authorised by the competent authority or through the appropriate machinery in each country. Paragraph 2 of this Article provides that, unless otherwise provided in an agreement applicable to the employer and the employed person concerned, and on condition that the length of service of the person concerned entitles him to such a period, one of the parts must consist of at least two uninterrupted working weeks.

Question 2(l)

It has been seen from the information provided under this question in Chapter II that no clear pattern is discernible in the various countries concerning time limits imposed on the granting or taking of leave after it is earned. Indeed, such time limits are imposed in only slightly more than half of the countries in respect of which the governments concerned replied to the questionnaire, and even where imposed vary to such an extent (from two months to three years) that no valid conclusions appear possible. It would seem that in most countries the general principle or objective followed is that annual leave should be taken by seafarers during the year in which it is earned if this is possible in view of the operational necessities of the vessel concerned and, if not, during the calendar

year following. It is also seen that in some countries, if the granting of annual leave to seafarers is postponed beyond stated limits, the seafarers are compensated by the grant of extra leave or in some other manner. In a few countries, if a certain period expires before leave can be granted, it is assumed that the leave has been taken and seafarers concerned are compensated in cash, although this practice appears to be discouraged as far as possible.

Paragraph 1 of Article 4 of Convention No. 91 provides that when an annual vacation holiday is due it must be given by mutual agreement at the first opportunity as the requirements of the service allow. Paragraph 7 of Article 3 provides that national laws or regulations or collective agreements may, in very exceptional circumstances when the service so requires, provide for the substitution for an annual vacation holiday due in virtue of this Convention of a cash payment at least equivalent to the remuneration provided for in Article 5 of this Convention.

Paragraph 1 of Article 9 of Convention No. 132 provides that the uninterrupted part of the annual holiday with pay referred to in Article 8, paragraph 2, of this Convention must be granted and taken no later than one year, and the remainder of the annual holiday with pay no later than 18 months from the end of the year in respect of which the holiday entitlement has arisen. Paragraph 2 of this Article provides that any part of the annual holiday which exceeds a stated minimum may be postponed, with the consent of the employed person concerned, beyond the period specified in paragraph 1 of this Article and up to a further specified time limit. Paragraph 3 of this Article provides that the minimum and the time limit referred to in paragraph 2 of this Article should be determined by the competent authority after consultation with the organisations of employers and workers concerned, or through collective bargaining or in such other manner consistent with national practice as may be appropriate under national conditions.

Question 2(m)

It has been seen that in some ten countries the shipowner (or master) decides the time at which a seafarer is to take his annual holiday, bearing in mind in most cases both the operating necessities of the vessel and, as far as possible, the interests of the seafarer concerned, and that in another 19 countries such time is decided by mutual agreement between the parties concerned or by the terms of collective agreements or negotiations between the organisations of shipowners and seafarers.

In four countries such holidays are granted at the seafarer's request, which is also the case in another country provided that the conditions of the articles of agreement have been satisfied and, in the case of seafarers on a certain type of contract, with the company's consent.

In two countries, seafarers' holidays must be granted during certain periods of the year, and in four others (in one of these for ratings only) at the time of a seafarer's discharge. Finally, in seven countries, a period of notice must be given either by the shipowner or the seafarer of when leave is to be granted or taken.

The provisions of Convention No. 91 on this matter have been referred to under question 1 above. These are contained in paragraph 1 of Article 4, which provides that when an annual vacation holiday is due it should be given by mutual agreement at the first opportunity as the requirements of the service allow.

Paragraph 1 of Article 10 of Convention No. 132 provides that the time at which the holiday is to be taken shall, unless it is fixed by regulation, collective agreement, arbitration award or other means consistent with national practice, be determined by the employer after consultation with the employed person concerned or his representative. Paragraph 2 of this Article provides that, in fixing the time at which the holiday is to be taken, work requirements and the opportunities for rest and relaxation available to the employed person should be taken into account.

