

NEW ZEALAND PERFORMING MUSICIANS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Musicians' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms and companies (hereinafter called "the employers"):

NORTHERN INDUSTRIAL DISTRICT

Amalgamated Theatres Ltd. (Manager), Queen Street, Auckland.
 Auckland Racing Club (Secretary), Shortland Street, Auckland.
 Christchurch Vestry, Whangarei.
 Civic Theatre (Manager), Queen Street, Auckland.
 Embassy Theatre (Manager), Queen Street, Auckland.
 Entertainments (N.Z.) Ltd., Queen Street, Auckland.
 His Majesty's Theatre (Manager), Queen Street, Auckland.
 Kerridge Odeon Theatre, Queen Street, Auckland.
 Orange Hall Committee, Newton Road, Auckland.
 Peter Pan Cabaret (Manager), Queen Street, Auckland.
 Picturedrome Theatre (Manager), Takapuna, Auckland.
 Playhouse (Manager), Karangahape Road, Auckland.
 Regent Theatre (Manager), Queen Street, Auckland.
 Regent Theatre (Manager), Gisborne.
 St. James Theatre (Manager), Queen Street, Auckland.
 Strattons Dancing Academy (Manager), First Floor, H.M. Arcade, Queen Street, Auckland.
 Takapuna Boating Club (Secretary), Takapuna, Auckland.
 Tangiteria Hall Committee (Secretary), Whangarei.
 Theatre Management Ltd., St. James Buildings, Queen Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Egmont Racing Club (A. K. Fyson), 67 High Street, Hawera.
 Eltham and District Highland Pipe Band Society, Eltham.
 Hawera Highland Pipe Band Society, Hawera.
 New Plymouth Caledonian Society (Secretary), New Plymouth.
 New Plymouth R.S.A., Egmont Street, New Plymouth.
 Northern Division Taranaki Basketball Association, New Plymouth.
 Stratford Aero Club, Stratford.
 Stratford Racing Club, Stratford.
 Taranaki Jockey Club (Secretary), New Plymouth.
 Trades Hall Board of Trust (Secretary), N.D.A. Building, St. Aubyn Street, New Plymouth.
 Trades Hall Social Committee (Secretary), New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Baldwin, P. (Wellington College Old Boys Association), Wellington.
 Ball Room Astoria, George Street, Palmerston North.
 Bonnor, A., Kent Street, Levin.
 Bramwell, H., Hobson Street, Feilding.
 Burton, H., Manners Street, Wellington.
 Carr, F., and Boynton, C. (New Majestic), Willis Street, Wellington.
 Collinson and Cunningham Co. Ltd. (Manager), Palmerston North.
 Embassy Theatre (Manager), Courtenay Place, Wellington.
 Grand Hotel, Willis Street, (Manager), Wellington.
 Hansen, J., Kimbolton.
 Hart, W., Bulls.
 H.M.V. Ltd., Wellington.
 Karioi Football Club (Secretary), Karioi M.T.L.

Kirkaldies Ltd. (Manager), Lambton Quay, Wellington.
 McKay, J., care of Arts and Crafts, Masterton.
 Mount Cook Home and School Association (Secretary), Devon Street, Wellington.
 O'Connor, Margaret, 58 Cuba Street, Wellington.
 Petone Rowing Club, 58 Cuba Street, Wellington.
 Petone Workingmen's Club (Secretary), Victoria Street, Petone.
 Radio Corporation Ltd., Wellington.
 Railway Workshops Social Committee (Secretary), care of Railway Workshops, Lower Hutt.
 Smith, L., 53 Russell Road, Palmerston North.
 Stevens, J., Buffs Orchestra, McGrath Street, Napier.
 Wanganui Highland Pipe Band, Wanganui.
 Wellington Racing Club, Vickers House, Woodward Street, Wellington.
 Wellington Rowing Club (Secretary), Wellington Rowing Sheds.
 Wellington Show Association, John Street, Wellington.
 Wellington Trotting Club, 161 Jackson Street, Petone.
 White (Secretary), Heretaunga Boating Club, 13 Williams Street, Petone.
 Williamson, J. C., Theatres Ltd., Grand Opera House, Wellington.
 Women's Institute (Secretary), Ohakune.

