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**Defiance Processors Meat Export
Packing House Employees—
Collective Agreement (Voluntary)**

15/11/74

Note: See clause 25 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 Defiance Processors Meat Export Packing House Employees dispute of interest between New Zealand Meat Processors, Packers, Preservers, Freezing Works and Related Trades Employees Industrial Union of Workers, and Defiance Processors.

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 15th day of November 1974.

(L.S.)

G. O. Whatnall, President.

Form

Sections 65 and 66

Regulation 9 (4)

**UNDER THE INDUSTRIAL RELATIONS ACT 1973
SUBMISSIONS OF VOLUNTARY SETTLEMENT FOR REGISTRATION**

In the matter of the Industrial Relations Act 1973; and in the matter of Defiance Processors Meat Export Packing House Employees Dispute of Interest 1974 between New Zealand Meat Processors, Packers, Preservers, Freezing Works and Related Trades Employees Industrial Union of Workers, and Defiance Processors, a division of Primary Producers Co-operative Society Ltd.

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 Dunedin this 30th day of August 1974.

For and on behalf of the Employer:

D. G. Legg.

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

A. J. Kennedy.

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Collective Agreement will apply to workers employed in the meat export packing house operated by Defiance Processors, a division of Primary Producers Co-operative Society Ltd, nothing in this agreement will apply to the Manager, Managers' Assistants, Foremen, Clerical or Maintenance Staff.

HOURS OF WORK

2. (a) The ordinary daily hours in all departments may be worked either between 7.30 a.m. and 4.30 p.m. or 8 a.m. and 5p.m. on five days of the week Monday to Friday both days inclusive as suits local conditions by agreement between the employer and the Union concerned: Provided however that these hours may be varied by agreement in writing between the employer and the Union concerned but not so as to provide an earlier ordinary starting time than 7.30 a.m. nor a later finishing time than 5 p.m.

(b) The daily working hours under this agreement shall be worked continuously without any breaks other than those prescribed herein for meals and refreshments.

(c) Not more than 1 hour but not less than half-an-hour shall be allowed each day for the mid-day meal, and 10 minutes to count as time worked shall be allowed each morning and afternoon for refreshments, and facilities for heating water shall be provided.

(d) For the purpose of calculating the hours of work, each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such day.

SHIFT WORK

3. (a) Shifts may be worked as required by the employer. The ordinary hours of work of a shift worker shall not exceed five consecutive shifts of up to eight hours per shift to be worked between the hours of midnight Sunday-Monday and 8 a.m. Saturday.

(b) Workers employed on shifts shall be paid pro rata of the appropriate weekly rate for the actual hours worked and in addition shall be paid a shift allowance of 13.1 cents per hour for each hour worked on shifts outside the hours as laid down in clause 2 (a) of this agreement.

(c) A worker required to work less than three consecutive shifts shall not be deemed to be a shift worker but shall be paid for such work at overtime rates.

WAGES

4. (a) Adult workers shall be paid the rates of wages specified in the following scale:

	Per Week
	\$
Sawmen	103.30
Boners	92.00
Trimmers	92.00
Labourers	80.95
All other workers	67.84
(b) Juniors	
Under 18 years of age	38.53
18 to 19 years of age	44.97
19 to 20 years of age	51.37

Thereafter in accordance with subclause (a) of this clause.

PART TIME WORKERS

5. (a) Where the employer does not regularly require the services of a worker for the full period of 40 hours per week, other than on a shift week, he shall pay such workers *pro rata* the appropriate rate of wages plus 10 per cent.

(b) Where a worker is unable to accept full time employment the employer shall pay *pro rata* the appropriate rates of wages.

(c) This provision shall not be used for the purpose of reducing the hours of work or the earnings of any worker.

OVERTIME

6. (a) All time worked after the ordinary time for ceasing work on any one day shall be paid for at time and a half rates for the first three hours and double time rates thereafter.

(b) All time worked before the ordinary starting time in the morning shall be paid for at double time rates.

(c) For the purpose of calculating overtime, any overtime under half an hour shall count as half an hour, and if over half an hour but under one hour, as one hour worked.

(d) Overtime shall be calculated on a daily basis.

(e) When workers are required to work on a Saturday, such workers shall be paid a minimum of 3 hours at the appropriate overtime rate.

