

NORTHERN INDUSTRIAL DISTRICT **FRONT-OF-HOUSE**
EMPLOYEES.—AWARD

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

- Amalgamated Theatres, Ltd., Queen Street, Auckland.
Auckland Cinemas, Ltd., Harbutts Buildings, Kitchener Street, Auckland.
Auckland City Council, Auckland.
Calder, G., 21 Swanson Street, Auckland.
Cathay Theatres, Ltd., Kerikeri.
Chez Paree Cabaret (M. Carnachan), Bucklands Beach.
Civic Theatres, Ltd., Civic Theatre, Queen Street, Auckland.
Clevedon Country Club, Otahuhu, Auckland.
Eady, Lewis, Ltd., Queen Street, Auckland.
Fuller, J., and Sons, Ltd., St. James Theatre, Queen Street, Auckland.
Gisborne Theatres, Ltd., Gisborne.
Glendowie Country Club, Glendowie.
Hamilton, H., Paeroa.
Hamilton Theatres, Ltd., Hamilton.
Henderson, A. G., Taumarunui.
Hayden, A., Gaiety Theatre, Otahuhu, Auckland.
Langley, L., Princess Theatre, Kaitia.
Regent Theatre, Otorohanga.
Lovell and Sillich, Brown's Bay.
Metropole Ltd., Metropole Cabaret (A. Fenn), Queen Street, Auckland.
Modern Theatres, Ltd., Berkeley Theatre, Mission Bay, Auckland.
Newmarket Borough Council, Newmarket, Auckland.
Peter Pan Cabaret (Neil Edgar), Lorne Street, Auckland.
Rationalists' Association, Victoria Arcade, Auckland.
Regent Cabaret (R. Kerridge), Gisborne.

Rio Club, 270 Karangahape Road, Auckland.
 Rotorua Theatres, Ltd., Majestic Theatre, Rotorua.
 Sinton, G., Regent Theatre, Kaikohe.
 Stewart, R., Criterion Theatre, Hikurangi.
 Tauranga Amusements, Ltd., Regent Theatre, Tauranga.
 Te Aroha Picture Co., Regent Theatre, Te Aroha.
 Te Awamutu Picture Corporation, Empire Theatre, Te Awamutu.
 Thomas, C. A., Regent Theatre, Helensville.
 Town Board, Huntly.
 Trocadero Cabaret, Queen Street, Auckland.
 Trustees, Orange Lodge, Orange Hall, Newton Road, Auckland.
 Whakatane Amusements, Ltd., Whakatane.
 Williams, L., Kings Theatre, Kawakawa.
 Williamson Picture Corporation, Regent Theatre, Queen Street, Auckland.
 Ye Olde Pirate Shippe (North Shore Transport Co., Ltd.), Milford, 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 on the 18th day

of December, 1944, and shall continue in force until the 18th day of December, 1945, 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 13th day of December, 1944.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Workers covered by Award

1. (a) This award shall apply to all ticket-sellers, ticket-takers, doorkeepers, ushers, caretakers, cleaners, monitors, barriermen, floor attendants, cloak-room attendants, spruikers, parking attendants, telephone attendants, and other attendants employed at picture-theatres, cabarets, dance-halls, and other entertainments of a like nature.

(b) This award shall not apply to any member of any amateur club, amateur society, or amateur association, or to any other person giving services to such amateur body, but if a person receives any valuable consideration for any services to any amateur body, whether by way of cash, free tickets, or otherwise, he shall be bound by all the provisions of the award.

PART I.—PICTURE-THEATRES

Definitions

2. This Part of the award shall apply to theatre attendants (other than caretakers and cleaners) employed in picture-theatres.

A "picture-theatre" shall be deemed to be a theatre in which the screening of motion pictures forms the main part of the performance.

Hours of Work

3. (a) Employers shall be at liberty to fix the weekly hours of work for their respective workers according to the exigencies of the particular theatre, which shall not exceed thirty-six hours in the case of ticket-takers, doorkeepers, ushers, and other theatre attendants, and in the case of ticket-sellers thirty-two hours per week. In no case shall more than six hours be worked in any one day without payment of overtime.

