

UNION STEAM SHIP CO. OF NEW ZEALAND, LTD., **RADIO
OFFICERS—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 27th day of October, 1949, between the New Zealand Radio Officers' Industrial Union of Workers and the Union Steam Ship Company of New Zealand, Limited.

WHEREAS by the Economic Stabilization Emergency Regulations 1942, it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved

by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 27th day of October, 1949, between the New Zealand Radio Officers' Industrial Union of Workers, of the one part, and the Union Steam Ship Company of New Zealand, Limited on the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 15th day of November, 1949.

A. TYNDALL, Judge.

UNION STEAM SHIP COMPANY OF NEW ZEALAND, LIMITED, RADIO OFFICERS—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 27th day of October, 1949, between the New Zealand Radio Officers' Industrial Union of Workers (hereinafter called "the union"), of the one part and the Union Steam Ship Company of New Zealand, Limited, Wellington (hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Clause 1, Wages—Subclause (a): The rates of wages to be paid per calendar month to radio officers employed by the parties hereto on board ship shall be as follows:—

	£	s.	d.
1st year of service	29	2	6
2nd year of service	30	17	6
3rd to 5th years of service	32	17	6
6th year of service and thereafter	34	17	6

Subclause (b): Radio officers in charge serving on passenger vessels up to 8,000 tons shall be paid in addition to the foregoing rates £4 per calendar month and on passenger vessels over 8,000 tons £6 per calendar month.

Subclause (c): Notwithstanding the foregoing provisions the radio officer employed on the Wellington-Picton passenger vessel shall be paid at the rate of £29 2s. 6d. per calendar month.

Subclause (d): Assistant radio officers in passenger vessels shall be paid wages in accordance with the scale provided in subclause (a) hereof.

Subclause (e): Radio officers holding first-class certificates shall receive, except in their first year of service, £1 per calendar month additional to the foregoing rates.

Subclause (f): "Service" means service with the Union Steam Ship Company of New Zealand, Limited, and yearly classification shall count from the commencement of the quarter following the date of original appointment.

Subclause (g): For the purpose of calculating payments for broken periods a calendar month shall be reckoned as thirty days.

Subclause (h)—*Sea-going Allowance*: In addition to the foregoing rates there shall be paid a sea-going allowance at the rate of £6 per calendar month. This payment shall be paid only while on articles and shall not be regarded or taken into account as wages as set out in the foregoing subclauses of this clause, nor shall it be taken into account in the assessment of any payments provided for by this agreement which are based on the wages as prescribed in the foregoing subclauses of this clause.

Clause 2, Hours and Overtime—Subclause (a): The hours of duty at sea shall not under normal circumstances exceed eight in any one day without the payment of overtime.

Subclause (b): The hours of duty shall include all time spent in carrying out the duties necessary for the efficient functioning of the radio service and reporting at the office of the employer as instructed thereby. All time spent on duty shall be entered in the wireless log book unless, or until such time as, the employer provides a time-sheet.

Subclause (c): The hours of watch shall not under ordinary circumstances exceed eight in any one day, and shall be those prescribed in the Schedule, Appendix 13, International Telecommunication and Radio Conferences, Atlantic City, 1947, or those prescribed by the New Zealand Shipping and Seamen Act, Wireless Regulations. The Schedule of hours of watch to be maintained on the vessels engaged in the various trades shall be appended to this agreement.

Subclause (d): The hours of watch shown in the Schedule "B" attached shall be extended so as to maintain watch from wharf to wharf during any one voyage, provided that in so doing the total number of hours of watch in any one day does not exceed eight.

Subclause (e): Unless impracticable, a break of eight hours is to be given after the completion of a period of night duty. When this is not given any duty required to be performed during this eight hours shall be paid for at the overtime rate, except when such duty is required for the safety of life, ship, and cargo.

Subclause (f) : All duties (as defined in clause 10 hereof) in excess of the hours specified in this clause shall be deemed to be overtime and shall be paid for at the overtime rate.

Subclause (g) : When at sea overtime shall include all time spent on duty (as defined in clause 10 hereof) in excess of eight hours in any one day, subject to the conditions that no overtime shall be payable for attendance at boat drills, medical inspections, or when on duty for the requirements of the safety of life, ship and cargo.

Subclause (h) : Evidence of overtime worked shall be taken from the wireless log-book, which shall be signed by the Master of the vessel upon each day that overtime has been worked.

Subclause (i) : The minimum amount of overtime payable in any one day shall be half an hour, but the total amount of overtime payable in any one day shall be the total amount of overtime worked during that day.

Subclause (j) : The rate of overtime per hour shall be 6s. Od.

