

**NORTH ISLAND ELECTRICAL WORKERS (RADIO SECTION)—  
AWARD**

*[Filed in the Office of the Clerk of Awards, New Plymouth]*

In the Court of Arbitration of New Zealand, Northern, Taranaki, and Wellington Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the North Island Electrical Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Akrad Radio Corporation, Waihi.  
 Beacon Radio Limited, 32 Fanshawe Street, Auckland.  
 Barnaby, N. S., Cameron Street, Whangarei.  
 Begg, Charles, and Company Limited, 112-116 Queen Street, Auckland.  
 Bennetts Limited, Maria Place, Wanganui.  
 Berrymans Limited, Broadway, Palmerston North.  
 Bond and Bond Limited, 8 Customs Street, Auckland.  
 Borhams Radio Service, The Square, Palmerston North.  
 Burns, John, Limited, Customs Street East, Auckland.  
 Clarke, H. W., Limited, Cable Street, Wellington.  
 Collier and Beale Limited, 66 Ghuznee Street, Wellington.  
 Cooks Cycle Shop, Main Road, Otaki.  
 Cunningham, N. C. R., Limited, Queen Street, Masterton.  
 Dobbs Bros., 178 Victoria Avenue, Wanganui.  
 Dominion Radio and Electrical Corporation, Broadway, Newmarket, Auckland.  
 Goodin, C. K., Main Street, Carterton.  
 Hawke and Company, Limited, Ruataniwha Street, Waipukurau.  
 His Master's Voice (N.Z.) Limited, 118-120 Wakefield Street, Wellington.  
 Hobbs, Davy, Electrical Company, High Street, Hawera.  
 Hugard and Quinn, Devon Street, New Plymouth.  
 Johns Limited, Chancery Street, Auckland.  
 Kent, C., Marine Parade, Wairoa, Hawke's Bay.  
 Larson's Radio Limited, Hood Street, Hamilton.  
 Lewis Eady Limited, 192 Queen Street, Auckland.  
 Lightband and Son Limited, Devon Street, New Plymouth.  
 Limbrick Bros., Main Street, Waipawa.  
 Loach and Price, Heretaunga Street, Hastings.  
 Lockyers Limited, Emerson Street, Napier.  
 McEwan, J. B., and Company Limited, King Street, New Plymouth.  
 McKay Electrical Company Limited, Dargaville, North Auckland.  
 Merrie, Russ, Main Street, Pahiatua.  
 Morrison, D. A., and Company, Victoria Avenue, Wanganui.  
 Napier Battery, Radio and Electrical Company, Emerson Street, Napier.  
 Nash, Ken, High Street, Dannevirke.  
 Philips Electrical Industries (N.Z.) Limited, Willis Street, Wellington.  
 Radford's Radio Service Limited, Rangitikei Street, Palmerston North.  
 Radio (1936) Limited, 68 Quay Street, Auckland.  
 Radio Corporation of N.Z. Limited, Courtenay Place, Wellington.  
 Ripley's Radios, 11 Customs Street West, Auckland.  
 Ritchie, Thos., Limited, Heretaunga Street, Hastings.  
 S.O.S. Radios Limited, 2 Civic Theatre Buildings, Queen Street, Auckland.  
 Sutcliffes Limited, Heretaunga Street, Hastings.  
 Swan Electric Company Limited, Dixon Street, Wellington.  
 Wellmade Limited, 75 Dominion Road, Auckland.  
 Wann and McKay, Broadway, Stratford.  
 Westonhouse Radio Limited, Kitchener Street, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the abovementioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 31st day of December, 1950, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. (a) This award shall apply to radio and electronic work, which shall mean and include the design, manufacture, construction, testing, packing, installation, and repair of all equipment used on or in connection with radio, video, or electrically-produced audio frequencies; and the winding and processing of inductive components used in fluorescent lighting.

(b) For the purpose of establishing technical definitions of employment, radio equipment, as defined above, shall be divided into two categories :—

- (i) Radio equipment as defined in the New Zealand Post and Telegraph Department Radio Regulations, 1932, which state—

“ ‘ Radio communication ’ means the communication in writing, signs, signals, facsimilies, and sounds of all kinds by means of Hertzian waves, and includes wireless-telegraphic communications and wireless communications within the meaning of the said Act.”

The Post and Telegraph Act, 1928, (No. 12), Part XI, clause 197 (1), defines wireless telegraphy.

