

WELLINGTON INDUSTRIAL DISTRICT.

(11339.) WELLINGTON INDUSTRIAL DISTRICT **MUSICIANS.**—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, 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 under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

- City Mission (A. Anderson), Mission Hall, Taranaki Street.
 Crows Nest Cabaret (W. Wilson), Milne Terrace, Island Bay.
 D.I.C., Lambton Quay, Wellington.
 Dixieland Old Time Dance (C. Free), Park Road and Taru Street, Miramar.
 Eastbourne Borough Council, Eastbourne.
 Evans Bay Yacht Club, Evans Bay Road.
 Fuller (John), and Sons, Ltd., Courtenay Place; Fuller-Hayward Theatre Corporation, Ltd., Courtenay Place, C. 3.
 Grand Hotel (the Manager), Willis Street.
 Heretaunga Boating Club (Secretary: R. White, 13 William Street, Petone).
 Hotel St. George (F. Fitzgibbon), Willis Street.
 Howell, Mrs., Wayside Cabaret, Main Road, Trentham.
 Irish National Club (M. O'Regan).
 Kirkcaldies Ltd. (The Manager), Lambton Quay.
 Lauchlin, M. J., Silverstream Social Club, Silverstream.
 McNicholl, P., care of R.S.A. Club Room, Lower Hutt.
 Manager, De Luxe Theatre, Courtenay Place, Wellington.
 Maybelle, H. Anderson, 225 The Terrace, Wellington.
 Mayfair Cabaret (Oscar Johnson and Co.), (Miss Judge, Hannah's Buildings, Cuba Street).
 Miramar South School Committee (J. S. Boxall, Ira Street, E. 4).
 Mount Cook Home and School Association (J. McNamara, Devon Street, C. 1).
 New Majestic (F. Carr and C. Boyton), Willis Street, C. 1.
 Ngaio Home and School Association, Ngaio.
 N.Z. Association (Miss S. J. Shearer, Social Secretary).
 N.Z. Theatrical Proprietors and Managers' Industrial Association of Employers, Grand Opera House, Wellington.
 Ocean View Cabaret (P. H. Clifford), The Parade, Lyall Bay.
 Oriental Cabaret (J. James), Oriental Parade, Wellington.
 Peter Pan Dance Club (J. Moore, 180 Queen's Drive, Lyall Bay).
 Petone Rowing Club, Secretary, Petone.
 Petone Working Men's Club (Secretary), Victoria Street.
 Porirua Hospital Social Club (Secretary), Hospital, Porirua.
 Railway Workshops Social Committee (F. C. Parr, care of Railway Workshops, Lower Hutt).
 Realm (F. Hilton), 3 Moxham Avenue, Hataitai, E. 2.
 Rio Grande Cabaret, Titahi Bay (Mrs. J. A. Hunter, Titahi Bay).
 Serenaders, care of D. Daley, 5 Hanson Street.
 South Wellington School and Parents' Association.
 Sweeny, W., Petone R.F.C., Collins Street, Petone.

Taia Hall (A. Haley), Taia Hall, Kilbirnie.
 Taia Hall (G. W. Johnson, 35 Bay Road, Kilbirnie, E. 3).
 Victoria Assembly, care of L. Harding, 15 Arthur Street.
 Vogelhorn Dance Assembly (P. Fee), Vogelhorn Hall.
 Wellington College Old Boys' Association, care of P. Baldwin.
 Wellington Racing Club, Vickers House, Woodward Street, C. 1.
 Wellington Rowing Club (J. Lancaster, Wellington Rowing Club Sheds, Wellington).
 Wellington Show Association, John Street, Wellington.
 Wellington Trotting Club, 161 Jackson Street, Petone.
 White Heather Dance Assembly, E. Dargie, 27 Ohiro Road, S.W. 1.
 Williamson, J. C. (N.Z.), Ltd., Industrial Union of Employers, Grand Opera House, C. 1.

Dance Orchestras.

