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**Associated Meat Buyers Ltd., Boning
and Packaging Department—Collective
Agreement (Voluntary)**

Dated 19/12/74

NOTE: See clause 16 herein for the date on which rates of wages come into force

UNDER THE INDUSTRIAL RELATIONS ACT 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Associated Meat Buyers Limited, Boning and Packaging Department dispute of interest, between New Zealand Meat Processors, Packers, Preservers, Freezing Works, and Related Trades Industrial Union of Workers, and Associated Meat Buyers Limited.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission 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 schedule 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 Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 19th day of December 1974.

(L.S.)

G. O. Whatnall, President.

Form 5

Sections 65 and 66

Regulation 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 Associated Meat Buyers Limited, Boning and Packaging Department, Sockburn, Christchurch, dispute of interest between the New Zealand Meat Processors, Packers, Preservers, Freezing Works, and Related Trades Industrial Union of Workers and the Associated Meat Buyers Limited, Haytons Road, Sockburn, Christchurch, 4.

To the Registrar of the Industrial Commission:

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 Industrial Commission as a collective agreement.

Dated at Christchurch this 27th day of August 1974.

Signatures of Parties:

W. R. Cameron.
F. E. McNulty.
K R Churchward.

TERMS OF VOLUNTARY SETTLEMENT

ASSOCIATED MEAT BUYERS LIMITED BONING AND PACKAGING DEPARTMENT – VOLUNTARY AGREEMENT

This Voluntary Agreement made in pursuance of the Industrial Relations Act 1973, this 21st day of August 1974, between Associated Meat Buyers Limited (hereinafter called 'the Employer') and the New Zealand Meat Processors, Packers, Preservers, Freezing Works and Related Trades Industrial Union of Workers (hereinafter called 'the Union').

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to workers engaged in the normal and usual work carried out at the Christchurch Abattoir (Sockburn) in the Boning and Packaging Department. (Packaging Department means: packaging of boned meats and smallgoods which includes offal and all other classes of meat required for the Retail meat trade.)

HOURS OF WORK

2. The ordinary hours of work shall be 40 hours per week, eight hours (including smokos) to be worked on each of the five days of the week, Monday to Friday inclusive, between 8 a.m. and 5 p.m.

MEALS

3. (a) One hour shall be allowed for all meals unless otherwise mutually agreed upon. When workers are employed before 5.00 a.m. they shall be allowed a breakfast hour, as far as practicable between 7.00 a.m. and 8.00 a.m.

(b) When workers are required to work overtime and have not been notified on or before the night previously, a suitable hot meal shall be provided by the employer or the employer shall pay each worker the sum of \$1.20.

OVERTIME

4. (a) All time worked in excess of the hours mentioned in Clause 2 in any one day shall be paid at the rate of time and a half for the first three hours and double time thereafter.

(b) Work done on Saturdays shall be paid for at time or rate and a half for the first three hours and double time thereafter. Work done on Saturday after mid-day shall be paid for at double time. All work done on Sundays shall be paid for at double rates.

(c) When a worker has been notified on the previous day of intention to work overtime after the ordinary ceasing time as specified in Clause 2 above, such worker shall receive a minimum of 1 hour's pay at overtime rates.

(d) All time worked on holidays, mentioned in subclause (a) of this Clause shall be paid for at double rates in addition to the ordinary rates.

(e) Subclause (c) of this Clause shall be subject to the conditions of the Factories Act 1946.

'SMOKO'

5. Provided that two hours work have been performed since commencing work or since a meal interval, as the case may be, an interval of fifteen minutes for all workers shall be allowed for 'smoko' each morning and afternoon, at intervals of

two hours. When work is continued for more than half-an-hour after the ordinary time of ceasing work, the 'smoko' shall be allowed on the expiration of two hours from the last 'smoko' in ordinary time. No 'smoko' is allowable upon cessation of work either in ordinary time or overtime.

WAGES

6. (a) Workers employed boning beef and/or mutton, trimming including offal, packaging, weighing, marking, splitting sheep heads, removing brains, stowing in chillers, allocation and sorting of sheep, loading out into A.M.B. small van, compiling orders and recording.

	Weekly Basic Rate	Overtime Basic Rate Per hour
	\$ c	\$ c
Leading Hand	92.40	2.31
	95.60	2.39

(b) No deduction in respect of time lost by a worker shall be made from the amount payable to him under subclause (a) of this section, except for time lost by reason of the default of the worker, or by reason of his illness, or of any accident suffered by him.

WAITING TIME

7. When workers are required to wait for work at any time after the arranged time of starting, they shall be paid at the appropriate rate for all time so waited.

HOLIDAYS

8. (a) All workers shall receive the following holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Show Day, New Zealand Day and one other day to be mutually agreed upon.

(b) When a holiday other than Anzac Day falls on a Saturday or on a Sunday, such holiday shall be observed on the following Monday. When Christmas Day falls on a Sunday, Boxing Day shall be observed on the Tuesday following.

(c) Except as otherwise provided herein, all holidays mentioned in subclause (a) of this Clause shall be paid for as an ordinary working day of eight hours.

(d) All time worked on holidays, mentioned in subclause (a) of this Clause shall be paid for at double rates in addition to the ordinary rate.

(e) Subclause (c) of this Clause shall be subject to the conditions of the Factories Act 1946.

ANNUAL HOLIDAYS

9. (a) Every worker shall be entitled to an Annual Holiday of 3 weeks paid on the basis of the worker's average weekly earnings.

(b) The employers shall give at least one month's notice of the commencing date of Annual Holidays.

