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**RADIO OFFICERS' TANKER—INDUSTRIAL AGREEMENT**

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

THIS industrial agreement (hereinafter called the Radio Officers' Tanker Agreement) made in pursuance of the Industrial Conciliation and Arbitration Act 1954, dated 22 June 1965 between the New Zealand Radio Officers' Industrial Union of Workers (hereinafter referred to as "the union") of the one part and the Union Steam Ship Co. of New Zealand Ltd. (hereinafter referred to as "the employer") of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedules hereto shall be binding upon the said parties and they should be deemed to be and are hereby incorporated in and declared to form part of this agreement, which relates only to the operation of bulk petroleum tankers.

2. The said parties agree that henceforth the terms, conditions, stipulations and provisions of the industrial agreement between the New Zealand Radio Officers' Industrial Union of Workers and the Union Steam Ship Co. of New Zealand Ltd., dated 31 March 1964, (hereinafter referred to as "the other agreement") shall in no way apply to the operation of or conditions of service in bulk petroleum tankers.

3. 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 "A"

##### Clause 1—Salaries

(a) The salaries to be paid per calendar month shall be as follows:

| Years of Service              | £   |
|-------------------------------|-----|
| First year                    | 115 |
| Second year                   | 118 |
| Third to fifth year           | 121 |
| Sixth to eighth year          | 124 |
| Ninth to twelfth year         | 129 |
| Thirteenth to fourteenth year | 134 |
| Fifteenth to seventeenth year | 139 |
| Eighteenth year and over      | 145 |

Radio officers holding a First Class Certificate shall receive £6 per calendar month additional.

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

(c) "Tanker service" means continuous service on a tanker operated by the Union Steam Ship Co. of New Zealand Ltd.

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

(e) Payment of salaries: On a vessel in a New Zealand port between the sixteenth and twentieth of a month a radio officer shall be entitled to draw a half monthly salary advance.

A monthly account of salary shall be supplied to each radio officer at the time of payment.

(f) Contributions for pension fund purposes will be calculated on the wages payable under clause 1 (a) in the other agreement.

(g) "Radio officer" for the purpose of this agreement 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.

*Clause 2—Conditions of Employment*

Whereas the conditions for the operation of dry cargo vessels are linked substantially with the 40 hours, five day week observed by workers on shore, tankers operate 24 hours a day, seven days a week throughout most of the year. Conditions of the "Hours and Overtime" clause provided in the other agreement, are, therefore, inappropriate and it is acknowledged:

- (a) Except as provided in clause 4 hereof, every radio officer shall be liable for duty at any time at sea or in port, whether on Sundays, holidays or any other day.
- (b) The salaries set out in clause 1 are total salaries paid in return for all work relating to the special conditions necessary for round-the-clock tanker operation and will be payable in full—
  - (i) During periods of leave as provided in clause 4 hereof, and
  - (ii) During periods invalidated on shore as provided in clause 13 hereof.
- (c) The master shall make every endeavour to allow radio officers a reasonable period for unbroken meal hours during times normally observed.
- (d) Reasonable time off will be allowed when a radio officer's attendance is not required on board the vessel in port, but unless taken in accordance with the provisions of clause 4 this will not be in liquidation of any leave entitlement.
- (e) 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. 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 3—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 Schedule "B", the maintenance of all radio and associated apparatus – auto-alarm, depth sounding, radar, direction finding, lifeboat transmitters and associate equipment, broadcast and public address system, 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, also for the handling of other heavy equipment.

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

(d) The first call upon the service of a radio officer shall be for the efficient carrying out of duties prescribed by (a), (b) and (c) hereof. In tankers, radio officers shall also, 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.

(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: When the ship is paying off on the closing of articles, the employer shall endeavour to provide clerical assistance.

