

(7451.) WELLINGTON (THREE-MILES RADIUS) BIOGRAPH OPERATORS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington 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 Biograph Operators' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Artercraft Theatre, Molesworth Street, Wellington, Paramount and Artercraft Company (Limited).
- Britannia Theatre, Manners Street, Wellington, Pictures Theatres (Limited).
- Empress Theatre, Willis Street, Wellington, E. and E. Company (Limited).
- Everybody's Theatre, Manners Street, Wellington, E. and E. Company (Limited).
- His Majesty's Theatre, Courtenay Place, Wellington, Fullers' Theatres and Vaudeville (Limited).
- King's Theatre, Dixon Street, Wellington, E. and E. Company (Limited).
- Our Theatre, Newtown, Wellington, South Wellington Investment Company (Limited).
- Paramount Theatre, Courtenay Place, Wellington, Paramount and Artercraft Company (Limited).
- Princess Theatre, Manners Street, Wellington, British and Continental Film Company.
- Queen's Theatre, Cuba Street, Wellington, Queen's Theatre Company (Limited).
- Shortt's Theatre, Willis Street, Wellington, Shortt's Pictures (Limited).

Star Theatre, Newtown, Wellington, New Zealand Picture Supplies.

Strand Theatre, Manners Street, Wellington, N.Z. Picture Supplies (Limited).

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 a penalty as by law provided shall be 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 12th day of February, 1925, 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 affixed, and the Judge of the Court hath hereunto set his hand, this 15th day of March, 1923.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

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.

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 programme to be used at the theatre, and care of all projection apparatus in his charge, including motive power.

Wages.

3. (a.) Where two operators are employed the chief operator shall be paid not less than £5 per week.

(b.) A second operator with more than twelve months' experience in the public exhibition of films shall be paid not less than £4 10s. per week.

(c.) A second operator who has been in actual employment as an operator for less than twelve months may be employed at not less than £3 10s. per week until he has been so employed for twelve months, but the total period of employment of this class of operator in each theatre shall not exceed twelve months in each period of two years.

(d.) Where one operator only is employed he shall be paid not less than £4 10s. per week. This applies to night shows, including one matinee.

(e.) Casual operators: For single evening performance, £1 3s. per night; for continuous shows, 4s. per hour. A substitute shall not be deemed a casual worker.

Overtime.

4. All time worked in excess of the hours hereinbefore prescribed shall be deemed to be overtime, and shall be paid for at the rate of 4s. per hour.

Holidays.

5. (a.) Fourteen days' holiday on half-pay shall be allowed annually to each operator, 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 his employer for six months.

(b.) Double time shall be paid for all work done on Christmas Day and Good Friday.

Conditions of Employment.

6. (a.) Where operators are employed by the week the employment shall be terminated by one week's notice on either side.

(b.) Time lost by a worker through his sickness or default may be deducted from his wages.

(c.) No person under the age of eighteen years shall be employed on a projecting-machine.

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.

Under-rate Workers.

8. (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 the application of the worker after due notice to the union, by the local Inspector of Awards 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 fourteen 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 Factories 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.

Scope of Award.

9. (a.) This award shall not apply to vaudeville and other entertainments at which biograph pictures are displayed for a less period than forty minutes.

(b.) This award shall operate within a radius of three miles of the Chief Post-office in the City of Wellington.

Term of Award.

10. This award, in so far as it relates to wages, shall be deemed to have come into force on the 12th day of February, 1923, 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 12th day of February, 1925.

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 15th day of March, 1923.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

[L.S.]

F. V. FRAZER, Judge.
