

**FALCON PLASTICS, LTD., AUCKLAND, FACTORY 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 20th day of October, 1947, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades Industrial Union of Workers and Falcon Plastics, Ltd., Ellerslie, 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 20th day of October, 1947, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades Industrial Union of Workers, of the one part, and Falcon Plastics, Ltd., Ellerslie, Auckland, 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 July, 1948.

[L.S.]

A. TYNDALL, Judge.

**FALCON PLASTICS LTD., AUCKLAND, FACTORY EMPLOYEES.—  
INDUSTRIAL AGREEMENT**

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 20th day of October, 1947, 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 Falcon Plastics Ltd., Ellerslie, Auckland (hereinafter referred to as "the employer"), 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

### *Application of Agreement*

1. This agreement shall apply to all workers employed by Falcon Plastics Ltd., Ellerslie, Auckland, in the production of plastic materials, and the production of buttons and buckles of any materials whatsoever; but it shall not apply to office staff, or to executives in receipt of more than £550 per annum.

### *Hours of Work*

2. (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, with a break of not more than one hour for lunch.

(b) No worker shall be required to work more than four and a quarter hours continuously without an interval of at least three quarters of an hour for a meal.

### *Shifts*

3. (a) This clause shall have no application to a worker required to work shifts outside of the hours prescribed in clause 2 (a) on less than four consecutive working days.

(b) 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.

(c) The commencing hour for day shifts shall be not earlier than 7 a.m. instead of the commencing hour of 7.30 a.m. mentioned in clause 2 (a), or such other hour as may be agreed upon by the employer and the union secretary.

An afternoon shift means any shift commencing after 12 noon and finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

(d) Shift workers shall receive 3s. per shift in addition to their ordinary wages.

(e) In the case of shift workers, overtime shall only be payable after eight hours' work and shall then be paid for at the rate of time and a half for the first four hours and double time thereafter: Provided that overtime rates shall not be payable where the overtime arises from arrangements made between employees themselves.

(f) Where it is practicable, shifts shall be worked on a regular rotation.

(g) When the night shift starts or finishes work after the cessation of ordinary wheeled traffic the employer shall provide means of conveyance to or from some convenient central point or points as the case may be.

(h) Female workers and youths shall not be employed on shift work.

#### *Overtime*

4. (a) All work done on any day in excess of the hours prescribed in clause 2 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) No junior shall be called upon to work overtime on more than three nights per week, unless by agreement with the union.

#### *Meal Money*

5. The employer shall supply a suitable meal or allow meal-money at the rate of 2s. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturdays, 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.

#### *Holidays*

6. (a) The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

(b) All workers who have been employed in the factory at any time during the fortnight ending on the day on which any of the above-mentioned holidays occur shall be paid therefor.

(c) No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working-day, except for work actually performed on such a day.

(d) Any worker employed on any of the aforesaid holidays or on a Sunday shall be paid double time rates therefor, such wages to be in addition to the ordinary weekly wages.

(e) Where any of the above holidays (except Anzac Day) fall on what is not ordinarily a working day, such holidays shall be observed on the first following working day or days thereafter.

(f) Notice of closing down for Christmas holidays shall be posted up at least one month before the holidays.

#### Annual Holiday

7. Annual holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

#### Wages

8. (a) The minimum rates of wages shall be as follows:—

Toolmakers	..	..	£7 13 4 per week.
Tradesmen	..	..	£7 6 8 per week.
All other adult males	..	..	£6 15 10 per week.
Adult females	..	..	£4 1 6 per week.

Charge hands in charge of three or more other workers shall be paid 7s. 6d. per week extra while so in charge.

The definition of "toolmaker" and of "tradesman" shall be as contained in the N.Z. Metal Trades award.

(b) The minimum weekly rates of wages payable to junior male workers 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.
Under 17 ..	48/-	55/-	62/-	69/-	76/-	83/-	93/-	107/-
17 to 18 ..	57/6	64/6	71/6	81/6	91/-	107/-	..	..
18 to 19 ..	67/-	82/-	97/-	107/-	..	..	..	..
19 to 20 ..	90/-	107/-	..	..	..	..	..	..

And thereafter, or on attaining the age of twenty years, not less than the appropriate adult rate.

(c) The minimum rates of weekly wages payable to junior female workers shall be in accordance with the following scale:—

Age commencing.					First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.
Under 17	..	..	..	..	43/6	48/6	56/-	65/-
17 to 18	..	..	..	..	50/6	59/6	65/-	..
18 to 19	..	..	..	..	57/6	65/-	..	..
19 to 20	..	..	..	..	65/-	..	..	..

And thereafter, or on attaining the age of twenty years, not less than £4 1s. 6d. per week.

#### *Payment of Wages*

9. Wages shall be paid weekly, not later than Thursday, and before knocking-off time.

#### *Deductions from Wages*

10. No deductions shall be made from the weekly wages prescribed in this agreement except for time lost through the worker's sickness, accident, or default.

#### *General Conditions*

11. (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.

(b) An employer shall provide reasonable facilities for supplying warmth for employees in the factory in cold weather.

(c) In all cases where artificial light is required electric light shall be supplied where available.

(d) There shall be suitable emergency exits and suitable emergency fire-fighting appliances easily accessible to the employees.

(e) "Duck-boards" shall be provided for workers where the floor is concrete or where they are required to stand at machines.

(f) Gloves shall be provided by the employer wherever necessary.

(g) Where the worker works with acid, rubber gloves shall be provided.

(h) In cases where the worker is obliged to work in dust or in fumes, goggles and respirators shall be provided.

(i) Female workers shall be supplied with work seats where it is possible for them to use them.

(j) A lunch-room containing tables and seating accommodation shall be provided for female employees.

(k) A rest period of ten minutes shall be allowed all workers during every morning and afternoon without deduction from wages.

(l) Overalls and/or caps shall be provided for all workers where the employer and the union agree that they are necessary.

(m) No youth or junior female shall be permitted to operate a plastic moulding machine or press.

(n) Where women are called upon to operate a plastic moulding machine or press, they shall be paid 10s. per week extra.

#### *Accidents*

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

(b) The St. John Ambulance first-aid compressed kit shall be the first-aid case to be kept as required in subclause (a), and shall be open to inspection once a month by a union official.

#### *Access to Workshops*

13. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or factory and there interview any workers, but not so as to interfere unreasonably with the employer's business.

#### *Workers to be Members of Union*

14. Court's clause.

#### *Under-rate Workers*

15. Court's clause.

#### *Term of Agreement*

16. This agreement shall be deemed to have come into force on the 1st day of October, 1947, and shall continue in force for one year.

Signed on behalf of Falcon Plastics Ltd., Ellerslie,  
Auckland—

[L.S.]

R. FAULCONBRIDGE, Director.

Signed on behalf of the New Zealand Engineering, Coach-  
building, Aircraft and Related Trades Industrial Union of  
Workers—

[L.S.]

S. GLADING, National President.  
J. NEALE, National Secretary.

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