

TARANAKI, WELLINGTON, MARLBOROUGH, NELSON, WESTLAND, 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, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—
In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand (except Northern) Theatrical and Places of Amusement and Related Employees Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned union, 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., Kings Theatre, Stratford.

WELLINGTON INDUSTRIAL DISTRICT

Greytown Pictures Ltd., Town Hall, Greytown.
Marton Theatres Ltd., Civic Theatre, Marton.
N.Z. Motion Picture Theatre and General Theatrical Industrial Union of Employers, 49-51 Courtenay Place, 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, Sec.).
Williamson, J. C., Picture Corporation, Regent Theatre, Wellington.
Williamson, J. C., Theatres Ltd., Grand Opera House, Manners Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Blenheim Amusements Ltd., Palace Theatre, Blenheim.
Dawkins, R. G., Albert Hall, Picton.
Ford, C. E., Mayfair Theatre, Kaikoura.

NELSON INDUSTRIAL DISTRICT

Amalgamated Theatres Ltd., Auckland.
Golden Bay Theatre Syndicate, Takaka.
Kerridge Theatres Ltd., P.O. Box 2191, Auckland.
Lark, M. J., Picture Hall, Wakefield.
Murchison Theatres Ltd., Murchison.

WESTLAND INDUSTRIAL DISTRICT

Denniston Miners' Union, Denniston.
Inangahua Hall Trust Board, care of Post Office, Inangahua Junction.
Kerridge Theatres Ltd., P.O. Box 2191, Auckland.
Runanga State Coal Miners' Industrial Union of Workers, Picture Hall, Runanga.
Theatre Enterprises (Westland) Ltd., St. James Theatre, Westport.
West Coast Amusements Ltd., Opera House, Greymouth.
West Coast Cinemas Ltd., Weld Street, Hokitika.

CANTERBURY INDUSTRIAL DISTRICT

Gore Pictures Ltd., Rex Theatre, Riccarton.
Knight, C. G., Town Hall, Geraldine.
South Canterbury Picture Co. Ltd., Elite Theatre, Temuka.
Waimate Amusements Ltd., Arcadia Theatre, Waimate.

SOUTHLAND DISTRICT

Fuller Theatre 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 terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 18th day of August 1962, and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 September 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Workers Covered by Award

1. This award shall apply to all theatre attendants, including caretakers and cleaners, employed in picture theatres or in theatres where vaudeville, concert, dramatic or operatic entertainment is performed.

PART I—WORKERS OTHER THAN CARETAKERS AND CLEANERS

Definition

This part of the award shall apply to theatre attendants other than caretakers and cleaners.

Hours of Work

2. (a) *Weekly Workers*—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 32 hours in the case of ticket-sellers, and 36 hours in the case of doorkeepers, ushers, and other theatre attendants. 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) *Period Workers*—The hours of work of period workers shall be not less than three hours nor more than four hours in any one period. The hours of work of all period workers shall be worked in five days, Monday to Saturday inclusive.

Wages

3. (a) The following shall be the minimum rates of wages payable to theatre attendants:

Weekly Workers:	Per Week		
	£	s.	d.
Adults (males)	11	6	3
Youths and/or females	7	14	0
	Per Hour		
	s.	d.	
Period Workers	5	6½	

(b) Weekly workers substantially employed as ticket-sellers shall be paid 5s. per week and period workers substantially employed as ticket-sellers shall be paid 9d. per period, as cash risk allowance.

(c) For the purpose of this clause a youth shall be a male person under the age of 20 years.

(d) Period workers employed at performances where the screening of motion pictures is not the main part of the performance, shall be paid a minimum of £1 2s. 2d. per period.

Weekly workers who are occasionally so employed, shall be paid an extra 5s. 6½d. per period.

Sunday Work

4. (a) All work done on Sundays shall be paid for at double the hourly rate specified for period workers in clause 3 (a), with a minimum of three hours for each period.

