

AUCKLAND CITY DAILY NEWSPAPER JOURNALISTS—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 and its amendments, this 14th day of October 1964, between the Auckland Journalists Union (hereinafter referred to as "the union") on the one part, and Wilson and Horton Ltd., proprietors of the *New Zealand Herald*, and New Zealand Newspapers Ltd., proprietors of the *Auckland Star*, (hereinafter referred to as "the employers") on the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

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. 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.

SCHEDULE

Scope of Agreement

1. This agreement shall apply to journalists, photographers and readers employed by Wilson and Horton Ltd. and New Zealand Newspapers Ltd. engaged in the production of the newspapers, the *New Zealand Herald* and the *Auckland Star*.

Exemptions

2. Nothing in this agreement shall apply to editors, deputy editors, assistant editors, managing editors, leader writers, news editors, chief subeditors, chiefs of reporting staffs, and chief readers.

Interpretations

3. For the purpose of this agreement the following definitions shall apply:

(a) A "journalist" is a reporter, subeditor, feature writer, a person engaged in selecting and titling illustrations or any other person subject to this agreement who is not otherwise defined.

(b) A "subeditor" is a journalist who subedits news and/or feature matter.

(c) A "reporter" is a journalist on the reporting staff of either newspaper who takes his regular and adequate share of reporting for the newspaper by which he is employed.

(d) A "cadet" is one who is being trained as a journalist on the staff of either newspaper.

(e) A "cadet photographer" is one who is being trained as a photographer on the staff of either newspaper.

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

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

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

(i) A "nightworker" is a worker in a subeditorial department or in a proof reading department the greater part of whose ordinary hours of work occurs after 7.30 p.m. or a reporter assigned for a period of not less than one week to late duty extending beyond 1 a.m.

(j) A "leader writer" is one employed principally to write editorial opinion.

Hours of Work

4. (a) The ordinary hours of work shall not exceed 80 per fortnight: Provided that the maximum number of ordinary hours that may be worked in any one week without payment of overtime shall be 48.

(b) For the purpose 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 p.m. and 8 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) The ordinary hours of work shall be counted continuously, exclusive of one meal interval (this to be the longer if two are taken), from the time of reporting for duty to the time of completing duty for the day with a maximum of nine hours or:

(ii) The day's work may be divided into two periods, together not exceeding nine 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 the subeditorial and proof reading staffs shall be arranged in each office in accordance with custom: Provided that no deduction shall be made for any meal interval of less than 30 minutes.

(e) Hours in respect of which overtime is paid or during which a worker upon his own application is relieved from duty shall be excluded from the computation of ordinary hours of work.

(f) Every worker shall be notified before he ceases duty on any working day of the time and place of his next assignment and in the evening newspaper office, where possible, of any evening assignment on the following day.

(g) Any time allowed off in lieu of overtime already worked shall be deemed to be time worked for the purposes of calculating overtime.

Distribution of Hours

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

(b) Notice of a day off duty shall be given to the worker concerned where possible 48 hours in advance.

(c) During the fortnight in which a general election polling day occurs, the ordinary hours may be arranged on nine days and two half days. For the purposes of this subclause a half day means not more than four hours.

Overtime

6. (a) Time worked in excess of nine 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 or fortnightly 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 and fortnightly hours there shall not be included any overtime as defined by subclauses (a) and (b) of this clause.

(d) Notwithstanding the foregoing, workers who elect without prompting to do so may, at the employer's discretion, receive days off as compensation for days worked in excess of the fortnightly limit.

Allowances

7. (a) 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 1s.) of his ordinary salary and such allowances shall be accepted as full compensation for working when required (other than overtime) on Saturdays and Sundays. The prescribed allowance shall not be included in the worker's salary for the purpose of computing overtime payments but shall be paid during annual holidays.

(b) Night workers shall be paid, in addition to the prescribed salary 31s. 10d. per week. This additional payment includes an allowance to recompense the worker for transport expenses incurred after the hours of normal transport. It is not to be included in the worker's salary for the purpose of computing overtime payments but shall be paid during annual holidays to every worker who has received the additional payment for not less than three months preceding the holiday.

(c) A reporter employed in the Press Gallery during a session of Parliament shall receive, in addition to his ordinary salary, an allowance of £8 9s. 8d. per week while so employed. Any reporter to whom this clause applies shall be exempt from the provisions of clauses 4 (Hours of Work), 5 (Distribution of Hours), 6 (Overtime), 7 (b) and (c) (Allowances), 11 (Distant Assignments) and 12 (Time Books). He shall receive four weeks annual holiday on full pay inclusive of weekend allowance.

(d) Cadets, upon passing a shorthand test approved by the employer and the union representative in the office shall be paid extra:

- (1) 10s. 8d. a week for an 80 w.p.m. test,
- (2) 16s. 0d. a week for a 100 w.p.m. test,
- (3) 21s. 3d. a week for a 120 w.p.m. test.

(e) Any worker other than a night worker engaged within his ordinary hours of work upon a late assignment shall, if the assignment extends beyond 11.30 p.m. be paid 6s. 6d. for each such assignment.

