

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10289.) AUCKLAND (TEN-MILES RADIUS) MOTION-PICTURE PROJECTIONISTS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 20th day of May, 1932, embodies the terms of the settlement arrived at by the assessors appointed for the hearing of the industrial dispute between the Auckland Motion-picture Projectionists' Industrial Union of Workers (hereinafter called "the workers") of the one part, and the

Auckland Picture - theatre Proprietors (hereinafter called "the employers") of the one part, whereby it is mutually agreed by and between the said assessors as follows :—

SCHEDULE.

Definition of Projectionist's Work.

1. Projectionist's work shall consist of the projection of films, preparation of programmes to be used in the theatre, and care of all projection and "talkie" apparatus in his charge, including motive power, and such other duties as may be agreed upon between such projectionist 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 projectionists 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 projectionists in night shows within one mile radius of the Auckland Town Hall shall be such as may be fixed between the projectionist 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.

Wages.

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

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

(b) Night picture-theatres, £4 10s. per week.

(c) Suburban picture-theatres, £3 10s. per week.

(d) 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 within the city showing slides or films, £1 5s. shall be paid; for each performance on Sunday in suburban districts, £1 1s. shall be paid.

(h) Where any projectionist 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.

Assistants.

4. (a) Any employer may employ an assistant to the projectionist provided that a qualified projectionist is in charge.

(b) The wages to be paid to such assistant shall be mutually arranged between the assistant and his employer.

Casual Workers.

5. (a) A "casual" is a worker who is employed for a period of less than four days. Workers who are regularly employed for one or more nights per week shall not be classed as casuals.

(b) *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.

Deduction from Wages.

6. (a) No deduction shall be made from the weekly wages specified for any holiday mentioned in this award, or for any cause except for absence through illness or other cause over which the employer has no control; but, with the consent of his employer, a worker shall (during absence through illness or other cause) provide a suitable person to temporarily undertake his duties. Such substitute shall be paid not less than the award rate of pay for the period for which he is employed by the employer or his representative. No substitute shall be deemed a casual.

(b) Notwithstanding the foregoing, an employer may deduct from the wages of a worker any sum he shall have paid to a substitute engaged during the absence of the worker owing to illness or other cause over which the employer has no control.

Overtime.

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

Rest Interval.

8. (a) No projectionist 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 projectionist shall be entitled to not less than five minutes' interval.

Holidays.

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

(b) All workers regularly employed for four or more nights per week shall, after each twelve months' service under the same management, receive one week's holiday on full pay at a time convenient to the employer. Should the engagement be terminated for any reason (other than misconduct) before the completion of any twelve-monthly period, holiday pay at the rate of one day for each seven-weekly period shall be paid as from the date when the previous annual holiday fell due. No holiday pay, however, shall be due when the engagement is terminated before the completion of the first six months' service.

(c) When there is a change of proprietorship, the holiday due to each employee at the rate of one day for each seven-weekly period served shall be due from the outgoing proprietor, and the incoming proprietor shall be deemed to have accepted liability therefor, if the holiday has not been given before the transfer is completed.

Disputes and Matters not provided for.

10. 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, it shall be settled between the particular employer concerned, or his representative, 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.

11. (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 seven 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. The provisions of this subclause relating to the dismissal of workers shall apply with equal effect to any worker coming within the scope of this award engaged since the 23rd day of December, 1929, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(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 to 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.

(c) On request made by the secretary of the union not more frequently than once a month, an employer shall supply him with the names of all persons then in his employment in the projection-room.

Termination of Engagement.

12. When projectionists other than casuals have been employed for one month or more the employment shall be terminated by one week's notice in writing on either side.

Scope of Agreement.

13. This agreement shall operate within a radius of ten miles from the Auckland Town Hall.

14. All rates of remuneration provided for in this agreement shall be subject to the provisions of the General Order of the Court of Arbitration dated the 29th day of May, 1931.

Term of Agreement.

15. This agreement shall come into force on the 1st day of June, 1932, and shall continue in force until the 30th day of November, 1932.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

Signed by the assessors appointed on behalf of the union :—

A. THOMSON, Projectionist,
2 Woodford Road, Mount Eden.
W. C. THOMSON, Projectionist,
2 Rossmay Terrace.
G. A. NODDER, Projectionist,
44 Wembley Road, Mount Eden.

Witness—Pat Hally, Conciliation Commissioner.

Signed by the assessors appointed on behalf of the employers :—

WESLEY MARTIN, Manager, Strand Theatre,
Onehunga.
H. HAYWARD, Director, Majestic Theatre,
Auckland.
ROBT. H. ALLEN, Company Secretary,
Winstone's Buildings, Auckland.

Witness—Pat Hally, Conciliation Commissioner.

LIST OF PARTIES CITED.

Alexander, D., Capitol Theatre Co., Dominion Road, Auckland.
Allen, D. H., Picture-theatre, Parnell Road, Auckland.
Amalgamated Theatres, Ltd., Winstone's Buildings, Auckland.
Arcadia Theatre Co., Ltd., Karangahape Road, Auckland.
Auckland Theatres, Ltd., Auckland.
Bouzaid, F., Greenlane Theatre, Auckland.
Bouzaid, —, Picture-theatre, Te Papapa, Auckland.
Cleave, A., jun., Picture-theatres, Panmure, Penrose, and Mangere, Auckland.
Edwards, G., Palais Theatre, Northcote, Auckland.
Fuller, John, and Sons, Ltd., St. James Theatre, Auckland.
Grand Theatre, Ltd., Pacific Buildings, Auckland.
Grey, C. M., Imperial Theatre, Kohimarama, Auckland.
Grey Lynn Theatre Co., Ltd., Pacific Buildings, Auckland.
Hayward's Ltd., Grand Theatre, Auckland.
Hill, E., Picturedrome, Milford, Auckland.
Hughes, —, Southern Cross Theatre, Ellerslie, Auckland.
Martinengo, G., Foresters' Hall, Birkenhead, Auckland.
Meikle, F., Avondale, Auckland.
Mills, F., Victoria Theatre, Devonport, Auckland.
National Pictures, Ltd. (R. Cleland), National Theatre, Auckland.
New Zealand Picture Supplies, Ltd., Pacific Buildings, Auckland.

- Oakley Browne, —, New Lynn Theatre, Auckland.
O'Brien, T. A. (Theatres Ltd.), Plaza Theatre, Auckland.
Onehunga Amusements, Ltd., Strand Theatre, Onehunga, Auckland.
Otahuhu Amusements, Ltd., Gaiety Theatre, Otahuhu, Auckland.
Punch, J., Ambassador Theatre, Point Chevalier, Auckland.
Quinn, J., The Cinema, Edendale, Auckland.
Reston, G. P., Palladium Theatre, Takapuna, Auckland.
Storey, G., Adelphi Theatre, Richmond Avenue, Auckland.
Tait, J. and N., His Majesty's Theatre, Auckland.
Tudor Theatre, Ltd., Pacific Buildings, Auckland.
Williams, T., Peerless Theatre, St. Helier's Bay, Auckland.
Williamson, J. C., Films (N.Z.), Ltd., New Regent Theatre, Auckland.
Williamson, J. C., Ltd., His Majesty's Theatre, Auckland.
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