- (ii) All other equipment in which radio or electronic techniques are employed (hereinafter referred to as “ other equipment.”)

#### *Definitions*

2. The following definitions shall apply to manufacturing industries :—

- (a) “ Designer ” shall mean a worker over the age of twenty-one years employed in originating designs for the construction of any of the equipment defined in clause 1 (a) hereof.
- (b) “ Radio technician ” shall mean a worker over the age of twenty-one years engaged on work in the nature of finally testing, repairing, or adjusting for performance of radio equipment as defined in clause 1 (b) (i).
- (c) “ Technician ” shall mean a worker over the age of twenty-one years engaged on work in the nature of finally testing, repairing, or adjusting other equipment in complete operating conditions as defined in clause 1 (b) (ii).
- (d) “ Radio tester ” shall mean a worker over the age of twenty-one years engaged in bringing radio equipment into an operating condition, but who is not finally responsible as in subclause (b) hereof for its performance.
- (e) “ Tester ” shall mean a worker over the age of twenty-one years engaged in bringing other equipment into an operating condition.
- (f) “ Checker ” shall mean a worker over the age of twenty-one years engaged in checking the physical correctness of construction of radio or other equipment, but who is not responsible for putting it into an operating condition.
- (g) “ Assembler ” shall mean a worker over the age of twenty-one years engaged in making, assembling, and wiring together parts of equipment.
- (h) “ Junior assembler ” shall mean a worker under the age of twenty-one years engaged on work as specified in subclause (g) of this clause.

(i) The following definitions shall apply to non-manufacturing industries :—

(i) "Radio serviceman" shall mean a worker employed in such manner as requires him to be the holder of a limited licence as an electrical wireman, in the installation, adjustment, repair, or re-construction of equipment as defined in clause 1 (a), and the erection of aerials and earthing systems.

(ii) "Unlicensed serviceman" shall mean a worker not being the holder of a limited licence as an electrical wireman who is employed on work as defined in subclause (i) (i) above.

#### *Hours of Work*

3. (a) The ordinary hours of work shall not exceed eight per day, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week from Monday to Friday, both days inclusive.

(b) The employers shall supply time-sheets or time-books for their employees in which the employees' hours of work each day shall be entered by the workers.

(c) No worker shall be required to work continuously for more than four and a quarter hours without an interval for a meal.

(d) Workers engaged in installing and/or operating public-address systems shall be subject to all provisions of this award, with the following modifications :—

(i) *Hours of Work*.—Not more than eighty hours may be worked in any consecutive two-weekly period, nor more than eight consecutive hours on any one day, without payment of overtime.

(ii) *Holidays*.—A worker who is employed on any holidays shall be paid for the time worked in accordance with the provisions of subclause (b) of clause 7 of this award, or, in lieu thereof, he shall be allowed two additional days' annual leave for each such day.

#### *Wages*

4. (a) The following shall be the minimum rates of wages :—

	Per Week.		
	£	s.	d.
Designer .. .. .	9	10	0
Radio Technician.. .. .	8	10	0
Technician .. .. .	8	0	0
Radio Tester .. .. .	7	16	8
Tester .. .. .	7	16	8
Checker .. .. .	7	5	0
Assembler .. .. .	7	0	0
Radio Servicemen .. .. .	8	0	0
Unlicensed Serviceman .. .. .	7	8	0
Adult Female Assembler .. .. .	4	15	0

(b) A worker who is required for less than a week to perform work for which a higher rate of pay is provided than for his normal work shall be paid the higher rate for the whole day during which, or part of which, he is employed on such other work.

(c) Junior factory assemblers may be employed at not less than the following weekly rates of wages :—

(i) *Junior males* :—

Age Commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16 ..	33/-	39/-	45/6	52/6	58/6	65/-	71/-	78/-	90/-	102/6
16 to 17 ..	36/6	42/-	48/6	54/-	61/6	68/-	77/-	83/6	90/-	102/6
17 to 18 ..	42/-	48/-	54/-	60/6	70/6	79/-	89/-	101/-	..	..
18 to 19 ..	54/-	59/6	68/-	77/-	88/-	100/-	..	..	..	..
19 to 20 ..	68/-	73/6	86/-	99/-	..	..	..	..	..	..
20 to 21 ..	85/6	97/-	..	..	..	..	..	..	..	..

