



Collective Employment Agreement

between

CMP RANGITIKEI LIMITED

(T/A ANZCO FOODS RANGITIKEI)

And

**THE NEW ZEALAND MEAT WORKERS AND RELATED
TRADES UNION INCORPORATED**

Term: 01 October 2022 to 30 September 2025

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PART I: AGREEMENT FORMALITIES

1. PARTIES

This is a collective agreement made pursuant to Part 5 of the Employment Relations Act 2000 between:

CMP Rangitikei Ltd t/a ANZCO Foods Rangitikei

(hereinafter called "the employer")

AND

The New Zealand Meat Workers and Related Trades Union Incorporated

(hereinafter called "the union")

Together the employer and union are referred to as 'the Parties'.

2. COVERAGE

This collective agreement shall cover employees (hereinafter called "the employees") of CMP Rangitikei Ltd t/a ANZCO Foods Rangitikei employed at the Greatford Plant who are members of the union, engaged in the slaughtering and processing of sheep and lamb, and the receiving, storing, boning, cutting, trimming, washing, packing, weighing, strapping, sealing, band-sawing, loading in and out of holding stores of any carcass or carton of mutton or lamb, and by-product processing (includes casings, pelt processing and rendering), offal, blood recovery, laundry work, pre and post-op and other process cleaning performed by meat workers (whether by full time or part time cleaning as an ancillary duty), general maintenance within departments or plants, and general services, including yard work.

3. APPLICATION OF AGREEMENT

This collective agreement binds the employees who are employed by the employer whose work comes within the coverage clause of the agreement and who are, or become, members of the union party to the agreement and is enforceable by the union and the employer.

This Collective Agreement ('this Agreement') is made under the Employment Relations Act 2000 ('the Act') and its subsequent amendments. It supersedes and replaces any previous employment agreement governing the employment relationship between the employer and the employees covered by this Agreement [and its attached schedules].

For the first 30 days after a new employee commences employment with the employer, the employee's terms and conditions of employment comprise the terms and conditions of this Agreement (other than any bargaining fee payable under Part 6B of the Act) and any additional terms and conditions mutually agreed to by the employee and employer that are no less favourable to the employee than the terms and conditions in this Agreement.

The employer will provide all employees with a copy of this collective agreement and inform all new employees of who the plant officials are, that they are entitled to become a member of the union, and that if they join the union they will be bound by this agreement.

4. TERM OF THIS AGREEMENT

This agreement will come into effect from Saturday, 01 October 2022 and shall remain in force until Tuesday, 30 September 2025.

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5. OBJECTIVES OF THE EMPLOYMENT RELATIONSHIP

- 5.1 The parties agree that the objectives of the employment relationship are:
- (a) An acknowledgment of the importance of the meat industry to the New Zealand economy as a whole and as a major provider of employment and income in rural and provincial regions.
 - (b) That the employer, as an important meat processor and exporter, must remain profitable and competitive. This in turn requires effective procurement, processing and marketing policies, good management, a committed workforce, and a flexible and innovative approach to problem solving and employment relations by all concerned.
 - (c) The parties agree it is in their mutual interest to operate an efficient, competitive, and profitable plant and that consultation and employee involvement are vital to improving productivity, efficiency and competitiveness.
 - (d) A commitment to customer service and delivery of quality product on time;
 - (e) The personal development, up-skilling, and job satisfaction of all employees;
 - (f) Improving the work environment and providing a career path through job re-design and training where possible;
 - (g) To ensure the absence of discrimination in the employment environment on the grounds of gender, marital status, religious belief, race, ethnic/national origins, disability, age, political opinion, family status or sexual orientation and to the promotion of equal employment opportunities for all employees;
 - (h) The building of a productive employment relationship through the promotion of good faith in all aspects of the employment environment and of the employment relationship.
 - (i) Accordingly, this agreement is drafted to reflect a balance of rights and responsibilities between the employer and its managers on the one hand, and the employees and the union on the other; without detracting from the employer's rights to manage and control its business; nor the employees' right to protect their interests.
 - (j) Therefore, the wish of the parties is to create a cooperative and participatory climate of industrial relations based on mutual respect and trust between all levels of management, the employees, and their union organisation, and which recognises their interdependence.

6. ALTERATIONS IN METHOD AND INTRODUCTION OF TECHNOLOGY

- 6.1 It is acknowledged that developments in technology and changes in processing methods and market requirements may need to be accommodated during the currency of this agreement.
- 6.2 Whenever major changes in work practices, processing methods or plant organisation are required, the employees shall meet the employer's requirements in this respect. However, the employer shall consult with the employees and the union prior to the changes being commenced. Should the proposed changes require alteration to any part of this agreement, the necessary alterations or amendments shall be negotiated under the provisions of Schedule D of this agreement. Existing staffing scales and wage rates shall not be altered (except by provisional agreement) until settlement has been reached.

6. Alterations in method and introduction of technology continued

- 6.3 However it is also acknowledged that a considerable degree of flexibility in minor processing detail is required on some operations to allow a quick response to varying market requirements. Therefore, in regard to minor alterations to product specifications and work content, consultation between the departmental delegate and Team Leader shall normally be sufficient.

7. VARIATION OF AGREEMENT

The terms and conditions of this agreement may be varied by agreement between the parties, after majority vote of the members of the union in respect of the general provisions of the agreement, or of the department in respect of their department, with such agreement written and signed by the parties and attached as an addendum to the agreement.

8. SEASONAL EMPLOYMENT

- 8.1 The employer undertakes to make every endeavour to provide year round employment in order to provide job security, continuity of income and stable on-going employment. However, as is normal in the industry, due to outside factors such as drought and stock availability, this cannot be guaranteed, so employment will be on a seasonal basis and employees will be seasonally laid-off at the end of the processing season.
- 8.2 Where an employee has been seasonally laid-off at the end of a processing season, CMP Rangitikei Ltd t/a ANZCO Foods Rangitikei will re-employ that employee at the commencement of the next killing season and the employment with CMP Rangitikei Ltd t/a ANZCO Foods Rangitikei will be regarded as continuous and unbroken from one season to the next, although the employee will not be entitled to any remuneration, except for holiday pay, while seasonally laid-off.
- 8.3 When affected in this way, the employee agrees to take all annual holidays owing during the seasonal lay-off period and to be paid all outstanding holiday pay at that time. CMP Rangitikei Ltd t/a ANZCO Foods Rangitikei will undertake to give employees two weeks' notice of stand down.

9. CASUALS

Casual employees may be employed to perform any of the work covered by this agreement, but only provided the following conditions are complied with:

- (a) There must be a shortfall in the appropriate staffing scale.
- (b) They shall be contacted and employed by the supervisor provided they are available and are capable of competently performing the work required.
- (c) Casual employees shall be paid the appropriate rate for the work performed.
- (d) Employees engaged on a casual or fixed term basis shall receive "Pay As You Go" holiday pay calculated at 8% of gross earnings, as per the provisions of the Holidays Act 2003 and its amendments.

