

(11279.) NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND  
SOUTHLAND **STAGE EMPLOYEES.**—AWARD.

In the Court of Arbitration of New Zealand, Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the New Zealand Federated Theatrical and Places of Amusement Employees' Industrial Association of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

*Auckland*—

J. C. Williamson (N.Z.), Ltd., His Majesty's Theatre.  
J. C. Williamson Picture Corporation, Ltd.  
J. and N. Tait, Ltd., His Majesty's Theatre.  
John Fuller and Sons, Ltd., St. James Theatre.  
Fuller-Hayward, St. James Theatre.  
Amalgamated Theatres, Ltd. (M. Moodabe).  
Amateur Operatic Society, 212A Victoria Arcade, C. 1.

*Wellington*—

J. C. Williamson (N.Z.), Ltd., Grand Opera House.  
J. C. Williamson Picture Corporation, Ltd.  
J. and N. Tait, Grand Opera House.  
John Fuller and Sons, St. James Theatre.  
Kemball Theatres, Ltd., 15 Courtenay Place.  
De Luxe Theatre Co., 15 Courtenay Place.  
Amalgamated Theatres, Ltd.  
Wellington Operatic Society.  
N.Z. Theatrical Proprietors and Managers' Industrial Association  
of Employers, Grand Opera House, Wellington.

*Canterbury*—

J. C. Williamson (N.Z.), Ltd., Theatre Royal, Christchurch.  
J. C. Williamson Picture Corporation, Ltd., Christchurch.  
John Fuller and Sons, Ltd., St. James Theatre, Christchurch.  
Civic Theatre, Christchurch City Council, Christchurch.

Radiant Hall, care of Claude Evans, T. and G. Building,  
Christchurch.

Christchurch Cinemas, Ltd., care of G. Brass, Regent Building,  
Christchurch.

Caledonian Hall, care of G. Brass, Regent Building, Christchurch.

Amateur Operatic Society, care of G. Donaldson, Art Gallery,  
Christchurch.

Amalgamated Theatres, Ltd., Christchurch.

*Otago-Southland—*

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

J. C. Williamson Picture Corporation, Ltd.

John Fuller and Sons, Ltd.

Amalgamated Theatres, Ltd.

J. and N. Tait.

Dunedin Operatic Society.

Invercargill Operatic Society.

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 16th day of November,

1936, and shall continue in force until the 16th day of November, 1938, 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 5th day of November, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

*Application of Award.*

1. This award shall apply to workers employed in connection with dramatic, comedy, vaudeville, picture, and other entertainments, whether permanent or touring: Provided that nothing in this award shall apply to permanent picture entertainments where not more than thirty (30) minutes in each performance is occupied in carrying out duties covered by this award.

*Hours of Work.*

2. (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.

(b) The hours of work for male and female dressers shall commence half an hour before the rising of the curtain, and cease fifteen (15) minutes after the final fall of the curtain.

(c) 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.

(d) 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.

(e) The switchboard attendant must be in the theatre one hour before the rising of the curtain, and he shall be responsible for the electric lights in the front of the house.

(f) The ordinary hours for resident workers shall be forty (40) per week; the hours for touring workers shall be forty-four (44) per week.

(g) The hours of work for wardrobe women (casual workers) engaged in making and mending and benzine-cleaning, and canvas-sewing shall not exceed seven per day.

(h) The engagement of all labour shall commence and terminate at the theatre.

(i) One half hour shall be allowed for supper between 11 and 11.30 p.m. and one hour for breakfast between 7 and 9 a.m. and one hour between 12 noon and 2 p.m. for dinner, and one hour between

5 and 6 p.m. for tea. On matinee days, one and a half hours for dinner. In the case of workers required to work between the hours of 11.30 p.m. and 7 a.m., the employer shall provide a meal for each of such workers, and in all cases where it is impossible to allow a worker off for a meal the employer shall provide such meal in the theatre.

(j) Where possible a staff room shall be provided in all theatres for male and female workers.