Question 2(n)

It has been seen that in at least 26 countries a seafarer may not be required without his consent to take an annual holiday at a port other than a port in the

territory of engagement or a port in his home territory. In one country, if a seafarer wishes to take leave abroad, he must submit his request in writing. In five countries, if a seafarer is required by the shipowner to take leave abroad, he must be paid travel and subsistence allowances to cover a return trip to his own country without the time involved being deducted from leave due. In a number of countries, a seafarer may take leave abroad if this is agreed to by the parties concerned and, in another, if the vessel on which the seafarer serves fails to call at a port in the home country during a one-year period, his return trip is paid to that country by the shipowner. In some four countries, the term "home port" is defined as the port where the voyage terminates, where the shipping company has its offices or where the seafarer concerned was engaged. In another country, the place chosen for leave is that considered most convenient to the seafarer.

Paragraph 2 of Article 4 of Convention No. 91 provides that no person may be required without his consent to take the annual vacation holiday due to him at a port other than a port in the territory of engagement or a port in his home territory. Subject to this requirement, the vacation holiday must be given at a port permitted by national laws or regulations or collective agreement.

Question 2(o)

In some 41 countries, a seafarer who leaves his employment before being able to take the annual holidays he has earned is compensated in cash on a pro rata basis. In one of these, the service must have been of six months' duration, which is also the case in another country where the service must have been continuous and on the same ship or ships belonging to the same shipowner, and provided the seafarer is discharged through no fault of his own. Such compensation is paid in another country if the seafarer is discharged by the shipowner or is engaged on a fixed-term or voyage contract. In another country, such compensation is paid if the seafarer concerned has served the minimum qualifying period, and in one country such compensation does not include payment of subsistence allowance. In another of these countries, a seafarer who is transferred before completing 11 months' service may either be compensated in cash, granted leave or have his accumulated leave transferred to the new job.

In one country, the legislation provides that compensation in lieu of leave may be paid only upon termination of an employment contract and in circumstances which prevent its transfer, whereas the provisions of certain collective agreements permit the payment of compensation in respect of portions of unused leave when this is agreed to in writing in advance. In another country, the payment of such compensation is permitted only in cases in which accumulated leave for one calendar year cannot be taken by 30 April of the following year.

Paragraph 7 of Article 3 of Convention No. 91 provides that national laws or regulations or collective agreements may, in very exceptional circumstances when the service so requires, provide for the substitution for an annual vacation holiday due in virtue of this Convention of a cash payment at least equivalent to the remuneration provided for in Article 5 (of this Convention).

Article 11 of Convention No. 132 provides that an employed person who has completed a minimum period of service corresponding to that which may be required under Article 5, paragraph 1, of this Convention must receive, upon termination of employment, a holiday with pay proportionate to the length of service for which he has not received such a holiday, or compensation in lieu thereof, or the equivalent holiday credit.

Question 2(p)

It has been seen from the information provided in Chapter II that in some 25 countries any agreement to relinquish the right to an annual holiday with pay or to forgo such holiday, for compensation or otherwise, is void or prohibited. In one of these, leave earned but not taken cannot be commuted for money except when the employment contract is terminated or in case the worker is unable to take lapsed leave in the previous year due to lack of seniority. In another of these countries, in principle holidays cannot be replaced by payment in lieu. However, in exceptional circumstances when it is not possible to grant holidays, another arrangement can be made if the parties agree. In a third country, compensation is

also prohibited, but the Ministry of Labour may authorise the payment of compensation for up to half the leave earned in special cases involving the national economy or the well-being of the industry concerned.

In another country, when leave cannot be granted when due and requested because of the vessel's requirements, the seafarer may ask for the leave to be postponed or paid in money. However, every effort must be made to avoid payment in lieu of leave. In a further country, one half of the annual leave entitlement may be taken in cash, the other half in actual leave, and in two other countries only in exceptional circumstances, when the service so requires, can holiday compensation be taken in cash. However, in one of these countries, any agreement to relinquish holidays, compensation or remuneration is void. In one country, leave cannot be compensated in cash unless the time between two contracts prevents the taking of leave, and in another country the payment of compensation in lieu of leave is prohibited; in two other countries this can be done only at the expiration of a contract at the time of signing off. A seafarer in one country who is prevented by the shipowner from taking leave receives triple compensation, whereas in another country it is forbidden for leave to be withheld or forgone for two years.

