

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

[Filed in the Office of the Clerk of Awards, Wellington]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 5th day of October 1961 between the New Zealand Radio Officers' Industrial Union of Workers (hereinafter called "the union") of the one part and the Union Steam Ship Co. of New Zealand Ltd., 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

(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.
First year of service	58	0	0
Second year of service	61	0	0
Third to fifth year of service	63	10	0
Sixth to eighth year of service	66	0	0
Ninth to twelfth year of service	69	0	0
Thirteenth to fourteenth year of service	71	10	0
Fifteenth year of service and over	74	0	0

(b) Radio officers in charge serving on passenger vessels over 2,000 and up to 8,000 tons shall be paid in addition to the foregoing rates £5 per calendar month and on passenger vessels over 8,000 tons £7 5s. per calendar month. Except that in the Wellington-Lyttelton steamer express service the additional rate shall be £7 5s. per month irrespective of tonnage.

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

(d) Radio officers holding First Class Certificate shall receive £5 per calendar month additional to the foregoing rates.

(e) "Service" means service with the Union Steam Ship Co. of New Zealand Ltd., and yearly classification shall count from the commencement of the month following the date of original appointment.

(f) For the purpose of calculating payments for broken periods, a calendar month shall be reckoned as 30 days.

(g) *Seagoing Allowance*—In addition to the foregoing rates, there shall be paid a seagoing allowance at the rate of £8 11s. 1d. per calendar month. This payment shall be paid only while on articles while on annual leave and while ashore under section 68 of the New Zealand Shipping and Seamen Act 1952 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—Certificate of Competency

A radio officer who comes ashore to sit and study for his First Class Certificate shall be paid the sum of £10 per week until the time he secures such certificate with a maximum period of 10 weeks. Six months after securing such certificate, if still in the company's service, he shall be paid a bonus of £60 and be refunded the sum of £25 as compensation for schooling fees in obtaining such certificate.

Clause 3—Hours and Overtime

(a) The hours of duty at sea shall not under normal circumstances exceed eight in any one day without the payment of overtime.

(b) The ordinary length of duty in a day at sea or in port, or partly at sea and partly in port, shall be eight hours, exclusive of meal hours. The ordinary hours of duty for officers in port shall be between 7 a.m. and 5 p.m. except on the day of departure from port when the hours may be determined by the employers.

(c) Meal hours in port are:

Breakfast: Any one hour between 7 a.m. and 9 a.m.

Dinner: Noon to 1 p.m.

Tea: 5 p.m. to 6 p.m.

Any meal hour may be curtailed; providing that when the curtailment is for less than half an hour, one half hour's overtime be paid, and if more than half an hour, one hour's overtime be paid. Where it is deemed necessary by the employers the dinner hour may be postponed until not later than 1 p.m. but in such cases overtime shall be paid for the period of such postponement with a minimum of half an hour; provided that where a ship is to sail from or to bar harbour or river port during a dinner hour the time allowed for dinner that day shall be any one hour that day between noon and 2 p.m. When a meal hour is curtailed the period of curtailment shall count as part of the hours of duty for the day.

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

(e) The hours of watch shall not under ordinary circumstances exceed eight in any one day and shall be those prescribed in the Schedule, Appendice 13, International Telecommunication and Radio Conference, 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.

(f) 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.

(g) 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.

(h) All duties (as defined in clause 11 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.

(i) When at sea, overtime shall include all time spent on duty (as defined in clause 11 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.

(j) 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.

(k) The minimum amount of overtime payable in any one day shall be half an hour after which overtime shall be paid in quarter hourly periods, but the total amount of overtime payable in any one day shall be the total amount of overtime worked during that day.

(l) All work performed on a Sunday or holiday shall be paid for at the rate prescribed in subclause (m).

(m) The rate of overtime per hour shall be 11s. for radio officers up to and including the fifth year of service and 12s. 3d. for the sixth year of service or more.

