

Please post in a Conspicuous Place accessible to Workers

**New Zealand (except Northern)
Journalists (Except Dailies over 4,000
Circulation) – Award**

Dated 18/12/74

Note: See clause 29 herein for the date on which rates of wages come into force

**NEW ZEALAND (EXCEPT NORTHERN) JOURNALISTS
(EXCEPT DAILIES OVER 4,000 CIRCULATION)—AWARD**

In the Industrial Commission of New Zealand—In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand (except Northern) Journalists (except Dailies over 4,000 Circulation) Dispute of Interest between the New Zealand (except Northern) Journalists and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned union, persons, firms and companies (hereinafter called “the employers”):

New Zealand Federated Newspaper Publishers and Proprietors Industrial Association of Employers, Newspaper House, 93 Boulcott Street, Wellington.

Guardian and Times Company Limited, Hokitika.

National Business Review, P.O. Box 1449, Wellington.

New Zealand Society of Accountants, P.O. Box 10046, Wellington.

New Zealand Tablet, P.O. Box 5449, Dunedin.

The Hawera Star Publishing Company Limited, Hawera.

Turf Digest, P.O. Box 1034, Wellington.

The Industrial Commission, having taken into consideration the matter of the abovementioned dispute of interest, 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, doth hereby order and award:

That the terms, conditions, and provisions set out in the Schedule hereto shall be binding on the parties to this award, 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 said parties shall respectively do, observe, and perform every matter and thing by this award required to be done, observed, and performed, and shall not do anything in contravention of this award but shall in all respects abide by and perform it.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 18th day of December 1974.

(L.S.)

G. O. Whatnall, President.

ARRANGEMENT OF AWARD

Clause Number	Title
1—	Industry to Which Award Applies
2—	Exemptions
3—	Interpretations
4—	Reporter’s Assignment
5—	Interchange of Duties
6—	Weekend Work
7—	Hours of Work
8—	Distribution of Hours on Newspapers
9—	Distant Assignments
10—	Time Books
11—	Overtime
12—	Salaries
13—	Allowances
14—	Holidays
15—	Cadets and Training
16—	Deductions
17—	Termination of Employment

- 18—Casual and Part-time workers
- 19—Temporary Employment
- 20—Disputes
- 21—Under-Rate Workers
- 22—Unqualified Preference
- 23—Long-Service Leave
- 24—Personal Grievances
- 25—Sick Pay
- 26—Redundancy
- 27—Application of Award
- 28—Scope of Award
- 29—Term of Award

SCHEDULE

INDUSTRY TO WHICH AWARD APPLIES

1. This award shall apply to the production of all newspapers, periodicals, and publications throughout New Zealand except in the Northern Industrial District and except for newspapers covered by the New Zealand (except Northern Industrial District) Daily Newspaper Journalists Agreement.

EXEMPTIONS

2. (a) Nothing in this award shall apply to editors and managing editors provided:

- (i) That where fewer than three workers are employed substantially on work covered by this award there shall be no more than one exemption;
- (ii) That no worker may be exempted unless his salary is in excess of the ordinary salary for an eighth-year journalist plus whatever weekend payment may be required under clause 6 of this award.

(b) Nothing in this award shall apply to contributors, nor shall it apply to workers employed for 20 hours a week or less to furnish contributions to women's or children's sections.

(c) Sole representatives elsewhere than in the city or town of publication shall be exempt from clauses 4, 7, 8, 10 and 11 of the award upon the negotiation of a written contract which is satisfactory to the worker and approved by the union.

INTERPRETATION

3. For the purposes of this award the following definitions shall apply:

- (a) A "journalist" is a worker employed by the publisher of a newspaper, periodical or publication on sub-editing, reporting, feature writing or leader writing.
- (b) A "cadet" is a worker employed by the publisher of a newspaper, periodical or publication who is being trained as a journalist or photographer.
- (c) A "casual journalist" is one who is employed occasionally. This definition shall not apply to anyone not a journalist who is employed to supply a casual report of any kind.
- (d) A "photographer" is a worker employed by the publisher of a newspaper, periodical or publication in the production of photographs for publication.
- (e) A "reader" is a worker employed in the correction of printed matter in proof form or as displayed by electronic means for use in any publication.
- (f) A "copyholder" is a worker employed as a reader's assistant.

