

NEW ZEALAND MOTION-PICTURE OPERATORS—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; 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 union, persons, firms, and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Amalgamated Theatres Ltd., Queen Street, Auckland.
 Ambassador Picture Theatre Ltd., Pt. Chevalier, Auckland.
 Fuller, John, and Sons Ltd., care of Kerridge Theatres Ltd., Auckland.
 Fullers Theatre Corporation Ltd., care of Kerridge Theatres Ltd., Auckland.
 Gisborne Theatres Ltd., care of Majestic Theatre, Gisborne.
 Glen Eden Town Board, Town Hall, Glen Eden.
 Lyric Amusements Ltd., care of State Theatre, Auckland.
 New Zealand Theatres Ltd., Auckland.
 Popovic, G., Delta Theatre, New Lynn, Auckland.
 Williamson, J. C., Picture Corporation Ltd., care of Kerridge Theatres Ltd., Auckland.

TARANAKI INDUSTRIAL DISTRICT

New Plymouth Picture Theatres, care of Regent Theatre, New Plymouth.
 Pellett, W. R., Civic Theatre, Inglewood.
 Stratford Theatre Ltd., care of Kings Theatre, Stratford.

WELLINGTON INDUSTRIAL DISTRICT

Chapman, N. K., Cosy Theatre, Woodville.
 Eastbourne Amusements Ltd., Royal Theatre, Eastbourne.
 Empire Theatre Co. Ltd., Empire Theatre, Island Bay, Wellington.
 Hawke's Bay Amusements Ltd., care of Cosy Theatre, Hastings.
 Lamb, H. F., Empress Theatre, Johnsonville.
 Masterton Amusements Ltd., care of Cosy Theatre, Masterton.
 Napier Amusements Ltd., care of Regent Theatre, Napier.
 New Zealand Motion Picture Theatre and General Theatrical Industrial Union of Employers, 49–51 Courtenay Place, Wellington.
 Palmerston Amusements Ltd., care of Vogue Theatre, Palmerston North.
 Paramount Theatre, Courtenay Place, Wellington.
 Petone Amusements Ltd., care of State Theatre, Petone.
 Picture Supplies (N.Z.) Ltd., Majestic Theatre, Wellington.
 Princess Amusements Ltd., Princess Theatre, Manners Street, Wellington.
 Roxy Theatre Ltd., Manners Street, Wellington.
 Tivoli Investments Ltd., Tivoli Theatre, Wellington.
 Vinsen, L. R., Town Hall, Khandallah.
 Vogue Theatre Co., Brooklyn, Wellington.
 Wanganui Amusements Ltd., care of Regent Theatre, Wanganui.

MARLBOROUGH INDUSTRIAL DISTRICT

Blenheim Amusements Ltd., care of Palace Theatre, Blenheim.
 Howard, M. F., Albert Hall, Picton.

NELSON INDUSTRIAL DISTRICT

Lark, M. J., Majestic Theatre, Motueka.
 Nelson Amusements Ltd., care of Majestic Theatre, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Greymouth Amusements Ltd., care of Regent Theatre, Greymouth.
 Theatre Enterprises (Westland) Ltd., care of St. James Theatre, Westport.
 West Coast Cinemas Ltd., care of Regent Theatre, Hokitika.

CANTERBURY INDUSTRIAL DISTRICT

Carlton, C. E., Empire Theatre, Papanui, Christchurch.
Christchurch Cinemas Ltd., Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Amalgamated Theatres Ltd., care of Octagon Theatre, Dunedin.
Invercargill Amusements Ltd., care of Regent Theatre, Invercargill.
Regent Theatre Co. Ltd., care of Regent Theatre, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 1st day of December 1961 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 3rd day of February 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to operators and their assistants in all places where silent or sound films are exhibited.

Interpretation

2. (a) "Motion-picture-operator's work" shall consist of the projection of films, the preparation of films to be screened at the theatre in which the operator is employed, and the care of projection and sound apparatus in his charge, including motive power and anything pertaining thereto, together with all work directly connected with the presentation of the programme, including the playing of recorded music and screening of slides; but shall not include cleaning or bill-sticking.

(b) The operator shall also be responsible for the handling, receiving, and despatching of film within the precincts of the theatre, but not beyond the doors of the theatre, at which the operator is employed, the completion of the film operator's report, the slide advertising report, and the film quota book.

(c) All time occupied shall count as time worked.

Wages, Screenings, and Hours

3. (a) Motion-picture-operators employed in continuous picture shows and/or shows giving a minimum of two screenings a day, for a week not exceeding 40 hours, shall be paid not less than £14 11s. 9d. per week: Provided that the number of hours which may be worked without payment of overtime shall be seven and a half per day and not more than 40 per week.

