

NEW ZEALAND ACTORS AND ACTRESSES.—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Wellington, Taranaki, Marlborough, Nelson, Westland, 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 Actors Equity of New Zealand Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

Amalgamated Theatres, Ltd., State Theatre, Christchurch.

Christchurch Cinemas, Ltd., Royal Theatre, Christchurch.

Fuller, John and Sons, Ltd., St. James Theatre, Courtenay Place, Wellington.

Fullers Theatre Corporation, Ltd., Empire Theatre, Dunedin.

Light Opera Co., Civic Buildings, Queen Street, Auckland.

Ophir Reese Revue Co., care of Mr. Ophir Reese, 24 Bradford Street, Parnell, Auckland.

Regent Theatre Co., Ltd., Regent Theatre, Dunedin.

Theatre Management, Ltd., P.O. Box 2191, Auckland.

Williamson, J. C., Theatres, Ltd., Grand Opera House, Manners Street, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 day of the date hereof and shall continue in force until the 3rd day of December, 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 3rd day of December, 1948.

A. TYNDALL, Judge.

SCHEDULE

Workers Covered by Award

1. Workers to whom this award shall apply are actors, actresses, dancers, singers, vaudeville artists, supernumeraries, understudies, and all other artists who appear before the public in connection with any theatrical or other production, whether members of touring companies from overseas or otherwise; but not workers whose weekly salary is at the rate of £12 or more per week.

Hours of Work

2. (a) A week's work shall be not more than eight performances (eighty hours per fortnight), to be worked within six days, Monday to Saturday inclusive, for musical comedy, grand opera, drama, comedy, or comic opera.

For vaudeville, revue, or pantomime presentations, not more than twelve performances shall be worked in six days, Monday to Saturday inclusive.

(b) For each extra performance in excess of eight and not exceeding twelve in any one week, the employee shall be paid one-ninth of the weekly wage, in addition to such wage.

Rates of Pay

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

(a) Actor: £6 15s. per week.

(b) Actress: £6 7s. 6d. per week.

(c) Male engaged in the chorus or ballet: £6 6s. per week.

(d) Female engaged in the chorus or ballet: £5 10s. per week.

(e) Casual workers employed for less than eight performances shall be paid not less than one-eighth *pro rata* on the weekly wage, plus 12½ per cent. thereon.

(f) Supernumeraries engaged by the week shall be paid 5s. for each rehearsal and 6s. for each performance, with a minimum payment of £2 10s.

(g) Juvenile Rates:—

(i) Males—

	Per Week.		
	£	s.	d.
Under fourteen years of age and not within subclause (c) hereof ..	1	12	6
Fourteen years of age and under sixteen years of age ..	2	7	6
Sixteen years of age and under eighteen years of age ..	3	15	0

(ii) Females—

Under fourteen years of age and not within subclause (d) hereof ..	1	12	6
Fourteen years of age and under sixteen years of age ..	2	7	6
Sixteen years of age and under eighteen years of age ..	3	10	0

(h) Notwithstanding the foregoing, students may be employed by mutual arrangement between the relative union and the employer concerned.

(i) On Tour: To the above rates shall be added a touring-allowance where the company is established to tour at the rate of £2 5s. per week, except that when travelling overseas the on-tour payment whilst on shipboard shall be a rate agreed upon between the union and the employer.

On tour, juveniles of sixteen years and over shall receive the adult rate prescribed herein.

(j) A member of the ballet or chorus who acts as deputy ballet or chorus master or mistress or who, under the instruction and supervision of the producer or stage manager, supervises the numbers or acts to be performed by the ballet during a performance shall be paid not less than 16s. per week in addition to the weekly rate.

(k) If an employee is required by his or her employer to act as understudy, he or she shall be paid an additional 5s. per week for each part understudied as required, except that in cases where the part or one of the parts understudied is that of the leading actor or comedian or leading actress or comedienne, 10s. per week shall be paid for that part in addition to the 5s.

Where a worker is engaged as a walking understudy, he or she shall be paid not less than the minimum rate prescribed for actors or actresses, as the case may be, plus the appropriate rate for each additional part understudied, as set out in this subclause.

(l) Definitions: "Engaged by the week" means being engaged for at least a week of employment, terminable only in the manner prescribed by clause 5 of this award, or being engaged for employment to last longer than a week.

"Actor" or "actress" means a person who takes part in a performance and is required to speak in the aggregate more than five lines, or to sing by himself or herself, or to dance solo during any performance, or to perform any specialty.