Baker, L., 6A Moir Street, Wellington.
 Blackwood, J., 40 Coutts Street, Wellington (Blackwood's Accordion Band).
 Browne, W. F., 37 Raroa Road, Kelburn (Parks Maori Band).
 Cowdrey, J., care of J. B. MacEwan and Co., Featherston Street, C. 1 (Majestic Dance Band).
 Croft, N., Waitui Crescent, Lower Hutt (Robertson's Dance Band).
 Dalton, C., 12 Rewa Road, Hataitai.
 Dawson, E., 74 Hobart Street, Miramar (De Luxe Orchestra).
 Izett, N., and Harper, J., 57 Hobart Street, Miramar (Futurist).
 McKinley, E., 27 Resolution Street, Lyall Bay (Max Melody Boys' Band).
 McLoughlin, Miss Wyn, Gordon Road, Karehana Bay, Plimmerton (Romany Ramblers' Orchestra).
 Marple, G., 4 Hornsey Road, Melrose (Embassy Orchestra).
 Orr, G., 133 Hanson Street, S. 1 (Rainbow Orchestra).
 Pember, Mrs. G., 89 Austin Street, C. 1 (Pember's Popular Players).
 Read, Mrs. G., 209 Marine Parade, Worsley Bay (Sherwood's Orchestra).
 Rowlands, T., 144 The Terrace, Wellington, C. 1 (T. Rowlands' Orchestra).
 Rudolph, H., Stewart Dawson Buildings, Lambton Quay, C. 1.
 Walpole, W., 28 Henry Street, Wellington (Revellers' Dance Orchestra).
 Walker, L., 219 Sutherland Road, E. 3 (Les. Walker's Old Time Orchestra).
 Wilson, H., 183 Melbourne Road, Island Bay (Harry Wilson's Orchestra).

Dancing Schools.

Anderson, Miss, Raetihi.
 Andrene Dancing School (E. Anderson), Maybelle Hall, Ghuznee Street, Wellington.
 Bates, Phyllis, Majestic Theatre Buildings, Willis Street, Wellington, C. 1.
 Berry, J., Secretary, A.S.R.S., care of N.Z.R., Ohakune.
 Butler, E., Sanson.
 Chesterfield, S., Trewin Street, Feilding.
 Clement, C., Ohakune.
 Devitt, David, Willis Street, Wellington.
 Geddson, F., Fitzherbert Terrace Palmerston North.
 Johnson School of Dancing (G. Johnson), Taia Hall, Kilbirnie, Wellington.
 Larkin, W., Orchestra Leader, Bulls.
 Leckie, Mrs. L., 964 Railway Settlement, Ohakune Junction.

Martin, Miss H., 10 Brown Street, Wellington, S. 1.
 Maroony, J., Karioi, M.T.L.
 Murphy, R., Rangataua, M.T.L.
 Newport, Marjorie, McKenzie's Buildings, Willis Street, Wellington.
 O'Connor, Margaret, 58 Cuba Street, Wellington.
 Quinlan, Mrs. Rewa, Feilding.
 Scott, Mrs. E., Denbigh Street, Feilding.
 Secretary, Karioi Football Club, Karioi, M.T.L.
 Secretary, Women's Institute, Karioi, M.T.L.
 Secretary, Women's Institute, Ohakune.
 Smith, H., Sandilands Street, Feilding.
 Snooks, Miss Nora, Church Street, Ohakune.
 Southern Colledge, 15 Manners Street, Wellington.
 Stratford, C., Rangataua, M.T.L.
 Tairi, J., Ohakune.
 The Manager, Collinson and Cunningham Co., Ltd., Palmerston North.
 Wakeford, Miss T., Cuba Street, Wellington.
 Walshe, Gwenthe, *Evening Post* 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, 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 7th day of December, 1937, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 18th day of December, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Workers affected by Award.

1. This award shall apply to performers employed to play musical instruments (whether mechanical or otherwise) at skating-rinks, public and private dancing assemblies; in hotels, cabarets, cafes, refreshment-rooms; and in connection with dramatic performances, variety and picture entertainments, shows, circuses; operatic, comedy, and grand opera companies, orchestral and other concerts; and engagements at outdoor amusements.

Definition of "Orchestra" or "Band."

2. The terms "orchestra" or "band" wherever used in this award shall mean three or more musicians performing together.

PART I.

Wages.

3. (a) Every performer employed at general theatrical performances, including operatic, touring pictures, dramatic, comedy, vaudeville, &c., shall be paid £4 per week for six performances. All performers shall be paid 12s. for each matinee.

(b) Performers at permanent vaudeville or variety shows shall be paid £3 16s. per week of six performances and one matinee. Performers shall be paid 12s. for each matinee after the first.

(c) For the purpose of this award a permanent show is one that shows in a town for four weeks or more.

(d) Performing musicians directing an orchestra shall receive not less than £1 5s. per week above the ordinary award rates, and *pro rata* payment where the performances do not extend over six nights in the week.

(e) Music library: Where the library is provided by a sole performer a sum of not less than 4s. per week shall be allowed. Where an orchestra is engaged a sum of not less than 8s. per week shall be allowed to the person supplying the music. The music shall be the property of the person so supplying it.

(f) Rail and Boat Fares: First-class rail and boat fares shall be allowed to and from all engagements.

(g) The leader in an orchestra of six or more shall receive not less than 10s. per week above ordinary rates.

(h) No deduction shall be made from the weekly wages for time lost on Christmas Day, Good Friday, or Anzac Day.