SICK LEAVE

10. (a) After 12 months continuous service with the same employer a full-time worker shall be entitled in each subsequent year of service to sick pay for up to five days calculated at the rate of each particular workers' weekly minimum pay as set out in Clause 4 (a) and 6 of this Agreement.

(b) Sick pay shall not be paid in respect of any statutory or agreement holiday for which the worker is entitled to full pay.

(c) Sick pay for a day shall be calculated on the basis of an 8 hour day at the rates set out in Clause 4 (a) and 6 of this Agreement.

- (d) Absence of one day only shall not be paid.
- (e) A claim for sick pay shall be supported by a medical certificate.
- (f) The worker shall ensure notice is given to the employer no later than 4 hours after the worker's normal starting time on the first day of absence due to illness.
- (g) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.
- (h) This clause shall not apply to absences covered by the Workers Compensation Act.
- (i) Sick pay shall be accumulative up to a maximum of 10 days by carrying forward from one year to another, any unused sick pay.

GENERAL CONDITIONS

- 11. (a) Wages shall be paid weekly in cash not later than Tuesday in each week. Two days lie-time shall be allowed. Any error or omission in the pay sheet shall be adjusted within 48 hours.
- (b) All workers shall be supplied in writing with details of the manner in which their wages have been calculated. Such details shall comprise hours of work at ordinary time, hours worked at time and a half, hours worked at double time, any special payments, if any. Also gross earnings, tax and other deductions, and nett earnings.
- (c) One weeks notice of the termination of employment shall be given by the employer or the worker as the case may be.
- (d) When workers are required to load beef quarters or pork carcasses on to the delivery van for delivery to retail shops it is agreed that assistance shall be given when loading and unloading at point of delivery.
- (e) A St. John Ambulance or similar first aid outfit shall be provided as near the boning room as possible.
- (f) (i) All workers shall be supplied with materials necessary to carry on the work, such as overalls, aprons, jerseys, gloves, leggings, knives, steels, stones, pouches, boots, towels and soap.
- (ii) All material when worn out as a result of fair wear and tear shall be replaced by the employer.
- (iii) All wearing apparel provided under this clause shall be laundered at least once a week by the employer.
- (g) The Union representative shall be allowed to visit the works to deal with any matter arising out of this Agreement, but not so as to interfere unreasonably with the employer's business. Upon entering any factory covered by this Agreement the Union representative shall first make his presence known to the Manager or his nominee before going about his Union business.
- (h) Where meat is required to be bagged it shall be bagged in the Boning Room as far as practicable.
- (i) A continuous supply of hot and cold water for washing down shall be available at all times as far as practicable.
- (j) Suitable heated dining and dressing accommodation with lockers and facilities for washing (including showers) and provision for drying clothes shall be provided.

UNQUALIFIED PREFERENCE

- 12. (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 or 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 subclause (a) and (b) apply, after having been notified by an 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 purpose 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.

(NOTE – Attention is drawn to Section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the Union.)

DISPUTES

13. 1. The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on –

- (a) The interpretation of this instrument; or
- (b) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

2. Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

3. The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be –

- (a) Mutually agreed upon by the parties; or
- (b) If there is no such agreement, either a conciliator or a person appointed by him.

4. A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either –

- (a) Make a decision, which shall then be the decision of the committee; or
- (b) Refer the dispute forthwith to the Industrial Court for settlement.

5. Subject to the right of appeal conferred by subclause (6) of this clause, the decision of the committee shall be binding on the parties to the dispute.

6. Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall –

- (a) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and
- (b) Within 7 days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
- (c) Specify in each such notice the decision or the part of the decision to which the appeal relates.

7. The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that –

- (a) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
- (b) While the provisions of this clause are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

SETTLEMENT OF PERSONAL GRIEVANCES

14. 1. For the purposes of this section, the expression "personal grievance" means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

2. Every award or collective agreement shall contain provision for the setting up of effective machinery to deal with personal grievances.

3. The provision required by this section shall be the standard procedure set out in subsection (4) of this section, and shall be deemed to be included in every award and collective agreement unless in the award or agreement the parties have agreed upon, and the Commission has approved, some other written procedure for the settlement of personal grievances.

4. The standard procedure for the settlement of any personal grievance shall include the following:

- (a) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure:
- (b) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin:
- (c) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative:
- (d) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced in writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case:
- (e) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding 3) nominated respectively by the union and the employer, with or without a chairman as the parties may decide:
- (f) The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation:
- (g) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court:
- (h) The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both:
- (i) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties:

(j) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.

5. For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen —

(a) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute:

(b) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

6. Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.

7. In the case of an alleged unjustifiable dismissal, any final settlement, decision, or award made under this section may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

(a) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him:

(b) His reinstatement in his former position or in a position not less advantageous to him:

(c) The payment to him of compensation by his employer.

SCOPE OF AGREEMENT

15. This Agreement shall apply to the Christchurch Abattoir Sockburn and shall bind the parties named herein.

TERM OF AGREEMENT

16. This Agreement shall come into force on the 1st day of July 1974 and continue in force until the 30th day of June 1975.

Signed on behalf of the Associated Meat Buyers Limited:

K. R. Churchward, Managing Director.

Signed on behalf of the New Zealand Meat Processors, Packers, Preservers Freezing Works and Related Trades Industrial Union of Workers:

W. R. Cameron, Authorised Agent.

Seal placed by my hand this day the 27th day of August 1974.

F. E. McNulty, General Secretary.

MEMORANDUM

Associated with the submission of this voluntary settlement was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. This application is sustained and the document registered accordingly.

G. O. Whatnall, President.