REPORTER'S ASSIGNMENT

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

INTERCHANGE OF DUTIES

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

(b) Journalists supplying pictures which are published, shall receive special payment and staff photographers supplying written stories which are published shall receive special payment. These payments shall be the subject of individual negotiation. The worker concerned may refer any payment proposed to the authorised representative of the union.

(c) A copyholder not qualified as a reader may be employed as a reader at the first year reader's rate. Once such service with the same employer totals more than three months, he or she is to be placed on the reader's automatic promotion scale.

WEEKEND WORK

6. (a) Every worker employed on a daily newspaper shall receive in addition to the rates of pay set out in Table B of subclause (a) of clause 12 an allowance of 4.76 per cent of his ordinary rate of wages as compensation for the liability to be rostered for weekend work. This allowance shall not be included in the worker's wage for the purpose of computing overtime but shall be included in the calculation of holiday pay.

(b) Any worker employed on a daily newspaper who is required to work within his ordinary hours at the weekend shall receive, in lieu of the allowance of subclause (a) of this clause but in addition to payment for 40 hours at his ordinary wage prescribed in Table B of subclause (a) of clause 12, payment for actual time worked as follows:

(i) For the first three hours worked on a Saturday before noon, payment at one half of his ordinary hourly rate, and thereafter at his ordinary hourly rate;

(ii) For the time worked on a Saturday after noon, or on a Sunday, payment at his ordinary hourly rate.

Provided that the payments prescribed in this subclause shall be for a minimum of four hours on each day: Provided, further, that where a worker is required to work after 1 p.m. he shall be paid for a minimum of six hours for each day. Ordinary hourly rate shall mean one-fortieth of the worker's ordinary weekly rate.

(c) (i) In the case of publications other than dailies the rostering allowance or penal rates specified in this clause may be paid at the option of management to those employees who may be required to work during weekends. Where either the rostering allowance or a penal rates payment is not paid every week the ordinary hours of work on newspapers other than dailies shall be confined between the hours of 7 a.m. to 11 p.m. Monday to Thursday and 7 a.m. to 5 p.m. Friday.

(ii) Employees not receiving this allowance or payment every week shall not be required to work at the weekends. Where they agree to work such overtime it shall be calculated at the rates shown in Table B, subclause (a) of clause 12, and shall be paid for as provided in paragraphs (i) and (ii) of subclause (d) of clause 11 with a minimum payment of four hours on any one day.

HOURS OF WORK

7. (a) (i) In the case of workers in newspaper offices the ordinary hours of work shall not exceed 80 a fortnight and the maximum number of ordinary

hours that may be worked in any one week without payment of overtime shall be 48.

(ii) In the case of all other workers the ordinary hours of work shall be within the hours of 8 a.m. and 5 p.m. on Monday to Friday.

(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 5.30 p.m. and 8.30 p.m. of not less than 30 minutes nor more than one hour during which a worker is relieved from duty by the employer.

(c) 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 eight hours.

(d) (i) Meal intervals for workers shall be arranged in each office in accordance with custom: Provided that no deduction shall be made for any meal interval of 30 minutes or less.

(ii) One meal interval shall be arranged for each worker in each working day. A worker required to work beyond ten hours shall be granted two meal intervals.

(iii) Any worker who qualifies for two meal intervals under this clause shall be paid \$1.50 for the second meal, unless the employer arranges for a meal for the second work period at the employer's expense.

(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.