10. STAFFING

- 10.1 Departmental staffing levels are set out in Schedule B. It is agreed that a comprehensive staff training programme will be put in place aimed at multi-skilling all employees both within and between departments.
- 10.2 Staff may be used to perform any work on the plant provided:
- (a) The employees concerned are able to competently perform the work required.
 - (b) Where an employee is required to work in another department, the employee shall be paid the greater of their current rate or new departmental rate.
 - (c) Rotation of employees into a lower paid job may happen from time to time. When this is necessary, the employee shall be paid at their normal rate of pay as set out in Schedule A of this document.
 - (d) **Shift cover:** Where an employee voluntarily agrees to cover a lower paid job on another shift, the employee shall be paid at that job's rate of pay as set out in Schedule A of this document.

PART II: HOURS OF WORK AND BREAKS

11. HOURS OF WORK – STRUCTURE ONE

11.1 Rangitikei Shift Structure:

- (i) Off-peak season processing Monday to Friday up to 46 hours per week.
- (ii) Peak season 46 hours base, 4 x 10 hour shifts, Monday to Friday, 6 hours on fifth day plus extra 4 hours on the fifth day (up to four times per season) when extra kill is required due to draught, peak or extenuating circumstances.
- (iii) Discussion between the Parties on when extra kill would be needed.
- (iv) Penal rates for both scenarios would apply after 40 hours (subject to clause 11.2 below)
- (v) IEAs to stay on 10 hours overtime.

	Hours per shift				Stage 1		Stage 2	
	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours	Friday	Total Hours
Day	10	10	10	10	6	46	10	50*
Night	10	10	10	10	6	46	10	50*

* Up to four times per season

11.2 Application of Overtime Rate:

Overtime rate applies in any given week when:

- (i) 40 hours have been worked, or
- (ii) A combination of hours worked plus 'entitled' days/hours, as shown with a 'yes' in the following table, totals 40 hours:

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11.2 Application of Overtime Rate continued

Leave / Absence Type		
Code	Description	Qualifies (Yes/No)
SICK	Paid sick leave	Yes
BERE	Paid bereavement leave	Yes
A/L	Annual leave	Yes
ACC	Work related ACC	Yes
JURY	Jury service	Yes
LIGHT DUTIES	Work related injury light/alternate duties	Yes
AWOL	Unapproved leave without pay (Absent without notification)	No
LWOP	Leave without pay	No
SLWP	Sick leave without pay	No
ALWP	Approved leave without pay	No
NWRACC	Non-work related ACC	No

(iii) Sunday work undertaken by yards employees is not included as this is automatically paid at overtime rate (T1/2) regardless of days/hours worked during the week.

(iv) Pre-op/Ancillary hours are not included. These are paid separately as per agreement.

11.3 Rostered Days of Work

Employees' hours of work will be in accordance with the shift structure as per clause 11.1 above and department timings as per clause 11.4 below.

11.4 Department Timings

DAY and NIGHT SHIFT

Production

9.5 hrs (570 minutes),

Breaks

30 Minutes paid

Cutting Day Shift	Breaks	Cutting Night Shift	Breaks
06:00 – 08:30	08:30 – 08:50	17:00 – 19:30	19:30 – 19:50
08:50 – 11:20	11:20 – 11:50	19:50 – 22:20	22:20 – 22:50
11:50 – 14:20	14:20 – 14:40	22:50 – 01:20	01:20 – 01:40
14:40 – 16:40		01:40 – 03:40	

Slaughter Day Shift	Breaks	Slaughter Night Shift	Breaks
07:00 – 09:30	09:30 – 09:50	18:00 – 20:30	20:30 – 20:50
09:50 – 12:20	12:20 – 12:50	20:50 – 23:20	23:20 – 23:50
12:50 – 15:20	15:20 – 15:40	23:50 – 02:20	02:20 – 02:40
15:40 – 17:40		02:40 – 04:40	

11.4 Department Timings continued

Note: Department schedules may be subject to change as per production requirements

In the event of any operational issues or livestock / production requirements such as killing or processing out, employees may be expected to work in excess of 9.5 hours (570 minutes) to a reasonable level by agreement

12. HOURS OF WORK – STRUCTURE TWO

12.1 Hygiene Crew

The Hygiene team shall be rostered to work a minimum of six hours paid per shift.

On short weeks the hygiene crew could be called in to support the end of production and work within the process for up to nine hours per shift.

12.2 Super Manning in Peak Periods

Both parties agree that the ability to have flexibility within the shift structure is essential.

The plant will operate a standard four day shift for both night and day shifts as required but will have the ability to add extra manning to each shift in a super manning scenario.

When the super manning structure is operating, all staff will be rostered to work four days per week with the ability to have one day off (Monday to Friday) on a revolving basis.

This will result in the standard week being four days' work with the ability to work the fifth day if work is available.

Whilst the super manning structure is in place, the Company has the ability to roster up to a full shift on Saturday (9.5 hrs (570 min) production) from both night and day shifts on a voluntary basis as required.

In the event of an increase in stock numbers, the Company reserves the right to revert back to Structure Two (the seven day and five night pattern) at its discretion, however this will be discussed with the Union and staff before being implemented.

Whilst the Super Manning structure is in place, extra staff will be employed across all departments on a seasonal basis to allow the four day roster to be initiated.

Manning for the sixth Saturday shift will be on a voluntary basis, however once committed to, the extra shift will be treated as a normal working day and disciplinary action may be taken for any employee who fails to attend once committed.

Saturday shift will remain voluntary with the proviso that when the availability provision is agreed at an ANZCO Group level then the voluntary nature of Saturday work will be amended and updated accordingly.

Super Manning	
Days On	Four days per week on a rostered basis between Monday to Friday , with the ability to work a 5th day on a voluntary basis
	Up to a Full shift as required on Saturdays for both shifts and manned on a voluntary basis

12. Hours of Work – Structure Two continued

12.3 Blue and Red Shift

WEEK ONE	
Days On	Monday, Tuesday, Friday, Saturday, Sunday
Days Off	Wednesday, Thursday
WEEK TWO	
Days On	Wednesday, Thursday
Days Off	Monday, Tuesday, Friday, Saturday, Sunday

12.4 Department Timings – Blue and Red Shift

Employees employed on the Blue or Red shift have defined hours and days of work consisting of ten production hours. The defined working day for the Slaughter operation commences at 05:45am and finishes at 17:00pm whilst the Cutting Room commences at 06:45am and finishes at 17:55pm. Both departments normal hours of work will be 70 production hours per 14 day period, to be worked over seven days each consisting of ten production hours. Days worked will be on a rotating shift basis as described in 10.1 and 10.3 of this document and employees will be assigned to a particular shift. Additional hours of work will be available on a voluntary basis. During annual holidays shift coverage normal hours of work will be up to seven days per fortnight of up to ten hours worked between Monday and Sunday inclusive.

