

NEW ZEALAND ACTORS AND ACTRESSES—AWARD

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

In the Court of Arbitration of New Zealand, Northern, 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 Actors Equity of New Zealand Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned union and companies (hereinafter called “the employers”):

Amalgamated Theatres Ltd., State Theatre, Christchurch.

Blenheim Amusements Ltd., His Majesty's Theatre, Blenheim.

Christchurch Cinemas Ltd., Theatre Royal, Christchurch.

Kerridge Odeon Theatres, C.P.O. Box 2191, Auckland.

Light Opera Co., 79 Wakefield Street, Auckland.

Marlborough Repertory Society, care of Parker and Hood, Alfred Street, Blenheim.

Nelson Amusements Ltd., Majestic Theatre, Nelson.

Nelson Repertory Society (Secretary, G. Cameron), P.O. Box 55, Nelson.

New Zealand Motion Picture Theatre and General Theatrical Industrial Union of Employers, 49-51 Courtenay Place, Wellington.

New Zealand Theatre Co., 247 Adelaide Road, Wellington.

Theatre Enterprises (Westland) Ltd., St. James Theatre, Westport.

West Coast Amusements Ltd., Opera House, Greymouth.

Williamson, J. C., Theatres Ltd., Grand Opera House, Manners Street, Wellington, and at Auckland, Christchurch, and Dunedin.

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 27th day of March 1963 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 29th day of November 1961.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Workers Covered by Award

1. Workers to whom this award shall apply are actors, actresses, singers, dancers, 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 to workers whose weekly salary is at the rate of £18 or more per week, not including payments under clause 4 hereof or any payment made as an on-tour allowance.

Hours of Work

2. (a) A week's work shall be not more than eight performances (80 hours per fortnight), to be worked within six days, Monday to Saturday inclusive, for musical comedy, grand opera, drama, comedy, comic opera, or ballet not included in vaudeville, revue, or pantomime presentations. For vaudeville, revue, or pantomime presentations, not more than 12 performances shall be worked in six days, Monday to Saturday inclusive.

(b) For each extra performance in excess of eight and not exceeding 12 in any one week, the worker shall be paid one-eighth of the weekly wage, in addition to such wage.

Rates of Pay

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

- (a) Actor: £13 per week.
- (b) Actress: £12 1s. per week.
- (c) Male engaged in chorus or ballet: £11 18s. 6d. per week.
- (d) Female engaged in chorus or ballet: £10 6s. 3d. 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 shall be paid 10s. for each rehearsal and 11s. for each performance with a minimum payment of £4 10s. per week.

(g) Juvenile rates:

(i) Males:		Per Week
		£ s. d.
Under fourteen years of age and not within subclause (c) of this clause		3 7 6
Fourteen years of age and under sixteen years of age		4 15 0
Sixteen years of age and under eighteen years of age		7 2 6
(ii) Females:		
Under fourteen years of age and not within subclause (d) of this clause		3 7 6
Fourteen years of age and under sixteen year of age		4 15 0
Sixteen years of age and under eighteen years of age		7 0 6

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

(i) If an employee is required by his employer to travel on a Sunday, he shall, unless he is paid in pursuance of this clause for working on such Sunday, receive therefore, if engaged by the week, one-twelfth, or if not so engaged, one-half of the prescribed minimum per week or per day rate appropriate for him or her. New Zealand Theatre Co. shall not be bound by the foregoing provision, but in lieu thereof the company shall pay meal money at the special rate of 7s. 6d. per meal to any worker required to travel during ordinary meal hours on Sunday.

On Tour: To the above rates shall be added a touring-allowance where the company is established to tour at the rate of £7 7s. 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 16 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 27s. 6d. 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 8s. 6d. 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, 17s. per week shall be paid for that part in addition to the 8s. 6d.

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.

(1) *Definitions:* "Engaged by the week" means being engaged for at least a week of employment, terminable only in the manner prescribed by clause 6 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 speciality.

"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 16, or in Shakespearean productions more than 32 bars of the musical score (if any), and includes anyone 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 80 hours in any one fortnight, overtime shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Overtime shall be computed on a daily basis.

(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. The provisions of this subclause shall not apply to the Community Art Service of the Auckland University College.

(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.

Saturday Work

5. 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.

Terms of Engagement

6. (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

7. 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

8. (a) For all work done on New Year's Day, Easter Monday, the birthday of the reigning Sovereign, Boxing Day, Labour Day, and on any day that is a nationally proclaimed holiday, double time rates shall be paid.

For Anniversary Day, time and a half 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 time 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 subclause (a) of this clause. 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

9. 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

10. (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 rehearsals does not exceed 20, and full rates for any week in which such number of hours exceeds 20, but if any such period exceeds four weeks, full rates shall be paid for each week in excess of four: Provided that any worker employed by the New Zealand Theatre Co. shall be paid not less than the minimum rate specified in clause 3 of this award, whether the number of hours worked at such rehearsal exceeds 20 or not, but provided also that during any such rehearsal time in Wellington the on-tour payment under subclause (i) of clause 3 of this award shall not be paid to such worker.

Travelling-time

11. (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, and shall use the transport provided by the employer under this subclause unless special permission has been obtained from the employer to travel privately.

Transportation of Luggage

12. (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

13. Thirty minutes shall be allowed an employee for preparatory duties incidental to a performance such as undressing, making-up and redressing, and 15 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

14. (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, etc.

(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

15. (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 artists be stranded.

J. C. Williamson Theatres Ltd., Theatre Management Ltd., and New Zealand Theatre Co., 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

16. A wages and time book in accordance with the requirements of section 181 of the Industrial Conciliation and Arbitration Act 1954, shall be kept by all employers bound by this award.

Meal hours

17. 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 employees 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 5s. per night on nights when two performances are presented without the full hourly break.

On Saturdays, Sundays and holidays when meal money is payable the employer shall pay to the worker a special surcharge of 6d. additional.

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.

Disputes

19. 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 14 days after such decision has been made known to the party desirous of appealing.

Right of Entry

20. The president or general secretary or an official of the union duly authorised 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 authorised by the employer in writing.

Workers to be Members of Union

21. (a) 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 the Actors Equity of New Zealand Industrial Union of Workers.

(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 the union by operation of the foregoing provisions, fails to become a member of the 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Copy of Award

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

Scope of Award

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

Application of Award

24. 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

25. 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 27th day of September 1961, 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 27th day of March 1963.

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 November 1961.

[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 21 (Workers to be Members of Union) has been inserted in the form in which it was agreed upon in Conciliation Council. The attention of parties bound by the award is drawn to the opinions of the Court recorded in volume 55 Book of Awards, page 1212, and in volume 58 Book of Awards, page 2089.

A. TYNDALL, Judge.