

(6297.) AUCKLAND (TEN-MILES RADIUS) FRONT-OF-HOUSE EMPLOYEES IN THEATRES, PICTURE-SHOWS, ETC.—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 Front-of-the-house Employees in Theatres, Picture-shows, and Houses of Entertainment 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.

Auckland City Council, Town Hall, Auckland.

Birkenhead Picture Theatre, Birkenhead, Auckland.

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

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

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

Cullimore, Mrs. H., Britannia Theatre, Ponsonby Road, Auckland.

Dickenson, J., Parnell Pictures, Parnell, Auckland.

Dominion Picture Theatre Company, Princess and Queen's Theatres, Queen Street, Auckland.

Empson, E., Richmond Hall, Richmond, Auckland.

Foresters' Hall Picture Theatre, Takapuna, Auckland.

Fuller, J., and Sons, Opera House, Wellesley Street, Auckland.

Harrison, H., Victoria Theatre, Devonport, Auckland.

- Hayward, L., Grand Theatre, Queen Street, Auckland.
 Hayward, P., N.Z. Picture-supplies, Queen Street, Auckland.
 Hayward, P., Strand Theatre, Queen Street, Auckland.
 Low, W., His Majesty's Theatre, Durham Street, Auckland.
 Martin, W., Foresters' Theatre, Onehunga.
 Martin, W., Lyceum Theatre, Onehunga.
 Martinengo, Z., West End Theatre, Ponsonby Road, Auckland.
 Mills, T., Palace Theatre, Karangahape Road, Auckland.
 Owen, O., Broadway Theatre, Newmarket, Auckland.
 Pike, A. L., Globe Theatre, Queen Street, Auckland.
 Scott-Colville, His Majesty's Theatre, Durham Street, Auckland.
 Shanley, G., Tivoli Theatre, Karangahape Road, Auckland.
 Speedy, L. L., Lyric Theatre, Symonds Street, Auckland.
 Tait, J. and N., His Majesty's Theatre, Durham Street, Auckland.
 Tourett, E. De, Empress Theatre, Great North Road, Auckland.
 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

as hereinafter provided, and shall continue in force until the 28th day of February, 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 8th day of November, 1920.

T. W. STRINGER, Judge.

SCHEDULE.

Caretakers.

1. (a.) The hours of work shall be mutually arranged between the employer and the worker.

(b.) *Rates of Wages.*—The minimum rate of wages for caretakers of theatres and picture-shows in Queen Street, Karangahape Road, and Symonds Street shall be £3 10s. per week; and of other caretakers, including assistant caretakers, if engaged as such, shall be not less than £3 per week. Where a caretaker or assistant caretaker is employed as a ticket-seller, ticket-taker, or usher from 6.45 p.m. he shall receive an additional payment of 12s. 6d. per week.

(c.) The minimum weekly wages above prescribed for caretakers and assistant caretakers shall be increased respectively by a bonus of 10s. per week unless and until the Court shall otherwise order.

(d.) This clause shall not apply to workers, part of whose duty it is to act as caretaker, who are covered by any other award.

(e.) Cleaners, other than caretakers: Males, 1s. 6d. per hour; females, 1s. per hour.

Continuous Shows: Ticket-sellers, Ticket-takers, and Ushers.

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

(b.) *Rates of Wages.*—The minimum rate for female ticket-sellers, ticket-takers, and ushers shall be not less than £1 10s. per week; male ticket-takers and ushers, not less than £2 5s. per week.

(c.) The minimum rates of wages prescribed in subclause (b) of this clause shall be increased by the amounts of the following bonuses respectively unless and until the Court shall otherwise order: To adult males, by a bonus of 10s. per week; for youths under the age of twenty-one years, by a bonus of 5s. per week; and for females, by a bonus of 3s. per week.

Night Shows.

