

(8358.) NORTHERN INDUSTRIAL DISTRICT STAGE EMPLOYEES.—  
AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Stage Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Fuller, John, and Sons, Opera House, Auckland.

Moodabe, M., Hippodrome Theatre, Queen Street, Auckland.

New Zealand Picture Supplies (Limited), Strand Theatre  
(P. Hayward, Manager), Auckland.

Sinclair, Lewis, King's Theatre, Newton, Auckland.

Tait, J. and N. (Limited), His Majesty's Theatre, Auckland.

Williamson, J. C. (Limited), His Majesty's Theatre, Auckland.

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 22nd day of December, 1926, 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 6th day of October, 1925.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

(Dramatic, comedy, touring, vaudeville, pictures, &c.: Provided that nothing in this award shall apply to permanent picture entertainments where not more than fifty minutes in each performance is occupied in carrying out duties covered by this award.)

#### *Hours of Work.*

1. (a.) Except as otherwise provided, the hours of work of permanent and casual employees shall be from 9 a.m. to 5 p.m., with one hour off for a meal between 12 noon and 2 p.m., and from 7.30 p.m. until fall of curtain and clearing of stage. When no performance is given one hour shall be allowed for tea, between 5 p.m. and 6 p.m., and overtime rates shall be payable thereafter.

(b.) One half-hour shall be allowed for supper, between 11 p.m. and 11.30 p.m., and one hour for breakfast, between 7 a.m. and 9 a.m., and on matinee days one hour and a half for lunch.

(c.) The hours of work for male and female dressers shall commence half an hour before the rising of the curtain, and cease fifteen minutes after the final fall of the curtain.

(d.) The hours of work of stage-door keepers shall be from 9 a.m. till 12 noon, from 1 p.m. until 4 p.m., and from 6.45 p.m. until twenty minutes after the fall of the curtain. Any time worked in excess of ten hours in any one day shall be reckoned as overtime.

(e.) The ordinary working-hours of night hands shall commence half an hour before the rising of the curtain, and shall continue until the stage is finally cleared (which is compulsory). All work done after the fall of the curtain, other than clearing the stage, shall be paid for at overtime rates after 11 p.m. Reasonable facilities shall be provided for meals.

(f.) One man connected with the light department must be in the theatre at least one hour before the rising of the curtain, and he shall be responsible for the electric lights in the front of the house.

(g.) The weekly hours for touring workers shall be forty-eight.

*Wardrobe Department.*

6. Employers shall provide all accessories to the working of the wardrobe department.

*Stage-door Keepers.*

7. When a stage-door keeper is employed for one week or more he shall be granted one half-day off on full pay each week.

*Definitions.*

8. (a.) "Mechanist and resident carpenter" must be competent to take charge.

(b.) "First mechanist" must be thoroughly conversant with and a competent worker in all branches of his department.

(c.) "Second mechanist" shall be able to keep in repair, supervise transport, and conduct all performances proficiently.

(d.) "First propertyman" must be thoroughly conversant with and a competent worker in all branches of his department.

(e.) "Second propertyman" shall be able to keep in repair, supervise transport, and conduct all performances proficiently.

(f.) "First travelling or resident electrician" must be thoroughly conversant with and a competent worker in all branches of his department.

(g.) "Second travelling or resident electrician" shall be able to keep in repair, supervise transport, and conduct all performances proficiently.

(h.) Switchboard and perch attendants' work shall be confined to their switchboards and perches respectively. One man must take charge of the show when no travelling electrician attends.

(i.) "Performance" shall constitute the actual work done in connection with the scenery, properties, effects, lights, advertising-curtain, and wardrobe of the particular piece which is being performed on that occasion, and all work done during a performance which is not actually in the production of the piece shall be paid for at the rate of 2s. 2d. an hour.

(j.) Matinees shall count as performances.

(k.) In all cases where two or more men are working a side, one man shall be considered in charge.