12.5 Rostered Days of Work - Night Shift:

Days On	Monday, Tuesday, Wednesday, Thursday, Sunday
Days Off	Friday, Saturday

12.6 Department Timings – Night Shift

Employees employed on the Night shift have defined hours and days of work consisting of eight production hours. The defined working day for the Slaughter operation commences at 17.30 pm and finishes at 02.30 am whilst the Cutting Room commences at 18.25pm and finishes at 03.35am. Both departments normal hours of work will be 80 production hours per 14 day period, worked over five days each consisting of eight production hours. Days worked are described in Schedule A of this document. Additional hours of work will be available on a voluntary basis.

12.7 The Carcass per minute running rate set at 1st December each year, for following peak season months December to May.

12.8 It is accepted and agreed by both parties that the yards and slaughter currently have a peak capacity of 6.0 cs/pm without substantial mechanical changes beyond that speed.

13. EXTRA SHIFTS:

Where employees voluntarily work on another shift, they will be paid for actual hours worked, plus incentive where applicable (A and B Grade).

Employees working on another shift will be advised by the departmental Team Leader as to their pay rate on the day.

No employee is to work greater than 13 production hours in a back to back shift situation.

PART III: REMUNERATION

14. REMUNERATION

14.1 The hourly production and non-production rates of pay and incentive payments for each department are set out in Schedule A.

14.2 Species other than lamb shall be paid at a lamb equivalent of 1.1 (Production Bonus only)

14.3 The following wage increases have taken effect or shall take effect from the dates below:

1st October 2022 – 1. A general wage increase of 8% for piece rate workers;

2. An increase to \$28.00 per hour for Rangitikei Distribution hourly rate workers; and

3. A Standby (breakdown) rate will apply under the following conditions:
(a) Where an employee undertaking processing work is required to standby for whatever reason, a standby rate of \$23.25 per hour shall be paid until such time as processing recommences or the Employer decides to cease processing operations for the day and release the employee from work.

1st October 2023 – A general wage increase of 5% for piece rate workers and Rangitikei Distribution hourly rate workers.

1st October 2024 – A general wage increase of 2% for piece rate workers and Rangitikei Distribution hourly rate workers.

14.4 When the super manning is in place any work undertaken on Saturdays as part of a sixth day of production, will be paid at rate of 1.5 (production hours and bonuses only). Any work carried out on Saturdays as part of Structure Two is not subject to the 1.5 rate.

14.5 **Calculation of rest break payment:** The daily production working time gross payment is to be divided by the daily production time worked which will then equal the production hourly rate. The production hourly rate is then applied to the agreed rest break.

15. MINIMUM PAYMENTS

15.1 Except for time lost due to absence, illness or accident suffered by an employee or by industrial action taken by employees employed at the plant, all employees covered by this Agreement shall be entitled to receive a minimum weekly payment as set out in Schedule A of this document. Where time is lost for the above reasons, this payment shall be reduced by the actual time so lost.

15. Minimum Payments continued

- 15.2 The following earnings shall not be taken into account in calculating the minimum payment for any week:
- 15.2.1 The extra or penal portion of wages earned in overtime.
 - 15.2.2 Shift allowance and payments for clean-ups or preparatory work performed before normal starting time or during meal breaks.
 - 15.2.3 The time and a half earnings for work performed on public holidays.
- 15.3 On the first and last week of the season, employees will receive a pro-rata rate applicable to the minimum weekly pay.
- 12.3.1 Minimum pay shall not apply to casual employees.
- 15.4 Where employees are called out and there is no work or less than **four** consecutive hours work available, they shall receive four hours paid at the appropriate base hourly rate as set out in Schedule A of this document.

16. PAYMENT OF WAGES

- 16.1 Wages shall be paid not later than the Thursday after the completion of each pay week (Monday to Sunday) by direct credit into a bank account nominated by the employee. In the case of wage payment errors or omissions, any adjustments shall be made the following week except that any error or omission greater than \$30 shall be corrected by the Friday if requested by the employee.
- 16.2 The employer may pay the amount of wages to any employee to the nearest dollar above the precise calculation provided the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward as a deduction into the following pay calculation in the next pay period.
- 16.3 Incentive carcase payments shall be calculated daily and shall be posted on the notice boards the following day.
- 16.4 The Employee shall be supplied on the payday with a written pay advice detailing all remuneration and deductions. The Employee may elect to receive their pay advice electronically by delivery to a nominated email address instead of receiving a written pay advice.

Employees leaving their employment with the employer's consent or being dismissed by the employer shall have their wages and all other monies owed them paid in the next standard pay run after such leaving or dismissal.

17. SUPERANNUATION

All employees covered by this agreement shall be entitled to join the Meat Industry Superannuation Scheme according to the terms and provisions set out in the Trust Deed. Those electing to join or those who are members of existing agreed superannuation schemes, shall pay weekly contributions deducted from their wages on the basis of \$34.90 per week. Such contributions shall be matched by the employer on the basis of \$1.00, before withholding tax is deducted for each \$1 contributed.

- 17.1 Contributions to the Meat Industry Superannuation Scheme shall not preclude an employee from joining an alternative Superannuation fund however, if you are also in KiwiSaver, your employer's subsidy may be reduced by an amount equal to your employer's contribution made to your KiwiSaver scheme.

18. LONG SERVICE BONUS

In recognition of long service, those employees who have completed six years of continuous service will be eligible for a long service bonus, payable in the seventh year of employment and each year thereafter.

The anniversary shall be 1 December and the payment shall be made at the conclusion of the first complete pay week in December each year.

The payment shall be calculated as per the service payment rates in Schedule A and based on a forty hour week.

PART IV: HOLIDAYS AND LEAVE

19. ANNUAL HOLIDAYS

The provisions of the Holidays Act 2003 and its amendments shall apply to all employees covered by this Agreement.

- 19.1 At the end of each completed twelve months of continuous employment, employees will be entitled to four weeks paid annual holidays which shall be taken when agreed between the employer and the employee. For periods of employment of less than 12 months the payment shall be 8% of gross seasonal earnings.
- 19.2 If agreement cannot be reached as to when annual leave will be taken, CMP Rangitikei Ltd t/a ANZCO Foods Rangitikei may require annual leave to be taken with not less than 14 days' notice.
- 19.3 Employees are not entitled to cash up annual leave, including fourth week of annual holidays.

