

CHRISTCHURCH CITY COUNCIL **TESTING-STATION**
EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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 New Zealand (except Northern Industrial District) Amalgamated Engineering and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned Council (hereinafter called "the employers") :—

The Christchurch City Council, Christchurch.

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 31st day of March, 1940, 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 duly appointed Delegate of the Court hath hereunto set his hand, this 9th day of June, 1939.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed Delegate
of the Court of Arbitration.

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SCHEDULE.

Interpretation.

1. (a) "Testing-station employee" shall mean and include workers engaged in the vehicle-testing station testing the road-worthiness of motor-vehicles.

(b) In the staffing of the testing-station one motor-mechanic other than the supervisor shall be employed in each and every lane or complete series of machines in use at the station for the testing of motor-vehicles.

Hours of Work.

2. (a) The hours of work shall be one hundred and sixty (160), to be worked in a period of four weeks between the hours of 8 a.m. and 5 p.m. on the first five days of each week and between 8 a.m. and noon on Saturdays.

(b) The supervisor of the vehicle-testing station, in collaboration with the secretary of the union, shall prepare a roster showing the hours in each four-weekly period to be worked by each testing-station employee.

Overtime.

3. All time worked in excess of or outside of the hours mentioned in clause 2 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Wages.

4. The minimum rates of wages shall be as follows:—

	Per Annum.		
	£	s.	d.
Supervisor	364	0	0
Mechanics employed under clause	Per Week.		
1 (b) hereof	5	12	6
Other station employees ..	5	7	6

Holidays.

5. (a) The following shall be the recognized holidays, and no deduction shall be made from wages in respect of such holidays: New Year's Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Show Day, Christmas Day, Boxing Day, Anzac Day, and such additional days as from time to time may be authorized.

(b) For all time worked on Sundays and recognized holidays as provided hereinafter or authorized from time to time, rates as follows shall be paid:—

Christmas Day and Good Friday, double time.

For recognized holidays, one and a half rates.

Sundays, double rates.

(c) Two weeks' annual leave on full pay shall be granted to all workers covered by this award on completion of twelve months' service with the Council.

Termination of Employment.

6. One week's notice of termination of employment shall be given on either side in all cases other than the supervisor, in whose case one month's notice shall be given on either side.

Access to Workshops.

7. The union secretary may, by consent of the employer, interview any worker on matters coming within the scope of the award.

Exemption.

8. The supervisor shall be exempt from clauses 2 (a) and 3 of this award.

Under-rate Workers.

9. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such

worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of Union.

10. (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.)

Relieving Employees.

11. Nothing in this award shall be construed so as to prevent the Council from temporarily employing in the testing-station any member of the staff of the traffic department in a relieving position: Provided that any member of the traffic staff so employed shall be entitled to receive not less than the rate of wages provided for testing-station employees by the terms of this award.

Matters not provided for, and Appeals.

12. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith, including any difference or dispute as to the decision of the Council respecting the dismissal, disrating, of any employee, and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of the Council and two representatives of the union, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district: Provided that all disputes shall be considered by the Committee within one month of the date of notification to the Council or the union of such dispute.

Scope of Award.

13. This award shall apply to the parties named herein.

Term of Award.

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1939, 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 31st day of March, 1940.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the duly appointed Delegate of the Court hath hereunto set his hand, this 9th day of June, 1939.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed Delegate
of the Court of Arbitration.

MEMORANDUM.

The only matter referred to the Court related to the membership-of-union clause. Wages have been made retrospective to 1st April, 1939, by agreement of the parties. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed Delegate
of the Court of Arbitration.