

TARANAKI, WELLINGTON, MARLBOROUGH, NELSON, WESTLAND, CANTERBURY
AND SOUTHLAND FRONT-OF-HOUSE EMPLOYEES—AWARD

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

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”):

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

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 Pictures Ltd., Civic Theatre, Marton.
Palmerston North Operatic Society, Palmerston North.
Wanganui City Council, Wanganui.
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 Theatres 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, 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.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 9th day of April 1966 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 9th day of October 1964.

[L.S.]

A. P. BLAIR, 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.
Males	..	..	..	..	..	..	12	8	0
Females	..	..	..	..	..	..	8	10	0
							Per Hour		
							s.	d.	
Period Workers	..	..	..	..	..	..	6	1½	

(b) Weekly workers substantially employed as ticket-sellers shall be paid 5s. 1½d. per week and period workers substantially employed as ticket-sellers shall be paid 10d. per period, as cash risk allowance.

(c) 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 4s. 6d. per period.

Weekly workers who are occasionally so employed, shall be paid an extra 6s. 1½d. 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 subclause (a) of clause 3 of this award, 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 7½d. 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. 7d. 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. 7d. per day extra.

Wages

8. (a) The minimum rates of pay for caretakers shall be £13 8s. 9d. per week; for male cleaners £12 13s. 6d. per week; for female cleaners £9 1s. 6d. per week. The rates of pay for casual male cleaners shall be 6s. 3½d. per hour, and for casual female cleaners 5s. 2½d. 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. 7d. 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. 1d. 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 4s. 6d.; two meetings, £1 15s.; three or more meetings or continuous for five hours or more, £2 15s. 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.

Increase in Rates of Remuneration

12. On and after the 10th day of September 1964 the rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 19th day of August 1964.

(EXPLANATORY NOTE—The general order of 19 August 1964, which took effect on 10 September 1964, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 6 per cent thereof, but excluded from the scope of the increase all allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

For the purposes of the general order the term "remuneration" in relation to rates determined by awards and industrial agreements is defined by the regulations as meaning salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commissions, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Overtime

13. (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

14. (a) A worker who is required to perform the duties of a fireman shall be paid not less than 3s. 3d. 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. 3d. 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. 3d. 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 6s. 4d. per hour.

Deductions

15. 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

16. 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

17. 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

18. 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.

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 ordinary time 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 ordinary time 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 14 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 shirts, 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.

Unqualified Preference

31. (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 14 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.)

Notification

32. (a) 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.

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

Right of Entry

33. 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.

Matters Not Provided For

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

Under-rate Workers

35. (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 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

36. 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 (Unqualified Preference) shall apply and that ticket-sellers shall be covered by the hours of work and wages clauses of Part I of this award.

Scope and Application of Award

37. (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

38. 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 17th day of August 1964, 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 9th day of April 1966.

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 9th day of October 1964.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

In this dispute the applicant union of workers sought to have Otago included within the scope of the combined district award, that is to say for one award to replace the two existing awards (60 Book of Awards 2049 and 2285); but the respondent employers were strongly opposed to this course.

The memorandum of partial settlement referred to the Court took the form of a composite document based on the Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury and Southland Front-of-House Employees Award. It was explained in the Commissioner's record of proceedings that those matters shown as agreed were in fact to be regarded as settled only in the event of a separate award being made for Otago. A number of provisions of both awards, although similar, differ in important respects and because of the small measure of real agreement, the Court is not only faced with practical difficulties in combining the awards but does not feel disposed at this stage to depart from the course previously followed by the parties.

The matters shown as agreed were as follows: Workers covered by award (clause 1), casual workers (clause 5 (b)), wages (clause 8 (b)), general (clause 11 (a), (b), (c), and (d)), overtime (clause 13 (a), (c), and (d)), deductions (clause 15), no reductions in wages (clause 16), payment of wages (clause 18), interchange of theatre attendants' work (clause 22), commencement of employment (clause 23), termination of employment (clause 24), uniforms (clause 25), equipment (clause 26), accommodation (clause 27), voluntary work (clause 29), copy of award (clause 30), right of entry (clause 33), matters not provided for (clause 34), under-rate workers (clause 35), and application of award (clause 37 (b)).

Such matters as hours of work, wages, Saturday and Sunday work, midnight matinees, additional duties, working periods, holidays, annual holidays, meal hours, transport, and term of award have been settled by the Court.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 31 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.