

**NORTHERN INDUSTRIAL DISTRICT SHOW, CARNIVAL AND EXHIBITION
EMPLOYEES—INDUSTRIAL AGREEMENT**

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 10th day of March 1958, between the Auckland Theatrical and Places of Amusement Employees' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and:

Auckland Agricultural and Pastoral Association (Inc.) Showgrounds, Epsom,
Auckland S.E. 3

Auckland Public Relations Office Inc., Achilles House, Customs Street,
Auckland C. 1

Tauranga Agricultural and Pastoral Association, Tauranga

Waikato Agricultural and Pastoral Association, Hamilton

Waikato Winter Show Association, Hamilton

Whangarei Agricultural and Pastoral Society (Inc.), Whangarei,

(hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.
2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Industry to Which Agreement Applies

1. This agreement shall apply to workers classified in clause 3 hereof, employed in shows, carnivals or exhibitions promoted by employers who are parties to this agreement.

Hours of Work

2. (a) Where the function conducted by the employer commences not earlier than 8 a.m. and ends not later than 5 p.m. the hours of work shall not exceed eight in any one day.

(b) Where the function conducted by the employer commences not earlier than 8 a.m. and ends not later than 11 p.m. the hours of work shall not exceed thirteen in any one day.

Rates of Pay

3. The minimum rates of pay for the undermentioned classes of workers shall be as follows:

	Per Hour
	s. d.
(a) Workers under clause 2 (a)—	
Gate-keepers and other workers	5 7
Ticket sellers	5 10
(b) Workers under clause 2 (b)—	
Gate-keepers and other workers	6 10
Ticket sellers	7 1

With the exception that those workers who commence work not earlier than 5 p.m. shall be paid the following rates:

	Per Hour
	s. d.
Gate-keepers and other workers	6 1
Ticket sellers	6 4

(c) Car ticket sellers shall be paid 1d. per hour extra.

Meal Allowance

4. After each working period of not more than five hours, the employer shall, if the worker is required to continue working for a further period, either provide the worker with a suitable meal or pay a meal allowance of 4s. 6d. Time shall be allowed the worker to partake of the meal.

Commencement of Engagement

5. Any worker who is instructed to report for work and does report at the appointed place, shall be paid a minimum of three hours' pay.

Special Clothing

6. If the employer requires the worker to wear special clothing, such clothing shall be supplied and maintained by the employer.

Deduction of Union Fees

7. It shall be a condition of employment under this agreement that the employer shall deduct all union fees by agreement with the worker, and remit them to the union together with the names and addresses of the workers.

Wet Weather

8. All workers required to work in the rain if not supplied with waterproof clothing or an appropriate shelter shall be paid an allowance of 5s. per day or part thereof.

Annual Holiday

9. (a) The provisions of the Annual Holidays Act 1944 shall apply to all workers covered by this agreement.

(b) Holiday pay shall be paid to workers with wages immediately after the completion of the engagement.

Partial Exemption

10. The Auckland Agricultural and Pastoral Association shall be exempt from this award in respect of its caretaker at Epsom so long as his rate of pay and conditions are not less favourable than at present.

Matters Not Provided For

11. The essence of this agreement being that on no account whatsoever shall the work be impeded, any dispute in connection with any matter not provided for in this agreement 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 Agreement

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

Right of Entry

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

Workers to be Members of Union

14. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement, or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(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 agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

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

Under-rate Workers

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 workers' 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.

Scope of Agreement

16. This agreement shall operate throughout the Northern Industrial District.

Term of Agreement

17. This agreement shall come into force on 1 January 1958 and shall continue in force until 30 June 1959.

In witness whereof the parties hereto have executed these presents on the day and year first above written.

Signed for and on behalf of the Auckland Agricultural and Pastoral Association—
J. E. SCANLON.

Witness to the above signature—M. Davies.

Signed for and on behalf of the Auckland Public Relations Office Inc.—
MELVILLE L. TRONSON.

Witness to the above signature—Marian Finnigan.

Signed for and on behalf of the Tauranga Agricultural and Pastoral Association—
E. L. YOUNG.

Witness to the above signature—R. S. Biesen.

Signed for and on behalf of the Waikato Agricultural and Pastoral Association—
J. M. GRIFFITH, Secretary.

Witness to the above signature—G. D. Smith.

Signed for and on behalf of the Waikato Winter Show Association—
WM. H. PAUL, Secretary.

Witness to the above signature—F. Allen.

Signed for and on behalf of the Whangarei Agricultural and Pastoral Society—
DERRICK G. SOFIO, Secretary.

Witness to the above signature—W. H. Humphreys.

Signed for and on behalf of the Auckland Theatrical and Places of Amusement
Employees' Industrial Union of Workers—

T. E. SKINNER, Secretary.

Witness to the above signature—G. W. McKinnon.