

"TRUTH" (N.Z.) LTD. JOURNALISTS—AWARD

In the Court of Arbitration of New Zealand, Northern, Wellington, 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 Journalists Industrial Association of Workers (hereinafter called "the union") and the under-mentioned company (hereinafter called "the employers"):

"Truth" (N.Z.) Ltd., Garrett Street, Wellington.

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 on the day of the date hereof and shall continue in force until the 20th day of May 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 20th day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Relates

1. This award shall apply to the production of the weekly newspaper published by "Truth" (N.Z.) Ltd.

Exemptions

2. Nothing in this award shall apply to the editor, the associate editor, the news editor or the chief editorial representative Auckland.

Interpretations

3. For the purposes of this award the following definitions shall apply:
(a) A "subeditor" is a journalist who subedits news matter.

(b) A "reporter" is a journalist on the reporting staff of a newspaper who is assigned duty in the reporters' assignment book, and takes his regular and adequate share of reporting for the newspaper by which he is employed.

(c) A "cadet" is one who is being trained as a journalist or photographer on the staff of a newspaper.

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

(e) A "photographer" is one who is employed on the staff of a newspaper in the production of photographs for publication in the newspaper.

(f) A "reader" is one employed as a corrector of printed matter in proof form for publication in a newspaper.

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

(h) A "librarian" is one employed to classify and file newspapers, blocks and photographs, and to classify and sort cuttings for reference.

Hours of Work

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

(b) For the purposes of this clause "meal interval" means either a period between 11.30 a.m. and 2.30 p.m. of not less than 30 minutes nor more than one hour, or a period between 5.30 p.m. and 8.30 p.m. of not less than 30 minutes nor more than two hours, during which a worker is relieved from duty by the employer.

(c) (i) Time worked shall be counted continuously, exclusive of one meal interval (this to be the longer if two are taken), from the time of entering upon duty to the time of completing duty for the day with a maximum of 10 hours; or

(ii) The day's work may be divided into two periods together not exceeding 10 hours, provided that the interval between those periods is not less than three hours. One meal interval may be excluded from the computation of time worked but the deduction shall not exceed one hour.

(d) Meal intervals for sub-editorial and proof reading staffs shall be not less than 30 minutes except in cases of genuine emergency: Provided that no deduction shall be made for any meal interval of 30 minutes or less.

(e) Time occupied by work for which a worker receives payment in addition to his salary or time during which he is, upon his own application, relieved from duty shall be excluded from the computation of time worked.

Distribution of Hours

5. The ordinary hours of work for every worker shall be so arranged that he shall not be required to work upon more than 10 days in any fortnight.

Distant Assignment

6. (a) Time worked upon a distant assignment when the period of absence from the office is not more than one day shall be computed in accordance with the provisions of clause 5.

(b) Any other distant assignment shall be subject to special arrangement regarding the computation of hours between the employer and the worker concerned. In any special arrangement not less than eight hours shall be allowed for each full day of absence from the office.

Time Books

7. (a) Each worker shall enter in a book, or record by other means provided by the employer, the times at which he commences and completes the day's work, together with the times at the beginning and the end of each interval which by the

provisions of this award is excluded from the computation of time worked, and such other particulars as may be required for the computation of time worked. The entries relating to each day's work shall be made at the end of that day's work: Provided that when any day's work is completed away from the office, the entry shall be made at the first opportunity thereafter.

(b) If not disputed within 48 hours, all entries in the time book shall be taken to be correct.

(c) The time book shall be open to inspection during office hours by the president and the secretary of the local journalists' union or branch thereof.

Overtime

8. (a) Time worked in excess of 10 hours during any day shall be paid for at the rate of time and a half for the first three hours and thereafter at double rates.

(b) Any time worked before the expiration of nine hours from the completion of the previous day's work shall be reckoned as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that in computing the interval there shall not be included any overtime as defined by subclause (a) of this clause.

(c) Time worked in excess of the prescribed weekly limits shall be paid for at the rate of time and a half for the first eight hours and thereafter at double rates: Provided that in computing the weekly hours there shall not be included any overtime as defined by subclauses (a) and (b) of this clause.

