

(10808.) AUCKLAND JOURNALISTS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 29th day of May, 1935, between Wilson and Horton, Ltd., Printers, &c., Auckland, and New Zealand Newspapers, Ltd., Auckland (hereinafter called the "employers") of the one part, and the Auckland Journalists' Industrial Union of Workers (hereinafter called the "union") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

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. That 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.

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SCHEDULE.

*Exemptions.*

1. (a) Editors, news-editors, chief sub-editors, and chiefs of reporting staffs shall be deemed to be executive agents of the employers outside the scope of this agreement, and shall not be eligible for membership of the Journalists' Union.

(b) Nothing in this agreement 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.

*Interpretation.*

2. For the purposes of this agreement the following definitions shall apply:—

(a) A "sub-editor" is a journalist who sub-edits news matter under the direction of the chief sub-editor.

(b) A "reporter" is a journalist who is assigned duty by the chief of staff, or his deputy, and who performs his regular and adequate share of the reporting-work of the newspaper on which he is employed.

(c) A "cadet" is one who is being trained as a journalist on the reporting or the sub-editorial staff of a newspaper. The period of training shall be four years. Employment in the reading department may by arrangement between the parties concerned be deemed to be part of a cadet's training; otherwise it shall not be included in the period of four years prescribed in this clause.

(d) A "sporting writer" is a journalist who is occupied principally upon racing and trotting or field and other sports.

(e) A "casual reporter" shall mean a journalist who is engaged occasionally for reporting-work. This definition shall not apply to any one not actually a reporter who is employed to supply a casual report of any kind.

(f) A "temporary reporter" is a journalist employed under the provisions of clause 13 of this agreement.

(g) A "staff photographer" is one who is regularly engaged in the production of photographs for insertion in the newspaper on which he is engaged.

(h) A "cadet photographer" is one who is being trained as a photographer on the staff of a newspaper. The term "cadet" wherever it is used in this agreement includes "cadet photographer."

(i) A "reader" is one substantially engaged as a corrector of printed matter in proof form.

(j) A "reviser" is an assistant in the reading department substantially engaged in checking compositors' corrections, and may perform the duties of a reader when required.

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

#### *Reporters' Assignment-book.*

3. The reporters' assignment-book, setting out the duties allotted to reporters, shall be made up daily, not later than 9 a.m. in respect of work for an evening paper, and by 10 p.m. on the day prior to that to which the entries refer in case of a morning paper.

#### *Hours.*

4. (a) The hours of reporters, cadets, and staff photographers, calculated on actual work for the office, shall not exceed ninety-six per fortnightly period, and times in excess of ninety-six 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 commenced his or her assignment or other duty to the time he or she has completed the day's work: Provided that if there be a break of one hour or more in the day's work during which the reporter's, cadet's, or photographer's time is at his or her own disposal such break shall not be included in the computation of the working-hours of the day. In no case shall there be more than one such break in the day's work.

(b) No reporter on a morning newspaper engaged after midnight shall be called on duty within ten hours of signing off, except in cases of special emergency.

(c) Work which takes a reporter or a photographer into the country and parliamentary special correspondence shall be subject to special arrangement regarding the computation of hours.

(d) The hours for readers, revisers, and copyholders shall not exceed forty-five hours per week, and time worked in excess of forty-five hours shall be regarded as overtime.

(e) Time-books shall be kept in each department, and shall, as far as possible, be signed daily by each reporter, cadet,

photographer, or reader when actually coming on duty and going off duty, or time dockets shall be supplied by each member of the staff when going off duty.

*Overtime.*

5. At the end of each fortnightly period the overtime accruing shall be computed and time off equivalent to the overtime may be allowed during the succeeding fortnightly period. Otherwise payment for overtime shall be made in cash at a rate which exceeds by one-half the ordinary rate of remuneration calculated on the basis of the weekly salary of the person concerned.

*Grading.*

6. (a) All reporters regularly employed on the staff of a newspaper to which this agreement applies shall be listed for salary purposes in three grades, and one-third of the staff in each case shall be paid not less than the salary prescribed for such grade. The employer may exclude from the grading-list women journalists, sporting writers, and other departmental writers.

(b) When the total number of the regular staff is not equally divisible by three, and leaves one over, the number in the senior grade shall be increased accordingly; when there are two over, one shall be included in the senior grade and the other in the general grade.

(c) The number of cadets on the reporting staff shall not exceed the number of reporters listed in the junior grade. A cadet who has completed his period of training may continue to be employed at the salary provided for fourth-year cadets, pending a vacancy on the graded staff.

(d) A list of the names of the graded staff in their respective divisions, together with any alterations which may be made from time to time by the employer, shall be recorded by the chief of staff on a special page in the reporters' assignment-book and shall be open to inspection by the president and the secretary of the Auckland Journalists' Union.

*Interchange of Duties.*

7. (a) The duties of members of the reporting staff shall be allotted by the editor or the chief of the reporting staff at his discretion, irrespective of the reporter's grading, and no exception may be taken by a reporter to his assignment.