#### *Clause 4—Leave*

Seven weeks' leave will be granted during each period of 12 months. Consistent with the ability to provide relief for the radio officer on the tanker concerned and to fit in also with the arrival time of the tanker either at Auckland or Marsden Point leave will be granted and taken on the basis of voyages. The basis of entitlement will be:

Three weeks to be given during the year of service in periods of not less than seven days and the remaining four weeks to be given as annual leave on the completion of 48 weeks service on the tanker.

Leave not taken will accumulate to be given in conjunction with a subsequent leave period under the above. Where a radio officer transfers from the tanker to the other service or vice versa, any leave due will be taken in conjunction with a subsequent leave period. The pay of a radio officer during such accumulated leave will be at the rate appropriate to the service in which such leave was accumulated.

The employer shall give each radio officer adequate notice of dates when each leave shall start and end. He shall endeavour to give at least seven days' notice for annual leave and shall give a minimum of 48 hours' notice of any alteration necessary in those dates occasioned by any unexpected variations in tanker movements.

When a radio officer is dismissed or resigns from the service he shall be paid for any leave entitlement due under this clause.

#### *Clause 5—Accommodation*

The employer shall make the necessary arrangements to ensure that the accommodation for the radio officer 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 6—Home Port*

The home port of the radio officer shall be Auckland or Whangarei but any other port may be nominated by prior agreement between the employer and the officer concerned.

#### *Clause 7—Victualling and Accommodation*

(a) Except during the absence on leave as provided by clause 4 hereof radio officers shall be entitled to meals and proper accommodation up to the ordinary standard or else shall receive an allowance as follows:

|   | Per Day |    |    |
|---|---------|----|----|
|   | £       | s. | d. |
| For victualling and accommodation ..... | 2       | 13 | 0  |
| For accommodation only .....            | 1       | 6  | 6  |
| For victualling only .....              | 1       | 6  | 6  |

Provided that a radio officer who is at his home port shall be paid a victualling allowance only.

(b) In cases where accommodation is not available at these rates, the difference shall be made up by the employer; this also to include the radio officer, who, while working on the tanker at his home port, necessarily has to live in an hotel.

(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 8—Petty Expenses*

The employer shall pay any reasonable expenses of a radio officer incurred in the service of or in the interests of the employer.

#### *Clause 9—Expenses, Badges, etc.*

(a) Whenever a radio officer has to proceed for the purposes of the employer from one port or place to another, he shall be paid his reasonable travelling expenses at first-class rate, and when travelling by train at night shall include a sleeper, or the cost thereof. For air travel outside New Zealand economy class fare will be provided.

(b) Radio officers when travelling in the employer's vessels other than in island or overseas services shall be granted a concession of 50 per cent on the fare.

(c) Should the radio officer requisition for same, uniform trimmings in accordance with the employer's schedule shall be provided free of charge.

(d) The employer shall pay (in addition to fees on signing on any articles of agreement) any fees payable on signing off in the case of transfer, from one vessel of the employer to another vessel of the same employer.

(e) A uniform and protective clothing allowance of £2 5s. per month shall be paid to all radio officers.

#### *Clause 10—Uniform and Instruments*

Except as provided for in clause 9 (c) uniform in accordance with the employer's schedule and also necessary instruments shall be provided by the radio officer.

#### *Clause 11—Ships Stranded or Wrecked*

In the event of the radio officer losing his clothes or effects through the wreck or loss of the tanker or damage to quarters by fire, flooding or collision, the employer shall reimburse him 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 £50 for instruments, text books, etc.

#### *Clause 12—Discharge*

(a) Notwithstanding anything contained in articles of agreement signed by the officers, when a radio officer has served six months continuously with the employer, the service shall be terminable only by one calendar month's notice in writing on either side, but in the case of the discharge of a radio officer the employer shall have the option of paying one month's salary (without victualling or accommodation allowance) in lieu thereof. Where the employer is determining the employment, leave accrued under clause 4 hereof shall not be considered as part of notice of termination of employment.