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

DISTRIBUTION OF HOURS ON NEWSPAPERS

8. (a) Staff may be rostered on a weekly or a fortnightly basis. A weekly day-off roster shall provide for two days off. A fortnightly day-off roster may provide for one day off in either week subject to three consecutive days off being given in the other week. Each office shall post the day-off roster no later than Wednesday of the previous week for the period covered by the roster: Provided that not less than one week's notice shall be given whether or not a worker will be required to work on a statutory holiday or a weekend associated with that holiday: Provided, further, that changes may be made to meet unforeseen circumstances by mutual agreement between the employer and the worker.

(b) Where a worker rostered for duty wishes, and where it is acceptable to the management, he may exchange duties with another worker not rostered for duty on that day provided the other worker agrees. Each worker shall then be paid as if no exchange had taken place.

DISTANT ASSIGNMENTS

9. (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 7 of this award.

(b) On any other distant assignment, except an emergency assignment, time worked shall be calculated in accordance with the provisions of clause 7 of this award (Hours of Work), unless the employer shall have agreed on special arrangements regarding computation of hours with the worker before departure on the assignment. In an emergency assignment the special arrangement may be made on return from such assignment and the compensation may combine additional payment and time off. The worker concerned may refer the terms of the proposed 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. Due regard shall be given to travelling and waiting time and for accommodation and travelling expenses in appropriate circumstances.

(c) Except in an emergency the employer shall be responsible for initial travel and accommodation arrangements.

TIME BOOKS

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

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

(c) If not disputed within 14 days from the end of the pay period, all entries in the time book shall be taken as correct.

OVERTIME

11. (a) Overtime for all workers covered by this award shall be calculated from the rates shown in Table B of subclause (a) of clause 12 of this award.

(b) Time worked in excess of the daily maximum of subclause (c) of clause 7 of this award during any day shall be paid for at the rate of time and one half for the first three hours and at double rates thereafter.

(c) Any time worked before the expiration of ten 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 (b) of this clause.

(d) (i) Work on a rostered day off other than a Saturday shall be at time and a half for the first three hours and double time thereafter; provided that work on a second or succeeding day off in a week or on a Sunday shall be at double time throughout; provided, further, that payment shall be for a minimum of four hours on each occasion.

(ii) Work on a Saturday as the first rostered day off for the week shall be paid as follows: First three hours at the rate of time and a half and thereafter at double rates, except that all time worked after 12 noon shall be paid at double rates. Payment shall be for a minimum of four hours on each occasion.

(iii) Workers not covered by the rostering provisions of this award shall be paid for work at the weekend as provided in paragraphs (i) and (ii) of this subclause.

(e) Work at the weekend on a rostered day off shall not disqualify the worker from receiving the allowance for liability to be rostered to work at the weekend.

(f) Where Saturday or Sunday is worked within ordinary hours, all work in excess of eight hours shall be paid at double rates.

(g) Notwithstanding the foregoing, workers who elect without prompting to do so may, at the employer's discretion, receive days off as compensation for accumulated overtime calculated on the same basis as payment for overtime provided in the foregoing subclauses of this award.

(h) Workers to whom paragraph (ii) of subclause (a) of clause 7 of this award applies shall be paid for work before 8 a.m. or after 5 p.m. at the rate of time and a half for the first three hours and double time thereafter.

SALARIES

12. (a) In the following tables:

Table A prescribes the minimum weekly rates of pay for workers who cannot be required to work at the weekends. (see clause 6 of this award).

Table B incorporates 5 per cent of the former 10 per cent rostering allowance for liability to work at the weekends and these are the hourly rates on which all overtime and penal rates are calculated for all workers covered by this award.

Table C incorporates the balance of the former 10 per cent rostering allowance and prescribes the minimum weekly payment for all daily newspaper workers and for those other workers who can be required to work at the weekends.

