

(10806.) DUNEDIN LINOTYPE MECHANICS.—INDUSTRIAL AGREEMENT DECLARED TO BE AN AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.

Tuesday, the 21st day of May, 1935.

WHEREAS on the 27th day of March, 1935, an industrial agreement was made between the Dunedin Printers' Machinists, Bookbinders, Lithographers, and Related Trades Industrial Union of Workers, of the one part, and the *Evening Star Co., Ltd.*, and the *Otago Daily Times and Witness Newspapers Co., Ltd.*, of the other part: And whereas on the 27th day of March, 1935, a duplicate original of the said industrial agreement was filed in the office of the Clerk of Awards at Dunedin: And whereas on the 27th day of March, 1935, 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 linotype mechanics in the Otago and Southland 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.]

E. PAGE, Judge.

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 27th day of March, 1935, between the Dunedin Printers' Machinists, Bookbinders, Lithographers, and Related Trades Industrial Union of Workers (hereinafter called "the union") of the one part, and the Evening Star Co., Ltd., Dunedin, and the Otago Daily Times and Witness Newspapers Co., Ltd., Dunedin (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

#### SCHEDULE.

##### *Hours of Work.*

1. (a) Forty-two hours shall constitute a week's work for those employed on night-work, and forty-five for those employed on day-work. Any work in excess of eight hours in any one day or night shall be paid for at overtime rates.

(b) The hours of starting and ceasing work shall be in accordance with the usages of the establishment. A break of not less than thirty minutes shall be allowed for meals.

##### *Wages.*

2. The minimum wages to be paid to the following workers shall be:—

	Per Week.		
	£	s.	d.
First year .. .. .	1	3	6
Second year .. .. .	1	11	6
Third year .. .. .	2	5	0
Fourth year .. .. .	3	3	0
Fifth year .. .. .	3	16	6
Thereafter .. .. .	4	19	0

Head mechanic, if in charge of eight or more machines, 8s. 6d. per week additional; head mechanic, if in charge of twelve or more machines, 13s. per week additional.

No deduction shall be made from the weekly wages fixed by this agreement except for time lost through the worker's sickness or default.

*Night-workers.*

3. All night-workers shall receive 10 per cent. in addition to the above rates, with a maximum of 8s. 6d.

*Head Mechanic.*

4. The head mechanic shall be the mechanic actually in charge of the linotype machines and working in the news-room.

*Overtime.*

5. All work done in excess of the hours mentioned in clause 1 hereof shall be paid for at the rate of time and a half for the first three hours, thereafter double time until the ordinary time for commencing work.

*Holidays.*

6. (a) Any employee required to work on Sunday, Christmas Day, New Year's Day, or Good Friday shall be paid double rates, and if required to work on Labour Day, time and a half rates. In the case of a morning newspaper the evening preceding each of these holidays shall be reckoned the holiday. For night-workers "Sunday" shall mean from noon on Saturday until noon on Sunday.

(b) Irrespective of any other provision, any employee who has to attend on Sunday afternoon to the heating of metal-pots for the night shift shall be entitled to a minimum of 2s. 6d. for such work, but this time shall not be included in the hours as prescribed in clause 1.

(c) "Double time" shall mean twice the ordinary wage, and "time and a half" 50 per cent. more than the ordinary wage.

*Annual Holidays.*

7. On completion of twelve months' service all workers coming within the scope of this agreement shall be granted one week's continuous holiday on full pay. If any worker be dismissed or leaves before the completion of the year's service, such worker shall be paid the proportion due, but not unless three months' service has been completed.

*Application of Agreement.*

8. This agreement shall not apply to any person who is engaged in sweeping out the linotype-room, cleaning machines, and supplying metal to machines.

*Termination of Engagement.*

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

*Preference.*

10. (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.

(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. 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.

*Under-rate Workers.*

11. (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.*

12. The operation of this agreement is limited to the City of Dunedin, and it shall apply only to the parties named herein, unless the Court hereafter shall order the same to apply to other parties.

If during the currency of this award any increase in wages is given to the New Zealand Federated Printing Trades Unions, the same increase shall apply to this award.

#### *Term of Agreement.*

13. This agreement shall come into force on the 1st day of April, 1935, and shall continue in force until the 31st day of March, 1936.

In witness whereof the parties hereto have executed these presents the day and year first before written.

The seal of the Dunedin Printers' Machinists, Bookbinders, Lithographers, and Related Trades Industrial Union of Workers was hereunto affixed in the presence of—

[SEAL.] W. J. M. WILSON, Secretary.

Signed on behalf of the Evening Star Co., Ltd.—

C. STANLEY SMITH, Managing Director.

Signed on behalf of the Otago Daily Times and Witness Newspapers Co., Ltd.—

WM. EASTON, General Manager.

Dated at Dunedin this 27th day of March, 1935.