

CHRISTCHURCH CITY COUNCIL **TESTING STATION EMPLOYEES**—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 11th day of May 1953, between the Mayor, Councillors, and Citizens of the City of Christchurch, a Corporation constituted under the Municipal Corporations Act, 1933, and hereinafter referred to as “the Corporation,” and joining in these presents as an employer, of the one part, and the N.Z. Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, an Industrial Union registered under the Industrial Conciliation and Arbitration Act, 1925, and its amendments and hereinafter referred to as “the industrial union” (the registered office of which union is situated at 194 Gloucester Street, in the City of Christchurch, of the other part, witnesseth that it is hereby mutually agreed and declared between and by the Corporation and the industrial union that the terms and conditions hereinafter set forth shall apply to all the Vehicle Testing Station employees employed by the Corporation.

Interpretation

1. (a) This award shall apply only to the staff employed at the vehicle testing station for the purpose of examining various types of motor vehicles, prior to the issue of either a certificate or warrant of fitness.

(b) “Supervisor” shall mean a qualified mechanic who is the holder of an A Grade or Certified Certificate (certified holder to have had five years’ service with the Christchurch City Council Testing Station), and whose duties shall include the supervision of the testing station.

(c) “Assistant Supervisor” shall mean a qualified mechanic who is the holder of an A Grade or Certified Certificate who has had five years’ service with the Christchurch City Council Testing Station, and whose duties shall include the supervision of the testing station during the absence of the supervisor.

(d) “Vehicle Inspector” shall mean a qualified mechanic who is required to examine all types of motor vehicles according to the requirements concerning the construction, condition, and equipment of such vehicles as prescribed by the Traffic Regulations, 1936, and the Transport Licensing Act, 1931.

Hours of Work

2. Forty hours shall constitute an ordinary week's work of which not more than eight hours may be worked on each day from Monday to Friday inclusive, and between the hours of 8 a.m. and 5 p.m.

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 two hours and double time thereafter. All overtime to be calculated on a daily basis.

Wages

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

	Per Week		
	£	s.	d.
Supervisor	13	0	0
Assistant supervisor	12	0	0
Vehicle inspector	11	2	6
After five years' service	11	5	0
After ten years' service	11	7	6

(b) Vehicle inspectors who are rostered for duty to issue warrants of fitness for motor cycles shall be paid the sum of 2s. 6d. per week.

(c) Should any vehicle inspector be required to carry out the duties of assistant supervisor for a period greater than ten working days he shall receive payment for that period at the higher rate of pay.

Holidays

5. (a) The following shall be the recognized holidays and no deductions shall be made from wages in respect of such holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, the birthday of the reigning Sovereign, 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 after noon on Saturdays, on Sundays, and on recognized holidays as provided herein, or authorized from time to time, double rates shall be paid.

(c) In addition to the above holidays, all workers covered by this agreement shall on completion of 10 years' continuous service with the Council be entitled to receive an annual holiday of 15 working days on full pay, whilst workers with less than 10 years' continuous service shall be entitled to receive an annual holiday of 12 working days on full pay on the completion of each year's service. Holidays to be taken by mutual agreement with the Departmental Head, holiday payment to be computed on the average complete weekly earnings for the preceding year.

Overalls

6. Overalls shall be provided and laundered in accordance with existing practice. Waterproof footwear, such as goloshes, to be provided.

Termination of Employment

7. One week's notice of termination of employment shall be given on either side.

Access to Workshops

8. A union representative may by consent of the employer, interview any worker on matters coming within the scope of this award.

General

9. (a) A ten minute break shall be granted morning and afternoon; these periods shall be taken in two groups between the hours of 9.50 a.m. and 10.10 a.m. in the morning, and 2.50 p.m. and 3.10 p.m. in the afternoon.

(b) Suitable lockers shall be provided for the safe keeping of workers' clothes and reasonable washing facilities with hot water, and a sufficient supply of boiling water at meal times (as under Factories Act).

(c) Proper shelter shall be provided to protect workers from cold winds.

(d) The employer shall provide reasonable facilities for supplying warmth for the men working in the station in cold weather.

(e) The City Council shall grant a driving licence to all members of the staff whose duty is the examination and issue of warrants on motor vehicles and motor cycles.

Workers to be Members of Union

10. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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 purpose 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer, or any officer or representative of the union, commits a breach of this award and shall be liable accordingly.

(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.)

Under-rate Workers

11. (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.

Relieving Employees

12. 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

13. 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 differences or dispute as to the decision of the Council respecting the dismissal or 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 of the union of such dispute.

Scope of Award

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

Term of Award

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 15th day of February, 1953, 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 15th day of February, 1955.

In witness whereof the parties have executed these presents:—

The common seal of the Christchurch City Corporation was hereto affixed in the presence of—

[L.S.]

R. M. MACFARLANE, Mayor.
H. S. FEAST, Town Clerk.

The common seal of the N.Z. Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers was hereto affixed in the presence of:—

[L.S.]

CHAS BAX, President.
J. STURROCK, Acting Secretary.