

NEW ZEALAND (EXCEPT MARLBOROUGH) PHOTO ENGRAVERS—AWARD

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—
In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Photo Engravers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Banks Box Co. Ltd., Taylors Road, Morningside, Auckland.
Dawson Printing Co. Ltd., Broadway, Newmarket, Auckland.
Harvey, Alex., and Sons Ltd., 5 Albert Street, Auckland.
Illustrations Ltd., 106 Albert Street, Auckland.
Leader Press Ltd., Hobson Street, Auckland.
M. H. Photo Engraving Co. Ltd., 4 Cook Street, Auckland.
Nameplates and Signs (N.Z.) Ltd., Courthouse Lane, Auckland.
New Zealand Newspapers Ltd., 20 Shortland Street, Auckland.
Northern Publishing Co. Ltd., Whangarei.
Offset Plates Ltd., City Chambers, Queen Street, Auckland.
Photo Engravers Ltd., 4 Poynton Terrace, Auckland.
Photo Litho Services, Lorne Street, Auckland.
Process Art Studios, 48 Wellesley Street, Auckland.
Process Plate (N.Z.) Ltd., 409 Queen Street, Auckland.
Roberts Photo Engravers Ltd., P.O. Box 624, Hamilton.
Rotorua Newspapers Ltd., Rotorua.
Stanley Newcomb Ltd., 127 Trafalgar Street, Onehunga, Auckland.
Wilson and Horton Ltd., Queen Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Taranaki Daily News Co. Ltd., New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Blundell Bros. Ltd., Willis Street, Wellington.
 Coulls, Somerville, Wilkie, Ltd., Palmerston North.
 Daily Telegraph Co. Ltd., Napier.
 Equipment Ltd., Wakefield Street, Wellington.
 Lithographic Laboratories, 193 Vivian Street, Wellington.
 Moore, C., and Son, Process Engravers, 243 Willis Street, Wellington.
 New Zealand Worker Printing and Publishing Co. Ltd., 25A Marion Street, Wellington.
 Offset Plates (N.Z.) Ltd., 111 Taranaki Street, Wellington.
 Palmerston Photo Engravers Ltd., 119 King Street, Palmerston North.
 Pictorial Publications Ltd., Heretaunga Street, Hastings.
 Process Engravers Ltd., 3 Herbert Street, Wellington.
 Radio Corporation of N.Z. Ltd., 80 Courtenay Place, Wellington.
 Thomson Photo Engravers Ltd., 155 Willis Street, Wellington.
 United Empire Box Co. Ltd., Randwick Road, Lower Hutt.
 Vickery and Inkersell Ltd., Photo Engravers, Boulcott Avenue, Wellington.
 Warburton and Golder Ltd., Ocean House, Jervis Quay, Wellington.
 Wellington Publishing Co. Ltd., Mercer Street, Wellington.

NELSON INDUSTRIAL DISTRICT

Lucas, R., and Son (Nelson Mail) Ltd., Nelson.

WESTLAND INDUSTRIAL DISTRICT

Greymouth Evening Star Co. Ltd., Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Andrews Baty and Co. Ltd., Liverpool Street, Christchurch.
 Bascands, W. A., Ltd., Kilmore Street, Christchurch.
 Christchurch Photo Engravers, Bath Street, Christchurch.
 Christchurch Press Co. Ltd., Cathedral Square, Christchurch.
 Equipment (South Island) Ltd., Hereford Street, Christchurch.
 Graphic Services Ltd., Tuam Street, Christchurch.
 New Zealand Newspapers Ltd., Kilmore Street, Christchurch.
 Timaru Photo Engravers, Timaru.
 Weeks Ltd., Tuam Street, Christchurch.
 Whitcombe and Tombs Ltd., Colombo Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Coulls, Somerville, Wilkie Ltd., Printers, Dunedin.
 Craig Printing Co. Ltd., Printers, Invercargill.
 Dunedin Photo Engravers Ltd., Hannah's Building, George Street, Dunedin.
 Evening Star Co. Ltd., Printers and Publishers, Dunedin.
 Macintosh, Caley, Phoenix Ltd., Maclaggan Street, Dunedin.
 Otago Daily Times and Witness Newspapers Co. Ltd., Printers and Publishers, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 29th day of February 1964 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 11th day of September 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the photo-engraving industry and to all persons engaged in technical operations in the industry which comprises the following branches:

- (a) Photo-process engraving;
- (b) Photo-lithography;
- (c) Photo-gravure;
- (d) Electronic engraving machine operating;
- (e) Camera operating in the silk-screen industry;
- (f) Photo-engraving operations in the preparation on non-printing surfaces.

Foremen

2. In every factory a foreman may be nominated for each branch of the industry provided five or more journeymen are employed in the branch. At the employer's request foremen shall be deemed to be executive agents of the employer and shall be exempt from the provisions of this award, provided they are paid not less than the appropriate journeyman's rate of wages.

