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**South Island Radio and Associated
Electronics Employees—Collective
Agreement (Conciliated)**

Dated 14/11/74

**SOUTH ISLAND RADIO AND ASSOCIATED ELECTRONICS
EMPLOYEES—REGISTERED COLLECTIVE AGREEMENT**

In the Industrial Commission of New Zealand—In the matter of the Industrial Relations Act 1973; and in the matter of the South Island Radio and Associated Electronics Employees Dispute of Interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers, and the undermentioned:

MARLBOROUGH INDUSTRIAL DISTRICT

New Zealand Farmers' Co-operative Association of Canterbury, Queen Street, Blenheim.
Rabone Brothers, Market Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

Wilkins and Field, Hardy Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Gifford, W. M., Tainui Street, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Autocraft Radio Limited, 1 Walker Street, Christchurch.
Dominion T.V. Services, 38 Lichfield Street, Christchurch.
Philips Electrical Industries of N.Z. Limited, 77 Ferry Road, Christchurch.
Plessey (N.Z.) Limited, 50 Peterborough Street, Christchurch.
Pye Telecommunications Limited, 61 Fitzgerald Avenue, Christchurch.
Tait Electronics Limited, 42 Bedford Row, Christchurch.
Television Installation and Service Company Limited, 201 Moore Street, Ashburton.
Tisco Limited, 18 St Asaph Street, Christchurch.
Tricity House Limited, 209A Manchester Street, Christchurch.
Vincent Precision Radio Limited, 827 Colombo Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Bell Radio Television Corporation Limited, Great King Street, Dunedin.
Broadway Radio and Television, 6-7 Broadway, Dunedin.
Gardens Radio and Television Service, 9 North Road, North East Valley, Dunedin.
Gillies, G. T., Limited, Thames Street, Oamaru.
Howorths Radio and Electrical Supplies, 114 George Street, Dunedin.
Independent Television Service Company Limited, P.O. Box 1199, Dunedin.
Jackson and Wills Limited, 239 Dee Street, Invercargill.
Parkinson Radio and Television Limited, 123 Dee Street, Invercargill.
Paterson and Barr Limited, P.O. Box 21, Dunedin.
Radio and Television Engineering Limited, 216 King Edward Street, South Dunedin.
Rice Refrigeration Limited, P.O. Box 120, Gore.
Stewart Television and Radio Limited, 137 Main Street, Gore.
Television Installation and Service Company Limited, 28 Bridgman Street, Dunedin.
Wright Stephenson and Company Limited, Clyde Street, Balclutha.

The Industrial Commission, having before it the terms of a conciliated settlement arrived at in the above-mentioned dispute of interest and notified to the Commission pursuant to the provisions of section 82 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto, and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 14th day of November 1974.

(L.S.)

G. O. Whatnall, President.

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SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. (a) This agreement 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 or components.

(b) For the purpose of establishing technical definitions of employment, equipment as specified above shall be defined in the following categories:

- (i) "Radio equipment" shall mean and include all apparatus within the meaning of the Radio Regulations 1953 and amendments, which is capable of effecting radio communications under power.

“Radio communication” means any transmission, emission or reception of signs, signals, writing, images, and sounds or intelligence of any nature by means of electro-magnetic waves between 10 Kc/s and 3,000 Mc/s over paths which are not provided by any material substance constructed or arranged for the purpose; and includes any transmission for the actuation or control of machinery or apparatus.

(ii) “Other equipment” shall mean all other equipment in which radio or electronic techniques are employed.

(c) Nothing in this agreement shall apply to supervisors placed in charge of one or 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 agreement shall apply to the holder of a university degree in science or engineering or graduate membership of Institutes of Radio, Mechanical, or Electrical Engineers.

DEFINITIONS

2. (a) “Designer” shall mean a worker over the age of 20 years employed in originating designs for the construction of any of the equipment defined in subclause (a) of clause 1 of this agreement.

(b) “Radio technician” shall mean a worker over the age of 20 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 agreement.

(c) “Technician” shall mean a worker over the age of 20 years engaged on work in the nature of finally testing, repairing, or adjusting other equipment in complete operating condition as defined in paragraph (ii) of subclause 8 of clause 1 of this agreement.

(d) “Radio tester” shall mean a worker over the age of 20 years engaged in bringing radio equipment into an operating condition but who is not finally responsible as in subclause (b) of this clause for its performance.

(e) “Tester” shall mean a worker over the age of 20 years engaged in bringing other equipment into an operating condition.

(f) “Checker” shall mean a worker over the age of 20 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 20 years engaged in making, assembling, and wiring together parts of equipment including assembling, testing, and checking of telephone units.

(h) “Junior assembler” shall mean a worker under the age of 20 years engaged on work as specified in subclause (g) of this clause.

(i) A “foreman” is a worker placed in charge of six or more workers exclusive of any worker paid in accordance with subclause (d) of clause 4 of this agreement.