MARLBOROUGH INDUSTRIAL DISTRICT

Marlborough Racing Club, High Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

Convent Old Girls' Association (Secretary), Nelson.
 Cook, T., Appelby Post Office, Nelson.
 Corby, E. (Stoke Hockey Club), Stoke Post Office, Nelson.
 Lock, F., Nelson Rugby Union, St. Vincent Street, Nelson.
 McKenzie, K. (Nelson Football Association), Vanguard Street, Nelson.
 McKenzie, K. (Nelson Provincial Scottish Society), Vanguard Street, Nelson.
 Nelson Hockey Association (Secretary), Nelson.
 Oliver, H. (Nelson Fire Brigade Social Committee), care of Fire Brigade Station, Nelson.
 Pearce, E. (St. John Ambulance Division), Nelson.
 Rangi, H. (Motueka N.Z.L.P. Social Committee), Trewvas Road, Motueka.
 Webley, C. T. (St. Mary's Entertainment Committee), Bridge Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Greymouth Amusements Ltd., Regent Theatre, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Amalgamated Theatres Ltd., Worcester Street, Christchurch.
 Ballantyne, J., and Co. Ltd., Cashel Street, Christchurch.
 Caledonian Society, Kilmore Street, Christchurch.
 Campbell, Colin, 367 Gloucester Road, Christchurch.
 Canterbury Agricultural and Pastoral Association, 97 Worcester Street, Christchurch.
 Canterbury Jockey Club, 128 Oxford Street, Christchurch.
 Christchurch Cinemas Ltd., Regent Buildings, Cathedral Square, Christchurch.
 Evans, H., 322 Gloucester Street, Christchurch.
 Harbour Lights Theatre, Lyttelton.
 Hays Ltd., Gloucester Street, Christchurch.
 Linwood Tennis Club, Linwood, Christchurch.
 Majestic Theatre, Timaru.
 New Brighton Brass Band (Secretary), New Brighton.
 New Brighton Trotting Club, New Brighton.
 New Zealand Metropolitan Trotting Club, corner of Oxford Terrace and Armagh Street, Christchurch.
 Premier Picture Theatre, Seaview Road, New Brighton.
 Theatre Royal, Timaru.
 Union Rowing Club, Christchurch.
 Warners Hotel, Cathedral Square, Christchurch.
 Williamson, J. C., Theatres Ltd., Theatre Royal, Christchurch.
 Wintergarden, Armagh Street, Christchurch.
 Woolston Brass Band (Secretary), Woolston, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

