

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10526.) NORTHERN INDUSTRIAL DISTRICT TYPOGRAPHERS.— INDUSTRIAL AGREEMENT DECLARED TO BE AN AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.

Thursday, the 14th day of September, 1933.

WHEREAS on the 5th day of December, 1932, an industrial agreement was made between the Auckland Provincial Newspaper Proprietors' Industrial Union of Employers and the Auckland Master Printers' and Allied Trades Industrial Union of Employers and others of the one part and the Auckland Typographical Industrial Union of Workers of the other part: And whereas a duplicate original of the said industrial agreement was, on the 9th day of December, 1932, filed in the office of the Clerk of Awards at Auckland: And whereas on the 9th day of February, 1933, an application was made to the Court by the parties to the said agreement for an order declaring the said agreement to be an award of the Court: And whereas the Court is satisfied that the said industrial agreement is binding on employers who employ a majority of the typographers in the Northern Industrial District, in which district the said industrial agreement was made: Now, therefore, the Court, in pursuance and exercise of the powers vested in it by section 33 of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, doth hereby order and declare that the said industrial agreement, a copy of which is hereto subjoined, shall, as from the day of the date hereof, be an award of the Court.

[L.S.]

F. V. FRAZER, Judge.

NORTHERN INDUSTRIAL DISTRICT TYPOGRAPHERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 5th day of December, 1932, embodies the terms of settlement arrived at by the assessors appointed for the hearing of an industrial dispute between—

The Auckland Provincial Newspaper Proprietors' Industrial Union of
Employers

The Auckland Master Printers' and Allied Trades Industrial Union of
Employers

Ansel, W., and Son, 16 Durham Street East, Auckland

Banks Box Co., Ltd., Wakefield Street, Auckland

Bowring, A., and Co., 21-23 Pitt Street, Auckland

Business Printing Works, Ltd., 55 Albert Street, Auckland

Castle Typesetting Service, Ltd., 14 Upper Vincent Street, Auckland

City Printing Press, Queen Street, Auckland

- Connolly, C. V., and Co., 66 Wyndham Street, Auckland
 Crown Printery, Lorne Street, Auckland
 Davy, Chas., and Sons, Ltd., 43 Mount Eden Road, Auckland
 Devonport Printing Works, Ltd., Devonport, Auckland
 Eden Gazette, Ltd. (Knight and Son), 244 Dominion Road, Mount Eden,
 Auckland
 Empire Box Co., Ltd., Wakefield Street, Auckland
 Farmers' Trading Co., Ltd., Hobson Street, Auckland
 Farnell, H. G., and Co., 10 Civic Square, Auckland
 Gilbert Bros., High Street, Auckland
 Gilbert Printing Co., Ltd., 16 Kitchener Street, Auckland
 Lewthwaite, W., 56 Albert Street, Auckland
 McLeod Bros. (Excel Printing Co.), 65 Fort Street, Auckland
 Moir, A. W., St. Mary's Road, Ponsonby, Auckland
 Morrish, A. J., and Sons, Brown Street, Avondale, Auckland
 Morton, W. (Manukau Gazette Printing Works), 235 Queen Street, Onehunga
 Mulvihill, J. J. (Progress Printery), 40 Cook Street, Auckland
 Munro, J. A., Albert Street, Auckland
 Phipps Press, 44 Hall of Commerce, High Street, Auckland
 Phoenix Press, Ltd., 159 Albert Street, Auckland
 Reliance Press, 153 Albert Street, Auckland
 Roe, D. H. (The Craftsman Press), Mission Buildings, Wellesley Street,
 Auckland
 Scott and Scott, Gas Company's Buildings, Pitt Street, Auckland
 Seabrook and Farrell, 116 Albert Street, Auckland
 Simpson, Phipps, and Hermann, Ltd., 2A Rutland Street, Auckland
 Smethurst, M. (Newmarket Printing House), 2 Station Street, Newmarket,
 Auckland
 Smith, S. A., Printer and Merchant, Albert Street, Auckland
 Smitheyman, W. E., New North Road, Mount Albert, Auckland
 Spencer, E. (Pilot Press), 29 Cross Street, Newton, Auckland
 Stratford, E. P., 41 Cook Street, Auckland
 Stewart and Rykers, Cook Street, Auckland
 Tailby, W., 105 Federal Street, Auckland
 Unity Press, Ltd., corner of Federal and Kingston Streets, Auckland
 Venables, Wilson, and Co., Hall Avenue, Otahuhu, Auckland
 Whitcombe and Tombs, Ltd., Queen Street, Auckland
 Worker Printery, Hobson Street, Auckland
- Advocate Printery, Otahuhu
 Bay of Islands Newspaper Co., Kawakawa
 Brown, H., Rotorua
 Burrows, A. J., Te Aroha
 Clark, A. H., Waihi
 East Coast Guardian, Opotiki
 Hokianga Newspaper Co., Hokianga
 Huntly Press, Huntly
 Kaipara and Waitemata Echo, Helensville
 King Country Chronicle, Te Kuiti
 Mahoney, R. H., Opotiki
 Manganui Newspaper Co., Commerce Street, Kaitaia
 Matamata Record, Matamata
 Moloney's Printery, Whangarei
 Northern Age, Kaitaia
 Northland Newspaper Co., Kaitaia
 Oliver, C. F., Tauranga
 Opotiki Herald, Opotiki
 Otorohanga Times, Otorohanga

