

(3947.) AUCKLAND BIOGRAPH OPERATORS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Biograph Operators' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Alexander, George, Arcadia Theatre, Karangahape Road, Auckland.

Alhambra Theatre Company, Karangahape Road, Newton.
Auckland Continuous Picture Company, Globe Theatre (Fred Duncan, manager).

Benwell, John L., Victoria Picture Theatre, Devonport.

Bouzaid, C., Adelphi Theatre, Newmarket.

Brooks Bros., Windsor Theatre, Ponsonby Road, Ponsonby.

Cleland, R., King George Theatre, Queen Street, Auckland.

Dominion Picture Company, Princess Theatre, Queen Street
(McMahon and Lodder).

- Empress Theatre, Great North Road, Arch Hill (G. Nigro, manager).
 Fuller, John, and Sons, King's Theatre, Upper Pitt Street, Newton.
 Buller-Brennan (Limited), Opera House, Wellesley Street.
 Hayward's Enterprise Company (Limited), Lyric Theatre, Symonds Street.
 Houghton and Low, Parnell Picture Theatre, Manukau Road, Parnell.
 McMahan and Lodder, Queen's Theatre, Queen Street, Auckland.
 Richmond Picture Theatre, Richmond Avenue, Grey Lynn (— Empson, manager).
 Sutherland, D. A., Otahuhu Picture Theatre, Church Street, Onehunga.

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, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of October, 1914, and shall continue in force until the 1st day of October, 1916.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 2nd day of October, 1914.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work, Continuous Picture Theatres.

1. The hours of work for operators in continuous picture theatres shall consist of not more than seven hours per day and not more than forty-two hours per week. A continuous picture-show is one in which a programme is shown more than once daily.

Hours of Work, Night Shows.

2. The hours of work for operators at night shows shall be such as may be fixed between the operator and the proprietor according to the exigencies of the business, provided that the operator's work shall consist of the projection of films, preparation of programmes to be used in the theatre, and care of all projection apparatus in his charge, including motive power. In picture theatres outside a radius of one mile from the Town Hall, Auckland, the duties of an operator shall be such as may be agreed upon between such operator and the employer concerned. In case of failure to agree the matter shall be referred to the Conciliation Commissioner for the district, whose decision shall be final.

Wages.

3. The minimum wage for operators shall be as follows:—

- (a.) *Continuous Picture Theatres.*—Continuous operators, £4 5s. per week.
- (b.) *Night Shows.*—Within a radius of one mile from the Town Hall, Auckland, six performances and one matinee, £4 per week; six performances and one matinee in country and suburban shows, £3 per week.
- (c.) *Vaudeville and other Entertainments.*—Vaudeville and other entertainments are exempt from the provisions of clause 3 hereof, provided that no picture-shows at such entertainments extend over thirty minutes; but if they extend over a longer period then and in such case the rates fixed by this award shall be payable.
- (d.) *Casual Work.*—For single performances within one mile radius of the Town Hall, Auckland, £1 1s. per night; for single performances outside a radius of one mile from the Town Hall, Auckland, 15s. per night. All expenses shall be paid by the employer.
- (e.) *Touring.*—Operator only, £4 10s. per week; operator and engineer, £5 per week; all travelling-expenses shall be paid by the employer.
- (f.) *Sunday Performances.*—For each performance on Sunday, £1 1s.

Overtime.

4. All work done in addition to the work hereinbefore mentioned shall be deemed to be overtime, and shall be paid for at the rate of 4s. per hour.

Holidays.

5. Not more than fourteen days' holiday shall be allowed, at a time convenient to the employer, and provided that the employer is satisfied with the substitute. No pay whatever shall be made to an employee on holiday leave.

Termination of Engagement.

6. When operators are employed by the week the employment shall be terminated by one week's notice on either side. Such notice shall be given in writing on any day in the week.

Preference.

7. (a.) Employers are at liberty to engage any person, whether such person is a member of the union or not.

(b.) If a non-member is employed such person shall be requested by the secretary of the union to join the union within three days from the date of engagement, and should such person fail to comply with the request within three days after the receipt thereof then such person shall be liable for a breach of this award.

(c.) Provided that the rules of the union shall permit any operator of good character and sober habits to become a member of the union, without ballot or other election, upon payment of an entrance fee not exceeding 5s. and subsequent contributions not exceeding 6d. per week.

(d.) An employer shall not under any circumstances be liable for a breach of this clause.

(e.) This clause shall not apply to any operators who shall come to Auckland as members of any travelling company.

Term of Award.

8. This award shall come into force as from the 1st day of October, 1914, and shall continue in force until the 1st day of October, 1916.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 2nd day of October, 1914.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendation of the Council of Conciliation, which the parties agreed to accept.

T. W. STRINGER, Judge.