- Amalgamated Theatres Ltd., 127 George Street, Dunedin and Invercargill.
 Bluff Picture Theatre, Coronation Hall, Bluff.
 Brown, J., Factory Road, Mosgiel.
 Burns Bros., Wyndham.
 Burns Club (Secretary), Dunedin.
 Butal, G. M., Mataura.
 Caversham Harrier and Amateur Athletic Club (K. Miller, Secretary), care of Wright Stephenson and Co., Dunedin.
 Civic Theatre, 88 Tay Street, Invercargill.
 Civil Service Harrier and Athletic Club (A. R. Geddes, Secretary), care of Hillside Workshops, Dunedin.
 Dental Faculty (Secretary), Otago University, Dunedin.
 District Grand Lodge of Otago and Southland (H. Sykes, Secretary), 99 Lower High Street, Dunedin.
 Dunedin Choral Society (Secretary), Vedic Chambers, Dunedin.
 Dunedin Dramatic and Operatic Society (Secretary), Princess Street, Dunedin.
 Dunedin Fire Brigadesmen Social Committee, Central Fire Station, Dunedin.
 Dunedin Jockey Club (Secretary), 91 Crawford Street, Dunedin.
 Dunedin Repertory Society (Secretary), 159 Cargill Street, Dunedin.
 Dunedin Returned Soldiers Choir (Secretary), R.S.A., Moray Place, Dunedin.
 Forbury Park Trotting Club (Secretary), 87 Crawford Street, Dunedin.
 Forbury School Committee (Secretary), 63 Fawcett Street, Dunedin.
 Fuller, John, and Sons Ltd., His Majesty's Theatre, Crawford Street, Dunedin.
 Fuller Theatres Corporation Ltd., 21 Dee Street, Invercargill.
 Fulls' Pictures, Alexandra.
 Gardens Tea Kiosk (GP), Phoenix, Caley, McIntosh Ltd., Dunedin.
 Gore Racing Club (Secretary), P.O. Box 46, Gore.
 Gore Trotting Club (Secretary), P.O. Box 50, Gore.
 Hacket, P. (Wembley Dance Club), Rialto Tearooms, Rattray Street, Dunedin.
 Home Science Faculty (Secretary), Otago University, Dunedin.
 Invercargill Trotting Club, 21 Tay Street, Invercargill.
 I.O.O.F. (Secretary), New Zealand Express Co. Building, Dunedin.
 John McGlashan, College Old Boys' Association (Secretary), Alex. Harris Ltd., Dunedin.
 Kaikorai Football Club (Secretary), 10A City Road, Roslyn, Dunedin.
 Lancashire and Yorkshire Association (Secretary), Trades Hall, Dunedin.
 Lauruer Picture Theatre, George Street, Port Chalmers.
 Law Faculty (Secretary), Otago University, Dunedin.
 Lawson, J. J. Tuatapere.
 Macandrew Bay Golf Club (Secretary), Macandrew Bay.
 Majestic Theatre, Severn Street, Oamaru.
 Medical Faculty (Secretary), Otago University, Dunedin.
 N.Z. Amateur Athletic Association (Secretary), P.O. Box 444, Dunedin.
 N.Z. Amateur Swimming Association (Secretary), Star Office, Dunedin.
 North Dunedin Labour Party (Secretary), Lees Street, Dunedin.
 North Otago Federation of Women's Institutes (Secretary), Windsor.
 North Otago Scottish Society Inc., 17 Don Street, Oamaru.
 Oamaru Racing Club (Secretary), 161 Thames Street, Oamaru.
 Oamaru Trotting Club Inc. (Secretary), Thames Street, Oamaru.
 Otago Early Settlers Association (Secretary), Dunedin.
 Otago Hockey Association (Secretary), 176 Princess Street, Dunedin.
 Otago Rowing Association (Secretary), P.O. Box 319, Dunedin.
 Otago University Students' Association, Union Street, Dunedin.
 Pirates Football Club (Secretary), care of Alex. Harvey and Sons, Princess Street, Dunedin.
 Port Chalmers Branch Labour Party (Secretary), Port Chalmers.
 Radio Broadcasting Station (4ZD) Rattray Street, Dunedin.
 Radio Service Ltd., (4ZL) Class B, 243 Macandrew Road, South Dunedin.
 Regent Picture Theatre, 78 Dee Street, Invercargill.
 Regent Picture Theatre, 29 Irk Street, Gore.
 Regent Theatre (Manager), Dunedin.
 Riverton Racing Club, Riverton.
 Robertson, A., Kaitangata.
 Royal Dunedin Male Choir (Secretary), Westport Coal Co., Dunedin.
 Royal Naval Volunteer Reserve, Tewsley Street, Dunedin.
 St. Clair Golf Club (Secretary), P.O. Box 215, Dunedin.
 St. Joseph Social Committee, St. Josephs Hall, Rattray Street, Dunedin.