Clause 3, Time off in Lieu of Sundays and Holidays—Subclause (a) : Except whilst on annual leave, sick leave or private leave and/or while travelling to and from his home port for annual leave every employee shall be entitled to nine intervals in port each month (or a proportionate number in case of service for less than one month), such intervals to be of twenty-four consecutive hours except where otherwise mutually agreed.

Five of these intervals may be given as opportunity offers at any of the following ports:—Auckland, Wellington, Picton, Nelson, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin, Bluff, Onehunga, New Plymouth, Napier, Gisborne, Tauranga, Castlecliff, Wanganui, Newcastle, Sydney, Hobart, Melbourne, Geelong, Adelaide, Fremantle, Brisbane, Bunbury, Launceston, Devonport (Tasmania), Grafton, Port Pirie, Wallaroo, Port Lincoln and Queensland sugar ports and at any loading or discharging ports outside of New Zealand and/or Australia. The remaining four of these intervals shall be given at the home port of the radio officer or shall be added to the annual leave.

Subclause (b) : Any intervals not given may accumulate from month to month and be given as occasion permits, or may be added to the annual leave of the employee, or may be paid for at the rate of one days' sea-pay for each interval not given.

Subclause (c) : At the option of the employer intervals may be given in advance but unless at the request of the employee only in the employee's home port: Provided that where an employee, after receiving any intervals in advance, terminates his employment before such intervals shall have become due, the employer may deduct from any wages due to the employee one days' pay in respect of each such interval, but such deduction shall not in any case exceed the amount of annual leave then due.

Subclause (d) : When time off in advance is given to an employee and no meals are provided he shall be allowed victualling.

Subclause (e) : When a vessel sails on a Sunday or holiday the radio officer shall be entitled to claim an extra day's sea-pay but where the day's pay is claimed and granted it shall count as one day off under subclause (a) hereof.

Subclause (f) : Where time off is taken in conjunction with annual leave or in periods of fourteen days or more, the £1 per week allowance payable while on such annual leave shall also be payable for the period of time off.

Clause 4, Annual Leave—Subclause (a) : Every radio officer who serves the employer continuously for twelve months shall be allowed by the employer leave of absence on full pay once in each year of his service for a continuous period of fourteen days at such time as the employer shall determine.

Subclause (b) : The leave of absence shall begin and end at the home port of the employee, and, whenever possible, such leave of absence is to be notified by the employer not less than seven days before its commencement.

Subclause (c) : With the consent of the employer, this leave of absence may be postponed in whole or in part, and the unused leave accumulated so that it be not postponed beyond the third year.

Subclause (d) : Upon the leave of absence expiring if a radio officer reports himself as ready to resume duty and employment is not immediately available, he shall be paid wages at holiday rates (without victualling and accommodation allowance) while waiting at his home port, but if transferred to another port victualling and accommodation allowance shall be paid.

Subclause (e) : A radio officer shall not be recalled from leave (either annual or accumulated time off) except in cases of emergency and if so recalled the need for such recall shall be reported to the union.

Subclause (f) : In cases in which a radio officer has been on private leave and he reports himself at his home port as ready to resume duty, and employment is not available within ten days thereafter, he shall be paid wages at holiday rates (without victualling and accommodation allowance) as from the expiry of the said period of ten days. Any time waiting on pay to be counted either towards accumulated time off or as time off in advance.

Any private leave granted to radio officers will not count as qualifying service for annual leave or seniority.

Clause 5, Home Ports : Home ports are to be fixed by mutual agreement and shall not be altered except with the consent of both parties. Home ports are to be limited to one of the following : Auckland, Wellington, Lyttelton, Dunedin or Sydney.

Clause 6, Employers' Regulations—Subclause (a): Radio officers shall comply with their employer's private regulations, provided that such regulations do not conflict with the terms of this agreement or with the regulations in force for the conduct of the wireless service.

Subclause (b): Should such a conflict arise, radio officers shall refer the matter to the Master of the vessel, whose instructions shall be obeyed, and a report thereon shall be made to the employers in due course.

Clause 7, Victualling and Accommodation—Subclause (a): Except during absence by leave as provided by clauses 3 and 4 (and except as otherwise provided by paragraph (d) of clause 3), every radio officer shall be entitled to meals and proper accommodation up to the ordinary standard either on his vessel or on another convenient vessel of the same owner, or else to receive an allowance as follows:—

For victualling and accommodation ..	20s. per day or £5 15s.
	per week
For accommodation only	10s. per day
For victualling only	12s. 6d. per day

provided that where a radio officer is in his home port he shall be paid victualling allowance only.

Subclause (b): In cases where victualling and accommodation is not available at these rates the difference shall be made up by the employer.

Subclause (c): While attached to a vessel radio officers shall be provided with meals and accommodation up to the recognized standard as is provided for the deck officers, and on vessels which carry more than one radio officer two assistant radio officers may, if required, share a cabin.