20. PUBLIC HOLIDAYS

- 20.1 All employees shall receive the following public holidays in each year: New Year's Day, the day following New Year's Day or a day in lieu thereof by mutual agreement, Wellington Anniversary Day or a day in lieu thereof to be mutually agreed upon, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Matariki, Labour Day, Christmas Day, Boxing Day and Waitangi Day.
- 20.2 In the event of any of the holidays specified in sub clause 20.1 (except Christmas Day, Boxing Day, New Year's Day and the day after,) falling on a Saturday or a Sunday, they shall be observed on the day they fall, in the case of employees who would normally have worked on those days. In respect to other employees, such holiday shall be observed on the following Monday and in the event of another holiday falling on such Monday, such holiday shall be observed on the following Tuesday.
- 20.3 When any of Christmas Day, Boxing Day, New Year's Day or the day after New Year's Day fall on a Saturday or a Sunday, they shall be observed on the day they fall, in the case of employees who would normally have worked on those days. But in respect to other employees, they shall be observed on the following Monday or Tuesday as appropriate.
- 20.4 All holidays mentioned in sub clause 20.1 shall be paid at the rate of relevant daily pay where they fall on an otherwise working day for the employee, and the employee does not work the day. Employees who are rostered off on the public holiday shall be paid at the hourly base rate as set out in Schedule A of this document.
- 20.5 Where rostered ordinary hours of work span midnight, a day shall be deemed to be the 24-hour period from the commencement of the rostered shift. The calendar day shall be deemed to be the calendar day on which the rostered shift commences.

20. Public Holidays continued

- 20.6 Employees who work on a public holiday shall be paid time and a half. They shall be entitled to a day in lieu of the holiday at a time mutually agreed to with the employer. The day in lieu shall be paid at no less than their relevant daily pay for any day taken as an alternative holiday and will be payable in the pay period in which the day in lieu is taken.

21. SICK LEAVE AND INJURY

- 21.1 After six months of current continuous employment with the employer, sick leave may be taken in the event of the sickness or injury of the employee, or the employee's spouse or partner (de facto or civil union partner of the same or other sex) or a person who depends on the employee for care. Qualifying employees are entitled to ten (10) days' paid leave for each 12 month period, counting from the end of the qualifying period and not from the commencement of employment.
- 21.2 Sick leave shall be paid at the relevant daily pay for each day of leave taken by the employee that would otherwise be a working day for the employee. Unused sick leave entitlement shall accrue and may accumulate up to a maximum of 42 days.
- 21.3 Sick leave shall not be paid for periods covered by accident compensation or public holidays nor for rostered days off. However, in the event of personal ill health or injury, or sickness of a dependent family member while on annual holiday, with the agreement of the employer, employees may take any period of sickness or injury that the employee would otherwise take as an annual holiday as sick leave.
- 21.4 Employees shall, at least 60 minutes prior to their normal start time, inform their departmental supervisor of their inability to attend work and as far as practicable, state the nature of the injury or illness and estimated duration of the absence. If incapable of carrying out this obligation, they may do so through a family member. In all cases of sickness or injury, employees shall have the right to consult the doctor of their choice.
- 21.5 The employer may require a claim for sick pay to be supported by a medical certificate if the leave is for a period of three or more consecutive days. However, the employer may require proof of sickness or injury if it has reasonable grounds to suspect that the sick leave being taken by the employee is not genuine; and informs the employee, as early as possible after forming the suspicion that the sick leave being taken is not genuine, that proof is required; and agrees to meet the employee's reasonable expenses in obtaining the proof.
- 21.6 To encourage a high level of attendance while safeguarding the employee's entitlement to the provisions in this clause, all employees upon permanently terminating their employment (except in cases of termination for serious misconduct or for abandonment of employment) shall be paid out any unused sick pay entitlement.
- 21.7 Where employees have accumulated more than 15 days sick leave, they may elect to have any additional unused entitlement above the 15 days paid out at the relevant daily rate. Employees shall notify the employer of this intention not less than three weeks beforehand.

22. BEREAVEMENT LEAVE

- 22.1 In the event of the death of a member of the immediate family of an employee the employee may take up to three days bereavement leave. The employee shall be paid at the rate of relevant daily pay for the period of leave. For the purpose of this clause "member of the immediate family" means parent, spouse or partner, child, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparent or grandchild. The employer shall be advised prior to the first day of absence.
- 22.2 Where the employer accepts that an employee has suffered a bereavement as a result of the death of a person not specified above, the employee may take up to one day of bereavement leave. The employee shall be paid at the rate of relevant daily pay for the period of leave.

22. Bereavement Leave; 22.2 continued

The factors to be taken into account by the company in deciding whether to grant paid bereavement leave are the closeness of the association between the employee and the deceased, whether the employee has significant responsibility for funeral arrangements and any cultural needs. The employer shall be advised prior to the first day of absence. NOTE: These provisions are inclusive of the rights contained in the Holidays Act 2003. They are not additional to them.

- 22.3 In addition to the above provisions, employees may on request, be granted leave without pay by the employer.
- 22.4 For the purposes of clauses 22.1 an employee's "spouse" shall be defined as their legal husband or wife, de facto or civil union partner of the same or other sex.

23. WORK RELATED INJURIES

- 23.1 In cases of work related injury, the employer shall have the right to require an additional medical certificate, at the employer's expense, from a Doctor nominated by the employer as per the provisions of the ACC Compensation Act 2001 and its amendments. In the case of non-work related injuries, ACC certification shall be sufficient.
- 23.2 Where an employee attends a doctor after being injured at work and returns to work within a reasonable time on the same day, the employee shall be paid full wages for all time so lost on production of a medical certificate from the doctor.
- 23.3 Employees unable to perform their usual work due to a work related injury may be employed on light or alternative duties if:
 - 20.3.1 They have a medical certificate clearing them for such work, and the work is available (such work will be made available for work related injuries)
 - 20.3.2 They are capable of safely and competently performing the work available.
 - 20.3.3 Payment for work related injuries will be paid at 100% of their normal rate for light and alternative duties.

24. NON WORK RELATED INJURIES

- 24.1 It is the employee's responsibility to report any non-work related injuries to their employer and to advise if they require time off work for treatment and / or rehabilitation.
- 24.2 The employee has an obligation to ensure the employer is updated on their progress, provide ongoing medical certificates and discuss the estimated time frames for a full return to work with the employer.
- 24.3 Employees who are unable to work due to an injury or sickness and who have a medical certificate to that effect shall continue to hold their seniority ranking. There shall be a review after nine months of absence to consider their medical suitability for continued employment. Where employees recommence after periods of extended absence, there shall be no loss of seniority nor of employment related benefits or entitlements.
- 24.4 Failure to comply with 24.1 and 24.2 may result in disciplinary action.