St. Marys Church Committee, Taiori Road, Dunedin.
 Savoy Restaurant, Moray Place West, Dunedin.
 Schieb, B. L. Arrowtown.
 Scottish Society, Thames Street, Oamaru.
 South Dunedin Labour Party (Secretary), Surrey Street, Caversham.
 Southland Racing Club (Secretary), 21 Tay Street, Invercargill.
 U.A.O.D. (Secretary), 142 Rattray Street, Dunedin.
 University Amateur Athletic Club (Secretary), 10 Littlebourne Crescent, Dunedin.
 University Hockey Club, 326 High Street, Dunedin.
 Vauxhall Boating Club, 28 Normanby Street, Musselburgh, Dunedin.
 Vedic Restaurant Ltd., Princess Street, Dunedin.
 Waikowaiti Racing Club, (Secretary), Waikowaiti.
 Winton Jockey Club (Secretary), Winton.
 Winton Trotting Club (Secretary), Winton.
 Wyndham Racing Club (Secretary), Wyndham.
 Wyndham Trotting Club (Secretary), Wyndham.

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 1st day of March 1962 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 12th day of October 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply and bind all persons engaged to play musical instruments (whether mechanical or otherwise) for rehearsals or performance at skating-rinks, public and private dancing, assemblies, hotels, cabarets, night-clubs, cafes, refreshment-rooms, and in connection with dramatic or variety performances, radio, television and picture entertainments, shows, circuses, operatic, comedy, and grand opera companies, orchestral and other concerts, stage presentations, by bands

or orchestras, at pictures, vaudeville, theatre entertainments, recording, radio broadcasting, races, and any other indoor or outdoor entertainments, and to any person who operates a mechanical musical instrument, player-piano, etc., in a public performance; and this award shall apply to performers engaged outside New Zealand to travel with or play at any entertainment in New Zealand. This award shall apply to persons engaged by music teachers to teach music and also to musicians employed by dancing and singing teachers to provide music.

Definitions

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

(b) For the purpose of this award if two persons or less are employed they shall be paid the rate for solo musicians.

(c) Performing Conductor: A performing conductor shall mean the member of the orchestra who plays and directs the orchestra.

(d) Leader: A leader is the violinist, or leading violinist in an orchestra where a performing conductor or a conductor directs the orchestra.

(e) Conductor: A conductor is the musician who directs the orchestra but does not play.

(f) Dance-band Leader: A dance-band leader is the performer in charge of a dance-band.

PART I

Wages

3. (a) Every performer employed at general theatrical performances, including operatic, touring, pictures, dramatic, comedy, vaudeville, etc., shall be paid £13 5s. per week for six performances. Performances in excess of six shall be paid for on a *pro rata* basis of the weekly rate prescribed herein. Musicians employed on two consecutive night performances in one day shall be paid 5s. meal money.

(b) Performing musicians directing an orchestra shall receive not less than £3 per week above the ordinary award rates and *pro rata* payment where the performances do not extend over six consecutive performances in the week.

(c) Music Library: Where the library is provided by a sole performer a sum of not less than 17s. per week shall be allowed. Where an orchestra is engaged a sum of not less than £1 5s. per week shall be allowed to the person supplying the music. The music shall be the property of the person supplying it.

(d) A musician who has been employed by any theatrical or touring company and who plays for the same company in any other town shall be entitled to the provisions of the after-mentioned subclauses (g) and (j).

(e) The leader in an orchestra shall receive not less than 7s. per performance in addition to his ordinary rate.

(f) Drummers shall receive not less than 13s. 6d. per week above the rates prescribed for the maintenance of instruments.

(g) Performers engaged on tour shall be paid an allowance of £1 12s. 3d. per day for each day or part of a day they are required to be absent from their home town.

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

(i) When a musician is required to play on the stage in view of the audience he shall be paid 7s. 6d. per performance in addition to his ordinary wage, with a maximum payment of £2 5s. in any one week.

(j) Musicians shall in all cases travel to and fro first class either by boat, rail, air, or otherwise.

Musicians engaged on travelling under this clause shall be paid full salary from the time of departure up to and including the day of arrival at their home town.

(k) A player shall be paid an allowance of 6s. 10d. for each performance where he is required to play an extra instrument: Provided that this allowance shall not exceed £1 8s. in any one week.