Raglan Chronicle, Raglan
 Rodney Times, Warkworth
 Schnachenberg, C. H., Kawhia
 Tourell, V. H., Te Aroha
 Vale, E., Cambridge
 Waihi Telegraph, Waihi
 Waipa Post, Te Awamutu
 Waiuku News, Waiuku
 Wallbank and Mackay, Whangarei

(hereinafter termed "the employers") of the one part, and the Auckland Typographical Industrial Union of Workers (hereinafter termed "the union") of the other part, whereby it is mutually agreed by and between the said parties as set out in the schedule hereto.

SCHEDULE.

PART I.—MACHINE-WORK.

Class of Work.

1. Payment for work shall be either by time or by piecework.

Rates of Pay and Classification.

2. The minimum rates of pay shall be as follows:—

(a) Linotype, intertype, and linograph machines—

	Per Week.
	£ s. d.
For day operators employed in cities and within a radius of ten miles of such cities, and towns with a population of over 6,000	4 14 6
For day operators employed in cities and towns with a population of 6,000 and under	4 9 0

(b) Monotype machines—

For day operators employed in cities and within a radius of ten miles of such cities, and towns with a population of over 6,000	4 12 0
For day operators employed in cities and towns with a population of 6,000 and under	4 6 0

(c) Monoline, typograph, barotype, simplex, and other composing-machines—

For day operators employed in cities and within a radius of ten miles of such cities, and towns with a population of over 6,000	4 8 0
For day operators employed in cities and towns with a population of 6,000 and under	4 0 0

(d) Night workers shall receive 10 per cent. extra, with a maximum of 10s.

(e) Stone and bulk hands: Bulk hands and machine correctors employed on any newspaper published in Auckland, and within a radius of ten miles thereof, shall be paid not less than £4 8s. 6d. per

week for day-work and £4 17s. per week for night-work; and second stone hand employed on any such newspaper not less than £4 12s. 6d. per week for day-work and not less than £5 ls. per week for night-work. Any bulk hand employed casually on any such newspaper shall be paid not less than 2s. 1½d. per hour for day-work and 2s. 4d. per hour for night-work.

Probationers.

3. (a) Probationers may be employed on linotype or other composing-machines, and shall be paid not less than £3 9s. per week for day-work and not less than £3 17s. per week for night-work.

(b) Probationers when employed by the hour shall be paid not less than 2s. 1½d. per hour for day-work and not less than 2s. 4d. per hour for night-work.

(c) As soon as a probationer is able to qualify as an efficient operator he shall be paid the wages herein prescribed for a linotype operator.

(d) The Court reserves the power, on the application of any party to this agreement, to define the classes of persons who may be employed as probationers.

Efficiency Speed for Operators.

4. A linotype operator shall not be deemed efficient unless he shall have attained the output herein stated. The matter shall be solid, corrected matter, and the average shall be based on 7,000 ens on 8-point matrices, with a multiple of 40, or 7,750 ens on 7-point, with a multiple of 45. The test of the operator's efficiency shall be his ability to set the above for a full day on fair copy and to maintain this average. Speed shall not be held to constitute the sole basis of efficiency.

Piecework on Machines.

5. (a) The minimum piecework rates for linotype, intertype, and linograph operators shall be as follows: Per 1,000 ens solid as herein-after specified, type up to and including 6-point, 4½d.; up to 8-point, 4½d.; 9-point, 4¾d.; 10-point, 5d.; the matter to be charged as it comes from the machine.