(b) A worker shall not be called upon to work for a lesser period than two hours in connection with any one period.

Rates of Pay

4. (a) The following shall be the minimum rates of wages payable to theatre attendants in picture-theatres:—

| | Per Week. | | |
|----------------------------|-----------|----|----|
| | £ | s. | d. |
| Adults (males) | 4 | 13 | 4 |
| Youths and/or females .. . | 2 | 16 | 0 |

(b) Period workers shall receive 2s. per hour, with a minimum of three hours and a maximum of four hours in any one period.

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

(d) A worker who is required to perform "fire protection watchman" duties shall be paid not less than 1s. 6d. per period additional to the ordinary wage, with a maximum weekly payment of 10s. 6d.

(e) A worker who is required to do bill-posting within the ordinary weekly hours shall be paid not less than 1s. per hour while so employed additional to the ordinary wage. Where bill-posting is done by a weekly worker outside of the ordinary weekly hours, he shall be paid the overtime rate provided in the award as applying to the particular worker concerned.

(f) Period workers shall be paid not less than 1s. per hour extra if required to do bill-posting during the ordinary hours. If such work is done outside the ordinary hours he shall be paid at the rate of 3s. 9d. per hour.

PART II.—DANCE-HALLS

Definition

5. This Part of the award shall apply to attendants employed at dance-halls and cabarets.

Hours of Work

6. The hours for all attendants at dance-halls shall be not more than six hours, to be continuous between the hours of 6.30 p.m. and 1.30 a.m. on the following day.

Rates of Pay

7. The minimum wage shall be 15s. per performance.

PART III.—CLEANERS AND CARETAKERS

Definitions

8. (a) This Part of the award shall apply to caretakers and cleaners.

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

(c) A "cleaner" is a worker employed substantially to clean the theatre and/or its furnishings, working under the supervision of the manager or caretaker.

(d) No female cleaner shall be required to clean any men's lavatory accessible to the public.

(e) For the purpose of this award a casual cleaner is a worker who is employed by the hour.

Hours of Work

9. (a) Save as hereinafter provided, the ordinary hours of work of caretakers and/or cleaners shall be forty per week, to be worked to suit the exigencies of the particular establishment: Provided that the minimum period at any one time shall be not less than two hours.

(b) Caretakers and/or cleaners directed by the employer to work on Sundays shall be paid not less than double-ordinary rates.

Wages

10. The following shall be the minimum rate of wages payable to workers hereinafter specified:—

| | | | Per Week. | | |
|------------------------|----|----|-----------|----|----|
| | | | £ | s. | d. |
| Caretakers | .. | .. | 5 | 0 | 0 |
| Male cleaners | .. | .. | 4 | 13 | 4 |
| Female cleaners | .. | .. | 2 | 15 | 0 |
| | | | Per Hour. | | |
| | | | £ | s. | d. |
| Casual male cleaners | .. | .. | 0 | 2 | 4½ |
| Casual female cleaners | .. | .. | 0 | 1 | 10 |

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, and shall be paid for attendance and work thereat and in addition to his weekly wage as follows: one meeting, 12s. 6d.; two meetings, 17s. 6d.; three or more meetings, or continuous for five hours or more, £1 7s. 6d.. 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

General Orders under Rates of Wages Emergency Regulations 1940

12. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Working-periods

13. No worker covered by this award shall be called upon to work more than two working-periods on any one day: Provided that no worker covered by this award shall be called upon to work less than two hours on any one occasion.

Deductions

14. Deductions may be made from the wages of workers for time lost through sickness, accident, or default, or by reason of the theatre being closed through circumstances over which the employer has no control.

Commencement of Engagement

15. All workers directed by the employer to report for work shall be paid from the time he or she was directed to attend and did attend, whether work is ready to be commenced or not, and shall be paid for not less than two hours' work.

Termination of Employment

16. (a) All workers except casuals shall be engaged by the week.

