

TASMAN VACCINE LABORATORY LIMITED (TRENTHAM)—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Wellington.]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 27th day of May, 1955, between the Tasman Vaccine Laboratory Limited, Trentham, (hereinafter referred to as "the employer"), on the one part, and the Wellington, Taranaki, Marlborough, Nelson, and Canterbury Grocers' Sundries, Chemical and Related Products Factory Employees' Industrial Union of Workers (hereinafter referred to as "the union"), on the other part, wherein it was mutually agreed by and between the parties as set out below:

1. That the terms and 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 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 but shall in all respects abide by and perform the same.

SCHEDULE

Industry to Which Agreement Applies

1. (a) This agreement shall apply to workers employed in the manufacture, sale and distribution, dehydrating, vacuum processing, canning, packing, bottling, processing (including quick freeze,) labelling, pulping, preparing, or handling of the following goods:

Vaccines, sera, and other biological products, chemicals, drugs, medicines, instruments, or other products of an allied nature, and to other workers (excepting engineers, engine-drivers, and firemen) employed at work ancillary to the industry, including the making, from any class of material, of cartons and containers for use in the factory, but shall not apply to workers who are substantially employed at work coming within the scope of any current industrial agreement made in accordance with the rules of any other industrial union.

Workers employed at work ancillary to the industry shall be paid not less than the rates provided in the appropriate award or industrial agreement while so employed.

(b) Nothing in this agreement shall apply to workers receiving a salary in excess of £770 per annum.

Hours of Work

2. (a) Forty hours shall constitute a week's work and eight hours shall constitute a day's work, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(b) Shifts may be worked to suit the exigencies of the business; but not more than five shifts shall be worked in any week without payment of overtime. A shift shall not exceed eight hours (including half an hour crib-time). Workers employed on shifts any part of which falls outside of the hours between 7 a.m. and 5 p.m. shall be paid 3s. 6d. per shift extra.

Overtime

3. (a) All time worked excess of the hours prescribed in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that four hours may be

worked up to twelve noon on Saturdays at time and a half rate. For the purpose of computing overtime, work done up to and including half an hour shall be deemed half an hour and work done for any period exceeding half an hour and up to one hour shall count as one hour.

(b) The minimum rate of payment per hour shall not be less than 2s. 3½d.

(c) Any worker called to work back on any Saturday, Sunday, or holiday specified in clause 8 (a) hereof shall receive a minimum payment of 12s. 6d.

Wages

	Per Week	
	£	s. d.
4. The following shall be the minimum rates of wages:		
(a) Adult male workers	8	16 9
Provided that after six months' continuous service with the same employer the rate shall be £8 19s. 7d. per week and after 12 months' continuous service, £9 1s. 8d.		
(b) Junior male workers—		
1st six months	4	5 6
2nd six months	4	15 0
3rd six months	5	10 6
4th six months	6	11 6
(c) Adult females: Provided that after twelve months' continuous service with the same employer the rate shall be £6 1s. 10d. per week.		
(d) Junior females—		
1st six months	3	10 0
2nd six months	4	0 0
3rd six months	4	10 0
4th six months	5	0 0
5th six months	5	15 0
Thereafter, or on attaining the age of twenty-one years, not less than £5 19s. per week.		
(e) The general order of the Court of Arbitration dated 28th October, 1954, shall apply to this agreement according to its tenor.		
(f) Workers who by agreement are employed weekly for a lesser number of hours than those specified in clause 2 hereof shall be paid on a <i>pro rata</i> basis, calculated on a forty-hour week.		
(g) A leading hand is a worker employed regularly in charge of three or more other workers. If in charge of five or more workers he shall be paid 13s. 6d. per week extra. If in charge of three or four workers he shall be paid 11s. per week extra.		
(h) Labour shall be mobile and perform service in any part of the factory or in connection with the factory as required.		

Termination of Employment

5. Except for casual workers, not less than forty-eight hours' notice shall be given by either party of the termination of the engagement; but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

Dangerous Work

6. (a) Where gloves and aprons are essential, these shall be supplied by the employer.

(b) Where respirators are necessary and essential, workers while engaged in this type of work, shall be paid 7d. per hour extra.