(f) A clothing allowance of £15 per annum shall be paid to photographers.

(g) A worker who by arrangement with his employer regularly uses his own typewriter shall be paid an annual allowance of £5 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 £5.

Salaries

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

	Ordinary Salary			Ordinary Salary Plus 10 Per Cent Weekend Allowance		
	£	s.	d.	£	s.	d.
Cadets and cadet photographers:						
First year	9	13	0	10	12	0
Second year	11	1	6	12	3	6
Third year	12	10	0	13	15	0
Journalists:						
First year	13	10	6	14	17	6
Second year	15	9	0	17	0	0
Third year	17	6	8	19	1	0
Fourth year	19	6	0	21	4	0
Fifth year	20	14	6	22	15	6
Sixth year	22	3	0	24	7	0
Seventh year	23	2	0	25	8	0
Eighth year	24	12	0	27	1	0
Ninth year	25	11	0	28	2	0
Senior	28	19	0	31	17	0

	Ordinary Salary			Ordinary Salary Plus 10 Per Cent Weekend Allowance		
	£	s.	d.	£	s.	d.
Photographers:						
First year	13	10	6	14	17	6
Second year	15	9	0	17	0	0
Third year	17	6	8	19	1	0
Fourth year	19	6	0	21	4	0
Fifth year	20	14	6	22	15	6
Sixth year	22	3	0	24	7	0
Seventh year	23	2	0	25	8	0
Eighth year	24	12	0	27	1	0
Principal photographer	25	11	0	28	2	0
Readers:						
Copyholders, first year	6	12	6	7	5	6
Copyholders, second year	7	7	11	8	3	0
Copyholders, thereafter	8	12	10	9	10	0
Readers	17	6	8	19	1	0
Readers, three years	17	17	0	19	13	0
Deputy chief reader	18	13	1	20	10	0

(b) Annual promotion will be automatic for cadets, journalists and photographers except that:

- (i) At the discretion of the employer a journalist or photographer may remain on a fifth year salary for not more than three years.
- (ii) Promotion of a journalist to senior shall be at the discretion of the employer, but each newspaper shall have not fewer than three senior journalists in addition to those specified in paragraph (v) of this subclause.
- (iii) Promotion to principal photographer shall be at the discretion of the employer except that each office shall have not less than one principal photographer.
- (iv) The employer may withhold promotion to journalist category from a cadet under the age of 22, who is unable to attain a speed of 80 words a minute in a shorthand test approved by the employer and union representative in the office.
- (v) Any worker permanently appointed to be responsible for organising the collection and supervising the preparation for publication of racing, sports or commercial news, or for directing the work of photographers, shall be paid not less than the salary prescribed for a senior journalist.

(c) (i) Senior journalists, or any worker receiving the salary prescribed for a senior journalist shall be exempt from the provisions of clauses 4 (Hours of Work), 5 (a) and (c) (Distribution of Hours), 6 (Overtime), 11 (Distant Assignments) and 12 (Time Books).

(ii) However, the hours of work of senior journalists, or any worker receiving the salary prescribed for a senior journalist, shall follow as closely as possible the standards laid down in clauses 4, 5, 6 and 11. When substantial departures from these standards are unavoidable the worker shall be given compensating time off within eight weeks. Days off shall be given for extra days worked. Hours off for substantial extra hours worked shall be compounded into half-day or full-day periods. Notwithstanding anything in the foregoing, by arrangement with the employers, days owing may be compounded and taken off in one continuous period later than eight weeks from the date they accrued, provided that this period need not be added to annual holidays.

(iii) Each department shall keep a record of time off owing under paragraph (ii) of this subclause.

(d) Senior journalists shall be allowed four weeks annual holiday. They shall, if the employer directs, take the fourth week's holiday separately from the other three weeks.

(e) Entrants who have obtained Higher School Certificate or its equivalent will begin as not less than second year cadet. University graduates will begin as not less than second year journalist.

(f) A list of the names of workers subject to this agreement showing the dates of their engagement and their respective categories, together with any alterations which may be made from time to time by the employer, shall be recorded and be available for inspection by the president, vice-presidents, office union representatives and secretary of the Auckland Journalists Union.

(g) Salaries shall be paid weekly on a regular pay day, in working hours, on the employer's premises, except that senior journalists may, at their request, be paid monthly.

(NOTE—Attention is directed to the provisions of the Minimum Wage Act 1945 and its amendments.)

Women Journalists

9. Female workers engaged exclusively in specialist women's work need not be paid more than the salary for a second year journalist except that any such worker who is in charge of a woman's section shall, after six months in charge be paid the salary of a fifth year journalist.

Illustrations

10. The provisions of this agreement shall apply to workers engaged upon the selection and titling of illustrations, who shall be regarded as journalists, but not to workers, who by the nature of their duties, are subject to the provisions of the Clerical Workers' Award.

Distant Assignments

11. (a) The 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 4 (Hours of Work.)

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

(c) Employment in the Parliamentary Press Gallery shall not be a distant assignment.