Clause 8, Standing by: When standing by, radio officers may be required to perform only such duties as the maintenance and/or fitting or alterations to apparatus, clerical duties pertaining to the wireless service, the giving of instruction in wireless technology and Morse code, and any other duties ancillary to the wireless service.

Clause 9, Transfers: Radio officers are to hold themselves in readiness for transfer at short notice from one vessel to another as required. Wages shall not cease during such transfer, and radio officers shall be provided with first-class transport, including sleeping accommodation on rail. A radio officer shall be entitled to reimbursement for portage and all legitimate expenses incurred in the transport of his personal effects during such transfer upon his production of the receipts for such expenditure.

Clause 10, Duties of Radio Officers—Subclause (a): The duties of radio officers when signed on any articles of agreement shall include the keeping of the specified hours of watch as shown in the Schedule "B" appended hereto; the maintenance of all radio and associated apparatus—auto/alarm, depth sounding, radar, direction finding, lifeboat transmitters and associate equipment, broadcast and public address systems, the compilation of the necessary accounts in connection therewith; the maintenance of the wireless log book and any other official wireless documents; and any other duties necessary for the efficient functioning of these services.

Subclause (b): Radio officers shall be responsible for the maintenance of the aerial equipment as far as the aerial and the insulators are concerned, and for this purpose shall have the assistance of the deck department under the supervision of the Chief Officer for the necessary lowering and raising of the aerial.

Subclause (c): Radio officers shall keep all equipment under their care in a clean and efficient condition.

Subclause (d): Radio officers shall not be called upon to perform any duties other than those required for the carrying on of the wireless service or as herein specified, except for the purpose of the safety of life, ship or cargo, provided that by arrangement with the Union radio officers may be permitted to carry out other additional duties for such additional remuneration as may be agreed upon.

Clause 11, Expenses, Badges, &c.—Subclause (a): Whenever a radio officer is required by the employer to change his home port in consequence of his transfer from one service or vessel of the employer to another, he shall be allowed, on giving reasonable notice, a free first class passage for his family, and free conveyance for his effects in any vessel of the employer that goes to or towards his destination.

Subclause (b): Should a radio officer requisition for same, uniform trimmings in accordance with the Company's Schedule for the trade in which such radio officer is employed shall be provided by the employer, free of charge to the radio officer.

In trades in which it is reasonably necessary, two sets of uniform trimmings for sac coats shall, subject to the approval of the General Manager, be issued free of charge in each twelve months of service.

Subclause (c): In cases in which radio officers of passenger vessels are required to wear white uniforms in the tropics the employer shall either pay each radio officer the sum of 2s. 0d. per day for each day on which he is required to wear a white uniform or shall arrange for the same to be washed and laundered free of charge to the radio officer.

Subclause (d): The employer shall pay any reasonable expenses of a radio officer incurred in the service of, or in the interests of, the employer.

Subclause (e): In the event of a radio officer losing his clothes or effects through the wreck or loss of the ship or damage to quarters by fire, flooding or collision, the employer shall reimburse for the loss, but the amount of such reimbursement shall not exceed £50.

Clause 12, Accommodation: The employer shall make the necessary arrangements to ensure that the accommodation for radio officers is kept in a clean and sanitary condition.

The rooms shall be cleaned and fumigated once in every twelve months and painted once in every two years. Bathrooms and lavatories shall be cleaned and paintwork renovated as considered necessary.

Clause 13, Termination of Employment—Subclause (a): One month's notice of termination of employment shall be given in writing by either side, but the employer reserves the right to pay one month's pay in lieu of such notice.

Subclause (b): A radio officer may be dismissed without the above notice or payment in lieu thereof for any offence of misconduct, insobriety, dishonesty, culpable neglect of duty, or for the delay of a vessel at sailing time through not being on board.

Subclause (c): The employer has the right to determine the port wherein a radio officer's service shall terminate upon the completion of notice, but in the event of such port not being the radio officer's home port, the radio officer shall be entitled to his passage and expenses to his home port in accordance with the provisions of clause 9, and his wages shall continue until his arrival at his home port.

Clause 14, Sick Pay—Subclause (a): When a radio officer is invalided on shore in or beyond New Zealand with illness or accident contracted in the service of the vessel at any time after joining the vessel, he shall be granted the benefits provided in section 6 of the New Zealand Shipping and Seamen Amendment Act, 1911, and if invalided on shore beyond New Zealand with illness or accident contracted in the service of the vessel shall (except in the case of death) be returned to his port of shipment in New Zealand, and his wages shall continue until the time at which he should in due course arrive at such port, but shall not in any case exceed a maximum of six months from the date he is invalided on shore.

Subclause (b): This clause shall not apply to cases of illness or accident due to the radio officer's own wilful act or default or to his own misbehaviour.