Clause 4—Time Off

(a) Whenever possible a period of 24 consecutive hours off duty once in every week shall be allowed to each officer in his home port provided that such time may be given at other ports if the officer so agrees and provided further that where a vessel is in the home port on a Saturday afternoon, not working cargo or not sailing that day and the officer concerned is not required to remain on board after mid-day, it shall count as half a period of time off.

(b) Any time off not given may accumulate from week to week and be given as occasion permits or may be added to the annual leave of the employee or by mutual agreement may be paid for at the rate of one day's sea pay for each period of 24 hours not given.

(c) The periods of time off may be given in advance, but if so given to suit the employers' convenience, victualling and accommodation rates shall be payable except that if the officer is taking the time off in the port where he has his home, victualling allowance only shall be payable. Unless he so desires, a radio officer who is already in advance in his time off to the extent of 14 days or more, shall not be directed to take further time off in advance while he is on articles.

(d) For an officer on articles, the periods of time off shall not be given on a Sunday or holiday.

(e) For an officer off articles taking accumulated time off or time off in advance, Saturdays, Sundays and holidays shall not be counted as days given off.

(f) When accumulated time off is taken in conjunction with annual leave or in periods of seven days or more £1 per week "keep" allowance payable whilst on such annual leave shall also be payable for the period of time off.

(g) Notification to take time off shall be given, if practicable, at least three hours prior to the period of time off.

Clause 5—Annual Leave

(a) Every radio officer who serves the employers continuously for 12 months shall be allowed by the employers leave of absence on full pay once in each year of service for a continuous period of 14 days at such time as the employers shall determine. Provided that a radio officer who has completed five years service with the company or who holds a First Class Certificate, shall be granted an additional seven days per annum.

(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 employers not less than seven days before its commencement. The period of annual leave shall commence the day after the day of arrival of an officer at his home port.

(c) With the consent of the employers, 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.

(d) On the leave of absence expiring if a radio officer reports himself as ready to resume duty and employment is not immediately available or if he is not given time off in advance as prescribed in clause 4, he shall be paid wages plus victualling while waiting at his home port, but if transferred to another port, victualling and accommodation allowance shall be paid.

(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.

(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 10 days thereafter he shall be paid wages at holiday rates (without victualling and accommodation allowance) as from the expiry of the said period of 10 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 6—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 7—Employers' Regulations

(a) Radio officers shall comply with their employers' 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.

(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 8—Victualling and Accommodation

(a) Except during absence by leave as provided by clauses 4 and 5 (and except as otherwise provided by paragraph (c) of clause 4), 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:

		Per Day	
		s.	d.
For victualling and accommodation ..	..	45	0
For accommodation only ..	..	22	6
For victualling only ..	..	22	6

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

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

(c) While attached to a vessel, radio officers shall be provided with meals and accommodation up to the recognised standard as is provided for the deck officers.

Clause 9—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 10—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, and when travelling by train

shall include a sleeper or the cost thereof. A radio officer shall be entitled to reimbursement for portorage 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 11—Duties of Radio Officers

(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.

(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.

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

(d) (i) The first call upon the service to a radio officer shall be for the efficient carrying out of duties prescribed by (a), (b) and (c) hereof. In ships not carrying pursers, radio officers shall also when in port, and as and when directed by the employers, perform ship's clerical work including:

Preparation and payment of wages.

Shipping office duties.

Master's correspondence.

Port papers.

Assisting the masters in other of the ship's clerical duties.

(ii) While the vessel is at sea the radio officer may (except during the hours of duty prescribed by clause 3 hereof) if required, perform ship's clerical work including the preparation of crew wage and overtime sheets as may be directed by the master and for such work shall be paid at his overtime rate prescribed in clause 3 (m) hereof.

(iii) Overtime work on clerical duties shall be performed only when specifically authorised by the master prior to the performance of such work.