(b) Where a rearrangement of duties is necessary on account of sickness, annual leave, or other cause, the employer may interchange the duties of any members of the staff without incurring any liability for additional payment.

*Salaries.*

8. The minimum salaries payable shall be—

			Per Week.		
			£	s.	d.
Reporters—			7	13	0
Senior	..	..	7	13	0
General	..	..	6	6	0
Junior	..	..	4	10	0
Cadets—					
First year	..	..	1	5	0
Second year	..	..	1	15	0
Third year	..	..	2	10	0
Fourth year	..	..	3	10	0
Photographers—					
First hand	..	..	6	15	0
Second hand	..	..	5	8	0
Chief readers—					
Night	..	..	5	17	0
Day	..	..	5	8	0
Readers—					
Night	..	..	5	8	0
Day	..	..	4	19	0
Revisers—					
Night	..	..	3	6	0
Day	..	..	3	0	0
Copyholders—					
First year—					
Night	..	..	1	2	0
Day	..	..	1	0	0
Second year—					
Night	..	..	1	13	0
Day	..	..	1	10	0
Third year—					
Night	..	..	2	4	0
Day	..	..	2	0	0

Women journalists of not less than five years' experience and in charge of a department shall receive a salary not less than £5 a week. For any assistant under five years' experience the salary shall not be less than is provided for cadets.

Sub-editors shall be paid not less than the amount above prescribed for senior reporters, except that where the staff of sub-editors in addition to the chief sub-editor is two or more in number one junior and one cadet sub-editor may also be employed at the rates prescribed for junior and cadet reporters.

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.

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.

*Sickness and Default.*

9. The employer shall not be obliged to pay for time lost through the employee's sickness or default.

*Holidays.*

10. (a) Readers, revisers, and copyholders shall be allowed two weeks' vacation annually on full pay.

(b) Sub-editors, reporters, and photographers who are regularly employed shall be allowed the following holidays in each year on full pay:—

(1) Sub-editors and senior reporters and general reporters after three years in that grade—Three successive weeks.

(2) Other reporters, photographers, and cadets—Two successive weeks.

(c) Reporters, cadets, and photographers 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 papers from 6 p.m. (or earlier if possible, for the reporters engaged on morning assignments) or, in the alternative, (i) three successive clear days off in fourteen days, (ii) two successive clear days and two half-days off in fourteen days.

In no case shall the hours of work on the day on which the half-holiday is given be more than four, which shall be continuous.

Sub-editors shall be allowed at least one clear day off in every seven, and one afternoon off in every seven; or, in the alternative, at least three clear days off in every fourteen days.

(d) The half-holiday shall not necessarily apply to general-election periods, which shall be computed as between the date of the prorogation of Parliament and the day after the election, both days inclusive.

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

(f) Holidays shall be arranged by the employer to suit the convenience of the office.

*Termination of Employment.*

11. The employment of a sub-editor or a reporter or a photographer may be terminated by not less than four weeks'

notice on either side. In the case of cadets, readers, and revisers, the period shall be not less than two weeks. In the case of copyholders, one week.

*Casual Work.*

12. Reporters may be employed on casual assignments which cannot be conveniently covered by the regular staff. In all such cases the remuneration shall not be less than 2s. 6d. per hour, with a minimum of two hours' work.

*Temporary Employment.*

13. Temporary reporters may be employed in addition to the regular staff: Provided that in no case shall the period of employment be less than one week. Should a temporary reporter be retained after eight weeks' continuous employment, such reporter shall be deemed to be on the regular staff and shall be placed on the graded list.

*Under-rate Workers.*

14. (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.

*Disputes.*

15. If any dispute shall arise between the parties to this agreement as to its construction or meaning, such dispute shall be referred to a disputes committee consisting of a representative of the employer concerned, a representative of the Journalists' Union, and a third party agreeable to both. The decision of the disputes committee shall be binding on the parties: Provided that nothing in this clause shall prejudice any party to this agreement in seeking redress for any breach by the ordinary process of law.

*Preference.*

16. (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 who was employed before the coming into force 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 9d. 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.

*Scope of Agreement.*

17. The operation of this agreement is limited to the staffs of the daily newspapers published in Auckland by the employers.

*Term of Agreement.*

18. This agreement shall operate as from the 1st day of April, 1935, and shall continue in force until the 31st day of March, 1936.

Signed on behalf of Wilson and Horton, Ltd.—

HENRY HORTON, Managing Director.

Witness to signature—J. M. Harcastle.

Signed on behalf of New Zealand Newspapers, Ltd.—

J. A. SHERRIFF, Secretary.

Witness to signature—F. J. Howard.

Signed on behalf of the Auckland Journalists' Industrial Union of Workers—

E. C. FRANKLIN.

G. L. STANBROOK.

Witness to signatures—Geo. F. Inglis.

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