Grading

9. (a) Subeditors, excluding the chief subeditor, shall be graded as follows: one a general, the next a senior and so on alternately. When two graded subeditors are employed, one junior and one cadet also may be employed, and when more than two graded subeditors are employed, one junior and two cadets also may be employed, such juniors and cadets to be paid the salaries prescribed for junior reporters and cadets.

(b) The following proportion of grading of the reporting staff shall be observed, the chief reporter, cadets, temporary and casual reporters being excluded from the grading:

Number of staff	7	8	9	10	11	12	13	14	15	16	17
Number of senior reporters	3	3	4	4	5	5	5	6	6	6	7
Number of general reporters	2	3	3	4	4	4	5	5	5	6	6
Number of junior reporters	2	2	2	2	2	3	3	3	4	4	4

If the number of reporters to be classified exceeds 17, the excess shall be classified as follows: the first as a junior, the second as a general, and the third as a senior, and so on until the whole of the excess has been classified.

Provided that an employer shall not be required by the provisions of this subclause to classify as a senior reporter any general reporter who has not completed three years' employment as a general reporter.

Provided, further, that an employer shall not be required by the provisions of this subclause to classify as a general journalist any junior journalist who is unable to pass an approved test of shorthand writing at 80 words a minute. Any such junior journalist shall not necessarily be included in any graded list.

(c) The number of cadets attached to the graded reporting staff shall not exceed one for every three or fraction of three.

(d) The provisions of this award shall apply to workers engaged upon the selection and the titling of illustrations, but not to workers who by the nature of their duties are subject to the provisions of the Clerical Workers' Award. A worker who

is also responsible for directing the work of photographers shall be paid not less than the salary prescribed for a general reporter. Workers to whom this subclause applies shall not be included in any graded list.

(e) A list of the names of the graded subeditorial and reporting staffs and of other workers subject to this award in their respective divisions, together with any alteration which may be made from time to time by the employer, shall be recorded on a special page in the reporters' assignment book, and shall be open to inspection by the president and the secretary of the local journalists' union.

Interchange of Duties

10. (a) The duties of workers shall be allotted by the editor or his deputy at his discretion, irrespective of the worker's grading.

(b) In all cases where journalists other than photographers supply pictures which are published, they shall receive special payment. In all cases where staff photographers supply written stories or other material not normally expected of them as staff photographers and which are published, they shall receive special payment.

Salaries

11. (a) The minimum weekly salaries shall be:

	£	s.	d.
Chief subeditor	25	15	0
Senior reporters and senior subeditors who have been graded as such for three years	23	0	0
Senior reporters and senior subeditors	22	7	6
General reporters and general subeditors who have been graded as such for three years	19	7	6
General reporters and general subeditors	18	12	6
Junior reporters:			
First year	12	17	6
First year worker if over 21 years of age	13	10	0
Second year	14	15	0
Cadets:			
First year	7	5	0
Second year	8	10	0
Third year	10	15	0
Fourth year	11	15	0
Copyholders:			
First year	5	15	0
Second year	6	12	6
Third year	7	15	0
Fourth year	8	10	0
Junior reader:			
First year	11	5	0
Second year	12	12	6
Thereafter	15	12	6
Photographers	18	5	0
Junior photographers:			
First year	12	17	6
Second year	14	15	0
Readers:			
First reader	16	10	0
Other readers	15	7	6
Librarian	16	10	0
Assistant librarian	13	15	0

(b) One subeditor shall be paid £1 10s. 9d. a week more than the salary prescribed for a senior subeditor. Where the provisions of clause 9 (b) require four or five reporters to be graded as seniors, one shall be paid £1 10s. 9d. a week more than the salary prescribed for a senior reporter and where they require six or more reporters to be graded as seniors, two shall be paid £1 10s. 9d. a week more than the salary prescribed for a senior reporter.

(c) Readers (other than first readers) after three years' experience as readers shall be paid 10s. 3d. extra per week.

(d) A reporter employed in the Parliamentary Press Gallery during a session of Parliament shall receive, in addition to his ordinary salary, an allowance of £2 12s. 9d. a week while so employed.

(e) Cadets and junior reporters who have passed a shorthand test of 80 words per minute shall be paid an additional 10s. 3d. per week, and cadets and junior reporters who have passed a shorthand test of 120 words per minute shall be paid £1 0s. 6d. per week in addition to the appropriate rate prescribed in subclause (a) of this clause.