"Supernumerary" means a person who takes part in a performance but is not required therein to speak by himself or herself in the aggregate more than two, or in Shakespearean productions more than five lines, exclusive of shouts, exclamations, and utterances marked by authors or stage direction for all (omnes) the players on the stage to speak at the same time, nor required to sing in the aggregate more than sixteen, or in Shakespearean productions more than thirty-two bars of the musical score (if any), and includes any one appearing as extra lady, show girl, or mannequin.

Overtime

4. (a) For all time worked in excess of eight hours in any one day or eighty hours in any one fortnight, overtime shall be paid at the rate of time and a quarter.

(b) If an employee is detained in the theatre by the employer until after 11.30 p.m., he shall be paid for the time he is detained after 11.30 p.m. at the rate of time and a half.

(c) If a female is detained to an hour that prevents her travelling by the last train, tram, or vessel to her home (temporary or permanent as the case may be), the employer shall provide for her proper conveyance to her home. This provision shall also apply to any male employee if his home is more than a mile from the theatre.

Terms of Engagement

5. (a) In the case of employees not engaged for a tour, the employment shall be terminated on either side only by a week's notice, either given in writing or plainly posted up on the call board or other place seen by the employees in the ordinary course of their employment, which notice may be given at any time during the week, and the employee shall only be entitled to payment *pro rata* for the time up to the expiration of the notice.

Forty-eight hours' notice shall be given by either side where the worker is engaged for less than eight consecutive performances.

(b) Workers engaged for a tour shall be returned to the place of their engagement and wages and touring-allowance shall be paid up to and including the day of return to their place of engagement, when the employment is deemed to be terminated. Should the employee leave the employer's employ during the course of the tour, such employee shall be responsible for his or her own return fare, unless such leaving be justified by and directly attributable to a breach of the award by the employer with respect to such employee during the employment, in which case the fare shall be payable by the employer.

(c) No deduction shall be made from the weekly wage except for time lost by an employee through his or her own default, sickness, or accident, but nothing in this award shall affect the legal right of an employer to dismiss without notice any employee, whether on tour or not, for malingering, neglect of duty, or misconduct; and in the case of such dismissal, wages shall be payable for the employment up to, but not after, the time of dismissal.

Annual Leave

6. The provisions of the Annual Holidays Act, 1944, shall apply to workers covered by this award, but, with the consent of the employer, the holiday may be postponed in whole or in part and the unused leave accumulated so that it be not postponed beyond the second year.

Holidays

7. (a) For all work done on New Year's Day, Easter Monday, the birthday of the reigning Sovereign, Boxing Day, and Labour Day, time and a half rates shall be paid.

For Anniversary Day, time and quarter shall be paid, but not more than one additional payment shall be made to the worker for such holidays during any one year.

For Good Friday, Anzac Day, Christmas Day, and Sunday, double rates shall apply.

(b) If any of the holidays, other than Anzac Day, mentioned in this clause falls on a Sunday, then in such case the following Monday shall be regarded as a holiday.

(c) No deduction shall be made from the wages of weekly workers in respect of any of the holidays mentioned in sub-clause (a). No worker shall be required to work on Good Friday, Anzac Day, or Christmas Day, or a Sunday, unless he or she volunteers to do so.

Rehearsals

8. Where a rehearsal is held on the same day as a performance, the rehearsal shall not exceed four and a half hours in duration. Such rehearsal shall commence not before 10 a.m. and shall finish at or before 4 p.m. with an interval of not less than one hour, or, at the employer's option, the rehearsal may commence at 10 a.m. and continue until 1.30 p.m. without an interval. If no performance is held on the same day as rehearsal, such rehearsal shall not exceed eight hours in duration, with an interval of at least one hour for a meal. The employee shall be ready to begin rehearsal at the time fixed to start. Each interval shall extend for at least one hour, exclusive of any time necessary for dressing, undressing, redressing, and making-up or other work. The said interval shall be given during the period between the hours of 12 noon and 2 p.m. and 6 p.m. and 8 p.m. If the aforesaid hours are exceeded or the interval of one hour is curtailed, overtime shall be paid for the extra time worked and for the time of curtailment. Where, by special agreement between the secretary or local representative of Actors Equity, tuition is given by a producer, ballet master, or ballet mistress to an individual or a small group of individuals at the request of the individual or individuals concerned, such special tuition shall be excluded from the provisions of this clause.