### Wages.

3. (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, Casual. (Per Performance.)
	£ s. d.	£ s. d.	s. d.	s. d.	s. d.
First mechanist .. ..	7 17 6	6 2 6	..	2 7	..
Second mechanist .. ..	7 2 6	5 7 6	..	2 5	..
Other mechanists .. ..	6 12 6	..	..	2 5	..
Transport man in charge .. ..	..	..	..	2 7	..
Other transport men .. ..	..	..	..	2 5	..
Flyman .. ..	6 12 6	..	..	..	..
Head .. ..	..	..	..	..	13 0
In charge of side .. ..	..	..	..	..	11 0
Others .. ..	..	..	..	..	9 0
In charge of rigging production .. ..	..	..	..	2 7	..
Assistant rigging production .. ..	..	..	..	2 5	..
First property-man .. ..	7 7 6	5 12 6	..	..	..
Second property-man .. ..	6 12 6	4 17 6	..	..	..
Night hand acting as second property-man .. ..	..	..	..	..	10 0
Other property-men .. ..	6 2 6	..	..	2 5	9 0
First electrician .. ..	7 7 6	..	..	..	..
Second electrician .. ..	6 12 6	..	..	..	..
Other electricians .. ..	6 2 6	..	..	2 7	..
Electric wiremen .. ..	..	..	..	2 5	..
Switchboard attendant .. ..	..	..	..	..	13 0
Perch, spot (wherever operated), and dome light operators .. ..	..	..	..	..	9 6
Other lighting department hands .. ..	..	4 12 6	..	2 5	9 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 9	..
Wardrobe women employed in benzine-cleaning, canvas-sewing, &c. .. ..	..	..	..	2 0	..
Dressers (male) .. ..	..	..	..	..	9 0
Dressers (female) .. ..	..	..	..	..	8 0
Stage-door keeper .. ..	..	4 2 6	..	2 5	9 0*
Stage hands (all performances) .. ..	..	4 7 6	..	..	9 0

\* From 6.45 p.m.

(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, and the flyman or another worker is required to do the second mechanist's work, such worker shall be paid the rate prescribed for a 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 and a half hours 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.*

4. 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 day of arrival at their home town.

#### *Overtime.*

5. (a) All time worked in excess of forty-four hours in any one week in the case of touring workers shall be paid for at the rate of time and a half. Time occupied in travelling between 8 a.m. and 5 p.m., with a maximum of eight hours per day, shall be included in the calculation of the forty-four hours' week at the rate of two hours for one.

(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.

#### *Casual Labour at Rehearsals.*

6. (a) Casual labour at rehearsals shall be paid for at the following rates:—

	Per Hour.	
	s.	d.
From 9 a.m. to 5 p.m., not less than ..	2	5
From 6 p.m. to 11 p.m., not less than ..	2	9
From 11.30 p.m. to 9 a.m., not less than ..	3	3

(b) Casual labour at rehearsals on Sundays and holidays (as provided elsewhere) and during meal-hours shall be paid for at double ordinary rates. Meal-hours shall be as follows :—

One hour between 12 noon and 2 p.m.

From 5 p.m. to 6 p.m.

From 11 p.m. to 11.30 p.m.

One hour between 7 a.m. and 9 a.m.

#### *Wardrobe Department.*

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

#### *Stage-door Keepers.*

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

#### *Definitions.*

9. (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, 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. 5d. 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 all cases where two or more men are working a side, and one man gives instructions to the other or others, such man shall be considered to be in charge.

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

*Casual Workers.*

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

(b) When a worker 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.)

11. (a) All permanent employees shall have one half-holiday per week. On the day of the employee's half-holiday, not more than four hours shall be worked. In the case of touring workers, the employer may accumulate the half-days and give them where most convenient to him to do so.

(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 not later than Fridays, 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 to the time of leaving the employment prior to his departure from the theatre.

(f) Heads of the 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 or revue shows.)

(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 arc-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. (This paragraph shall not apply to permanent vaudeville or revue shows.)

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

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

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

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

(t) For the purpose of this award "permanent vaudeville and revue" shall mean a vaudeville or revue show that runs for four consecutive weeks or more in one town.

(u) In cases where workers are employed on permanent vaudeville or revue shows that do not run for four consecutive weeks such workers shall be paid 2s. extra per performance on the minimum rates fixed in this award.

(v) The employers shall supply a first-aid outfit to be kept in a conspicuous place. Such outfit to be kept supplied with the appliances necessary.

#### *Workers to be Members of Union.*

12. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in the industry to which this award relates 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 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.)

#### *Union Officials Right of Entry.*

13. When vaudeville is being performed in connection with a permanent picture-theatre entertainment, the management thereof shall give reasonable facilities to the secretary or president of the union to view the work being done in connection therewith for the purpose of ascertaining the time occupied thereat: Provided that the secretary or president shall not go on to the stage without permission first obtained, which shall not be arbitrarily withheld, and provided further that the secretary or president, having obtained access, shall not under any circumstances whatever interfere with the work required to be done, or do anything to hinder or calculated to hinder the progress of the work.

#### *Scope of Award.*

14. This award shall operate throughout the Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.

#### *Term of Award.*

15. This award shall come into force on the 16th day of November, 1936, and shall continue in force until the 16th day of November, 1938.

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 5th day of November, 1936.

[L.S.]

E. PAGE, Judge.

#### MEMORANDUM.

The only matter referred to the Court related to membership of the union. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. PAGE, Judge.