

(10407.) 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, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Wellington Master Printers' Industrial Union of Employers (F. Ross, Secretary), 8-12 The Terrace, Wellington
 Albion Printing Company (J. M. and E. S. Revell), 225 Riddiford Street
 Armstrong and Springhall, Ltd., Featherston Street
 Art Printing Co., Courtenay Place
 Banks, C. M., Ltd., Thorndon Quay
 Bevon Bros., Cardboard-box Makers, Adelaide Road
 Blundell Bros., Evening Post, Willis Street
 Chapman and Co., Boxmakers, Vivian Street
 Civic Press Printing and Publishing Co., 131 Manners Street
 Commercial Printing Co., Ltd., Boulcott Street
 Coulls, Somerville, Wilkie, Ltd., Featherston Street
 Cowan, Alex., and Sons., Ltd., Paper-rulers, &c., Harris Street
 Dickinson, John, and Co., Ltd., Paper-rulers, Frederick Street
 Driscoll, D., Singer's Avenue
 Empire Box Printing Co., Ltd., Adelaide Road
 Ferguson and Osborn, Ltd., 202 Lambton Quay
 Fleet Printing Co., Willis Street
 Geddes and Co., Free Lance, Panama Street
 Globe Printing Co., Ltd., Tory Street
 Gyles and Son, Ford Building, Courtenay Place
 Hereford Printing Co., Marion Street
 Hornblow, A. R., 70 Riddiford Street
 Hutcheson, Bowman, and Johnson, Ltd., Tory Street
 Hutt Valley Printing and Publishing Co., Lower Hutt
 Jeffreys, G. T., Lambton Quay
 Lankshers, Ltd., Harris Street
 McCartie, W. G., Boulcott Street
 McKenzie, Thornton, Cooper, Ltd., 69 Dixon Street
 National Chemical Co., Arthur Street
 New Zealand Truth, Wakefield Street
 New Zealand Worker Printing Co., Marion Street
 O'Kane, M., 130 Cuba Street
 Organ Bros., 80 Manners Street
 Paragon Printing Co., 94 Manners Street
 Pearson, W. S., and Co., Sturdee Street
 Petone Chronicle, Petone
 Philpott, F. A., 84 Kilbirnie Crescent
 Printing Service, Ltd., 96 Courtenay Place
 Revell, P., Boulcott Street
 Reynolds, Lewis, and Henderson, Old Customhouse Street
 Roneo Co. (New Zealand), Willeston Street
 Roycroft Press, 78 Jervois Quay
 Slade, Ltd., Walter Street
 Stone, Son, and Co., 62 Ghuznee Street
 Thyne, Meyer, and Smith, Lower Cuba Street
 Tolan Printing Co., Stewart's Building, Courtenay Place
 Tombs, H. H., Ltd., Wingfield Street
 T. P. R. Printing Co., Marion Street
 Victoria Laundry Co., Adelaide Road

Warnes and Stephenson, Tory Street
 Watkins, I. T., Ltd., 176 Cuba Street
 Waverley Press, Wakefield Street
 Wellington Publishing Co., Mercer Street
 Whitcombe and Tombs, Ltd., Lambton Quay
 White and Sons, Molesworth Street
 Wills, W. D. and H. O., Ltd., Willeston Street
 Wright and Carman, Ltd., Vivian Street
 Yeoman and Pollock, 16 Allan Street

and

The Wellington Female Printers' Assistants' Industrial Union of Workers,
 Wellington

(hereinafter called "the union").

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 as hereinafter provided and shall continue in force until the 17th day of March, 1934, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 28th day of March, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall not exceed forty-four per week, to be fixed by each employer in accordance with the requirements of the Factories Act, 1921-22.

Wages.

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

	Per Week.		
	£	s.	d.
First six months	0	12	6
Second six months	0	15	0
Second year	1	2	6
Third year	1	10	0
Fourth year	1	15	0
Fifth year	2	2	0
Thereafter	2	8	0

(b) The wages of all females engaged in the paper-bag, carton, and cardboard-box-making trade shall be—

	Per Week.		
	£	s.	d.
First six months	0	12	6
Second six months	0	15	0
Second year	1	0	0
Third year	1	5	0
Fourth year	1	10	0
Thereafter	1	18	0

(c) Employers shall be entitled to make a rateable deduction from the wages of workers for time lost by default or through sickness or from any accident whether or not arising out of and in the course of the employment, but subject to the provisions of the Workers' Compensation Act, 1922.

(d) Employers shall also be entitled to make a rateable deduction from the wages of workers for time lost through slackness of work or for any stoppage of work over which the employer has no control.

Overtime.

3. (a) All overtime shall be paid for at the rate of time and a half.

(b) Overtime shall be paid for all work done in excess of eight and a quarter hours on five days of the week, and in excess of four hours on the day of the half-holiday.

Definition of Work.

4. This award shall apply to females whilst employed on or in connection with the following classes of work: Bookbinding, paper-ruling, bronzing, paper-bag making, fibre, cardboard, or other classes

of box-making, and whilst employed on printers' and bookbinders' machines or machines used in connection with paper-bag making or box-making, work done for sale on Roneo-type or similar machines, and shall include all work now done by females under existing custom.

Holidays.

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

(b) If any worker is required to work on Sunday double time shall be paid.

(c) For work done on Sunday the payment therefor shall be a separate payment from the usual weekly wage.

(d) If any of the above holidays shall be observed on any other day, such other day shall be deemed to be the holiday for the purpose of this award.

(e) 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 in the same industry shall forfeit her holiday pay.

Tea-money.

6. When a worker has to come back after the completion of the day's work and notice of the requirement to work overtime has not been given on the day previous to the day on which the overtime is worked, 1s. tea-money shall be paid.

Time Record.

7. Employers shall make whatever regulations they deem necessary for time keeping or the cost of the work.

Termination of Employment.

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 any 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. Piecework may be worked as agreed upon by the employer and individual workers, provided that the weekly wages paid to pieceworkers shall not be less than the rates prescribed in clause 2 hereof.

Bronzing.

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

Under-rate Workers.

11. (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.

Preference.

12. (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 seven days after her 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 award engaged since the 22nd day of June, 1925, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(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 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 such fines as may be lawfully imposed on her for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to her or sent to her by post at her last address as notified by her 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 her 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 her contributions, and £1 for misconduct at a meeting of the union.

Disputes.

13. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith, and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Scope of Award.

14. This award shall operate within a radius of ten miles from the General Post Office, Wellington.

Term of Award.

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 17th day of March, 1933, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date thereof ; and this award shall continue in force until the 17th day of March, 1934.

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 March, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.
