

DUNEDIN CITY COUNCIL TESTING STATION OFFICERS': INDUSTRIAL AGREEMENT

This industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act 1954, this 27th day of February 1970, between the Dunedin City Council (hereinafter called the "employer") of the one part and the Dunedin City Council and Dunedin Drainage and Sewerage Board Inspectors' and Officials' Industrial Union of Workers (hereinafter called the "union") of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows:

SCHEDULE

SCOPE OF AGREEMENT

1. This agreement shall apply to all testing station vehicle inspectors employed by the Dunedin City Council.

HOURS OF WORK

2. The hours of work shall not exceed 40 per week or eight per day, to be worked on five days of the week Monday to Friday inclusive.

SALARIES

3. (a) The following shall be the minimum salary rates payable to: Testing station vehicle inspectors who are:

			\$
A Grade mechanics	..	..	2760 p.a.
Certificated mechanics	..	..	2671 p.a.
Other mechanics	..	..	2506 p.a.
Senior Inspectors	..	..	2880 p.a.
Testing Station Superintendent	..	..	3350 p.a.

- (b) All appointments shall be subject to a probationary period of six months during which the appointee shall require to make himself conversant with all relevant regulations.
- (c) If a testing station vehicle inspector is engaged on traffic control work he shall be paid for such work at the traffic officers' rate for the third year of service.
- (d) An additional 50c per week shall be paid to each worker covered by this agreement who, at the date of making thereof, has been employed continuously by the Council for one year or more or who subsequently completes one year under this agreement.

OVERTIME

4. (a) Overtime shall be calculated on a daily basis and all time worked in excess of eight hours in one day from Monday to Friday inclusive shall be paid for at time and a half for the first two hours' work and thereafter at double time rates.
- (b) All Saturday work shall be paid for at time and a half rates for the first two hours and thereafter at double time rates.
- (c) All Sunday work shall be paid for at double time rates.
- (d) Any worker called out on a Saturday or a Sunday or on a holiday shall be paid for a minimum of two hours at the appropriate overtime rate.

HOLIDAYS

5. (a) All employees covered by this agreement shall, after 12 months' service be entitled to three weeks' recreational leave on full pay, exclusive of any of the holidays mentioned in subclause (b) hereof.

- (b) In addition to the annual leave provided for in subclause (a) hereof, the following days shall be observed as holidays and all work carried out on those days shall be paid for at overtime rates as for a Sunday in addition to the normal pay for the holiday, viz., New Year's Day and the following day, Anniversary Day or a day in lieu thereof by mutual agreement, Anzac Day, Good Friday, Easter Monday, birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.
- (c) Annual leave shall not be allowed to accumulate except with the consent of the employer.

MEAL ALLOWANCE

- 6. The employer shall pay 60c as meal money to each worker required to take an interval for a meal after the usual stopping time and before commencing to work overtime provided that this allowance shall not be paid to the worker who has been given 24 hours' notice that he will be required to work overtime if he can reasonably return to his home for a meal within the interval allowed.

EXPENSES

- 7. All duly authorised out-of-pocket expenses incurred by any employee in the execution of his duties shall be paid by the employer.

PAYMENT OF SALARIES

- 8. All salaries shall be paid fortnightly. The hourly rate shall be one-fortieth of the weekly wage.

GENERAL CONDITIONS

- 9. (a) Vacant places shall be filled where practicable by promotion of employees already on the staff: Provided that the decision of the Council as to the fitness or otherwise of any employee for promotion shall be final.
- (b) All promotions or transfers shall be in the first case for a probationary period of six months.
- (c) Temporary employees shall not be engaged for periods longer than six months except upon conditions as may be agreed to between the employer and the union.
- (d) Any member of the union canvassing any member of the City Council for appointment, promotion or transfer shall be automatically disqualified.
- (e) No appointment shall take effect unless and until a satisfactory certificate of physical fitness from a registered medical practitioner shall have been furnished by the appointee.

TERMS OF EMPLOYMENT

- 10. In the absence of special written agreement between the employer and the employee, one month's notice of resignation or dismissal shall be given by the employee or the employer, excepting in the case of dishonesty, wilful misconduct, or serious dereliction of duty, when an employee shall be subject to immediate suspension or instant dismissal.

CLOTHES

- 11. (a) Workers shall be supplied with overalls and shall be paid an allowance of 25c per week for laundering same.
- (b) Workers shall be paid an allowance of \$10 per annum for the repair of footwear.

COMPLAINTS

- 12. (a) An employee called upon to answer any charge arising out of a complaint against him shall be entitled to have the assistance of the secretary or other officer of the union appointed in that behalf at any enquiry, and he shall be entitled to call evidence.

- (b) All complaints must be in writing and an officer against whom a complaint is lodged shall be given a copy of such complaint not less than 24 hours before the time set for an enquiry into such complaint.

RIGHT OF ENTRY

13. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises or offices of the employer for the purpose of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the employer's business.

MATTERS NOT PROVIDED FOR

14. Any dispute in connection with any matter not provided for in this agreement shall be settled between the Council and the secretary or president of the union together with a member of the vehicle testing station staff, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who shall either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal within 14 days after such decision shall have been communicated to the party desiring to appeal.

WORKERS TO BE MEMBERS OF UNION

15. (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 sub-clause (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 sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, 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 sub-clause (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 adult workers by this Agreement.

RELATIONSHIP WITH STATE SERVICES

16. As the rates of remuneration determined by this agreement are based on rates applying to the State Services as at this date, these rates of remuneration are to be amended from time to time in the same manner as rates payable in the State Services are amended as a result of orders issued as a result of ruling wage rates surveys undertaken in accordance with the State Services Act, 1962, Section 42, and any general wage increase awarded by the Court of Arbitration will not be deemed to apply to the rate of remuneration specified in this industrial agreement.

TERM OF AGREEMENT

17. This agreement, insofar as it relates to wages shall be deemed to have come into force on the 1st day of July 1969, and insofar as all other conditions are concerned it shall come into force from the commencement of the first pay period after 4th December 1969 and shall continue in force until 30th June 1971.

Signed on behalf of the Dunedin City Council as employer:

D.M. SHIRLEY,
TOWN CLERK.

Signed on behalf of the Dunedin City Council and
Dunedin Drainage and Sewerage Board Inspectors
and Officials Industrial Union of Workers.

W.C. McDONNELL,
SECRETARY.