

SOUTH ISLAND ELECTRICAL WORKERS (RADIO SECTION)—AWARD*[Filed in the Office of the Clerk of Awards, Christchurch]*

In the Court of Arbitration of New Zealand, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):

MARLBOROUGH INDUSTRIAL DISTRICT

Moller, G., Beaver Road, Blenheim.
 New Zealand Farmers' Co-op. Association of Canterbury, Queen Street, Blenheim.
 Rabone Bros., Market Street, Blenheim.
 Thomson, A. M., Alfred Street, Blenheim.
 Tomlinson and Gifford, High Street, Blenheim.
 Whiting, T., Wellington Street, Picton.

NELSON INDUSTRIAL DISTRICT

Begg, Chas., and Co. Ltd., Trafalgar Street, Nelson.
 Griffiths, A. H., Trafalgar Street, Nelson.
 Radio Corporation, Trafalgar Street, Nelson.
 Walker, Keith, Ltd., Bridge Street, Nelson.
 Wilkens and Field, Hardy Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Bruce, W. J., Revell Street, Hokitika.
 Francis, Robert, Ltd., Revell Street, Hokitika.
 Gifford, W. M., Tainui Street, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Begg, Chas., and Co. Ltd., High Street, Christchurch and Timaru.
 Sedley Wells Ltd., Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Begg, Chas., and Co. Ltd., 36 George Street, Dunedin.
 Bell Radio Television Corporation Ltd., Great King Street, Dunedin.
 Broadway Radio and TV, 6-7 Broadway, Dunedin.
 Calder MacKay Co. Ltd., 180 Rattray Street, Dunedin.
 Columbus Radio Centre, 42 George Street, Dunedin.
 Cowan, M. G., Ltd., 29 Leith Street, Dunedin.
 Dickson Primer Television Services N.Z. Ltd., Cumberland Street, Dunedin.
 Domestic Services Ltd., Tarbert Street, Alexandra.
 Dwan, S. W., Ltd., Clyde Street, Balclutha.
 Gardens Radio and Television Service, 9 North Road, North East Valley, Dunedin.
 Gillies, G. T., Ltd., 184 Thames Street, Oamaru.
 Grubb Arnold, Ltd., 72 Main Street, Gore.
 Howorths' Radio and Electrical Supplies, 114 George Street, Dunedin.
 Independent Television Services Co. Ltd., P.O. Box 1199, Dunedin.
 Jackson and Wills Ltd., 239 Dee Street, Invercargill.
 James, H. R., Union Street, Milton.
 Mobile Television and Radio Service, 34 Prince Albert Road, St. Kilda.
 Oaten Russell Disk Den Ltd., 145 Rattray Street, Dunedin.
 Parkinson Radio and Television Ltd., 123 Dee Street, Invercargill.
 Paterson and Barr Ltd., P.O. Box 21, Dunedin.
 Radio and Television Engineering Ltd., 216 King Edward Street, South Dunedin.
 Radio Wholesalers Ltd., 89 Great King Street, Dunedin.
 Rice Refrigeration Ltd., P.O. Box 120, Gore.
 Snell, Brian, Ltd., 307 George Street, Dunedin.
 Stewart Television and Radio Ltd., 137 Main Street, Gore.
 Television Installation and Service Co. Ltd., 28 Bridgman Street, Dunedin.
 Turnbull and Jones Ltd., 175 Stuart Street, Dunedin.
 Wright Stephenson and Co. Ltd., Clyde Street, Balclutha.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 30th day of June 1967 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 22nd day of July 1965.

[L.S.]

A. P. BLAIR, 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, installation, testing, and repair of all equipment used on or in connection with radio, video, or electrically produced audio frequencies, and other communication and high frequency equipment.

(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, facsimiles, 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.

(c) Nothing in this award shall apply to supervisors placed in charge of one of more foremen.

For the purpose of this clause a "supervisor" shall mean a worker not normally required to use tools of trade.

(d) Nothing in this award shall apply to the holder of a university degree in science or engineering or graduate membership of Institutes of Radio, Mechanical, or Electrical Engineers.

Definition of Work

2. (a) "Designer" shall mean an adult person substantially employed in designing and planning for the construction or re-designing of any of the equipment as defined in clause 1 of this award.

(b) "Technician" shall mean a worker over the age of 21 years engaged on work in the nature of finally testing, repairing, or adjusting for performance of radio equipment as defined in paragraph (i) of subclause (b) of clause 1 of this award.

(c) "Serviceman" shall mean a worker employed on any of the following work: Installing, repairing, altering, assembling, testing, aligning, fault-locating, re-winding, and wiring radio and television apparatus or instruments. This shall not include assemblers as defined hereunder.

(d) "Assembler" shall mean an adult worker engaged in a factory assembling parts of apparatus.

(e) "Junior assembler" shall mean a worker engaged as specified in subclause (d) of this clause but who is under the age of 21 years.

(f) Employers shall, as far as practicable, vary the employment of juniors to cover all sections of work in the factory.

(g) "Aerial installer" shall mean an adult worker engaged in the erection, repairing, or altering of radio and television aerial systems and/or installing receivers.