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

Payment of Wages

17. Wages shall be paid weekly during working-hours and not later than Thursday. Should any worker be discharged or compelled to leave his or her employment before the end of the week, the worker shall be paid all moneys due up to the time of leaving the employment and prior to the worker's departure from the theatre.

Overtime

18. (a) Any time worked in excess of the hours prescribed in this award shall be deemed to be overtime and shall be paid for as follows: for the first three hours at time and a half rates; thereafter at double time rates; and, except in the case of caretakers and cleaners, each day shall stand by itself.

(b) All workers engaged to work at midnight matinees shall be paid double ordinary rates. A midnight matinee is one which commences any time between 10 p.m. and 12 midnight and/or terminates after midnight.

(c) Except in the case of pumping attendants employed at the Civic Theatre, Auckland, all work performed after midnight and before 6 a.m. shall be paid for at double ordinary rates.

Annual Holidays Act

19. The provisions of the Annual Holidays Act, 1944, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Holidays

20. (a) Weekly-wage workers who work on Christmas Day, on Good Friday, or on Anzac Day shall be paid double time for any such time worked, in addition to their ordinary weekly wage. Period workers who work on any of the three days mentioned above shall be paid double the ordinary period rate, in addition to any payment to which, if permanent period workers, they may be entitled under subclause (d) of this clause. Caretakers and cleaners who are required to work on any of the said three days shall be paid double time for the time worked, in addition to their ordinary weekly wage. Hourly workers shall be paid double ordinary rates for time worked on any of the said three days, in addition to any payment to which, if regular hourly workers, they may be entitled under subclause (d) of this clause.

(b) For all work done on New Year's Day, Anniversary Day or Show Day, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Boxing Day, and Sundays, double the ordinary rates shall be paid. Double time rates shall mean in the case of weekly workers an extra day's pay, in the case of hourly workers an extra hour's pay per hour, and in the case of period workers one extra payment per period. The provisions of this subclause relating to payment for work done on Sundays shall not apply to caretakers and/or cleaners.

If any of the holidays, other than Anzac Day, mentioned in this subclause or in the preceding subclause shall fall on a Sunday, then in such case the following Monday shall be regarded as the holiday.

(c) In the case of caretakers and cleaners employed on a weekly wage each holiday mentioned in the two foregoing subclauses shall be deemed to be a day on which the hours usually worked on that day of the week have been worked, although no work shall have actually been done. Wages for each such holiday shall be paid at the first regular pay-day thereafter.

(d) No deduction shall be made from the wages of weekly workers in respect of any of the holidays mentioned in subclauses (a) and (b) of this clause. Permanent period workers and workers regularly employed by the hour shall receive ordinary rates of pay for Christmas Day, Good Friday, and Anzac Day when any of these days falls upon a day of the week which, in normal circumstances, would have been an ordinary working-day.

(e) An employer shall not be required to pay a worker for any of the holidays set out in this award when such worker is away from work through default, sickness, or accident during the whole of the week in which the holiday falls.

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

(g) Any weekly worker required to work on seven days in any week shall be granted one full day off without deduction from pay during the immediately ensuing week.

Meal-hours

21. No worker shall be employed for more than four hours continuously without an interval of at least three-quarters of an hour for a meal.

Interchange of Theatre Attendants' Work

22. The work of the theatre attendants shall be interchangeable. In the case of a worker performing work of any other worker, such first-mentioned worker shall be entitled to his usual rate of pay or the award rate of the other position, whichever is the higher.

Uniforms

23. (a) Uniforms, where required by the employer to be worn by a worker, shall be supplied by the employer, who shall arrange for the washing, laundering, and repairing of same.

(b) Dress suits: Where theatre attendants are required by the employer to wear dress suits, they shall be paid an additional sum of 3s. per week by way of laundry allowance.

Accommodation

24. The employer shall provide a dressing-room, and in the case of females shall provide a room for rest in cases of temporary indisposition. This clause shall apply only to those theatres and places of amusement carrying on business in Queen Street, Wellesley Street, Lorne Street, Symonds Street, Karangahape Road, Durham Street, and Broadway, Newmarket, in the City of Auckland, and in Victoria Street, Hamilton.