(b) Weekly workers employed in the theatre shall be given first option to accept each Sunday engagement, but no worker shall be under any obligation to work on a Sunday unless he or she has previously accepted the engagement.

Casual Workers

5. (a) The rate for casual workers employed on less than five showing-days in one week shall be 7d. per hour additional to the 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.

Saturday Work

6. Weekly workers required to work on Saturdays as part of their ordinary weekly hours shall be paid for the time so worked at one quarter of their equivalent hourly rate extra, in addition to their ordinary wages.

PART II—CARETAKERS AND CLEANERS

This Part of the award shall apply to caretakers and cleaners.

Hours of Work

7. (a) Save as hereinafter provided, the ordinary hours of work of caretakers and/or cleaners shall be 40 per week, to be worked to suit the exigencies of the particular establishment.

(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 2s. 6d. 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 2s. 6d. per day extra.

Wages

8. (a) The minimum rates of pay for caretakers shall be £12 4s. 9d. per week; for male cleaners £11 9s. 9d. per week; for female cleaners £8 4s. per week. The rates of pay for casual male cleaners shall be 5s. 8½d. per hour, and for casual female cleaners 4s. 9d. per hour.

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

(c) Caretakers and cleaners who are placed in charge of five or more workers shall be paid 2s. 6d. per day extra.

(d) Workers required to work 20 ft from the ground or floor or from 20 ft above a verandah shall be paid 3s. extra per day or portion of a day unless a suitable staging is erected.

Saturday Work

9. Caretakers and cleaners employed on a weekly basis and who are required to work on Saturday as part of their ordinary weekly hours, shall be paid for the time so worked at one quarter of their equivalent hourly rate extra, in addition to their ordinary wages.

Sunday Meetings, etc.

10. 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, £1 3s. 6d.; two meetings, £1 13s.; three or more meetings or continuous for five hours or more, £2 12s. 6d. Time paid for under this clause shall not be included for the purpose of computing payment or any other provision in this award.

General

11. (a) 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.

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

(c) No female shall be required to clean any men's lavatory during any time when it is accessible to the public.

(d) Workers required to perform unusually dirty work shall be provided with overalls.

PART III—GENERAL PROVISIONS APPLICABLE TO ALL WORKERS

This Part of the award shall apply to all workers.

Overtime

12. (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.

Additional Duties

13. (a) A worker who is required to perform the duties of a fireman shall be paid not less than 3s. per period in addition to his ordinary wage.

(b) A worker who is required to do bill-posting within his ordinary hours shall be paid 2s. 2d. per hour in addition to his ordinary wage while so employed. A weekly worker who is required to do bill-posting outside his ordinary weekly hours shall be paid at his appropriate overtime rate as prescribed in the award.

(c) A period worker shall be paid not less than 2s. 2d. per hour extra if required to do bill-posting during his ordinary working hours; if such work is required to be done outside his ordinary working hours he shall be paid at the rate of not less than 5s. 9d. per hour.

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.

No Reduction in Wages

15. No worker in any position or employment at the date of coming into force of the provisions relating to wages in this award shall have his or her wages as at that date reduced in respect of that position or employment as a consequence of the coming into operation of this award.

Working Periods

16. 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.

Payment of Wages

17. 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.

Requirements of Economic Stabilisation Regulations

18. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Holidays

19. (a) (i) Weekly 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.

(ii) Period workers who work on any of the three days mentioned above shall be paid double the ordinary hourly rate in addition to any payment to which they may be entitled under subclause (e) of this clause.

(iii) Caretakers and cleaners who work on any of the three days mentioned above shall be paid double time for the time worked, in addition to their ordinary weekly wage. Casual cleaners shall be paid double ordinary rates for time worked on any of the three days mentioned above in addition to any payment to which they may be entitled under subclause (e) 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, and Boxing Day, double the ordinary rates shall be paid. Double time rates shall mean in the case of weekly workers and caretakers and cleaners an extra day's pay, in the case of casual cleaners an extra hour's pay per hour, and in the case of period workers one extra payment per period.