	Table A \$	Table B \$	Table C \$
<i>Reporters, subeditors and photographers—</i>			
<i>Cadets</i>			
First year	42.42	1.114	46.66
Second year	50.37	1.322	55.41
Third year	58.33	1.531	64.16
<i>Graded staff</i>			
First year	66.28	1.740	72.90
Second year	72.91	1.914	80.19
Third year	79.54	2.088	87.50
Fourth year	86.17	2.262	94.79
Fifth year	92.80	2.436	102.08
Sixth year	106.05	2.784	116.66
Seventh year	112.68	2.958	123.94
Eighth year	119.30	3.132	131.23
<i>Reading room staff—</i>			
<i>Copyholders</i>			
First year	39.77	1.044	43.75
Second year	47.72	1.253	52.50
Third year	55.68	1.462	61.24
<i>Reader</i>			
First year	58.33	1.531	64.16
Second year	66.28	1.740	72.90
Third year	74.23	1.949	81.65
Fourth year	82.19	2.158	90.41
Fifth year	87.50	2.297	96.24
First reader (two or more readers employed)	90.15	2.366	99.16

Provided that no worker 20 years of age or over shall be paid less than the first-year graded reporter plus any allowances required by the award: Provided, further, that where payment of such a rate advances the worker beyond the rate for his specified grade he shall remain on the rate for a first-year graded reporter plus any allowances until his normal progression would advance him to the next step on the scale.

(b) Annual promotion shall be automatic for cadets, journalists, photographers, readers (up to reader fifth year), and copyholders (up to third year) except that:

- (i) A fifth-year journalist or photographer who at the end of his fifth-year grade has not completed a total of seven years as a cadet and/or graded journalist may, at the discretion of his employer, remain on the salary of a fifth-year journalist or photographer for one extra year or until he has completed seven years, whichever is the earlier.
- (ii) The employer may withhold promotion to journalist category for not more than six months, from a cadet under the age of 22 years 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.
- (iii) Entrants who have obtained Higher School Certificate or its equivalent shall begin as not less than second-year cadets. University graduates shall begin as not less than a third-year journalist. Graduates of any year-long full-time course in journalism at a Polytechnic or its equivalent shall begin as not less than second-year cadets and if they have obtained

Higher School Certificate or its equivalent shall begin as not less than third-year cadets.

(c) A list of the names of the journalists and of other workers subject to this award in their respective grades, together with any alteration which may be made from time to time by the employer, shall be recorded on a special page in the journalists' assignment book, and shall be open to inspection by the president, the secretary of the local journalists' union, and office union representative. The employer shall ensure that this record is up-to-date at the end of every month.

(d) 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.

(e) Salaries shall be paid weekly on a regular pay day, in working hours, on the employer's premises.

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

ALLOWANCES

13. (a) (i) Any worker engaged within his ordinary hours of work upon a late assignment shall, if the assignment extends beyond 11.30 p.m., be paid \$1.37 for each occasion.

(ii) Any worker whose ordinary hours of work finish not earlier than 10 p.m. shall receive an allowance of 70 cents for each day so worked subject to the completion of a time docket within 24 hours: Provided that this shall not be additional to the payment provided in paragraph (i) of this subclause for working beyond 11.30 p.m.

(iii) Any worker who begins work before 7 a.m. shall be paid 70 cents for each occasion.

(iv) When a worker who regularly uses scheduled public transport to and from work is required to travel to or from work when no such transport is operating, he shall be provided with transport as required or reimbursed for transport costs to a maximum of \$2.50 for each journey.

(b) A clothing allowance of \$60 per annum shall be paid to photographers and cadet photographers. Payment of this allowance shall be in addition to meeting the provisions of subclause (d) of this clause.

(c) The employer shall provide an adequate pool of typewriters. A worker shall not be required to provide his own typewriter. However, a worker who by arrangement with his employer regularly uses his own typewriter shall be paid an annual allowance of \$25 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 \$25. A worker who by arrangement with his employer regularly uses his own tape-recorder or electronic calculator shall be paid an annual allowance of \$25 and supplied with batteries and tapes as required. A worker who by arrangement with his employer regularly uses his own binoculars shall be paid an annual allowance of \$10.

(d) Each office shall meet the cost of damage of soiling to clothing and footwear incurred by workers in the course of their duties. Adequate protective clothing shall be supplied in assignments where such apparel is required.

