

(10235.) WELLINGTON (TEN-MILES RADIUS) MOTION-PICTURE
PROJECTIONISTS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District. — In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the Wellington Motion-picture Projectionists' Industrial Union of Workers (hereinafter called " the union ") and the under-mentioned persons, firms, and companies (hereinafter called " the employers ") :—

Kemball, W. R., Theatre Company, 15 Courtenay Place, Wellington, covering the following theatres :—
Artcraft Theatre, Molesworth Street, Wellington.
Britannia Theatre, Manners Street, Wellington.
De Luxe Theatre, Clyde Quay, Wellington.
Empire Theatre, Petone.
Grand Theatre, Petone.
King's Theatre, Dixon Street, Wellington.

Palace Theatre, Petone.
 Paramount Theatre, Courtenay Place, Wellington.
 Princess Theatre, Manners Street, Wellington.
 Queen's Theatre, Cuba Street, Wellington.
 Seaside Theatre, Lyall Bay.
 Brooklyn Pictures (G. Phillips, 34 Bruce Avenue, Brooklyn).
 Capitol Theatre, Miramar.
 Empire Theatre, Island Bay.
 Fulford's Hall, Brooklyn.
 Grand Opera House, Manners Street, Wellington.
 Johnsonville Kinema (H. Lamb), Johnsonville.
 Kilbirnie Kinema, Kilbirnie.
 King George Theatre, Lower Hutt.
 Majestic Theatre, Willis Street, Wellington.
 Our Theatre, Riddiford Street, Newtown.
 Prince Edward Theatre, Woburn, Lower Hutt.
 Quality Theatre, Island Bay.
 Regal Theatre, Karori.
 Regent Theatre, Manners Street, Wellington.
 St. James Theatre, Courtenay Place, Wellington.
 Shortt's Theatre, Willis Street, Wellington.
 Star Theatre, Riddiford Street, Wellington South.

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 from the 4th day of January, 1932, and shall continue in force until the 4th day of January, 1934, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 18th day of December, 1931.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Interpretation.

1. (a) "Motion-picture projectionist's work" shall consist of the projection of films; the preparation of films to be screened for public exhibition at the theatre in which he is employed; and care of all projection and sound apparatus in his charge, including motive power, and anything pertaining thereto.

(b) "City theatres" shall include all theatres carrying on business within a radius of one mile of the Town Hall, Wellington.

(c) "Suburban theatres" shall include all theatres outside a radius of one mile of the Town Hall, Wellington, and within a radius of ten miles of the Town Hall, Wellington.

Wages and Hours.

2. (a) Motion-picture projectionists employed within the city area in continuous picture-shows and/or shows giving two performances a day, for a week not exceeding forty-two hours, £5 10s. per week.

(b) Projectionists employed in picture-theatres in the city area where not more than seven screenings per week are given for a week not exceeding thirty-six hours, £4 15s. per week.

(c) Casual projectionists shall be paid not less than 17s. for each performance, not to exceed four hours.

(d) A worker shall be deemed to be employed as a casual worker if his engagement is for a period of less than six days in any one week.

(e) Projectionists employed in a theatre showing not more than three times per week shall be paid 15s. for each performance.

(f) Projectionists employed in suburban picture-theatres for a week not exceeding thirty hours, where more than three screenings and not more than seven screenings per week are given, shall receive £4 5s. per week.

Assistants.

3. Projectionists' assistants may be employed up to forty-two hours per week, and shall be paid not less than the following rates:—

	Per Week.		
	£	s.	d.
From sixteen to seventeen years of age	.. 1	0	0
From seventeen to eighteen years of age	.. 1	5	0
From eighteen to nineteen years of age	.. 1	10	0
From nineteen to twenty years of age	.. 2	0	0
From twenty to twenty-one years of age	.. 2	5	0

Overtime.

4. All time worked in excess of the hours prescribed in clause 2 hereof shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Holidays.

5. (a) On the completion of each twelve months' continuous service, each weekly worker shall be allowed one week's holiday on full pay, or two weeks' holiday on half pay, such holiday to be given and taken at a time convenient to the employer; provided that in cases where the service is terminated after at least six months, holidays proportionate to the period of service shall be allowed.

(b) Double time rates shall be paid for all work done on Sunday, Christmas Day, Good Friday, Anzac Day, and Labour Day.

Conditions of Employment.

6. (a) Except as provided in subclause (c) of clause 2 of this award, the employment shall be a weekly one, and one week's notice shall be given by either party of the termination of the employment.

(b) No deduction shall be made from the weekly wages except for time lost through a worker's sickness or default, or through absence caused through no fault of the employer, or through accident not arising out of and in the course of the employment.

(c) Vaudeville and other entertainments are exempt from the provisions of this award, provided that picture-shows at such entertainments shall not extend over forty minutes. Should picture-shows at such entertainments extend over a longer period than forty minutes, then and in such case the provisions of this award shall apply.

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 this 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 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Scope of Award.

8. This award shall operate within a radius of ten miles of the Town Hall, Wellington.

General Order.

9. All rates of remuneration specified in this award shall be subject to the general order of the Court dated the 29th day of May, 1931.

Term of Award.

10. This award shall come into force on the 4th day of January, 1932, and shall continue in force until the 4th day of January, 1934.

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 18th day of December, 1931.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The Court has settled the clauses relating to wages and scope of the award. There is no award at present in operation in Wellington, and the rates of wages now fixed are based upon the altered hours and conditions of work consequent upon the change-over from silent pictures to sound pictures. Mr. Prime is of opinion that the rates fixed are too high.

F. V. FRAZER, Judge.