Thereafter, or on attaining the age of twenty-one years, the rates prescribed in clause 4 (a).

(ii) *Junior Females* :—

Age Commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.
Under 16 ..	30/6	37/-	43/6	50/6	56/6	63/6	73/-
16 to 17 ..	33/-	40/-	47/-	53/6	63/6	71/6	..
17 to 18 ..	40/-	47/-	53/6	60/6	70/6	..	..
18 to 19 ..	43/6	50/-	60/6	69/-	..	..	..
19 to 20 ..	50/-	58/-	67/6	..	..	..	..
20 to 21 ..	56/-	66/6	..	..	..	..	..

Thereafter, or on attaining the age of twenty-one years, the rates prescribed in clause 4 (a).

(d) Any worker who is required to work under conditions that are dirtier, more cramped, or at a height greater than normally worked, shall be paid 3d. per hour in addition to his normal rate.

(e) Any worker, other than a factory-manager, placed in charge of three or more adult workers shall be paid 3½d. per hour in addition to his ordinary wage whilst so employed.

#### Proportion

5. The number of adult females employed in any factory shall not exceed one adult female to each adult male employed.

The number of unlicensed servicemen employed shall not exceed two unlicensed servicemen to each licensed serviceman.

This clause shall not be construed to displace any adult male worker at present employed.

*Overtime*

6. (a) All time worked outside of or in excess of the hours mentioned in clause 3 hereof in any day shall be paid for at the following rates : time and a half for the first three hours and double time thereafter, excepting that up to four hours may be worked at time and a half rates on Saturday morning.

(b) If at any time a worker is called out after having ceased work, then the time so worked shall be paid for at ordinary overtime rates, to be computed from the time of leaving home to the time of his return. The minimum payment under this subclause shall be for two hours.

(c) Any worker who may work overtime until after 10 p.m. or after the cessation of public traffic, whichever is the later, and who may cease work before the ordinary time of starting shall be paid for time travelling to his home, computed on three miles an hour, at ordinary rates, unless the employer provides a vehicle, when travelling-time only shall be paid.

For the purpose of this subclause, " public traffic " shall mean and include trams, buses, trains, and ferries ordinarily used by a worker when proceeding to and from his home.

(d) Any worker having worked all day and night and being required to continue working on into the next day shall be paid double time rates for all such time worked on the second day.

(e) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid at double rates for all time worked on the second day.

(f) A break of ten minutes as supper-time or crib-time shall be allowed and paid for when overtime is worked for three hours or more.

(g) Time worked between midnight and 8 a.m. shall be paid for at double time rates : Provided, however, that if a worker commences work not earlier than 7 a.m., time worked between the commencing-hour and 8 a.m. shall be paid for at the rate of time and a half.

(h) Excepting in the case of urgent or break-down work, overtime shall not be worked on the night of the union's regular monthly meeting.

(i) Where practicable, all overtime shall be evenly distributed among the workers.

*Holidays*

7. (a) The following shall be the recognized holidays : New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof.

(b) Any worker required to work on Sundays or any of the days mentioned in subclause (a) hereof shall be paid for such time at the rate of double time, in addition to his ordinary weekly wages.

(c) In the event of a holiday as listed in subclause (a), other than Anzac Day, falling on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday such other holiday shall be observed on the succeeding working day.

(d) Each worker shall, on completion of each twelve months' service, be allowed an annual holiday of two weeks on full pay as provided for in the Annual Holidays Act, 1944.

(e) At least thirty days' notice shall be given to workers of the time when annual holidays are to commence.

#### *Outside Work*

8. (a) If a worker is required by his employer to work at a place outside of the employer's factory, workshop, or away from his ordinary place of employment, and is thereby put to expense in travelling to and from his work greater than that which he incurs when working in the factory, workshop, or ordinary place of employment, the employer shall reimburse him for such extra expense and also pay for board and lodging if necessary.

(b) Time occupied by the worker in travelling or time occupied in conveying the worker to and from such work shall be allowed and paid for by the employer: Provided, however, that where sleeping-accommodation is provided, no payment shall be made for travelling-time.

#### *Payment of Wages*

9. (a) Wages shall be paid in cash weekly not later than Thursday and during working-hours. Not more than two days' pay shall be kept in hand.

(b) In the event of a worker being discharged, he shall be paid the wages due to him the same day during working-hours.

