

**NORTHERN INDUSTRIAL DISTRICT FRONT-OF-HOUSE EMPLOYEES—AWARD**

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Theatrical and Places of Amusement Employees Industrial Union of Workers (hereinafter called “the union”) and the undermentioned firms and companies (hereinafter called “the employers”):

Amalgamated Theatres Ltd., Queen Street, Auckland.  
 Auckland Amateur Operatic Society, 33 Grafton Road, Auckland.  
 Auckland Boxing Association, Exchange Lane, Auckland.  
 Auckland Cinemas Ltd., Cinema House, 347–349 Queen Street, Auckland.  
 Auckland City Corporation, Queen Street, Auckland.  
 Auckland Wrestling Association, 37 Shortland Street, Auckland.  
 Hamilton City Corporation, Hamilton.  
 Huntly Borough Council, Huntly.  
 Imperial Theatres Ltd., Regent Theatre, Taumarunui.  
 Kerridge Theatres Ltd., Queen Street, Auckland.  
 Modern Theatres Ltd., P.O. Box 762, Auckland.  
 Nibblenooks Ltd., Queen Street, Auckland.  
 Northland Pictures Ltd., Regent Theatre, Kaikohe.  
 Peter Pan Cabaret, Queen Street, Auckland.  
 Provincial Cinemas, 114 Shackleton Road, Mount Eden, Auckland.  
 Rotorua Theatres Ltd., Majestic Theatre, Rotorua.  
 Skateways Ltd., Khyber Pass, Auckland.  
 Te Awamutu Picture Corporation, Regent Theatre, Te Awamutu.  
 Williamson, J. C., Ltd., His Majesty's Theatre, Auckland.

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 9th day of June 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 December 1964.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE

*Workers Covered by Award*

1. This award shall apply to all cashiers, ticket-takers, doorkeepers, ushers, caretakers, cleaners, monitors, barriermen, floor attendants, cloakroom attendants, spruikers, parking attendants, telephone attendants and all other attendants employed at picture-theatres, cabarets, dance halls, sports rooms, skating rinks, amusement-parks, wrestling and boxing matches, vaudeville, concert, dramatic and operatic entertainments, and other entertainments of a like nature.

## PART I—PICTURE-THEATRES

*Definitions*

2. This Part of this award shall apply to theatre attendants (other than caretakers and cleaners) employed in picture-theatres.

A "picture-theatre" shall be deemed to be a theatre in which the screening of motion pictures forms the main part of the performance.

*Hours of Work*

3. (a) 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 36 hours in the case of ticket-takers, doorkeepers, ushers, and other theatre attendants, and in the case of cashiers, 32 hours per week to be worked on six days per week, Mondays to Saturdays inclusive: Provided that all weekly workers shall be allowed off not later than 5.30 p.m. on one night per week. In no case shall more than six hours in the case of cashiers and workers engaged in sale of tickets, and seven hours in the case of all other workers, be worked in any one day without payment of overtime.

(b) A worker shall not be called upon to work for a lesser period than two hours in connection with any one period.

*Rates of Pay*

4. (a) The following shall be the minimum rates of wages payable to theatre attendants in picture-theatres:

	Per week		
	£	s.	d.
Adult males .....	13	3	0
Youths and females .....	9	0	3

(b) Cashier period workers shall receive 6s. 6½d. per hour, all other period workers 6s. 6d. per hour, with a minimum of three hours and a maximum of four hours in any one period.

(c) For the purpose of this award a youth shall be a male person under the age of 20 years.

(d) A worker who is required to perform "fire protection watchman" duties shall be paid not less than 4s. 2d. per period additional to the ordinary wage.

(e) A worker who is required to do bill-posting within the ordinary weekly hours shall be paid not less than 2s. 11d. per hour while so employed additional to the ordinary wage. Where bill-posting is done by a weekly worker outside of the ordinary weekly hours, he shall be paid the overtime rate provided in the award as applying to the particular worker concerned.

(f) Period workers shall not be paid less than 2s. 11d. per hour extra if required to do bill-posting during the ordinary hours. If such work is done outside the ordinary hours, he shall be paid at the rate of 8s. 2d. per hour.

