

(11004.) AUCKLAND PHOTO-ENGRAVERS.—AGREEMENT UNDER  
THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS agreement made this fourteenth day of February, 1936, between the New Zealand Photo-Engravers Guild, Incorporated (hereinafter referred to as "the Guild"), of the one part, and Wilson and Horton, Ltd., printers and publishers; N.Z. Newspapers, Ltd., printers and publishers; Geddis and Blomfield, Ltd., printers and publishers; Auckland Photo-Engravers, Ltd., photo-engravers; Illustrations Ltd., photo-engravers; the Wilson Engraving Service, photo-engravers; the New Zealand Sporting and Dramatic Review Co., Ltd., printers and publishers; and Alexander Harvey and Sons, Ltd., manufacturers (hereinafter referred to as "the employers"), of the other part, witnesseth that it is hereby mutually agreed and declared between and by the guild and the employers above-mentioned:—

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

2. The said parties 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.

*Application of Agreement.*

1. All persons engaged in technical operations in photo-engraving departments of the employers shall be classified as journeymen, improvers, and apprentices, and the provisions of this agreement shall apply to them.

*Foremen.*

2. Every employer shall be entitled to nominate one person in his employment as the foreman of his photo-engraving staff. The foreman shall be deemed to be an executive agent of the employer outside the scope of this agreement and shall not be eligible for membership of the guild.

*Hours of Work.*

3. (a) The hours of work shall not exceed forty-four per week for day workers and forty for night workers.

(b) The hours of work shall be regulated by the employer according to the requirements of his business. In the case of day workers in trade houses they shall be between 7 a.m. and 6 p.m. on five days of the week and 7 a.m. and 12 noon on Saturdays. In newspaper offices the hours may be arranged to suit the requirements of the employer's business. In newspaper offices the hours of day workers shall be between 7 a.m. and 10.30 p.m. In all cases the regular hours of work shall be fixed by the employer within the prescribed limits. Time worked shall be reckoned each day from the time of starting work. Actual meal intervals, each of which shall not exceed one hour, shall not be included in the computation of time worked.

(c) In weekly newspaper offices the hours of work shall be arranged to meet the requirements of the employer's business. During one day in each week any worker may be employed at ordinary rates for ten hours. Any time worked in excess of ten hours on that day shall be counted as overtime: Provided that if the overtime does not exceed two hours the employer may allow time and a half off or may pay for the overtime at time and a half rates. Time worked in excess of twelve hours on that day shall be counted as ordinary overtime in accordance with clause 5 (b) and shall be paid for at the rates prescribed by that clause.

(d) The provisions of subclause (c) shall apply to trade houses producing blocks other than trade blocks for use in a registered weekly newspaper, and shall also apply in respect of one day in each calendar month to trade houses producing blocks other than trade blocks for use in a registered monthly newspaper.

*Holidays.*

4. (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, Boxing Day. In morning newspaper offices the day preceding each of these holidays may be reckoned as the holiday. In trade houses only January 2nd (when not a Sunday) shall be observed as a holiday.

(b) All time worked on Sundays, Good Friday, and Christmas Day shall be paid for at the rate of double time. The rate for the other holidays shall be time and a half. In the case of workers in a morning newspaper office regularly employed on Sundays, Sunday in this clause shall mean from noon on Saturday till noon on Sunday.

(c) It shall be optional for an employer in a newspaper office, in lieu of paying overtime rates to workers in respect of work done on holidays other than Good Friday and Christmas Day, to allow each worker so employed one day off duty on full pay for each holiday so worked within one month or to add one day on full pay to the annual holiday of such worker for each holiday so worked. This provision shall also apply to trade houses in respect of the production of blocks other than trade blocks for use in a registered newspaper.

(d) 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. All workers leaving their employment shall be granted a relative proportion of the week's holiday when the completed period of service is six months or more within the year for which such holiday becomes due, or the equivalent in pay. Any employee who, while on holiday, works for another employer shall forfeit his holiday pay.

*Overtime.*

5. (a) For the purposes of this clause, payment shall be computed upon the basis of the hourly rate calculated by dividing the ordinary weekly wages of the employee concerned by the number of hours constituting a week's work under the terms of his employment.

(b) All time worked on any day in excess of the regular hours fixed in accordance with clause 3 (b) shall be counted as overtime and shall be paid for at the rate of time and a half for the first three hours and double rates thereafter. Lost time, as defined by clause 10, may be set against overtime worked in the same week.

(c) In lieu of payment for overtime worked in the production of blocks for publication in a registered newspaper, time off

equivalent to the time worked may be allowed during the succeeding fortnight. In trade houses this provision shall not apply to trade blocks.

*Tea-money.*

6. Any employee required after the completion of his ordinary day's work to continue work for more than one hour shall be paid 1s. 6d. tea-money: Provided that tea-money shall not be paid if notice that he will be required to work overtime has been given the previous day.

*Classification and Grading.*

7. (a) An apprentice who at the end of his apprenticeship is not qualified to receive the minimum wage for a journeyman shall serve a probationary period of not more than two years, and shall be classified during that period as an improver.

(b) The qualifications of an improver may be reviewed by the joint committee after the completion of his first year and of any subsequent half-yearly period of his term as an improver. Application to the joint committee for such review may be made by the employer or by the guild on behalf of the improver. The joint committee shall make such inquiries as it deems fit, and shall communicate its conclusions in writing to the employer, the improver, and the guild.

