

(10725.) AUCKLAND THEATRICAL AND STAGE EMPLOYEES.—  
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 28th day of December, 1934, between the Auckland Stage Employees' Industrial Union of Workers (hereinafter called "the union") of the one part, and The Frank Neil Revue Co. (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement, or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

## SCHEDULE.

DRAMATIC, COMEDY, VAUDEVILLE, ENTERTAINMENTS, AND PICTURES,  
ETC., WHETHER PERMANENT OR TOURING.

*Hours of Work.*

1. (a) Except as otherwise provided, the hours of work of weekly and casual workers shall be from 9 a.m. to 5 p.m. with one hour 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, and one hour for tea between 5 p.m. and 6 p.m.

(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 doorkeepers shall be from 9 a.m. to 12 noon, from 1 p.m. to 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.

(h) The hours of work for wardrobe women (casual workers) engaged in making and mending and benzine cleaning and canvas-sewing shall be from 9 a.m. to 5 p.m., with one hour for lunch.

(i) The engagement of casual labour shall commence and terminate at the theatre.

## Wages.

2. (a) The following shall be the minimum rates of wages payable to the undermentioned classes of workers:—

	Touring (per Week).	Resident Permanent (per Week).	Resident Casual (per Day).	Resident Casual (per Hour).	Night Hands (per Per- formance).
	£ s. d.	£ s. d.	s. d.	s. d.	s. d.
First mechanist .. ..	7 17 6	6 2 6	..	2 7	12 0
Second mechanist .. ..	7 2 6	5 7 6	..	2 5	10 0
Other mechanist .. ..	6 12 6	..	..	2 3	..
Transport men in charge .. ..	..	..	..	2 7	..
Other transport men .. ..	..	..	..	2 3	..
Flyman .. ..	6 12 6	..	..	..	..
Head .. ..	..	..	..	..	12 0
In charge of side .. ..	..	..	..	..	10 0
Others .. ..	..	..	..	..	8 0
In charge of rigging produc- tion .. ..	..	..	..	2 7	..
Assistant, rigging production .. ..	..	..	..	2 3	..
First property-man .. ..	7 7 6	5 12 6	..	..	12 0
Second property-man .. ..	6 12 6	4 17 6	..	..	10 0
Night hand acting as second property-man .. ..	..	..	..	..	9 0
Other property-men .. ..	6 2 6	..	..	2 3	8 6
First electrician .. ..	7 7 6	..	..	..	12 0
Second electrician .. ..	6 12 6	..	..	..	10 0
Other electricians .. ..	6 2 6	..	..	2 7	..
Electric wiremen .. ..	..	..	..	2 5	..
Switchboard-attendant .. ..	..	..	..	..	11 0
Perch, spot (wherever operated), and dome light operators .. ..	..	..	..	..	8 6
Other lighting department hands .. ..	..	4 12 6	..	2 3	8 0
Man running gas-engine or generator exclusively .. ..	..	..	..	..	11 0
Wardrobe-master .. ..	5 17 6	4 12 6	18 0	..	..
Wardrobe-mistress .. ..	5 7 6	4 2 6	15 6	..	..
Other wardrobe hands .. ..	4 17 6	..	13 0	..	..
Wardrobe-women employed in making and mending .. ..	..	..	..	1 7	..
Wardrobe-women employed in benzine cleaning, canvas-sew- ing, &c. .. ..	..	..	..	1 10	..
Dressers (male) .. ..	..	..	..	..	8 0
Dressers (female) .. ..	..	..	..	..	7 0
Stage-door keeper (from 6.45 p.m.) .. ..	..	4 2 6	..	2 3	8 0
Stage-hands (all performances) .. ..	..	4 7 6	..	..	8 0

(b) In the event of any worker being sent ahead in charge, or being left behind in charge, he shall be paid 2s. per day extra while so acting.

(c) In the event of there being no second mechanist travelling the flyman shall rate as second mechanist.

(d) Casual workers: 'Casual workers' time shall commence from the time they are directed to attend for work and actually attend, whether work is ready to be commenced or not, and shall be paid for not less than two hours.

(e) Dress rehearsals of three hours and a half or less shall be paid at performance rates, thereafter overtime rates.

(f) No deduction shall be made from the weekly wages herein specified except for time lost through sickness, accident not connected with the employment, or default of the worker; but in the case of a worker on tour outside his home town no deduction shall be made except for time lost through the default of the worker.

#### *Travelling.*

3. (a) Employees shall travel to and fro first class, whether by boat, rail, or otherwise, and shall be paid full salary up to and including the time of arrival at their home town.

(b) Sleeping-accommodation shall be provided for all workers on tour.

