

NORTHERN INDUSTRIAL DISTRICT JOURNALISTS (BI-WEEKLY TRI-WEEKLY, AND WEEKLY NEWSPAPERS).—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland Journalists Industrial Union of Workers (hereinafter called “the union”) and the undermentioned association, persons, firms, and companies (hereinafter called “the employers”) :—

Berry, J. B., Kaikohe.
 Blewden, W. H., and Jackson, D., Ngaruawahia.
 Burrows, A. J., Kohukohu.
 Cargill Publishing Co., Ltd., Morrinsville.
 Cook, W. T. R., Warkworth.
 Couriers (N.Z.), Ltd., Te Awamutu.
 Craig, Samuel Richard, Te Kuiti.
 Dunlops, Ltd., Kawakawa.
 Franklin Printing and Publishing Co., Ltd., Pukekohe.
 Hornblow, R. E., Dargaville.
 Howie, F. J., Whangarei.
 Huntly Press Co., Ltd., Huntly.
 Morton, W., jun., Onehunga.
 Nathan, F. L. J., Tokomaru Bay.
 Nicholas, W. D., Ltd, Paeroa.
 Otorohanga Times Co., Otorohanga.
 Proctor, F. S., Devonport.
 Rack, Wm., Waiuku.
 Tainui Press (J. E. Sorenson), Matamata.
 Taumarunui Press, Ltd., Ohura Valley.
 Te Aroha News Printing and Publishing Co., Ltd.,
 Te Aroha.
 Te Rau Press, Ltd., Gisborne.
 Thames Printing Co., Ltd., Thames.
 The New Zealand Federated Newspaper Proprietors’
 Industrial Association of Employers.
 Venables, Hilton, Helensville.
 Vennell, C. W., and Co., Ltd., Cambridge.
 Waitemata Publishing Co., Takapuna.
 Wilson, T. H., Te Puke.

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 28th day of September, 1938, 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 September, 1937.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Exemptions.

1. Nothing in this award shall apply to women engaged in children's or social sections; to persons employed as correspondents or contributors; to persons employed as representatives elsewhere than in the town of publication; or to any 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. (a) **Journalist:** A "journalist" is one who is permanently employed for half or more of his or her working-time on the literary staff of a newspaper as an editor, a sub-editor, or a reporter, and who takes his or her regular and adequate share of the work of the newspaper on which he or she is employed; but this award shall not apply to an editor in receipt of a salary of £6 10s. per week or more in the case of a bi-weekly or a tri-weekly newspaper, or of £5 15s. per week or more in the case of a weekly newspaper.

(b) **Cadet:** A "cadet" is one who is in training for journalism, but who has not had four years' experience.

(c) **Casual reporter:** A "casual reporter" is a journalist who is engaged occasionally for reporting work. This award shall not apply to any one who is employed to supply a casual report of any kind.

(d) **Temporary journalist:** A "temporary journalist" is a journalist other than a casual reporter who is employed under the provisions of this award.

Hours of Work.

3. (a) The hours for journalists shall be calculated on actual time taken upon work for the office, and shall not exceed ninety-two per fortnightly period. Intervals between assignments shall not be included in the calculation of time worked by the employee. Time worked in excess of ninety-two hours in any fortnightly period shall be regarded as overtime and may, up to a period of eight hours, be allowed off in the next succeeding fortnight, on a day or days convenient to the office, or shall be paid for at the rate of time and a half.

(b) Work which takes a reporter away from the town of publication shall be subject to special arrangement regarding the computation of hours.

(c) Time occupied by work for which a journalist receives payment in addition to his salary shall be excluded from the computation of time worked.

Time-books.

4. (a) The employer shall provide a time-book accessible to all workers covered by this award, and such book shall be entered up daily by each worker and shall show the hours worked.

(b) The time-book shall be open to inspection during office hours by the representative of the union.

Salaries.

5. (a) The following shall be the minimum salaries per week to be paid respectively to workers hereinafter specified:—

Journalists—

Bi-weeklies and tri-weeklies—			£	s.	d.	
First year	4	0	0
Second year	4	5	0
Third year	4	10	0
Fourth year	5	5	0
After four years	5	10	0

Weeklies—

First year	..	..	..	4	0	0
Second year	..	..	..	4	2	6
Third year	..	..	..	4	7	6
Fourth year	..	..	..	4	12	6
After four years	..	..	..	5	5	0

Cadets—

First year	..	..	..	1	5	0
Second year	..	..	..	2	0	0
Third year	..	..	..	2	10	0
Fourth year	..	..	..	3	5	0

(Subject to basic-wage adjustment.)

One cadet shall be allowed for the newspaper and one for every three or fraction of three journalists regularly employed.

(b) Subject to the provisions of the Workers' Compensation Act, no deduction shall be made from the weekly salary fixed by this award 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.

(c) A casual journalist engaged on the staff shall be paid as follows: Up to four hours' unbroken time in any one day, 12s. 6d.; over four hours' unbroken time in any one day, £1; any time worked over eight hours in any one day, at overtime rates.

General Provisions.

6. (a) The duties of the members of the staff shall be allotted by the employer to suit the convenience of the office.

(b) Where a rearrangement of duties is necessary on account of sickness, annual leave, or other cause for a period not exceeding three months, the employer may interchange the duties of any members of the staff without incurring any liability for additional payment.

Holidays.

7. (a) Journalists shall be allowed: (i) One full day and one half day off in every seven days, or (ii) three days off in every fourteen days, or (iii) two days and two half days off in every fourteen days. The hours worked on the day on which the half-holiday is given shall not exceed four.

(b) The half-holiday shall not necessarily apply during any parliamentary election campaign in the district of circulation.

(c) Journalists shall be allowed two weeks' holiday on full pay each year, such holiday including compensation for time worked on public holidays.

(d) Cadets shall be allowed one week's holiday on full pay each year.

Termination of Engagement.

8. The employment of a journalist may be terminated by not less than two weeks' notice on either side. In the case of cadets, the period of notice shall not be less than one week.

Expenses.

9. Reasonable out-of-pocket expenses, including the cost of meals when such is incurred through the exigencies of office work, shall be allowed to journalists. Claims for such expenses shall be rendered within one week of their being incurred.

Temporary Employment.

10. Nothing in this award shall prevent the temporary employment of journalists at rates of remuneration determined by agreement between the employer and the journalists concerned: Provided that any such journalist who is employed for more than three months continuously shall be deemed to be a member of the regular staff, and the grading shall be adjusted accordingly.

Under-rate Workers.

11. (a) Any worker who considers himself 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, 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.

Workers to be Members of Union.

12. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Term of Award.

13. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of June, 1937,

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and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 28th day of September, 1938.

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 September, 1937.

[L.S.]

_____ P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.
