

TARANAKI, WELLINGTON, MARLBOROUGH, CANTERBURY, AND  
SOUTHLAND **FRONT-OF-HOUSE EMPLOYEES.—AWARD**

*[Filed in the Office of the Clerk of Awards, Wellington]*

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Marlborough, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand (except Northern, Nelson, and Westland) Theatrical and Places of Amusement and Related Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned associations, societies, local authorities, persons, and companies (hereinafter called "the employers") :—

New Zealand Theatre Proprietors' Industrial Association of Employers,  
8-12 The Terrace, Wellington.

New Zealand Theatrical Proprietors' and Managers' Industrial Association of Employers, Grand Opera House, Manners Street,  
Wellington.

TARANAKI INDUSTRIAL DISTRICT

Amalgamated Theatres, Ltd., State Theatre, New Plymouth.

New Plymouth Picture Theatres, Ltd., Opera House, New Plymouth.

Stratford Theatres, Ltd., Kings Theatre, Stratford.

WELLINGTON INDUSTRIAL DISTRICT

Greytown Borough Council, Town Hall, Greytown.

Marton Borough Council, Civic Theatre, Marton.

The Associated Choral Unions of New Zealand, 69 Victoria Street,  
Wellington.

Palmerston North Operatic Society, Palmerston North.  
 Wanganui City Council, Opera House, Wanganui.  
 Wellington Competitions Society, Colonial Mutual Life Assurance  
 Society's Building, Customhouse Quay, Wellington (N. G. Glover,  
 Secretary).

#### MARLBOROUGH INDUSTRIAL DISTRICT

Dawkins, R. G., Albert Hall, Picton.  
 Lark, M. J., Farnham, Blenheim.

#### CANTERBURY INDUSTRIAL DISTRICT

Knight, C. C., Town Hall, Geraldine.  
 South Canterbury Picture Co., Ltd., Elite Theatre, Temuka.

#### SOUTHLAND PROVINCIAL DISTRICT

Fuller Picture Corporation, Majestic Theatre, Invercargill.  
 Nightcaps Town Board, Coronation Hall, Nightcaps.  
 Strain, E. M., Town Hall, Bluff.

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 30th day of June, 1944, and shall continue in force until

the 30th day of June, 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 30th day of June, 1944.

[L.S.]

A. TYNDALL, Judge.

### SCHEDULE

#### *Workers covered by Award*

1. This award shall apply to all theatre attendants—namely, ticket-sellers, ticket-takers, doorkeepers, caretakers, cleaners, ushers, monitors, barriermen, escape-door attendants, spruikers, commissionaires, and all other workers whose remuneration is less than £300 per annum, exclusive of overtime.

#### PART I.—PICTURE-THEATRES

##### *Definition*

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 performance.

(c) In the case of performance workers the hours of work shall not exceed three hours per performance.

##### *Wages*

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 11 0
		Per Performance.
		£ s. d.
Performance workers	.. ..	0 6 0

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

#### PART II.—NIGHT SHOWS

##### *Definition*

5. This Part of the award shall apply to theatre attendants (other than caretakers and cleaners) employed in vaudeville, concert, dramatic, operatic entertainments, and any other class of performance not covered by Part I of this award.

##### *Hours of Work*

6. The ordinary hours of work of theatre attendants shall not exceed the following:—

Ticket-sellers: Two and a half hours nightly and two hours matinee.

Spruikers: Three hours per performance.

Other theatre attendants: From 6.45 p.m. until the clearing of house and covering of seats: Provided that 6.45 p.m. shall read as 6.30 p.m. in the case of theatres where performances commence earlier than 8 p.m.: Provided, also, that the hours of work shall not exceed four per performance. 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 theatre attendants coming within this Part of the award shall be 6s. per performance.

#### PART III.—CARETAKERS AND CLEANERS

##### *Definition*

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 of and responsibility for the employer's property in and about the theatre.