(i) For performances on Christmas Day, Good Friday, or Anzac Day performers on weekly rates of pay shall be paid an extra day's pay, and performers on hourly rates of pay shall be paid double ordinary rates.

(j) Subject to payment of wages for Christmas Day, Good Friday, and Anzac Day, an employer shall not be required to pay for any day upon which his place of amusement is not permitted to be open, and upon which performers are not called upon to work, nor for any time lost by a performer through sickness or default or through no fault of the employer.

PART II.

Picture-theatres.

4. (a) In picture-theatres musicians may be employed in the pit, well, on stage, or precincts of theatre at the following rates of pay:—

(i) For six or more performances in any one week, 8s. 4d. per performance.

(ii) For three, four, or five performances in any one week, 9s. for each performance.

(iii) For two performances in any one week, 12s. 6d. for each performance.

(iv) For one performance, 15s.

(v) A substitute appointed for any performance shall be paid the rate provided for that performance.

(b) For the purpose of the preceding paragraphs, a performance shall be:—

(i) Between the hours of 7.30 p.m. and 9 p.m.; or

(ii) Between the hours of 8 p.m. and 9.15 p.m.

All time worked before the hours of commencement in either case shall be paid for at the rate of 5s. per hour.

(c) Notwithstanding the rate of remuneration as set out in the preceding subclauses, if a performance extends beyond 9 p.m. in the case of performances provided for in subclause (b) (i) therein or 9.15 p.m. in the case of performances provided for in subclause (b) (ii) therein, as the case may be, a musician shall be paid not less than 13s. 4d. per performance.

(d) Performing musicians directing an orchestra shall be paid 2s. 6d. per performance in addition to the above rates.

(e) Music library: Where the library is provided by a sole performer, a sum of not less than 4s. per week shall be allowed. Where an orchestra is engaged a sum of not less than 8s. per week shall be allowed to the person supplying the music. The music shall be the property of the person so supplying it.

(f) Where a musician is required to wear special uniform other than evening dress, such uniform shall be supplied by the employer.

(g) No deduction shall be made from the weekly wages for time lost on Christmas Day, Good Friday, or Anzac Day.

(h) For performances on Christmas Day, Good Friday, or Anzac Day or Sunday double ordinary rates shall be paid.

(i) If required, a musician shall rehearse for two hours per week without payment; rehearsals to be held as near as is possible immediately preceding a performance. Time during which a musician is engaged in rehearsing in excess of two hours in any one week shall be paid for at the rate of 5s. per hour.

(j) Notwithstanding anything contained in the preceding subclause, a musician shall be paid at the rate of 7s. 6d. per hour for any time during which he is required to rehearse after midnight.

(k) The leader in an orchestra of six or more shall receive not less than 10s. per week above ordinary rates.

PART III.

Cafes, Hotels, Private Hotels, and Boardinghouses.

5. (a) Performers engaged in cafes, tea-rooms, and hotels between the hours of 9 a.m. and 10.30 p.m. shall be paid at the rate of 4s. per hour with a minimum engagement of two hours. In the case of a weekly engagement not less than £2 shall be paid.

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

Skating-rinks.

6. (a) Musicians employed at skating-rinks shall be paid at the rate of not less than 12s. for each performance of not more than two hours and a half; any time beyond the time specified shall be paid for at the rate of 5s. per hour. Single-handed engagements, 15s.

(b) Performers in charge of orchestra shall be allowed 5s. above ordinary rates; music allowance, 2s. 6d.

PART IV.

Card Parties, Concerts, Dances, and Assemblies, Cabarets, Night Clubs, &c.

7. (a) From 8 p.m. to 11 p.m.: Pianist only, £1; where orchestra is engaged, 15s. per performer. From 8 p.m. to 12 p.m.: Pianist only, £1 5s.; where orchestra is engaged, £1 each performer. After 12 p.m.: 7s. 6d. per hour each performer. From 10 p.m. to 12 p.m.: Pianist only, £1; where orchestra is engaged, 15s. each performer. From 10 p.m. to 1 a.m.: Pianist only, £1 12s. 6d.; where orchestra is engaged, £1 7s. 6d. per performer. From 10 p.m. to 2 a.m.: Pianist only, £2; where orchestra is engaged, £1 15s. each performer. Performer in charge of an orchestra shall be allowed 5s. above ordinary rates. Music allowance, 2s. 6d.

(b) Music library: Where the library is provided by a sole performer a sum of not less than 4s. per week shall be allowed. Where an orchestra is engaged a sum of not less than 8s. per week shall be allowed to the person supplying the music. The music shall be the property of the person so supplying it.

(c) No musician shall be permitted to play in a dance orchestra for any engagement unless his services are paid for at not less than the award rates.

(d) Reasonable time shall be allowed each performer for refreshments.

