

NEW ZEALAND PICTURE THEATRE MANAGERS—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 7th day of July 1965 between New Zealand Picture Theatre Managers Industrial Union of Workers (hereinafter referred to as “the union”) of the one part, and Kerridge Odeon Corporation Ltd. and Amalgamated Theatres Ltd. (hereinafter referred to as “the employers”) of the other part, whereby it is mutually agreed by and between the said parties hereto as follows: that is to say—

The following are the terms and conditions of employment of managers employed by Kerridge Odeon Corporation Ltd. and Amalgamated Theatres Ltd. in theatres operated by them as listed in the Schedule hereto, throughout the Dominion.

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

Clause 1: Interpretation

This agreement shall apply to all managers so designated who are engaged in controlling or assisting to control a picture theatre and employed by the picture theatre proprietors who are parties to this agreement.

Manager Defined—

(a) A manager is the person appointed by the proprietor to control a theatre and staff and to perform, on behalf of the proprietor, such duties as would normally be performed by the proprietor, if he was manager and such duties shall be performed subject to the direction of the proprietor. A manager shall not be called upon, excepting in the case of emergency, to undertake duties covered by any other industrial agreement or award. Persons substantially engaged in the performance of duties covered by any other industrial agreement or award shall not be deemed to come within the definition of a manager.

(b) Where a female is employed in the position of manager, the salary shall be 75 per cent of the salary set out herein for males.

(c) *Assistant Manager*—An assistant manager is the person who, in the sole right of the proprietor, may be appointed by the proprietor to assist the manager and shall work under the direct control of the manager and deputises for him, but the assistant manager shall not undertake the sole control of a theatre except in the absence of the manager.

Clause 2: Salaries

(a) The minimum rate of salary to be paid to a manager is based on the classification of theatres hereunder and the Schedule of theatres attached hereto:

			£	s.	d.
Group A	..	..	26	10	0
Group B	..	..	23	5	0
Group C	..	..	20	10	0
Group D	..	..	19	0	0
Group E	..	..	18	0	0

(b) *Special Provisions*—(i) The manager of a theatre showing less than six nights each week shall have his duties defined by the proprietor and his remuneration shall be not less than 35s. per day but in all other respects he shall come within the scope of this agreement.

(ii) In all cases where a manager is responsible for more than one theatre he shall receive the salary appropriate to the theatre in the highest group classification and shall, in addition, receive £3 10s. per week for each additional theatre showing six or more screenings per week and/or £2 10s. per week for each additional theatre showing less than six screenings per week.

(iii) A manager who is responsible for stage shows or special entertainment in premises other than his theatre shall be entitled for the period of the public performance, if the theatre maintains ordinary screenings and is classified in Group C, D or E payment of 15s. per day of performance with a maximum of £3 10s. in any one week.

(c) *Assistant Managers*—the minimum salary to be paid to an assistant manager shall be:

Under 21 years of age, £10 per week
Over 21 years of age, £15 per week

(d) Changes in the grading of theatres in the Schedule hereto may be mutually agreed in writing between the employers and the union, any of whom may ask for a change of grading of a theatre and failing agreement it shall be regarded as a dispute to be settled as provided under clause 12.

Clause 3: Overtime and Penalty Rates

(a) Except when all members of the staff agree to forego such payment when the performance is for charitable purpose and no rental charge whatever is made for the theatre by the proprietor, if a manager is called upon to open the theatre on Sunday, Anzac Day, Christmas Day or Good Friday for screenings or lettings he shall be paid for each screening or performance an additional rate of not less than 20 per cent of his weekly salary, with a maximum of £4 2s. 6d. per session in theatres graded A and B and £3 15s. in all other theatres. Excepting that the total additional payment under this clause shall not in any one of the days mentioned herein exceed for theatres graded A and B £8 5s. and all other theatres £7 10s.

(b) In all cases where a manager is called upon to run sessions which commence after 10 p.m. or before 6 a.m. on the next day he shall be paid an additional amount of £2 15s.

Clause 4: Transport

Where an employee is detained at work until it is too late to travel by the last train or vessel or other regular public conveyance to the employee's home, the employer shall reimburse such employee the reasonable cost incurred of a proper conveyance to his home, but this condition shall not apply if the employee's home is within a distance of 1 mile of his place of employment.

Clause 5: Holidays

(a) The manager controlling a theatre showing twelve (12) sessions or more a week shall be entitled to four weeks' annual holiday on full pay each year of service, but the manager may, if he so elects, be paid an additional week's salary in lieu of the fourth week's holiday.

The manager controlling a theatre showing six to 11 sessions a week shall be entitled to three weeks' annual holiday on full pay in each year of service.

If a manager controls more than one theatre, his holidays shall be determined by the number of weekly sessions shown by the principal theatre.

(b) The duties of managers shall be so arranged to make provision for one day off duty in each week provided always that such arrangement does not include absence from the theatre during the evening session.

Managers shall not be entitled to any additional payment for working on public or statutory holidays with the exception of those days stated in clause 3 (a) of this agreement.

Clause 6: Dress

A sum of 15s. per week shall be paid to any manager required by the employer to wear evening dress. The employer shall be entitled to deduct the sum of 2s. 6d. per night when evening dress is not worn.

Clause 7: Termination of Employment

(a) Four weeks' notice shall be given on either side before employment is terminated or four weeks' salary be paid in lieu thereof where the employee is discharged, except when an employee is guilty of such misconduct as would, at common law, justify the immediate dismissal of such employee.