(e) The following shorthand allowance shall be paid to all reporters who pass annual tests approved by the employer and the union representative in the office: For 100 words a minute, \$2.30 a week; for 120 words, \$3.45. These allowances shall be paid during annual leave but shall not be included in the worker's salary for the purpose of computing overtime.

(f) Where a worker agrees to use his own vehicle on the employer's business at the request of the employer the employer shall refund the worker the cost of the insurance coverage stipulated by the employee's insurance company, except where the employer carries insurance covering his employee's private vehicles

while they are being used on the employer's business, and the employer shall pay the current Public Service schedule in the 2001 to 3000 miles division for whichever of the following classes applies:

For motor cars: up to 1000cc, 1001cc to 1350cc, 1351cc to 2000cc, over 2000cc.

For two-wheeled motor vehicles: not more than 60cc, over 60cc and less than 350cc, 350cc and over.

In the case of cars the schedule shall be rounded up to the next cent.

HOLIDAYS

14. (a) Every worker regularly employed shall be allowed four weeks' holiday in each year.

The fourth week's holiday shall, if the employer so directs, be taken separately from the other three weeks. By agreement with the worker, the employer may pay an extra week's salary in lieu of the fourth week's holiday.

(b) In all other respects, the provisions of the Annual Holidays Act 1944 shall apply to all workers employed under this award.

(c) New Year's Day, Anniversary Day or another day in lieu thereof, New Zealand 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 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.

(d) In addition to the holidays aforesaid, all workers shall be allowed a holiday on the day after New Year's Day: Provided that instead of the holiday a worker entitled to it shall be allowed a compensating day off on full pay or shall be paid a day's wages at his ordinary rate of pay.

(e) Subject to the provisions of clause 7 (Hours of Work), clause 8 (Distribution of Hours on Newspapers), and clause 11 (Overtime) of this award 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.

CADETS AND TRAINING

15. (a) A cadet or any other worker commencing journalism shall be fully and thoroughly taught and instructed by his employer in the profession of journalism. Such instruction shall be given within working hours and shall include.

(i) The reviewing to a reasonable extent of copy supplied by him and of alterations made thereto.

(ii) Provision to accompany at suitable times for practical instruction and experience, members of the graded journalistic staff when they are employed in various forms of journalistic work.

(b) Cadets shall, and by arrangement other workers may, be given reasonable facilities to attend within ordinary working hours the New Zealand Journalism Industry training board scheme, shorthand and typewriting classes, and university and other similar lectures up to a maximum of six hours per week without any deductions from pay.

(c) A cadet journalist who has been employed continuously for two years and has attained a speed of 80 words a minute in a shorthand test approved by the employer and the union representative shall be promoted to journalist first year. A cadet or journalist first year who has been employed continuously for three years and has attained a speed of 120 words a minute in a shorthand test approved by the employer and the union representative shall be promoted to journalist second year.

(d) Employment in the proof-reading department of a newspaper office shall be accepted by the employer as part of the period of training required by these provisions, two months' experience as copyholder to count as one month's cadetship.

(e) Cadets may be employed in the proportion of one cadet for two or part of two graded journalists; two cadets for three or four graded journalists; and three cadets for five or six graded journalists.

DEDUCTIONS

16. (a) No deduction shall be made from the weekly wages and allowances fixed by this award except for union dues and except for time lost through the worker's sickness (except as provided for in clause 25 of this award), or default or through accident to the worker not arising out of and in the course of the employment.

(b) Where it is practicable, within the employer's normal pay system, each worker shall authorise the employer to deduct union dues from his wages. By arrangement with the union, the employer shall remit such union dues to the union. The employer shall not be responsible for any non-deduction through absenteeism or for arrears.

(c) There shall be no deduction of pay for time occupied by attendance at stopwork meetings of the union, subject to the following conditions being met:

- (i) Meetings shall be arranged after consultation with the employer or employers at times causing the least disruption of work consistent with obtaining a good attendance. There shall be not less than 48 hours' notice of the meetings.
- (ii) Meetings shall not last longer than one hour: Provided that the employer shall not be required to pay any worker for more than six hours spent at such meetings in any one calendar year.

