

## OTAGO FRONT-OF-HOUSE EMPLOYEES.—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland 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 Dunedin Theatrical and Shows Employees' (other than Stage Hands) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Amalgamated Theatres, Ltd., Octagon Theatre, Dunedin.  
 Brown, J. A., Main Town Hall Dance, Dunedin.  
 Clutha and Matau Agricultural and Pastoral Society, Balclutha.  
 De Luxe Skating Rink, Filleul Street, Dunedin.  
 Dunedin Competitions Society (E. S. Wilson, Secretary), 49 Bond Street, Dunedin.  
 Dunedin Jockey Club, 91 Crawford Street, Dunedin.  
 Dunedin Operatic Society, 49 Bond Street, Dunedin.  
 Dunedin Repertory Society, 159 Cargill Street, Dunedin.  
 Fitzpatrick, J. (Wembley Dance Club), Surrey Street, Dunedin.  
 Forbury Park Trotting Club, 87 Crawford Street, Dunedin.  
 Fuller, J., and Sons, Ltd., St. James Theatre, Dunedin.  
 Green Island Borough Council, Green Island.  
 Hull's Pictures, Alexandra.  
 Kurow Jockey Club, 101 Thames Street, Oamaru.  
 Laurier Picture Theatre, Port Chalmers.  
 Majestic Picture Theatre, Oamaru.  
 New Zealand Amateur Athletic Association, Box 444, Dunedin.  
 Oamaru Jockey Club, 101 Thames Street, Oamaru.  
 Oamaru Trotting Club, 101 Thames Street, Oamaru.  
 Otago Agricultural and Pastoral Society, 83 Crawford Street, Dunedin.  
 Otago Boxing Association, Dunedin.  
 Otago Rugby Football Union, Box 92, Dunedin.  
 Strain, E. N., Anzac Square, Dunedin.  
 Waikouaiti Racing Club, 101 Thames Street, Oamaru.  
 Williamson, J. C., Ltd., Regent Theatre, Octagon, Dunedin.

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 28th day of July, 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 7th day of September, 1944.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

PART I

*Application*

1. This Part of the award shall apply to all workers (other than projectionists and cleaners and caretakers, except where specifically provided for) employed in connection with a theatre in which the screening of motion pictures forms the main part of the performance.

*Hours of Work*

2. (a) Employers shall be at liberty to fix the weekly hours of work for their respective employees according to the exigencies of the particular theatre, which shall not exceed thirty-six hours in the case of ticket-takers, door-keepers,

ushers, and other theatre attendants (other than caretakers and cleaners), 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) Unless otherwise provided, the ordinary hours of work of theatre attendants (other than caretakers and cleaners) shall not exceed the following:—

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

Spruikers: Three hours per performance.

Other Theatre Attendants: From 6.45 p.m. until 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 the performance commences 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*

3. The following shall be the minimum rates of wages:—

	Per Week.	
	£	s. d.
(a) Adults (male) .. .. .	4	13 4
Ticket-sellers .. .. .	2	15 0
Other female attendants and/or youths ..	2	11 0
Performance workers in Dunedin and Oamaru .. .. .	0	6 0

(b) In theatres situated outside a two-mile radius from the chief post-office, Dunedin, in places other than the Oamaru Borough, the minimum rates shall be:—

Attendants (other than caretakers)—night shows, two hours; or matinees, one hour and a half: 5s. 6d. per performance.

Caretakers: 10s. per performance.

Caretakers, if required to take tickets, 2s. 6d. per performance extra.

(c) Attendants who act as firemen shall be paid 1s. 6d. per performance extra.

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

## PART II

*Application*

4. This Part of the award shall apply to workers employed in connection with vaudeville, concert, dramatic, operatic, and other stage shows.

*Hours of Work*

5. Unless otherwise provided, the ordinary hours of work of theatre attendants (other than caretakers and cleaners) shall not exceed the following:—

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

Spruikers: Three hours per performance.

Other Theatre Attendants: From 6.45 p.m. until 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 the performance commences 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*

6. The minimum rates of wages for all theatre attendants coming within this Part of this award and not expressly provided for shall be 6s. per performance.

Firemen who perform no other duties, 6s. 6d. per performance.

Firemen who perform other duties, 7s. per performance.

## PART III

*Application*

7. (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.

*Hours of Work*

8. (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 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*

9. (a) Except as hereinafter provided, the minimum rates of wages 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 for casual male cleaners shall be 2s. 4½d. per hour, and for female cleaners 1s. 10d. per hour.

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

(c) Mayfair Theatre: Male caretakers employed at the Mayfair Theatre, showing not more than seven performances per week, for a week not exceeding thirty hours, shall be paid £4 per week.