NOTICE OF OVERTIME AND TEA MONEY

7. Notice shall be given prior to noon on the same day to any worker required to work overtime, and such worker shall be paid 95 cents tea money where such overtime extends beyond half an hour.

WEEKLY EMPLOYMENT

8. (a) The employment shall be deemed to be a weekly employment and no deduction from weekly wages shall be made except for time lost through the default, illness, other than as provided for in Clause 13 hereof, or accident of the worker.

(b) Except in the case of casuals, not less than one week's notice shall be given by either party of the termination of the employment. The period of notice in either case shall be exclusive of the whole or any part of the annual holiday required to be given in pursuance of this agreement. Where the weekly employment is terminated without the requisite notice one week's wages shall be paid or forfeited as the case may require. Nothing in this clause shall prevent the summary termination of employment for misconduct.

PAYMENT OF WAGES

9. (a) All wages and overtime shall be paid weekly in cash, by cheque or bank transfer during working hours not later than Thursday in each week. Should a holiday fall on any regular pay day, wages shall be paid for that week on the working day preceeding the holiday.

(b) At the time of payment workers shall be supplied with a statement setting out the particulars relating to the weekly wage, overtime and any deductions made therefrom.

HOLIDAYS

10. (a) The following shall be allowed as holidays and shall be paid for as provided in subclause (b) of this clause: New Year's Day and the day following, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Anniversary Day or Show Day, or one other day in lieu thereof to be agreed upon between the employer and workers' union.

If any day shall be generally observed as a holiday in lieu of any of the foregoing holidays, such day shall for the purposes of this agreement be observed in lieu of the specified holiday.

(b) (i) Where any worker has been employed at any time during the fortnight ending on the day on which any of the whole holidays referred to above occurs, each employer who employs him during that fortnight shall, subject to paragraph (ii) of this subclause, pay him for the holiday, on or before the next regular pay day after the holiday, an amount equal to one-tenth of his wages for an ordinary working day multiplied by the number of ordinary working days on which he is employed during the fortnight by that employer.

(ii) Where on any ordinary working day during the fortnight ending as aforesaid any such person has not otherwise been employed in any employment in which he is entitled to payment for the holiday, the employer who last employed him during that fortnight shall be liable to pay him in respect of each day on which he was not otherwise employed as aforesaid an amount equal to one-tenth of his wages for an ordinary working day.

(iii) A certificate in writing by any person that he has not for any period during the fortnight ending as aforesaid been employed on an ordinary working day in any employment for which he is entitled to payment for any whole holiday referred to above shall be *prima facie* evidence of that fact.

(iv) The foregoing shall not apply to temporary workers engaged after 1 December in any year and whose employment terminates on or before 24 December.

(c) Should any of the abovementioned holidays, other than New Zealand Day or Anzac Day fall on a Saturday or Sunday, then for the purposes of this agreement such holiday shall be observed on the following Monday. Should any of the said Mondays be a holiday under this agreement, such holiday shall be observed on the following Tuesday.

(d) Except where otherwise provided all work done on Saturdays, Sundays or any of the abovementioned holidays or on the day observed in lieu thereof shall be paid for at double time rates. The said payment shall be in addition to ordinary weekly wages.

ANNUAL HOLIDAYS

11. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of three weeks paid on the basis of the workers average weekly taxable earnings, provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent, and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a workers average weekly taxable earnings for the year, the employer may fix a close-off date other than the anniversary date of the workers' commencement of employment.

(b) The third week's holiday may be taken in conjunction with, or separately from the first two weeks' holiday as may be mutually agreed between the employer and the worker.

(c) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(d) Where a holiday is taken in more than one period, the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause, it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (e) of this clause subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(e) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for that period of employment.

(f) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(g) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed

or the work of these workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday then the worker shall not be entitled to any wages for two weeks following that date, but the employer shall before that date pay to him in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for the period of his employment up to that date, and the next year of his employment shall be deemed to commence on that date.

(h) When a shift worker is entitled to an annual holiday of four weeks instead of three weeks the provisions of subclauses (e) and (g) of this clause shall be modified to provide payment of an amount equal to 8 per cent of the workers gross taxable earnings but not exceeding 10.4 per cent of his gross ordinary pay for the period of employment.

