

TARANAKI COACH AND MOTOR BODY WORKERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 22nd day of March, 1937, between the Taranaki Coach and Motor Body Workers' Industrial Union of Workers, and the employers whose names appear in the schedule attached hereto and marked "B." Witnesseth that the said The Taranaki Coach and Motor Body Workers' Industrial Union of Workers and the said employers agree that the matters set out in the schedule attached hereto and marked "A" shall be the conditions governing the employment of workers in the Coach and Motor Body Industry and the parties hereto respectively agree to observe and perform all the terms, conditions, and provisions contained in the aforesaid schedule marked "A," and that nothing shall be done by either of the said parties respectively in contravention of the said terms, or any of them.

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SCHEDULE "A."

1. This agreement shall apply to all workers on coach and/or motor body work of whatever kind or nature.

*Hours of Work.*

2. The hours of work shall be forty per week, and may be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week from Monday to Friday inclusive, eight hours to constitute a full day's work.

*Wages.*

3. Wages shall be paid on an hourly basis. The following shall be the rates of wages:—

Coachbuilders (woodmen), painters, blacksmiths, vice-men, panel-beaters, machinists, and trimmers, 2s. 7 $\frac{3}{4}$ d. per hour.

Helpers, 2s. 3 $\frac{1}{2}$ d. per hour.

Junior helpers may be employed at a commencing wage of 17s. 6d. per week to be increased by 4s. per week for every half-year of employment of such junior helper: Provided that a worker of twenty-one years or upwards shall receive not less than £3 16s. per week.

Assemblers: (a) The minimum rates for assemblers shall be as follows: First year 2s. 3d. per hour, thereafter 2s. 5 $\frac{1}{2}$ d. per hour.

(b) An "assembler" is a worker engaged exclusively in assembling standardized wood and iron parts or motor-bodies, and shall use the following tools only to the extent required by such work: Hammer, saw, paring-chisel, gimlet, brace and bit, screwdriver, screwdriver-bit, punch, file, cramp, and wrench.

Helpers: The duties of helpers shall not include any of the following work:—

(a) Coachbuilder (woodman): The use of sharp edged power driven tools in shaping or working wood.

(b) Smith Shop: The forging of any kind of iron or metal work.

(c) Panel Shop: The beating, shaping by hand, or hammering out of new or old work.

(d) Paint Shop: No helper in a paint shop shall use a spray gun, line, varnish, put on varnish colour or any colour excepting first coat and filling up.

(e) Trimming Shop: No helper in a trimming shop shall machine, cut out, stuff, or tack in work.

*Improvers.*

4. (a) An apprentice having completed his apprenticeship may be employed as an improver for not more than twelve months at a wage of 2s. 3d. per hour.

(b) The proportion of improvers to journeymen shall not exceed one improver to every two journeymen or fraction of two employed in the branch of the trade in which such improver is employed, except by the employer with whom he has served his apprenticeship.

(c) Employers who substantially perform the work of journeymen and foremen shall be counted as journeymen in determining the proportion of improvers and under-rate workers. Not more than three employers shall count in any one firm.

*Overtime.*

5. All time worked by weekly or hourly workers, outside of or in excess of the hours prescribed in clause 2 hereof, or in cases of shifts outside the usual shift hours, shall be paid for as overtime at the rate of time and a half for the first three hours on any day, thereafter at double time rates: Provided that four hours may be worked on Saturday morning at time and a half rates.

*Piecework.*

6. No piecework may be worked in any branch of the trade.

*Shift Work.*

7. When shifts are worked, eight hours shall constitute a shift and forty hours a week's work. Workers employed on shifts outside of the hours prescribed in clause 2 hereof shall be paid threepence (3d.) per hour over and above the ordinary rate of pay. All time worked in excess of the ordinary shift shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Workers on night shift shall be allowed half an hour crib time on each shift without deduction of pay. This clause shall apply only when full weekly shifts are worked.

*Payment of Wages.*

8. (a) Wages, including overtime, shall be paid in full weekly and within ten minutes of ceasing work.

(b) Employers shall be entitled to make a rateable deduction from the wages of workers for time lost by default or through sickness or from any accident not arising out of and in the course of the employment.

(c) Employers shall also be entitled to make a deduction from the wages of workers for time lost through slackness of work or for any stoppage of work over which the employer has no control.

*Termination of Employment.*

9. One hour's notice on either side shall determine the engagement of hourly workers. Workers paid on a weekly basis must give and be entitled to receive one week's notice of termination of employment.