(b) Except in the case of dismissal for misconduct, when a radio officer is discharged from the employer's service or when his month's notice expires in other than his home port he shall be allowed a free passage and remain on pay until arrival at his home port.

(c) This clause shall not apply to the case of dismissal for misconduct or to the case of transfer from one ship of the employer to another.

*Clause 13—Sick Pay and Accident Compensation*

(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 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 salary shall continue until the time 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 misbehaviour.

*Clause 14—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 17s. 6d., 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 £65 5s. and be refunded the sum of £25 as compensation for schooling fees in obtaining such certificate. Provided that a radio officer who has served with the company for a continuous period in excess of 12 months shall be paid the above bonus payment and school fees upon reporting for duty with the company after securing his higher certificate of competency.

*Clause 15—Disputes*

(a) 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.

(b) Notwithstanding any other provision of this agreement, the parties hereto agree that any dispute affecting radio officers on any vessel other than a tanker shall in no way affect radio officers employed on tankers and shall not give rise to any dispute, stoppage, or other delay to the normal operation of such tankers.

*Clause 16—Unqualified Preference*

(a) Any adult person engaged or employed in any position subject to this agreement shall, if he is not already a member of the union of workers bound by this agreement, become a member of such union within 14 days after his engagement.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of the union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof, to become a member of the union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of the union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) The employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of salary prescribed for adult workers by this agreement but does not include a person who holds a current certificate of exemption from union membership issued under the Industrial Conciliation and Arbitration Act 1954.

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

*Clause 17—Application of Agreement*

This agreement shall apply to the parties hereto, but covering only bulk petroleum tankers operated on behalf of New Zealand oil companies, for which articles are taken out in New Zealand.

*Clause 18—Ship's Articles*

The following clause shall be inserted in the articles of agreement of ships coming within the scope of this agreement and operated by the employer who is bound thereby:

"It is also agreed that the current Radio Officers' Tanker Agreement of the Court of Arbitration in respect of salaries and conditions of employment of radio officers shall form part of this agreement and be deemed to be incorporated therein".

*Clause 19—Exclusion From Court's Order*

The Court of Arbitration's 6 per cent general wage order of 19 August 1964, has been taken account of in this agreement and accordingly the Court's order shall not apply.

*Clause 20—Term of Agreement*

This agreement shall come into force on the 1st day of June 1965 and shall continue in force until the 31st day of March 1966.

## SCHEDULE "B"

## HOURS OF SERVICE FOR SHIPS 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     | Meridan 80° E ..  | Meridan 160° E ..  | 0                         | 2  | 0                 | 6  |
|       |                   |  | 4                         | 6  | 8                 | 10 |
|       |                   |  | 8                         | 10 | 12                | 14 |
|       |                   |  | 12                        | 14 | 16                | 22 |
| D     | Meridan 160° E .. | Meridan 140° W ...   | 0                         | 2  | 0                 | 2  |
|       |                   |  | 4                         | 6  | 4                 | 6  |
|       |                   |  | 8                         | 10 | 8                 | 10 |
|       |                   |  | 20                        | 22 | 12                | 18 |
| E     | Meridan 140° W .. | Meridan 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 |
|       |                   |  | 4                         | 4  | 4                 | 4  |

## 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. All vessels on coastwise passage except where otherwise prescribed on vessels' wireless licence:

- 7 a.m. to 8 a.m.
- 9 a.m. to 11 a.m.
- 1 p.m. to 2 p.m.
- 3.30 p.m. to 5.30 p.m.
- 8 p.m. to 10 p.m.

In witness whereof the parties hereto have hereunder set their hands the day and year first before written.

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

L. G. WHITLOCK, Executive Member.

J. W. DICKINSON, Secretary.

Witness to the above signatures—M. E. Bullock.

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

A. T. WAUGH, General Manager.

Witness to the above signature—R. T. Goddard.