SPECIAL HOLIDAYS FOR LONG SERVICE

12. (a) A worker shall be entitled to special holidays as follows:

- (i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous service with the same employer.
- (ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous service with the same employer.
- (iii) One special holiday of five weeks after the completion of 40 years continuous service with the same employer.

(b) Should a worker have completed 30 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraphs (i) or (ii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944, and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service, which is not less favourable to the worker than the foregoing, including any bonus or gratuity or superannuation scheme (whether or not such scheme is solely at the cost of the employer, but at no less cost to the employer than the cost involved in providing special holidays under this clause.)

(f) For the purposes of this provision, continuous service with the same employer shall not be deemed to be broken by reason of the sale or transfer of a business to a new employer who continues to employ such workers.

SICK PAY

13. (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 his ordinary pay.

Sick pay shall accumulate up to a maximum of ten days by carrying forward from one year to another any unused sick pay of up to five days.

(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 according to the number of ordinary hours normally worked on the days of absence.

(d) The first day of any absence on account of sickness 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, not later than the normal commencing 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 employers expense, from a doctor nominated by the employer.

(h) This clause shall not apply to absence covered by Accident Compensation.

GENERAL

14. (a) In the case of a worker temporarily transferred from one job to another he shall be paid whichever is the higher rate as provided for in clause 4(a) hereof.

(b) A copy of this agreement shall be at all times affixed in some conspicuous place at or near the entrance to the shop or factory and in such a position as to be easily accessible to the workers employed therein.

(c) At all establishments suitable accommodation shall be provided for hanging up and changing clothes.

(d) If a worker is laid off by the Department of Agriculture through injury or an industrial disease and cannot get compensation, the employer shall find him alternative work and such worker shall be paid at the appropriate rate in clause 4(a) for the time so involved.

(e) A first aid kit as approved by the Department of Health shall be provided at each shop or factory.

(f) Suitable provision shall be made for the sharpening and grinding of tools.

(g) Provision shall be made by means of sinks and such like sanitary fittings together with an adequate supply of both hot and cold water for cleaning appliances used on the premises.

Ablution basins, hot and cold water, soap, towels for the use of persons employed in or about the premises shall also be provided.

(h) Workers shall be allowed twenty minutes per day for cleaning and sharpening gear.

(i) Nothing in this agreement shall operate to reduce the wages of any worker now employed while he remains in his present position of employment.

(j) The employer shall on request, but not more often than once in every six months, supply to the secretary of the union, a list of names of all workers, and in the case of workers under the age of 18 years, the employer shall state the age.

(k) An additional payment of 9 cents per hour shall be paid to workers employed continuously for half an hour or more in freezing chambers with a temperature below 32 degrees Fahrenheit.

(l) The parties to this agreement will comply with the Meat Regulations 1969 administered by the Department of Agriculture.

PROTECTIVE CLOTHING AND OTHER EQUIPMENT

15. (a) All workers shall be supplied with materials reasonably necessary to carry on the work, such as overalls, aprons (waterproof where necessary), leggings, industrial footwear, waterproof coats, gloves, knives, steels, pouches, gumboots. All such materials when worn out as the result of fair wear and tear shall be replaced by the employer.

(b) All wearing apparel provided under this clause shall be laundered daily by the employer except where otherwise agreed between the employer and the union concerned. Materials supplied to any workers pursuant to this clause shall be returned to the employer by the worker on the termination of his employment. The employer shall have the right to deduct from the wages and all other moneys due to the worker at the date of such termination of employment the reasonable cost, after allowing for fair wear and tear of all or any of the said materials not returned by the worker. The Union shall have the right to make representations to the employer on deductions from wages pursuant to this sub-clause.

(c) Protective clothing and devices and other equipment supplied by the employer under this clause to protect the workers from injury shall be worn or used by the workers. The Union undertakes to assist in this matter but the responsibility rests upon the employer to ensure this comes about.

(d) The Union acknowledges the value to workers of this Clause and does not condone any abuses or thefts of any materials supplied by the employer hereunder.

