

Please post in a conspicuous place accessible to workers

**BRUGGER INDUSTRIES LIMITED
MOTOR VEHICLE TRIM
MANUFACTURERS - COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 3/3/87

NOTE: See clause 9 herein for the date on which rates of wages come into force.

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Brugger Industries Limited Motor Vehicle Trim Manufacturers dispute of interest; between the Wellington, Taranaki, Nelson and Marlborough Coach and Motor Body Workers Industrial Union of Workers and Brugger Industries Limited and Brugger Automotive (a subsidiary of Brugger Industries Limited)

THE Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 3rd day of March 1987

(L.S.)

D. D. FINNIGAN
JUDGE

Sec 65

Form 5

Reg 9 (4)

UNDER THE INDUSTRIAL RELATIONS ACT 1973.SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION
IN THE MATTER of the Industrial Relations Act 1973.

AND IN THE MATTER of the Brugger Industries Limited Motor Vehicle Trim Manufacturers Collective Agreement (Voluntary)

BETWEEN the Wellington, Taranaki, Nelson and Marlborough Coach and Motor Body Workers Industrial Union of Workers

AND Brugger Industries Limited and Brugger Automotive (a subsidiary of Brugger Industries Limited)

To The Registrar of the Arbitration Court.

WE HEREBY submit to you a signed copy of the terms of voluntary settlement of the above mentioned dispute of interest arrived at by the parties pursuant to Section 65 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a collective agreement.

DATED AT WELLINGTON THIS 23 DAY OF JANUARY 1987

SIGNATURE OF THE PARTIES:

Wellington, Taranaki, Nelson and Marlborough,
Coach and Motor Body Workers Industrial Union of
Workers

Brugger Automotive & Brugger Industries Limited

G. Clarke, Secretary
Graeme Clentworth,
Managing Director

**BRUGGER INDUSTRIES
COACHWORKERS UNION
SHOP AGREEMENT**

1. INDUSTRY TO WHICH AGREEMENT APPLIES

This Agreement shall apply to workers engaged in the manufacture and or repair of motor vehicle trim and shall include sewing machinists, cutters, vehicle seat upholsterers, trim assemblers, and other workers employed in the trim manufacturing industry.

2. SCOPE OF AGREEMENT

This agreement shall operate in the premises of the employer in Wainuiomata and Levin.

3. APPLICATION OF AGREEMENT

This agreement shall apply to Brugger Automotive Ltd., Brugger Industries Ltd., and the Wellington, Taranaki, Nelson and Marlborough Coach and Motor Body Workers Industrial Union of Workers, and shall be binding on the employer, Union and employees covered by Clauses 1 and 2.

4. WAGES

The following shall be the minimum rates of wages applicable to workers in the following classifications:

Tradesperson trimmer, cutter	\$8.046 per hour	\$321.84 per week
Sewing machinist	6.903 per hour	276.12 per week
Trim Assembler.....	6.717 per hour	268.68 per week
Any worker not elsewhere specified.....	6.704 per hour	268.16 per week

A worker over 18 years of age in his or her first six months of employment, unless previously trained.

Youth trainee Any worker employed in the above classifications who is 18 years of age or less may be paid 85% of the appropriate rate for the job for a training period of up to three months. (The hourly rate of the trainee sewing machinist shall be \$5.867 per hour and the trainee assembler will be \$5.709 per hour.)

5. SAVINGS

Nothing in this agreement shall operate so as to reduce the wages and conditions of employment applying to any worker at the date of this agreement coming into force.

6. SICK LEAVE

(a) After three months continuous service with the employer a worker shall be entitled to sick pay of up to seven days calculated at ordinary rates of pay. After the completion of every subsequent year of service the employee shall be entitled to sick pay for up to seven days at ordinary rates of pay for each year of service.

(b) The employee may accumulate unused sick leave to a maximum entitlement of 40 days in any one year by carrying forward from one year to another a maximum of 33 days unused sick leave.

(c) Where a worker is absent on account of sickness for a continuous period exceeding one week and is entitled to sick pay for more than five days, the employer shall pay to the worker sick pay for the first five days and thereafter at the workers request, the maximum allowable as income as provided under the Social Security Act in respect of such period beyond one

week provided that the total payment in respect of absence does not exceed the workers accumulated sick leave entitlement.

(d) Sick pay shall not be paid in respect of any statutory or collective agreement holiday for which the worker is entitled to full pay, nor for any absence reimbursed under the provisions of the Accident Compensation Act 1982.

(e) In order to qualify for sick pay, the worker shall notify the employer of his or her inability to attend work due to sickness by noon on the day of absence.

(f) Subject to the provisions of this sub-clause, an employee may claim up to three days sick leave in any one year unsupported by a medical certificate. The employer may require claims for sick leave to be supported by a medical certificate under the following circumstances:

(i) For any claim in respect of the fourth and subsequent days sick leave in any one year.

(ii) Absence on the days immediately preceding or following a statutory holiday, collective agreement holiday, or annual holiday.

(g) Sick leave for a period of less than one day shall be paid as follows: In the event of a medical or dental appointment, or where the employee is directed to cease work by the employer due to sickness, the minimum period of paid leave shall be two hours.

(Note: The increase in entitlements here in shall apply on an annual basis.)

7. OTHER TERMS AND CONDITIONS

This agreement supersedes Clauses 1, 2, 3, 18, and 58 and Table One Section One of the New Zealand Coach and Motor Body Builders' Employees Award dated 20.10.86. All other clauses in that award shall apply according to their tenor, except Clause 21 "Bereavement Leave" shall include grandparents, and all allowances are increased by 7.5%.

8. UNION MEMBERSHIP

If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 112o of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement is engaged or employed by any employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person's engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment.

(EXPLANATORY NOTE IN RELATION TO EXPIRY OF UNION MEMBERSHIP CLAUSE: This clause will expire on 21 April 1989 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

9. TERM OF AGREEMENT

This agreement shall come into effect on the 1st of December 1986 and shall remain in force until 14 October 1987.

Signed for and on behalf of Brugger Automotive and Brugger Industries Ltd.

G. Clentworth, Managing Director.

Signed for and on behalf of the Coachworkers Union.

G. Clarke, Secretary.

Date: 5 January 1987

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

The Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

(L.S.)

D. D. FINNIGAN,
JUDGE