Payment for Rehearsals

9. (a) Where a worker is employed by the week, there shall be no payment for rehearsals unless overtime rates apply.

(b) Where a worker before engagement is attending rehearsals at the direction of an employer for a theatre production, such worker shall be paid one-half of the minimum weekly rates covered under this award (plus the full touring-allowance where applicable) for any week in which the number of hours worked at such rehearsal does not exceed twenty,

and full rates for any week in which such number of hours exceeds twenty, but if any such period exceeds four weeks, full rates shall be paid for each week in excess of four.

Travelling-time

10. (a) Where a worker is required to travel on a night when a performance would normally be given, such travelling-time shall be treated as if a performance were given.

(b) Employees shall travel to and fro first class, whether by boat, rail, or otherwise.

Transportation of Luggage

11. (a) All luggage required by the worker in the execution of his or her duties shall be taken from the wharf or railway-station to the theatre and from the theatre to the wharf or railway-station, and from theatre to theatre, at the employer's expense.

(b) All reasonable personal luggage shall be transported from the wharf or railway-station to and from the theatre at the employer's expense. All reasonable care but no responsibility shall be taken by the employer.

Time for Dressing

12. Thirty minutes shall be allowed an employee for preparatory duties incidental to a performance such as undressing, making-up, and redressing, and fifteen minutes shall be allowed after a performance for undressing, washing off grease-paint, and redressing; such time shall count as working-time.

Wardrobe and Make-up

13. (a) The employer shall provide make-up in the case of supernumeraries.

(b) Actors and actresses shall provide their own make-up. When the employer requires the employee to use special body make-up (other than facial or in cases of specialty acts), the employer shall provide such make-up. Where special body make-up is used, hot water and a suitable tub shall be provided.

(c) The employer shall provide wardrobe "wigs" and appurtenances required by him to be used in performances or rehearsals, and they shall be clean when so provided.

(d) Actors and actresses shall provide the customary wardrobe, modern walking or evening dress, including boots, shoes, and gloves, as well as linen and haberdashery, &c.

(e) All laundry made necessary by the work of the employee for the employer shall be done at the employer's expense.

Payment of Wages

14. (a) 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.

(b) All touring theatrical companies and such other enterprises shall lodge at a trading bank, to be mutually agreed upon between the union and the employer concerned, the return fare to the place of engagement, to and from such point as shall be agreed upon between the management and Actors Equity, and one week's salary of each artist employed by the company, in order that no touring artist be stranded.

J. C. Williamson Theatres, Ltd., and Theatre Management, Ltd., and such other companies as may be agreed upon between the union and the employer, shall be excluded from this subclause.

Wages and Time Book

15. A wages and time book in accordance with the requirements of section 101 (5) of the Industrial Conciliation and Arbitration Act, 1925, shall be kept by all parties bound by this award.

Meal-hours

16. Except when travelling, one hour shall be allowed for dinner between 12 noon and 2 p.m., one hour for tea between 5 p.m. and 7 p.m. On matinee days, one and a half hours shall be allowed for dinner. No employee shall be required to work during meal-hours.

Artists appearing in vaudeville and revue who are called upon to perform twice nightly and who are not given the full hour's break for tea shall receive a break of half an hour, and as compensation for this reduced break shall receive extra remuneration at the rate of 3s. 6d. per night on nights when two performances are presented without the full hourly break.

Notification

17. 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.

Disputes

18. The essence of this award being that the work of the employer 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 and not dealt with in this award, 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 against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Right of Entry

19. The president or general secretary or an official of the union duly authorized in writing shall, not more often than twice in one week, have access to any employer's premises to interview members of the union on union matters when they are off duty, the place of interview to be approved by the employer. Such interviews shall not take place between 4.30 p.m. and 6 p.m. on Wednesday or upon such other days as may be agreed upon between the union and the employer concerned, and the union shall have the right within the week immediately preceding the day of the interview to put a notice on the notice-board of the premises that the representatives of the union will be at the premises on the particular day so agreed upon. No representative of the union shall visit a theatre during a performance unless specifically authorized by the employer in writing.

Copy of Award

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

Workers to be Members of Union

21. (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.)

Scope of Award

22. This award shall operate throughout the Northern, Wellington, Taranaki, Nelson, Marlborough, Westland, Canterbury, and Otago and Southland Industrial Districts.

Application of Award

23. 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

24. This award shall come into force on the day of the date hereof, and shall continue in force until the 3rd day of December, 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 3rd day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

2539

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.
