

(6285.) INVERCARGILL (FIVE-MILES RADIUS) JOURNALISTS.—
AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Dunedin Journalists' Industrial Union of Workers (Invercargill Branch) (hereinafter called "the union") and the Southland Times Company (Limited) and the Southland Daily News Company (Limited) (hereinafter called "the employers").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representa-

tives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 8th day of November, 1920, and shall continue in force until the 1st day of November, 1921, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 28th day of October, 1920.

— T. W. STRINGER, Judge

SCHEDULE.

Definitions.

1. (a.) A "reporter" is one who is regularly assigned reporting-work and who is a member of the reporting staff.

(b.) A "cadet reporter" is one who is training for journalism and who has not had more than three years' experience in journalism.

(c.) A "casual reporter" is a reporter who is engaged occasionally upon engagements allotted to him. (This definition shall not apply to any one not actually a reporter who is employed to supply a casual report of any kind.)

Hours.

2. (a.) A reporter's hours shall not extend over more than twelve consecutive hours (meal-hours included) in any twenty-four hours.

(b.) A reporter shall not be brought back to work after the expiration of his day's work until after an interval of at least twelve hours, except in exceptional circumstances.

(c.) All time worked in excess of these hours shall be compensated for within twenty-one days of the day of computation, at the rate of one hour and a half for every hour overtime worked; or, if not paid for in time off within fourteen days, it shall be paid for in cash at the rate of time and a half.

Wages.

3. (a.) The minimum wages payable to workers subject to this award shall be: Senior reporters, £6 10s. per week; general reporters, £5 per week; junior reporters—first year £4 per week, second year £4 10s. per week; cadets—first year £1 10s. per week, second year £2 10s. per week, third year £3 10s. per week.

(b.) The minimum rates above prescribed shall be increased by the following bonuses unless and until the Court shall otherwise order: To senior and general reporters, a bonus of 10s. per week; and to junior reporters and cadets, a bonus of 5s. per week.

(c.) Casual reporters: Up to four hours in any one day, 12s. 6d.; over four hours in any one day, £1. Time after twelve hours in any one day to be paid for at overtime rates, as prescribed in clause 2 hereof.

Proportionate Grading.

4. (a.) The following proportion of grading of the reporting staff shall be observed (cadets and casual reporters being excluded):—

	Number of Staff.		
	One.	Two.	Three.
Seniors	1	1	1
Generals	1	1
Juniors	1

(b.) The proportion of cadets to reporters shall be as follows: Up to three reporters, one cadet.

(c.) Sub-editors, sporting and other departmental writers fully employed on the daily paper staff shall in no case be paid less than the salary provided for a senior reporter, but shall be exempted from the staff grading clause of this award.

Holidays.

5. (a.) Reporters shall be allowed at least one clear day off in every seven, and also one half-holiday off, from 1 p.m. onwards,

in each seven days in the case of evening papers, and in the case of morning papers from 6 p.m., or earlier if possible, for the reporters engaged on morning assignments.

(b.) The evening off shall not apply to general-election periods, which shall be computed as between the date of the prorogation of Parliament and the day after the election, both days inclusive.

(c.) All reporters who are subject to this award, and all sub-editors, shall be entitled each year to two successive weeks' holiday; such holiday in every third year of service being increased to three successive weeks.

(d.) Sub-editors who are not allowed a weekly half-holiday as provided for reporters in subclause (a) hereof shall be allowed two weeks' annual holiday additional to those provided in subclause (c) hereof.

Termination of Engagement.

6. One month's notice of the intended termination of the engagement shall be given on either side.

Under-rate Workers.

7. (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.

Preference.

8. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within one calendar month after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week, and only so long as the union shall not be associated in any way with any other industrial union or trade-union, or association of such unions, or association of other workers.

Scope of Award.

9. This award shall be limited in its operation to the area lying within a radius of five miles from the Chief Post-office, Invercargill.

Term of Award.

10. This award shall come into force on the 8th day of November, 1920, and shall continue in force until the 1st day of November, 1921.

In witness whereof the seal of the Court of Arbitration hath here-to been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 28th day of October, 1920.

T. W. STRINGER, Judge.

MEMORANDUM.

The only matters referred to the Court for settlement in this dispute were those relating to wages, the question whether readers should be included in the award, and the question of making provision for additional holidays for sub-editors who do not receive the weekly half-holiday. In all other respects the award embodies the recommendations of the Conciliation Council.

T. W. STRINGER, Judge.