

SOCKBURN VEHICLE TESTING STATION EMPLOYEES — INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 4th day of May, 1973, between the Chairman, Councillors and inhabitants of the County of Paparua (acting on behalf of the Councils of Waimairi, Paparua and Riccarton) and hereinafter referred to as "the Committee" and joining in these presents as the 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 203 Lichfield Street, in the City of Christchurch, of the other part, witnesseth that it is hereby mutually agreed and declared between and by the Committee and the industrial union that the terms and conditions hereinafter set forth shall apply to all the Vehicle Testing Station employees employed by the Committee.

INTERPRETATION

1. (a) This industrial agreement shall apply to the staff other than Supervisors, employed by the Vehicle Testing Station for the purpose of examining various types of motor vehicles, prior to the issue of either a certificate or a warrant of fitness.

(b) "Assistant Supervisor" shall be a qualified mechanic who is a holder of an "A" grade or Certified Certificate and who has had three years' service with the Sockburn Testing Station. His duties shall include the supervision of the Testing Station during the absence of the Supervisor, being appointed to that position by the Committee.

(c) "Senior Vehicle Inspector" shall be an Inspector with at least two years' experience as a Vehicle Inspector appointed by the Council to undertake supervisory duties in the absence of the Supervisor and Assistant Supervisor.

(d) "Vehicle Inspector" shall be a qualified mechanic who has served an apprenticeship as a motor mechanic and 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 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 5.00 p.m.

OVERTIME

3. All time worked in excess of 8 hours per day, or on Saturday or Sunday shall count as overtime and shall be paid for as follows:

Monday to Friday — Time and a half for the first 3 hours and double time thereafter.

Saturday — Time and a half for the first 4 hours and double time thereafter.

Sunday — Double time.

WAGES

4. (a) The rates of remuneration for workers covered by this agreement shall be:

	\$	\$	\$
Assistant Supervisor	4666	4864	5064
Senior Vehicle Inspector	4467	4666	4864
A. Grade Vehicle Inspector	4068	4266	4467
	4666	4864	
Certified Vehicle Inspector	3919	4068	4266
	4467	4666	4864

Progression beyond the scale shall be by resolution of the Committee.

(b) 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 four weeks continuously he shall be paid the wage of that higher position if the position is occupied for more than four weeks continuously and he shall be paid from the date of commencing such duties at a rate not less than the minimum wage paid for the higher position.

(c) The rates of remuneration provided for in this agreement shall be adjusted in the like manner as appropriate determinations of the State Services Commission.

MEAL MONEY

5. Meal money at the rate of 90c per meal shall be paid to all workers called upon to work overtime extending 2 hours or more beyond the meal break.

SICK PAY

6. (a) Employees shall be entitled to sick pay in accordance with the following table:

Length of Service	Aggregate Period for which Sick Pay may be granted during the Service
Up to 3 months	7 days
Over 3 months and up to 6 months	14 days
Over 6 months and up to 9 months	31 days
Over 9 months and up to 5 years	46 days
Over 5 years and up to 10 years	92 days
Over 10 years and up to 20 years	183 days
Over 20 years and up to 30 years	275 days
Over 30 years	365 days

(b) Sick leave with pay for any one period of absence from duty allowed under the subclause (a) of this clause is to be reckoned in consecutive days. The aggregate period for which sick leave or pay may be granted may consist of one or more periods but shall be computed in respect of the whole period of an employees service.

(c) Sick pay claims shall be supported by a medical certificate.

HOLIDAYS

7. (a) The following shall be the recognised holidays and no deduction 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, Christmas Day, Boxing Day, Anzac Day, and such additional days as from time to time may be authorised.

(b) For all time worked after noon on Saturday, on Sundays and on recognised holidays as provided herein, or authorised from time to time, double rates shall be paid.

(c) All workers covered by this agreement shall on the completion of each year of the first five years of continuous employment with the Committee be entitled to 10 working days as annual leave and for the sixth and successive years of continuous service, 15 days annual leave, holiday pay to be computed on the average complete weekly earnings for the preceding year. The annual leave shall be taken at a time to be mutually agreed upon between the worker and the Departmental Head.

CLOTHING AND FOOTWEAR

8. Vehicle inspectors shall be paid an allowance of \$30 per annum to cover the cost of purchase of footwear and of purchase and laundry of overalls. This allowance shall be paid at 6 monthly intervals, i.e., \$15.00 at the beginning of each 12-monthly period and \$15.00 at 6 monthly periods thereafter. Provided that in the case of an employee leaving before completing the period of employment to which the allowance relates a proportionate refund shall be due to the committee.

TERMINATION OF EMPLOYMENT

9. One month's notice of termination of employment shall be given on either side.

ACCESS TO WORKSHOPS

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

GENERAL

11. (a) A break of one hour shall be allowed for lunch between the hours of 12 noon and 2 p.m. but this break may be reduced by arrangement between the employer and employees when the exigencies of the service so require.

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) Individual lockers for the 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) 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 Stations in cold weather.

APPOINTMENT OF SUPERVISOR

12. (a) The Supervisor shall be a qualified mechanic or motor engineer (Advanced Trades or Certified Motor Mechanic's Certificate).

(b) Where a vacancy occurs application shall first be invited from members of the Testing Station staff and if in the opinion of the Committee there is a suitable employee he shall be appointed to the position.

UNQUALIFIED PREFERENCE

13. (a) Any adult person engaged or employed in any position or employment subject to this agreement shall, if he is not already a member of the union of workers bound by this agreement, become a financial member of such union within fourteen 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 financial member of the 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 financial member of the union who fails to become a financial 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 financial member of the union in accordance with subclause (b) hereof, commits a breach of this agreement.

(d) The 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 financial member of the union and has failed to do so, or that the worker having become a financial member of the union has failed to remain a financial 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.

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

UNDER-RATE WORKERS

14. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 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.

MATTERS NOT PROVIDED FOR AND APPEALS

15. 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 differences or dispute as to the decision of the Committee 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 committee 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 committee of the union of such disputes.

SCOPE OF AGREEMENT

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

TERM OF AGREEMENT

17. This agreement, shall come into force on the day of the date hereof; and shall continue in force until the 27th day of February 1974.

In witness where of the parties have executed these presents:

The Common Seal of the Chairman, Councillors and inhabitants of the County of Paparua was hereto affixed in the presence of:

H. W. Bennet, Deputy Chairman.

A. Kelly, County 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:

W. Trott, President.

L. Fortune, Secretary.