Partial Exemption

25. This award shall apply to the Auckland City Council only in respect of workers employed at the Town Hall.

Copy of Award

26. The employer shall have a copy of the award exhibited in a conspicuous place where it can be seen by the members of the staff.

Right of Entry

27. The secretary or other authorized representative of the union shall have the right (at a time to be agreed upon with the employer) to enter upon the premises of the employer for the purpose of interviewing the workers, but not so as to interfere with the carrying-on of the employer's business.

Casual Workers

28. (a) 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.

(b) With the consent of his or her employer a worker may (during the absence through illness, holiday, or other causes) 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.

Workers to be Members of Union

29. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.

(c) Each employer bound by this award shall, on request, at intervals of not less than twelve months, supply to the union a list of all employees coming within the scope of this award.

(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

30. (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 worker's 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.

Disputes Committee

31. The essence of this award being that on no account whatsoever shall the 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.

Application of Award

32. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award

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

Term of Award

34. This award shall come into force on the 18th day of December, 1944, and shall continue in force until the 18th day of December, 1945.

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 13th day of December, 1944.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The Court has before it the terms of a complete settlement of the Northern Front-of-house Employees' dispute. The terms were forwarded directly to the Court pursuant to section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939. For the purposes of the Economic Stabilization-Emergency Regulations the Court heard representatives of the parties to the dispute at Auckland on 20th October, 1944. On 30th October, 1944, six picture-theatre proprietors, together with other unnamed proprietors, made application (1) that they be heard as to the application of the award to their theatres, and (2) that they, together with certain suburban and country theatre employers, be struck out as respondents. The application was signed by Picturedrome Milford, Ltd. (N. R. W. Thomas), Mayfair Theatre, Sandringham (J. Arnerick), Modern Theatres (Provincial), Ltd. (G. M. Greenfield), G. F. V. Townshend, C. F. Smith, and Southern Cross Theatre (Charles Bew).

On 29th November, 1944, the Court heard the applicants, who were represented by Mr. N. R. W. Thomas. Mr. Thomas explained that two meetings of the Conciliation Council were held. He stated that he was present at the first meeting as an "advisory assessor" representing certain independent picture-theatre proprietors, but that he was not notified of the second meeting, and consequently did not attend it. He made it clear that he did not challenge the appointment of any of the assessors who attended the meetings of the Council, nor did he challenge the settlement. He asked that all picture-theatres of a licensed seating capacity of three hundred and fifty or under should be struck out. He explained that thirty-five halls covered by eight circuits and forty-one theatres would fall within that category. The grounds for the application are that the terms of settlement are not suited to the operation of the smaller suburban and country theatres. Mr. Thomas suggested certain alterations to the terms of settlement which would meet the views of the parties he claimed to represent. The application was strongly opposed by Mr. Quealy on behalf of the workers' union.

Mr. Anderson, for the New Zealand Motion Picture Exhibitors' Association, pointed out that Mr. Thomas had been present at the meeting of employers at which it was decided to recommend assessors for appointment and also that at the said meeting a motion moved by Mr. Thomas that the counter-proposals of the respondents in the dispute be approved was carried.

We have given full consideration to the application, but we can see no justification for striking out a large number of parties constituting a substantial portion of the industry in the Northern Industrial District, nor are we satisfied that Mr. Thomas is authorized to represent the whole of the parties who would be affected by the granting of the application. We are of opinion that the assessors appointed to the Conciliation Council to represent the employers were recommended by the respondents in the dispute, in accordance with sections 42 and 43 of the Industrial Conciliation and Arbitration Act, and that the terms of settlement reached by the assessors should be incorporated in an award.

We would, however, draw attention to subsection (3) of section 89 of the Industrial Conciliation and Arbitration Act, 1925, as amended by subsection (4) of section 5 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, which gives the right to any employer bound as a subsequent party to an award to apply to the Court within one month for total or partial exemption. Any individual employer represented by Mr. Thomas who is other than an original party to the dispute may exercise the right referred to if he so desires.

In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

A. TYNDALL, Judge.
