

**(11376.) WELLINGTON INDUSTRIAL DISTRICT FRONT OF HOUSE
EMPLOYEES.—AWARD.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington Theatrical and Places of Amusement Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Wellington.

- J. C. Williamson (N.Z.), Ltd., Industrial Union of Employers, Grand Opera House, Manners Street, Wellington.
- J. C. Williamson Picture Corporation, Ltd., Industrial Union of Employers, Manners Street, Wellington.
- New Zealand Federated Theatrical Proprietors and Managers' Industrial Association of Employers, Grand Opera House, Manners Street, Wellington.
- J. N. Tait, New Zealand Representative, Grand Opera House, Manners Street, Wellington (H. Stringer, Manager).
- John Fuller and Sons, Ltd., St. James Theatre, Courtenay Place, Wellington.

Kemball Theatres, Ltd., 15 Courtenay Place, Wellington.
 Amalgamated Theatres (N.Z.), Ltd., Courtenay Place, Wellington.
 Fuller-Hayward Theatre Corporation, Ltd., Wellington.

Town.	Theatre.	Proprietor.
Wellington	Tivoli	F. Parker, Newtown, Wellington.
Wellington	Shortts	W. Fraser Shortt, Ltd., Willis Street.
Johnsonville	Empress	H. F. Lamb.
Lower Hutt	King George	J. M. Carlson.
Petone	Grand and Palace	Petone Entertainments.
Brooklyn	Majestic	E. Ranish.
Island Bay	Empire	Empire Theatre Co., Box 1651, Wellington.
Miramar	Capitol	Capitol Theatre Co.
Newtown	Our	Our Theatre Co.
Newtown	Rivoli	Rivoli Theatre Co.
Paraparaumu	Hall	R. L. Drewitt.
Ngaio	Citizens	S. and E. Vinsen, 119 Cuba Street, Wellington.
Khandallah	Town Hall	Mrs. E. Vinsen, 119 Cuba Street, Wellington.
Eastbourne	Crown	Crown Theatre Co.
Plimmerton	Royal	H. E. Tootell.
Upper Hutt	Mayfair	Grant and Neighbours, Box 1648, Wellington.
Eastbourne	Royal	S. F. Fisher.
Petone	State	E. F. Garrett.
Trentham	Hall	Y.M.C.A., Box 790, Wellington.
Wellington	Roxy	G. L. Johnston, Manners Street, Wellington.
Wellington	St. Francis Hall	(Catholic Presbytery), Hill Street.
Wellington	Town Hall	(Town Clerk), Wellington.
Wellington	Wellington Wrestling Association	Mr. Washer, Huddart Parker Buildings.
Wellington	National Wrestling Association	H. Eaton, care of Winter Show Stadium.
Wellington	Boxing Association	Mr. Guise, Secretary.
Wellington	N.Z. Boxing Association	11 Johnston Street, Wellington.
Upper Hutt	Majestic	R. Heald.
Dannevirke	Town Hall	Town Clerk, Borough Council.
Dannevirke	De Luxe	Dannevirke Amusements.
Taradale	Halls	B. Algar, 25 Vigor Brown Street, Napier.
Hastings	Cosy	Hawke's Bay Amusements.
Hastings	Municipal	Town Clerk, Borough Council.
Napier	Gaiety	H. Thompson.
Havelock North	Hall	G. Dyett, Hastings Road.
Takapau	Town Hall	G. Hewald.
Waipawa	Town Hall	T. Angell.
Waipukurau	Municipal	F. Ganderton.
Wairoa	Gaiety	R. J. Kerridge.
Ongaonga	Circuit	R. J. Tierney.

