

## CANTERBURY INDUSTRIAL DISTRICT.

**(10993.) CHRISTCHURCH (TEN-MILES RADIUS) MOTION-PICTURE  
PROJECTIONISTS.—AWARD.**

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

Amalgamated Theatres, Limited, State Theatre, Gloucester Street, Christchurch (State and Mayfair Theatres).

Belfast Pictures, Town Hall, Belfast.

British Dominion Films, Limited, Civic Theatre, Christchurch.

Christchurch Cinemas, Limited, Regent Buildings, Cathedral Square, Christchurch (Regent, Majestic, St. James, Tivoli, Grand, and Liberty Theatres).

Circuit Theatres, Christchurch.

Harbour Light Pictures, Lyttelton.

Hay's Limited, Gloucester Street, Christchurch.

J. C. Williamson Picture Corporation, Limited, Avon Theatre, Worcester Street, Christchurch (Avon, Plaza, Crystal Palace, and Theatre Royal Theatres).

Johnson's Fish Ponds, Opawa, Christchurch.

John Fuller and Son, Limited, St. James Theatre, Christchurch.

Joyland Pictures, George Street, New Brighton.

Kings Theatre (W. Foster), Colombo Street, Sydenham, Christchurch.

Papanui Pictures, Town Hall, Papanui, Christchurch.

Premier Pictures, Seaview Road, New Brighton.

Rialto Picture Theatre (O. Hills), Rialto Theatre, Kaiapoi.

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 19th day of January, 1938, 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 5th day of February, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

*Definitions.*

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 from the Chief Post-office, Christchurch.

(c) "Suburban theatres" shall include all theatres outside a radius of one mile of the Chief Post-office, Christchurch, and within a radius of ten miles of the Chief Post-office, Christchurch.

(d) "Continuous show" shall mean one in which a performance is given twice or more daily on six days in any one week.

*Wages and Hours.*

2. (a) Motion-picture projectionists employed within the city area in continuous picture-shows for a week not exceeding forty-two hours shall be paid not less than £4 19s. 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 shall be paid not less than £3 2s. 6d. per week.

(c) Casual projectionists shall be paid not less than 12s. 6d. for each performance in city theatres, or 7s. 6d. for each performance in suburban theatres, a performance not to exceed four hours.

(d) A worker shall be deemed to be employed as a casual worker if his engagement is not covered by subclauses (a) and (b) hereof; provided that with the consent of his employer an employee may (during absence through illness, holiday, 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 by the employer or his representative. No substitute shall be deemed to be a casual.

*Assistants.*

3. Where a projectionist is in charge 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.
(a) In city theatres—				
First year	.. .. .	0	17	6
Second year	.. .. .	1	2	6
Third year	.. .. .	1	7	6
Fourth year	.. .. .	1	15	0
Fifth year	.. .. .	2	2	6
Sixth year	.. .. .	2	10	0

(b) In suburban theatres: The wage to be paid to any assistant in suburban theatres shall be mutually arranged between the assistant and his employer.

*Overtime.*

4. 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 3s. per hour for the first ten hours in any one week and 4s. per hour thereafter.

Overtime for assistants shall be time and a half rates computed on the wages set out in clause 3 hereof, with a minimum rate of 9d. per hour.

*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' employment holidays proportionate to the period of service shall be allowed.

(b) Double rates shall be paid for all work done at the direction of the employer on Sundays, Christmas Day, Good Friday, Anzac Day, and up to 5 p.m. on Labour Day.

*Termination of Employment.*

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

*Deduction from Wages.*

7. No deduction shall be made from the wages of any worker in receipt of a weekly wage except for time lost through sickness, accident, or default, or by reason of the theatre being closed through circumstances over which the employer has no control.

*Matters not provided for.*

8. 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 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.*

9. (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.

*Under-rate Workers.*

10. (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 Awards 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.*

11. (a) This award shall operate within a radius of ten miles from the Chief Post-office, Christchurch.

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

*Term of Award.*

12. This award shall, in so far as it relates to wages, be deemed to have come into force on the 19th day of January, 1936, 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 19th day of January, 1938.

[L.S.]

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E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations arrived at by the Assessors in Conciliation Council.

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E. PAGE, Judge.