

(8144.) AUCKLAND (TEN-MILES RADIUS) 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") :—

The Picture-theatre Proprietors' Association of Auckland.
Alexander, G., Arcadia Theatre, Auckland.

- Andrews, Broadway Picture-theatre, Auckland.
- Armstrong, R., Theatre Royal Pictures, Kingsland, Auckland.
- Atkinson, B., Princess Picture-theatre, Auckland.
- Atkinson, B., Queen's Picture-theatre, Auckland.
- Beveridge, C., Opera House, Auckland.
- Braemar, W. J., Carlaw Park Pictures, Auckland.
- Casling, Kosy Picture-theatre, Mount Albert, Auckland.
- Cleave, A. L., Picture-theatre, Panmure, Auckland.
- Cleave, A. L., Picture-theatre, Penrose, Auckland.
- Cleland, A., National Picture-theatre, Auckland.
- Brown, A., Bridgeway Picture-theatre, Milford, Auckland.
- De Tourett, E., Empress Picture-theatre, Grey Lynn, Auckland.
- Duffin, J., Alexandra Picture-theatre, Green Lane, Auckland.
- Dunn, J., Picture-theatre, Richmond, Auckland.
- Empson, H., Picture-theatre, Avondale, Auckland.
- Forde and Turner, Regent Picture-theatre, Epsom, Auckland.
- Fuller, Ben. J. and J., Opera House, Auckland.
- Hayward, H., King's Picture-theatre, Newton, Auckland.
- Hayward, Mrs. L., Grand Picture-theatre, Auckland.
- Hayward, P. H., Strand Theatre, Auckland.
- Jones, J., Palace Picture-theatre, Newton, Auckland.
- Lovell, F., Picture-theatre, Kohimarama, Auckland.
- Mackay, C., Midway Picture-theatre, Devonport, Auckland.
- McLennan, R., West End Picture-theatre, Ponsonby, Auckland.
- Marsden and Dunningham, Picture-theatre, Point Chevalier, Auckland.
- Martin, W., Forresters' Hall Pictures, Onehunga, Auckland.
- Martin, W., New Strand Picture-theatre, Onehunga, Auckland.
- Mills, F., Victoria Picture-theatre, Devonport, Auckland.
- Moodabe, M., Hippodrome Picture-theatre, Auckland.
- Mullinger and Fray, Picture-theatre, Glen Eden, Auckland.
- Mullinger and Fray, Picture-theatre, Mangere, Auckland.
- Mullinger, G., Picture-theatre, Ellerslie, Auckland.
- Mullinger, G., Picture-theatre, New Lynn, Auckland.
- Murdoch, P. G., Lyric Picture-theatre, Auckland.
- New Zealand Picture Supplies (Limited), Albert Street, Auckland.
- New Zealand Picture Supplies (Limited), Picture-theatre, Birkenhead, Auckland.
- O'Brien, T. A., Everybody's Picture-theatre, Auckland.
- Quinn and Armstrong, Empire Picture-theatre, Dominion Road, Auckland.
- Quinn, J., Capitol Picture-theatre, Dominion Road, Auckland.
- Secretary, Foresters' Hall Pictures, Takapuna, Auckland.
- Shanley, J., Tivoli Picture-theatre, Auckland.
- Speedy, L. L., Picturedrome Picture-theatre, Milford, Auckland.

Williams, T., Picture-theatre, St. Heliers Bay, Auckland.
 Williamson, J. C. (Limited), His Majesty's Theatre, Auckland.
 Winship, W. E., Parnell Picture-theatre, Parnell, Auckland.
 Woodward, R., Britannia Picture-theatre, Ponsonby, 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, 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 1st day of March, 1927, 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 23rd day of April, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Definition of Operators' Work.

1. Operators' 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 and such other duties as may be agreed upon between such operator and the employer concerned, but shall not include the cleaning or sweeping of the theatre, or bill-posting.

Hours of Work.