#### *Terms of Employment*

10. (a) Not less than one week's notice shall be given by either party of the termination of employment, but this shall not prevent an employer from summarily dismissing a worker for serious misconduct.

Any worker who fails to give the requisite notice shall forfeit any pay up to two days that is due to him.

(b) The employer may make a rateable deduction from wages for any time lost by the worker through sickness, accident, or his own default.

#### *Tools*

11. Workers shall sign for any tools served to them, if requested by the employer, and shall return such tools in good order, subject to fair wear-and-tear, or pay for them, provided suitable facilities are provided by the employer for safely storing tools while not in use.

*First-aid*

12. A modern first-aid emergency case, fully equipped, shall be kept in the factory in an accessible and convenient place, in accordance with the Factories Act, 1946.

*Meal-money*

13. In the case of workers who cannot reasonably journey to and from their homes for meals being called back to work after 6 p.m. on any day, the employer shall provide them with a meal or, at the employer's option, pay each such worker 2s. 6d. tea-money.

Irrespective of any meal due or tea-money payable under the foregoing, in the event of any worker situated as aforesaid being called back to work after 1 p.m. on Saturday or Sunday and not having been given notice on the day previous of his being required to so work, the employer shall provide such worker with a midday meal or, at the employer's option, pay such worker 2s. 6d. meal-money.

*General Conditions*

14. (a) When an employee coming within the scope of this award is called upon to ride a motor-cycle with side-car, or drive a car, van, or truck, in connection with the discharge of his duties, he shall be provided with a driver's licence.

(b) It shall not be necessary for a worker to supply his own motor-vehicle in connection with his employment.

Should, however, the employer and the worker agree that there is a necessity for the worker to use his own vehicle then there shall be agreement with the employer and the union.

(c) An employee, being required by his employer to have a telephone installed in his place of residence, shall have all due charges on same paid by the employer.

(d) Workers required to work in trees or on roofs of buildings shall be supplied with suitable ladders and an assistant, and the Scaffolding and Excavation Act, 1922, in so far as it applies to this work, shall be observed.

(e) Any worker required to work amongst wet cell batteries or any acid shall be paid 2s. per day or part thereof in addition to the ordinary wages due to him and shall be supplied with rubber gloves and aprons.

(f) Lunch-room accommodation to the satisfaction of the Inspector of Awards shall be provided in all workshops or factories where six or more workers are employed. In such cases, meals shall not be partaken of elsewhere in the factory.

(g) It shall be the duty of the employer to provide lockers or other suitable accommodation, where safe custody is assured, wherein employees may keep their clothes, also a sufficient supply of boiling water at meal-times and hot water for washing at knock-off times.



(h) Floors, lighting, washing, drinking, and sanitary facilities, ventilation, and heating facilities shall be maintained in accordance with the Factories Act, 1946.

(i) Every precaution shall be taken to ensure that no worker within the scope of this award is required to enter or work in any dwelling where a person is affected with a contagious or infectious ailment.

(j) All workers coming within the scope of this award shall be allowed a morning and afternoon tea break of ten minutes each. When required, sufficient boiling water shall be made available.

(k) Where workers are required to work in a sitting position, provision shall be made for suitable chairs.

(l) Nothing in this award shall operate so as to reduce the wage of any worker during his present employment.

#### *Access to Works*

15. The secretary or other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any worker or workers, but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any shop steward who has been elected by a properly conducted secret ballot in the factory by members of the union employed therein.

#### *Matters Not Provided For*

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and his nominee and the secretary and one other member of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who shall either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

#### *Workers to be Members of Union*

17. (a) It shall not be lawful for an employer bound by this award to employ or to continue to employ in any positions or employment subject to this award any person eighteen years of age or over who is not for the time being a member of an industrial union of workers bound by this award.

(b) It shall be a breach of this award for any worker over eighteen years of age to accept employment and work under this award for a period of fourteen days without becoming a financial member of the union.

(c) The employer shall on the written request of the branch secretary of the union, at not shorter intervals than three months, supply the names of all employees at such time employed within the scope of this award.

(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.)

#### *Under-rate Workers*

18. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Application of Award*

19. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

*Scope of Award*

20. This award shall operate throughout the Northern, Taranaki, and Wellington Industrial Districts.

*Term of Award*

21. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of August, 1949, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of December, 1950.

In witness whereof the seal of the Court of Arbitration hath heretobeen put and affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

---

**MEMORANDUM**

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.

---