

(5255.) NORTHERN INDUSTRIAL DISTRICT 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, G., Arcadia Theatre, Karangahape Road, Auckland.

Armstrong, R., Empire Theatre, Dominion Road, Auckland.

Armstrong, R., Theatre Royal, Kingsland, Auckland.

Bailey, C. R., Princess Theatre, Queen Street, Auckland.

Birkenhead Picture Theatre, Birkenhead.

Cahill, J., Alexandra Theatre, Green Lane, Auckland.

Calder, G., Picture Theatre, Huntly.

Chateau, Leo de, His Majesty's Theatre, Durham Street, Auckland.

Cleland, R., National Theatre, Queen Street, Auckland.

Coady, J., Picture Theatre, Pukekohe.

Cobine, Ernest, Picture Theatre, Papatoetoe.

Coe, A. E., Everybody's Theatre, Queen Street, Auckland.

Colville, Scott, His Majesty's Theatre, Durham Street, Auckland.

- Cullimore, F. H., Britannia Theatre, Ponsonby Road, Auckland.
- Dawson, F., Palace Theatre, Karangahape Road, Auckland.
- Deac, F. O., Picture Theatre, Dargaville.
- Dickenson, J., Parnell Pictures, Parnell.
- Empson, H., Richmond Hall, Richmond, Auckland.
- Foresters' Hall Picture Theatre, Takapuna.
- Fuller, J., and Sons, Opera House, Wellesley Street, Auckland.
- Gordon, G., Tivoli Theatre, Karangahape Road, Auckland.
- Hamilton Picture Theatre, Hamilton.
- Harrison, H., Victoria Theatre, Devonport.
- Hayward, L., Grand Theatre, Queen Street, Auckland.
- Hayward, P., New Zealand Picture Supplies, Queen Street, Auckland.
- Hayward, P., Strand Theatre, Queen Street, Auckland.
- Hayward, R., Picture Theatre, Waihi.
- Kernick, J., King's Theatre, Thames.
- Low, W., His Majesty's Theatre, Durham Street, Auckland.
- Martin, W., Foresters' Theatre, Onehunga.
- Martin, W., Lyceum Theatre, Onehunga.
- Martinengo, C., West End Theatre, Ponsonby Road, Auckland.
- Morris, J., Queen's Theatre, Queen Street, Auckland.
- Owen, O., Broadway Theatre, Newmarket, Auckland.
- Patterson, D., Henderson Pictures, Henderson.
- Pike, A. L., Globe Theatre, Queen Street, Auckland.
- Speedy, L. L., Lyric Theatre, Symonds Street, Auckland.
- Sutherland, D. A., Picture Theatre, Otahuhu.
- Tong, P., Picture Theatre, Waiuku.
- Tourett, E. de, Empress Theatre, Great North Road, Auckland.
- Warner, G., Picture Theatre, Ngaruawahia.
- Warwick, P., Picture Theatre, Papakura.
- Williamson, J. C. (Limited), His Majesty's Theatre, Durham Street, Auckland.

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 from the 5th day of July, 1919, and shall continue in force until the 16th day of June, 1922, 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 17th day of June, 1919.

— 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. The time of starting work in the first shift shall commence half an hour prior to the beginning of the performance.

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.

(g.) In addition to the minimum rates of pay provided for in this award there shall be paid to all workers coming within the scope of this award in receipt of a weekly wage a bonus upon the said rates of 5s. per week unless and until the Court shall otherwise order.

(h.) Any worker whose wages are in excess of those provided for in this award shall not have his wages reduced.

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.) 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.

Term of Award.

8. This award shall come into force on the 5th day of July, 1919, and shall continue in force until the 16th day of June, 1922.

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 17th day of June, 1919.

— T. W. STRINGER, Judge.

MEMORANDUM.

This award is based upon the recommendations of the Conciliation Council, which the parties agreed to accept. It has been necessary, however, to substitute the Court's usual preference clause for the invalid clause contained in the recommendations.

T. W. STRINGER, Judge.