There is no prohibition of such agreements in four countries, the question does not arise in another, and in two other countries there are no provisions concerning this matter.

Article 6 of Convention No. 91 provides that, subject to the provisions of paragraph 7 of Article 3 (of the Convention), any agreement to relinquish the right to an annual vacation holiday with pay, or to forgo such a vacation holiday is void.

Article 12 of Convention No. 132 provides that agreements to relinquish the right to the minimum annual holiday with pay prescribed in Article 3, paragraph 3, of this Convention or to forgo such a holiday for compensation or otherwise are, as appropriate to national conditions, null and void or prohibited.

Question 2(q)

It has been seen that in some 23 countries there are no restrictions imposed with respect to cases in which a seafarer engages, during a period of holidays with pay, in a gainful activity conflicting with the purposes of the holiday. In one of these, the lack of restrictions in this regard applies only to ratings; officers may not take other work. In two other countries there are no restrictions in this regard except in respect of seafaring employment. In a further two countries there is no legislative prohibition of such employment, but it is not favoured by the trade unions, and in two others there is a virtual obligation for established seafarers not to take up other employment as they may be recalled to duty on board ship at any time.

On the other hand, in some seven countries, such work is prohibited by the legislative provisions, and in some five others there are restrictions placed upon it. For instance, in one case such work must be agreed to by both the employers concerned; in another, the Ministry of Commerce may require that the seafarer concerned repay his holiday allowance and supplement to the Holiday Fund; in another such work is prohibited unless agreed to by the shipowners, and in another a seafarer may forfeit his holiday pay if charges are brought against him by the same shipowner.

Convention No. 91 contains no provision concerning this question. Article 13 of Convention No. 132 provides that special rules may be laid down by the competent authority or through the appropriate machinery in each country in respect of cases in which the employed person engages, during the holiday, in a gainful activity conflicting with the purpose of the holiday.

Question 2(r)

There would appear to be little point in repeating here the detailed information furnished by some 42 governments and reported in Chapter II concerning the effective measures taken in their countries to ensure the proper application and enforcement of provisions concerning seafarers' annual holidays with pay. It has been seen that, in the majority of cases, this is carried out by the appropriate government agencies, by joint commissions of shipowners and seafarers, or by the seafarers' trade unions concerned.

There are no provisions concerning this question in Convention No. 91. Article 14 of Convention No. 132 provides that effective measures appropriate to the manner in which effect is given to the provisions of this Convention must be taken to ensure the proper application and enforcement of regulations or provisions concerning holidays with pay, by means of adequate inspection or otherwise.

Question 2(s)

It has been seen that in some 35 countries, time off in port is not counted against a seafarer's annual leave. In two of these, this is normally the case; in another, it is the practice if the period involved is less than 48 hours, and in another if the period is less than 72 hours in foreign-going vessels and 48 hours in home trade vessels; in four other countries, weekly rest days worked may be accumulated and taken as time off in port. In some others, special arrangements are made in agreement between the parties. In one country, periods of time off in port of one half-day or more are counted against a seafarer's annual leave, whereas in another all time off in port is so deducted. In two countries, time off in port is counted against leave.

There are no provisions concerning this question in Convention No. 91 or Convention No. 132.

CHAPTER IV

PROPOSED CONCLUSIONS CONCERNING HOLIDAYS WITH PAY FOR SEAFARERS

1. A new instrument on the annual leave with pay for seafarers should be adopted.
2. The instrument should take the form of a Convention.
3. The instrument should state that it revises the Paid Vacations (Seafarers) Convention (Revised), 1949 (No. 91).
4. The instrument should contain the following provisions:

Article 1

The provisions of this instrument, in so far as they are not otherwise made effective by means of collective agreements, arbitration awards, court decisions, statutory wage-fixing machinery, or in such other manner consistent with national practice as may be appropriate under national conditions, shall be given effect by national laws or regulations.

