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**Old Steam Wireless Factory Limited
Actors', Actresses and Related
Performances in Radio and Sound
Programmes – Collective Agreement
(Voluntary)**

Dated 4/3/81

NOTE: See clause 7 herein for the date on which rates of wages come into force

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Old Steam Wireless Factory Limited Actors' Actresses and Related Performers in Radio and Sound Programmes dispute of interest between Actors, Variety and Performing Artists Equity of New Zealand Industrial Union of Workers and Old Steam Wireless Factory Limited.

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Arbitration Court has hereto been affixed, and a Judge of the Court has hereunto set his hand, this 4th day of March 1981.

(L.S.)

D. S. Castle, Judge.

Section 65

Form 5

Regulation 9 (4)

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT OF REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the Old Steam Wireless Factory Ltd. Actors', Actresses' & Related Performers in Radio and Sound Programmes dispute of interest; between Actor's, Variety & Performing Artists Equity of New Zealand Industrial Union of Workers; and Old Steam Wireless Factory Ltd., P.O. Box 67 100, Auckland.

To the Registrar of the Arbitration Court:

We hereby submit to you a signed copy of the terms of voluntary settlement of the above industrial dispute of interest arrived at by the parties pursuant to section 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

Dated at Auckland this 22nd day of January, 1981.

On behalf of Actors', Variety & Performing Artists Equity of New Zealand Industrial Union of Workers; Private Bag 5, Newton, Auckland.

S. Tozer, President.

Graeme Whimp, National Secretary.

On behalf of Old Steam Wireless Factory Ltd.; P.O. Box 67 100, Auckland.

R. A. Douglas, Authorised Agent.

OLD STEAM WIRELESS FACTORY LTD. ACTORS', ACTRESSES' AND
RELATED PERFORMERS IN RADIO AND SOUND PROGRAMMES
AGREEMENT

MATTERS NOT PROVIDED FOR

1. With the exception of the matters provided for specifically herein the terms and conditions of the New Zealand Actors', Actresses' and Related Performers (Commercial and Film Section) Award from time to time in force shall apply.

RATES OF WAGES

2. (a) Where the performance is in a programme which is distributed by cassette as under clause 3(a) below, performers shall be paid not less than \$17.45 per hour with a minimum of \$27.14 per call.

(b) Where the performance is in a programme which is to be distributed by cassette which is sold outright without limitations on its use other than those specified in clause 3(b) of this agreement, performers shall be paid not less than \$34.90 per hour with a minimum of \$27.14 per call.

(c) Where the performance is in a programme which is broadcast by radio from a transmitter or transmitters within New Zealand performers shall be paid not less than \$50. per hour.

(d) Where the performance is in a programme which is broadcast from a transmitter outside New Zealand, a sum of 5% of the distributor's gross will be disbursed amongst the cast in direct proportion to the relativities of payments made or which would be made under sub-clause (c) above.

NOTE: The distributor's gross is the amount paid for the programme by the purchasing broadcast company or companies.

MARKET RESTRICTIONS

3. (a) Where a performance is recorded under clause 2(a) of this agreement the cassette shall carry the instruction, as well as any instructions required by sub-clause (b) of this clause of this agreement, that the cassette must be returned to the producer for erasure within three months of the date of purchase/hire.

(b) Where a performance is recorded under clause 2(a) or (b) of this agreement the cassette shall be sold, leased or otherwise distributed exclusively for private or domestic use or for use by a recognised educational institution, and the employer shall exercise all rights that he possesses or may obtain, and by all other means available to him, to ensure that the performance:

- (i) is not broadcast publicly,
- (ii) is not transmitted by a public subscription cable system,
- (iii) is not incorporated into a further sound recording.

4. The employer shall ensure that the conditions imposed by clause 3(b) above are further imposed on any subsequent purchaser or assignee.

5. The wage ceiling provided for in clause 1 of the Actors', Actresses' and Related Performers (Commercial and Film Performances Section) Award shall not apply.

6. All performers contracts shall specify that the contract is to be interpreted strictly according to the terms of the current agreement between the Old Steam Wireless Factory Ltd., and Actors' Variety and Performing Artists Equity of New Zealand.

TERM OF AGREEMENT

7. This agreement shall be deemed to have come into force on the 22nd day of January 1981 and shall expire on the 21st day of January 1982.

NOTE – It is the intention of the parties to this agreement that clause 2(d) shall lapse at the expiry date of this agreement.

On behalf of Actor's, Variety and Performing Artists Equity of New Zealand Industrial Union of Workers; Trade Union Centre, Private Bag 5, Newton, Auckland.

S. Tozer, President.

Graeme Whimp, National Secretary.

On behalf of Old Steam Wireless Factory Ltd., P.O. Box 67 100, Auckland.

Alistair Douglas, Authorised Agent.

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

Having regard to prevailing circumstances the Court has, pursuant to section 92(2) of the Industrial Relations Act 1973 consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

(L.S.)

D. S. Castle, Judge