

(8239.) WELLINGTON (TEN-MILES RADIUS) PRINTING TRADES
(FEMALES).—AWARD.

In the Court of Arbitration of New Zealand, Wellington 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 Wellington Females Printers' Assistants Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Wellington.

Wellington Master Printers' Industrial Union of Employers (F.
Ross, Secretary), 102 Customhouse Quay.

Banks, C. M. (Limited), Printers, Thorndon Quay.

Bevon Bros., Cardboard-box Makers, Adelaide Road.

Blundell Bros., Printers, *Evening Post*, Willis Street.

Chapman and Company, Boxmakers, Vivian Street.

City Printing Company (Limited), Willeston Street.

Commercial Printing Company (Limited), Boulcott Street.

Coulls, Somerville, and Wilkie (Limited), Printers, Featherston
Street.

Cowan, Alex., and Sons (Limited), Paper-rulers, &c., Tory Street.

Dickinson, John, and Co. (Limited), Paper-rulers, Wakefield Street.

Empire Box Printing Company (Limited), Adelaide Road.

Ferguson and Osbourne (Limited), Printers, Lambton Quay.

Fleet Printing Company, Willis Street.

Geddes and Co., *Free Lance*, Panama Street.

Globe Printing Company (Limited), Tory Street.
 Hutcheson, Bowman, and Johnson (Limited), Printers, Alpha Street.
 Lankshears Limited, Printers, Harris Street.
 National Chemical Company, Printers, Arthur Street.
 New Zealand Times Company (Limited), Printers, Lambton Quay.
 New Zealand Worker Printing Company, Wakefield Street.
 Slade Limited, Printers, Walter Street.
 Thyne and Meyer (Limited), Paper-rulers, Lower Cuba Street.
 Tombs, H. (Limited), Printers, Wingfield Street.
 Victoria Laundry Company, Adelaide Road.
 Warnes and Stephenson, Printers, Woodward Street.
 Wellington Publishing Company (Limited), Plimmer's Steps.
 Wills, W. D. and H. O. (Limited), Wakefield Street.
 Windsor Manufacturing Company (Limited), Quin Street.
 Wright and Carman (Limited), Printers, Vivian Street.
 Yeoman and Garrett, Printers, Blair Street.
 Young's Chemical Company, 12-14 Egmont Street.

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 29th day of June, 1925, and shall continue in force until the 1st day of March, 1927, 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 22nd day of June, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall not exceed forty-five per week, to be fixed by each employer, subject to the provisions of the Factories Act, 1921-22.

Wages.

2. (a.) The wages for all females engaged in any branch of the printing trade shall be :—

			Per Week.		
			£	s.	d.
First six months	..	..	1	3	6
Second six months	..	..	1	6	0
Second year	..	..	1	11	0
Third year	..	..	1	16	0
Fourth year	..	..	2	1	0
Fifth year	..	..	2	11	0
Thereafter	..	..	2	16	0

(b.) Casual workers (those who are engaged for less than one week at a time) shall be paid not less than 1s. per hour if they have been less than three years at the trade, and 1s. 6d. per hour if they have had more than three years' experience at the trade.

(c.) Time lost by a worker through sickness or her own default, or through her voluntary absence from work with the consent of the employer (with the exception of holidays) may be deducted from her wages.

Overtime.

3. Overtime shall be paid at the rate of time and a half for the first three hours in any one day, and double time thereafter.

Definition of Work.

4. All work now done by females under existing custom (particularly in the bookbinding section) shall be considered as proper work for employees within the scope of this award.

Holidays.

5. (a.) The following days shall be observed as holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

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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 29th day of June, 1925, and shall continue in force until the 1st day of March, 1927, and thereafter as provided by subsection

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(b.) If any of the specified holidays shall be generally observed on any other day, such other day shall be deemed to be the holiday for the purposes of this award.

(c.) All workers on weekly wages shall be granted one week's holiday on full pay on the completion of each year of service, and at a time to be determined by the employer. If the service should be terminated after the expiration of six months but before the expiration of one year, then the worker shall be entitled to a proportion of the week's holiday according to the length of service, or to the equivalent in pay. Any employee who while on holiday works for another employer shall forfeit her holiday pay.

(d.) It shall be optional for an employer, in lieu of paying overtime rates to workers in respect of work done on holidays other than Good Friday and Christmas Day, to add one day on full pay to the annual holiday of such workers for each holiday so worked.

(e.) All time worked on Sundays, Good Friday, or Christmas Day shall be paid for at double time. The rate for the other holidays prescribed in subclause (a) of this clause shall be time and a half.

Payment of Call.

6. When a worker has to come back after the completion of the day's work the worker shall be paid a call of 1s.

Time Record.