(e) Dancing instruction: A musician employed by a dancing instructor shall be paid at the rate of 5s. per hour with a minimum payment of 7s. 6d. for time worked during dancing instruction only.

(f) Musicians may be employed by the week as follows: From the hours of 9 p.m. to 12 midnight on six nights of the week, and including from 12 midnight until 1 a.m. on two days of each week at a weekly wage of £5 5s.

The leader of an orchestra employed under this clause shall be paid £1 1s. in addition to the weekly wage.

PART V.—GENERAL.

Cartage of Instruments.

8. Double-bass players, harpists, and drummers shall be granted free cartage for their instruments and accessories to and from their respective engagements; but once only during the currency of each engagement.

This clause shall have a general application and shall not be restricted to theatres.

Travelling.

9. Performers engaged on tour shall be paid an allowance of 9s. per day for each day or part of a day they are required to be absent from their home town: Provided, however, that no such allowance shall be payable in respect of any day upon which the performer's departure from his or her home town is made later than 7 p.m. or any day upon which the performer's arrival at his or her home town on return is earlier than 8 a.m.

Casual Performers.

10. (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.

Rehearsals.

11. (a) In theatrical and vaudeville entertainments rehearsals shall not exceed seven hours during each week, and shall be given free of charge. There shall be not 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, Good Friday, or Sunday shall, when requested by the employer, be paid for at the rate of 5s. per hour.

(f) In the case of engagements comprising not more than three performances, rehearsals shall be paid for at the rate of 5s. per hour.

(g) Touring: Two hours' rehearsals shall be given free of charge for each change of programme.

Other Engagements.

12. (a) Picnics: From 9 a.m. to 6 p.m., with one hour for lunch, £1 2s. 6d.; from 2 p.m. to 6 p.m., 15s. Bandmaster at least 5s. extra.

(b) Races and ship or boat excursions: Between the hours of 9 a.m. and 6 p.m., not less than £1 7s. 6d.; between the hours of 12 noon and 6 p.m., not less than £1 2s. 6d.; between the hours of 1.30 p.m. and 6 p.m., not less than 17s. 6d. Bandmaster at least 12s. 6d. extra.

(c) Garden parties: Five shillings per hour, with a minimum payment of 12s. 6d. Bandmaster 5s. extra.

(d) Sports, &c., not otherwise provided for: From 9 a.m. to 6 p.m., with one hour for lunch, £1 2s. 6d.; from 2 p.m. to 6 p.m., 15s.; from 7 p.m. to 10 p.m., 15s.; Bandmaster at least 5s. extra.

(e) Shows, bazaars, exhibitions, &c.: Twelve shillings for each performance of two hours and a half. Bandmaster at least 5s. extra.

Annual Holiday.

13. (a) Professional musicians regularly employed in "full time" theatres on completion of each twelve months' continuous service under this award shall be granted one week's holiday on full pay.

(b) Any such professional musician on the termination of his or her employment after completing six months of the current year of service shall be entitled to payment in lieu of holidays on a *pro rata* basis.

(c) For the purposes of this clause a "professional musician" shall be deemed to be a worker coming within the scope of this award whose substantial employment is that of a musician.

Termination of Engagement.

14. In the case of performers employed by the week, a week's notice of termination of the engagement shall be given by either side, but nothing in this clause shall prevent an employer from summarily dismissing a performer for misconduct or other good cause.

Refreshments.

15. At engagements for outdoor performances between the hours of 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.

Overtime.

16. When any work is performed in excess of the hours fixed by this award it shall be paid for at the rate of 5s. per hour (except where otherwise specified).

Notice of Non-performance.

17. 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. If weather conditions are solely responsible for the non-holding of the performance, then no notice shall be required, nor shall the employer be liable to pay; and the engagement shall carry to the adjourned date.

Instruments.

18. Any person required to play upon more than one instrument in the course of any performance shall be paid 1s. 6d. per performance in addition to award rates: Provided that this clause shall not apply to drummers using their legitimate effects or to persons playing on non-orchestral instruments, or to the following combination of instruments (a) piano and organ, (b) flute and piccolo.

Substitutes.

19. With the consent of his or her employer, an employee 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. No substitute shall be deemed to be a casual.

Matters not provided for.

20. 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 local 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.

Wages and Time Book.

21. A wages and time book in accordance with the requirements of section 101 (5) of the Industrial Conciliation and Arbitration Act, 1925, shall be kept by all parties bound by this award.

Exemption.

22. A conductor who does not play an instrument shall be exempt from the provisions of this award.

Workers to be Members of Union.

23. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position

or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Scope of Award.

24. This award shall operate throughout the Wellington Industrial District.

Term of Award.

25. This award in so far as it relates to wages shall be deemed to have come into force on the 7th day of December, 1936, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 7th day of December, 1937.

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 18th day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to preference. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. PAGE, Judge.