3. (a.) *Hours of Work.*—Night shows (including picture-shows, vaudeville, concert, dramatic, operatic, and other evening performances): Ticket-sellers, two and three-quarter hours nightly; two hours matinee. Ticket-takers, from 6.45 p.m. to clearing of house and covering of seats. Ushers, barrier-men, and packers, from 6.45 p.m. to clearing of house and covering of seats; one matinee, to clearing of house and covering of seats.

(b.) *Casuals.*—A “casual” is one who is employed for a period not exceeding two weeks.

(c.) (1.) *Wages.*—The minimum wages for ticket-sellers, ticket-takers and ushers, barrier-men and packers, shall be 4s. per performance.

(c.) (2.) Casual workers shall receive 5s. per performance during the first week of their employment, and 4s. per performance during the second week of their employment.

(c.) (3.) Time worked in excess of the hours prescribed in clause 2 hereof shall be paid for at time-and-a-half rates.

Holidays and Overtime.

4. (a.) If required to work in excess of the hours prescribed for the respective classes of workers, employees shall be paid at the rate of 2s. 6d. per hour.

(b.) For all work done on Good Friday and Christmas Day double time shall be paid; and if directed by the employer to work on Sunday employees shall be paid at the rate of time and a half.

(c.) Caretakers shall be allowed seven days' holiday on full pay for each twelve months' completed service.

(d.) All permanent employees shall be allowed seven days' holiday on full pay, at a time convenient to the employer: Provided that no holiday shall be allowed until the worker has been in the service of the employer for a period of twelve months. This clause shall not apply to night-hand employees.

Sunday Workers.

5. Should the theatres 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. If the theatre is used for two meetings on any Sunday an extra 5s. shall be paid.

Payment of Wages.

6. Employees shall be paid all wages due to them after completing their work on Friday or Saturday of each week. In the case of a casual performance wages shall be paid at the close of the engagement.

Term of Engagement.

7. All engagements, other than casual, shall be weekly, and shall be terminable by one week's notice on either side.

Uniforms.

8. Uniforms, where required to be worn, shall be supplied by the employer.

Casual Workers.

9. No substitute shall be deemed to be a casual worker.

Preference.

10. (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.

11. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any 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 notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Existing Contracts.

12. Workers at present receiving more than the wages herein prescribed shall not have his or her wages reduced.

Scope of Award.

13. The operation of this award is limited to the area within a radius of ten miles from the Chief Post-office in the City of Auckland.

Term of Award

14. This award so far as relates to wages and bonuses shall come into force as from the 1st day of May, 1920, and so far as all the other provisions of this award are concerned it shall come into force on the date hereof; and this award shall continue in force until the 28th day of February, 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 8th day of November, 1920.

T. W. STRINGER, Judge.

MEMORANDUM.

This dispute came before the Court in the form of complete recommendations, which the parties had agreed to accept. At the hearing, however, application was made for the accrued cost-of-living bonuses since the hearing of the dispute before the Conciliation Council, and it was agreed between the representatives of the parties that the Court should put these workers in the Auckland District upon the same footing as those in Christchurch. This the Court has done, but in order to effect this it has been necessary to limit the retrospective operation of the award to the 1st May, 1920, instead of the 28th February, 1920, as set out in the recommendations.

T. W. STRINGER, Judge.

TARANAKI INDUSTRIAL DISTRICT.

(6298.) TARANAKI FURNITURE TRADES.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki 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 Wellington Federated Furniture Trades (Taranaki Branch) Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

New Plymouth—

Baker and Co., Cabinetmakers, Devon Street.

Cobham, W. S., Cabinetmaker, Courtenay Street.

Leighton and Son, Cabinetmakers, Devon Street.

Lobb, J., Cabinetmaker, Liardet Street.

Maddock, H., Upholsterer, Devon Street.

New Plymouth Sash and Door and Timber Company, Gill Street.

Petty, T., Cabinetmaker, Devon Street.

Purser (Limited) Furnishing Company, Devon Street.