(b) Motion-picture-operators employed in picture-theatres showing eight screenings per week shall be paid not less than £13 3s. 4d. per week for a week not exceeding 36 hours.

(c) Motion-picture-operators employed in picture-theatres showing seven screenings per week shall be paid not less than £11 11s. per week for a week not exceeding 32 hours.

(d) Motion-picture-operators employed in picture-theatres showing not more than six screenings per week shall be paid not less than 8s. 1½d. per hour, with a minimum payment as for four hours per screening for each screening, with overtime rates (at the rate of time and a half for the first four hours in any one week and double time thereafter) after four hours of any one screening.

(e) Casual operators shall be paid not less than 8s. 10½d. per hour, with a minimum payment as for four hours per screening for each screening, with overtime rates (at the rate of time and a half for the first four hours in any one week and double time thereafter) after four hours of any one screening.

(f) A worker shall be deemed to be employed as a casual worker if the employment extends over a period of less than six days.

(g) Where the regular operator employed pursuant to subclauses (a), (b), and (c) of this clause is not available, another operator may be employed under the terms of subclause (e) of this clause. The provisions of subclause (f) shall not apply in such circumstances.

(h) In the case of workers coming within the scope of subclause (b) of this clause the employer may, on giving one day's notice to the worker concerned, require that he shall work one extra screening on any day (other than a Sunday), but all time so occupied beyond the worker's prescribed weekly total of hours shall count as overtime: Provided that no worker shall be called upon under this provision to work more than one extra screening in any one week or more than 26 extra screenings in any one year.

For the purpose of this subclause the year shall be reckoned from the date of this award in the case of workers employed at the date of the award, and from the commencement of the employment in any other case.

(i) All hours and/or screenings actually worked on any of the prescribed holidays mentioned in subclause (a) of clause 8 shall count in calculating the total hours and/or screenings worked for the week: Provided that each of the prescribed holidays shall be deemed to be a day on which not less than the hours and/or screenings usually worked on that day of the week have been worked, although no work and/or screenings (or less hours and/or screenings than those usually worked on that day of the week) shall actually have been done or given.

Saturday Work

4. (a) Operators and assistants employed in theatres coming within the scope of subclause (a) of clause 3 of the award shall be paid one-quarter of a day's pay extra for work done on any Saturday.

"One-quarter of a day's pay" means one-fourth of a day's pay based on one-sixth of the normal weekly wage for a 40 hour week.

(b) Subject to the proviso contained in subclause (h) of clause 3, operators and assistants employed in theatres coming within the scope of subclause (b) of clause 3 shall be paid the extra rate for work done on Saturday in any week in which more than eight screenings are given.

(NOTE—The proviso provides for not more than 26 extra screenings in any one year without additional payment unless 36 hours are exceeded in which event the operator is paid overtime.)

(c) Operators and assistants in theatres showing seven screenings per week shall receive the extra payment for work done on Saturday in any week in which more than nine screenings are given.

Youth Assistants

5. (a) Operators' assistants may be employed up to 40 hours weekly, with overtime at the rate of time and a half for the first four hours and double time thereafter for all the time worked in excess of 40 hours in any week; but during the actual screenings operators' assistants shall be employed solely as assistant to the operator.

(b) The minimum weekly rates of wages payable to assistant operators shall be:

| | Per Week | | |
|------------------------------------|----------|----|----|
| | £ | s. | d. |
| From 16 to 17 years of age | 3 | 18 | 2 |
| From 17 to 18 years of age | 4 | 7 | 5 |
| From 18 to 19 years of age | 5 | 4 | 2 |
| From 19 to 20 years of age | 6 | 6 | 6 |
| From 20 to 21 years of age | 7 | 1 | 4 |
| And thereafter not less than | 11 | 3 | 10 |

Provided that in theatres showing not more than nine performances per week assistants may be paid on performance rates and shall be required to work only the performance hours. The performance rate shall be:

| | Per Performance | | |
|------------------------------------|-----------------|----|--|
| | s. | d. | |
| From 16 to 17 years of age | 9 | 2 | |
| From 17 to 18 years of age | 9 | 2 | |
| From 18 to 19 years of age | 10 | 5 | |
| From 19 to 20 years of age | 12 | 8 | |
| From 20 to 21 years of age | 14 | 2 | |
| And thereafter not less than | 22 | 5 | |

Requirements of Economic Stabilisation Regulations

6. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Overtime

7. (a) Except as otherwise provided in subclause (b) of this clause, all time and/or screenings worked outside or in excess of the hours and/or screenings as prescribed in clause 3 of this award shall count as overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) In the case of operators coming within the scope of subclause (c) of clause 3—

- (i) If one extra screening is given in any one week, the operator shall be paid for that week at not less than the rate prescribed in subclause (b) of clause 3, and in respect of that week he shall be treated as if he came within the scope of subclause (b) of clause 3 so far as hours and overtime are concerned.
- (ii) If more than eight screenings are given in any one week, the operator shall be paid for that week at not less than the rate prescribed by subclause (a) of clause 3, and in respect of that week he shall be treated as if he came within the scope of subclause (a) of clause 3 so far as hours and overtime are concerned.

