

TARANAKI, WELLINGTON, MARLBOROUGH, NELSON, AND WESTLAND
STAGE EMPLOYEES—AWARD

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

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Marlborough, Nelson, and Westland 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 and others (hereinafter called “the employers”):

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

Bowl of Brooklands, New Plymouth.

J. C. Williamson Theatres Ltd., Wellington.

Marlborough Repertory Society, Blenheim.

Nelson Repertory Society, Nelson.

New Plymouth Picture Theatres, New Plymouth.

New Zealand Ballet Trust, Wellington.

New Zealand Opera Co., Wellington.

New Zealand Players Theatre Trust, Wellington.

West Coast Amusements Ltd., Greymouth.

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 17th day of June 1964 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 5th day of October 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to workers employed in connection with dramatic comedy, vaudeville, picture, and other entertainments, whether permanent or touring; and shall apply to all workers engaged outside New Zealand to travel in New Zealand: Provided that nothing in this award shall apply to permanent picture entertainments where not more than 20 minutes in each performance is occupied in carrying out duties covered by this award.

Hours of Work

2. (a) Except as otherwise provided, the hours of work of weekly and casual workers shall be from 9 a.m. to 5 p.m. with one hour for a meal between 12 noon and 2 p.m. and from half an hour before advertised time of starting.

(b) The hours of work for male and female dressers shall commence half an hour before the advertised time of starting and cease fifteen (15) minutes after the final fall of the curtain.

(c) The hours of work of stage-door keepers shall be from one hour before the advertised time of starting to 30 minutes after the fall of the curtain.

(d) The ordinary working hours of night hands shall commence half an hour before the advertised time of starting and shall continue until the stage is finally cleared (which is compulsory). All work done after the fall of the curtain other than clearing the stage, shall be paid for at overtime rates after 11 p.m.

(e) The switchboard attendant must be in the theatre one hour before the advertised time of starting and he shall be responsible for the electric lights in the front of the house.

(f) The ordinary hours of work for all employees shall be 40 per week to be worked from Monday to Saturday both days inclusive.

(g) The hours of work for wardrobe women (casual workers) engaged in making and mending and benzine-cleaning and canvas-sewing shall not exceed seven per day.

(h) The engagement of all labour shall commence and terminate at the theatre.

(i) One half hour shall be allowed for supper between 11 p.m. and 11.30 p.m., and one hour for breakfast between 7 a.m. and 9 a.m., and one hour between 12 noon and 2 p.m. for dinner, and one hour between 5 p.m. and 6 p.m. for tea. On matinee days, one and a half hours shall be allowed for dinner. In the case of workers required to work between the hours of 11.30 p.m. and 7 a.m., the employer shall provide suitable refreshments for each of such workers after not longer than four hours. In all other cases where it is impossible to allow a worker off for a meal, the employer shall provide such meal in the theatre.

(j) A 10 minute break morning and afternoon shall, when practicable, be allowed to all workers without deduction from pay.

(k) Where possible, a staff room shall be provided in all theatres for male and female workers.

Wages

3. (a) The following shall be the minimum rates of wages payable to the under-mentioned classes of workers:

	Touring (per Week)			Resident Casual (per Hour)		Night Hands Casual (per Performance)		
	£	s.	d.	s.	d.	£	s.	d.
First mechanist	16	0	0	8	0	2	2	9
Second mechanist	14	16	3	7	2	1	14	8
Other mechanists	14	0	6	6	6	1	5	9
Transport men in charge .. .. .	..	..	..	6	8	..	..	..
Other transport men .. .. .	..	..	..	6	6	..	..	..
Flyman (head)	14	16	3	6	6	1	12	3
Flymen	14	0	6	6	6	1	5	9
In charge of side .. .. .	..	..	..	..	..	1	8	9
Others .. .. .	..	..	..	..	..	1	5	9
In charge of rigging production .. .. .	..	..	..	6	8	..	..	..
Assistant rigging production .. .. .	..	..	..	6	6	..	..	..
First property man	16	0	0	8	0	2	2	9
Second property man	14	16	3	6	6	1	12	3
Night hand acting as second property man .. .. .	..	..	..	..	..	1	7	0
Other property men	14	0	6	6	6	1	5	9
First electrician	16	0	0	8	0	2	2	9
Second electrician	14	16	3	6	6	1	12	3
Other electricians	14	0	6	6	6	1	5	9
Electric wiremen .. .. .	..	..	..	6	6	..	..	..
Switchboard attendant .. .. .	..	..	..	..	..	1	12	3
Perch, spot (wherever operated) and dome light operators .. .. .	..	..	..	..	..	1	6	3
Other lighting department hands .. .. .	..	..	..	6	6	1	5	9
Wardrobe master	13	12	6	6	6	1	11	6
Wardrobe mistress	12	5	6	6	3	1	10	3
Other wardrobe hands	11	9	9	6	3	1	4	9
Wardrobe women employed in making and mending .. .. .	..	..	..	5	2	..	..	..
Wardrobe women employed in benzine-cleaning, canvas-sewing, etc. .. .. .	..	..	..	5	5	..	..	..
Dressers (male) .. .. .	..	..	..	..	..	1	5	9
Dressers (female) .. .. .	..	..	..	..	..	1	2	9
Stage doorkeeper .. .. .	..	..	..	..	..	1	6	9
Stage hands - all performances .. .. .	..	..	..	..	..	1	5	9

(b) In the event of any worker being sent ahead in charge or being left behind in charge, he shall be paid 4s. 6d. per day extra while so acting.