Time Books

12. (a) Each worker not specifically excluded from the operation of this clause shall enter in a book, or record by other means provided by the employer, the times at which he begins 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 agreement 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 14 days all entries in the time books 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 Auckland Journalists' Union.

Interchange of Duties

13. (a) The duties of workers shall be allotted by the editor or his deputy at his discretion.

(b) Where a temporary rearrangement of duties is necessary on account of sickness, annual leave, or other reasonable cause, the employer may for not more than two months taken in one continuous period in any year, interchange the duties of any members of the staff without incurring any liability for additional payment except for payment of night allowance.

(c) A worker not qualified for classification as a reader may be employed as a probationer reader for not more than three months at a remuneration of £1 less per week than the rates prescribed for a reader.

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

Cadets and Cadet Photographers

14. (a) A cadet shall be fully and thoroughly taught and instructed by his employer in the profession of journalism. Such instruction shall include:

(i) The reviewing, as far as the work of the office may allow, of copy supplied by him and of alterations made thereto.

(ii) Provision to accompany at suitable times, as opportunity occurs, for practical instruction and experience, qualified staff when they are employed in various forms of journalistic work.

(b) Each cadet shall be given reasonable facilities to attend within ordinary working hours, shorthand and typewriting classes, university or other similar lectures. Where such classes or lectures are provided by the employer without charge for tuition or text books the time occupied in such classes or lectures shall be excluded from the computation of time worked. Otherwise hours of absence in excess of four hours a week shall be excluded from the computation of time worked.

(c) The number of cadet journalists shall not exceed 25 per cent of the total number of journalists and cadets employed.

Holidays

15. (a) Every worker regularly employed shall be allowed three weeks holiday in each year on full pay including weekend allowance.

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

(c) New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day shall be allowed as paid holidays. Any worker, except a senior journalist or any worker receiving the salary prescribed for a senior journalist, required to work on any holiday shall be paid for the time worked at double rates, for a minimum of four hours in addition to his ordinary pay. Senior journalists and workers receiving the salary prescribed for a senior journalist, required to work on any holidays prescribed in this subclause shall be given another day off in lieu thereof within eight weeks; notwithstanding this, any such worker may, by arrangement with the employer, compound any such days owing.

(d) Subject to the provisions of clauses 4 (Hours of Work), 5 (Distribution of Hours) and 6 (Overtime) the consequential modification of hours 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 such 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.

Definition of "Day" and "Holiday"

16. For the purpose of the provisions of this agreement in their application to night workers, the term "Sunday" shall mean the period from noon on Sunday until noon on the following day and a reference to any other day shall be read as a reference to the period from noon on that day until noon on the following day. The term "holiday" shall, where the newspaper is published on the holiday, mean the period from noon on the day of the holiday until noon on the following day and shall, where the newspaper is not published on a holiday, mean the period from noon on the day preceding the holiday until noon on the day of the holiday.

Sickness and Default

17. No deduction shall be made from the weekly wages and allowances 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.

Termination of Employment

18. The employment of a subeditor, a reporter, a photographer or a reader who has been employed as such for 12 months, may be terminated 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 Workers

19. Casual workers shall be paid at an hourly rate computed by dividing the prescribed weekly wages and allowances (being that for their appropriate grade of work as agreed on with the accredited representative of the union in any case of dispute) by 40 with a minimum of four hours' pay on each day.

Temporary Employment

20. 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 staff list. The rate of pay of a temporary worker shall be at the rate for the appropriate grade of work, agreed on between the accredited representative of the union and the employer in any case of dispute.

Workers in Branch Offices

21. (a) Workers employed in branch offices shall be subject to the provisions of this agreement only in respect of wages and allowances, holidays, the limitations upon the total number of hours which may be worked in a fortnight, the provisions of clause 23 (Unqualified Preference) and (except where only one worker is employed) the distribution of hours.

(b) A worker transferred from a 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. If by his transfer to a branch office a cadet or a married reporter receiving not more than the salary prescribed for a third year journalist is required to change his residence he shall be paid an expenses allowance of £2 13s. per week while employed in the branch office.

Disputes

22. (a) If any dispute shall arise between the parties bound by this agreement or any of them, as to the 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 two representatives of the employers and two representatives of the union together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. If the committee is unable to decide the question the chairman shall give a decision or refer the matter to the Court. Either side shall have the right to appeal to the Court against a decision of such committee or chairman, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the parties desirous of appealing.

(b) In each newspaper office 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 in that office for the discussion of matters affecting the operation of this agreement.

Under-rate Workers

23. (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.

Unqualified Preference

24. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement 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.

(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.)

Term of Agreement

25. This agreement shall be deemed to come into force on the 11th day of November 1964 and shall continue in force until the 11th day of November 1967.

Signed for and on behalf of the directors of Wilson and Horton Ltd.:

C. F. BROWN.

Signed for and on behalf of the directors of New Zealand Newspapers Ltd.:

ROSS SAYERS.

Signed for and on behalf of the Auckland Journalists Union:

R. K. TAYLOR, President.

Witnessed for and on behalf of the Auckland Journalists Union—K. J. STEAD,
14 October 1964.