(l.) Scenic artists' assistants employed by parties to this award shall come under the same conditions and rates of pay as casual labourers.

*Casual Workers.*

9. (a.) A "casual" means a man employed for less than a week's work, and in the case of night hands means a man employed for less than six consecutive performances.

(b.) When a man is employed for only one or two nights in order to enable others to go ahead, such substitute shall be paid 1s. per night extra.

*General Conditions.*

(To apply to all branches.)

10. (a.) *Half-holiday*.—On the day of the employees' weekly half-holiday permanent employees shall only be employed for four hours.

(b.) *Holidays*.—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.

(c.) All permanent employees, including night hands, 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.

(d.) Twenty-four hours' notice shall be given by either side in the case of casual night hands.

(e.) All moneys due to employees shall be paid weekly before they leave the theatre at the completion of their week's work, and during the performance. Should any employee be discharged or compelled to leave his employment before the end of the week he shall be paid all moneys due to him up to the time of his leaving the employment prior to his departure from the theatre.

(f.) Heads of departments shall not be allowed to pay assistants out of their own salaries.

(g.) The mechanical, lighting, wardrobe, and property departments shall be separate departments, and no person shall hold more than one position in any one department at the one time, except during transport where necessary. (This paragraph shall not apply to permanent vaudeville.)

(h.) No person engaged as a private dresser shall act as general dresser for other members of any company.

(i.) No person employed as an electric-light or calcium-light operator shall work more than one light or arc during any one performance, except when necessary on the perch, when two lights shall be the maximum. (This paragraph shall not apply to permanent vaudeville.)

(j.) The union may keep at each theatre a list, to be called the "employment-list," wherein shall be entered the names of all workers for the time being out of employment.

(k.) All labour shall be engaged through the medium of the secretary of the union or his representative, if he is in the precincts of the theatre.

(l.) No person, unless a member of the union, shall be allowed to handle scenery, counterweights, or in any way work in any of the departments covered by this award, provided competent unionists are available. (This paragraph shall not apply to a manager, director, or *bona fide* stage-manager substantially employed as such.)

(m.) Any member of the union holding a position as caretaker or cleaner shall not work effects or scenery, except as a night hand or

during transport, and shall not enter into competition with any member of the union engaged behind the scenes during the day where the workers concerned are equally competent to perform the work required to be done.

(n.) Men working counterweights shall rank as flymen. (This paragraph shall not apply to permanent vaudeville.)

(o.) The management shall not require men engaged as night hands or permanent hands to assist artists as performers before the audience in their turns, or to play a part or parts in any performance.

(p.) When a head flyman is engaged in travel in New Zealand the recognized residential head flyman in each of the four centres shall be paid 1s. per performance above the usual night-hand rate. The head flyman shall be selected by mutual arrangement between the union and the employer concerned.

(q.) Any complaints or reports as to the conduct of members shall be submitted to the secretary not later than one week after such act necessitating the report or complaint.

(r.) Men working "bosun's chair" or swing-scaffold shall be paid 2s. extra per performance.

(s.) No mechanic or head of any department on tour shall employ any person who pays or causes to be paid by underhand methods his or her own fare from town to town for the purpose of obtaining employment.

(t.) In the event of a dispute arising during the period this award is in existence as to the interpretation of any of the clauses hereof, or to any matters pertaining to the working, or to the rates of wages, &c., and the parties not being able to agree, a special meeting shall be arranged between the parties or their representatives and the District Conciliation Commissioner, who shall arbitrate, and whose decision shall be final, subject to the right of any party aggrieved by such decision to appeal to the Court within fourteen days after such decision shall have been given, upon giving seven days' notice of appeal to the opposite party.

#### *Preference.*

11. (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.

*Scope of Award.*

12. This award shall operate throughout the Northern Industrial District.

*Term of Award.*

13. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of August, 1925, 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 22nd day of December, 1926.

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 October, 1925.

[L.S.]

F. V. FRAZER, Judge.

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MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.

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