

(7121.) AUCKLAND CITY JOURNALISTS.—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Journalists' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Brett Printing and Publishing Company (Limited), Auckland.

Messrs. Wilson and Horton, Newspaper Proprietors, Auckland.

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 representatives 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 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 from the 6th day of March, 1922, and shall continue in force until the 6th day of March, 1924, 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 affixed, and the Judge of the Court hath hereunto set his hand this 21st day of February, 1922.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Interpretation.*

1. (a.) Reporter : A " reporter " is one who is daily assigned duty in the reporters' diary, and who takes his regular and adequate share of the reporting-work of the newspaper on which he is employed.

(b.) A " cadet " is one who is in training for journalism by assisting on the reporting staff or assisting on the sub-editorial staff, but who has not had three years' experience.

(c.) A " casual reporter " shall mean a reporter who is engaged occasionally upon engagements assigned 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.

(d.) A "temporary reporter" is a reporter, other than a "casual reporter," who is employed for not less than seven consecutive days, and who is not on the permanent staff. His employment, if lasting more than seven consecutive days, shall be subject to a week's notice of termination on either side. If he is employed for more than three months continuously he shall be placed on the permanent staff and graded accordingly.

(e.) A "reader" is one substantially engaged in the reading of proofs of matter intended for insertion in any newspaper on the staff of which he or she is regularly employed.

(f.) A "reviser" is one substantially engaged in the reading of corrected proofs of matter intended for insertion in any newspaper on the staff of which he or she is regularly employed.

(g.) A "copyholder" is one regularly employed as a reader's assistant.

#### *Hours of Work.*

2. (a.) The hours for reporters calculated on actual work for the office shall not exceed forty-eight per weekly period, and time in excess of forty-eight hours in the period shall be regarded as overtime. The hours of work shall be calculated continuously from the time the member of the staff commences his or her assignment or other duty to the time he or she completes the day's work: Provided that if there be a break of two hours or more in the day's work during which the reporter's time shall be absolutely at his or her own disposal such break shall not be calculated in computing the working-hours for the day. In no case shall there be more than one such break in the day's work.

(b.) The reporters' diary, setting forth the assignments allotted to members of the reporting staff, shall be made up daily not later than 10 p.m. on the day prior to that to which such assignments refer, or, in the case of an evening paper, not later than 9 a.m. on the day to which such assignments refer. Should it become necessary after the diary is made up to allot to any reporter an assignment other than that originally allotted to him, steps shall be taken to inform such reporter of the alteration in time to permit of his punctual attendance upon such new assignment.

(c.) The time-book shall, as far as possible, be signed daily by each member of the staff.

(d.) Work which takes a reporter into the country and parliamentary special correspondence shall be subject to such arrangements as may be agreed upon between the chief reporter or sub-editor and the reporter undertaking the work.

(e.) No reporter on a morning newspaper engaged up to midnight shall be called on duty next day before 2 p.m., except in cases of special emergency.

(f.) In the event of a reporter being employed during the parliamentary session in Wellington he shall receive an allowance of £3 per week in addition to his ordinary salary.

*Overtime.*

3. At the end of each weekly period the overtime accruing shall be computed, and shall be compensated for within fourteen days of the day of computation at the rate of one hour and a half for each hour of 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.

*Holidays.*

4. (a.) All journalists regularly employed who are subject to this award shall be allowed the following holidays in each year on full pay:—

(1.) Sub-editors and chief reporters, three successive weeks.

(2.) All others, two successive weeks, such holiday in every third year of service being increased to three successive weeks.

They shall also be allowed one clear day off in each seven days, and also one half-day off, from 1 p.m. onwards, in each seven days in the case of evening papers, and in the case of morning newspapers from 6 p.m., or earlier if possible, for the reporters engaged on morning assignments: Provided that, if a reporter engaged on an evening newspaper is required to do occasional work on the day allotted as the "clear day off" in any week, the time so worked shall be compensated for within twenty-one days thereafter at the rate of one hour and a half for each hour so worked, or shall be paid for in cash at the rate of time and a half, or in the alternative (i) three successive clear days off in fourteen days, (ii) two successive clear days off and two half-days off in fourteen days.

Sub-editors may receive three clear days off in fourteen days in lieu of the clear day and half day in seven days.