## PART IV

*Application*

10. This Part of the award shall apply to attendants at boxing and wrestling shows and at dances.

*Wages*

		Per Performance.		
		£	s.	d.
11. (a) Boxing or wrestling shows:—				
Ticket-sellers	.. ..	0	10	0
Other attendants	.. ..	0	7	6

The provisions of clause 22 shall not apply to workers employed at boxing and wrestling shows.

		Per Performance.		
		£	s.	d.
(b) Dances:—				
Master of ceremonies	.. ..	1	0	0
All other attendants	.. ..	0	12	6

(c) Workers employed under Part IV shall be paid within five minutes of the closing of the performance.

*Hours of Work*

12. The hours shall be not more than five hours, to be continuous between the hours of 6.30 p.m. and 12.30 a.m. the following day.

## PART V

*Special Provisions relating to the De Luxe Skating (Dunedin), Ltd., Dunedin*

13. Subject to the continuation of the existing conditions of employment as set out in a signed memorandum to be deposited with the Clerk of Awards, the De Luxe Skating (Dunedin), Ltd., Dunedin, shall be exempt from all the provisions of this award with the exception of clause 29 (union membership).

## PART VI

14. Nothing contained in this award except clause 15 and clause 29 (workers to be members of union) shall apply to workers employed by the undermentioned bodies, in respect of whom the following special provisions shall apply:—

- Clutha and Matau Agricultural and Pastoral Society.
- Clutha Caledonian Society.
- Dunedin Jockey Club.
- Forbury Park Trotting Club.
- Kurow Jockey Club.
- New Zealand Amateur Athletic Association (Otago Centre).
- New Zealand Amateur Swimming Association (Otago Centre).
- Oamaru Jockey Club.
- Otago Aero Club.
- Otago Agricultural and Pastoral Society.
- Otago Cricket Association.
- Otago Football Association.
- Otago Hockey Association.
- Otago Hunt Club.
- Otago Lawn Tennis Association.
- Otago Rugby Football Union.
- Waikouaiti Racing Club.

(a) Attendants employed at racing, trotting, and hunt club meetings shall be paid—

	Per Day.		
	£	s.	d.
Turnstile-keepers handling cash ..	1	10	0
Ticket-sellers ..	1	10	0
All other male attendants ..	1	5	0
All other female attendants ..	1	0	0

Where a worker has to travel more than ten miles to the place of employment the employer shall provide transport and one meal.

(b) When agricultural and pastoral societies conduct a show which is open to the public throughout the day and/or evening, attendants shall be paid in the case of cash-takers and ticket-sellers not less than 2s. 5d. per hour, and in the case of all other attendants not less than 2s. 2d. per hour.

(c) In respect of all other outdoor fixtures covered by this clause the rates of pay shall be, for cash-takers, not less than 2s. 5d. per hour, and for all other attendants not less than 2s. 2d. per hour.

(d) In the case of workers employed by the hour, the engagement shall be for a minimum period of three hours.

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

##### *Increase in Rates of Remuneration*

15. 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.

*Overtime*

16. All time worked in excess of the hours mentioned in the relevant clauses shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Each day shall stand by itself, except in the case of caretakers and cleaners.

*Special Rates*

17. *Midnight Matinees*: A midnight matinee shall be a performance commencing at any time after 10 p.m. or terminating after midnight. Workers employed in connection with midnight matinees shall be paid at double ordinary rates. Time worked by weekly workers in connection with midnight matinees shall not be counted in the ordinary weekly hours, but shall be paid for at double ordinary rates.

*Annual Holidays*

18. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

*Holidays*

19. (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 so 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 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, Easter Monday, King's Birthday, 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 a 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.

#### *Termination of Employment*

20. (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*

21. 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*

22. Where 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 repair. A uniform is a special dress, other than a worker's suitable ordinary clothing, and the colour and/or the 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.

#### *Commencement of Engagement*

23. 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.

#### *Payment of Wages*

24. Wherever possible, employers shall make payment of wages not later than Thursday of each week. Should any worker be discharged or compelled to leave his or her employment before the end of the week, he or she shall, on request, be paid all moneys due up to the time of leaving the employment prior to departure from the theatre.

#### *Theatre Attendants' Work*

25. The work of theatre attendants shall be interchangeable. A theatre attendant may be required to relieve a mechanical-musical-instrument operator during meal intervals. In the case of a worker 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*

26. 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.

#### *Copy of Award*

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

#### *Right of Entry*

28. 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*

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.

(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.

#### *Application of Award*

31. 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 that portion of the industrial district to which this award relates.

#### *Scope of Award*

32. This award shall operate throughout that portion of the Otago and Southland Industrial District formerly known as the Otago Provincial District.

#### *Term of Award*

33. This award, in so far as it relates to wages, shall be deemed to have come into force on the 28th day of July, 1944, 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 28th day of July, 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 7th day of September, 1944.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

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

A. TYNDALL, Judge.

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