

NELSON FRONT-OF-HOUSE EMPLOYEES.—AWARD.

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

Amalgamated Theatres, Ltd., State Theatre, Nelson.
 Nelson Amusements, Ltd., Regent Theatre, Nelson.
 Nelson Amusements, Ltd., Majestic Theatre, Nelson.
 Saunders, H., Port Road, Nelson.

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 30th day of September, 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 26th day of May, 1937.

[L.S.]

E. H. NORTHCROFT, 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.

Hours of Work.

2. The ordinary weekly hours of work shall not exceed the following: Ticket-sellers, thirty-two; ushers and telephone-reserve clerks, thirty-six; ticket-takers and doorkeepers, thirty-six.

Wages.

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

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

Tea-money.

4. All theatre-attendants required to work at the 5 o'clock shoppers' session shall be paid 1s. 6d. tea-money.

PART II.—NIGHT SHOWS.

Definition.

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

Hours of Work.

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

Ticket-sellers, two and a half hours nightly, and two hours matinee.

Other theatre-attendants, from 6.45 p.m. until the clearing of the house and the covering of 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.

7. The minimum rate of wages for all picture-theatre attendants (other than caretakers and cleaners) shall be 4s. per performance. For shows other than pictures the rate shall be 5s. per performance.

PART III.—CARETAKERS AND CLEANERS.

Definitions.

8. (a) The work of a caretaker shall include the cleaning of the theatre, opening and closing of doors and windows, and the proper care of and responsibility for the employer's property in and about the theatre, and proper attention to and operation of the heating system, or such other work as may be required within his usual weekly hours.

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

Hours of Work.

9. (a) Save as hereinafter provided, the ordinary hours of work for caretakers and/or cleaners shall be forty-four per week.

(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.

10. The minimum rate of wages for persons coming within this section shall be as follows:—

(a) Caretakers	..	..	£4 12s. 6d. per week.
(b) Cleaners—			
Males ..	..	..	2s. per hour.
Females	..	..	1s. 9d. per hour.

Sunday Meetings.

11. 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 therein in addition to his weekly wage as follows: One meeting, 10s.; two meetings, 15s.; three meetings or 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 provisions of this award.

Payment of Wages.

12. All wages shall be paid weekly, in cash and in the employer's time.

Deductions.

13. No deductions shall be made from the wages 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.

Holidays.

14. (a) For all work done by weekly workers or performance workers on New Year's 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 Sundays shall be paid double time rates.

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

Annual Holiday.

15. (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.

Overtime.

16. (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.

17. One week's notice of termination of the employment shall be given by either side in the case of a worker for whom a weekly wage is prescribed herein, and twenty-four hours' notice in all other cases.

Uniforms.

18. Uniforms: Uniforms where required by the employer to be worn by a worker shall be supplied by the employer.

Casual Workers.

19. (a) Workers casually employed on one or more nights per week, not exceeding five, shall be deemed to be casuals and shall be paid 6d. per night extra.

(b) 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.

Theatre-attendants' Work.

20. 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 or her usual rate of pay or that of the other position, whichever is the higher.

Matters not provided for.

21. 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.

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 1st 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.)

Scope of Award.

23. This award shall operate throughout the Nelson Industrial District.

Term of Award.

24. This award in so far as it relates to wages shall be deemed to have come into force on the 29th day of March, 1937, 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 30th day of September, 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 26th day of May, 1937.

[L.S.]

E. H. NORTHCROFT, 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. H. NORTHCROFT, Judge.