(l) On night trains where sleeping accommodation is provided sleepers shall be booked for musicians if available. If sleepers are unprocurable the cost of the sleeping accommodation shall be paid to the musician.

Rehearsals

4. (a) For time spent rehearsing for any engagement payment shall be made at the rate of 9s. per hour for the first four hours and thereafter 13s. 4d. per hour.

(b) In the case of engagements comprising not more than three performances, rehearsing shall be paid for at the rate of 13s. per hour.

PART II

Cafes, Hotels, Private Hotels, and Boardinghouses

5. (a) Performers engaged in cafes, tearooms, and hotels between the hours of 9 a.m. and 10.30 p.m. shall be paid at the rate of 15s. 3d. per hour, with a minimum engagement of two hours.

(b) The leader and/or performing conductor of an orchestra shall receive 4s. per performance in addition to the rates set out herein.

(c) Performers engaged in cafes and tearooms shall be paid £1 per hour for work done on Sundays.

(d) Musicians employed in coffee bars between the hours of 9 p.m. and 2 a.m. where dancing does not take place shall be paid the sum of 15s. 3d. per hour with a minimum payment of two hours.

PART III

Card Parties, Concerts, Dances, Assemblies, Cabarets, Night-clubs, and Skating-rinks, and any Other Engagements not Specifically Provided for

6. (a) From 8 p.m. to 11 p.m., where orchestra is engaged, £1 18s. 11d. per performer.

From 8 p.m. to 12 midnight, where orchestra is engaged, £2 9s. 5d. per performer.

From 10 p.m. to 12 midnight, where orchestra is engaged, £1 18s. 11d. per performer.

From 9 p.m. to 1 a.m., where orchestra is engaged, £3 12s. 4d. per performer.

From 10 p.m. to 1 a.m., where orchestra is engaged, £2 15s. 11d. per performer.

From 10 p.m. to 2 a.m., where orchestra is engaged, £4 7s. 1d. per performer.

From 12 midnight to 3 a.m., where orchestra is engaged, £5 4s. 11d. per performer.

(b) Where the engagement of a musician commences after 2 p.m. and before 8 p.m. he shall be paid at the rate of 13s. 8d. per hour until 8 p.m. and thereafter if the engagement continues in accordance with the wages as prescribed in subclause (a) of this clause, with a minimum of £2 2s. 2d. for the period of the engagement.

(c) A solo musician shall receive an additional payment of 11s. per performance.

(d) Dancing Instruction and Music-teaching: A musician employed by a dancing instructor and/or music-teacher shall be paid at the rate of 12s. 6d. per hour, with a minimum payment of 19s. for the time worked at any one time.

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

(f) The performing conductor and/or dance-band leader of an orchestra shall receive not less than 17s. 6d. per performance in excess of the rates prescribed in this clause.

(g) Not less than 20 minutes every two and a half hours shall be allowed performers, and refreshments of an adequate standard shall be provided.

Recordings, Transcriptions, and Sound Tracks

7. (a) Musicians employed making records, transcriptions or sound tracks shall be paid the following rates of wages in accord with the amount of music recorded:

(i) For up to seven minutes of music within a recording session of two hours £3 10s.

For up to 12 minutes of music within a recording session of not more than three hours including rehearsals the musician shall be paid not less than the sum of £5 2s.

(ii) For music in excess of 12 minutes the wage shall be not less than £1 17s. 6d. for each additional three minutes of music or part thereof, for which the session may be extended by up to one hour.

(iii) Where an extra or retake is necessary within five days of a recording session; a session consisting of one and a half hours at which no more than three and a half minutes of music may be recorded shall be permissible and each musician shall be paid not less than £2 2s.

(iv) For each session consisting of one hour or less during which time no more than one jingle and/or spot announcement can be made each musician shall be paid not less than £2 2s. For each additional jingle made within the session an additional fee of £1 1s. shall be paid and the session may be extended by 30 minutes.

