

WANGANUI CITY COUNCIL MOTOR VEHICLE INSPECTION STATION EMPLOYEES: INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 on the 25th day of November 1970, between the Mayor, Councillors and Citizens of the City of Wanganui, a Corporation constituted under the Municipal Corporations Act 1954, 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, Motor 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.

INTERPRETATION

1. (a) This Agreement shall apply only to the staff employed at the Motor Vehicles Inspection Station for the purpose of examining various types of motor vehicles prior to the issue of either a certificate or warrant of fitness.

(b) "Superintendent": "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 all staff and the general control of the Testing Station."

(c) "Senior Vehicle Inspector": "Shall mean a motor mechanic who has passed the prescribed examination and is the holder of an 'A' Grade Motor Mechanic's Certificate, or of a Motor Mechanic's Trade Certificate (or the national equivalent), whose duties shall include the assistance in supervision of all staff and a general control of the Testing Station under the direction of the Superintendent, and who shall take charge in the absence of the Superintendent."

(d) "Vehicle Inspector": "Shall mean a motor mechanic who is the holder of a Motor Mechanic's Trade Certificate (or national equivalent), or who has served 10 years as an Assistant Vehicle Inspector with the Wanganui City Council to the complete satisfaction of the City Engineer, and whose duties shall include the conduct of detailed inspections of all types of motor vehicles according to the requirements concerning the condition and equipment of such vehicles as prescribed by the Traffic Regulations 1956 and the Transport Act 1962."

(e) "Assistant Vehicle Inspector": "Shall mean a worker who is fully qualified to conduct a detailed inspection 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 1956 and the Transport Act 1962."

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 sub-clause (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 Saturday, 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				Per Week
4. (a)	The minimum rates of wages shall be as follows:—			\$
	Superintendent	.....	.....	72
	Senior Vehicle Inspector	.....	.....	68
	Vehicle Inspector	.....	.....	66
	Assistant Vehicle Inspector	.....	.....	60

(b) Staff Performing Higher-Grade Duties:

Any officer who is instructed to perform the duties of a higher-grade officer under this Agreement shall, if he occupies the higher-grade position for more than three weeks' continuously, be paid from the date upon which he commenced the higher-grade duty, and whilst engaged in performing such higher-grade duty, at a rate not less than the minimum salary for the higher position. This clause shall not apply to an officer relieving another officer on paid sick leave or on annual holiday.

(c) Service Allowance:

All workers covered by this Agreement shall be paid in addition to the usual rates the following allowances:—

	Per Week
	\$ c
Exceeding one year but less than two years	75
Exceeding two years but less than four years	1.75
Exceeding four years but less than ten years	2.00
Exceeding ten years but less than fifteen years	2.40
Exceeding fifteen years	2.95

These allowances shall not count in the calculation of overtime rates.

Continuous time served with Corporation prior to the commencement of this agreement shall count for the purpose of this clause. Usual rates shall mean the rates actually paid to the workers notwithstanding any minimum rates specified in this Agreement.

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 five 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 five years' continuous service shall be entitled to receive an annual holiday of 10 working days on full pay on the completion of each year's service. Holidays to be taken by mutual agreement with departmental head, holiday payment to be computed on the average complete weekly earnings for the preceding year.

SICK LEAVE

6. (a) Subject to the following provisions each employee shall be entitled to 10 working days' sick leave on full pay for each completed year of service within the Corporation.

(b) A medical certificate signed by an approved Medical Officer shall, if required, be produced where sick leave is taken.

(c) The employer shall have the right to deduct the number of days of sick leave already taken by an officer from the total number the officer is entitled to by calculation, in order to determine the number of days due to him in the event of his falling sick.

(d) In any case, either party may refer a claim for sick leave to a Disputes Committee.

(e) The employer may grant leave of absence on full pay where, in its opinion, an employee is incapacitated by injury arising out of and in the course of his employment. Such leave shall be in addition to the sick leave mentioned in sub-clause (a) of this clause.

(f) In the event of an officer being injured in circumstances not arising out of or in the course of his employment, so that he is able to successfully claim loss of earnings from a third party, the employer may require such officer to repay the amount which has been paid to him as sick leave, but in no case exceeding the amount recovered in respect of loss of earnings. Such officer's sick leave credit as computed above shall be restored for the period represented by any such repayment.

(g) The Corporation must be notified of the employee's inability to attend work due to illness by noon of the day of absence.

OVERALLS

7. Overalls embroidered with identification marking shall be provided and laundered in accordance with existing practice. A footwear allowance of \$10.00 per year shall be paid.

TERMINATION OF EMPLOYMENT

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

ACCESS TO WORKSHOPS

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

GENERAL

10. (a) A 10 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) Individual lockers for safe keeping of workers clothes shall be provided, also reasonable washing facilities with hot water, and a sufficient supply of boiling water at meal times (as under the Factories Act).

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

COMPENSATION ADJUSTMENT

11. In case of accident which entitles a worker with not less than one year's service to receive compensation payments as provided for in the Workers' Compensation Act, the Council shall make up the difference between the amount drawn as compensation and the full wages; provided that the total amount made up during any one period of incapacity shall not exceed the value of the accumulated sick pay outstanding to the employee.

UNQUALIFIED PREFERENCE

12. (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 sub-clauses (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.

RELIEVING EMPLOYEES

13. Nothing in this Agreement shall be construed so as to prevent the Council from temporarily employing in the Motor Vehicle Inspection 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 Motor Vehicle Inspection Station employees by the terms of this Agreement.

MATTERS NOT PROVIDED FOR AND APPEALS

14. 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

15. This Agreement shall apply to the parties named herein.

TERM OF AGREEMENT

16. This Agreement insofar as it relates to wages shall be deemed to have come into force on the 17th day of August 1970, and so far as all 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 20th day of October 1971. The wage rates in this Agreement shall be deemed to include the General Wage Order which came into force on the 23rd day of November 1970.

In witness whereof the parties have executed these presents.

The common seal of the Mayor Councillors and Citizens of the City of Wanganui was hereto affixed in the presence of:—

(L.S.)

R. P. ANDREWS, Mayor.
W. E. McCULLOUGH, Town Clerk.

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

(L.S.)

B. J. LANDERS, Secretary.