

CANTERBURY (EXCEPT CHRISTCHURCH, TEN-MILE RADIUS)
AND MARLBOROUGH **MOTION-PICTURE PROJECTIONISTS.—**
AWARD.

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

Canterbury.

Aitken, W., Triangle Theatre, Little River.
Amalgamated Theatres, Ltd., State Theatre, Timaru.
Burnett, L. A., Regent Theatre, Cheviot.
Cairns, T. E., 478 Colombo Street, Christchurch.
Carlton, C. E., Theatre, Southbridge, Rakaia.
Crewes, R. D., Amuri Theatre, Culverden.
Drummond and Potter, Town Hall, Leeston.
Fuller-Hayward Theatre Corporation, Majestic Theatre,
Ashburton.
Haigh, C., Regent Theatre, Rangiora.
Hills, H. O., Theatre Hall, Amberley.
Hughes, V. C., Mayfair Theatre, Kaikoura.
Knight, C. C., Municipal Theatre, Geraldine.
Lyceum Theatre Co., Majestic Theatre, Timaru.
Malvern Talkies, Ltd., Hall, Darfield.
Oxford Benevolent and Improvement League, Inc., Town
Hall, Oxford East.
Palmer and Cassidy, 12 Donegal Street, Belfast.
Smellie, B., Hanmer Springs.
South Canterbury Picture Co., Elite Theatre, Temuka.
Stone, Mrs. C. D., Hall, Methven.
Taylor, T. E., Odd Fellows Theatre, Akaroa.
Waimate Picture Enterprises, Ltd., Arcadia Theatre,
Waimate.
Williamson, J. C., Picture Corporation, Regent Theatre,
Timaru.

Marlborough.

Dawkins, R., Picton.
His Majesty's Pictures, Ltd., His Majesty's Theatre,
Blenheim.
Marlborough Picture Circuit, Box 166, Blenheim.
N.Z. Theatres, Ltd., Palace Theatre, Blenheim.

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 October, 1937, and shall continue in force until the 4th 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 22nd day of September, 1937.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Interpretation.

1. "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 the projectionist is employed, and care of all projection and sound apparatus in his

charge, including motive power and anything pertaining thereto, but shall not include cleaning, bill-sticking, or changing Neon signs.

Wages and Hours.

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

(b) Motion-picture projectionists employed in picture-theatres showing eight screenings per week, for a week not exceeding thirty-six hours, shall be paid not less than £5 2s. 6d. per week.

(c) Motion-picture projectionists employed in picture-theatres showing seven screenings per week, for a week not exceeding thirty-four hours shall be paid not less than £4 15s. per week.

(d) Motion-picture projectionists employed in picture-theatres showing six screenings per week, for a week not exceeding twenty-eight hours shall be paid not less than £4 5s. per week.

(e) Motion-picture projectionists employed in picture-theatres showing not more than five screenings per week, 15s. for each screening, with overtime rates after three and a quarter hours of any one screening.

(f) Casual projectionists shall be paid not less than 17s. for each performance, not exceeding four hours.

(g) A worker shall be deemed to be employed as a casual worker if his employment extends over a period of less than six days. If his aggregate continuous service from its commencement to its termination at the regular screenings of the theatre extend over a period of six days or more, he shall not be deemed a casual worker.

Assistants.

3. Projectionists' assistants may be employed up to forty 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
And thereafter, not less than ..	3	16	0

Provided that in theatres showing not more than five performances per week, assistants may be paid on rates of 3s. per performance and shall only be required to work the performance-hours.

Overtime.

4. All time worked in excess of the hours prescribed in this award 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 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 Sundays, Christmas Day, Good Friday, Anzac Day, and Labour Day, but for screening on Sundays the payment shall be not less than £1 5s. per screening.

Conditions of Employment.

6. (a) Except in the case of projectionists employed in picture-theatres for not more than four performances per week, 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) Deductions may be made from the wages of any worker for time lost by default of the worker or through sickness, accident, fire, earthquake, or epidemic.

(c) Vaudeville and other entertainments are exempt from the provisions of this award: Provided that the picture shows at such entertainments shall not extend over 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.

(d) In the case of a worker being transferred from a lower-class position to a higher-class position, he shall be paid the rate of wages prescribed for the higher-class position.

Disputes Committee.

7. The essence of this award being that the work of the employers shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or

difference as the same shall arise shall be settled between the particular employer concerned and 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.

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 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.

Workers to be Members of Union.

9. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of

workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Scope of Award.

10. This award shall operate throughout the Canterbury Industrial District, excluding that part thereof lying within a radius of ten miles from the Chief Post-office at Christchurch, and the Marlborough Industrial District.

Term of Award.

11. This award shall come into force on the 4th day of October, 1937, and shall continue in force until the 4th day of January, 1938.

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 22nd day of September, 1937.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The matters in dispute were principally those relating to wages and hours of work. These the Court has settled on the lines of the Dominion award, with amendments agreed on by the union and the parties to that award.

The members of the Court are not in full agreement on the questions decided, but have accepted the award without recording any specific dissent.

P. J. O'REGAN, Judge.