

NEW PLYMOUTH CITY COUNCIL TESTING STATION EMPLOYEES—INDUSTRIAL AGREEMENT

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

THIS Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 1st day of September 1956, between the Mayor, Councillors, and Citizens of the City of New Plymouth, 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 New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, an industrial union registered under the Industrial Conciliation and Arbitration Act 1954, and hereinafter referred to as "the Industrial Union" (the registered office of which union is situated at 123 Abel Smith Street, Wellington) 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.

SCHEDULE

Interpretation

1. (a) This agreement 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) "Vehicle Examiner" shall mean a motor mechanic who has passed the prescribed examination and is the holder of an "A" Grade Motor Mechanic's Certificate (or national equivalent), whose duties shall include the supervision of the testing station.

(c) "Assistant Vehicle Examiner" shall mean a worker who is fully qualified to conduct a detailed examination of 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 7.30 a.m. and 5 p.m.

Overtime

3. (a) Except as provided for in subclause (b) hereof 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.

(b) Time worked after noon on Saturdays, on Sundays, and on recognised holidays, as provided herein, or authorised from time to time, shall be paid for at double time rates. All overtime shall be calculated on a daily basis.

Wages

4. (a) The minimum rates of wages shall be as follows:	Per Week
	£ s. d.
Vehicle examiner	12 2 4
Assistant vehicle examiner	11 2 4

An assistant vehicle examiner not being the holder of an "A" Grade Motor Mechanic's Certificate (or national equivalent) but who has completed five years' service shall be paid an additional 2s. 6d. per week.

(b) The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court, made under the Economic Stabilisation Regulations 1953, and dated the 28th day of October 1954.

Holidays

5. (a) The following shall be the recognised holidays, and no deductions shall be made from wages in respect of such holidays; New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and such additional days as from time to time may be authorised.

(b) In addition to the above holidays, all workers covered by this agreement shall on completion of ten years' continuous service with the Council be entitled to receive an annual holiday of fifteen working days on full pay, whilst workers with less than ten years' continuous service shall be entitled to receive an annual holiday of ten 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 agreement.

General

9. 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.

Workers to be Members of Union

10. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this agreement to employ or continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(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 agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

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 to do so by his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

(NOTE—Attention is drawn to subsection (3) of section 174 of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

Relieving Employees

11. Nothing in this agreement shall be construed so as to prevent the Council from temporarily employing in the testing station any member of the staff of any other Department in a relieving position; Provided that any member of the 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 agreement.

Matters Not Provided For and Appeals

12. The essence of this agreement 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 agreement, 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 or disrating of any employee, and not dealt with in this agreement 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 Agreement

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

Term of Agreement

14. This agreement in so far as it relates to wages shall be deemed to have come into force on the 1st day of September 1956, and so far as all the other conditions of this agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 1st day of September 1958.

In witness whereof the parties have executed these presents.

The common seal of the New Plymouth City Council was hereto affixed in the presence of:

[L.S.]

EDWARD O. E. HILL, Mayor.
H. W. JOHNSON, Town Clerk.

The common seal of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers was hereto affixed in the presence of:

[L.S.]

S. V. GLADING, President.
J. NEALE, Secretary.