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

(d) 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.

(e) No deduction shall be made from the wages of any worker in respect of any of the holidays mentioned in this clause 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.

(f) 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.

Annual Holidays

20. (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 13 during the period in respect of which the holiday is given. Where a holiday is taken in two periods, the amount payable under this subclause shall be divided proportionately.

(c) At least one month's notice shall be given each worker before the commencement of his annual holidays. The date arranged shall not be altered unless mutually agreed to.

(d) Workers entitled to receive holidays provided in this clause shall be paid all wages due, including the holiday period, prior to the commencement of the holidays.

(e) 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 deputising.

Meal-hours

21. (a) No worker shall be employed for more than five 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 five hours without an interval for a meal, the said worker shall be paid double time rates for any time worked in excess of the five hours until a meal interval is given.

Interchange of Theatre Attendants' Work

22. 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.

Commencement of Employment

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.

Termination of Employment

24. (a) In the case of weekly workers, caretakers and cleaners and permanent period workers, one week's notice of termination of engagement shall be given by either side. Where the employment is terminated without the requisite notice, one week's wages shall be paid or forfeited as the case may be.

(b) In the case of all casual workers and casual period workers, one day's notice of termination of engagement shall be given by either side. Where the employment is terminated without the requisite notice, one day's wages shall be paid or forfeited as the case may be.

(c) The above provisions shall not prevent an employer from summarily dismissing any worker for misconduct and such worker shall be paid only the wages due to the time of his dismissal.

Uniforms

25. (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. When 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 provided by the employer.

Equipment

26. Employers shall provide all cleaning materials, torches and torch batteries for workers required to use them and the workers shall be responsible for same.

Accommodation

27. (a) Where workers are required to wear a uniform, a change room shall be provided. Where no change room is required provision shall be made for the storage under lock and key of the worker's clothing.

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

Transport

28. In places where there is normally a regular public conveyance after an evening entertainment or midnight matinee, the employer shall provide proper conveyance for the worker if a female, to her home, or if a male, to his home if more than a mile from his place of employment, if that regular public conveyance has ceased before the end of the entertainment.

Voluntary Work

29. 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.

Copy of Award

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

Workers to be Members of Union

31. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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.

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

(e) The employer shall arrange for a member of the staff to collect union fees and remit them to the union.

(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.)

Right of Entry

32. The secretary or any other officer or authorised representative of any union of workers bound by this award is empowered to enter at all reasonable times upon the premises of any employer bound by the award, and there to interview any workers, but not so as to interfere unreasonably with the employer's business.

Disputes Committee

33. 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 or difference arising between the parties, or any of them, as to any matter arising out of or connected with the award, but not specifically dealt with therein, shall be referred, at the request of any party thereto, to a local disputes committee constituted in accordance with section 176 of the Industrial Conciliation and Arbitration Act 1954. Should the members of the committee be unable to arrive at a decision the chairman may, in his discretion, either decide the matter, in which case his decision shall be deemed to be the decision of the committee, or refer the matter, through the Conciliation Commissioner, to the Court for settlement. The procedure and decisions of the committee shall be governed by section 178 of the Industrial Conciliation and Arbitration Act 1954. Any party to the dispute or difference, may appeal to the Court against any decision of a local disputes committee upon giving written notice of such appeal to the other party within twenty-one days after such decision has been communicated to the party desiring to appeal.

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 14 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 31 (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 hereof.

Scope and Application of Award

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

(b) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the working-week in each establishment commencing on or after the 1st day of April 1960, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 18th day of August 1962.

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 September 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Clause 31 (e) has been inserted in the form in which it was agreed upon in Conciliation Council, but its incorporation in the award is not to be taken as an indication that the Court is satisfied with its validity.

A. TYNDALL, Judge.
