

(8259.) WELLINGTON (TEN-MILES RADIUS) FRONT-OF-HOUSE EMPLOYEES IN THEATRES, PICTURE-SHOWS, ETC.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District. — In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Wellington Theatrical Stage Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

J. C. Williamson (N.Z.), (Limited).

J. and N. Tait (Bert Royle, New Zealand representative,  
Grand Opera House, Wellington).

John Fuller and Sons (Limited).

Hugh J. Ward Theatres Proprietary (Limited), 43 Cuba Street,  
Wellington.

Wellington Amateur Operatic Society (Mr. Vance, care of Atlas  
Insurance Company, Wellington).

South Wellington Investment Company (Limited), Our Theatre,  
Newtown.

- New Zealand Picture Supplies (Limited)—  
 Star Theatre, Newtown.  
 Empress Theatre, Willis Street, Wellington.  
 Strand Theatre, Manners Street, Wellington.
- De Luxe Theatre Company (Limited)—  
 De Luxe Theatre, Courtenay Place, Wellington.  
 King's Theatre, Dixon Street, Wellington.  
 Queen's Theatre, Cuba Street, Wellington.
- H. L. Wilson, Tivoli Theatre, Manners Street, Wellington.
- G. G. Johnston—  
 Paramount Theatre, Courtenay Place, Wellington.  
 Britannia Theatre, Manners Street, Wellington.
- D'Arcy Allen—  
 Artercraft Theatre, Molesworth Street, Wellington.  
 Princess Theatre, Manners Street, Wellington.
- Short's Pictures (Limited), Short's Theatre, Willis Street, Wellington.
- New Zealand Entertainers (Limited), (A. R. Shepherd, Manager),  
 Tivoli Theatre, Manners Street, Wellington.
- The Secretary, Boxing Association, 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

from the 13th day of July, 1925, and shall continue in force until the 13th day of July, 1927, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 29th day of June, 1925.

[L.S.]

F. V. FRAZER, Judge.

## SCHEDULE.

### PART I.—CONTINUOUS PICTURE-SHOWS.

#### *Definition.*

1. A "continuous" picture-show means one in which a programme is shown twice or more daily.

#### *Hours of Work.*

2. The hours of work in continuous picture-shows may be fixed by the employer, but shall not, in the case of ticket-sellers, substantially employed as such, exceed thirty-two hours per week, and in the case of other workers shall not exceed thirty-six hours per week.

#### *Wages.*

3. (a.) In continuous picture-shows the rates of wages of workers shall be not less than the following, namely:—

	£	s.	d.	
Adult male workers ..	2	10	0	per week.
Adult male workers ..	0	4	0	per performance.
Females and youths ..	1	12	6	per week.
Females and youths ..	0	4	0	per performance.

(b.) A casual worker shall be paid according to the time worked at the rate of wages above provided for the class of work, with 25 per cent. of such wages added thereto.

### PART II.—NIGHT SHOWS.

#### *Hours of Work.*

4. (a.) Night shows (not including continuous-picture theatres): Ticket-sellers, two and three-quarter hours nightly, two hours afternoon performance; theatre-attendants, from 6.45 p.m. to clearing of house and covering of seats. A week's work shall consist of six evening performances and one afternoon performance.

(b.) Extra performances shall be paid for at performance rates.

*Wages.*

5. (a.) The minimum rate of wages for ticket-sellers, ticket-takers, ushers, barriermen, and packers shall be 4s. per performance.
- (b.) Casuals shall be paid not less than 5s. per performance.
- (c.) Overtime rates shall be paid at the rate of time and a half for all time worked in excess of the hours respectively prescribed in clause 4 and subclause (d) hereof.
- (d.) Matinees under this clause shall be paid for at the same rate as for night performances; and should any worker be called upon to commence work before 1 p.m., overtime rates shall be paid for such work done before 1 p.m. The ordinary hours of work at matinees in the case of theatre-attendants shall cease on clearing of house, but not later than 5 p.m.