2. (a.) Continuous picture-shows : The hours of work for operators in continuous picture-shows shall consist of not more than seven hours in any one day, and not more than forty-two hours in any one 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 twice or more daily on six days in any one week.

(b.) City night shows : The hours of work for operators in night shows within one mile radius of the Auckland Town Hall shall be such as may be fixed between the operator and the proprietor according to the exigencies of the business, but such hours shall not exceed five in any one day or thirty in any one week.

(c.) Suburban night shows : In picture-theatres outside a radius of one mile from the Town Hall, Auckland, the hours of work shall consist of not more than twenty-four hours in each week. The time of starting work shall commence not earlier than half an hour prior to the beginning of the performance.

(d.) Employees' time shall start from the time they are ordered to attend for duty and actually do attend, whether the work be ready to commence or not.

(e.) In the case of failure to agree in connection with any matter contained in the foregoing clause 1, the matter shall be referred to the Conciliation Commissioner for the district, whose decision shall be final.

Wages.

3. The minimum rate of wages for operators shall be as follows :—

(a.) Continuous picture-theatres, £5 per week.

(b.) Night picture-theatres, £4 5s. per week.

(c.) Suburban picture-theatres, £3 5s. per week.

(d.) Casual work : For single performances within one mile radius from 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.) Matinees : In all cases, matinees, with the exception of Saturday matinees, count as extras, and shall be paid for at the rate of not less than 10s. per matinee.

(f.) Vaudeville and other entertainments : Vaudeville and other entertainments are exempt from the provisions of this clause, 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.

(g.) Sunday performances : For each performance on Sunday showing slides or films £1 1s. shall be paid.

(h.) Where any operator is receiving wages in excess of the rates specified in this clause such rates shall not be reduced so long as he remains in his present employment.

Overtime.

4. All time worked in excess of the hours specified in clause 2 hereof shall be paid for at the rate of 4s. per hour.

In the case of continuous and city night shows the overtime shall be calculated on the daily hours.

Rest Interval.

5. (a.) No operator shall be called upon to work more than six hours continuously without an interval of one hour.

(b.) In all theatres where advertising-slides are screened the operator shall be entitled to not less than five minutes interval.

Holidays.

6. (a.) For all work done on Good Friday, Labour Day, and Christmas Day double time shall be paid.

(b.) All permanent employees engaged at weekly rates shall be allowed a week's 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.

(c.) Where under the preceding subclause a worker has been in the service of an employer for a period of twelve months, and where under ordinary circumstances and after the expiration of the required period of notice (as provided in clause 9) employment lawfully ceases between the employer and the employee who has been in the continuous service of the employer for a further period of six months, then such employee shall be entitled to payment proportionate to the length of his service.

Disputes and Matters not provided for.

7. In the event of a dispute arising during the period of this award's existence as to the interpretation of each or any of the clauses thereof, or to matters pertaining to the workings, or to rates of pay, or to any matter not provided for, the parties being unable to agree, shall be settled between the particular employer concerned and the secretary and president of the union, and in default of any agreement being arrived at then the 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.

Preference.

8. (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.

Termination of Engagement.

9. When operators are employed by the week and have been employed for one month or more, 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.

General.

10. (a.) Casual worker: A "casual worker" shall mean a worker who is engaged for less than a week's work on consecutive days or nights.

(b.) Permanent workers: A "permanent worker" shall mean a worker who is employed by the week.

(c.) For the purpose of giving notice of termination of employment workers who are regularly employed for one or more day or night performances per week at casual rates shall be deemed to be permanent employees.

Overtime-book.

11. A proper wages and overtime book shall be kept in all theatres, and shall at all times be accessible to the Inspector of Awards.

Scope of Award.

12. This award shall operate within a radius of ten miles from the Auckland Town Hall, but shall not include the Borough of Otahuhu.

Term of Award.

13. This award in so far as it relates to wages shall be deemed to have come into force on the 2nd day of March, 1925, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of March, 1927.

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 April, 1925.

[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.