25. JURY SERVICE

Employees will be entitled to take leave for jury service in accordance with the Juries Act 1981 and its amendments. The employer will provide full pay if employees are required on jury service, and the employee will pass any juror's fees (but not reimbursing payments received) on to the employer.

26. PARENTAL LEAVE

Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments.

PART V: CONDUCT & DISCIPLINARY PROCEDURES

27. CODE OF CONDUCT

27.1 These rules for personal conduct are designed to:

27.1.1 Maintain an acceptable level of conduct throughout the plant in the interest of all employees and supervisory staff and the orderly operation of the plant.

27.1.2 Ensure that disciplinary measures when necessary are administered to a common set of rules in every area of the plant with due consideration to the fair and equitable treatment of all employees.

27.1.3 Encourage safety and efficiency and a positive and co-operative working environment.

27.1.4 Establish an alcohol and drug free workplace in the interests of Health and Safety in the workplace and work performance. Accordingly, the parties will actively work together to develop and implement programs to remove drugs and alcohol from the workplace.

27.1.5 Drug and alcohol testing will take place as per the ANZCO Foods Drug and Alcohol policy.

27.2 Circumstances may arise outside the specific terms of this code, and these will be examined and dealt with individually. The principle of fair administration of discipline is the essence of this code.

27.3 The following are examples of misconduct which may result in warnings or dismissal according to the seriousness of the incident:

- (a) Fighting with a fellow employee, member of the staff, contractor or visitor of the employer
- (b) Offensive language towards employees, management, visitor or contractors.
- (c) Threatening, intimidating, coercing or interfering with other employees including instances of sexual harassment or discrimination.
- (d) Making false or malicious statements concerning another employee or the employer.
- (e) Possession or consumption of intoxicating liquors or illegal drugs while on site.
- (f) Reporting to work under the influence of intoxicating liquor or illegal drugs.
- (g) Deliberate refusal to follow the lawful and reasonable instructions of the employer.

27.3 Code of Conduct continued

- (h) Unlawful possession, abuse, or destruction of the property of the employer, its employees, contractors or visitors.
- (i) Misuse or unauthorized removal from the plant of the employer's records or property.
- (j) Leaving the plant during working hours without permission.
- (k) Unauthorised absence from the workplace (each absence will be treated as a separate incident).
- (l) Patterned or excessive absenteeism and reporting late for work.
- (m) Horseplay, practical joking or skylarking which could result in injury, property damage or compromise to hygiene standards.
- (n) Failing to comply with the company safety standards, this includes failing to wear the prescribed safety equipment (earmuffs, mesh aprons, mesh gloves, eye protection, cut resistance gloves etc).
- (o) Failing to comply with the company's operational standards this includes putting the company's product at risk.
- (p) Continued occurrences where workmanship or work effort is below the required standard.
- (q) Smoking in unauthorised areas of the plant.
- (r) Performing unauthorised or personal work during working hours.
- (s) Deliberate falsification of the employer records.

27.4 There may be other matters not covered above which will be treated on their merits.

27.5 The employer's plain language explanation of the processes available for resolving employment relationship problems is set out in Schedule C of this agreement.

27.6 Abandonment Of Employment:

Where an employee is absent from work, for more than three days without the consent of or acceptable notification to the employer, the employee shall be deemed to have terminated their employment without notice.

28. WARNINGS

For misconduct outside that which would result in summary dismissal, employees shall be subject to a warning procedure prior to being dismissed.

28.1 Warnings recognised as official shall be given in the presence of the delegate, deputy delegate, or support person (if requested by the employee) and plant official and the employee concerned. The time, date, reason and nature of the warning shall be recorded and signed by the supervisor and a copy given to the union.

28. Warnings continued

28.2 Warnings shall be issued in three stages and shall lapse after one year from the date of recording.

Stage 1: A first official written warning.

Stage 2: A second official written warning.

Stage 3: A final official written warning.

28.3 Copies of all warnings issued at the plant shall be supplied to the union.

29. SUSPENSIONS AND DISMISSALS

It is agreed that the primary response to misconduct should be to alter behaviour and support rehabilitation rather than imposing financial and social costs of job loss and incurring the costs of hiring, training, and replacement. Therefore, a stand down of up to six months shall be considered as an option to dismissal.

29.1 Prior to any employee being dismissed or stood down the delegate or deputy delegate and a plant official must be informed and must be present, unless the employee has specifically asked for the union not to be present, together with the employee concerned if the dismissal or stand down is to be carried out. The time, date, and reason for the dismissal or stand down shall be recorded and signed by the supervisor and a copy given to the union. When the employee is suspended, full pay will be made until the inquiries have been concluded by the employer and union.

29.2 Notwithstanding sub-clause 29.1 where a dismissal is intended, and the union wishes to contest the dismissal, the employee concerned may be suspended on full pay. Payment will be made until the inquiries have been concluded by the employer and union.

30. TERMINATION

30.1 If the employee wishes to terminate employment, two weeks' notice is required. The employer may not require the employee to work out the period of notice, in which case it will pay the employee in lieu of the balance of the notice period.

30.2 If the employer wishes to terminate an employee's employment, it will give two weeks' notice, except in cases of serious misconduct or other serious breach of the obligations under this agreement. The employer may decide not to require the employee to work out the period of notice, in which case the employee will receive pay in lieu of the balance of the notice period.

30.3 Where an employee is dismissed for serious misconduct or other serious breach of this agreement, the employee will not be entitled to any notice or pay in lieu of working out the notice period. The Code of Conduct above sets out examples of what is considered serious misconduct.

31. SENIORITY AND SUITABILITY

31.1 The principle of deciding seniority shall be "first on, last off" on a departmental or group basis with employees being laid off and re-employed according to their seniority and suitability ranking, based on employment start date.

31.2 In determining the above, the Company will look at using suitability and competence in their endeavour to select the best person for the job and employees may be kept on or re-employed outside their seniority ranking providing there are no other employees with higher ranking capable of competently performing the work required. The employer undertakes to make every endeavour to avoid such circumstances arising by installing a training program to multi-skill all employees.

32. EMPLOYEE PROTECTION & RESTRUCTURING

- 32.1 Where the employer elects to outsource, sell, transfer, lease or merge all or part of the business, the following process will be followed in order to provide protection for affected employees.
- 32.2 The employer will enter into negotiations with the new employer in relation to whether affected employees will transfer to the new employer. As part of these negotiations the employer will put a proposal to the new employer and consider any response received concerning the transfer of affected employees.
- 32.3 On completion of negotiations, employees and their union will be advised as early as possible, but not later than one month prior to the anticipated hand-over date, whether there is an option to transfer to the new employer and if there is an offer to transfer, the terms and conditions of employment offered by the new employer.
- 32.4 Where the employees have the option to transfer, and the terms and conditions of employment offered by the new employer include:
- (i) The offer to work in the same capacity and location; and
 - (ii) All other terms and conditions are either the same or better; and
 - (iii) The person acquiring the business is to treat the employees' unbroken service as continuous any redundancy provisions will not apply.
 - (iv) Where the employees are not offered the opportunity to transfer the redundancy provisions shall apply.
- 32.5 Where the employees are offered the opportunity to transfer but the conditions specified in subclause 32.4 (i), (ii) and (iii) are not met, the employees may:
- (i) Elect to transfer on the terms and conditions of employment offered by the new employer in which case the redundancy provisions will not apply; or
 - (ii) Elect not to transfer, in which case the redundancy provisions shall apply.