(b) The performing conductor or dance-band leader shall be paid an additional sum equivalent to 20 per cent of the amounts stated above.

(c) Recording time may be pooled for a series of sessions booked as a block with a minimum of two sessions. That is to say; that in a group of three sessions the whole of the first two may be taken up with rehearsals, whilst the third session may be used solely for recording. Under no circumstances will the amount of recording time to rehearsals be affected.

Television

8. (a) Calls: Each call to be of not more than three hours' duration and not more than two calls per day.

(b) Intervals: An interval of at least 10 minutes shall be allowed during a three hour call and at least one hour interval between calls.

(c) Rehearsals: Musicians shall be paid £1 per hour for rehearsals.

Employers shall make scores available, where practicable, before sessions and musicians shall familiarise themselves with their parts.

(d) Screening: Whilst being heard and seen £2 2s. up to 30 minutes of music. For each additional 15 minutes the sum of £1 per musician shall be paid.

For music heard-only and not seen the sum of £1 17s. 6d. per musician up to 30 minutes of music shall be paid.

(e) Leader: The performing conductor or dance-band leader shall be paid at least 30 per cent in excess of the above rates.

(f) Doubling: A musician shall be paid an allowance of 6s. 10d. for each performance where he is required to play an extra instrument: Provided that this allowance shall not exceed £1 8s. in any one week.

(g) Where musicians are engaged in playing at live performances subject to any other section of this award and such performances are also televised, in lieu of the rates prescribed in this clause, each musician shall be paid at the rate prescribed in such other section of the award together with an additional payment of £1 per performance.

(NOTE—This television clause is inserted without prejudice to any further negotiations between the parties.)

PART IV

Other Engagements

9. (a) Picnics—

From 9 a.m. to 6 p.m., with one hour for lunch, £2 13s. 11d.

From 2 p.m. to 6 p.m., £2 1s. 7d.

Bandmaster, at least 17s. 4d. extra.

(b) Races and Ship or Boat Excursions—

Between the hours of 9 a.m. and 6 p.m., with one hour for lunch, not less than £3 3s. 7d.

Between the hours of 12 noon and 6 p.m., not less than £2 13s. 11d.

Between the hours of 1.30 p.m. and 6 p.m., not less than £2 2s. 6d.

Bandmaster, at least £1 8s. 7d. extra.

(c) Garden Parties—

Fourteen shillings per hour, with a minimum payment of £1 13s. 2d.

Bandmaster, 17s. 4d. extra.

(d) Sports, etc., not otherwise provided for—

From 9 a.m. to 6 p.m., with one hour for lunch, £2 14s. 7d.

From 2 p.m. to 6 p.m., £2 1s. 3d.

From 7 p.m. to 10 p.m., £2 1s. 3d.

Bandmaster, at least 17s. 4d. extra.

(e) Shows, Bazaars, Exhibitions, etc.—

£1 17s. 7d. for each performance of two hours and a half.

Bandmaster, at least 17s. 4d. extra.

(f) Musicians and their instruments shall be conveyed to and from engagements at the expense of the employer or the employer shall pay their fares.

PART V—APPLICABLE TO ALL SECTIONS

Requirements of Economic Stabilisation Regulations

10. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Holidays

11. (a) Workers covered by this award shall be entitled to the following holidays on full rates of pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day: Provided that in the Canterbury Industrial District Show Day shall be substituted for Anniversary Day.

(b) Workers regularly employed on a day on which the holiday falls shall be entitled to holiday payment even if no work is performed. Workers required to work on the holidays set out in subclause (a) of this clause shall be entitled to double the appropriate rate.

Work performed on Sundays shall be paid for at double time rates: Provided that this provision shall not apply where the engagement has commenced not later than 9 p.m. on the previous Saturday evening.

(NOTE—This clause is inserted without prejudice to any future negotiations.)

Annual Holidays

12. (a) The provisions of the Annual Holidays Act 1944 shall apply to all workers covered by this award.

