

WELLINGTON INDUSTRIAL DISTRICT **FILM-EXAMINERS.**—
AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand (except Northern, Nelson, and Westland) Theatrical and Places of Amusement and Related Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Film Exchanges Association of New Zealand (Inc.),
Crown Building, Cuba Street, Wellington.

British Empire Films (N.Z.), Ltd., 15 Courtenay Place,
Wellington.

Paramount Films, Ltd., Cuba Street, Wellington.

R.K.O. Radio Pictures A/sia Pty., Ltd., Evening Post
Building, Wellington.

Warner Bros. Pictures, Ltd., Plumbers Buildings,
Wakefield Street, Wellington.

Metro-Goldwyn-Mayer (N.Z.), Ltd., Hope Gibbons
Building, Dixon Street, Wellington.

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 20th day of January, 1942, 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 6th day of February, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Definition.

1. This award shall apply to all workers, male and female, employed as film-examiners and/or film-repairers, except that the provisions of this award shall not apply to workers covered by another award and who may occasionally assist in the work covered by the provisions of this award.

Hours of Work.

2. The ordinary hours of work shall not exceed forty per week, to be worked on five days, Monday to Friday inclusive, except that when absolutely necessary for the conduct of the business a skeleton staff may be employed on Saturday mornings between 8 a.m. and 12 noon; but any time worked in excess of forty hours per week shall be deemed to be overtime.

In cases where Saturday morning work is performed, the work shall be evenly rotated amongst the staff.

Wages.

3. The following shall be the minimum rates of wages:—

| | Per Week. | | | | | |
|------------------------------|-----------|----|----|--------|----|----|
| | Females. | | | Males. | | |
| | £ | s. | d. | £ | s. | d. |
| 16 years of age and under .. | 1 | 0 | 0 | 1 | 5 | 0 |
| 16 to 16½ years of age .. | 1 | 4 | 0 | 1 | 10 | 0 |
| 16½ to 17 years of age .. | 1 | 8 | 0 | 1 | 15 | 0 |
| 17 to 17½ years of age .. | 1 | 12 | 0 | 2 | 0 | 0 |
| 17½ to 18 years of age .. | 1 | 16 | 0 | 2 | 5 | 0 |
| 18 to 19 years of age .. | 2 | 0 | 0 | 2 | 15 | 0 |
| 19 to 20 years of age .. | 2 | 5 | 0 | 3 | 5 | 0 |
| 20 to 21 years of age .. | 2 | 10 | 0 | 4 | 0 | 0 |
| Thereafter .. | 2 | 15 | 0 | 4 | 15 | 0 |

Any worker who on the coming into force of this award is in receipt of higher rates of wages than set out herein shall not have his or her wages reduced whilst in the present employment.

Increase in Rates of Remuneration.

4. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

5. Any time worked outside the hours of work (clause 2 hereof) or in excess of eight hours in any one day or four hours on the day of the statutory half-holiday shall be deemed to be overtime and shall be paid for at the rates of time and a half.

Holidays.

6. For all work done on New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, and Boxing Day, double the ordinary rates shall be paid. Should any of the aforementioned holidays, except Anzac Day, fall on a Sunday, the following Monday shall be observed as an award holiday. For all work done on a Sunday, double the ordinary rate shall be paid.

Annual Leave.

7. (a) On completion of each twelve months' continuous service a worker coming within the scope of this award shall receive an annual holiday of seven working-days on full pay.

(b) Workers whose employment is terminated after three months' continuous service shall receive payment for annual leave on a *pro rata* basis.

(c) Holidays shall be given and taken within a period of three months from the time the holiday becomes due.

Payment of Wages.

8. Wages shall be paid weekly during working-hours and not later than Friday.

Term of Engagement.

9. All workers shall be engaged by the week unless longer periods are agreed upon. One week's notice of termination of engagement shall be given by either side.

Meals.

10. An interval of not less than three-quarters of an hour shall be allowed each worker for a meal. No worker shall be called upon to work more than four and a quarter hours without an interval being allowed.

Disputes.

11. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but 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 whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman

to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court within fourteen days after such decision has been made known to the party desirous of appealing.

Right of Entry upon Premises.

12. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union.

13. (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.)

Under-rate Workers.

14. (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.

Application of Award.

15. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

16. This award shall operate throughout the Wellington Industrial District.

Term of Award.

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 20th day of January, 1941, 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 20th day of January, 1942.

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 6th day of February, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the recommendations arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.