*No Reduction of Wages or Discharge.*

10. (a) No employee coming within the scope of this agreement shall have his wages reduced.

(b) No employee whose wage would be increased in consequence of this agreement or any other employee shall be discharged in consequence of this agreement in order that his work may be done by a lower-paid employee.

*Tools.*

11. Journeymen are to provide their own kit of tools and are to be allowed reasonable time to keep same in order. The employer is to provide a suitable emery wheel for sharpening edged tools. Woodworkers are to be permitted to sharpen their own saws in working-hours. When power-driven drills are installed the employer is to provide the necessary drills for same above the size of  $\frac{1}{4}$  in. Files and rasps shall be provided for workers in all departments. Paint brushes shall be provided for workers in paint shops. Assemblers are to be supplied with the necessary tools to carry on their work by the employer.

*Meal-money.*

12. Employers shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime, after 6.30 p.m. on any day, provided that they have not been notified of such overtime on the day preceding the working of such overtime.

*Hot Water.*

13. Employers shall provide facilities for boiling water at meal-times.

*Statutory Holidays.*

14. As laid down in the "Factories Amendment Act, 1936": A whole holiday on every Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

*Under-rate Workers.*

15. (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 capabilities, 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 in force until fourteen day's 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.

(f) The proportion of under-rate workers shall be not more than one to every three journeymen.

#### *Right of Entry.*

16. The secretary or accredited representative of the union shall be given right of entry to any factory, or place of business, for the purpose of interviewing union members, but he is expected to announce himself at the office before entering.

#### *Preference.*

17. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position of 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 or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done, and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years and 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.

*Disputes.*

18. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is 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 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 each side 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. Either side shall have the right to appeal to the Court against a decision of any such Committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Scope of Agreement.*

19. This agreement shall operate throughout the Taranaki Industrial District.

*Term of Agreement.*

20. This agreement shall come into force as from the 1st day of April, 1937, and shall continue in force until the 31st day of March, 1938.

SCHEDULE "B."

Farmers' Co-operative Organization Society of New Zealand, Limited. Head Office: Regent Street, Hawera.

Hurrells Limited, High Street, Hawera.

Ibbotson Bros., Garage-proprietors, Devon Street, New Plymouth.

Joseph Jenkinson, Car-painter, Gill Street, New Plymouth.

L. H. Johnson Motors, Ltd., Devon Street E., New Plymouth.

Kleeman and Bishop, Ltd., Broadway, Stratford.

Sidney Lawson, Car-painter, Gill Street, New Plymouth.

Hugh V. Leighton, Coach-builder, Gill Street, New Plymouth.

Spragg and Son, Ltd., 222 High Street, Hawera.

In witness whereof the parties hereto have set their hands or seals the day and the year first above written.

The common seal of The Taranaki Coach and Motor Body Workers' Industrial Union of Workers was hereunto affixed, pursuant to a resolution of the Union in the presence of—

HAROLD BAILEY, President.  
J. S. PATON, Secretary.

Signed by the said Joseph Jenkinson in the presence of J. Simpson, Car-painter, New Plymouth.

J. JENKINSON.

Signed by the said Hugh V. Leighton in the presence of E. Foster, Motor-body Builder, New Plymouth.

H. LEIGHTON.

Signed by the said Sidney Lawson in the presence of E. Asquith, Car-painter, New Plymouth.

S. LAWSON.

Signed by the said Ibbotson Brothers in the presence of H. F. MacLean, Clerk, New Plymouth.

IBBOTSON BROS. per C. IBBOTSON.

The common seal of the Farmers' Co-operative Organization Society of New Zealand, Limited, was hereunto affixed pursuant to a resolution of directors in the presence of—

CHAS. DICKIE, Director.  
W. O. WILLIAMS, Director.  
C. G. TROTTER, Secretary.

The common seal of Hurrels Limited was hereunto affixed pursuant to a resolution of directors in the presence of—

T. J. HURRELL, Director.  
M. E. HURRELL, Secretary.

The common seal of L. H. Johnson Motors, Limited, was hereunto affixed pursuant to a resolution of directors in the presence of—

L. H. JOHNSON, Director.

The common seal of Kleeman and Bishop, Limited, was hereunto affixed pursuant to a resolution of directors in the presence of—

W. BISHOP, Director.

The common seal of Spragg and Son, Limited, was hereunto affixed pursuant to a resolution of directors in the presence of—

W. A. SPRAGG, Director.  
C. V. SPRAGG, Director.