(b) Where a worker becomes entitled to the annual holiday and the holiday is not taken at the end of the year, workers shall receive at least one month's notice before leave has to be taken.

(c) Holiday pay shall be paid to employees prior to commencing their holiday period.

Overtime

13. Unless otherwise provided herein, all time worked outside or in excess of the hours prescribed by this award shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Cartage of Instruments

14. Double-bass players, harpists, drummers and vibraphone players shall be granted free cartage for their instruments and accessories to and from their respective engagements. Free cartage to and from the respective engagements shall also be granted for the transport of amplifiers when required.

No Deduction in Wages

15. Any performer who at the date of the coming into operation of this award is in receipt of a higher rate of pay than that prescribed in this award shall not have his wages reduced.

Termination of Engagement

16. (a) In the case of performers employed regularly and/or by the week, a week's notice of termination of engagement shall be given by either side. In the case of casual engagements, 48 hours' notice of the termination or prior cancellation of an engagement shall be given on either side. All moneys due to the workers shall be paid at the termination of the engagement. Where performers are engaged more than seven days in advance of the actual performance taking place, and such engagement is cancelled, one week's notice of such cancellation shall be given on either side or payment made for the performance.

(b) A performer, engaged for any performance shall receive payment, whether the performance takes place or not, unless such engagement be cancelled by 48 hours' previous notice from the employer.

Music Library

17. (a) Where the library is provided by a sole performer, a sum of not less than 4s. 6d. per performance shall be paid by the employer.

(b) Where an orchestra is engaged, a sum of not less than 8s. 3d. per performance shall be allowed to the person supplying the music: Provided that such payment shall not exceed £1 10s. in any one week. The music shall be the property of the person so supplying it.

(c) This clause shall not apply to Part I of this award.

Supplying of Uniforms

18. Where an employee is required to wear special uniforms (other than evening dress), such uniforms shall be supplied by the employer, who shall keep them clean and in good condition. The cost of renovation, etc., shall be paid by the employer.

Transport

19. (a) Where a musician resides outside a 5-mile radius of the place where the engagement takes place, suitable transport shall be provided or an allowance of 1s. 6d. per mile or part thereof shall be paid by the employer to and from the engagement for the distance outside the 5-mile radius and the place where the engagement takes place.

(b) When a musician is engaged and is unable to reach his home by the usual public means of travelling, transport shall be provided by the employer.

(c) Where the musician is required to be away from his home town overnight the employer shall provide first class travel and suitable accommodation with meals.

(d) This clause shall not apply to Part I of this award.

Refreshments

20. At engagements for outdoor performances between the hours of 9 a.m. and 10 p.m. and exceeding four hours, each musician shall, unless meals are provided, be entitled to refreshment expenses not exceeding 8s. 6d. in addition to the rates fixed by this award.

Substitutes

21. With the consent of his or her employer, an employee may (during absence through illness, holiday, or other cause) provide a suitable person to undertake temporarily his or her duties. Such substitute shall be paid not less than the award rates of pay by the employer. No substitute shall be deemed to be a casual.

Matters Not Provided For

22. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary, branch 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.

Right of Entry

23. Every employer bound by this award shall permit the secretary or other authorised officer of the union of workers to enter, at a reasonable time, upon the premises or place of business, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Wages and Time Book

24. A wages and time book in accordance with the requirements of section 181 of the Industrial Conciliation and Arbitration Act 1954 shall be kept by all parties bound by this award. Where a band leader is employed, the duty of keeping the wages and time book may be delegated to him by the employer.

Workers to be Members of Union

25. (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.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years and 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 21 years and upwards, shall be deemed to be an adult.

(c) Employers shall, on request by the secretary (not more often than once in three months), supply the union with a list of the names and addresses of all workers employed by them and covered by this award.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Exemption

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

Application of Award

27. 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 districts to which this award relates.

Scope of Award

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

Term of Award

29. 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 first day of the first pay week of each employer commencing on or after the 1st day of September 1960, 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 1st day of March 1962.

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 12th day of October 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.