Holidays

8. (a) For the purpose of this award the following days shall be recognised as holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof to be mutually arranged.

Workers employed in theatres coming within the scope of subclauses (a), (b), and (c) of clause 3 shall be entitled to a holiday on 2 January.

(b) If any of the holidays, other than Anzac Day, mentioned in subclause (a) shall fall on a Saturday or a Sunday, then in such case the next succeeding ordinary working-day shall be regarded as the holiday.

(c) For work done on any of the holidays named in subclause (a) of this clause (including days observed in lieu thereof), with the exception of Anzac Day, Good Friday, and Christmas Day, the worker shall be paid at double time rates: Provided, however, that if an extra screening permitted by subclause (h) of clause 3 is given on any of the days named in subclause (a) of this clause (including days observed in lieu thereof), with the exception of Anzac Day, Good Friday, and Christmas Day, an additional payment for such extra screening shall be made of the amount obtained by dividing the worker's weekly wage by his ordinary weekly number of screenings.

(d) For work done on Anzac Day, Good Friday, or Christmas Day the worker shall be paid at treble time rates.

(e) For the purposes of this clause in the case of operators and assistants employed in theatres coming within the scope of subclause (a) of clause 3, payment at double time rates means payment of a day's pay based on one-sixth of the normal weekly wage for a 40-hour week, with a minimum of 11s. 6d. in addition to the weekly wage. Payment of treble time means payment of two days' pay computed on the same basis with a minimum of 11s. 6d. in addition to the weekly wage.

(f) For the purposes of this clause in the case of operators and assistants employed in theatres coming within the scope of subclauses (b) and (c) of clause 3, payment at double time rates means payment of a day's pay with a minimum

of 11s. 6d. in addition to the weekly wage, and payment at treble time rates means payment of two days' pay with a minimum of 11s. 6d. in addition to the weekly wage.

(g) For the purposes of this clause in the case of operators and assistants other than those referred to in subclauses (e) and (f) of this clause, payment at double time rates means payment of twice the amount that would be payable if the work were performed on an ordinary working-day, and payment at treble time rates means payment of three times the amount that would be payable if the work were performed on an ordinary working-day, with a minimum of 11s. 6d. in either case.

(h) Workers employed in theatres coming within the scope of subclause (d) of clause 3 shall be paid as for an ordinary day if they are not required to work on any of the holidays mentioned in subclause (a) of this clause (including days observed in lieu thereof) if the holiday falls on a day that would otherwise be a normal working-day for such worker.

Sundays

9. (a) For each screening on a Sunday, an operator shall be paid 25 per cent of the weekly rate specified in subclause (a) of clause 3.

If an assistant operator is employed on a Sunday screening he shall be paid 25 per cent of the appropriate weekly rate specified in subclause (b) of clause 5.

(b) When the time worked at a Sunday screening extends beyond 3¼ hours the operator and the assistant operator if employed shall be paid one-sixth of the appropriate rates set out in subclause (a) for each half-hour or part thereof beyond three hours.

(c) The payments provided in this clause include an allowance for travelling expenses, but if after a Sunday screening public wheeled traffic has ceased the employer shall provide transport for the worker from his work to his place of residence.

(d) The regular operator employed in a theatre shall be given first option to accept each Sunday screening engagement, but no operator shall be under any obligation to work on a Sunday unless he has previously accepted an engagement.

(NOTE—The rates and conditions set out in this clause take into account the fact that weekly workers in this industry may be required to work on six days of the week.)

Annual Holidays

10. (a) Three weeks' annual holiday on ordinary pay shall be allowed all workers under this award employed in theatres coming within the scope of subclause (a) of clause 3.

(b) The provisions of the Annual Holidays Act 1944 and its amendments shall, with the necessary modifications, apply to all workers and employers covered by this award: Provided, however, that in the case of workers coming within the scope of subclause (a) of this clause the Act shall be deemed to apply as if it provided for three week's annual holidays and as if the references in the Act to one twenty-fifth of ordinary wages were references to three-fiftieths.

(c) It shall be the responsibility of the employer to arrange for a relieving operator to be available in order to allow an operator to take his annual holiday according to the Annual Holidays Act.