(b) Piecework total earnings are subject to the following deductions:—

(i) Court's general order operating from June, 1931, 10 per cent.

(ii) In terms of agreement (19th November, 1932), 4½ per cent.

(c) Night operators shall be paid one-tenth more than these rates.

(d) Operators may use thick space-bands for minion and larger type.

Hours of Work.

6. (a) Forty-two hours shall constitute a week's work. In cases where the weekly half-holiday is not given the hours shall not exceed

eight per day. In cases where the weekly half-holiday is given the hours of work may be arranged so that not more than eight and three-quarters shall be worked on five days of the week, and four hours and a half on the half-holiday.

(b) In weekly and country newspaper offices the hours of work shall be arranged, with the consent of the local union (which shall not be arbitrarily withheld), so as to meet the requirements of the employer's business, but so that any worker shall not be required to work more than twelve hours (exclusive of meal-hours) in any day of twenty-four hours.

Overtime.

7. (a) All time worked beyond the hours herein prescribed shall be paid for at the rate of time and a half for the first three hours and thereafter double rates.

(b) The question of discrimination in regard to the allocation of overtime shall be a matter of agreement between the employer and the employees.

Saturday Night Editions.

8. When the time of going to press on these editions is more than one hour and a half later than the usual time for week-night editions, the work on Saturday night late editions shall be paid for at the rate of 3s. 3d. per hour on time, or at piecework rates, at the option of the employer, with a minimum of 6s. 6d., including tea-money. Workers who are usually employed as pieceworkers shall be paid on the basis of their average hourly output, or at the rate of 4s. 6d. per hour, with, in either case, a minimum of 8s., including tea-money.

Holidays.

9. (a) Any employee in this section required to work on Sunday, Christmas Day, or Good Friday shall be paid double rates, and if required to work on New Year's Day, Labour Day, or any other holidays observed by the office in this section, time and a half. In cases of a morning newspaper, the evening preceding each of these holidays shall be reckoned the holiday. By arrangement between the majority of a companionship and the employer the evening of any of these holidays may be observed as the holiday. For night-workers Sunday shall mean from noon on Saturday until noon on Sunday.

(b) "Double time" shall mean twice the ordinary wage, and "time and a half" 50 per cent. more than the ordinary wage. In the case of time-workers these rates shall be payable in addition to the weekly wage.

(c) The provisions of this clause are to be read subject to the provisions of clause 1 (c) of Part III hereof.

Female Workers.

10. (a) Women may be employed during the hours prescribed by the Factories Act, 1921-22, at the same rates of pay and conditions of work as men.

(b) This agreement shall not apply to any female employed in the trade prior to the 31st December, 1919.

Payment of Tea-money.

11. When a journeyman (whether under or over twenty-one years of age) or other worker over the age of twenty-one years has to come back after the completion of the day's or night's work, and notice has not been given to him before noon of that day in the case of a day-worker in a printing-office, or before ceasing work for the lunch-hour on that day in the case of a day-worker on a newspaper, or before midnight in the case of a night-worker, that he will be required to work overtime, he shall be paid tea-money of not less than 2s. In the case of a worker under the age of twenty-one years (not being a journeyman) the payment for tea-money shall be 1s.

Mechanics' Work.

12. (a) Where machines are in charge of a mechanic, he shall be responsible for the temperature of the metal. No operator shall be required to do mechanic's or labourer's work, but he shall assist in changing magazines when required, and also, if required, keep the pot supplied with metal.

(b) When machines are in charge of an operator-mechanic each operator on time-work shall be responsible for the temperature of the metal in the pot, and every operator, whether on time or piece, shall keep the pot supplied with metal.

(c) Changes of measure, mould-disk, and magazine on late-pattern machines shall not be considered mechanic's work where the operator can attend to them without leaving his seat.

Operator-mechanic.

13. (a) Operator-mechanic's wages shall be not less than 15 per cent. above operator's time rates.

(b) "Operator-mechanic" specified in this agreement means an efficient operator who, in addition to operating, is capable and is responsible for the efficient running of one or more linotype or other composing-machines in Division I, or two or more machines in Division II: Provided that any worker who is at present in receipt of a higher wage than herein prescribed shall not have his wage reduced.

Cleaning Machines.

14. Machines shall be cleaned by the house.

Distribution of Matrices.