## PART III.—CARETAKERS AND CLEANERS.

6. (a.) The work of a caretaker shall include the cleaning of theatre, opening and closing of doors and windows, and the proper care of and responsibility for the employers' property in and about the theatre.

(b.) The minimum weekly rate of wages shall be £3 17s. for an ordinary week's work of forty-eight hours: Provided that if required to act as ticket-taker or usher, day or night, he shall be paid an additional sum of 12s. 6d. per week.

(c.) Cleaners (other than caretakers) shall be paid at the rate of 1s. 6d. per hour.

(d.) Caretakers, when directed by employers to work on Sundays, shall be entitled to count such time worked as double ordinary time when computing the forty-eight-hour week.

(e.) Should the theatre be used for any purpose on a Sunday or Anzac Day, the caretaker shall be paid, in addition to his weekly wage, a further sum of 10s. for one meeting; two meetings, 15s.; three or more meetings, or continuous for five hours or more, £1 5s. This is for opening and closing the theatre only, and being in attendance to look after his employer's property while the meeting is in progress.

(f.) Caretakers shall be allowed ten days' holiday on full pay on completion of each twelve months' continuous service. Caretakers and cleaners required to work on Christmas Day, Good Friday, or Anzac Day shall be paid double rates.

## PART IV.—GENERAL CONDITIONS.

*Duties.*

7. Theatre-attendants shall undertake any duties coming within the scope of front-of-house duties that may be allotted to them by the employer: Provided that this clause shall not permit the employment of these workers as cleaners or caretakers.

*Uniforms.*

8. Uniforms, where required to be worn, shall be supplied by employers.

*Payment for Call.*

9. Where a worker has been specifically ordered to report for employment at any house, and has not been given at least twelve hours' notice that his services will not be required, then such worker shall be paid a minimum rate of 2s. to cover out-of-pocket expenses.

*Overtime.*

10. Except where otherwise specially provided, any time worked in excess of ordinary hours of work herein provided shall be paid for at the rate of time and a half.

*Holidays.*

11. (a.) For work done on Sundays, Christmas Day, Good Friday, Anzac Day, and prior to the usual evening duties on Labour Day, all workers coming within the scope of this award shall be paid double ordinary rates.

(b.) Workers regularly employed during the daytime, on completion of twelve months' service, shall be granted one week's holiday on full pay.

(c.) A worker completing six months' service and his or her employment terminating shall be granted pay in lieu of holidays in the same proportion, according to the length of his or her service.

*Casuals.*

12. (a.) A casual is one employed for a period not exceeding one week or less than six consecutive performances.

(b.) No substitute shall be deemed to be a casual worker.

*Payment of Wages.*

13. All wages shall be paid weekly to permanent employees during the performance. Casual employees shall be paid weekly or on the completion of their engagement. Wages shall be paid not later than Friday in each week.

*Term of Engagement.*

14. All engagements, other than casual, shall be weekly, and shall be terminated by forty-eight hours' notice on either side.

*Preference.*

15. (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 three 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 6d. per week.

(c.) Each applicant for membership under this clause shall, if required, produce satisfactory references of good character and sober habits.

*Matters not Provided for.*

16. 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 an 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.

*Scope.*

17. This award shall operate within a radius of ten miles from the Chief Post Office at Wellington, and shall apply only to the employers named herein and their respective successors in business, and to such other employers as the Court by special order shall hereafter direct to be added to as parties.

*Term of Award.*

18. This award shall come into force on the 13th day of July, 1925, and shall continue in force until the 13th day of July, 1927.

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 29th day of June, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The Court has recast the form of the award, and has settled the clauses in dispute partly on the lines of the expired award, which represented the agreement of the parties, and partly on the lines of recent awards in other districts. The matter of the inclusion of certain suburban picture-theatres has been left open.

F. V. FRAZER, Judge.