Town.	Theatre.	Proprietor.
Norsewood	Hall	J. Smith, jun.
Fernhill	Circuit	Mrs. L. Gumbley, 700 Terrace Road, Hastings.
Porangahau	Hall	A. L. Rumball.
Mohaka	Hall	A. McIvor.
Hastings	Assembly Hall	Town Clerk, Borough Council.
Hawke's Bay Wrestling Association	.. ..	D. Bunny, Secretary, Hastings.
Pioneer Wrestling Association	.. ..	M. Warren, Secretary, Hastings.
Hawke's Bay Boxing Association	.. ..	J. Strickland, Secretary, Hastings.
<i>Wairarapa.</i>		
Carterton	Tivoli	Carterton Amusements.
Carterton	State	State Theatre Co.
Eketahuna	Town Hall	C. C. Buizaid.
Featherston	Cosy	Greytown Pictures.
Martinborough	Town Hall	Mrs. Blackwell.
Masterton	Regent	Masterton Amusements.
Masterton	Municipal	Town Clerk, Borough Council.
Pongaroa	Hall	P. A. Campbell.
Wairarapa Wrestling Association	.. ..	Secretary, Masterton.
Wairarapa Boxing Association	.. ..	Secretary, Masterton.
<i>Wanganui.</i>		
Ohakune	Patriotic	Patriotic Picture Co.
Ohakune Junction	Plaza	H. Thompson.
Wanganui	Opera House	Town Clerk, Borough Council.
Aramoho	Duchess	Duchess Theatre Co.
Hunterville	St. James	J. McKnight.
Bulls	Town Hall	W. Rowell, 45 Burnham Street, Seatoun, Wellington.
Amateur Musical and Dramatic Society	.. ..	E. Lind, Victoria Court, Wanganui.
Boxing Association .. ..	.. ..	F. Hill, Maria Place, Wanganui.
Wrestling Association	.. ..	J. Broad, Ridgway Street, Wanganui.
<i>Manawatu.</i>		
Feilding	Tivoli	F. Groombridge.
Feilding	Circuit	W. J. Barlow, 67 West Street.
Foxton	Town Hall	Town Clerk, Borough Council.
Otaki	Cosy	Otaki Amusements.
Palmerston North	Regent	Palmerston Theatres.
Palmerston North	Opera House	Town Clerk, Borough Council.
Shannon	Renown	E. Hyde.
Manawatu Wrestling Association	.. ..	Secretary, Palmerston North.
Manawatu Boxing Association	.. ..	Secretary, Palmerston North.

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 4th day of January, 1937, and shall continue in force until the 4th day of January, 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 21st day of December, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

PART I.—CONTINUOUS-PICTURE THEATRES.

Definition.

1. (a) A "continuous" picture-theatre shall be deemed to be a theatre in which a programme is shown twice or more daily.

(b) Employees employed during the evenings only and for one matinee shall be governed by the provisions fixed for night shows by Part II of this award.

(c) Extra matinees shall be paid for at performance rate.

Hours of Work.

2. Employers shall be at liberty to fix the hours of work for their respective employees according to the exigencies of the particular theatre, but the ordinary weekly hours shall not exceed the following:—

Ticket-sellers	.. .. .	Thirty-two hours.
Ticket-takers, door-keepers, ushers, and other theatre attendants (other than caretakers and cleaners)	.. .. .	Thirty-six hours.

Wages.

3. The following shall be the minimum rates of wages of theatre attendants (other than caretakers and cleaners):—

(a) Ticket-sellers (females and youths),	£	s.	d.
per week for a thirty-two hour week	1	16	0
(b) Ticket-takers, door-keepers, ushers, monitors, and other theatre-attendants			
per week for a thirty-six hour week—			
Adult males	.. .. .	3	16 0
Youths or females	.. .. .	1	16 0

(c) For the purpose of this award, a youth shall be a male person under the age of twenty years.

PART II.—NIGHT SHOWS.

Definition.

4. "Night shows" shall be deemed to include all vaudeville, concert, dramatic, operatic, picture, boxing, and wrestling entertainments not covered by Part I of this award.

Hours of Work.

5. The ordinary hours of work of theatre-attendants (other than caretakers and cleaners) shall not exceed the following:—

Ticket-sellers: Two and three-quarter hours nightly and two hours matinees.

Other theatre attendants: From 6.45 p.m. until clearing of house and covering seats, provided that 6.45 p.m. shall be read as 6.30 p.m. in the case of theatres in which the performance commences earlier than 8 p.m. All matinees: from three-quarters of an hour prior to the commencement of the performance until the clearing of the house.

Wages.

6. The minimum rate of wages for all theatre-attendants (other than caretakers and cleaners) shall be 5s. per performance.

PART III.—CARETAKERS AND CLEANERS.

Definition.

7. (a) The work of a caretaker shall include the cleaning of theatre and the proper care of and responsibility for the employer's property in and about the theatre.

(b) A "cleaner" is a person employed for the purpose of the cleaning of the theatre and its furnishings.

Hours of Work.

8. (a) Save as hereinafter provided, the ordinary hours of work of caretakers and/or cleaners shall be forty (40) per week, to be worked to suit the exigencies of the particular establishment.

(b) Caretakers and/or cleaners directed by the employer to work on Sundays shall be entitled to count the time worked as double time for the purpose of computing the weekly hours worked.

Wages.

9. The minimum rates of pay shall be:—				Per Week.		
				£	s.	d.
For caretakers	..	..	..	4	10	0
For male cleaners	..	..	..	4	1	0
For female cleaners	..	..	..	2	5	0

The rates of pay for casual male caretakers or cleaners shall be 2s. 3d. per hour, and for female cleaners 1s. 5d. per hour.