WAGES AND TIME BOOK

16. (a) The employer shall at all times keep in the prescribed form or in such other form as may be approved by the Inspector of Factories, a record in English (called the wages and time book) showing in the case of each assistant:

- (i) The name of the assistant, together with his age if under 21 years of age.
- (ii) The kind of work on which he is usually employed.
- (iii) The hours during which he has actually been employed on each day.
- (iv) The wages paid on each pay day and the date thereof.
- (v) Such other particulars as are prescribed by regulations.

(b) The entry of the particulars hereinbefore referred to, or a memorandum in writing containing such particulars, shall be signed by the assistant at the time of the payment of his wages, and such signature shall operate as a receipt for such payment.

(c) The wages and time book in use for the time being, and any such book used within the preceding five years, shall at all times be open to the inspection of an inspector.

(d) Every assistant who fails to sign the record as provided in this clause, or who wilfully signs an incorrect record, is liable to a fine not exceeding \$10.00.

(e) An inspector may at any time require the occupier to verify the entries in the wages and time book in such form as may be prescribed.

RIGHT OF ENTRY

17. Every employer bound by this agreement shall permit the secretary or other authorised officer or the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers or collect contributions but not so as to interfere unreasonably with the employers business.

REFERENCES

18. (a) Each worker on leaving or being discharged from his or her employment shall, on request, be given within 48 hours thereafter, a reference in writing stating the position held and the length of service.

(b) Original references shall be the property of the applicant and shall be returned within 48 hours after the engagement or rejection of the application.

DISPUTES

19. (a) 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:

- (i) The interruption of this instrument; or
- (ii) 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.

(b) Either the worker's union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) 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:

- (i) Mutually agreed upon by the parties; or
- (ii) If there is no such agreement, either a conciliator or a person appointed by him.
- (d) 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:
 - (i) Make a decision, which shall then be the decision of the committee; or
 - (ii) Refer the dispute forthwith to the Industrial Court for settlement.
- (e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.
- (f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:
 - (i) 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
 - (ii) 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
 - (iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.
- (g) 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:
 - (i) 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;
 - (ii) 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.

Note: (This clause has been inserted in accordance with the requirements of Section 115 of the Industrial Relations Act 1973).

PERSONAL GRIEVANCES

20. (a) For the purposes of this clause, 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.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to 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.

- (v) 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.
 - (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers organisation.
 - (vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court.
 - (viii) 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.
 - (ix) 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.
 - (x) 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.
- (c) 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:
- (i) 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.
 - (ii) 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.
- (d) 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.
- (e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:
- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
 - (ii) His reinstatement in his former position or in a position not less advantageous to him.
 - (iii) The payment to him of compensation by his employer.

Note: (This clause has been inserted in accordance with the requirements of Section 117 of the Industrial Relations Act 1973).

UNQUALIFIED PREFERENCE

21. (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 14 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 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.

(Note—Attention is drawn to Section 104 of the Industrial Relations Act 1973, which gives to workers the right to join the union).

UNDER-RATE WORKERS

22. (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 application of the worker after due notice to the union, by the local Inspector of Awards and Agreements 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 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 and Agreements 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.

INCENTIVE PAYMENTS

23. No incentive scheme shall be introduced or altered in any department without negotiation between the employer, the workers directly concerned and a representative of the Union. Details of all such schemes and the method of computation shall be clearly set out.

APPLICATION OF AGREEMENT

24. This agreement shall apply to the original parties named herein.

TERM OF AGREEMENT

25. This agreement insofar as the provisions relating to the rates of wages to be paid are concerned shall be deemed to have come into force on the 5th day of August 1974 and so far as all other provisions of the agreement are concerned it shall come into force on the date of registering by the Industrial Commission and shall continue in force twelve months from that date.

Signed on behalf of Defiance Processors:

M. H. Bliss, Authorised Agent.

Date, 30th August 1974

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

A. J. Kennedy, Authorised Agent.

Date, 30th August 1974

MEMORANDUM

The Commission in considering the registration of this Voluntary Settlement has some doubts about the validity of an "arbitration" in March 1974 when "skill pay" was increased by \$1 a day for boners and trimmers and \$1 a day allowed all other workers for the first time.

This skill pay has now been incorporated into the weekly rates which otherwise conform with the increases permitted under the Wage Adjustment Regulations 1974. In the circumstances the Commission has decided to register the document as submitted by the parties.

G. O. Whatnall, President.