33. RESTRUCTURING AFFECTING VULNERABLE WORKERS

- 33.1 "Vulnerable workers" as referred to in this Agreement refers to the specified categories of employees specified in Schedule 1A of the Act.
- 33.2 Subpart 1 of Part 6A of the Act applies to all employees who are in a category specified in Schedule 1A of the Act who work in a business that is being restructured, who will no longer be required by the employer to work as a result of the restructuring, and whose work (or substantially similar work) is to be performed by employees of the new employer.
- 33.3 "Restructuring" for the purposes of this clause in this Agreement has the same meaning as in section 69B of the Act. It includes contracting out, contracting in, subsequent contracting or selling or transferring an employer's business (or part of it) to another person.
- 33.4 In accordance with section 69G of the Act, no later than 20 working days before contracting out, contracting in, subsequent contracting, sale or transfer of all or part of the employer's business, the employer will provide employees who will be affected with:

33.4 Restructuring affecting vulnerable workers continued

- (i) Information about whether the employees have a right to make an election under section 69I of the Act;
 - (ii) A reasonable opportunity for the employee to exercise their right to transfer to the new employer under section 69I of the Act on the same terms and conditions;
 - (iii) Information sufficient for the employees to make an informed decision about whether to exercise any right to make an election. This information must satisfy the requirements in section 69G(2) of the Act; and
 - (iv) The employee must exercise their right to elect to transfer within 10 working days after the day on which the employees are provided with information referred to in clause 33.4 (i) to (iii) above or a later date if the employees' employer and the new employer agree to this.
- 33.5 If the restructuring is a contracting in or subsequent contracting (e.g., the work is to be carried out by another person) the employer will be given sufficient notice of this to enable it to comply with the requirements in section 69G(1) of the Act.
- 33.6 Pursuant to section 69H of the Act, before an employee decides to elect to transfer to a new employer, they can bargain with their employer for alternative arrangements. These alternative arrangements may include the employee's ongoing employment with the employer, or the termination of the employee's employment on agreed terms. If the employee and employer agree on alternative arrangements in writing the employee may not subsequently elect to transfer to the new employer.
- 33.7 If an employee covered by Subpart 1 of Part 6A elects to transfer to a new employer, then they will become the employee of the new employer, on the same terms and conditions that applied at that specified date. "Specified date" has the same meaning as section 69I of the Act being the date on which the restructuring takes effect.

34. REDUNDANCY

- 34.1 Redundancy shall mean a surplus of staff requiring any permanent reduction in the number of employees engaged on other than a casual basis; or
- 34.2 It shall apply to all employees who are either currently employed, seasonally laid off or on approved leave. It shall also apply to the employees who at the time of redundancy are medically certified as injured or ill and have not been terminated. It shall not apply to casual employees.
- 34.3 The employer shall notify the union in writing of any planned or impending redundancies prior to issuing notice of termination to the affected employees. The union will treat such notice as confidential if the employer requires this. Employees will be entitled to four weeks' notice of termination of employment or payment in lieu of serving out the notice period.
- 34.4 Except in the case of total closure of the plant, redundancy shall be on a voluntary basis, with compensatory payment offered in descending order of seniority. Should the number of volunteers still not meet requirements, selection of the remainder shall be on the basis of last on, first off. It is accepted in respect of voluntary redundancy that the employer must retain a workforce with the necessary skills and experience to ensure the continued operation of the business.
- 34.5 In the event of termination for reasons of redundancy, compensation for that redundancy will be paid on the following basis:

34. Redundancy continued

- 34.5.1 Four (4) weeks for the first full or part year of service and;
 - 34.5.2 Two (2) weeks for every full or part year of service to a maximum of ten (10) weeks' pay.
 - 34.5.3 For the purpose of this sub clause a week's pay shall be defined as the weekly tally pay at 2,470 carcasses per day.
 - 34.5.4 Redundant employees shall be paid outstanding annual holidays and residual entitlements for sick leave.
 - 34.5.5 The employer undertakes to give every assistance to finding employment for redundant employees including within the company and up to eight hours paid time off for interviews at relevant daily pay.
 - 34.5.6 Redundant employees shall be supplied with a certificate of service by the employer.
 - 34.5.7 Employees who are made redundant compulsorily shall be given preferential consideration for re-employment.
- 34.6 The employees will not be entitled to redundancy compensation when:
- 34.6.1 The employee's position is relocated within a 30 minute drive of the present location, or
 - 34.6.2 Employment is being terminated by the Company by reason of the sale, transfer, or lease of the whole or part of our business, and you have been offered continued employment in the new location and that is within a 30 minute drive of the present position, or with the acquiring or new organisation, as the case may be, on substantially similar terms and conditions.
 - 34.6.3 No other payment by way of compensation for redundancy shall be made.
- 34.7 Where a change in regular shift pattern results in a worker facing significantly less work opportunities (Eg the number of working weeks available in any year is significantly reduced), the Union and Employer will meet to discuss whether the situation is better treated as one of redundancy rather than redeployment and the applicability of these redundancy provisions will be agreed. For the purpose of this clause "significantly reduced" shall mean greater than a 40% reduction.

35. EMPLOYMENT RELATIONS EDUCATION LEAVE

The employer will grant employees Employment Relations Education Leave days calculated on the basis of union membership at the plant. The calculation will be at one day for every eight full-time equivalent eligible employees employed by the employer. Education Leave shall be paid as per the provisions of Part 7 of the Employment Relations Act.

The Union will decide which employees may take Employment Relations Education Leave. Unless agreed, employees may not be allocated more than five days each calendar year. The courses of education shall be courses approved under section 72 of the Employment Relations Act or other courses agreed between the parties.