Article 2

1. This instrument applies to all persons who are employed as seafarers.
2. For the purpose of this instrument, the term "seafarer" means a person who is employed in any capacity on board a ship, other than a ship of war, registered in a territory for which this instrument is in force.
3. In so far as necessary, measures may be taken by the competent authority or through the appropriate machinery in a country, after consultation with the organisations of shipowners and seafarers concerned, where such exist, to exclude from the application of this instrument limited categories of persons employed on board ships who are not members of the crews of such ships.
4. Each Member which ratifies this instrument shall list, in the first report on the application of the instrument submitted under article 22 of the Constitution of the International Labour Organisation, any categories which may have been excluded in pursuance of paragraph 3 of this Article, giving the reasons for such exclusion, and shall state in subsequent reports the position of its law and practice in respect of the categories excluded and the extent to which effect has been given or is proposed to be given to the instrument in respect of such categories.

Article 3

1. Every person to whom this instrument applies shall be entitled to annual leave with pay of a specified minimum length.
2. Each Member which ratifies this instrument shall specify the length of the leave in a declaration appended to its ratification.
3. The leave shall in no case be less than 21 working days for one year of service.
4. Each Member which has ratified this instrument may subsequently notify the Director-General of the International Labour Office, by a further declaration, that it specifies annual leave longer than that specified at the time of ratification.

Article 4

A person whose length of service in any year is less than that required for the full entitlement prescribed in the preceding Article shall be entitled in respect of that year to a holiday with pay proportionate to his length of service during that year.

Article 5

1. The manner in which length of service is calculated for the purpose of leave entitlement shall be determined by the competent authority or through the appropriate machinery in each country.
2. Service off articles shall be included in the reckoning of service.
3. Under conditions to be determined by the competent authority or through the appropriate machinery in each country, absence from work for such reasons beyond the control of the employed person concerned as illness or injury shall be counted as part of the period of service.

Article 6

1. Public and customary holidays, whether or not they fall during the annual leave with pay, shall not be counted as part of the minimum annual leave with pay prescribed in Article 3, paragraph 3, of this instrument.
2. Under conditions to be determined by the competent authority or through the appropriate machinery in each country, periods of incapacity for work resulting from sickness or injury may not be counted as part of the minimum annual leave with pay prescribed in Article 3, paragraph 3, of this instrument.
3. Temporary shore leave granted to a seafarer while the ship is in port shall not be counted against minimum annual leave with pay.

Article 7

1. Every person taking the annual leave envisaged in this instrument shall receive in respect of the full period of that leave at least his normal or average remuneration (including the cash equivalent of any part of that remuneration which is paid in kind), calculated in a manner to be determined by the competent authority or through the appropriate machinery in each country.
2. The amounts due in pursuance of paragraph 1 of this Article shall be paid to the person concerned in advance of the leave, unless otherwise provided in an agreement applicable to him and the employer.
3. A person who leaves or is discharged from the service of his employer before he has taken annual leave due to him shall receive in respect of such leave due to him the remuneration provided for in paragraph 1 of this Article.

Article 8

The division of the annual leave with pay into parts, or the accumulation of such annual leave due in respect of one year with a subsequent period of leave, may be authorised by the competent authority or through the appropriate machinery in each country.

Article 9

Exceptionally, when the service so requires, provision may be made by the competent authority or through the appropriate machinery in each country for the substitution for annual leave due in virtue of this Convention of a cash payment at least equivalent to the remuneration provided for in Article 7.

Article 10

1. When an annual leave with pay is due, it shall be given by mutual agreement at the first opportunity as the requirements of the service allow.
2. No person shall be required without his consent to take annual leave due to him at a port other than the port of engagement, unless his return transportation to such port and subsistence involved is paid by the employer, and the travel time involved is not deducted from annual leave due to him.

