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“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

TE AROHA ABATTOIR INCENTIVE AGREEMENT – COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 2/9/85

NOTE: See clause 10 herein for the date on which rates of wages come into force.

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Te Aroha Abattoir Incentive Agreement Dispute of Interest

between the Auckland and Tomoana Freezing Works, Abattoir and Related Trades Employees' Industrial Union of Workers AND Piako County Council

THE Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court 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 form of submission or notification attached 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 Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 2nd day of September 1985.

[L.S.]

J. R. P. Horn
JUDGE

Form 5

Section 65

Regulation 9 (4)

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR
REGISTRATIONIN THE MATTER of the Industrial Relations Act 1973AND in the matter of the Te Aroha Abattoir Incentive AgreementBETWEEN the Auckland and Tomoana Freezing Works, Abattoir and Related Trades Employees Industrial Union of WorkersAND the Piako County Council

To: The Registrar
Arbitration Court

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 Arbitration Court as a collective agreement.

DATED at Auckland this 10th day of June 1985.

Signed for and on behalf of
Piako County Council

K. J. Thomas,
Chairman

W. C. Scott,
Councillor

T. M. Williams,
County Clerk

Signed for and on behalf of
The Auckland and Tomoana Freezing Works, Abattoir and Related Trades
Employees IUOW

J. R. Evans,
Assistant Secretary

TE AROHA ABATTOIR INCENTIVE AGREEMENT

AGREEMENT made this 4th day of March 1985, between the PIAKO COUNTY COUNCIL, hereinafter called "the Council" of the one part and the AUCKLAND AND TOMOANA FREEZING WORKS, ABATTOIR AND RELATED TRADES EMPLOYEES INDUSTRIAL UNION OF WORKERS, hereinafter referred to as "the Union" of the other part WHEREBY IT IS AGREED as follows:

1. THE provisions of this Agreement shall be binding on the employees of the Te Aroha Abattoir and the Piako County Council as employer.
2. THE New Zealand (except Westland) Meat Processors, Packers, Preservers, Freezing Works Employees Award will apply where appropriate.
3. WORKERS shall be paid at the following hourly rates:

Slaughtermen	-	\$6.730 per hour
Labourers	-	\$6.296 per hour
Stockmen	-	\$6.296 per hour
4. IN addition to the hourly rate, an incentive payment shall be paid for each beast equivalent processed. This payment shall be:
 - 1-150 beast equivalents \$1.60 per beast equivalent
 - Over 150 beast equivalents \$3.926 per beast equivalent

The incentive payments will be pooled and divided amongst the workforce.

The hourly rate plus incentive payment is the total payment that will be made for the processing of stock.

The incentive payment is an all inclusive rate. It includes, amongst other things, payment for such factors as, handling of obnoxious stock and knife sharpening time. Absolutely no other special payment, including payment

to recognise the difficult, dangerous or objectionable nature of any stock shall be made.

5. FOR Labourers and Stockmen clause 37 (a) of the Award shall read \$259.84. For Slaughtermen clause 37 (a) of the Award shall read \$277.20. All other provisions of clause 37 shall apply as per the Award.

6. SMOKO and meal breaks—The employer shall be permitted to change the time of the commencement of smoko and meal breaks by fifteen minutes to enable the more efficient processing of stock.

7. ANY increases in the hourly rates of pay in clause 38 of the award shall apply to the hourly rates in this agreement. Only where such movements are identified as applying to incentive payments shall these increase the incentive payments within this agreement.

8. TIME lost due to mechanical breakdowns or hygiene stoppages not attributable to the actions of the workforce will be paid at the appropriate rates provided that the workers are prepared to work to the best of their ability with any plant remaining in use.

The incentive rate will be paid at a rate equivalent to the average hourly incentive earnings during that week that are paid for the processing of cattle.

9. PROVIDED that sheep and pig slaughtering operations during any given day or part thereof, are carried out at a speed and to a standard that is acceptable by the Floor Supervisor, an incentive payment for such shall be calculated as follows:

Sheep and pig incentive earnings for the hours worked during any week, shall be paid at a rate equivalent to the average hourly incentive earnings during that week that are paid for the processing of cattle.

10. TERM—This agreement, in so far as the provisions relating to wages and incentive payments prescribed in clauses 3 and 4 of this agreement are concerned, shall be deemed to have come into force on the 12th day of November 1984 and shall remain in force until the 11th day of November 1985, and so far as all other provisions are concerned, it shall come into force on the date of the signing of this agreement; and shall remain in force until the 11th day of November 1985.

IN WITNESS WHEREOF

These presents have been executed this 4th day of March 1985

The COMMON SEAL of the PIAKO COUNTY COUNCIL
was hereto affixed in the presence of:

F. Armstrong
DEPUTY CHAIRMAN

W. C. Scott
COUNCILLOR

T. M. Williams
COUNTY CLERK

SIGNED for and on behalf of the
AUCKLAND AND TOMOANA FREEZING WORKS, ABATTOIR AND
RELATED TRADES EMPLOYEES INDUSTRIAL UNION OF
WORKERS:

J. R. Evans
ASSISTANT SECRETARY

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

The Court has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than nine months from the date of registration.

The parties' settlement for a shortened term in respect of the rates of remuneration contained in clause 5 has the Court's consent pursuant to Regulation 6 (3) of the Wage Adjustment Regulations 1974.

Clause 7 should be read in the light of any wage restraint legislation that may be in force from time to time.

The Court in registering the voluntary settlement has had regard to Regulation 6A (1) and Regulation 5C (2) of the Wage Freeze Regulations 1982.

[L.S.]

J. R. P. Horn
JUDGE

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.