(c) Every employer shall classify the journeymen in his employment, according to the nature of the work upon which they are substantially employed, in accordance with the classification set forth in the scale of wages for journeymen in clause 8 (b). In each class there shall be two grades. If an employer employs one journeyman in any class that journeyman may be placed in Grade II and be paid not less than the wages prescribed for that grade. If he employs two or more journeymen in one class, one half of the number of journeymen in that class shall be paid not less than the wages prescribed for Grade I of that class: Provided that when the number is not divisible by two the one over may be included in Grade II.

*Wages.*

8. (a) The employers undertake that nothing in this agreement shall be construed as permitting or requiring any reduction in the wages of any present employee.

(b) The following shall be the minimum rates of wages:—

Improvers—	Per Week.		
	£	s.	d.
First six months .. ..	3	10	0
Second six months .. ..	3	17	6
Third six months .. ..	4	5	0
Fourth six months .. ..	4	15	0

Journeymen—	Class.	Grade.	Per Week.		
			£	s.	d.
Printers, mounters, strippers, provers, and routers	.. .. .	II	5	0	0
Photo-litho plate-makers, line etchers and engravers	.. .. .	I	5	5	0
		II	5	5	0
Operators, half-tone etchers, and finishers	.. .. .	I	5	10	0
		II	5	10	0
Part-time colour operators and part-time colour etchers	.. .. .	II	6	0	0
		I	6	5	0
Colour operators and colour etchers	.. .. .	II	6	10	0
		I	6	15	0
Photo-litho colour separators	.. .. .	II	7	0	0
		I	7	5	0

(c) A journeyman employed in different kinds of work shall be subject to the provisions and be paid the wage designated for the special work in which he is substantially engaged.

#### *Casual Workers.*

9. A journeyman or an improver employed casually—which shall mean less than one week— shall be paid by the hour at a rate calculated by dividing by the number of hours prescribed for a week's work the weekly wage appropriate to Grade II of his classification.

#### *Deductions for Time lost.*

10. Subject to the provisions of the Workers' Compensation Act, 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.

#### *Preference.*

11. If any employer shall hereafter engage any person coming within the scope of this agreement, who shall not be a member of the guild, and shall not within fourteen days after his engagement become a member of the guild and thereafter maintain his membership in accordance with the rules of the guild, the employer shall, upon the request of the guild, dismiss such person from his service, provided there is then a member of the guild equally qualified to perform the particular work required to be done and ready and willing to undertake the same. The provisions of this clause shall apply, with equal effect, to all persons coming within the scope of this agreement employed at the date of commencement of this agreement.

#### *Under-rate Workers.*

12. Any person who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such

lower wage as may be determined by agreement between him and his employer: Provided that notification of the employment of an under-rate worker shall be given to the guild, which may apply to the joint committee for a review of the terms and conditions of his employment, and the decision of the joint committee shall be binding on both parties to such agreement. Except in respect of his wages, an under-rate worker shall be classified as a journeyman.

*Joint Committee.*

13. Upon a request by either the guild or any employer a joint committee shall be constituted to consider any matter arising out of the operation of this agreement by the appointment by the guild of three representatives and by the employers in consultation of three representatives. The committee shall determine its own procedure, and, according to the nature of the matter referred to it, shall determine what action is necessary. It is agreed that all such proceedings shall be conducted with reasonable despatch, and that all parties to the agreement will accept the joint committee as an advisory, conciliatory, and judicial authority for the purposes of this agreement.

*Term of Agreement.*

14. This agreement shall come into force on the 1st day of March, 1936, and shall continue in force until the 28th day of February, 1937, without variation, notwithstanding any general order under statutory authority issued during its currency.

Dated at Auckland, this 14th day of February, 1936.

Signed on behalf of the New Zealand Photo-Engravers' Guild,  
Incorporated—

[L.S.]

A. G. GALLAGHER, President.

J. DROUGHT.

FREDERICK NOAD, Secretary.

Witness to signatures—J. M. Hardeastle.

Signed on behalf of Wilson and Horton, Ltd.—

HENRY HORTON.

Witness to signature—J. M. Hardeastle.

Signed on behalf of New Zealand Newspapers, Ltd.—

F. A. CLARKE.

Witness to signature—J. M. Hardeastle.

Signed on behalf of Geddis and Blomfield, Ltd.—

ERIC A. BLOMFIELD.

Witness to signature—H. B. Kerr-Hislop.

Signed on behalf of Auckland Photo-Engravers, Ltd.—

H. W. RICHARDS.

Witness to signature—A. Dennison.

Signed on behalf of Illustrations Ltd.—

V. E. V. ROSCOE.

Witness to signature—J. M. Hardeastle.

Signed on behalf of Wilson Engraving Service—

ARTHUR E. WILSON.

Witness to signature—A. Dennison.

Signed on behalf of Alexander Harvey and Sons, Ltd.—

ALEX. HARVEY.

Witness to signature—M. Cormack.

Signed on behalf of the New Zealand Sporting and Dramatic  
Review Co., Ltd.—

F. J. DAWSON, Sen.

Witness to signature—M. Needham.

NOTE.— This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland pursuant to section 8 (1) of the said Act, on the 24th day of March, 1936.

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