15. Magazines shall have an equal distribution as far as possible of the stock of matrices in the office.

Guarantee of Hours.

16. (a) Efficient piecework operators shall have at least thirty hours' work in each week, unless a paid holiday intervenes. Should it not be convenient to the employer to give any operator thirty hours' piecework, the time he is employed on "stab" shall be paid for at the rate of his average earnings per hour during the previous month, or at an hourly rate agreed upon by the employer with the staff. Standing-time shall be paid for at such rates.

(b) In arriving at the average hourly earnings, the 10 per cent. increase for night-work shall be excluded from the computation.

(c) If he is employed on "stab" at night, the operator shall be paid 10 per cent. extra while so employed.

General Provisions as to Piecework.

17. The following provisions shall apply to piecework :—

(a) Standing advertisements shall be the property of the employer until they are given out for "dis." Alterations to standing advertisements shall be charged as two lines for every line altered. All new advertisements and alterations to advertisements shall be set by the piece-hands, time-hands, or apprentices, as required by the employer, subject to clause (k) hereof. All extensions to standing advertisements shall be done and charged for by the operator.

(b) Alterations from copy as enumerated below shall be circled by the reader and charged by the operator or corrected by the house: A change in the spelling of proper names; words from foreign languages, &c.; a change from copy not provided for by the style of the office nor by written instructions given to the operator when the copy is given out; or a change in the division or spelling of words not in accordance with the dictionary given by the office as a guide and not provided for above.

(c) Bad copy (manuscript or other) shall carry an extra charge of one-third. All copy given out shall be properly sub-edited and devoid of abbreviations not well understood in the trade. The overseer and a representative of the men shall adjudicate on bad copy, and in the event of a disagreement the chief reader shall decide.

(d) The cast-up shall be by en quads, but with a minimum multiplier of 40 for 8-point on the $12\frac{1}{2}$ and 13 em measure. In cases where other measures are used, then the cast-up shall be in proportion to the foregoing. A space-band shall count as an en quad. Except in the case of 8-point type, the en quads shall be those of the matrices in actual use on the machines.

(e) In the event of a magazine being changed and proofs having to be corrected at another machine, two lines shall be charged for every line by the operator, one line to be docked by the house against the original operator. But should a machine be immediately available the operator (if requested) must correct his own proofs. The operator shall be paid for corrected matter only.

(f) Matter of and above four lines composed in other than ordinary English—*e.g.*, dialects—shall be charged one-half extra, and foreign languages double, for each line.

(g) Run-on matter consisting of names and figures, abbreviations, &c., such as prize lists, passenger lists, balance-sheets, market quotations, and matter of similar disadvantageous character, shall be charged one-third extra, or shall be set up by the house. Wool-sale quotations, and matter indented seven ems or more, shall be charged one-half extra, or shall be set up by the house.

(h) Minimum lines for a "take": Morning papers—40 up to one hour before the time of going to press, 20 thereafter; evening papers—40 up to one hour of first edition, 20 thereafter; weekly papers—50, day of publication, 25.

(i) All first-proof and revised corrections (marks left undone in first proof) shall be done by the operator and put in by the house; all machine errors and house marks shall be charged double if not over three consecutive lines. Matrices coming down wrong channels, repeated transposition of matrices, repeated missing of matrices, matrices repeating of their own accord, space-bands transposing, and sunken letters shall constitute machine errors, provided that the attention of the mechanic shall have been called to the defect immediately it was discovered and he shall have failed to remedy it.

(j) One line extra shall be charged for each four or less number of outside sorts put in by hand; one line extra for each word or consecutive words of italics, clarendon, small caps, or type other than the body in a broken line when a platform is used; one line extra for each complete line of small caps, italics, clarendon, or type other than a body type where a platform is used. When more than three complete lines of clarendon (not being the body type) are set consecutively, the extra payment shall be due in respect of the first three lines only.

(k) No discrimination shall be made between piece and time hands in giving out advantageous news matters and advertisements.

(l) All waiting-time, including stoppages for repairs, changes of magazines, altering gauge, waiting for copy, &c., shall be based on the operator's average earnings or at the hourly standing-time rate provided in clause 16. Stoppages of five minutes or more, whether arising from shortage of copy or remedying defective working of machines, shall be cumulative and charged for at the rate provided herein.

