

**COLONIAL AMMUNITION CO., LTD., EMPLOYEES.—
INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 3rd day of June, 1948, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades' Industrial Union of Workers and the Colonial Ammunition Co., Ltd., Auckland.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 3rd day of June, 1948, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades' Industrial Union of Workers, of the one part, and the Colonial Ammunition Co., Ltd., of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 22nd day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

THE COLONIAL AMMUNITION COMPANY LIMITED, EMPLOYEES.—
INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this 3rd day of June, 1948, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the Colonial Ammunition Company Limited, Mt. Eden, Auckland, C. 3 (hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed, and performed, and shall

not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Persons to whom the Award is applicable

1. All workers employed in or about the company's works, with the exception of workers covered by another award, the management and executive, factory-manager, assistant factory-manager, departmental managers, supervisors and assistant supervisors (non-working), workshop foremen and factory foremen (non-working), gate-keepers, general works officer, chemist and testing staff, shall be employed under this award.

Definitions

2. For the purposes of this agreement the following definitions shall apply:—

The definition of "tool-maker," "fitter," "turner," "welder," "machinist first-class," "machinist second-class," and "process-worker," shall be the same as set out in the New Zealand Metal Trades Employees award.

"Lead-worker" means an adult worker engaged in the making of lead wire, lead pipe, lead strip, lead shot, and lead came.

"Acid cleaning worker" means an adult worker cleaning brass or other metallic articles in diluted acid or other diluted chemical bath.

"Annealing furnaceman" means an adult worker operating an annealing furnace.

"Labourer" means an adult worker carrying or moving work to and from operatives, attending machines fitted with automatic hoppers, and other adult workers in or about the works not otherwise specified including yard labourers.

Hours of Work

3. (a) 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. The time of starting and ceasing work between these hours shall be mutually arranged in each establishment, with a break of not more than one hour for lunch.

(b) No worker shall be required to work more than four and a half hours continuously without an interval of at least three-quarters of an hour for a meal: Provided that this meal-time may be reduced to half an hour by mutual agreement.

Shifts

4. Shifts may be worked as required by the employer. The ordinary hours of work for a shift worker shall not exceed five eight hour shifts in any week, to be worked between the hours of midnight Sunday/Monday, and 7 a.m. Saturday, and shall include half an hour break for a meal during each shift. Overtime shall be paid for at time and a half rates for the first three hours and double time thereafter.

A shift allowance of 3s. per shift extra shall be paid. This allowance shall not be paid to workers regularly employed on day work. Where practicable shifts shall be worked on a regular rotation.

Overtime

5. (a) All work done in excess or outside of the hours mentioned in clause 3 hereof or outside of the ordinary hours of ceasing work shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours in any one day and double time thereafter. Any worker (other than a shift worker) who is called back after 10 p.m. or before 6 a.m. or after 12 noon on Saturday shall be paid double rates.

(b) Any worker having worked for twenty-four hours, inclusive of intervals for meals, shall not be required to continue working without his consent. If he does continue working he shall be paid double rates for all time worked on the second day.

(c) Any worker having worked all day and night and being required to continue working on into the next day shall be paid double rates for all such time worked on the second day.

(d) Any worker having worked all day and having continued to work until midnight shall be given eight hours off or be paid double time for all time worked on the second day.

(e) Where a worker is required to work overtime in the terms of subclause (a) hereof after the ordinary hour of ceasing work for the day, and where such period is broken except for meal intervals, after at least four hours' overtime

has been worked, no worker shall be called to resume work until a period of eight hours has elapsed unless double rates are paid for all time worked following such resumption of work.

(f) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on three miles per hour at ordinary rates of pay.

If a conveyance is provided for the worker by his employer, he shall not be entitled to payment for travelling time.

For the purpose of this agreement "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to or from their work.

Provided that in the case of a worker who normally starts or finishes work when public wheeled traffic is not available, the amount to be paid to the worker to cover travelling time may be agreed upon between the employer and the secretary of the union, but if an agreement is not reached the question shall be decided by a committee consisting of the employer, the secretary of the union, and the Conciliation Commissioner, who shall be chairman, and the decision of such committee shall be final.

(g) No worker shall work overtime on Friday night or on the night of the union's regular monthly meeting except on urgent or breakdown work.

(h) The employer shall either supply a suitable meal or allow meal money at the rate of 2s. 3d. per meal when workers are called upon to work overtime after 6 p.m. on Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday, or after 1 p.m. on Saturday or Sunday unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

(i) Supper and crib time when working overtime shall be paid for.

(j) When working overtime under conditions where a worker cannot obtain a meal, without incurring extra travelling expense, the employer shall reimburse such extra expense.

