

**(4476.) DUNEDIN THEATRICAL EMPLOYEES (OTHER THAN STAGE HANDS).—AWARD.**

In the Court of Arbitration of New Zealand, Otago and Southland 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 Dunedin Theatrical and Shows Employees' (other than Stage Hands) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (herein after called "the employers") :—

Claude Haigh, Plaza Pictures, Dunedin.  
 Dunedin Operatic Society, Dunedin.  
 Everybody's Theatre, Dunedin.  
 Fullers' Theatres and Vaudeville (Limited), Dunedin.  
 Grand Picture Palace (Limited), Dunedin.  
 New Queen's Theatre (Limited), Dunedin.  
 Otago Boxing Association, Dunedin.  
 The Empire Theatre (Limited), Dunedin.

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 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 from the 28th day of October, 1916, and shall continue in

force until the 28th day of October, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 23rd day of October, 1916.

T. W. STRINGER, Judge.

### SCHEDULE.

#### *Operators.*

1. *Hours of Work.*—The hours of work for operators in connection with picture-theatres shall be not more than seven hours per day or forty-two hours per week, including the time occupied in preparing films and attending to cinematograph and plant.

2. *Rate of Wages.*—The minimum rate of wages shall be £4 per week.

3. *Holidays.*—Fourteen days' holidays shall be allowed annually to each operator on full pay at a time convenient to the employer. Any operator whose engagement is for a shorter period than one year shall be allowed holidays in proportion to the length of time he has been employed, provided that no holidays shall be allowed until an operator shall have been in the service of one employer for six months.

4. *Casual Workers.*—(a.) Each casual worker shall be paid at the rate of 3s. 6d. per hour. No substitute shall be deemed to be a casual worker.

(b.) A worker shall be deemed to be a casual worker if his engagement is for a period of less than six days, but no casual engagement shall be for a period of less than three hours consecutively in any one day.

5. *Overtime.*—Any time worked in excess of the hours specified in clause 1 hereof shall be deemed to be overtime, and shall be paid for at the time of 2s. 6d. per hour.

#### *Ticket-sellers, Ticket-takers, and Ushers.*

##### CONTINUOUS SHOWS.

6. *Hours of Work.*—The hours of work may be fixed by the employer, but shall not exceed the following: Ticket-sellers, twenty-six hours per week; ticket-takers, thirty-six hours per week; ushers, thirty-six hours per week.

7. *Rate of Wages.*—The minimum wage for ticket-sellers shall be £1 2s. 6d. per week, and for ticket-takers and ushers £1 5s. per week.

8. For the purposes of this award a picture-show shall be deemed continuous in the event of its screening the same programme or

a portion thereof more than once during the day or evening session.

9. The foregoing provisions shall not prevent the continued employment of any male worker who is at present employed during the day as well as at night time doing general work.

#### NIGHT SHOWS.

10. *Hours of Work.*—The hours of work for night shows shall be as follows:—

- (a.) Ticket-sellers: Evening performance, 7 p.m. to 9.30 p.m.; matinee performance, 1.45 p.m. to 3.15 p.m.
- (b.) Ticket-takers, ushers, barrier-men, and packers: Evening performance, 7 p.m. to clearing of house; matinee performance, 1.45 p.m. to clearing of house.
- (c.) Ticket-takers, ushers, barrier-men, and packers shall be in attendance till the covering-in of seats is completed by them after the performance.

11. *Rate of Wages.*—(a.) The minimum wages for ushers, ticket-takers, barrier-men, and packers shall be 3s. per performance.

(b.) The minimum wage for ticket-sellers and female ushers shall be 15s. per week of six evening performances and one matinee.

12. *Casual Engagements.*—The wages of ticket-sellers, ticket-takers, ushers, barrier-men, packers, and stage-door keepers employed in connection with casual performances or engagements which do not exceed two weeks and not otherwise provided for herein shall be not less than 3s. 8d. per performance.

13. *Overtime.*—Any time worked in excess of the hours specified in clauses 6 and 10 respectively shall be deemed to be overtime, and shall be paid for at the rate of 1s. 3d. per hour.

#### *Caretakers.*

14. *Hours of Work* to be mutually arranged between the employer and the worker.

15. *Rate of Wages.*—The minimum wage for caretakers shall be £3 per week, provided that if a caretaker is required to act as ticket-taker or usher at night he shall be paid an additional sum of 12s. 6d. per week.

16. *Sunday Work.*—Should the theatre be used for any purpose on a Sunday the caretaker shall be paid, in addition to his weekly wage, a further sum of 10s. for each Sunday the theatre is used.

17. *Holidays.*—Seven days' holidays shall be allowed annually to each caretaker on full pay at a time convenient to the employer, provided that no holidays shall be allowed until a caretaker shall have been in the service of one employer for a period of twelve months.

#### *General Conditions to apply to all Workers.*

18. *Payment of Wages.*—Employees shall be paid all wages due to them after completing their work on Friday or Saturday of

each week. In the case of casual performances wages shall be paid at the close of the engagement.

19. *Term of Engagement.*—All engagements shall be weekly, and shall be terminated by one week's notice on either side.

*Preference.*

20. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

*Matters not provided for.*

21. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary and president of the union, and in default of agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*Scope of Award.*

22. The operation of this award is limited to employers carrying on business within a radius of five miles from the Chief Post-office in the City of Dunedin.

*Term of Award.*

23. This award shall come into force on the 28th day of October, 1916, and shall continue in force until the 28th day of October, 1918.

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 23rd day of October, 1916.

T. W. STRINGER, Judge.

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MEMORANDUM.

At a conference of the parties ordered by the Court after the hearing of this dispute all the terms of this award were settled by agreement except the provisions of clauses 1, 5, and 6, which have been settled by the Court.

T. W. STRINGER, Judge.