Clause 15, Definitions : For the purpose of this agreement a radio officer shall be deemed to be a person who is employed to operate the wireless installation of any station owned or leased by parties bound by this agreement, and who is in possession of a certificate complying with the requirements of Article 24 of Section 3 of the International Telecommunication and Radio Conferences, Atlantic City, 1947.

A "sole radio officer" is one engaged on vessels which carry only one radio officer.

A "Chief Radio Officer" is one in charge of a station whereon are employed two or more radio officers.

An "Assistant Radio Officer" is one appointed to assist a Chief Radio Officer.

A "day" constitutes the period from midnight to midnight.

A "passenger vessel" is any vessel carrying more than twelve passengers for hire or reward.

The "period of service" means the whole period of employment from when an employee joined his employer's service less any private leave granted.

"Time of arrival" is when a vessel is finally berthed or moored.

"Time of departure" begins when a vessel is unmoored for departure.

"In port" means the period from arrival to departure.

The "safety of life, ship and cargo" is when the Master considers it necessary to have bearings taken by shore direction-finding stations and/or to take emergency measures or for any time spent on duty for the purpose of clearing distress traffic.

Clause 16, Matters Not Provided For : If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the union and two representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right within fourteen days after the decision is given to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Clause 17, Workers to be Members of Union—Subclause (a) : It shall not be lawful for any employer, bound by this agreement, to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound

by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

Subclause (b): For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Clause 18, Application of Agreement: This agreement shall apply only to steamers and ships for which articles are taken out in New Zealand, but shall not in any case apply to:—

- (a) Such vessels employed in the inter-State trades of Australia.
- (b) Such vessels employed in trading with the United Kingdom.
- (c) The Steamer "Tapuhi" or to any other steamer of the same character which may be employed in addition to or in substitution for the said steamer.

Clause 19, Ship's Articles: The following clause shall be inserted in the articles of agreement of ships coming within the scope of this agreement and belonging to the employers who are bound thereby:—

"It is also agreed that the agreement between the employers and the New Zealand Radio Officer's Industrial Union of Workers dated the twenty-seventh day of October, 1949, in respect of wages and conditions of employment of radio officers shall form part of this agreement, and be deemed to be incorporated therein."

SCHEDULE "B"

HOURS OF SERVICE FOR SHIP STATIONS

The International Telecommunication and Radio Conferences, Atlantic City, 1947

Stations in the first category	..	Continuous service.
Stations in the second category	..	Working hours of limited duration, providing they give a service at least during the hours assigned to them in Appendice 13, but in the case of short voyages they give a service during the hours fixed by the Administration to which they are subject.
Stations in the third category	..	No fixed working-hours.

APPENDICE 4

Zones.	Western Limits.	Eastern Limits.	Hours of Service (G.M.T.).			
			For Eight Hours.		For Sixteen Hours.	
			From	To	From	To
C ..	Meridian 80° E. ..	Meridian 160° E. ..	0	2	0	6
			4	6	8	10
			8	10	12	14
			12	14	16	22
D ..	Meridian 160° E. ..	Meridian 140° W. ..	0	2	0	2
			4	6	4	6
			8	10	8	10
			20	22	12	18
E ..	Meridian 140° W. ..	Meridian 90° W., as far as the coast of Central America, then the West Coast of Central America and North America	20	24
			0	2	0	2
			4	6	4	6
			16	18	8	14
			20	22	16	22

Working-hours at Present in Force on New Zealand ships :—

- (1) All vessels making a foreign-going or intercolonial passage are to keep International watches appropriate to the zone in which the vessel is situated.
- (2) Wellington-Lyttelton Steamer Express Vessels—
8.00 p.m. to 1.00 a.m.
5.00 a.m. to 7.00 a.m.
- (3) Wellington-Picton Passenger Vessel: Whole period whilst at sea.
- (4) All vessels on coastwise passage (except (2) and (3) above) except where otherwise prescribed on vessel's Wireless Licence—
7.00 a.m. to 8.00 a.m.
9.00 a.m. to 11.00 a.m.
12.30 p.m. to 1.30 p.m.
4.30 p.m. to 5.00 p.m.
5.30 p.m. to 6.00 p.m.
8.00 p.m. to 11.00 p.m.

Clause 20, Term of Agreement: This agreement shall come into force on the 1st day of November, 1949, and shall continue in force until the 31st October, 1951.

In witness whereof the parties hereto have executed these presents this 27th day of October, 1949.

For the New Zealand Radio Officers' Industrial Union of Workers—
ERNEST H. HEATHER, President.
F. G. GRAHAM, Secretary.

Witness—J. Hollis.

For the Union Steam Ship Company of New Zealand, Limited—
W. J. MILLER, General Manager.

Witness—I. A. Tarran.