36. HEALTH AND SAFETY

- 36.1 The provisions of the Health and Safety at Work Act 2015 and its amendments, shall apply at the plant.
- 36.2 The employer will take all practicable steps to ensure employees' health and safety while at work. Employees agree to read, understand and carry out the employer's health and safety policies and guidelines.
- 36.3 Employees agree to take all practicable steps to ensure their own safety and the safety of other employees or visitors to the workplace. Employees further agree to comply with all hygiene policies and guidelines to ensure the employer's high levels of product hygiene are maintained.
- 36.4 A Health and Safety Committee shall operate at the plant, shall meet monthly, and shall be responsible for reviewing and making recommendations on all matters concerned with health, safety and accident prevention on the plant. A minuted record of meetings shall be kept and provided to Committee members.
- 36.5 The Committee shall consist of two representatives of the employer, one trade representative, the union Safety Officer and two employee representatives for each shift to ensure reasonable coverage of the plant's departments and shifts, the employee representatives shall be elected to the Committee for two years by the plant.
- 36.6 There shall be a properly equipped first aid room. St John Ambulance or similar first aid outfits shall be provided in each department. There shall be designated first aid attendants and ongoing training available for employees, and there shall be at least one person officially qualified as a first aid attendant present on the plant at all times when production work is being performed.
- 36.7 All time lost by employees through emergency drill, evacuations, Health and Safety Committee meetings, Health and Safety seminars and courses approved by the employer, first aid or medical checks required by the Meat Regulations 1969, shall be paid on the basis of full make up of wages or, in the case of those attending outside their working hours, at the appropriate hourly rate.
- 36.8 Elected health and safety representatives shall be allowed a minimum of two days paid leave in each calendar year to attend an approved health and safety training course and shall be paid an allowance as outlined in Schedule B, whilst on their rostered shift.

37. CLOTHING AND EQUIPMENT

- 37.1 All employees shall be supplied with all necessary clothing and equipment required to carry out their work in a safe and efficient manner. All such items shall be replaced by the employer on a fair wear and tear exchange basis and clothing shall be laundered by the employer daily.
- 37.2 Protective equipment is to be kept clean. The employer is to provide facilities for cleaning of such equipment.
- 37.3 Protective clothing, safety devices and other equipment supplied to protect the employees from injury must be worn or used as instructed by the employer.
- 37.4 Employees shall return all items of clothing and equipment to the employer on termination of their employment. The employer shall have the right to deduct from the wages and all other monies due at termination of employment, the reasonable cost, after allowing for fair wear and tear, of all or any of such items not returned by the employee.

38. BARGAINING FEE AND PASSING ON

38.1 Bargaining Fees for Non-union Members

- 38.1.1 Employees whose work is covered by this collective agreement will be balloted about whether there should be a bargaining fee. The ballot will be held prior to this collective agreement coming into force. Those eligible to vote in the ballot are members of the union and employees who are not members of any union.
- 38.1.2 Voting will be by secret ballot. The question for the ballot will be: "Should employees who are not members of a union, but whose work comes within the coverage clause of this agreement, pay a bargaining fee if they wish to receive the terms and conditions contained in this agreement."
- 38.1.3 **NOTE:** It is a legal requirement that a copy of this bargaining fee clause will be attached to the ballot form. If a bargaining fee is approved by a majority of votes cast, the amount of the fee will be the union's subscription.
- 38.1.4 **NOTE:** The actual amount must be specified in dollar terms and must be no more than the applicable union subscription. If the majority of votes support the proposed bargaining fee, the employer will take the following steps within seven days:
- (i) Provide employees who are not members of the union and whose work is covered by the collective agreement with a copy of the agreement; and
 - (ii) Provide those employees with written notice that:
 - (a) A bargaining fee has been agreed to; and
 - (b) The bargaining fee will take effect seven days after receipt of the notice advising the bargaining fee arrangements; and
 - (c) The amount of the fee is the union subscription.
- 38.2 If the employee objects in writing to the employer before the specified date, they will not have to pay the bargaining fee. However, the employee will not receive the terms and conditions contained in this agreement and will instead remain on the terms and conditions on their current individual employment agreement until such time as the employer and employee agree to vary those terms and conditions.
- 38.3 If the employee does not object, the bargaining fee will be deducted from their wages from the date specified above, and from that date the employee will receive the terms and conditions contained in this agreement. Such fees shall be remitted by the employer to the union at weekly or monthly intervals with a corresponding list of names and address.
- 38.4 If the proposed bargaining fee is not upheld in the ballot:
- (i) There will not be a bargaining fee; and
 - (ii) Employees who are not members of the union will not receive the terms and conditions contained in this collective agreement.
- 38.5 Members of unions that are not parties to this agreement:
- (i) Do not participate in the ballot; and
 - (ii) Are not bound by the bargaining fee if it is upheld; and
 - (iii) Will not receive the terms and conditions of this collective agreement.

39. PASSING ON

- 39.1 This collective agreement will not apply to employees who are not members of the union unless those employees agree to pay a bargaining fee.
- 39.2 Nothing in this agreement prevents the employer negotiating with employees who are not members of the union, but such negotiations shall not be conducted in a manner that is likely to undermine collective negotiations relating to this agreement, or the renewal of it, or the union.

40. UNION ORGANISATION

- 40.1 The role of the union and its elected officials in representing its members and speaking on their collective behalf is recognised by the parties to this Agreement.
- 40.2 Plant Officials will be allowed reasonable time to conduct/attend Union business.
- 40.3 Full time officials of the union shall have access to the plant and to the employees and plant officials from other plants operated by CMP Rangitikei Ltd t/a ANZCO Foods Rangitikei shall be allowed to visit the plant. In all such cases plant management shall be notified first.
- 40.4 At the written request of the employee concerned, the employer shall deduct fees from the wages of such employee provided the deduction is at a consistent weekly rate and is consistent with the Wages Protection Act. Such fees shall be remitted by the employer to the Union at weekly intervals, together with a deduction schedule.
- 40.5 Meetings of the Board of Control (plant officials and department delegates) may be held for a duration of up to two hours per month and shall be paid by the employer provided the opportunity to meet with the committee is extended to management. The date and timing of such meetings shall be arranged in consultation with plant management with a minimum of seven days' notice being given. Payment shall be on the basis of makeup of wages where a delegate's department is working, or at the appropriate hourly rate specified in Schedule A.
- 40.6 Up to two plant meetings per year will be paid by the employer for a maximum duration of one hour on the basis of full make up of wages, providing the Employer is given a minimum of five days' notice. Payment for the attendance at any meetings called by the employer and meetings agreed to in regard to renegotiation of the Collective Agreement shall be on the same basis.
- 40.7 In addition to the two plant meetings stipulated in clause 40.6, an Annual General Meeting of the Plant shall be paid by the Employer.
- 40.8 Subject to manning levels, the parties agree that suitable time will be allowed off the job for the union officials to conduct required union business.