(c) *Casual Workers*—Casual workers' time shall commence from the time they are directed to attend for work and actually attend, whether work is ready to be commenced or not, and shall be paid for not less than two hours. This shall also include packouts.

(d) Dress rehearsals of three and a half hours or less shall be paid at performance rates, thereafter overtime rates.

(e) No deduction shall be made from the weekly wages herein specified except for time lost through sickness, accident not connected with the employment, or default of the worker; but in the case of a worker on tour outside his home town no deduction shall be made except for time lost through the default of the worker.

(f) When a worker is employed for only one or two nights in order to enable others to go ahead, such substitute shall be paid 2s. 6d. per night extra.

(g) When a travelling electrician works in the dome, the man in charge on the floor shall be paid 1s. 6d. per performance extra. Men on floor having to change perch lights shall receive the sum of 6d. per performance extra.

(h) Night hands if acting as first or second men shall be paid at the same rate as first or second men respectively.

(i) All work done during a performance which is not actually in the production of the piece shall be paid for at the rate of 5s. 3d. per hour.

(j) Men working "bosun's chair" or swing scaffold shall be paid 3s. extra per performance.

(k) In the case of casual workers time worked on Saturdays between the hours of 9 a.m. and 5 p.m. at other than performances, shall be paid for at time and a quarter rates. The extra payment for Saturday work for casuals is in recognition of the special features associated with the calling of the casual worker to the theatre on Saturdays for other than performance work.

Travelling

4. (a) Employees shall travel to and fro first-class, whether by boat, rail, air, or otherwise, and if possible a staff car will be arranged for and shall be for male members except where the management agrees to the contrary. Employees engaged on travelling under this clause shall be paid full salary up to and including the day of arrival at their home town.

(b) All touring workers shall be paid £1 2s. 6d. per day travelling allowance whilst away from their home towns. The town of engagement shall be deemed to be the worker's home town, and such payment shall be in addition to the weekly wage.

(c) All touring workers compelled to travel with theatrical effects by motor road transport whether by day or night, shall have such time occupied in travelling calculated in the 40 hour week on the basis of one hour for each two hours travelled.

Overtime

5. (a) All time worked in excess of 40 hours in any one week in the case of touring workers shall be paid for at the rate of time and a half. Time occupied in travelling between 8 a.m. and 5 p.m., with a maximum of eight hours per day, shall be included in the calculation of the 40 hour week at the rate of two hours for one.

(b) Double time shall be paid for all work done during meal hours.

(c) Any worker having worked through the night and up to 7 a.m. and is required to continue working on into the next day shall have his or her breakfast provided by the management and shall be paid double time rates until the worker has had a four hour break: Provided no payment is made for the meal break.

(d) All time worked outside or in excess of the specified daily hours in the case of other workers shall, unless otherwise provided, be paid for at the rate of time and a half for the first three hours and double time thereafter.

(e) Twenty-four hours' notice shall be given to each employee required to work overtime after the performance.

Wardrobe Department

6. Employers shall provide all accessories to the working of the wardrobe department.

Definitions

7. (a) "First mechanist"—The duties of a first mechanist shall include the responsibility for transport.

(b) "Second mechanist" shall, as required, keep in repair scenery and accessories, supervise transport, and assist in the proficient working of all performances.

(c) "First property man" is a worker who is engaged to take charge of his department, and shall, as required, assist in transport.

(d) "Second property man" shall, as required, keep the properties in repair, assist in transport, and assist in the proficient working of all performances.

(e) "First electrician" is a worker responsible for the lighting department, and shall, as required, assist in transport.

(f) "Second electrician" shall assist the first electrician as required, in the proficient working of the lighting department, and assist in transport.

(g) All touring mechanists, property men, electricians, spot men, dome men, flymen, wardrobe men, dressers, etc., shall assist in the proficient working of all performances and shall assist in transport.

(h) "Performance" shall constitute the actual work done in connection with the scenery, properties, effects, lights, advertising-curtain, and wardrobe of the particular piece which is being performed on that occasion.

(i) Matinees shall count as performances.

(j) Switchboard attendants' work shall be confined to their switchboards. One man must take charge of the show when no travelling electrician attends and shall be paid the equivalent rate of a first electrician.

(k) In all cases where two or more men are working a side, one man shall be appointed to be in charge. This shall also include dome workers.