Article 11

Subject to the provisions of Article 7, paragraph 3, and Article 9, any agreement to relinquish the right to annual leave with pay, or to forgo such leave, shall be void.

Article 12

A seafarer taking annual leave shall be recalled only in cases of extreme emergency, with due notice.

Article 13

Effective measures appropriate to the manner in which effect is given to the provisions of this instrument shall be taken to ensure the proper application and enforcement of regulations or provisions concerning annual leave with pay, by means of adequate inspection or otherwise.

ANNEX I

RESOLUTION ON HOLIDAYS WITH PAY FOR SEAFARERS

(Adopted by the Joint Maritime Commission
at its 21st Session)

The 21st Session of the Joint Maritime Commission, held in Geneva from 20 November to 1 December 1972,

Having received the report of the ILO on holidays with pay for seafarers;

Noting that the 54th Session of the International Labour Conference adopted a resolution in which it was stated that the enjoyment of annual holidays with pay for seafarers gives rise to particular problems and calls for special safeguards and that it was accordingly not appropriate to deal with the question in the framework of a general Convention on holidays with pay; that, however, improvements in the standards relating to holidays with pay for workers in other occupations should be reflected also in standards applicable to seafarers; that, moreover, the General Conference had approved a new Convention concerning Annual Holidays with Pay (Revised), 1970, which has the object of improving general standards on holidays with pay granted in other economic areas; that the Governing Body was requested to invite the Joint Maritime Commission to consider at an early session the provisions of the Paid Vacations (Seafarers) Convention (Revised), 1949, in the light of the relevant conclusions of the 54th Session of the Conference, and to communicate this resolution to the 55th (Maritime) Session of the Conference for its information,

Noting also that the 55th (Maritime) Session of the Conference adopted a resolution which recalled the resolution on holidays with pay for seafarers adopted by the 54th Session of the Conference and requested the Governing Body to ask the Joint Maritime Commission to consider at an early meeting the revision of the Paid Vacations (Seafarers) Convention (Revised), 1949 (No. 91), in the light of the Holidays with Pay Convention (Revised), 1970 (No. 132), which was subsequently approved by the Governing Body,

Noting further that according to the information contained in the ILO report, in a substantial number of countries, including several of major maritime importance, the provisions of the relevant legislation or collective agreements concerning holidays with pay for seafarers set standards superior to those contained in Convention No. 91:

Requests therefore the Governing Body of the International Labour Office:

- (1) to include the question of the revision of the Paid Vacations (Seafarers) Convention (Revised), 1949 (No. 91) in the light of the Holidays with Pay Convention (Revised), 1970 (No. 132) in the agendas of the proposed Preparatory Technical Maritime Conference (1974) and the Maritime Session of the International Labour Conference (1975); and
- (2) to ask the Director-General of the International Labour Office when preparing reports on this question for submission to the Conferences -
 - (a) to take account of the information contained in the report on holidays with pay submitted to the 21st Session of the Joint Maritime Commission, particularly advances made regarding seafarers' holidays with pay in a number of countries since the adoption of Convention No. 91 in 1949, and of developments in the maritime industry; and
 - (b) to prepare draft proposals with a view to revising Convention No. 91 taking into account the discussions at the 21st Session of the Joint Maritime Commission.

ANNEX II

SUBSTANTIVE PROVISIONS OF THE PAID VACATIONS
(SEAFARERS) CONVENTION (REVISED), 1949, No. 91

Article 1

1. This Convention applies to every sea-going mechanically propelled vessel, whether publicly or privately owned, engaged in the transport of cargo or passengers for the purpose of trade and registered in a territory for which this Convention is in force.

2. National laws or regulations shall determine when vessels are to be regarded as sea-going vessels.

3. This Convention does not apply to -

- (a) wooden vessels of primitive build such as dhows and junks;
- (b) vessels engaged in fishing or in operations directly connected therewith or in sealing or similar pursuits;
- (c) estuarial craft.