## PART II—DANCE-HALLS AND CABARETS

*Definition*

5. This Part of this award shall apply to workers at cabarets, dance-halls, and night clubs (other than caretakers and cleaners).

*Hours of Work*

6. The hours for all attendants at dance-halls shall be not more than six hours to be continuous between the hours of 7.30 p.m. and 1 a.m. on the following day.

*Rates of Pay*

7. The minimum wage shall be £2 1s. 4d. per performance.

*Supper*

8. Workers employed under this Part of this award shall be provided with a supper of an adequate standard.

## PART III—BOXING AND WRESTLING MATCHES, STAGE SHOWS, AND CONCERTS, ETC.

*Definition*

9. This Part of this award shall apply to workers employed at boxing and wrestling matches, concerts, and entertainments of a like nature, and also any other class of performance not covered by Parts I, II, and IV.

*Rates of Pay*

10. (a) The minimum rates of pay for stage shows and concerts, etc., shall be 6s. 10½d. per hour, with a minimum of three hours and a maximum of four hours in respect of any one period or performance: Provided that at His Majesty's Theatre and the Town Hall, Auckland, the minimum period of employment for all workers shall be four hours unless otherwise agreed upon by the union.

(b) The minimum rates of pay for boxing and wrestling matches and the like shall be £1 11s. 3d. per performance with a maximum period of four hours in respect of each performance.

## PART IV—AMUSEMENT-PARKS

*Definition*

11. This Part of this award shall apply to workers employed at amusement-parks and places of a like nature.

*Hours of Work*

12. The hours of work set out in clause 3 shall apply to all workers covered by this Part of this award.

*Rates of Pay*

13. The rates of pay set out in clause 4 hereof shall apply to all workers covered by this Part of this award.

## PART V—CLEANERS AND CARETAKERS

*Definitions*

14. (a) This Part of this award shall apply to caretakers and cleaners.

(b) 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.

(c) A "cleaner" is a person employed for the purpose of the cleaning of the theatre and its furnishings.

*General*

15. (a) No female shall be required to clean any men's lavatory accessible to the public.

(b) Workers required to perform unusually dirty work shall be provided with overalls.

*Hours of Work*

16. (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: Provided that the minimum period at any one time shall be not less than two hours.

(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 3s. 5d. 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 3s. 5d. per day extra.

*Wages*

17. (a) The minimum rates of pay for caretakers shall be £14 5s. per week, for male cleaners £13 8s. 9d. per week, and for female cleaners £9 12s. 5d. per week.

The rates of pay for casual male cleaners shall be 6s. 8d. per hour, and for female cleaners 5s. 6½d. 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 3s. 5d. 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 4s. extra per day or portion of a day unless a suitable staging is erected.

*Sunday Meetings, etc.*

18. 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 12s.; two meetings, £2 5s. 5d.; three or more meetings or continuous for five hours or more, £3 11s. 7d. Time paid for under this clause shall not be included for the purpose of computing payment of any other provision in this award.

## PART VI—GENERAL PROVISIONS APPLICABLE TO ALL WORKERS

*Working Periods*

19. 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.

*Deductions*

20. 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.

*Commencement of Engagement*

21. 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' work.

### *Termination of Employment*

22. (a) All workers, except casuals, shall be engaged by the week.

(b) Twenty-four hours' notice of termination of engagement shall be given by either side in the case of casual workers.

(c) Where the employment is terminated without the requisite notice prescribed in subclauses (a) and (b) of this clause, the wages for one day in the case of casual workers and one week's wages in the case of all other workers shall be paid or forfeited as the case may be: Provided that this shall not prevent the summary dismissal of a worker for misconduct.

### *Payment of Wages*

23. 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.

### *Overtime*

24. (a) Any time worked in excess of or outside 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 is one which commences any time between 10 p.m. and 12 midnight and/or terminates after midnight.

(c) Except in the case of pumping attendants employed by the Civic Theatre, Auckland, all work performed after midnight and before 6 a.m. shall be paid for at double ordinary rates.