(b.) The half-holiday shall not necessarily apply to general-election periods.

(c.) Notice of such full or half day off shall be given in the notice-book to the staff members on the day prior to that on which the day or half-day off is to be given.

*Termination of Engagement.*

5. At least one month's notice of termination of engagement shall be given on either side.

*Proportionate Grading.*

6. The following proportion of grading of the reporting staffs shall be observed, cadets and casual reporters being excluded:—

Number of staff, excluding cadets	..	10	11	12	13	14
		—	—	—	—	—
Number of senior reporters	..	4	5	5	5	6
Number of general reporters	..	4	4	5	5	5
Number of junior reporters	..	2	2	2	3	3
Cadets, in addition, not to exceed	..	2	2	2	2	2

*Salaries.*

7. The minimum salaries payable to workers subject to this award shall be—

	Per Week.
	£ s. d.
Senior reporters .. .. .	7 10 0
General reporters .. .. .	6 5 0
Juniors, first year .. .. .	4 0 0
Juniors, second year .. .. .	4 10 0
Cadets, first year .. .. .	1 10 0
Cadets, second year .. .. .	2 15 0
Cadets, third year .. .. .	3 10 0

Sub-editors shall be paid not less than the amount above prescribed for senior reporters.

Readers shall be paid not less than the minimum rates of wages (including bonuses) and overtime, and shall work the hours and be subject to the conditions and receive the holidays prescribed for linotype operators in the Typographical award for the time being in force.

First reader shall receive not less than 10s. per week above the minimum rate for readers.

Reviser .. .. .	2 15 0
Copyholder, first year .. .. .	1 5 0
Copyholder, second year .. .. .	1 10 0
Copyholder, third year .. .. .	1 15 0

Revisers and copyholders shall work the same hours and be subject to the same conditions and receive the same holidays as prescribed for readers.

*Bonus.*

8. The minimum rates prescribed in the last preceding clause shall be increased (except in the case of readers) by the following bonuses unless and until the Court shall otherwise order: To cadets and copyholders, a bonus of 6s. per week; and to all other workers, a bonus of 13s. per week.

*General.*

9. (a.) The provisions of this award, except where clauses are specifically limited in their operation, shall include in their scope sub-editors (other than two sub-editors on each paper to be nominated by the proprietors as their agents to a member of the union executive), sporting and other departmental writers fully employed on the daily paper staff; but sub-editors, sporting and other departmental writers shall be exempted from the staff-grading clause of this award.

(b.) Any writer engaged exclusively in charge of the sporting (or sporting and athletic) news shall be paid a salary not less than that of a senior reporter, and any assistant exclusively engaged in sporting writing shall be paid according to his experience and qualifications.

(c.) The duties of the members of the staff shall be allotted by the employer to suit the convenience of the office, and no exception shall be taken to the class of work allotted to men in different grades.

*Casual Reporters.*

10. Casual reporters engaged on the city reporting staff shall be paid as follows: Up to four hours' unbroken time in any one day, 15s.; over four hours' working-time in any one day, £1 5s. These rates shall not be subject to variation during the currency of this award by any general order made by the Court in exercise of the powers conferred on it by the Industrial Conciliation and Arbitration Amendment Act, 1921-22 (No. 2).

*Under-rate Workers.*

11. (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 Factories 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.

*Transfers.*

12. No obstacle shall be placed in the way of any journalist wishing to transfer from the staff of one newspaper to that of another.

*Preference.*

13. (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 fourteen days 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 9d. per week.

*Exemption.*

14. Nothing in this award shall apply to a student taking a full course of study, including lectures in practical journalism, at any university college who may be employed for any period not exceeding three months in the year.

*Scope of Award.*

15. This award shall apply only to the parties named herein.

*Term of Award.*

16. This award shall come into force on the 6th day of March, 1922, and shall continue in force until the 6th day of March, 1924.

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 February, 1922.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

No recommendations were filed in this dispute. The Court has made several alterations in the provisions of the former award. The Court has to acknowledge the assistance of the representatives of the parties (Messrs. Earle and Pirani for the employers, and Messrs. Renn and Melville for the union), who met the Court in conference on the 7th February and discussed the technical clauses of the award in detail.

[L.S.]

F. V. FRAZER, Judge.