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

##### *General*

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

*Hours of Work*

10. (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*

11. (a) The minimum rates of pay for caretakers shall be £5 per week, for male cleaners £4 13s. 4d. per week, and for female cleaners £2 15s. per week. The rates of pay for casual male cleaners shall be 2s. 4½d. per hour, and for female cleaners 1s. 10d. per hour.

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

*Sunday Meetings, &c.*

12. 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 of any other provision in this award.

## PART IV.—GENERAL PROVISIONS APPLICABLE TO ALL WORKERS

The provisions of this Part of the award shall apply to all workers covered by the award.

*Increase in Rates of Remuneration*

13. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the remuneration of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in rates of remuneration provided by the order referred to in (a) hereof applied to the unexcluded portion of the remuneration of each worker, irrespective of his or her total weekly remuneration.

(3) The term "rates of remuneration" includes time and piece wages and overtime and any other special payments. The term "remuneration" means actual earnings, including time and piece wages and overtime and any other special payments.

#### *Working Periods*

14. 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*

15. 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*

16. 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.

#### *Termination of Engagement*

17. (a) All permanent workers, including permanent performance workers, 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 performance workers.

*Casual Workers*

18. (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 on the nights or matinees on which they are regularly employed.

(b) With the consent of his or her employer a worker 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.

*Notification*

19. Employers shall, on written request, at intervals of not more often than three months, supply to the secretary of the union the names of all workers employed by them under this award.

*Overtime*

20. (a) In the case of youths and females, any time worked in excess of the hours prescribed for the particular work performed 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, each day to stand by itself.

(b) In the case of adult male workers, caretakers, and cleaners, any time worked in excess of the hours mentioned in that Part of the award covering such workers 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, except in the case of caretakers and cleaners, each day to stand by itself.

(c) All workers engaged to work at midnight matinees shall be paid double ordinary rates. A midnight matinee shall be a performance commencing any time between 10 p.m. and 12 midnight and/or terminates after midnight.

(d) All work performed after midnight and before 6 a.m. shall be paid for at double ordinary rates.

*Payment of Wages*

21. 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.

### *Annual Holidays*

22. (a) Workers who are employed on a weekly-wage basis shall, on completion of each twelve months' continuous service under this award, be granted a holiday on full pay as follows: caretakers, twelve continuous working-days; other workers, nine continuous working-days.

(b) Permanent performance workers and workers regularly employed by the hour shall, on the completion of each twelve months' continuous service, be granted a holiday of one week, and shall be paid wages for such holiday at the average weekly earnings of the worker taken over the twelve months immediately preceding the date when the holiday becomes due.

(c) The holiday shall be given and taken within a period of two months after the completion of each twelve months' service, except in cases where it is otherwise mutually agreed.

(d) All substitutes for workers on holidays or sick-leave shall be paid not less than the rate paid to the worker for whom they are deputizing.

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

(NOTE.—Attention is drawn to the provisions of the Annual Holidays Act, 1944, which will apply to workers covered by this award as from the 1st August, 1944.)

### *Holidays*

23. (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. Performance workers who work on any of the three days mentioned above shall be paid double the ordinary performance rate, in addition to any payment to which, if permanent performance 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 or a day in lieu thereof, 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 performance workers one extra performance payment per performance. 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 performance 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.

#### *Uniforms*

24. When an employer requires a worker to wear a uniform, such shall be supplied by the employer, who shall also arrange for its washing, laundering, and repairing. A uniform is a special dress other than a worker's ordinary clothing and the colour and/or style of which is dictated by the employer. Where an employer requires an attendant to wear dress shirts, they shall be deemed to be part of a uniform.

*Meal-hours*

25. 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.

*Additional Duties*

26. (a) No worker shall be required by his or her employer to perform additional duties beyond those coming within the scope of this award, such as duties of a managerial character, duties as a fireman, or duties in connection with bill-posting, without an additional payment over and above the award rate applicable to his or her ordinary occupation.