(f) If one photographer is employed he shall be paid at the rate of salary prescribed for a senior reporter. If two or more photographers are employed, one shall be paid at the rate of salary prescribed for a senior reporter.

(g) Nothing in this award shall operate so as to reduce the status or salary of any worker employed at the date of the commencement of this award.

(h) Any reporter to whom subclause (d) of this clause applies shall be exempt from the provisions of clauses 4, 5, 7 and 8 (Hours of Work, Distribution of Hours, Time Books, and Overtime). Should the conditions of employment at present applicable to the reporter in the press gallery be altered during the currency of this award either party may apply for a review of the conditions of employment of such worker. In the event of failure by the parties to reach agreement on such a matter, it shall be dealt with as provided for under clause 20 of this award.

Weekend Work

12. Every worker shall be paid, in addition to his ordinary salary, an extra weekly allowance at the rate of 10 per cent (calculated to the nearest shilling) of his ordinary salary and such allowance shall be accepted as full compensation for working when required (other than overtime) on Saturdays and Sundays. The prescribed allowance is not to be included in the worker's salary for the purpose of computing overtime payments but shall be paid during annual holidays.

Holidays

13. (a) Every worker regularly employed shall be allowed three weeks' holiday in each year on full pay.

(b) In all other respects the provisions of the Annual Holidays Act shall apply to all workers employed under this award.

(c) New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or another day in lieu thereof shall be allowed as holidays to workers under this award. Any worker required to work on any of these holidays shall be paid for the time worked at double the ordinary rate with a minimum of four hours in addition to his ordinary pay.

(d) Subject to the provisions of clauses 5, 6, and 8, the consequential modification of hours of work and of their distribution shall be made as follows:

(i) If any one holiday occurs in a fortnight, the hours of work, excluding any time worked on the holiday, shall not exceed 72 arranged on not more than nine days, other than the holiday, in that fortnight.

- (ii) If two or more holidays occur in any fortnight the total number of hours of work, excluding any time worked on the holidays, during the four weeks beginning on the first day of the week in which the first of the holidays occurs, shall not exceed, when two holidays occur, 144 arranged on not more than 18 days other than the holidays, and when three holidays occur, 136 arranged on not more than 17 days, other than the holidays in the period of four weeks.

Typewriters and Cameras

14. A worker who by arrangement with his employer regularly uses his own typewriter shall be paid an annual allowance of £3 10s. and be supplied with ribbons as required.

A photographer who by arrangement with his employer regularly uses his own camera and other photographic equipment shall be paid an annual allowance of £3 10s.

Sickness and Default

15. No deduction shall be made from the weekly wages 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 employment.

Termination of Employment

16. The employment of a subeditor, a reporter, a first reader, or a photographer may be determined by not less than four weeks' notice on either side. In the case of other workers the period shall be not less than two weeks, except that in the case of a copyholder who has been employed for less than 12 months the engagement may be terminated on one week's notice: Provided that nothing herein contained shall affect the right of an employer to dismiss without notice any worker guilty of such misconduct as would justify the immediate dismissal of such worker.

Casual Reporters

17. Casual reporters shall be paid at an hourly rate computed by dividing the prescribed weekly salary (being that for his appropriate grade of work as agreed on with the accredited representative of the union in any case of dispute) by the number of hours constituting a week's work with a minimum of four hours' pay.

Temporary Employment

18. Temporary workers 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 worker be retained after 12 weeks' continuous employment such worker shall be deemed to be on the regular staff and shall be placed on the graded list.

Workers in Branch Offices

19. (a) Workers employed in branch offices shall be subject to the provisions of this award.

(b) A cadet or a junior reporter transferred from main office staff to a branch office shall be entitled to the same salary increments as if he were on the main office staff; and on his return to the main office staff he shall receive full credit for such period of service.

Disputes

20. (a) If any dispute shall arise between the parties bound by this award, or any of them, as to its construction or meaning, or as to any other matter whatever arising out of or connected therewith, every such dispute or difference as the case

shall arise shall be referred to a committee consisting of the Conciliation Commissioner for the district (who shall be chairman), one representative of the employers who are parties to this award, and one representative of the union for decision. The decision of a majority of the committee shall be binding, save that either party may refer the matter in dispute to the Court.

