

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 association, societies, local authorities, persons, firms, and companies (hereinafter called "the employers") :—

TARANAKI INDUSTRIAL DISTRICT

Amalgamated Theatres, Ltd., State Theatre, New Plymouth.
New Plymouth Picture Theatres, Ltd., Opera House, New Plymouth.
Stratford Theatres, Ltd., King's Theatre, Stratford.

WELLINGTON INDUSTRIAL DISTRICT

Associated Choral Unions of New Zealand, 69 Victoria Street, Wellington.
Greytown Borough Council, Town Hall, Greytown.
Marton Borough Council, Civic Theatre, Marton
N.Z. Theatre Proprietors' Industrial Association of Employers, 8-12 The Terrace, Wellington.
Wanganui City Council, Opera House, Wanganui.
Wellington Competitions Society, Colonial Mutual Life Assurance Society Building, Customhouse Quay, Wellington (N. G. Glover, Secretary).
Williamson, J. C., Picture Corporation, Regent Theatre, Wellington.
Williamson, J. C., Theatres, Ltd., Grand Opera House, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Dawkins, R. G., Albert Hall, Picton.

CANTERBURY INDUSTRIAL DISTRICT

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

SOUTHLAND INDUSTRIAL DISTRICT

Fuller Picture Corporation, Ltd., 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 8th day of November, 1948, and shall continue in force until the 8th day of November, 1949, 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 29th day of October, 1948.

[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 performing duties for which wages and conditions are prescribed herein.

This award shall not apply to managers or assistant managers of theatres.

PART I.—PICTURE-THEATRES

Definition

2. This Part of this 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. Such weekly hours shall be worked in five days, Monday to Saturday inclusive. In no case shall more than seven and a half 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) The hours of work of performance workers shall not exceed three hours per performance, except in the case of ticket-sellers, for whom the hours of work shall not exceed two and a half hours per performance. The hours of work of all performance workers shall be worked in five days, Monday to Saturday inclusive.

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)	6	2	6
Youths and/or females	3	13	0
	Per Performance.		
	s.	d.	
Performance workers	9	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 12s. per performance.

PART III.—CARETAKERS AND CLEANERS

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 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.

(c) Where the daily working-hours of cleaners are not continuous, the worker shall be paid 1s. per day extra. Where the daily hours of caretakers other than caretakers resident on the theatre premises are not continuous, such caretakers shall be paid 1s. per day extra.

Wages

11. (a) The minimum rates of pay for caretakers shall be £6 15s. per week, for male cleaners £6 2s. 6d. per week, and for female cleaners £4 2s. 6d. per week. The rates of pay for casual male cleaners shall be 3s. 1½d. per hour, and for female cleaners 2s. 7d. 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, 16s.; two meetings, 22s. 10d.; three or more meetings or continuous for five hours or more, 36s. 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.

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 Employment

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.

Termination of Employment

16. (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

17. (a) The rate for casual workers employed on less than five showing-days in one week 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 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

18. 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

19. (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 shall be a performance commencing any time between 10 p.m. and 12 midnight and/or terminating after midnight.

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

(d) Any worker required to work overtime shall be paid a minimum of half an hour for each week he or she is required to work overtime.

Payment of Wages

20. 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.

Holidays

21. (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) Each holiday mentioned in the foregoing subclauses shall be deemed to be a day on which the hours usually worked by the worker 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 on the first regular pay-day thereafter.

(d) No deduction shall be made from the wages of any worker in respect of any of the holidays mentioned in subclauses (a) and (b) when any of the aforementioned holidays falls on a day of the week which in normal circumstances would have been an ordinary working-day for the worker concerned.

(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 a Sunday shall be granted one full day off without deduction from pay during the immediately ensuing week.

Annual Holidays

22. (a) Annual leave shall be granted to all workers in accordance with the provisions of the Annual Holidays Act, 1944, and its amendments.

(b) In computing a worker's annual holiday pay, there shall be included one twenty-fifth of the amount paid in extra allowances in accordance with clause 25 during the period in respect of which the holiday is given. Where a holiday is taken in two periods, the amount payable under this clause shall be divided proportionately.

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

Uniforms

23. (a) 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.

(b) Where theatre attendants are required by the employer to wear dinner suits or evening dress suits, they shall be paid an additional sum of 1s. 9d. per night.

Meal-hours

24. (a) 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.

(b) If in case of emergency a worker is called upon to work more than four hours without an interval for a meal, the said worker shall be paid double time rates for any time worked in excess of the four hours until a meal interval is given.

Additional Duties

25. (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 rates 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 work of theatre attendants pursuant to the provisions of clause 28 of this award.

(c) Should any dispute arise as to the amount of additional payment to be made pursuant to either of the two preceding subclauses, the matter shall be dealt with in manner prescribed by clause 29 of this award.

Voluntary Work

26. 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

27. (a) Employers shall provide in all theatres where four or more females are employed a staff-room which shall not be accessible to the public.

(b) Any worker required to remain on duty after the interval shall be provided with a seat.

Interchange of Theatre Attendants' Work

28. 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

29. 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, any dispute

in connection with any matter not provided for in this award, or arising out of this award, shall be settled between the particular employer concerned, or his representative, 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 for the district, who may decide the same or refer the matter to the Court.

Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Copy of Award

30. 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

31. 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

32. (a) Subject to the provisions of subsection (5) of section 18 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) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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

33. (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

34. 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 32 (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

35. (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

36. This award shall come into force on the 8th day of November, 1948, and shall continue in force until the 8th day of November, 1949.

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 29th day of October, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The principal matters referred to and settled by the Court were as follows: hours of work for caretakers and cleaners (subclause (c)), and workers' claims that where no caretaker employed one cleaner to be paid wage rate fixed for caretakers; period of annual leave; holidays (subclauses (a), (b), and (c)), and workers' claims that no worker be required to work on a holiday unless he or she volunteers to do so; the rate of allowance to be paid to workers who are required to wear dinner suits; meal-hours (subclause (b)); additional-duties clause; and employers' proposal that the word "period" be substituted for the word "performance" wherever it appears in the award.

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

For the information and convenience of parties, the schedule of rates recently decided upon by the Court under the additional-duties clause of the previous award is set out hereunder:—

(a) Any worker who is required to perform duties of a managerial character shall be paid not less than £1 7s. 6d. per week additional to his or her ordinary wage.

(b) A worker who is required to perform fireman's duties shall be paid not less than 2s. per performance additional to the ordinary wage.

(c) A worker who is required to do bill-posting within the ordinary weekly hours shall be paid not less than 1s. 6d. per hour while so employed additional to the ordinary wage.

(d) Where bill-posting is done by a weekly worker outside the ordinary weekly hours he shall be paid the overtime rate provided in the now current award.

(e) Performance workers shall be paid not less than 1s. 6d. per hour extra if required to do bill-posting during the ordinary performance hours. If such work is done outside the ordinary performance hours he shall be paid at the rate of 4s. 6d. per hour.

(f) Workers who are required to perform duties additional to their regular duties but within the ordinary hours of work shall be paid not less than 1s. 6d. in addition to their ordinary wage per performance for each duty performed.

[L.S.]

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. ALLERBY

I am not in agreement with the majority of the Court in respect of annual leave, holidays, and the position as to remuneration where there is dual management of theatres.