7. No objection shall be made to any employer making use of such time records or other means as shall enable him to ascertain the cost of work done.

Termination of Engagement.

8. (a.) The period of notice of termination of employment in the case of workers employed for less than three consecutive months shall be twenty-four hours on either side.

(b.) Any worker employed for three consecutive months shall be entitled to one week's notice that her services are dispensed with, and any such worker leaving her employment shall likewise give one week's notice: Provided that nothing herein contained is to affect the right of an employer to dismiss without notice any worker guilty of such misconduct as would at common law justify the immediate dismissal of such worker.

Piecework.

9. Provided that the union and the employer are in agreement, piecework may be worked, but the rate for such work must be such as to enable the worker to earn not less than 15 per cent. above the minimum rate of wages herein provided. If the union and the employer cannot arrive at an agreement as to piecework, or as to the rate thereof, such question shall be settled in the manner provided in clause 12 hereof: Provided that any time lost through stoppage of machinery or other cause, not the fault of the worker, shall be paid for at the prescribed rate.

Bronzing.

10. Workers engaged in hand bronzing shall be supplied with the necessary safeguards as prescribed in regulations issued by the Labour Department. No worker shall be required to work on hand bronzing for more than four hours in any one day.

Preference.

11. (a.) If any employer hereafter employs any worker over the age of eighteen years who has been two years or more at the trade and who shall not be a member of any recognized printing-trade union, and who within one month after her engagement shall not become a member of such union of workers and remain a member thereof, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of such union who is equally qualified with the non-member to perform the particular work required to be done, and feady 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 female of good character and sober habits, and employed in the printing trade, to become a member of the said union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Settlement of Disputes.

12. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party if dissatisfied with the decision of the Conciliation Commissioner may appeal to the Court upon giving written notice of such appeal to the other side within seven days after such decision shall have been communicated to the party desiring to appeal.

Exemptions.

13. All parties whose principal business is not that of printers or boxmakers shall be exempted from the provisions of the award, provided they pay not less than the minimum rates of wages fixed by this award during the time the workers are employed at boxmaking, and provided further that all workers who are substantially employed as boxmakers shall also receive the annual holiday of one week as provided in clause 5 of this award.

(b.) If any of the specified holidays shall be generally observed on any other day, such other day shall be deemed to be the holiday for the purposes of this award.

(c.) All workers on weekly wages shall be granted one week's holiday on full pay on the completion of each year of service, and at a time to be determined by the employer. If the service should be terminated after the expiration of six months but before the expiration of one year, then the worker shall be entitled to a proportion of the week's holiday according to the length of service, or to the equivalent in pay. Any employee who while on holiday works for another employer shall forfeit her holiday pay.

(d.) It shall be optional for an employer, in lieu of paying overtime rates to workers in respect of work done on holidays other than Good Friday and Christmas Day, to add one day on full pay to the annual holiday of such workers for each holiday so worked.

(e.) All time worked on Sundays, Good Friday, or Christmas Day shall be paid for at double time. The rate for the other holidays prescribed in subclause (a) of this clause shall be time and a half.

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(b.) Any worker employed for three consecutive months shall be entitled to one week's notice that her services are dispensed with, and any such worker leaving her employment shall likewise give one week's notice: Provided that nothing herein contained is to affect the right of an employer to dismiss without notice any worker guilty of such misconduct as would at common law justify the immediate dismissal of such worker.

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10. Workers engaged in hand bronzing shall be supplied with the necessary safeguards as prescribed in regulations issued by the Labour Department. No worker shall be required to work on hand bronzing for more than four hours in any one day.

Preference.

11. (a.) If any employer hereafter employs any worker over the age of eighteen years who has been two years or more at the trade and who shall not be a member of any recognized printing-trade union, and who within one month after her engagement shall not become a member of such union of workers and remain a member thereof, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of such union who is equally qualified with the non-member 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 female of good character and sober habits, and employed in the printing trade, to become a member of the said union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

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13. All parties whose principal business is not that of printers or boxmakers shall be exempted from the provisions of the award, provided they pay not less than the minimum rates of wages fixed by this award during the time the workers are employed at boxmaking, and provided further that all workers who are substantially employed as boxmakers shall also receive the annual holiday of one week as provided in clause 5 of this award.

Under-rate Workers.

14. (a.) Any worker who considers herself 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, her 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 her to have her 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.

Scope of Award.

15. This award shall operate in the City of Wellington and within a radius of ten miles thereof.

Term of Award.

16. This award shall come into force on the 29th day of June, 1925, and shall continue in force until the 1st day of March, 1927.

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 22nd day of June, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.