#### *Overtime.*

4. (a) All time worked in excess of forty-eight hours in any one week in the case of touring workers shall be paid for at the rate of time and a half. All time occupied in travelling between 9 a.m. and 5 p.m. shall be included in the calculation of the forty-eight hours.

(b) All time worked outside or in excess of the specified daily hours in the case of other workers shall, unless otherwise provided, be paid for at the rate of time and a half for the first three hours and double time thereafter.

(c) Twenty-four hours' notice shall be given to each employee required to work overtime after the performance.

#### *Wardrobe Department.*

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

#### *Stage-door Keepers.*

6. 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.*

7. (a) "First mechanist" is a worker who is engaged to take full charge.

(b) "Second mechanist" shall keep in repair, supervise transport, and assist in the proficient working of all performances.

(c) "First property-man" is a worker who is engaged to take charge of his department, and shall (if required) assist in transport.

(d) "Second property-man" shall keep the properties in repair, assist (if required) in transport, and assist in the proficient working of all performances.

(e) "First electrician" is a worker engaged to take charge of the lighting department, and shall (if required) assist in transport.

(f) "Second electrician" shall be able to keep in repair, assist (if required) in transport, and assist in the proficient working of the lighting department.

(g) "Performance" shall constitute the actual work done in connection with the scenery, properties, effects, lights, 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. 3d. per hour.

(h) Matinees shall count as performances.

(i) Switchboard-attendants' work shall be confined to their switchboards. One man must take charge of the show when no travelling electrician attends.

(j) In the event of no second man touring, one local man shall be appointed to act as second man. This clause shall apply to all departments.

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

#### *Casual Workers.*

8. (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).*

9. (a) All weekly and permanent employees shall have one half-holiday per week. On the day of the employees' half-holiday not more than four hours shall be worked. In the case of touring workers, where it is not convenient for the employer to give the half-holiday, one half-day's pay shall be granted in lieu of the half-holiday; a half-day's pay to be reckoned at the rate of time and a half.

(b) *Holidays*.—For work done on Sundays and statutory holidays double time shall be paid to all workers coming within the scope of this agreement.

(c) Time occupied in travelling on Sundays and statutory holidays shall be paid for at double ordinary rates.

(d) 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.

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

(f) 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 leaving the employment prior to his departure from the theatre.

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

(h) 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.

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

(j) No person employed as an electric arc-light or flood-light operator shall work more than one such light during any one performance, except when necessary on the perch, when two lights shall be the maximum.

(k) 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.

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

(m) No person, unless a member of the union, shall be allowed to handle scenery, counter-weights, or in any way work in any of the departments covered by this agreement provided competent unionists are available.

(n) 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.

(o) Men working counter-weights shall rank as flymen. Flymen's duties to be confined to the fly-floor or counter-weights.

(p) 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.

(q) 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 over the usual night-hand rate. The head flyman shall be selected by mutual arrangement between the union and the employer concerned.

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

(s) No person shall be employed on tour who pays or causes to be paid his or her own fare from town to town for the purpose of obtaining employment.

(t) All necessary cartage of tool-boxes shall be paid for by the employer.

(u) In no case shall any worker be required to work for a longer period than five hours without refreshments being provided or time being allowed off to secure same. In all cases where it is found impossible for workers to be allowed off for a meal the employers shall provide a meal for each of such workers.

(v) The proprietors of each theatre shall supply a first-aid outfit to be kept in a conspicuous place. Such outfit to be kept supplied with the appliances necessary to such an outfit.

(w) The employer shall provide means of transport for workers to their homes after ordinary means of transport have ceased.

#### *Preference.*

10. (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 twenty-four hours 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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

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

*Scope.*

11. This agreement shall operate throughout the Northern Industrial District.

*Interpretation.*

Any matter incidental to or arising out of the agreement shall be determined by a Committee consisting of two (2) representatives appointed by each party to the agreement. In the event of no agreement being arrived at the matter shall be referred to the Conciliation Commissioner for the district, whose decision shall be final.

*Term of Agreement.*

This agreement shall come into force on the 28th day of December, 1934, and shall remain in force until the 27th day of December, 1935.

In witness whereof the parties hereto have executed these presents on the day and year first above written.

Signed on behalf of the Auckland Stage Employees' Industrial Union of Workers (Reg.)

[SEAL.]

C. P. BALL, President.

R. M. PEARSON, Secretary.

Witness to the above signatures—A. E. CONWAY.

Signed on behalf of the Frank Neil Revue Co.—

EDDIE McDONALD, Manager.

Witness to the above signature—WM. JOHNSTONE.