(j) “Registered radio serviceman” shall mean a worker who is employed to carry out work according to the terms of his licence issued under the Electricians Act 1952, including testing, repair, installation, or maintenance of electronic equipment.

(k) “Improver” shall mean a worker who has not passed the servicemen’s examination or who is not the holder of suitable registration or apprenticed, but who is authorised by the Electrician’s Board to carry out the work of a radio serviceman.

(l) Any worker who has completed his apprenticeship shall be deemed to be 20 years of age.

(m) "Installer" shall mean a worker engaged in the erection, repairing, or altering of radio and television aerial systems, and setting up television receivers without removing the back of same.

(n) "Junior installer" is a worker under 20 years of age engaged in the assisting of an installer in the erection, repairing, or altering of radio and television aerial systems. 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.

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.: Provided, however, that by agreement with the local branch of the union, an earlier commencing time may be arranged but not earlier than 7.30 a.m. There shall be a break of not more than one hour for lunch. For workers not elsewhere provided for, the time shall be worked between 8 a.m. and 5.30 p.m. or such other hours as may be agreed between the employer and the union.

(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 agreement, 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 sub-clause (b) of clause 6 of this agreement 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

4. (a) The following shall be the minimum rates of pay for adult workers:

	To Commence	After one year's continuous service with the same employer	After five years' continuous service with the same employer
	Per Week	Per Week	Per Week
	\$	\$	\$
Designer ..	93.26	95.78	
Radio Technician ..	85.92	88.43	
Foreman ..	82.96	85.60	
Registered Radio Serviceman ..	85.92	88.43	
Improver ..	83.04	84.56	85.56
Technician ..	79.23	80.73	81.71
Radio Tester ..	71.44	72.92	73.93
Tester ..	71.44	72.92	73.93
Installer ..	68.69	70.18	71.17
Checker ..	68.00	69.48	70.48
Assembler—			
Male ..	67.43	68.93	69.91
Female ..	56.65	57.91	58.73
provided that as from 1 October 1974 the rates shall be	59.34	60.66	61.52

(b) Junior Assemblers, Junior Aerial Installers, and Other Juniors—The minimum weekly rates of wages payable to junior assemblers, junior aerial installers, and other juniors shall be the following percentages of the assembler's rate as prescribed in subclause (a) of this clause:

	Percentage Assembler's Rate
Under 17 years of age ..	45
17 and under 18 years of age ..	55
18 and under 19 years of age ..	65
19 and under 20 years of age ..	80

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 or chargehand other than the factory manager placed in charge of three or more servicemen shall be paid 71.4 cents 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) A journeyman who holds the Advanced Trade Certificate in radio (television) shall be paid 8 cents per hour in addition to the rates provided under subclause (a) of this clause.

(g) Any worker who is required to work under conditions that are dirtier or more cramped than normally worked, shall be paid 5.7 cents per hour in addition to his normal rate, with a minimum payment of 46 cents per day for dirtier work.

(h) A sole radio serviceman working as the only one at his trade in an establishment shall be paid 4 cents per hour extra.

(i) (i) Any worker who obtains a pass in the current colour television endorsement examination conducted by the New Zealand Trades Certification Board shall be paid 8 cents per hour in addition to the rates prescribed in subclauses (a) and (f) of this clause.

(ii) In recognition of any additional skills required, a registered radio serviceman while employed servicing colour television receivers shall be paid an allowance of \$6.85 per week. This allowance shall not count in the calculation of overtime.

SPECIAL PAYMENT FOR REGISTRATION

5. In addition to the wage rates prescribed, a worker who has applied for registration, paid the appropriate fee, and received his registration as an electrician or radio serviceman from the Electricians Registration Board in terms of the Electricians Act 1952 shall be paid \$2 per week extra for each week or part of a week worked; this payment shall be made for annual holidays. This payment takes into account the qualifications, responsibilities, obligations, restrictions, and penalties imposed by the Electricians Act 1952 and its amendments with particular reference to:

Section

- 10—Restrictions on registration
- 11—Qualifications for registration
- 14—Mode of registration
- 17—Cancellation of registration
- 20—Persons who may do electrical wiring work
- 24—Inspection of electrical wiring work
- 27—Suspension or removal of name from register where work is defective
- 30—Board of Appeal
- 31—Offences—Work dangerous to life
- 32—Offences—False or fraudulent representations to Board
- 37—Regulations

OVERTIME

6. (a) All time worked in excess of or outside the hours mentioned in clause 3 of this agreement shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Time worked between 10 p.m. and 8 a.m. or after noon on Saturday 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.

(b) If at any time a worker is called out after having ceased work than 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 three 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 ten 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, New Zealand 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) 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 New Zealand Day or Anzac Day, fall on a Saturday or a Sunday, the holidays shall be observed on the following working day or days.

ANNUAL HOLIDAYS

8. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of three weeks paid on the basis of the worker's average weekly taxable earnings: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment. The third week's holiday may be taken in conjunction with or separately from the first two weeks' holiday as the employer may decide, and as far as practicable to meet the wishes of the worker.