Sunday Meetings, &c.

10. Should the theatre be used for any purpose on a Sunday, the caretaker may be employed at work within his ordinary duties (other than cleaning), and shall be paid for attendance and work thereat, and in addition to his weekly wage as follows: One meeting, 10s.; two meetings, 15s.; three or more meetings, or continuous for five hours or more, £1 5s. Time paid for under this clause shall not be included for the purpose of computing payment under any other provision of this award.

PART IV.—GENERAL PROVISIONS APPLICABLE TO ALL WORKERS.

Deductions.

11. No deduction shall be made from the wage of any worker in receipt of a weekly wage, except for time lost through

sickness or accident to or default of the worker, or by reason of the theatre being closed through circumstances over which the employer has no control.

Annual Holiday.

12. (a) All workers regularly employed during daytime for whom a weekly wage is prescribed herein on completion of twelve months' continuous service under this award shall be granted a holiday on full pay, as follows:—

Caretakers	..	..	..	10 days,
Other workers	..	..	..	7 days.

(b) A worker whose employment is terminated after completing six months of service shall be entitled to holidays on a *pro rata* basis.

Holidays.

13. (a) For all work done by weekly workers or performance workers on New Year's Day, Anniversary Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Christmas Day, and Boxing Day, double the ordinary rate shall be paid. Workers (other than caretakers and/or cleaners) directed by the employer to work on Sunday shall be paid double time rates.

(b) It shall be a breach of the award for any workers to work on Sunday or a holiday mentioned in this clause unless directed by or agreed to with the employer.

(c) Notwithstanding the provisions of clause 11 hereof, no deduction shall be made from the wages of weekly workers in respect of Christmas Day, Good Friday, and Anzac Day.

Overtime.

14. (a) Save as otherwise provided herein, all workers shall be paid time and a half rates for all time worked in excess of the ordinary hours prescribed, but not less than 1s. 6d. per hour.

(b) Midnight matinees: All workers engaged to work midnight matinees shall be paid double ordinary rates.

Termination of Engagement.

15. (a) All permanent employees, including permanent 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.

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

Casual Workers.

16. The rate for casual workers employed on less than six consecutive showing-days shall be 1s. per performance additional to the performance rate fixed herein in respect of regular workers. Workers regularly employed on one or more nights shall not be deemed to be "casuals."

With the consent of his or her employer, an employee may (during absence through illness, holiday, or other cause) provide a suitable person to temporarily undertake his or her duties. Such substitute shall be paid not less than the award rate of pay by the employer or his representative. No substitute shall be deemed to be a casual.

Uniforms and Dress Suits.

17. (a) Uniforms: Uniforms, where required by the employer to be worn by a worker, shall be supplied by the employer, who shall wash, launder, and repair same.

(b) Dress Suits: Where theatre attendants are required by the employer to wear dress suits, they shall be paid an additional sum of 2s. 6d. per week by way of laundry allowance.

Theatre-attendants' Work.

18. The work of all theatre-attendants shall be interchangeable: Provided that a theatre-attendant who is not a caretaker and/or cleaner shall not be required to perform the duties of a caretaker and/or cleaner. A theatre-attendant may be required to relieve a mechanical musical-instrument operator during meal-intervals. In the case of a worker substantially performing the work of any other worker, such first-mentioned worker shall be entitled to his usual rate of pay or that of the other position, whichever is the higher.

Matters not provided for.

19. The essence of this award being that on no account whatsoever shall work be impeded, 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 any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner or other person mutually agreed upon, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other person, 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.

Copy of Award to be exhibited.

20. Employers must keep at all times a printed or type-written copy of this award affixed in dressing-rooms of the staff.

Interview with Employees.

21. The secretary of the union shall be permitted to interview employees at their place of employment on any one day in each week at a suitable time to be arranged between the employer and the secretary of the union.

Workers to be Members of Union.

22. (a) 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 or who is not for the time being a member of a trade-union which was registered as such before the first day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or 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.)

Under-rate Workers.

23. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such

Inspector or other person in so fixing such wage shall have regard to the workers capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

24. This award shall apply to all theatre, boxing, and wrestling attendants—namely, ticket-sellers, ticket-takers, door-keepers, caretakers, cleaners, ushers, monitors, barriermen, escape-door attendants, spruikers, and commissionaires—in the Wellington Industrial District.

Term of Award.

25. This award shall come into force on the 4th day of January, 1937, and shall continue in force until the 4th day of January, 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 21st day of December, 1936.

[L.S.]

— E. PAGE, Judge.

MEMORANDUM.

The principal matters referred to the Court related to hours, wages, holidays, uniforms, and theatre-attendants' work.

E. PAGE, Judge.