(m) One farthing extra per pica thousand shall be charged for measure less than $12\frac{1}{2}$ ems pica—that is to say, 12 ems shall be charged $\frac{1}{4}$ d. extra, 11 ems $\frac{1}{2}$ d. extra, 10 ems $\frac{3}{4}$ d. extra, and so on proportionately.

(n) The house shall provide each operator with a style-card if required.

(o) Tabular matter on bar-casting machines shall be set on time.

(p) Matter having to be transposed by the operator—*i.e.*, that which is not set in the order in which it appears in the copy—shall for this transposition alone be charged one-third extra, or the house shall have the option of having the matter set on time.

(q) When two-line matrices are dropped in by hand they shall be charged one line extra for every two.

(r) Matter requiring two lines to complete one measure (not being tabular matter) shall be charged one-third extra; three lines, one-half; four, double.

(s) Two justifications or arrangements to constitute half-measure, one-third extra; three, to take charge of half extra; four or more, to be charged double. Braced matter to take same charge as if each brace were a rule down the column.

(t) When any dispute occurs as to the correct charges and allowances for machine-errors, the overseer shall decide.

PART II.—HAND-WORK AND JOBBING-WORK.

Classification.

1. For the purposes of this part of the agreement the cities and towns of the Northern Industrial District (including Gisborne Judicial District) shall be arranged in two divisions, as follows:—

Division I: Cities and within a radius of ten miles of such cities, and towns with a population of over 6,000.

Division II: Cities and towns with a population of 6,000 and under.

Rates of Pay.

2. (a) The minimum rates of pay for compositors shall be as follows: For day-workers employed in any city or town in the First Division, £4 8s. 6d. per week; for day-workers employed in any town in the Second Division, £4 per week; bulk hands, stone hands, and correctors outside of the cities, not less than compositors' rates of pay; for casual workers—day-workers, 2s. $1\frac{1}{2}$ d. per hour; night-workers, 2s. 4d. per hour, both divisions.

(b) Night-workers shall receive 10 per cent. extra, with a maximum of 10s.

Hours of Work.

3. (a) The hours of work shall not exceed forty-four per week, and in cities and towns of the First Division shall be fixed by each employer, subject to the special provisions hereinafter contained.

(b) Where compositors are employed on an evening newspaper their hours of work shall be between 7 a.m. and 5.30 p.m.

(c) Where compositors are employed on a morning newspaper their hours of work shall be regulated so as not to exceed eight in each day of twenty-four hours.

(d) In all other cases the hours of work for day-workers shall be between the hours of 7 a.m. and 7 p.m. on five days of the week, and between 7 a.m. and 12 noon on the day of the statutory half-holiday, and for night-workers between 7 p.m. and 7 a.m., provided that the hours worked shall not exceed eight and a half hours each night or more than forty-two hours during each week.

(e) In towns of the Second Division and in all newspaper offices which publish a weekly, bi-weekly, or tri-weekly newspaper the hours of work shall be regulated by each employer according to the requirements of his particular business, but so that any worker shall not be required to work more than twelve hours (exclusive of meal-time) in any one day of twenty-four hours. Workers in a city weekly newspaper office, required in pursuance of this subclause to work more than ten hours on the day upon which twelve hours' work is permissible, shall, as compensation for any time worked in excess of ten hours and up to twelve hours, be allowed time and a half off, or, at the option of the employer, payment at time and a half rates in lieu thereof. "Time and a half" in either case shall mean 50 per cent. extra on the equivalent time or ordinary rate, as the case may be. The ordinary overtime clause shall operate in respect of time worked in excess of twelve hours on that day.

Overtime.

4. (a) For all time worked beyond the hours herein prescribed overtime shall be paid at the rate of time and a half for the first three hours, and thereafter at double rates.

(b) The question of discrimination in regard to the allocation of overtime shall be a matter of agreement between the employer and the employees.

Sundays and Holidays.

5. (a) Any compositor required to work in any jobbing office on Sunday, Christmas Day, or Good Friday shall be paid at double rate of pay. If required to work on New Year's Day, Boxing Day, Anniversary Day (if observed as a general holiday), Easter Monday, Labour Day, or Sovereign's Birthday he shall be paid at rate and a half.

(b) The provisions of the foregoing clause shall apply to compositors engaged on any evening newspaper, except in regard to work done on Anniversary Day (or substituted day) or Easter Monday.

