

**TAHUNA BEACH CAMP (INC.) EMPLOYEES –  
INDUSTRIAL AGREEMENT**

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 12th day of April 1973 between Tahuna Beach Camp Incorporated (hereinafter called "the employer") of the one part and the Wellington, Nelson, Westland and Marlborough Local Bodies', Other Labourers and Related Trades Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule:

**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 Tahanunui 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, or to any worker whose salary or wages exceed \$4070 per annum (exclusive of overtime).

**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 5 days of the week Monday to Friday inclusive: Provided that during the period of two months from 1 December in any year to 31 January in the succeeding year the hours of work shall not exceed 40 per week nor 8 per day and may be worked between the hours of 7 a.m. and 6 p.m. on 6 days of the week Monday to Saturday inclusive: Provided further that during the period 1 December in any year and 31 January 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 1 December in any year to 31 January in the succeeding year overtime shall be calculated on a daily basis.

(b) Notwithstanding anything contained in subclause (a) of this clause the 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 agreement shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter.

(b) All time worked on Sundays or on any holiday mentioned in clause 4 of this agreement 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 assistant camp manager employed pursuant to subclause (b) of clause 2 of this agreement.

**HOLIDAYS**

4. (a) The following days shall be regarded as holidays: New Year's Day, 2nd 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 agreement.

#### ANNUAL HOLIDAYS

5. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of three weeks paid on the basis of the worker's average weekly taxable earnings, provided that the holiday pay does not exceed the worker's ordinary pay plus 30 percent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(b) For the purpose of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(c) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (d) of this clause subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(d) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 percent of his gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for that period of employment.

(e) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(f) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of these workers is for any reason discontinued, and at the date of commencement of any such period any such worker has not become entitled to an annual holiday then the worker shall not be entitled to any wages for 3 weeks following that date, but the employer shall before that date pay to him in addition to all other amounts due to him, an amount equal to 6 percent of his gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for the period of employment up to that date, and the next year of his employment shall be deemed to commence on that date.

#### SPECIAL HOLIDAYS FOR LONG SERVICE

6. Each worker shall, after 20 years of employment, be entitled once only to a special holiday of 2 weeks, and after 30 years of employment be entitled once only to a special holiday of 3 weeks, and after 40 years of employment be entitled once only to a special holiday of 5 weeks. All such special holidays shall be on ordinary pay as defined by the Annual Holidays Act 1944 and may be taken either in conjunction with the annual holiday or at such other time as may be agreed by the employer and worker.

#### WAGES

7. (a) The minimum rates of wages for workers employed under this agreement shall be:

- (i) Assistant Camp Manager, \$3461 per annum.
- (ii) Other Workers \$55.

(iii) Other workers under the age of 20 years may be employed during the period 1st December in any year until 31st January the following year and shall be paid not less than \$47.99.

Females:

- (b) (i) One female worker may be employed on cleaning duties in the female conveniences and ablution blocks, kitchens and cabins, provided that during the period 1st December in any year till 31st January in the succeeding year two such females may be employed.
- (ii) The ordinary hours of such workers shall not exceed 8 per day or 40 per week to be worked between the hours of 8 a.m. and 5 p.m. on 5 days of the week, Monday to Friday inclusive.
- (iii) Female workers shall not be required to lift weights in excess of 28 lbs.
- (iv) Female workers employed under this subclause shall be paid not less than \$44 per week.

**SERVICE BONUS**

8. (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 and/or Tahuna Beach Camp (Inc.) shall be paid service bonuses in accordance with the following scale:

	Per Week
	\$
Exceeding 1 year but less than 2 years . . . . .	2.90
Exceeding 2 years but less than 3 years . . . . .	3.45
Exceeding 3 years but less than 4 years . . . . .	3.95
Exceeding 4 years but less than 5 years . . . . .	4.50
Exceeding 5 years . . . . .	4.75

The rates prescribed in this subclause are not to be subject to any increase which may be granted by the Court of Arbitration in a future General Wage Order.

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

**GENERAL CONDITIONS**

9. (a) Should any matter arise out of or in connection with the operation of this agreement or affect the relationship between the workers or any of them, and the employer the matter shall be considered by a representative of the union and a representative of the employer. Failing a mutual agreement on any point that may arise, the union and the employer shall refer the matter to an independent person for decision. Should the union and employer 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 oil skins, and workers required to clean conveniences and dispose of refuse or rubbish shall be supplied with overalls and gloves.

**SICK LEAVE**

10. (a) Workers after 12 months' continuous employment with the Tahuna Beach Camp (Inc.) 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 Beach Camp (Inc.) 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

11. (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 an 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.

(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

12. (a) One week's notice of the termination of employment shall be given by the party desiring to terminate the employment or 1 week's wages paid or forfeited, as the case may be; but nothing herein contained shall prevent an employer from 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.

### TERMS OF AGREEMENT

13. This agreement shall be deemed to have come into force on the 19th day of February 1973; and this agreement shall continue in force until the 18th day of February 1974.

In witness whereof the parties hereto have executed these presents the day and year first above written.

For and on behalf of Tahuna Beach Camp (Incorporated):

B. V. Cox, Secretary.

For and on behalf of The Wellington, Nelson, Westland and Marlborough Local Bodies' Other Labourers and Related Trades Industrial Union of Workers:

M. A. Flanagan (Mrs), Assistant Secretary.

TAHUNA BEACH CAMP (INC) EMPLOYEES – VARIATION OF INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 5th day of December 1973 between Tahuna Beach Camp (Inc) (hereinafter called the employer) of the one part and the Wellington, Nelson, Westland and Marlborough Local Bodies' Other Labourers and Related Trades Industrial Union of Workers (hereinafter called "the Union") of the other part. Whereby it is mutually agreed by and between the said parties that the Industrial Agreement made between the parties on the 12th day of April 1973 shall be and is hereby varied as set out in the following Schedule.

SCHEDULE

Be deleting paragraph (iv) of subclause (b) of clause 7 Wages, and substituting the following new paragraph therefor.

(b) Females:

(iv) Female workers employed under this subclause shall be paid not less than \$46.20 on and after the 1st day of October 1973.

The rates of wages specified herein shall be deemed to have come into force on the date specified.

This variation of industrial agreement is solely for the purpose of giving effect to the Equal Pay Act 1972.

In witness whereof the parties hereto have executed these presents the day and year first above written.

For and on behalf of – Tahuna Beach Camp (Inc):

B. V. Cox, Secretary.

For and on behalf of – The Wellington, Nelson, Westland and Marlborough Local Bodies, other Labourers and Related Trades Industrial Union of Workers:

W. J. Anton, Secretary.