

(4494.) WELLINGTON PERFORMING MUSICIANS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Wellington Performing Musicians' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

American Lounge, Willis Street, Wellington.

Anzac Assembly, Alexandra Hall (G. Parker, Tory Street, Wellington), Wellington.

Burlington Tea-rooms, Lambton Quay and Willis Street, Wellington.

Bushby, E., New Theatre, Manners Street, Wellington.

Central Fire Brigade Dance Assembly, Wellington.

Collisson Assembly, Alexandra Hall, Wellington.

Crown Theatre Company (Limited), Molesworth Street, Wellington.

E. and E. Company (Limited), Brandon Street, Wellington.

Fuller's Theatres and Vaudeville (Limited), Wellington.

Godber, James, tea-rooms, Lambton Quay, Wellington.

Johnston, G. F., Britannia Theatre, Wellington.

Kiosk, Kelburn, Wellington.

Kiosk, Oriental Bay, Wellington.

Kirkcaldie and Stains (Limited), Lambton Quay, Wellington.

Le Grand Lounge, Willis Street, Wellington.

New Zealand Picture Supplies (Limited), Brandon Street, Wellington.

Shortt's Pictures (Limited), Willis Street, Wellington.

Spiritualist Association Assembly, New Century Hall, Kent Terrace, Wellington.

Vivian Social Club Association, Alexandra Hall, Wellington.

Wellington Boxing Association, Wellington.

Wellington Racing Club, Woodward Street, Wellington.

Williamson, J. C. (Limited), Morrah's Buildings, Willis Street, Wellington.

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, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of October, 1916, and shall continue in force until the 1st day of October, 1919, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 8th day of November, 1916.

— T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Work affected by Award.*

1. (a.) This award shall only apply to performers employed to play musical instruments (whether mechanical or otherwise) at

skating-rinks, public and private dancing assemblies, in refreshment-rooms, and in connection with dramatic performances, variety and picture entertainments, shows, circuses, operatic comedy companies, and engagements at outdoor or indoor amusements.

(b.) Exemptions: This award shall not apply to musicians travelling with any company while performing in Wellington.

#### *Wages.*

2. (a.) Every performer employed in Wellington at general theatrical performances, including operatic, dramatic, comedy, vaudeville (other than permanent), &c., shall be paid £3 10s. per week for six performances; all performers to be paid 10s. for each matinee.

(b.) Performers at permanent vaudeville or variety shows shall be paid £3 5s. per week for seven performances; all performers to be paid 10s. for each matinee after the first.

(c.) Performers at permanent picture entertainments shall be paid £3 per week for six performances averaging not more than two hours and a half for each performance, calculated monthly. All time worked in excess of two hours and a half to be paid for at the rate of 2s. 6d. per hour. Rehearsals shall not exceed two hours each week. First matinee in each week performer to be paid 5s.; other matinees in same week performer to be paid 10s.

(d.) Performers employed in continuous picture entertainments shall be paid £3 10s. per week for day sessions, between the hours of 11 a.m. and 6 p.m., and £3 5s. per week for evening sessions, between the hours of 6 p.m. and 10.30 p.m. Five minutes' interval shall be allowed each performer during the process of recarboning.

Rehearsals for this class of entertainment shall not exceed two hours each week.

For the purposes of this award a picture-theatre shall be deemed continuous in the event of its screening the same programme or a portion thereof more than once during the day or evening session.

(e.) Performers on mechanical instruments to receive as wages an amount equal to 50 per cent. paid to musical performers in the respective classes of entertainments.

(f.) Music library: Where library is provided by a single-handed performer a sum of not less than 2s. 6d. per week shall be allowed; where orchestra is engaged a sum of not less than 5s. per week shall be allowed.

(g.) Leader, not less than 10s. per week above ordinary rates.

#### *Travelling Companies.*

3. The rates for touring shall be not less than £4 10s. per week per performer. For each matinee 10s. per performer. Employees to be allowed first-class return fare and 5s. per day allowance for each playing-night lost on land, unless such night be lost through the default of the performer.

*Casual Performers.*

4. (a.) Each casual performer shall be paid not less than 20-per-cent. increase on the *pro rata* weekly wage for each performance. No substitute shall be deemed a casual performer.

(b.) A performer shall be deemed to be employed as a casual if his engagement is for a period of less than six consecutive performances.

(c.) Double-bass players, harpists, and drummers shall be allowed cartage for their instruments and accessories to and from their respective engagements.

*Rehearsals.*

5. (a.) In theatrical and vaudeville entertainments rehearsals shall not exceed seven hours during each week, and shall be given free of charge. After the first two rehearsals the remaining rehearsal shall be fixed to fall between the hours of 5 and 7 in the evening. There shall not be more than three rehearsals in one week.

(b.) In all classes of amusement other than those specified one rehearsal of two hours per week shall be given by performers without charge.

(c.) Fifteen minutes shall, if desired, be given by performers without charge at the conclusion of the ordinary time fixed for rehearsal.