(b) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(c) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (d) of this clause subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(d) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for that period of employment.

(e) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(f) 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 or the work of these workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday then the worker shall not be entitled to any wages for three weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for the period of his employment up to that date, and 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.

(g) At least 30 days' notice shall be given to workers of the time when annual holidays are to commence, but where practicable three months' notice shall be given: Provided, however, that where it is customary to allow annual

holidays when the premises of the employer are closed, not less than three months' notice of the commencement of the annual holidays shall be given.

SPECIAL HOLIDAYS FOR LONG SERVICE

9. (a) A worker shall be entitled to special holidays as follows:

- (i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous service with the same employer;
- (ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous service with the same employer;
- (iii) One special holiday of five weeks after the completion of 40 years' continuous service with the same employer.

(b) Should a worker have completed 30 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944, and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service, which is not less favourable to the worker than the foregoing, including any bonus or gratuity or superannuation scheme (whether or not such scheme is solely at the cost of the employer, but at no less cost to the employer than the cost involved in providing special holidays under this clause).

(f) No worker shall during any period when he is on special holiday engage in any employment for hire or reward.

SICK PAY

10. (a) After 12 months' continuous service with the same employer a worker shall be entitled in each subsequent year of service to sick pay for up to five days cumulative to a maximum of 30 days calculated at the rate of his ordinary pay.

(b) Sick pay shall not be paid in respect of any statutory or agreement holiday for which the worker is entitled to full pay.

(c) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

(d) The employer may require a claim for sick pay to be supported by a medical certificate.

(e) It shall be obligatory on the worker to ensure notice is given to the employer on the first day of absence due to illness.

(f) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

CONTINUITY OF SERVICE

11. For the purpose of this agreement continuous service with the same employer shall not be deemed to be broken by reason of the sale or transfer, including merger, of a business to a new employer who continues to employ such workers.

TRAVELLING EXPENSES

12. (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

13. (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.

(d) An employer may, with the written consent of the worker concerned, pay wages by cheque or by lodgment at a bank to the credit of an account standing in the name of the worker.

TERMINATION OF EMPLOYMENT

14. 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 agreement.

TOOLS

15. 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

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

MEAL MONEY

17. Employers shall supply a meal or they shall allow meal money at the rate of \$1 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

18. (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 agreement 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 agreement shall be allowed a morning and afternoon rest period of ten 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 45 cents 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 32 cents per week shall be paid.

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

(j) Any worker required to work on a roof of a multi-storey commercial building without a parapet or on any roof with a pitch of 45 degrees or more shall be paid 5.7 cents per hour extra whilst so employed.

ACCESS TO WORKS

19. 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.

UNDER-RATE WORKERS

20. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on application of the worker after due notice to the union, by the local Inspector of Awards and Agreements 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 the 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 workers 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 and Agreements 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.

UNQUALIFIED PREFERENCE

21. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this

agreement, 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 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 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 agreement.

(d) Every 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 of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(Note—Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

NOTIFICATION

22. 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 agreement then in his employ; but such request shall not be made to any employer at intervals shorter than six months.

DISPUTES

23. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

(i) The interpretation of this instrument; or

(ii) Any matter (not being a personal grievance within the meaning of section 17 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

(i) Mutually agreed upon by the parties; or

(ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

(i) Make a decision, which shall then be the decision of the committee; or

(ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

- (i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and
- (ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
- (iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work either totally or partially, because of the dispute;
- (ii) While the provisions of this clause are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(Note—This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

PERSONAL GRIEVANCES

24. (a) For the purposes of this clause, the expression “personal grievance” means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
- (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;
- (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker’s grievance, and of the issues, for all subsequent consideration of the case;
- (v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;

- (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation;
 - (vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;
 - (viii) The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both;
 - (ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on all parties;
 - (x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedure.
- (c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:
- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
 - (ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.
- (d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.
- (e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:
- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
 - (ii) His reinstatement in his former position or in a position not less advantageous to him;
 - (iii) The payment to him of compensation by his employer.
- (Note—This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

APPLICATION OF AGREEMENT

25. This agreement 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 agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within the industrial districts to which this agreement relates.

SCOPE OF AGREEMENT

26. This agreement shall operate throughout the Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

TERM OF AGREEMENT

27. This agreement, 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 pay period in each establishment commencing on or after the

1st day of July 1974, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 30th day of June 1975.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 14th day of November 1974.

(L.S.)

G. O. Whatnall, President.

MEMORANDUM

This collective agreement incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Conciliation Council. The unqualified preference provision (clause 21) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the 9 per cent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

Having regard to prevailing circumstances the Commission has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this agreement is to continue in force being less than one year from the date of registration of this agreement.

The terms of settlement provide for the second step towards the implementation of equal pay for female assemblers under the Equal Pay Act 1972 by increasing the percentage relationship of the adult female rates to 88 per cent of the male rates on and from 1 October 1974.

G. O. Whatnall, President.