Hours of Work

3. (a) The ordinary hours of work shall not exceed 40 per week.

(b) The ordinary hours of work in trade houses shall be worked on five days of the week, Monday to Friday, both days inclusive.

(c) *In Newspaper Offices*—(i) The ordinary hours for a worker engaged upon the production of a weekly newspaper shall be arranged to meet the requirements of the employer's business, provided that the existing practice in respect of the days upon which the ordinary hours are worked shall not be varied except by agreement between the employer and the union. Failing such agreement the matter may be dealt with under clause 14 hereof.

(ii) The ordinary hours for a worker employed upon the production of a newspaper other than a weekly newspaper and in the case of photo-gravure workers, shall be arranged to meet the requirements of the employer's business on any six days of the week, but so that a worker is not required to work on more than five days in any week.

(d) Jobbing work in newspaper offices shall be performed in accordance with subclause (b) of this clause and between the hours of 7.30 a.m. and 5.30 p.m. This subclause shall apply to the Roberts Photo Engravers Ltd., Hamilton.

(e) The ordinary hours of work for day workers shall be between 7.30 a.m. and 5.30 p.m.

(f) Night shifts may be worked in morning newspaper offices. A "night shift" is one of which the greater part (meal-times being excluded) is worked between 5.30 p.m. and 7.30 a.m.

(g) In all cases the regular hours of work shall be fixed by the employer within the prescribed limits. Time worked shall be reckoned continuously 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.

Holidays

4. (a) The provisions of the Annual Holidays Act 1944 shall apply to all workers employed under this award.

(b) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when the premises are closed or the work of those workers is for any reason discontinued, and at the date of commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for such period, provided it does not exceed the period of the annual holidays prescribed by this award including any special or other holidays that may be added to the annual holiday, but the employer shall before that date pay to him, in addition to all other amounts due to him at that date, including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

(c) The provisions of the Factories Act 1946 with regard to holidays, payment for holidays, and payment for work done on Sundays and holidays shall apply to all workers employed under this award. The holidays to be allowed under the clause shall be New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anzac Day.

In addition to the holidays aforesaid Anniversary Day (or Show Day) shall also be observed as a paid holiday, but if a worker is required to work on such holiday payment shall be at the rate prescribed for work done on any of the other foregoing prescribed holidays. In trade houses only 2 January shall be observed as a holiday.

(d) If any holiday, except Anzac Day, falls on a day other than a working day, that holiday shall be allowed on the next succeeding working day.

Meal Interval

5. No worker shall be employed for more than four hours and one-half continuously without an interval for a meal. By agreement between the employer and the majority of the workers the interval may be less than three-quarters of an hour. In newspaper offices the period of four hours and one-half may be exceeded in cases of emergency.

Overtime

6. (a) For the purpose of this clause payment shall be computed upon the basis of the "hourly rate" calculated by dividing the ordinary weekly wage of the worker concerned by the number of hours constituting a week's work under the terms of his employment.

(b) All time worked on any day before or after the regular hours fixed in accordance with clause 3 shall be counted as overtime and except as hereinafter provided, shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that overtime not exceeding four hours may be worked on any Saturday morning before 12 noon and shall be paid for at time and a half rates; for overtime worked in excess of four hours, or after 12 noon on any Saturday, double time rates shall be paid.

(c) If a worker is required to work on other than a normal working day or, not having been given prior notice, is recalled to work after an interval (other than a meal interval) on a normal working day, he shall be provided with not less than three hours' work or equivalent payment at the appropriate overtime rate.

(d) Except with the consent of the local branch secretary of the union, no worker shall be required nor permitted to work overtime on the night of any meeting of the union provided that at least seven days' notice of such meeting has been given to both the worker and his employer. This provision shall not apply to workers required for the production of morning newspapers.

Meal Allowance

7. (a) When a worker is required to work overtime exceeding one hour after the completion of his day's work he shall, unless he can conveniently travel to his home for a meal and return to his work within one hour, be paid meal money of not less than 5s. 2d.

(b) Where the employer maintains a canteen at which workers may purchase meals of a standard determined by agreement between the employer and the workers the employer may provide a meal in lieu of the meal money provided by subclause (a) of this clause.

(c) When a worker has been notified that he will be required to work overtime, and the notice is subsequently withdrawn, he shall receive meal money.

Wages

8. (a) The following shall be the minimum rates of wages:	Per Week
	£ s. d.
(i) General hands	12 6 8
(ii) Electronic engraver operators	13 13 4
(iii) Printers, mounters, routers, provers, retouchers, etchers on non-printing surfaces, stagers, grinders and lay-on workers	14 12 0
(iv) Strippers, depositors, planners, etchers, monotone operators, engravers, photo-litho plate makers, step and repeat machine operators, and photo-litho dot etchers for single colour printing	15 7 6
(v) Part-time colour operators, part-time colour etchers, and part-time photo-litho colour correctors	16 3 0
(vi) Colour operators and colour etchers	16 18 3
(vii) Photo-litho colour correctors and photo-gravure colour retouchers	17 10 6

(b) A general hand shall not perform any skills or technical operations listed in the Photo Engraving Apprenticeship Order or this award, and only one general hand may be employed in each factory.