(b) In each of the newspaper's offices a member of the union appointed by agreement between the employer and the union shall be recognised by both parties as the representative of the union for the discussion of matters affecting the operation of this award.

For the purposes of this subclause the representative of the union shall not be an employee of Truth (N.Z.) Ltd.

Unqualified Preference

21. (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 remain a member.

(e) For the purpose 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

22. (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 of 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.

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(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 Award

23. This award shall operate throughout the Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

24. This award shall come into force on the day of the date hereof, and shall continue in force until the 20th day of May 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 20th day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The principal matters settled by the Court were hours of work (clause 4 (a) and (c)), distribution of hours (clause 5), overtime (clause 8 (a) and (c)), salaries (clause 11 (a) and (b)), weekend work (clause 12), and holidays (clause 13 (d)).

Clause 8 (c) has been inserted to overcome a defect that may have otherwise arisen.

This being the first award to apply to "Truth" (N.Z.) Ltd. journalists, it should be pointed out that any variations from the New Zealand (Except Northern and Marlborough) Daily Newspaper Journalists Award, by reference to which the claims and counter proposals were formulated, have been made by the Court in part because of circumstances said to be peculiar to "Truth".

In the absence of any evidence that it would be impracticable for the industry to be carried on efficiently in a week of 40 hours, the ordinary hours of work have been fixed at 40 pursuant to section 149 (1) of the Industrial Conciliation and Arbitration Act.

K. G. ARCHER, Judge.

"TRUTH" (N.Z.) LTD. JOURNALISTS—APPEAL FROM DECISIONS OF DISPUTES COMMITTEE

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of a reference to the Court by the Wellington Journalists Industrial Union of Workers of a dispute pursuant to clause 20 of the "Truth" (N.Z.) Ltd. Journalists Award, dated the 20th day of November 1962, and recorded in 62 Book of Awards 1953.

JUDGMENT OF THE COURT DELIVERED BY BLAIR, J.

This was an interesting case argued with ability by both advocates. The essential facts are not really in dispute and we think it fair to say that the Journalists Union were not concerned so much with recovering any monetary penalty but rather with a question of principle which emerged from the decision of the Disputes Committee.

The dispute arose out of the requirement by Truth (N.Z.) Ltd. that the proof readers should read proof copy of a legal case going to the Privy Council. The work was to be done within the readers' normal hours of work. It is common ground that this type of work falls outside the scope of reader's work contemplated by clause 3 (f) of the award which defines a reader as "one employed as a corrector of printed matter in proof form for publication in a newspaper". However the Disputes Committee took the view that the work in question was covered by the New Zealand Printing Trades Employees Award and the chairman in his decision said:

I agree with the employers' contention that it is normal and legal procedure in industry generally for workers to be employed in work coming within the scope of two awards.

The union did not dispute that the quoted sentence correctly set out the position in industry generally but submitted that it was not applicable or appropriate to the special conditions of the newspaper industry. It was obvious enough that the Journalists Union feared that the decision was the thin end of the wedge and that, as a result of the ruling, readers might be required to do commercial work in addition to their primary work of correcting proofs for newspapers.

We think that it is important to emphasise that the decision of the Disputes Committee does not lay down a general rule that readers coming under the Journalists Award can be employed as of right and at all times on commercial work. It is a mistake to read too much into this particular decision. The function of the Disputes Committee was to deal with the particular case before it and to have regard to the particular circumstances. The issue was not whether readers can be required to do commercial work; it was simply whether on this occasion they should be required to do the quite unusual work of reading some Privy Council proofs. The committee decided that the readers could be so employed and applied the principle set out in its decision.

So far as the particular dispute is concerned we cannot criticise the decision. Had the issue been that "Truth" readers can be directed to do commercial work as part of their normal duties then the decision of the committee might well have been different. That issue did not have to be decided by the committee and it is not for us in the present proceedings to decide it. We would comment that in view of the restrictive definition of "reader" in the award there is clearly some difficulty in a general enlargement of readers' duties.

We accordingly dismiss the appeal.

Dated this 11th day of December 1964.

A. P. BLAIR, Judge.