Wages

		Per Hour.	
		s.	d.
6. (a) The minimum rates of wages shall be:—			
Draughtsman	.. .. .	3	9½
Tool-maker	.. .. .	3	10
Fitter, turner, machinist first-class, welder	.. .. .	3	8
Head man of department where guillotine machines for stamping, pressing, or forming sheet-metal are used	.. .. .	3	8
Machinist second-class	.. .. .	3	5¼
Worker who adjusts presses, trimmers, assembling machines and other automatic or semi-automatic machines (other than those enumerated in the definition of a first-class machinist) used in the manufacture of cartridges, crown seals and similar products	.. .. .	3	5¼
Lead-worker—			
First six months	.. .. .	3	4¼
After six months service with same employer	.. .. .	3	5¼
Acid cleaning worker, annealing furnaceman and process worker—			
First six months	.. .. .	3	3¼
After six months service with same employer	.. .. .	3	4¼
Labourer	.. .. .	3	2

(b) *Female Workers.*—Female workers shall be paid not less than the following rates of wages:—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.
Under 16	29/-	34/-	39/-	45/6	51/6	58/-	67/-
16 to 17	31/6	36/6	42/6	48/6	57/6	66/-	..
17 to 18	36/6	42/6	48/6	55/-	64/6	..	..
18 to 19	40/-	45/6	54/6	63/-	..	..	..
19 to 20	45/6	53/-	61/6	..	..	..	..
20 to 21	52/-	60/6	..	..	..	..	..

And thereafter, or on attaining the age of twenty-one years, not less than £4 5s. per week.

Female workers may be employed on light work in manufacturing such as viewing, examining, operating machines and presses, assembling, sorting, and packing.

Nothing in this clause shall be construed to restrict existing operations performed by female labour.

Wages shall be paid weekly, but subject to the provisions of the Factories Act relating to deductions from wages, only time worked shall be paid for.

(c) *Boys and Youths*.—Boys and youths under twenty-one years of age may be employed on light manufacturing work, or on process work.

The minimum weekly rates of wages payable to such boys and youths shall be in accordance with the following scale:—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16 ..	30/-	37/6	44/6	52/-	59/6	67/-	74/-	81/6	89/-	96/-
16 to 17 ..	35/6	40/6	46/-	53/-	61/-	68/-	75/-	85/6	89/-	96/-
17 to 18 ..	40/6	48/-	55/-	62/6	70/-	80/6	85/6	96/-	..	..
18 to 19 ..	49/-	56/6	64/6	80/6	85/6	96/-	..	..	..	..
19 to 20 ..	64/6	75/-	85/6	96/-	..	..	..	..	..	..
20 to 21 ..	75/-	96/-	..	..	..	..	..	..	..	..

And thereafter, or on attaining the age of twenty-one years, not less than the appropriate adult rate according to the class of work he is called upon to perform.

Wages shall be paid weekly, but, subject to the provisions of the Factories Act relating to deductions from wages, only time worked shall be paid for.

Holidays

7. (a) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

(b) A worker who has been employed in the factory at any time during the fortnight ending on New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, or Anniversary Day shall be paid an ordinary day's pay for such holiday if it is observed on an ordinary working day.

(c) Time worked on Sunday or on any of the holidays mentioned in subclause (a) of this clause shall be paid for at the rate of double time in addition to any payment to which the worker is entitled under the preceding subclause.

(d) When any of the above holidays (except Anzac Day) falls on a Sunday such holiday shall be observed on the first working day thereafter.

(e) Annual holidays shall be allowed in accordance with the Annual Holidays Act.

General Conditions

8. (a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements; also a sufficient supply of boiling water at meal-times and for washing at knocking-off times.

(b) The employer shall provide reasonable facilities for supplying warmth where it is deemed necessary for employees working in the workshops in cold weather.

(c) A modern first-class emergency case, fully equipped, shall be kept in a convenient and accessible place; also provision shall be made for a supply of hot water at short notice.

(d) In the case of workers paid at an hourly rate, the engagement may be terminated by one hour's notice on either side.

In the case of youths and female workers employed on a weekly wage, the engagement may be terminated by one week's notice on either side, but this shall not prevent the employer from summarily dismissing a worker for serious misconduct, or suspending for failing to report for work on any day, and/or reporting for work late without a good cause or the permission of the employer.

(e) A ten minute rest period shall be allowed morning and afternoon.

(f) *Welding Allowance.*—Workers employed on oxy-acetylene, coal-gas, or electric welding, except on spot or butt welding machines, for less than four hours in a day shall be paid 1s. per day extra; for more than four hours in a day 1s. 6d. extra per day.

(g) *Tool Allowance.*—A tradesman patternmaker, millwright, fitter, turner, or first-class machinist required to provide his own tools (except drills, taps, hack-saw blades, and files) shall supply such tools and shall be paid 2s. per week for any week in which he works three full days or more.

The allowance provided for in the preceding subclause shall not be payable if an employer provides all the tools required.

Disputes

9. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded, should a dispute arise on any matter whatsoever a disputes committee shall be set up comprising two representatives of

the employers and workers, who shall decide the matter. Failing a decision in this manner, the Conciliation Commissioner for the district shall be appointed Chairman of the committee, and a majority decision of this committee shall be binding on all parties, except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Workers to be Members of Union

10. (a) Subject to the provisions of section 18 (v) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or 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.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or 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. (NOTE.—Attention is drawn to subsection (iv) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers

11. Court's usual clause.

Application of Agreement

12. This agreement shall apply to the parties named herein only.

Term of Agreement

13. This agreement shall come into force on the 24th May, 1948, and shall continue in force for one year therefrom.

Signed on behalf of the Colonial Ammunition Co., Ltd.—

IAN M. CHAMBERS, General Manager.

Signed on behalf of the N.Z. Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers—

S. GLADING, National President.

J. NEALE, National Secretary.

[L.S.]