(c) A part-time worker referred to in paragraph (v) of subclause (a) of this clause means one who is employed for not more than half of his ordinary hours in colour work. Not more than one part-time worker in each of the three categories specified may be employed.

(d) Every night worker shall receive, in addition to the prescribed weekly wage, an extra allowance of £1 a week in the case of adult workers, and 10s. in the case of junior workers. A day worker who is employed as a night worker for less than a week shall be paid the extra allowance *pro rata* to the time worked on night shift, with a minimum of 5s. per shift for adult workers and 3s. 9d. for junior workers. This allowance shall not be payable to day workers employed overtime. This allowance shall not be included in the workers' wages for the purpose of computing overtime payments.

Casual Workers

9. A casual worker is a worker who is employed for a period of less than one week. Every such worker shall be paid at the rate of 10 per cent above prescribed rates, with a minimum of one day's pay except on Saturday.

General Conditions

10. (a) All dark rooms and rooms used for the cleaning of glass shall be supplied with hot and cold water properly fitted with combination hot and cold water mixer faucet: Provided that in dark rooms where dry plates are used exclusively this provision shall not apply.

(b) A rest period of 10 minutes each morning and each afternoon shall be allowed to all workers.

(c) Overalls or smocks as desired by each worker shall be provided by the employer.

(d) Soap and cloth towels or paper towels shall be provided by the employer.

(e) An efficient exhaust system shall be installed to remove surplus etching powder and acid fumes.

(f) Where an adequate and suitable change-room is not available the employer shall provide individual lockers or other adequate and suitable accommodation in which workers may keep their clothes.

(g) Protective footwear, such as rubber goshes, shall be provided for line-etchers.

(h) The employer will reimburse the workers' insurance premiums required to protect against loss by fire or theft whilst on the employer's premises, tools of trade to a maximum cover of £50, provided the worker completes a specific insurance policy on this risk.

Newspaper and Photo-gravure Workers: Saturday and Sunday Work

11. (a) Any worker to whom subclause (c) of clause 3 applies, whose ordinary hours of work in any week include time actually worked on a Saturday or a Sunday in that week, shall receive, in addition to his ordinary wages, payments computed in respect of the actual time worked as follows:

(i) In respect of time worked on a Saturday before the hour of 12 noon: payment at one-half of his ordinary rate.

(ii) In respect of time worked on a Saturday after the hour of 12 noon or on a Sunday: payment at his ordinary rate.

(iii) The additional payment shall be not less, in respect of each Saturday and of each Sunday, as the case may be, than 15s. in the case of an adult worker or 7s. 6d. in the case of a junior worker.

(b) "Ordinary rate" means one-fortieth of the worker's weekly wages per hour.

(c) The provisions of this clause shall not apply to overtime nor shall they operate to increase any additional allowance prescribed for night workers.

(d) The provisions of this clause shall also apply to the Roberts Photo Engravers Ltd., Hamilton.

Deductions for Time Lost

12. Subject to the provisions of the Workers' Compensation Act no deduction shall be made from the weekly wage 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.

Notice

13. Any worker employed for two consecutive months in any office shall be entitled to one week's notice that his services are dispensed with, and any such worker leaving his employment shall likewise give one week's notice. Where the employment is terminated by either party without the requisite notice and without good cause, one week's wages shall be paid or forfeited in lieu of notice: Provided that nothing herein contained shall 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.

Matters Not Provided For

14. If a dispute or difference shall arise between any of the parties to this award upon any matters arising out of or in connection with the award and not specifically dealt with therein, it shall be referred to a committee to be comprised of two representatives of the union and two representatives of the employers, who shall appoint an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by a Conciliation Commissioner. The decision of a majority of this committee shall be binding, except that either party adversely affected thereby shall have the right, by giving written notice to the other party within 14 days after the date the decision is made known to the party desirous of appealing, to appeal against such decision to the Court, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Unqualified Preference

15. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that

the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

16. (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 14 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.

Right of Entry

17. The secretary, or other representative of the union authorised in writing by the secretary, shall with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises of any employer bound by this award and there to interview any workers, but not so as to interfere with the employer's business.

Existing Conditions

18. Nothing in this award shall be construed as permitting or requiring any reduction in the wage or holidays of any present employee.

Application of Award

19. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

20. This award shall operate throughout the Northern, Taranaki, Wellington, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

21. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the working week in each establishment commencing on or after the 27th day of August 1962, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 29th day of February 1964.

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 11th day of September 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 15 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.
