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## TAHUNA SANDS ASSOCIATION'S WORKERS—INDUSTRIAL AGREEMENT

*[Filed in the Office of the Clerk of Awards, Nelson]*

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 12th day of December 1962, between the Wellington, Nelson, Westland, and Marlborough Local Bodies', Other Labourers and Related Trades Industrial Union of Workers (hereinafter called "the union") of one part, and the Tahuna Sands Association (Incorporated) (hereinafter called "the employer") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

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### THE SCHEDULE

#### *Industry to Which Agreement Applies*

1. This agreement shall apply to all workers employed by the association and engaged in the normal work carried out by the association in the exercise of its functions as the controlling body of the area known as the Sands Reserve at Tahuanui near the city of Nelson, but shall not apply to any person employed as a secretary or treasurer, or to any person whose duties are of a clerical nature.

#### *Hours of Work*

2. (a) The hours of work shall be 40 per week worked between the hours of 8 a.m. and 5 p.m. on five days of the week Monday to Friday inclusive; Provided that during the period of two months from 20 December in any year to 20 February in the succeeding year the hours of work shall not exceed 40 per week nor eight per day and may be worked between the hours of 7 a.m. and 6 p.m. on six days of the week Monday to Saturday inclusive; Provided further that during the period 20 December in any year and 20 February in the succeeding year where any of the 40 hours are worked on a Saturday payment shall be made at the rate of half time in addition to the weekly wage.

(b) Notwithstanding anything contained in subclause (a) hereof the camp manager and assistant camp manager may be required to work on any day as determined by the association. Monday to Sunday inclusive provided that one clear day of 24 hours off duty shall be allowed in each working week.

#### *Overtime*

3. (a) All time worked in excess of the hours mentioned in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) All time worked on Sundays or on any holiday mentioned in clause 4 hereof shall be paid for at double time but overtime for work done on any such holiday shall be in addition to the usual weekly rates. Overtime shall be computed at one-fortieth of the weekly rate.

(c) Nothing contained in the foregoing provision of this clause shall apply to the camp manager or assistant camp manager employed pursuant to subclause (b) of clause 2 hereof.

#### *Holidays*

4. (a) The following days shall be regarded as holidays: New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, Anzac Day and one other day to be mutually agreed on.

(b) The provisions of the Public Holidays Act 1910 and its amendments shall be deemed to be incorporated in this agreement.

#### *Annual Holidays*

5. Workers shall be allowed and paid for three weeks' annual holiday. The Annual Holidays Act 1944 shall apply in all other respects to workers covered by this agreement.

#### *Wages*

6. The minimum rates of wages for workers employed under this agreement shall be:

(i) Camp Manager	.....	.....	£1,250 per annum.
Assistant Camp Manager	.....	.....	£900 per annum.
(ii) Other workers	.....	.....	£13 10s. per week.

#### *Service Bonus*

7. (a) All workers coming within the scope of this agreement who complete or have completed the under-mentioned periods of service with the Tahuna Sands Association shall be paid service bonuses in accordance with the following scale:

	Per week		
	£	s.	d.
Exceeding one year but less than two years	.....	0	3 6
Exceeding two years but less than three years	.....	0	8 6
Exceeding three years but less than four years	.....	0	13 6
Exceeding four years but less than five years	.....	0	18 6
Exceeding five years	.....	1	1 0

(b) Time served prior to the commencement of this agreement shall count as qualifying service for the purposes of this clause.

#### *General Conditions*

8. (a) Should any matter arise out of or in connection with the operation of this agreement or effect the relationship between the workers or any of them, and the association, the matter shall be considered by a representative of the union and a

representative of the association. Failing a mutual agreement on any point that may arise, the union and the association shall refer the matter to an independent person for decision. Should the union and association fail to agree respecting the person to decide any issue, the matter shall be referred to the Conciliation Commissioner for the district whose decision shall be final.

(b) Workers required to work in wet weather shall be supplied with suitable oilskins, and workers required to clean conveniences and dispose of refuse or rubbish shall be supplied with overalls and gloves.

### *Unqualified Preference*

9. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement 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 purpose 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 an adult worker by this agreement.

### *Term of Agreement*

10. This agreement shall insofar as it relates to wages be deemed to have come into force on the 30th day of September 1962, and insofar as all other conditions of this agreement are concerned it shall come into force on the day of the date hereof and shall continue in force until the 29th day of September 1963.

Signed on behalf of the Tahuna Sands Association Incorporated:

R. A. FLETCHER.

Signed on behalf of the Wellington, Nelson, Westland and Marlborough Local Bodies', Other Labourers and Related Trades Industrial Association of Workers:

J. G. L. WRIGHT, President.

P. M. BUTLER, Secretary.