

**TASMAN VACCINE LABORATORY LTD. (TRENTHAM)—INDUSTRIAL
AGREEMENT**

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 13th day of September 1965, between the Tasman Vaccine Laboratory Ltd., Trentham (hereinafter referred to as "the employer"), on the one part, and the New Zealand (except Northern, Westland, and Otago and Southland Industrial Districts) Food Processing, 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, dehydrating, vacuum processing, canning, packing, bottling, processing (including quick freeze), labelling, pulping, 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) Any worker whose remuneration exceeds £1,250 per annum, excluding overtime, bonus or special payments, shall be exempted from the provisions of this agreement.

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 the hours between 7 a.m. and 5 p.m. shall be paid 6s. 9d. per shift extra.

Overtime

3. (a) All time worked in 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. 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) Any worker called to work back on any Saturday, Sunday, or holiday specified in clause 8 (a) hereof shall receive a minimum payment of two hours pay at the appropriate overtime rate.

Wages

4. The following shall be the minimum rates of wages:

(a) *Adult male workers (20 years of age or over)*—

| | Per Week | | | Per Week Service | | | | | |
|--|----------|----|----|------------------|----|----|-----------|----|----|
| | Start | | | 6 months | | | 12 months | | |
| | £ | s. | d. | £ | s. | d. | £ | s. | d. |
| General laboratory workers | 16 | 0 | 0 | 16 | 15 | 0 | 17 | 10 | 0 |
| Senior laboratory assistants | 17 | 10 | 0 | 18 | 0 | 0 | 18 | 10 | 0 |
| Process foreman | | | | | | | | | |
| Laboratory technicians (in charge of five or more workers) | 19 | 10 | 0 | 20 | 10 | 0 | 21 | 10 | 0 |

(b) *Junior male workers*—

| Age | £ | s. | d. |
|----------|------------|----|----|
| 15 | 8 | 0 | 0 |
| 16 | 9 | 10 | 0 |
| 17 | 11 | 0 | 0 |
| 18 | 12 | 10 | 0 |
| 19 | 14 | 0 | 0 |
| 20 | Adult rate | | |

(c) *Adult female workers (20 years of age or over)*—

| | Start | | | After 12 months | | |
|------------------------------|-------|----|----|-----------------|----|----|
| | £ | s. | d. | £ | s. | d. |
| General laboratory workers | 10 | 10 | 0 | 11 | 0 | 0 |
| Senior laboratory assistants | 12 | 10 | 0 | 13 | 0 | 0 |
| Laboratory technicians | 15 | 0 | 0 | 16 | 0 | 0 |

(d) *Junior female workers*—

| Age | £ | s. | d. |
|-----|------------|----|----|
| 15 | 7 | 0 | 0 |
| 16 | 7 | 10 | 0 |
| 17 | 8 | 0 | 0 |
| 18 | 9 | 0 | 0 |
| 19 | 10 | 0 | 0 |
| 20 | Adult rate | | |

(e) Labour shall be mobile and perform service in any part of the factory or in connection with the factory as required.

(f) Part-time workers may be employed subject to the following conditions:

(i) The employer obtains a permit from the union, and further, no additional time may be worked under this clause unless provision is made therefor in the permit. If an employer fails to obtain a permit from the union, or if the time specified in the permit is extended, the worker or workers concerned shall be paid in accordance with the provisions of clause 4 (a), (b), (c), or (d) hereof. Employers may engage such part-time workers only in terms of the written permit issued by the secretary of the union and shall, in the first instance, make written application to the union and supply the following information:

The number and names of the full-time workers already employed;

The number and names of the part-time workers whom the employer desires to employ;

The days of the week on which they are to be employed;

The starting and finishing times of each day's employment.

(ii) Part-time workers employed in accordance with the provisions of subclause (f) (i) hereof shall be paid not less than the appropriate *pro rata* rate specified in subclause 4 (a), (b), (c), or (d).

(iii) The proportion of part-time workers to full-time workers shall not exceed one to five.

Termination of Employment

5. (a) Except for casual workers, not less than 48 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.

(b) A casual worker is a worker who has been employed for less than one week.

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 on this type of work, shall be paid 9d. 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 recognised as holidays: New Year's Day, 2 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 above-mentioned 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 wages.

(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 upon completion of the fifth and subsequent years of continuous service with the Tasman Vaccine Laboratory Ltd., or under this agreement, an additional week's holiday shall be allowed.

General

9. (a) When a worker is required to work overtime after 6 p.m. on any day, the employer shall either provide the worker with a meal or pay the worker 6s. 6d. meal money, unless the worker can reasonably get home for a meal and return to work within the meal interval allowed. If any worker has had notice to work overtime on the following day and such notice is cancelled on that day the worker shall nevertheless be paid meal money.

(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 16 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 recognised 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.

Certificate of Service

12. Each worker on leaving or being discharged from his or her employment shall, on request, within 24 hours thereafter, receive a certificate in writing stating the positions held and the length of service. Original references shall be the property of the worker and shall be returned within 48 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 the decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

15. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within seven days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position of employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

(f) 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 section 174H 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 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, in 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 14 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.

Terms of Agreement

19. This agreement insofar as wages and special payments are concerned, shall be deemed to have come into force on 23 September 1965 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 23 September 1966.

In witness whereof the parties hereto have executed these presents this 13 September 1965.

For and on behalf of the New Zealand (except Northern, Westland, and Otago and Southland Industrial Districts) Food Processing, Chemical and Related Products Factory Employees' Industrial Union of Workers:

D. G. NOLAN, General Secretary.

Witness to above signature—T. C. Gallagher.

For and on behalf of Tasman Vaccine Laboratory Ltd.:

C. JACKSON, Company Secretary.

W. A. NICHOLS, Company Director.