(b) Where the employment is terminated without the requisite notice prescribed in sub-clause (a) of this clause the wages for four weeks shall be paid or forfeited as the case may be.

Clause 8: Payment of Salaries

Salaries shall be paid not less frequently than weekly or as arranged between the employee and the proprietor.

Clause 9: Travelling Expenses

The employer shall in all cases where a manager is transferred by an employer, except when the employee is transferred at his own request, to another theatre, pay all expenses incurred by the manager and his dependent family, furniture and household effects including such board and lodging at the point of departure, transit and destination as may be reasonable under the circumstances.

Clause 10: General Conditions

No employee shall have his or her wages reduced by reason of this agreement and nothing contained herein shall be deemed or construed to withdraw any privilege at present being enjoyed by the employee. Nor shall the employer discharge his employee for the purpose of taking advantage of the new rates fixed by this agreement.

Clause 11: Deductions

Deductions may be made from wages, for time lost through sickness, accident or default.

Clause 12: Disputes

The essence of this agreement 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 it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever rising out of or connected therewith and not dealt with in this agreement, 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. Such a committee shall be appointed and shall meet within fourteen (14) days of notice being given.

Clause 13: Unqualified Preference

(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 seven days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to sub-clause (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 of employment subject to this award.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, 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 sub-clause (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 sub-clauses (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.

(f) Upon application by the secretary of the union the employer shall supply by mail within 21 days, the names, private addresses and theatres of all workers in his employ who are engaged on work coming within the scope of this award; but the employer shall not be obliged to supply such information more often than once in every three months.

(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.)

Clause 14: Scope of Agreement

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

Clause 15: Term of Agreement

This agreement in so far as the provisions relating to the rates of salary to be paid are concerned shall be deemed to have come into force on the 1st day of June 1965, and so far as all other provisions of the agreement are concerned it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 31st day of December 1966.

In witness whereof the parties hereto set their hands this 7th day of the month of July 1965.

For and on behalf of Kerridge Odeon Corporation Ltd.—

L. K. VELLA.

For and on behalf of Amalgamated Theatres Ltd.—

M. SAYEGH.

For and on behalf of the New Zealand Picture Theatre Managers Industrial Union of Workers—

J. HART, President.

D. M. WILSON, Secretary.

SCHEDULE

Classification of Theatres

GROUP A

<i>Auckland—</i>	<i>Wellington—</i>	<i>Christchurch—</i>	<i>Dunedin—</i>
Century	Embassy	Avon	Century
Cinerama	Kings	Carlton	Octagon
Civic	Majestic	Cinerama	Regent
Embassy	Plaza	Majestic	St. James
Odeon	Regent	Odeon	
Plaza	St. James	Regent	
Regent		Savoy	
St. James		State	

GROUP B

<i>Ashburton</i> — Regent St. James	<i>Auckland</i> — Oxford	<i>Blenheim</i> — Palace His Majesty's	<i>Christchurch</i> — Tivoli
<i>Gisborne</i> — Regent Kings	<i>Greymouth</i> — Regent St. James	<i>Hamilton</i> — Carlton Regent	<i>Hastings</i> — Regent State
<i>Hawera</i> — Regent Opera House	<i>Invercargill</i> — Embassy Regent	<i>Lower Hutt</i> — King George	<i>Napier</i> — Odeon State
<i>Nelson</i> — Majestic State	<i>New Plymouth</i> — Opera House Mayfair State	<i>Oamaru</i> — Majestic Opera House	<i>Palmerston North</i> — Regent State Odeon
<i>Stratford</i> — Plaza Kings	<i>Tauranga</i> — Odeon Regent	<i>Timaru</i> — State Majestic Regent	<i>Wairoa</i> — Regent Gaiety
<i>Wanganui</i> — Embassy Regent	<i>Wellington</i> — State Lido	<i>Westport</i> — St. James Victoria	<i>Whakatane</i> — Regent Grand

GROUP C

<i>Cambridge</i> — Tudor	<i>Dannevirke</i> — Regent	<i>Dargaville</i> — Empire	<i>Dunedin</i> — Embassy State International
<i>Gisborne</i> — Majestic	<i>Hamilton</i> — Embassy	<i>Hastings</i> — Embassy	<i>Invercargill</i> — Majestic
<i>Lower Hutt</i> — De Luxe	<i>Masterton</i> — Regent State	<i>Petone</i> — State	<i>Rotorua</i> — Regent
<i>Te Kuiti</i> — State	<i>Wanganui</i> — Majestic	<i>Whangarei</i> — Plaza Regent	

GROUP D

<i>Auckland</i> — Lido Playhouse Victoria Berkeley Pt. Chevalier	<i>Gore</i> — St. James	<i>Kaitia</i> — Princess	<i>Lower Hutt</i> — Prince Edward Regent, Naenae
<i>Marton</i> — Civic	<i>Matamata</i> — Regent	<i>Morrinsville</i> — Regent Strand	<i>Opotiki</i> — Regent
<i>Otorohanga</i> — Regent	<i>Rotorua</i> — Majestic	<i>Taihape</i> — Majestic Regent	<i>Thames</i> — Embassy

GROUP E

Auckland—
 Britannia
 Cameo
 Crystal Palace
 Princess
 Rialto
 State (Devonport)
 State (Onehunga)
 Tatler
 Victory

Dunedin—
 Mayfair

Mt. Maunganui—
 Regent

Waimate—
 Regent

Feilding—
 Tivoli

Paeroa—
 Regent

Wellington—
 Regal
 Rivoli
 Kinema

Hamilton—
 Vogue

Te Aroha—
 Regent