TERMINATION OF EMPLOYMENT

17. The employment of a journalist or a photographer 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 six 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 misconducts as would justify the immediate dismissal of such worker.

CASUAL AND PART-TIME WORKERS

18. 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. Part-time workers shall be paid an additional wage of 10 (ten) per cent.

TEMPORARY EMPLOYMENT

19. 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 eight weeks' continuous employ-

ment such worker shall be deemed to be on the regular staff and shall be placed on the staff list. The rate of pay for a temporary worker shall be at the rate of the appropriate grade of work, agreed on between the employer and the accredited representative of the union in any dispute.

DISPUTES

20. (a) The procedure set out in the succeeding provisions of this clause shall apply only to a dispute between the parties bound by this award, or any of them, concerning:

- (i) The interpretation of this award; or
- (ii) Any matter (not being a personal grievance) related to matters dealt with in this award and not specifically and clearly disposed of by the terms of this award.

(b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

- (i) Mutually agreed upon by the parties; or
- (ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

- (i) Make a decision, which shall then be the decision of the committee; or
- (ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

- (i) Within 14 days after the date on which the decision of the committee has been made known to him, give to the other party written notice of his intention to appeal; and
- (ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
- (iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this award being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

- (i) No worker employed by any employer who is a party to the dispute shall discontinue work, either totally or partially, because of the dispute;
- (ii) While the provisions of this clause are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(h) In each newspaper office a member of the staff appointed or elected by 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 award.

UNDER-RATE WORKERS

21. (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 application of the worker after due notice to the union, by the local Inspector of Awards and Agreements 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 and Agreements 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

22. (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 of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(NOTE—Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

LONG SERVICE LEAVE

23. (a) A worker shall be entitled to special holidays as follows:

- (i) One period of two weeks after the completion of 20 years and before the completion of 30 years of continuous service with the same employer;
- (ii) One period of three weeks after the completion of 30 years and before the completion of 40 years of continuous service with the same employer;
- (iii) One period of five weeks after the completion of 40 years' continuous service with the same employer.

All such special holidays shall be on ordinary pay as defined by the Annual Holidays Act 1944, and may be taken either in conjunction with the annual holiday or at such other time as may be agreed by employer and worker.

(b) Should a worker have completed 30 years of continuous service with the same employer prior to the date of this award, he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this award, he shall not be entitled to the special holiday provided in paragraph (ii) of subclause (a) of this clause.

PERSONAL GRIEVANCES

24. (a) For the purposes of this award "personal grievance" means any grievance that a worker may have against his employer because:

- (i) Of a claim that he has been unjustifiably dismissed; or
- (ii) That other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

"Standard procedure" means the standard procedure set out in subclause (b) of this clause.

(b) The standard procedure for the settlement of any personal grievance shall be:

- (i) If the circumstances permit, the worker should first directly approach the employer or the employer's manager about his personal grievance;
- (ii) As soon as practicable after the personal grievance arises the worker shall notify the branch secretary or secretary or a duly authorised representative of his union who, if he considers that there is some substance in the personal grievance shall forthwith take the matter up with the employer or his representative;
- (iii) If the matter is not settled by those means it shall be referred to a committee constituted in the same manner as a disputes committee under clause 20 of this award;
- (iv) The reference may be made by the employer or his representative, or by the worker's union or its representative, or by both;
- (v) The committee shall, after inquiring fully into the matter and considering all representation made by or on behalf of the parties, make a settlement which shall be binding on all parties;
- (vi) Subject to the provision of this award the committee may regulate its own procedure.

(c) In the case of an alleged unjustifiable dismissal any final settlement, decision or award made under this section may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
- (ii) His reinstatement in his former position or in a position not less advantageous to him;
- (iii) At the option of the worker, after consultation with the duly authorised representative of his union the payment to him of compensation by his employer.