4. National laws or regulations or collective agreements may provide for the exemption from the provisions of this Convention of vessels of less than 200 gross register tons.

Article 2

1. This Convention applies to every person who is engaged in any capacity on board a vessel except -

- (a) a pilot not a member of the crew;
- (b) a doctor not a member of the crew;
- (c) nursing staff engaged exclusively on nursing duties and hospital staff not members of the crew;
- (d) persons working exclusively on their own account or remunerated exclusively by a share of profits or earnings;
- (e) persons not remunerated for their services or remunerated only by a nominal salary or wage;
- (f) persons employed on board by an employer other than the shipowner, except radio officers or operators in the service of a wireless telegraphy company;
- (g) travelling dockers (longshoremen) not members of the crew;
- (h) persons employed in whale-catching vessels, in floating factories, or otherwise for the purpose of whaling or similar operations under conditions regulated by the provisions of a special collective whaling or similar agreement determining the rates of pay, hours of work and other conditions of service concluded by an organisation of seafarers;
- (i) persons employed in port who are not ordinarily employed at sea.

2. The competent authority may, after consultation with the organisations of shipowners and seafarers concerned, exempt from the application of the Convention masters, chief navigating officers and chief engineers who by virtue of national laws or regulations or collective agreements enjoy conditions of

service which are not less favourable in respect of annual leave than those required by the Convention.

Article 3

1. Every person to whom this Convention applies shall be entitled after twelve months of continuous service to an annual vacation holiday with pay, the duration of which shall be -

- (a) in the case of masters, officers and radio officers or operators, not less than eighteen working days for each year of service;
- (b) in the case of other members of the crew, not less than twelve working days for each year of service.

2. A person with not less than six months of continuous service shall on leaving such service be entitled in respect of each complete month of service to one and a half working days' leave in the case of a master, officer, or radio officer or operator, and one working day's leave in the case of another member of the crew.

3. A person who is discharged through no fault of his own before he has completed six months of continuous service shall on leaving such service be entitled in respect of each complete month of service to one and a half working days' leave in the case of a master, officer, or radio officer or operator, and one working day's leave in the case of another member of the crew.

4. For the purpose of calculating when a vacation holiday is due -

- (a) service off articles shall be included in the reckoning of continuous service;
- (b) short interruptions of service not due to the act or fault of the employee and not exceeding a total of six weeks in any twelve months shall not be deemed to break the continuity of the periods of service which precede and follow them;
- (c) continuity of service shall not be deemed to be interrupted by any change in the management or ownership of the vessel or vessels in which the person concerned has served.

5. The following shall not be included in the annual vacation holiday with pay:

- (a) public and customary holidays;
- (b) interruptions of service due to sickness or injury.

6. National laws or regulations or collective agreements may provide for the division into parts of an annual vacation holiday due in virtue of this Convention or for the accumulation of such a vacation holiday due in respect of one year with a subsequent vacation holiday.

7. National laws or regulations or collective agreements may, in very exceptional circumstances when the service so requires, provide for the substitution for an annual vacation holiday due in virtue of this Convention of a cash payment at least equivalent to the remuneration provided for in Article 5.

Article 4

1. When an annual vacation holiday is due it shall be given by mutual agreement at the first opportunity as the requirements of the service allow.

2. No person may be required without his consent to take the annual vacation holiday due to him at a port other than a port in the territory of engagement or a port in his home territory. Subject to this requirement, the vacation holiday shall be given at a port permitted by national laws or regulations or collective agreement.

Article 5

1. Every person taking a vacation holiday in virtue of Article 3 of this Convention shall receive in respect of the full period of the vacation holiday his usual remuneration.

2. The usual remuneration payable in virtue of the preceding paragraph, which may include a suitable subsistence allowance, shall be calculated in a manner which shall be prescribed by national laws or regulations or fixed by collective agreement.

Article 6

Subject to the provisions of paragraph 7 of Article 3 any agreement to relinquish the right to an annual vacation holiday with pay, or to forgo such a vacation holiday, shall be void.