(h) "Junior aerial installer" is a worker under 21 years of age engaged in the assisting of an adult in the erection, repairing, or altering of radio and television aerial systems and/or installing receivers.

Junior installers shall not be required to work alone and the proportion of junior installers employed shall not be greater than one junior installer to each installer.

(i) Installation of receivers referred to in subclauses (g) and (h) of this clause does not include internal adjustments.

Hours of Work

3. (a) The ordinary hours of work of workers employed in factories in the manufacture or assembling of radio instruments or sound-equipment shall not exceed 40 per week or eight on five days of the week, Monday to Friday, both days inclusive between the hours of 8 a.m. and 5.30 p.m. There shall be a break of not more than one hour for lunch.

(b) In the case of servicemen attached to retail establishments the hours of work shall be 40 per week, but may be worked during the hours the establishment is open for business: Provided that overtime rates shall be paid for work performed after 5.30 p.m. on the late night for shops.

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

(i) *Hours of Work*—Not more than 80 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 holiday 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.

(d) Where a time-clock is not in use, employers shall supply time sheets and/or time books for their workers in which the hours of work each day shall be entered by the workers.

(e) No worker shall be required to work for more than four and a half hours without an interval for a meal but in the case of a serviceman working outside the workshop this period may be extended to five hours when the necessity arises.

Wages, Including Factory Workers

4. (a) The following shall be the minimum rates of pay for adult workers employed in factories in the manufacture, construction, assembling, repairing, and/or servicing of equipment as defined in clause 1 of this award:

- (i) Designer, £18 14s. per week.
- (ii) Salesman-serviceman substantially employed as a serviceman in charge of one-unit shops, £17 6s. 8d. per week.
- (iii) Technician, £17 per week.
- (iv) Serviceman (with full licence), £16 10s. per week.
- (v) Serviceman (without full licence), or aerial installer, £14 18s. 6d. per week.
- (vi) Assemblers, £14 1s. per week.
- (vii) All other male workers over 21 years, £13 10s. per week.

Notwithstanding the provisions of subclause (b) of this clause workers who have served an apprenticeship under the New Zealand Electrical Trades Apprenticeship Order shall be paid under this subclause.

(b) *Junior Assemblers, Junior Aerial Installers, and Youths*—The minimum weekly rates of wages payable to junior assemblers, junior aerial installers, and youths shall be as follows:

	Per Week		
	£	s.	d.
Under 17 years of age	5	0	0
17 and under 18 years of age	6	5	0
18 and under 19 years of age	7	15	0
19 and under 20 years of age	9	0	0
20 and under 21 years of age	10	6	0

Thereafter not less than the rates prescribed in subclause (a) of this clause.

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

(d) Any licensed serviceman, foreman, or charge hand other than the factory manager placed in charge of three or more servicemen shall be paid 4s. per day in addition to his ordinary wages while so employed.

(e) Any worker receiving a higher wage than herein prescribed shall not have his wages reduced during his present employment.

(f) After five years of continuous service with the same employer every worker shall be entitled to a service bonus of 5s. per week and after 10 years of continuous service with the same employer 10s. per week above the rate prescribed in this clause: Provided that this provision shall not apply when the employer has in operation, or brings into operation, a scheme for rewarding long service (which may include a superannuation scheme) whether on a weekly or annual basis which is not less favourable to the worker than the foregoing provision. It shall be the responsibility of the worker to notify the employer when he has completed five or ten years' continuous service.

(g) A journeyman who holds the Advanced Trade Certificate in radio (television) shall be paid 6d. per hour in addition to the rates provided under subclause (a) of this clause.

Employment of Females

5. (a) Female workers may be employed under the general provisions of this award at the rates set out in subclause (c) of this clause.

(b) Female workers employed at the coming into operation of this award shall not have their existing rates reduced while they continue in the same employment.

(c) Female workers shall be paid not less than the following weekly rates of wages:

Age Commencing	First Six Months	Second Six Months	Third Six Months	Fourth Six Months	Fifth Six Months	Sixth Six Months	Seventh Six Months
Under 17 ..	84/11	97/1	106/8	117/3	134/3	147/9	158/4
17 to 18 ..	94/2	106/8	117/3	128/11	145/7	157/-	..
18 to 19 ..	100/10	113/3	128/11	143/6	154/11	..	..
19 to 20 ..	111/2	124/8	140/10	153/10	..	..	..
20 to 21 ..	121/3	139/-	..	..	..	..	..

Thereafter or on attaining the age of 21 years not less than £10 per week.

Overtime

6. (a) All time worked in excess of or outside the hours mentioned in clause 3 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that four hours may be worked up to noon on Saturdays at time and a half rates. Time worked between 10 p.m. and 6 a.m. or after noon on Saturdays shall be paid for at double time rates.

(b) If at any time a worker is called out after having ceased work then the time shall be paid for at ordinary overtime rates, to be computed from the time of leaving home to the time of his return.

(c) Any worker who may work until the cessation of public conveyances and who may cease work before the ordinary time of starting shall be paid for time travelling to his home, computed on 3 miles an hour, at the ordinary rates, unless the employer provides a vehicle, when travelling time only shall be paid.

