

## (1877.) AUCKLAND LITHOGRAPHERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908,” and the amendment thereof; and in the matter of an industrial dispute between the Auckland Lithographic Society Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Brett Printing and Publishing Company, Shortland Street, Auckland.

*Herald* Printing and Publishing Company, Queen Street, Auckland.

Chatwin and Whelan, lithographers, Albert Street, Auckland.

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and the agreement arrived at by the parties hereto, and in order to give effect to the application of all the parties that the terms and conditions thereof should be embodied in this award, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 26th day of July, 1909, and shall continue in force until the 26th day of July, 1910.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of July, 1909.

W. A. SIM, Judge.

## SCHEDULE.

*Hours of Labour.*

1. The week's work shall not exceed forty-eight hours, and shall be worked between the hours of 8 a.m. and 6 p.m. on five days of the week, and from 8 a.m. till noon on Saturdays.

*Wages.*

2. All journeymen lithographic transferors shall be paid not less than £3 5s. per week of forty-eight hours; journeymen lithographic machinists, not less than £3 2s. 6d. per week of forty-eight hours.

*Classification of Labour.*

3. Only two classes of labour shall be recognised—viz., journeymen and apprentices.

*Apprentices.*

4. The period of apprenticeship shall be for six years, but six months' probation shall be allowed the first employer of any apprentice, such six months to be included in the period of apprenticeship should the apprentice be bound. Apprentices shall be bound by one or other of the modes hereinafter mentioned:—

(A.) By instrument in writing duly binding on the parties, in the absence of which the parties shall be deemed to have entered into the following arrangement.

(B.) By taking the apprentice hereunder without writing, subject to the following conditions.

(a.) Any employer taking an apprentice hereunder shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay the apprentice the rate of wages herein provided.

(b.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice, he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory upon any employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate for the time actually served.

(c.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(d.) When an apprentice is discharged for cause, the employer shall send notice of the discharge to the Inspector of Factories.

(e.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

5. The rate of wages for apprentices shall be as follows: At the rate of 6s. per week for the first year; at the rate of 9s. per week for the second year; at the rate of 13s. per week for the third year; at the rate of 17s. 6d. per week for the fourth year; at the rate of £1 5s. per week for the fifth year; at the rate of £1 10s. per week for the sixth year.

6. All time lost by an apprentice either through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship.

#### *Limitation of Apprentices.*

7. The proportion of apprentices shall be one for the house, and one for every three journeymen who have been regularly employed for two-thirds of the year.

#### *Overtime.*

8. All work worked beyond the time mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at the following rates: From 6 p.m. to 10 p.m., time and a quarter; from 10 p.m. till midnight, time and a half; from midnight till usual time of starting in the morning, double time.

#### *Holidays.*

9. All work done on Sundays, Christmas Day, or Good Friday shall be paid for at the rate of double time, and all work done on the 1st January, Anniversary Day, Easter Monday, Labour Day, sovereign's birthday, and Boxing Day shall be paid for at the rate of time and a half.

#### *Preference.*

10. Employers shall when engaging workmen employ members of the union in preference to non-members when members are at least equally capable of performing the particular work required to be done; but if in any particular case the employer for any reason whatever desires to employ a non-member, he shall be at liberty to do so on condition that such non-member shall consent within one calendar month after his engagement to be enrolled as a member of the union. And the union hereby agrees not to offer any objection to such enrolment.

*Scope of Award.*

11. This award shall apply to all employers carrying on business within a radius of twelve miles from the Chief Post-office in the City of Auckland.

*Term of Award.*

12. This award shall come into force on the 26th day of July, 1909, and shall continue in force until the 26th day of July, 1910.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 21st day of July, 1909.

W. A. SIM, Judge.

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MEMORANDUM.

This award embodies, without alteration, the agreement of the parties.

W. A. SIM, Judge.

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