(d.) Any time occupied in rehearsing in excess of that fixed as above shall be paid for at ordinary overtime rates.

(e.) Rehearsals on Christmas Day or Good Friday shall be paid for at the rate of 5s. per hour.

*Theatrical and Vaudeville Entertainments, Picture-shows, and all other Entertainments not otherwise specified.*

6. All performances hereinbefore mentioned, excepting matinees and picture performances, shall take place between the hours of 7.30 p.m. and 11 p.m.

*Dances, Assemblies, Balls, &c.*

7. (a.) From 8 p.m. to 11 p.m.—Pianist only, 15s.; all extra performers, 10s. each performer. From 8 to 12—Pianist, £1; all extra performers, 15s. each performer.

(b.) Long nights in connection with regular weekly dances, 3s. per hour after 12 midnight.

(c.) Long nights (casual), 5s. per hour after 12 p.m.

(d.) Card parties and dances: From 10 p.m. to midnight—Pianist only, 15s.; all extra performers, 12s. 6d. each performer. For all time beyond midnight shall be paid for at the rate of 5s. per hour or part thereof.

*Casual Performances.*

8. All casual engagements not otherwise mentioned, not exceeding two hours, to be 12s.; all time exceeding two hours to be at the rate of 5s. per hour per performer.

*Refreshment-rooms and Hotels.*

9. (a.) Performers engaged in the above between the hours of 9 a.m. and 7.30 p.m. shall be paid at the rate of 2s. 6d. per hour, with a minimum payment of not less than 5s. per day.

(b.) Any performer who at the date of coming into operation of this award is paid in excess of the rates specified in the award shall not have such rates interfered with.

*Skating-rinks.*

10. Musicians employed at skating-rinks shall be paid at the rate of not less than 10s. for each performance of not more than two hours and a half; for any time beyond the time specified shall be paid at the rate of 5s. per hour. Single-handed engagements, 15s.

*Other Engagements.*

11. Picnics: From 9 a.m. to 6 p.m., with one hour for lunch, 15s.; from 2 p.m. to 6 p.m., 12s.

Races: Between the hours of 9 a.m. and 6 p.m., not less than £1; between the hours of 12.30 p.m. and 6 p.m., not less than 15s.; between the hours of 1.30 p.m. and 6 p.m., not less than 12s. 6d. Bandmaster at least 5s. extra.

Garden parties: From 2.30 p.m. to 5 p.m., 12s.; bandmaster 5s. extra.

Harbour excursions: From 9 a.m. to 6 p.m., 15s.; from 2 p.m. to 6 p.m., 12s.; from 7 p.m. to 10.30 p.m., 12s.

Sports, &c., not otherwise provided for: From 9 a.m. to 6 p.m., with one hour for lunch, 15s.; from 2 p.m. to 6 p.m., 12s.; from 7 p.m. to 10 p.m., 12s.

Shows, bazaars, &c.: 12s. for each performance of two hours and a half.

*Termination of Engagement.*

12. In the case of musicians employed by the week a week's notice of dismissal or resignation shall be given by employer or employee.

*Refreshments.*

13. As regards engagements for outdoor performances between the hours 9 a.m. and 10 p.m., and exceeding four hours, each employee shall, unless meals are provided, be entitled to refreshment expenses not exceeding 2s. 6d. in addition to the rates fixed by this award.

*Time of Payment.*

14. All casual engagements shall be paid for within seven days.

*Overtime.*

15. Where any work is performed in excess of the hours fixed in this award it shall be paid for at the rate of 3s. 6d. per hour for picture entertainments, and 5s. per hour for all other entertainments (except where otherwise specified).

*Amateur Concerts, Oratorios, Operatic or Musical Performances.*

16. The terms and conditions of this award shall not apply to any person taking part in the above class of entertainment, and the practice as to the conditions of employment in vogue prior to the date of award shall continue.

*Benefit Entertainments.*

17. All benefit entertainments shall be paid for at award rates, and the whole or any portion of the fee may be handed to the fund at the discretion of the performer.

*Notice of Non-performance.*

18. A performer engaged for any performance shall receive payment, whether the performance takes place or not, unless such engagement be cancelled by twenty-four hours' previous notice from the employer.

*Instruments.*

19. No person shall, in the course of any performance in which he (or she) is engaged as a performing musician, play upon more than one instrument: Provided that this clause shall not apply to drummers using their legitimate effects.

*Preference.*

20. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

*Matters not provided for.*

21. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer

concerned and the secretary and president of the union, and in default of agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, 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.

*Scope of Award.*

22. This award shall be limited in its operation to a radius of five miles from the Chief Post-office, Wellington, with respect to all indoor entertainments, and to a radius of twenty-five miles from the said post-office with respect to outdoor engagements.

*Term of Award.*

23. This recommendation shall come into force on the 1st day of October, 1916, and shall remain in force until the 1st day of October, 1919.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 8th day of November, 1916.

T. W. STRINGER, Judge.

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MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.