(b) No worker shall be required to perform the duties attached to two occupations under the award without an additional payment: Provided, however, that nothing in this clause shall relate to arrangements made for interchange of the work of theatre attendants pursuant to the provisions of clause 29 of this award.

(c) Should any dispute arise as to the amount of additional payment to be paid pursuant to either of the two preceding subclauses, the matter shall be referred to a disputes committee set up under clause 30 of this award.

*Voluntary Work*

27. Any person who at any theatre covered by this award performs any of the duties covered hereby shall be bound by the provisions of the award, and any work performed for any consideration other than the rates of pay prescribed herein shall be a breach of the award. This shall not apply to entertainments where not less than 60 per cent. of the gross proceeds is donated to charity.

*Accommodation*

28. Employers shall provide, in theatres where six or more females are employed, a staff-room which shall not be accessible to the public.

*Interchange of Theatre Attendants' Work*

29. 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.

*Matters not provided for*

30. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court within fourteen days after such decision has been made known to the party desirous of appealing.

*Copy of Award*

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

*Right of Entry*

32. The secretary of the union or his authorized representative shall be permitted to interview workers at their place of employment on any one day in each week at a suitable time to be arranged between the employer and the union representative.

*Workers to be Members of Union*

33. (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.

(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*

34. (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.

*Exemption*

35. Nothing in this award shall apply to the Wellington Competitions Society (Inc.) in so far as their annual competition festivals are concerned, except that clause 33 (workers to be members of union) shall apply and that ticket-sellers shall be covered by the hours of work and wages clauses of Part I of the said award.

*Scope and Application of Award*

36. (a) This award shall operate throughout the Taranaki, Wellington, Marlborough, and Canterbury Industrial Districts, and that portion of the Otago and Southland Industrial District comprised in the former Provincial District of Southland.

(b) 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 districts to which this award relates.

*Term of Award*

37. This award shall come into force on the 30th day of June, 1944, and shall continue in force until the 30th day of June, 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 30th day of June, 1944.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The principal matters referred to and settled by the Court related to workers to be covered by award (firemen and ticket enumerators), hours of work for performance workers and duties of workers under Part I, all wage rates except Part II, Sunday meetings, &c., clause, annual holidays for performance workers, half-holiday for day workers and day off for workers employed on Sundays, and the additional duties' clause.

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

The weekly wages of female attendants in picture-theatres have been increased to a gross figure of approximately £2 16s. per week (inclusive of general orders), this rate having been arrived at after giving due consideration to the fact that the maximum weekly hours of these workers is appreciably below forty.

The practices regarding the employment of firemen in theatres appear to vary considerably in different localities, and we do not feel that we have adequate information to enable us to make any satisfactory provision for such workers in the award.

Mr. Monteith is not in agreement, and his dissenting opinion follows.

A. TYNDALL, Judge.

## DISSENTING OPINION OF MR. MONTEITH

I dissent from this award.

The official returns show clearly that attendances at higher-priced seats have increased, and this in spite of the fact that during the hearing for the last Northern award the employers' advocate stated that attendances were declining. The official figures show this to be incorrect. The workers' union tendered witnesses, and no answering evidence was submitted by the employers. The result of the wages awarded will be that female weekly workers have to live on less than 50s. a week, and female cleaners have not secured the same conditions and payment for working broken shifts as is the rule everywhere else in New Zealand (see 41 Book of Awards 614.) Evidence was given that it was harder work cleaning theatres than offices, and of the extra cost that workers incurred in transport, besides inconvenience in attending on broken shifts. No notice has been taken of this evidence, nor of the conditions prevailing in other industries for this class of work. So, for the service rendered, this wealthy industry secures its females cheaper than other industries in New Zealand. I cannot understand why. No protection has been given theatre firemen. A ticket-seller in a theatre works half an hour longer per performance than a ticket-seller in a picture-theatre for the same money. Surely this is inconsistent. Lower wages than for others who employ the same class of workers and wages that in my opinion cannot allow a reasonable standard of living have been awarded, hence my total dissent.

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