(d) Where a worker is engaged continuously on an overtime job, overtime rates shall continue until the worker is released from work.

(e) Supper time of 10 minutes when working overtime shall be paid by the employer.

(f) Any worker called out on an overtime job shall be paid a minimum of two hours at overtime rates.

(g) All overtime shall be calculated on a daily basis.

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

Holidays

7. (a) The following shall be the recognised holidays: New Year's Day, 2 January, 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) of this clause shall be paid for such time at the rate of double time, in addition to his ordinary wages.

(c) If any of the above holidays, except Anzac Day, falls on a Saturday or a Sunday, the holidays shall be observed on the following working day or days.

(d) Annual holidays shall be allowed in terms of the Annual Holidays Act 1944. Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed, and at the date of any such period any such worker has not become entitled to an annual holiday, then the employer may, before that date pay to that worker, in addition to all other amounts due to him, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

This subclause shall not apply to juniors during their first year of employment.

(e) On completion of 10 years' continuous service with the same employer a worker shall be granted in respect of the tenth and each subsequent year of service with that employer an annual holiday of three weeks instead of two weeks. Such extra week may be allowed either in conjunction with, or separately from, the first two weeks as the employer may decide and as far as practicable to meet the wishes of the worker.

Travelling Expenses

8. (a) A worker who is required to perform work outside a radius of a quarter of a mile from the employer's place of business shall have his travelling expenses paid to and from the place where the work is to be performed.

(b) A worker transferred to another locality shall have his reasonable travelling expenses, including board and lodging, paid by the employer.

Payment of Wages

9. (a) All wages shall be paid weekly not later than Thursday and in the employer's time.

(b) When a holiday falls on a pay day, wages shall be paid prior to the holiday.

(c) Each worker shall on request be supplied with a statement showing details of his earnings for each pay period and any deduction therefrom.

Termination of Employment

10. Not less than seven days' notice shall be given by either party of the termination of employment and where the employment is terminated without the requisite notice one week's wages shall be paid or forfeited by the party who fails to give notice; but nothing in this clause shall prevent the summary termination of the employment for misconduct. The period of notice in either case shall be exclusive of the whole or any part of the annual holiday required to be given in pursuance of this award.

Tools

11. The employer shall supply all equipment and tools except pliers, diagonal side-cutters, and screwdrivers. The equipment and tools supplied shall remain the property of the employer. In television service workshops a vacuum cleaner shall be supplied.

Accidents

12. A suitable emergency case, fully equipped, shall be kept in a convenient and accessible place in every workshop, also a chart of instructions for treating cases of apparent electrocution shall be prominently displayed in every workshop, and shall be in charge of a capable man.

Meal Money

13. Employers shall supply a meal or they shall allow meal money at the rate of 5s. 7d. per meal for all meals on overtime work, provided that workers cannot reasonably get home for their meals and return to work in one hour.

General Conditions

14. (a) No worker shall be required to supply his own vehicle in connection with his employment.

(b) No worker shall be required to test or repair apparatus at his place of residence.

(c) When an employee coming within the scope of this award is called upon to ride a motor cycle with sidecar, or drive a car, van, or truck in connection with the discharge of his duties, the employer shall be responsible for his driver's licence fee.

(d) The provisions of the Factories Act 1946 relating to the safety, health, and welfare of workers shall apply.

(e) All workers coming within the scope of this award shall be allowed a morning and afternoon rest period of 10 minutes each. A sufficient supply of boiling water shall be made available at short notice.

(f) Workers using their own bicycles in connection with the employer's business, and at his request, shall be paid 4s. per week bicycle allowance.

(g) All workers shall be supplied with two dust coats, smocks, or overalls which shall be replaced by the employer when necessary. All issues of clothing to remain the property of the employer.

(h) Workers required to work on roofs shall be required to wear suitable footwear for which an allowance of 2s. per week shall be paid.

(i) No worker shall be required to work on a roof in heavy rain or during the hours of darkness.

Access to Works

15. The secretary or other authorised representative 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.

Unqualified Preference

16. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

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

(c) Every worker obliged under subclause (a) hereof to become a member of a 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 a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award 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 wages prescribed for adult workers by this award.

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

Under-rate Workers

17. (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 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 14 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.

Disputes

18. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

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 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 Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Notification

21. Any employer who is requested in writing by the secretary of the union so to do shall, within one month after such request, supply to the union a list of all workers coming within the scope of this award then in his employ; but such request shall not be made to any employer at intervals shorter than six months.

Term of Award

22. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the working week in each establishment commencing on or after the 1st day of July 1965, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June 1967.

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 22nd day of July 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 16 in the award in the form in which it was agreed upon in the Council of Conciliation.

The following is recorded at the request of the assessors:

In view of discussions taking place between the union of workers and the employers concerning the hours of work for servicemen engaged on television servicing work, the assessors request the Court to accept, during the currency of the award, an application for amendment to be submitted jointly by the union of workers and the union of employers.

A. P. BLAIR, Judge.
