

TAHUNA BEACH CAMP (INC.) EMPLOYEES—AWARD

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

In the Court of Arbitration of New Zealand, Nelson Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Wellington, Nelson, Westland, and Marlborough Local Bodies, other Labourers, and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned company (hereinafter called “the employers”):

Tahuna Beach Camp (Inc.) Nelson.

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 12th day of June 1968 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 5th day of July 1966.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award 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 Tahunanui 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: Provided further that during the period of two months from 20 December in any year to 20 February in the succeeding year overtime shall be calculated on a daily basis.

(b) Notwithstanding anything contained in subclause (a) of this clause 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.

(c) All time during which a worker is responsible to or subject to the control of the employer shall be part of his working time.

Overtime

3. (a) All time worked in excess of the hours mentioned in clause 2 of this award 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 of this award or after noon on Saturday 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 of this award.

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 1955 and its amendments shall be deemed to be incorporated in this award.

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 award.

Wages

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

- (i) Camp manager £1,399 (2,798 dollars) per annum.
- Assistant camp manager £1,035 (2,070 dollars) per annum.
- (ii) Other workers £15 17s. 6d. (31 dollars 75 cents) per week.

Service Bonus

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

	Per Week			Per Week
	£	s.	d.	\$
Exceeding one year but less than two years	14	0		1 40
Exceeding two years but less than three years	19	6		1 95
Exceeding three years but less than four years	1	4	6	2 45
Exceeding four years but less than five years	1	10	0	3 0
Exceeding five years	1	12	6	3 25

(b) Time served prior to the commencement of this award 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 award or affect 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 the 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.

Sick Leave

9. (a) Workers after 12 months' continuous employment with the Tahuna Sands Association shall in the case of inability to continue work because of sickness, be entitled to sick pay at ordinary rates up to 7 working days in each year, such leave to be cumulative up to 21 working days: Provided that the Secretary of the Tahuna Sands Association may, at his discretion, grant sick leave to a worker who may not have fully qualified with 12 months' continuous service.

(b) If required by the employer sick leave shall be subject to the worker concerned producing a medical certificate from a doctor approved by the employer certifying to the worker's indisposition and inability to continue working.

Unqualified Preference

10. (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 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 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.)

Termination of Employment and Deductions

11. (a) One week's notice of the termination of employment shall be given by the party desiring to terminate the employment or one week's wages paid or forfeited, as the case may be; but nothing herein contained shall prevent an employer for summarily dismissing a worker for misconduct.

(b) No deductions shall be made from the wages due to any worker on behalf of any society, thrift club, savings account, welfare fund or otherwise except with the written consent of the worker concerned.

Application of Award

12. This award shall apply only to the parties named herein.

Term of Award

13. 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 June 1966, 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 12th day of June 1968.

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 5th day of July 1966.

[L.S.]

A. P. BLAIR, 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. The unqualified preference provision (clause 10) has been inserted in accordance with the agreement of all the assessors.

A. P. BLAIR, Judge.