Article 7

A person who leaves or is discharged from the service of his employer before he has taken a vacation holiday due to him shall receive in respect of every day of vacation holiday due to him in virtue of this Convention the remuneration provided for in Article 5.

Article 8

Each Member which ratifies this Convention shall ensure the effective application of its provisions.

Article 9

Nothing in this Convention shall affect any law, award, custom or agreement between shipowners and seamen which ensures more favourable conditions than those provided by this Convention.

Article 10

1. Effect may be given to this Convention by (a) laws or regulations; (b) collective agreements between shipowners and seafarers; or (c) a combination of laws or regulations and collective agreements between shipowners and seafarers. Except as may be otherwise provided herein, the provisions of this Convention shall be made applicable to every vessel registered in the territory of the ratifying Member and to every person engaged on any such vessel.

2. Where effect has been given to any provision of this Convention by a collective agreement in pursuance of paragraph 1 of this Article, then,

notwithstanding anything contained in Article 8 of this Convention, the Member in whose territory the agreement is in force shall not be required to take any measures in pursuance of Article 8 in respect of the provisions of the Convention to which effect has been given by collective agreement.

3. Each Member ratifying this Convention shall supply to the Director-General of the International Labour Office information on the measures by which the Convention is applied, including particulars of any collective agreements which give effect to any of its provisions and are in force at the date when the Member ratifies the Convention.

4. Each Member ratifying this Convention undertakes to take part, by means of a tripartite delegation, in any committee representative of Governments and shipowners' and seafarers' organisations, and including in an advisory capacity representatives of the Joint Maritime Commission of the International Labour Office, which may be set up for the purpose of examining the measures taken to give effect to the Convention.

5. The Director-General will lay before the said Committee a summary of the information received by him under paragraph 3 above.

6. The Committee shall consider whether the collective agreements reported to it give full effect to the provisions of this Convention. Each Member ratifying the Convention undertakes to give consideration to any observations or suggestions concerning the application of the Convention made by the Committee and further undertakes to bring to the notice of the organisations of employers and of workers who are parties to any of the collective agreements mentioned in paragraph 1 any observations or suggestions of the aforesaid Committee concerning the degree to which such agreements give effect to the provisions of the Convention.

ANNEX III

SUBSTANTIVE PROVISIONS OF THE HOLIDAYS WITH PAY
CONVENTION (REVISED), 1970, No. 132

Article 1

The provisions of this Convention, in so far as they are not otherwise made effective by means of collective agreements, arbitration awards, court decisions, statutory wage fixing machinery, or in such other manner consistent with national practice as may be appropriate under national conditions, shall be given effect by national laws or regulations.

Article 2

1. This Convention applies to all employed persons, with the exception of seafarers.

2. In so far as necessary, measures may be taken by the competent authority or through the appropriate machinery in a country, after consultation with the organisations of employers and workers concerned, where such exist, to exclude from the application of this Convention limited categories of employed persons in respect of whose employment special problems of a substantial nature, relating to enforcement or to legislative or constitutional matters, arise.

3. Each Member which ratifies this Convention shall list in the first report on the application of the Convention submitted under article 22 of the Constitution of the International Labour Organisation any categories which may have been excluded in pursuance of paragraph 2 of this Article, giving the reasons for such exclusion, and shall state in subsequent reports the position of its law and practice in respect of the categories excluded, and the extent to which effect has been given or is proposed to be given to the Convention in respect of such categories.

Article 3

1. Every person to whom this Convention applies shall be entitled to an annual paid holiday of a specified minimum length.

2. Each Member which ratifies this Convention shall specify the length of the holiday in a declaration appended to its ratification.

3. The holiday shall in no case be less than three working weeks for one year of service.

4. Each Member which has ratified this Convention may subsequently notify the Director-General of the International Labour Office, by a further declaration, that it specifies a holiday longer than that specified at the time of ratification.

Article 4

1. A person whose length of service in any year is less than that required for the full entitlement prescribed in the preceding Article shall be entitled in respect of that year to a holiday with pay proportionate to his length of service during that year.