(c) Compositors engaged on a morning newspaper shall be paid double rates for any work done on the evening preceding Christmas Day or Good Friday, and rate and a half for any work done on the evening preceding New Year's Day or Labour Day.

(d) The provisions of this clause are to be read subject to the provisions of clause 1 (c) of Part III hereof.

Female Workers.

6. (a) Women may be employed during the hours prescribed by the Factories Act, 1921-22, at the same rates of pay and conditions of work as men.

(b) This agreement shall not apply to any female employed in the trade prior to 31st December, 1919.

Saturday Night Special Editions.

7. When the hour of going to press on these editions is more than one hour and a half later than the usual time for week-night editions, the work on Saturday night late editions shall be paid for at the rate of 3s. 3d. per hour on time, or at piecework rates, at the option of the employer, with a minimum of 6s. 6d., including tea-money.

Payment of Tea-money.

8. When a journeyman (whether under or over twenty-one years of age) or other worker over the age of twenty-one years has to come back after the completion of the day's or night's work, and notice has not been given to him before noon on that day in the case of a day-worker in a printing-office, or before ceasing work for the lunch-hour on that day in the case of a day-worker on a newspaper, or before midnight in the case of a night-worker, that he will be required to work overtime, he shall be paid tea-money of not less than 2s. In the case of a worker under the age of twenty-one years (not being a journeyman) the payment for tea-money shall be 1s.

Casual Workers.

9. Where a worker is employed casually he shall be paid for not less than one day's work. If not notified before the end of the day's work that he will not be required for the following day he shall be paid for another day's work. If required to continue at work after the usual hour for closing he shall be paid overtime at the rate herein prescribed for any time worked beyond the closing-hour.

PART III.—GENERAL CONDITIONS APPLICABLE TO HAND AND MACHINE WORK.

1. (a) No deduction shall be made from the weekly wage fixed by this agreement except for time lost through the worker's sickness or default, or through accident to the worker not arising out of and in the course of the employment.

(b) All workers shall be granted one week's holiday on full pay on 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 the first year, or if the service is terminated before the expiry of any subsequent

qualifying year of service, 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 his holiday pay.

(c) 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 such holiday so worked.

(d) Holiday pay for pieceworkers shall be at the prescribed time rates.

(e) Any journeyman, whether on time or piecework, employed for three consecutive months in any office shall be entitled to one week's notice that his services are dispensed with, and any such journeyman leaving his 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.

(f) Provided that if a local union and the employer are in agreement, piecework may be worked in any jobbing office on general or special work and charged by mutual arrangement, provided the wages earned shall not be less than 15 per cent. in addition to time rate.

Time Record.

2. 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 his work.

Disputes.

3. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary and president of the union, and, in default of any agreement being arrived at, such dispute shall be referred to the Conciliation Commissioner, or such other person as may be mutually agreed upon, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision, 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.

Preference.

4. (a) If any employer shall hereafter engage any worker coming within the scope of this agreement 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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this agreement engaged since the 14th day of April, 1930, but before the coming into force of this agreement who is not a member of the union during the currency of this agreement.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement 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 1s. 6d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union. Any sum paid as contributions in excess of 1s. per week shall be set aside as a separate fund to meet usual out-of-work and retiring allowances, and claims under the union's mortality scheme.

(c) The provisions of this clause shall operate in respect of female workers.

Under-rate Workers.

5. (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 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.

Scope of Agreement.

6. This agreement shall operate throughout the Northern Industrial District (including the Gisborne Judicial District), and shall apply to any other printing-office which may come into existence during the currency of this agreement.

Term of Agreement.

7. This agreement shall come into force on the 1st day of January, 1933, and shall continue in force until the 31st day of December, 1933.

MEMORANDUM.

It is expressly agreed that the rates of the wages provided herein shall continue in operation for one year from the 1st day of January, 1933, to the 31st day of December, 1933, notwithstanding any general order governing wage reductions which may be issued by the Court of Arbitration or other competent authority in the interim.

In witness whereof the representatives of the said parties have executed these presents pursuant to the Industrial Conciliation and Arbitration Act, 1925, and its amendments, the day and the year first written.

Signed on behalf of the employers—

G. C. CODLIN,
A. DENNISON,
GILBERT CLARK, } Assessors.

Witness to signatures—Pat Hally.

Signed on behalf of the union—

WM. J. SIMMONDS,
F. C. PILKINGTON,
F. A. CLEVELAND, } Assessors.

Witness to signatures—Pat Hally.