Previews and Midnight Matinees

11. (a) *Previews*—All work performed at previews shall count as hours worked: Provided that work performed at all previews commencing any time between 10 p.m. and 12 midnight and/or terminating after midnight, or held on Sundays or on any of the holidays mentioned in clause 8 (including days observed in lieu thereof), with the exception of Anzac Day, Good Friday, and Christmas Day, shall be paid for at not less than £2 0s. 3d. per preview.

(b) *Midnight Matinees*—All work performed at midnight matinees shall be paid for at not less than £2 0s. 3d. per screening. A midnight matinee shall be a performance commencing any time between 10 p.m. and 12 midnight and/or terminating after midnight.

(c) For all time worked in excess of four hours in connection with any midnight matinee, double rates for such excess time shall be paid.

“Double time rates” for the purpose of this subclause shall mean payment of twice the ordinary hourly rate computed on the basis of the ordinary weekly wage prescribed in this award for workers employed in theatres coming within the scope of subclause (a) of clause 3 of this award.

(d) If, after a preview or midnight matinee, public wheeled traffic has ceased, the employer shall provide transport for the worker travelling from his work to his place of residence.

Payment of Wages, etc.

12. (a) Wages shall be paid weekly in cash in the employer’s time not later than Thursday and in the premises of the employer where the worker is employed. Each worker shall have access to the wage book and may extract therefrom the details relating to his wages.

In the case of operators who are called upon to wait in their own time for payment of wages they shall be paid waiting-time at the rate of 3s. 6d. per hour or part thereof.

In the case of assistants who have to wait for payment they shall be paid waiting-time of 1s. 11d. per hour or part thereof.

(b) Except in the case of operators 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.

(c) Deduction may be made from the wages of any worker for time lost by default of the worker or through sickness or through accident or through fire, earthquake, or epidemic.

(d) Wages for the prescribed holidays and wages for work performed on holidays or Sundays shall be paid on the first regular pay-day following the holiday or Sunday.

Conditions of Employment

13. (a) All operators shall be allowed one half-hour before the commencement of the performance for preparation of the plant.

(b) A reasonable period of time shall be allowed the operator for screening the number of slides to be exhibited during the interval.

(c) A modern first-aid emergency outfit, fully equipped, shall be kept in the projection box.

(d) Operators and assistant operators employed in theatres covered by subclauses (a), (b), and (c) of clause 3 hereof shall be supplied with a coat or overall to be replaced each year if necessary. The clothing shall remain the property of the employer and shall be laundered and kept in repair by the worker.

(e) Suitable protection in or adjacent to the projection box shall be provided for clothing.

(f) All necessary tools and dusting or cleaning cloths shall be supplied by the employer.

(g) The floor of every projection box shall be covered with a suitable covering in theatres showing six or more screenings per week.

Meal-money

14. Any worker employed continuously for two consecutive sessions comprising shoppers' session and evening session shall be paid 5s. meal-money.

Ventilation and Sanitary Arrangements, etc.

15. With the object of improving and/or providing toilet and sanitary facilities for theatre operators and ensuring adequate ventilation of projection boxes where and at such times as it is reasonably practicable to do so, the parties to this award agree that a national committee comprising three representatives of the workers' industrial association and three representatives of the employers shall be established forthwith, and that this committee shall be empowered to recommend to the employer the nature of the improvement it considers to be practicable and necessary.

This committee shall also be empowered to recommend to the employer where it considers it to be necessary, the employment of additional assistance in any projection box of theatres operating multiple projection and sound system.

Right of Entry

16. The secretary of the union or other authorised representative appointed by the secretary shall be permitted to interview workers at their place of employment on any one day in each week at a suitable time to be mutually arranged.

Disputes Committee

17. The essence of this award being that the work of the employer 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, 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. The committee shall meet within six weeks from the date on which the dispute is referred to the Conciliation Commissioner. Either side shall have the right to appeal to the Court within 14 days after such decision has been made known to the party desirous of appealing.

Copy of Award

18. The employer shall place a copy of this award on the wall of the operating-box.

Workers to be Members of Union

19. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 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 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

(d) Upon application by the secretary of the union in the district, the employer shall supply by mail within 21 days, the names, private addresses, and occupations of all workers in his employ who are engaged on work coming within the scope of this award, but the employer shall not be obliged to supply such information more often than once in every three months.

Application of Award

20. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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 districts to which this award relates.

Exemptions

21. Vaudeville and other entertainments shall be exempt from the provisions of this award, provided that picture-shows at such entertainments shall not extend over 40 minutes. Should pictures shown at such entertainments extend over a longer period than 40 minutes, then and in such case the provisions of this award shall apply.

Scope of Award

22. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

23. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the first working-week on or after the 22nd day of December 1959, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of December 1961.

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 3rd day of February 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.