Payment of Wages

7. Wages shall be paid fortnightly and in cash on any day not later than Thursday and in the employer's time. Workers shall be paid immediately upon discharge.

Holidays

8. (a) The following shall be recognized as holidays: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

(b) Payment for the said holidays shall be made at the same rate as for an ordinary working-day when any of the said holidays fall upon an ordinary working-day—i.e., Monday to Friday, both days inclusive.

(c) Should any of the above holidays, except Anzac Day, fall on a Saturday, or a Sunday, then for the purpose of this agreement it shall be observed on the following Monday or Tuesday.

(d) Any work done on Sunday or any of the abovementioned holiday or holidays observed in lieu thereof, shall be paid for at double time rates. The said payment shall be in addition to the ordinary weekly wage.

(e) Should any of the above holidays not be generally observed in any locality, another day must be observed in lieu thereof.

(f) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944: Provided that in the tenth and subsequent years of continuous service with Tasman Vaccine Laboratory Ltd., an additional week's holiday shall be allowed.

General

9. (a) When workers are required to work overtime on any day, the employer shall provide a meal or pay each of such workers 3s. 6d. to enable him or her to obtain a meal, unless such workers has been notified before noon on the day on which overtime is to be worked that he or she shall be required to work overtime. Provided that when such notice has been given and the workers' services are not required he or she shall receive the meal allowance and a minimum of two hours' pay at the appropriate rate.

(b) Boiling water shall be supplied for meals.

(c) Workers employed in damp or wet places shall be supplied with gum boots, and rubber aprons or overalls. Where necessary overalls and gloves shall be supplied.

(d) Female workers shall not handle more than 28 lb. single-handed.

(e) Boys under sixteen years of age shall not handle more than 56 lb. single-handed.

(f) This agreement shall not operate so as to reduce the wages of any worker during his or her present employment.

(g) Ten minutes' interval shall be allowed morning and afternoon.

Meal Hours

10. Unless mutually agreed to by the employer and the union representative, not less than three-quarters of an hour shall be allowed for meals and all work done within the recognized meal-break shall be paid for at half time rate extra.

Accommodation

11. The employer shall supply suitable dining and lavatory accommodation together with facilities for changing clothes, also hot water for washing as prescribed by the Factories Act, 1946, and its amendments.

12. Each worker on leaving or being discharged from his or her employment shall, on request, within twenty-four hours thereafter, receive a certificate in writing stating the positions held and length of service. Original references shall be the property of the worker and shall be returned within forty-eight hours after engagement.

First-aid Kit

13. First-aid kits shall be provided in all factories and shall be in charge of a responsible person.

Disputes

14. The essence of this agreement being that the work of the employers 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 specifically dealt with in this agreement, every such dispute or difference as the same 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.

Workers to be Members of Union

15. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act, 1954. 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement and shall be liable accordingly.

(d) Union subscriptions may be deducted by the employer by arrangement between the secretary of the union and employer and paid to the secretary of the union.

(NOTE.—Attention is drawn to subsection (3) of section 174 of the Industrial Conciliation and Arbitration Act, 1954, which gives to workers the right to join the union.)

Under-rate Workers

16. (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 capability, 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 days' 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.

Application of Agreement

17. This agreement shall apply to the parties named herein.

Scope of Agreement

18. This agreement shall apply to the processing plant of the Tasman Vaccine Laboratory Ltd., at Trentham.

Term of Agreement

19. This agreement insofar as wages and special payments are concerned, shall be deemed to have come into force on the 13th day of May, 1955, and insofar as all other matters are concerned it shall come into force on the day of the date hereof, and shall continue in force until the 6th day of May, 1956.

In witness whereof the parties hereto have executed these presents this 1st day of June, 1955.

For and on behalf of the Wellington, Taranaki, Marlborough, Nelson, and Canterbury Grocers' Sundries, Chemical and Related Products Factory Employees' Industrial Union of Workers—

[L.S.]

J. R. SCOTT, Secretary.

Witness to above signature—J. Petherick.

For and on behalf of Tasman Vaccine Laboratory Ltd.—

M. KELTON, Manager.

Witness to above signature—J. Arthur.