(e) Except where specifically authorised by the master no person from any other department shall be allowed to operate the radio telephony or radio telegraphy equipment while the radio officer is on board.

(f) *Paying Off*—In ships with over 20 of a crew and in which no purser is carried, a clerk shall be supplied from the office to assist the radio officer when the ship is paying off on the closing of articles.

Clause 12—Expenses, Badges, etc.

(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 employers 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 employers that goes to or towards his destination. A uniform allowance of 15s. per month shall be paid to each radio officer.

(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 employers, 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 12 months of service.

(c) In cases in which radio officers of passenger vessels are required to wear white uniform in the tropics the employers shall either pay each radio officer the sum of 2s. 6d. 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.

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

(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 employers shall reimburse for the loss, but the amount of such reimbursement shall not exceed £150. In addition he shall be reimbursed for any loss through such causes up to a maximum of £50 for instruments, text books etc.

(f) An officer, who, at the direction of the employers, has to leave his home port on travel involving a Sunday or holiday to proceed to another port in New Zealand shall be paid an extra day's sea pay, or in lieu thereof, at his option, shall be given 24 consecutive hours' time off, in his home port, but this shall not apply in the case of an officer who arrives at his destination on the morning of a Sunday or holiday.

Clause 13—Accommodation

The employers 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 12 months and painted once in every two years. Bathrooms and lavatories shall be cleaned and paintwork renovated as considered necessary.

Clause 14—Termination of Employment

(a) One month's notice of termination of employment shall be given in writing by either side, but the employers reserve the right to pay one month's pay in lieu of such notice.

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

(c) The employers have 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 10, and his wages shall continue until his arrival at his home port.

Clause 15—Sick Pay

(a) When a radio officer is invalidated 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 68 of the New Zealand Shipping and Seamen Act 1952 and if invalidated 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 invalidated on shore.

(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 16—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 Conference, 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 12 passengers for hire or reward.

The "period of service" means the whole period of employment from when an employee joined his employers' 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 take emergency measures when the vessel is in danger or for any time spent on duty for the purpose of clearing distress traffic.

Clause 17—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 14 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 18—Workers to be Members of Union

(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 1956, 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 whilst 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.

(b) For the purposes of sub-clause (a) of this clause, a person of the age of 18 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 21 years and upwards, shall be deemed to be an adult.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Amendment Act 1954, which gives to workers the right to join the union.)

Clause 19—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 steamers *Tapuhi* and *Taioma* or to any other steamer of the same character which may be employed in addition to or in substitution for the said steamers.

Clause 20—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 current agreement in respect of wages and conditions of employment of radio officers shall form part of this agreement and shall be deemed to be incorporated therein."

SCHEDULE "B"

HOURS OF SERVICE FOR SHIP STATIONS

The International Telecommunication and Radio Conference, 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 13

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 C. America, then the W. coast of C. 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 inter-colonial passage are to keep international watches appropriate to the zone in which the vessel is situated.
2. Wellington-Lyttelton steamer express vessels:
 - 7.0 p.m. to midnight
 - 5.0 a.m. to 7.0 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 vessels' wireless licence:
 - 7.0 a.m. to 8.0 a.m.
 - 9.0 a.m. to 11.0 a.m.
 - 1.0 p.m. to 2.0 p.m.
 - 3.30 p.m. to 5.30 p.m.
 - 8.0 p.m. to 10.0 p.m.

Clause 21—Term of Agreement

This agreement shall be deemed to have come into force on the 1st day of August 1961 and shall continue in force until the 31st day of March 1963.

In witness whereof the parties hereto have executed these presents this 5th day of October 1961.

For the New Zealand Radio Officers' Industrial Union of Workers.

A. A. LINDSAY, Vice-President.
J. W. DICKINSON, Secretary.

Witness—N. E. Holmes.

For the Union Steam Ship Co. of New Zealand Ltd.

F. K. MACFARLANE, Deputy General Manager.

Witness—K. Belford.