### *Annual Holidays*

25. Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

### *Holidays*

26. (a) Weekly wage 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. Period workers who work on any of the three days mentioned above shall be paid double the ordinary period rate, in addition to any payment to which, if permanent period workers, they may be entitled under subclause (d) of this clause. Caretakers and cleaners who are required to work on any of the said three days shall be paid double time for the time worked, in addition to their ordinary weekly wage. Hourly workers shall be paid double ordinary rates for time worked on any of the said three days, in addition to any payment to which, if regular hourly workers, they may be entitled under subclause (d) of this clause.

(b) For all work done on New Year's Day, Anniversary Day or Show Day, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Boxing Day, and Sundays double the ordinary rates shall be paid. Double time rates shall mean in the case of weekly workers an extra day's pay, in the case of hourly workers an extra hour's pay per hour, and in the case of period workers one extra payment per period. The provisions of this subclause relating to payment for work done on Sundays shall not apply to caretakers and/or cleaners.

If any of the holidays, other than Anzac Day, mentioned in this subclause or in the preceding subclause shall fall on a Sunday, then in such case the following Monday shall be regarded as the holiday.

(c) In the case of caretakers and cleaners employed on a weekly wage, each holiday mentioned in the two foregoing subclauses shall be deemed to be a day on which the hours usually worked 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 at the first regular pay day thereafter.

(d) No deduction shall be made from the wages of weekly workers in respect of any of the holidays mentioned in subclauses (a) and (b) of this clause. Permanent period workers and workers regularly employed by the hour shall receive ordinary rates of pay for Christmas Day, Good Friday, and Anzac Day when any of these days falls upon a day of the week which, in normal circumstances, would have been an ordinary working day.

(e) 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.

(f) It shall be a breach of the award for any worker to work on Sunday or a holiday mentioned in this clause unless directed by or agreed to with the employer.

(g) Any weekly worker required to work on seven days in any week shall be granted one full day off without deduction from pay during the immediately ensuing week.

#### *Meal Hours*

27. No worker shall be required to work more than four hours continuously without an interval of at least three-quarters of an hour for meals. Workers shall be provided with facilities for making a hot drink and partaking of refreshments.

#### *Interchange of Theatre Attendants' Work*

28. 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.

#### *Uniforms*

29. (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. Where 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 suits, they shall be provided by the employer.

#### *Accommodation*

30. (a) The employer shall provide a rest room for females where they can rest in cases of temporary indisposition. This subclause shall apply only to those theatres and places of amusement carrying on business in Queen Street, Wellesley Street, Lorne Street, Symonds Street, Karangahape Road, Durham Street, and Broadway, Newmarket, in the City of Auckland, and in Victoria Street, Hamilton.

(b) 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.

(c) Any worker required to remain on duty after the interval shall be provided with a seat.

(d) Washing facilities shall be made available for the workers.

*Partial Exemption*

31. This award shall apply to the Auckland City Council only in respect of workers employed at the Town Hall.

*Copy of Award*

32. The employer shall have a copy of the award exhibited in a conspicuous place where it can be seen by the members of the staff.

*Deduction of Union Fees*

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

*Right of Entry*

34. The secretary or other authorised representative of the union shall have the right (at a time to be agreed upon with the employer) to enter upon the premises of the employer for the purpose of interviewing the workers, but not so as to interfere with the carrying on of the employer's business.

*Casual Workers*

35. (a) The rate for casual workers employed on less than six consecutive showing days shall be 3s. 3d. per performance additional to the performance 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 the absence through illness, holiday, or other causes) 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.

*Unqualified Preference*

36. (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*

37. Each employer bound by this award shall, on request, at intervals of not less than 12 months, supply to the union a list of all employees coming within the scope of this award.

#### *Under-rate Workers*

38. (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 the 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.

#### *Disputes Committee*

39. 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.

#### *Transport*

40. Workers required to work before the ordinary means of transport commences, or after the ordinary means of transport ceases, shall be provided with transport by their employer.



*Application of Award*

41. 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 district to which this award relates.

*Scope of Award*

42. This award shall operate throughout the Northern Industrial District.

*Term of Award*

43. 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 13th day of November 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 June 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 December 1964.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

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 36 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 19 August 1964.

A. TYNDALL, Judge.