2. The expression "year" in paragraph 1 of this Article shall mean the calendar year or any other period of the same length determined by the competent authority or through the appropriate machinery in the country concerned.

Article 5

1. A minimum period of service may be required for entitlement to any annual holiday with pay.

2. The length of any such qualifying period shall be determined by the competent authority or through the appropriate machinery in the country concerned but shall not exceed six months.

3. The manner in which length of service is calculated for the purpose of holiday entitlement shall be determined by the competent authority or through the appropriate machinery in each country.

4. Under conditions to be determined by the competent authority or through the appropriate machinery in each country, absence from work for such reasons beyond the control of the employed person concerned as illness, injury or maternity shall be counted as part of the period of service.

Article 6

1. Public and customary holidays, whether or not they fall during the annual holiday, shall not be counted as part of the minimum annual holiday with pay prescribed in Article 3, paragraph 3, of this Convention.

2. Under conditions to be determined by the competent authority or through the appropriate machinery in each country, periods of incapacity for work resulting from sickness or injury may not be counted as part of the minimum annual holiday with pay prescribed in Article 3, paragraph 3, of this Convention.

Article 7

1. Every person taking the holiday envisaged in this Convention shall receive in respect of the full period of that holiday at least his normal or average remuneration (including the cash equivalent of any part of that remuneration which is paid in kind and which is not a permanent benefit continuing whether or not the person concerned is on holiday), calculated in a manner to be determined by the competent authority or through the appropriate machinery in each country.

2. The amounts due in pursuance of paragraph 1 of this Article shall be paid to the person concerned in advance of the holiday, unless otherwise provided in an agreement applicable to him and the employer.

Article 8

1. The division of the annual holiday with pay into parts may be authorised by the competent authority or through the appropriate machinery in each country.

2. Unless otherwise provided in an agreement applicable to the employer and the employed person concerned, and on condition that the length of service of the person concerned entitles him to such a period, one of the parts shall consist of at least two uninterrupted working weeks.

Article 9

1. The uninterrupted part of the annual holiday with pay referred to in Article 8, paragraph 2, of this Convention shall be granted and taken no later than one year, and the remainder of the annual holiday with pay no later than eighteen months, from the end of the year in respect of which the holiday entitlement has arisen.

2. Any part of the annual holiday which exceeds a stated minimum may be postponed, with the consent of the employed person concerned, beyond the period specified in paragraph 1 of this Article and up to a further specified time limit.

3. The minimum and the time limit referred to in paragraph 2 of this Article shall be determined by the competent authority after consultation with the organisations of employers and workers concerned, or through collective bargaining, or in such other manner consistent with national practice as may be appropriate under national conditions.

Article 10

1. The time at which the holiday is to be taken shall, unless it is fixed by regulation, collective agreement, arbitration award or other means consistent with national practice, be determined by the employer after consultation with the employed person concerned or his representatives.

2. In fixing the time at which the holiday is to be taken, work requirements and the opportunities for rest and relaxation available to the employed person shall be taken into account.

Article 11

An employed person who has completed a minimum period of service corresponding to that which may be required under Article 5, paragraph 1, of this Convention shall receive, upon termination of employment, a holiday with pay proportionate to the length of service for which he has not received such a holiday, or compensation in lieu thereof, or the equivalent holiday credit.

Article 12

Agreements to relinquish the right to the minimum annual holiday with pay prescribed in Article 3, paragraph 3, of this Convention or to forgo such a holiday, for compensation or otherwise, shall, as appropriate to national conditions, be null and void or be prohibited.

Article 13

Special rules may be laid down by the competent authority or through the appropriate machinery in each country in respect of cases in which the employed person engages, during the holiday, in a gainful activity conflicting with the purpose of the holiday.

Article 14

Effective measures appropriate to the manner in which effect is given to the provisions of this Convention shall be taken to ensure the proper application and enforcement of regulations or provisions concerning holidays with pay, by means of adequate inspection or otherwise.