SICK PAY

25. (a) A worker shall be entitled in each year of service to sick pay for up to 10 days calculated at the rate of his ordinary pay, inclusive of weekend allowance. Unused sick pay entitlement in any year may be carried forward to the following year provided that in no case shall such unused sick pay together with a new year's entitlement exceed 120 days.

(b) Sick pay shall not be paid in respect of any statutory or award holiday for which the worker is entitled to full pay.

(c) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

(d) A claim for sick pay shall, if requested by the employer, be supported by a medical certificate.

(e) The worker shall ensure notice is given to the employer on the first day of absence due to illness.

(f) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

REDUNDANCY

26. (a) When, as a result of closure, merger, takeover, or technological change, a worker is dismissed because there is no longer work available for him, then such worker shall be given, in respect of continuous service with the same employer of up to one year, two weeks' notice; for service of one year and up to four years, three weeks' notice; for service of four years and up to ten years, four weeks' notice; for service of ten years and up to 15 years, six weeks' notice; for service of 15 years and up to 20 years, seven weeks' notice; and for service over 20 years, eight weeks' notice; in each case in addition to the required notice under clause 17 of this award.

(b) In any such case it shall be optional for the employer to elect to pay wages in lieu of the period of notice or for the worker to elect to receive wages in lieu of the notice.

(c) This clause shall not apply where the worker is offered alternative employment in journalism at no less basic salary in any merged, restructured, or new company formed as a result of the closure, merger, or takeover. Where such alternative employment is not in the same locality, reasonable removal expenses incurred shall be paid by the employer.

(d) A worker shall not qualify for the above redundancy provision where he is eligible for retirement entitling him to the full maturity benefits under the provisions of a pension or superannuation scheme or where he has attained the age of 65.

(e) This clause shall not apply to casual and temporary workers.

APPLICATION OF AWARD

27. 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 the award applies within the industrial districts to which this award relates.

SCOPE OF AWARD

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

TERM OF AWARD

29. 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 1st day of August 1974, 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 31st day of July 1975.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 18th day of December 1974.

(L.S.)

G. O. Whatnall, President.

MEMORANDUM

The following cited parties assured the Commission that they employed no workers who would be covered by the terms of this award and, therefore, the Commission strikes them out as parties, namely:

New Zealand Medical Journal, P.O. Box 181, Dunedin.

New Zealand Mercantile Gazette, P.O. Box 13027, Christchurch.

The Outlook, P.O. Box 320, Christchurch.

Straight Furrow, Corner Featherston and Johnstone Streets, Wellington.

Paul Hamlyn Limited, 84 Oriental Parade, Wellington.

The explanations of the parties as to the justification for increases beyond those permitted in the Wage Adjustment Regulations 1974 satisfy the Commission pursuant to Regulation 7. Disputes and personal grievance provisions have been approved in the form agreed between the parties.

The unqualified preference provision (clause 22) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this award are NOT to be increased by the application of the 9 per cent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

Having regard to prevailing circumstances the Commission has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this award is to continue in force being less than one year from the date of making.

The following Memorandum of Agreement by the parties is recorded:

"This award incorporates into the overtime and penal rate 5 per cent of the former 10 per cent allowance for liability to be rostered for weekend work; and the parties agree to incorporate the remaining 4.76 per cent progressively over the next two negotiations of this award so that the full 10 per cent allowance will have been incorporated by the second subsequent negotiation.

So:

- (i) In the first subsequent negotiation 2.39 per cent will be added to the agreed base for overtime pay and penal rates and the allowance for liability to be rostered at weekend will be reduced to 2.32 per cent.
- (ii) In the second subsequent negotiation 2.32 per cent will be added to the agreed overtime and penal rate and no allowance for the liability to be rostered for weekend work will be included in the award.
- (iii) The minimum weekly pay for all workers who are liable to be rostered for weekend work will then incorporate the whole of the former 10 per cent allowance. At this stage a provision will be written into the award stating that workers liable to be rostered for weekend work within ordinary hours shall be subject to the provisions of clause 6 (Weekend Work)."

G. O. Whatnall, President.