

AUCKLAND TRANSPORT BOARD **COACH AND CAR BUILDERS.**—  
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 27th day of May, 1938, between the Auckland Coach and Car Builders' Union, representing coach and car builders, painters, and helpers employed by the Auckland Transport Board (hereinafter referred to as "the union"), and the body corporate called the Auckland Transport Board (hereinafter referred to as "the Board" or "the employer"), witnesseth that it is hereby mutually agreed and declared between and by the union and employer as follows:—

That, as between the parties hereto, the terms, conditions, and provisions herein contained shall be binding upon the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement.

*Classification of Labour.*

1. Three classes of labour shall be recognized—viz., journeymen, helpers, and apprentices—the terms of employment covering apprentices being governed by the Apprentices Act, 1923.

2. No helpers in the paintshop shall line, varnish, put on varnish, colour, or any colour excepting first coat and filling up. No helper in the woodshop shall use edged tools in shaping or working wood, or sandpapering, or cleaning up new work, nor do any work with any machinery except tailing-out.

*Hours of Work.*

3. Forty hours shall constitute a week's work, and shall be worked between the hours of 7.30 a.m. and 5 p.m. on Mondays to Fridays inclusive (eight hours per day), after which overtime rates shall be paid.

4. In the event of an employee being unavoidably late, he shall be allowed to start at the nearest quarter hour.

*Wages.*

5. The wages of journeymen shall be 2s. 10½d. per hour, and for helpers 2s. 6½d. per hour.

*Overtime.*

6. Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter.

*Holidays.*

7. (a) For work done on Sundays, New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Anniversary Day, Christmas Day, and Boxing Day double time shall be paid.

(b) Subject to paragraph (d) hereunder, workshops employees shall not be required to work on the following days: Anniversary Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, and any other day which may be proclaimed by the Government a public holiday, and such employees shall be paid in respect of such days at ordinary rates of pay: Provided always that this shall not apply when any of such public holidays falls on a non-working day.

(c) All employees included in this agreement shall be entitled to two consecutive weeks' annual leave commencing on the 25th December in each year, and shall be paid in respect of such period for ten ordinary working-days. Employees shall return to work on the fourteenth day after Christmas Day or in the event of that falling on a non-working day, then on the first ordinary working-day after such fourteenth day. Any variation which might occur in the length of the aforesaid period of two weeks shall in no way affect or alter the payment for ten ordinary working-days.

(d) Employees who may be required by the Board through pressing circumstances to work during the aforesaid period of annual leave shall in respect of the ordinary days so worked be given equivalent days off at ordinary rates of pay, and in respect of the days mentioned in paragraph (a) hereof be paid double time.

*Access to Workshops.*

8. The union secretary shall be allowed access to the workshops to interview any worker coming within the scope of this agreement upon matters affecting the union.

*Conditions of Employment.*

9. Any worker covered by this agreement shall become a member of the Auckland Coach and Car Builders' Union, and remain such member so long as he remains in the employ of the Auckland Transport Board.

*General Conditions.*

10. The Board shall provide reasonable facilities, machinery, and any other provisions to effectively carry off vapours, dust, shavings, and other matters that may arise in the course of work, so as to render them harmless and so that the workers shall not suffer any inconvenience therefrom.

*Revision of Wages.*

11. If by the end of the first year of this agreement it is proved, either by the production of a pronouncement of the Arbitration Court or the official records of the Government Statistician, that the then cost of living in Auckland has either increased or decreased by a full 5 per cent. or more as compared with the cost of living at the commencement of the agreement, then either party may require a revision to be made in the rates of wages fixed by this agreement, and any such revised rates shall take effect as from the 1st April, 1939.

And, further, if by the end of the second year of this agreement it is proved, either by the production of a pronouncement of the Arbitration Court or the official records of the Government Statistician, that the then cost of living in Auckland has either increased or decreased by a full 5 per cent. or more as compared with the cost of living at the commencement of this agreement in the event of no such revision as aforesaid having been made in the rate of wages as from 1st April, 1939, or as compared with the cost of living at the date last aforesaid in the event of such revision as aforesaid having been made, then either party may require a revision to be made in the rates of wages as fixed by this agreement (or as revised under the preceding paragraph), and any such revised rates shall take effect as from 1st April, 1940.

And in the event of a failure to agree on any question arising under this clause, then any such difference between the parties shall be referred to the Court of Arbitration for settlement.

*Term of Agreement.*

12. This agreement shall come into force on the 1st day of April, 1938, and shall remain in force up to and including the 31st day of March, 1941.

Signed on behalf of the employer— H. A. ANDERSON.  
F. E. LARK.  
W. T. ANDERTON.  
W. H. NAGLE.

Signed on behalf of the union— F. PALMER.  
N. V. DOUGLAS.