

NEW PLYMOUTH CITY COUNCIL MOTOR VEHICLE INSPECTION STATION EMPLOYEES—INDUSTRIAL AGREEMENT

This Industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 26th day of April, 1971, between the Mayor, Councillors and Citizens of the City of New Plymouth, a body corporate 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, on 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 motor vehicle inspection station employees employed by the Corporation.

SCHEDULE INTERPRETATION

1. (a) This agreement shall apply only to the staff employed at the Motor 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) "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) "Assistant 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 of a Motor Mechanic's Trade Certificate (or the national equivalent), whose duties shall include the assistance in supervision of all staff and the 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), 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 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 subclause (b) hereof, time worked in excess of or outside 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

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

	Per Week \$
Superintendent	72.00
Senior Vehicle Inspector	68.00
Vehicle Inspector	64.00
Assistant Vehicle Inspector	60.00

The foregoing rates of remuneration shall not be increased by the application of the Court's general order of 3 November, 1970.

(b) After one year's continuous service any employee covered by this Agreement shall be paid 2 cents per hour in excess of the rates set out in subclause (a) of this clause.

(c) Any employee instructed to perform duties of an employee in a higher grade shall be paid the wage of that higher position if the position is occupied for more than one week continuously and he shall be paid from the commencement of such duties at a rate not less than the minimum wage paid for the higher position.

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, 2 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) Except as otherwise provided in clause (c) hereof all employees covered by this Agreement shall after the completion of each year's continuous service be entitled to receive an annual holiday of 10 working days on full pay.

(c) All employees covered by this Agreement shall after six years continuous service be entitled on completion of each of the sixth and subsequent years of such continuous service to an annual holiday of 15 working days on full pay.

(d) Holidays shall be taken at a time to be mutually agreed upon with the Departmental Head.

(e) Holiday payment shall be computed on the average complete weekly earnings of the preceding year but in no case shall the holiday payment be less than the employee's ordinary pay at the time of taking the holiday.

OVERALLS

6. Overalls, embroidered with identification marking shall be provided and laundered in accordance with existing practice. Waterproof footwear, such as galoshes, 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) 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 worker's clothes shall be provided,

also reasonable washing facilities with hot water, and a sufficient supply of boiling water at meal time (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 ADJUSTMENTS AND SICK PAY

10. (a) After 12 months continuous service all employees governed by this Agreement shall be entitled in each subsequent year of service to five days sick leave per annum at ordinary rates of pay. Sick leave may be accumulated but shall not exceed a maximum of fifteen days at any one time.

(b) A claim for sick pay shall be supported by a medical certificate.

(c) The worker shall ensure notice is given to the Corporation on the first day of absence due to illness.

(d) The Corporation shall have the right to require the employee to produce an additional medical certificate at the Corporation's expense from a doctor nominated by the Corporation.

UNQUALIFIED PREFERENCE

11. (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 subclause (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 subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, 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 subclause (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 any 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 purposes 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

12. 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

13. 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 with, 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

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

TERM OF AGREEMENT

15. This agreement insofar as it relates to wages and/or conditions are concerned shall be deemed to have come into force on the Eighteenth day of August, 1970, and this agreement shall continue in force until the Twentieth day of October, 1971.

In witness whereof the parties have executed these presents.

Sealed with the Common Seal of the Mayor Councillors and Citizens of the City of New Plymouth and signed by His Worship the Mayor and Town Clerk on behalf of and by direction of the said Council:—

D. V. Sutherland, Mayor.

W. J. Connor, 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:

B. J. Landers, District Secretary.