(l) Scenic artists' assistants employed by parties to the award shall come under the same conditions and rates of pay as casual workers.

Casual Workers

8. A "casual" means a worker employed for less than a week's work, and in the case of night hands means a worker employed for less than six consecutive performances.

Annual Holidays

9. The provisions of the Annual Holidays Act 1944, and its amendments, shall apply to all workers covered by this award.

General Conditions (to Apply to all Branches)

10. (a) All permanent employees shall have one half-holiday per week. On the day of the employee's half-holiday, not more than four hours shall be worked. In the case of touring workers, the employer may accumulate the half-days and give them where most convenient to him to do so.

(b) *Holidays*—For all work done on Christmas Day, Good Friday, and Anzac Day, workers shall be paid double time rates in addition to their ordinary rates. For work done on Sundays, Boxing Day, New Year's Day, Anniversary Day, Easter Monday, the birthday of the reigning Sovereign, and Labour Day, double ordinary rates shall be paid.

(c) All permanent employees, including night hands, 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.

(d) Twenty-four hours' notice shall be given by either side in the case of casual night hands.

(e) All moneys due to employees shall be paid not later than Thursday weekly before they leave the theatre at the completion of their week's work and during the performance, and details of how the money is made up shall be available. Should any employee be discharged or compelled to leave his employment before the end of the week, he shall be paid all moneys due to him to the time of leaving the employment prior to his departure from the theatre. In the event of pay day falling on a holiday, wages shall be paid out on the day preceding the holiday.

(f) Heads of the departments shall not be allowed to pay assistants out of their own salaries.

(g) The mechanical lighting, wardrobe, and property departments shall be separate departments, and female labour shall be confined to women's wardrobe department only. No person shall hold more than one position in any one department at the one time, except during transport where necessary.

(h) No person engaged as a private dresser shall act as general dresser for other members of any company.

(i) No person employed as an electric-arc-light operator shall work more than one such light during any one performance, except when necessary on the perch, when two lights shall be the maximum.

(j) The union may keep at each theatre a list to be called the "employment list" wherein shall be entered the names of all workers for the time being out of employment.

(k) All labour shall be engaged through the medium of the secretary of the union or his representative if he is in the precincts of the theatre.

(l) No person, unless a member of the union, shall be allowed to handle scenery, counterweights, or in any way work in any of the departments covered by this award, provided unionists are available.

(m) Any member of the union holding a position as caretaker or cleaner shall not work effects or scenery, except as a night hand or during the transport, and shall not enter into competition with any member of the union engaged behind the scenes during the day where the workers concerned are capable of performing the work required to be done.

(n) Men working counterweights shall rank as flymen, and flymen's duties will be confined to the fly door, except where the counterweights are worked from the stage floor.

(o) The management shall not require members engaged as night hands or permanent hands to assist artists as performers before the audience in their turns, or to play a part or parts in any performance.

(p) When a head flyman is engaged in travel in New Zealand, the recognised residential head flyman in each of the four centres shall be paid 2s. 6d. per performance over the usual night-hand rates. The head flyman shall be selected by mutual arrangement between the union and the employer concerned.

(q) When a stage-door keeper is employed for one week or more he shall be granted one half-day off on full pay on each week.

(r) No person shall be employed who pays or causes to be paid his or her own fare from town to town for the purpose of obtaining employment.

(s) All necessary cartage of tool-boxes shall be paid for by the employer.

(t) The employers shall supply a first aid outfit, to be kept in a conspicuous place, such outfit to be kept supplied with the appliances necessary; also a supply of hot water to be available when necessary.

(u) In Auckland, Wellington, Christchurch, and Dunedin, employees who are required to work on after the ordinary means of transport have ceased shall, on completion of the work, be provided with transportation to their home.

(v) Where the heads of mechanical, electrical and property departments provide their own tools, they shall receive the sum of 3s. per week tool allowance.

Unqualified Preference

11. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within fourteen days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

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

Union Official's Right of Entry

12. The secretary or other authorised officers of the union of workers shall, with the consent of the employer (which consent shall not unreasonably be withheld), be entitled to enter at all times upon the premises where work governed by the award is being performed, there to interview the workers so employed, but not so as to interfere unreasonably with the employers' business: Provided that the secretary or other authorised officers shall not go to the stage without permission first obtained which shall not be arbitrarily withheld, and provided, further, that the secretary or other authorised officer, having obtained access, shall not under any circumstances whatever interfere with the work required to be done, or do anything to hinder or calculated to hinder the progress of the work.

Award to be Posted

13. Every employer shall keep a copy of this award posted in an accessible place in the theatre and shall permit *bona fide* union notices to be placed alongside.

Application of Award

14. 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.

Scope of Award

15. This award shall operate throughout the Taranaki, Wellington, Marlborough, Nelson, and Westland Industrial Districts.

Term of Award

16. 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 that occurs in each establishment on or after the 17th day of September 1962, 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 17th day of June 1964.

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 5th day of October 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 11 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.