PART VI: EXECUTION OF THE AGREEMENT

Collective Employment Agreement between

CMP RANGITIKEI LIMITED

(trading as ANZCO FOODS RANGITIKEI)

And

NEW ZEALAND MEAT WORKERS AND RELATED TRADES UNION INCORPORATED

SIGNATURES

THIS Agreement has been executed by the parties on the 18 day of May 2023

SIGNED for and on behalf of)

CMP RANGITIKEI LIMITED trading as ANZCO)
Foods Rangitikei,

The Employer, by)

Brendan Poole

(Print Name)

B. A. Poole
(Signature)

SIGNED for and on behalf of **NEW ZEALAND MEAT**)
WORKERS AND RELATED TRADES WORKERS)
UNION INCORPORATED,

The Union, by)

Tony Matterson

Tony Matterson
(Print Name)

[Signature]
(Signature)

(Print Name)

(Signature)

W B

SCHEDULE A - RATES OF PAY - 01 OCTOBER 2022 (8%)

41. Day and Night Shift

SLAUGHTERBOARD, YARDS, BASEMENT, PELTS		
	A	B
Base Hourly Rate	\$20.04	\$16.84
Guaranteed Weekly Minimum	\$603.87	\$528.39
Production Bonus per Carcase	\$0.051436	\$0.043151
Trainee / Labourer	\$23.25 per hour	
Pre Op	\$24.15 per hour	
Ancillary / Non Production	\$22.70 per hour	
Yards & Basement Non Production *	\$25.38 per hour	
Standby	\$23.25 per hour	

* For all hours worked outside of normal production

FURTHER PROCESSING		
	A	B
Base Hourly Rate	\$20.04	\$16.84
Guaranteed Weekly Minimum	\$603.87	\$528.39
Production Bonus per Carcase	\$0.051436	\$0.043151
Trainee / Labourer	\$23.25 per hour	
Pre Op	\$24.15 per hour	
Ancillary / Non Production	\$22.70 per hour	
Standby	\$23.25 per hour	

DISTRIBUTION		
Trainee / Labourer	\$23.25 per hour	
Labourer	\$28.00 per hour	

Schedule A – Rates of Pay continued

LAUNDRY		
Janitor	\$26.90	per hour

HYGIENE		
Labourers	\$25.38	per hour

SERVICE PAYMENTS		
A Grade	\$25.95	per hour
B Grade and Others	\$22.05	per hour
Higher Duties - Relief Supervisor*	\$32.40	per hour

* Higher Duties – Relief Supervisor payment is a fixed hourly rate to be applied to any employee when covering as a relief supervisor. This rate replaces any base rate plus bonus allowances paid for the same hours of work.

SCHEDULE B – 01 October 2022

42. Allowances

ALLOWANCES		
Higher Duties – Supervisor in Training*	\$4.32	per hour
Health and Safety	\$3.020	per rostered shift
Key Person	\$1.471	per hour on rostered shifts
Forklift*	\$1.471	per hour on rostered shifts
Sawman	\$1.471	per hour on rostered shifts
Training	\$1.471	per hour on rostered shifts

* Higher Duties – Supervisor in Training allowance is a fixed hourly rate to be applied to any employee when training to be a supervisor. This rate is additional to any other allowance paid for the same hours of work.

* Forklift allowance shall be paid to forklift drivers whose daily tasks include regular and constant operating of the forklift; the allowance is subject to confirmation from the Supervisor that the employee qualifies for the allowance.

SCHEDULE A - RATES OF PAY – 01 OCTOBER 2023 (5%)**43. Day and Night Shift**

SLAUGHTERBOARD, YARDS, BASEMENT, PELTS		
	A	B
Base Hourly Rate	\$21.04	\$17.68
Guaranteed Weekly Minimum	\$634.06	\$554.81
Production Bonus per Carcase	\$0.054008	\$0.045309
Trainee / Labourer	\$24.41 per hour	
Pre Op	\$25.36 per hour	
Ancillary / Non Production	\$23.84 per hour	
Yards & Basement Non Production *	\$26.65 per hour	
Standby	\$24.41 per hour	

* For all hours worked outside of normal production

FURTHER PROCESSING		
	A	B
Base Hourly Rate	\$21.04	\$17.68
Guaranteed Weekly Minimum	\$634.06	\$554.81
Production Bonus per Carcase	\$0.054008	\$0.045309
Trainee / Labourer	\$24.41 per hour	
Pre Op	\$25.36 per hour	
Ancillary / Non Production	\$23.84 per hour	
Standby	\$24.41 per hour	

DISTRIBUTION		
Trainee / Labourer	\$24.41	per hour
Labourer	\$29.40	per hour



Schedule A – Rates of Pay continued

LAUNDRY		
Janitor	\$28.25	per hour

HYGIENE		
Labourers	\$26.65	per hour

SERVICE PAYMENTS		
A Grade	\$27.25	per hour
B Grade and Others	\$23.15	per hour
Higher Duties - Relief Supervisor*	\$34.02	per hour

* Higher Duties – Relief Supervisor payment is a fixed hourly rate to be applied to any employee when covering as a relief supervisor. This rate replaces any base rate plus bonus allowances paid for the same hours of work.

SCHEDULE B – 01 October 2023

44. Allowances

ALLOWANCES		
Higher Duties – Supervisor in Training*	\$4.54	per hour
Health and Safety	\$3.171	per rostered shift
Key Person	\$1.545	per hour on rostered shifts
Forklift*	\$1.545	per hour on rostered shifts
Sawman	\$1.545	per hour on rostered shifts
Training	\$1.545	per hour on rostered shifts

* Higher Duties – Supervisor in Training allowance is a fixed hourly rate to be applied to any employee when training to be a supervisor. This rate is additional to any other allowance paid for the same hours of work.

* Forklift allowance shall be paid to forklift drivers whose daily tasks include regular and constant operating of the forklift; the allowance is subject to confirmation from the Supervisor that the employee qualifies for the allowance

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SCHEDULE A - RATES OF PAY – 01 OCTOBER 2024 (2%)**45. Day and Night Shift**

SLAUGHTERBOARD, YARDS, BASEMENT, PELTS		
	A	B
Base Hourly Rate	\$21.46	\$18.03
Guaranteed Weekly Minimum	\$646.74	\$565.91
Production Bonus per Carcase	\$0.055088	\$0.046215
Trainee / Labourer	\$24.90	per hour
Pre Op	\$25.87	per hour
Ancillary / Non Production	\$24.32	per hour
Yards & Basement Non Production *	\$27.18	per hour
Standby	\$24.90	per hour

* For all hours worked outside of normal production

FURTHER PROCESSING		
	A	B
Base Hourly Rate	\$21.46	\$18.03
Guaranteed Weekly Minimum	\$ 646.74	\$ 565.91
Production Bonus per Carcase	\$0.055088	\$0.046215
Trainee / Labourer	\$24.90	per hour
Pre Op	\$25.87	per hour
Ancillary / Non Production	\$24.32	per hour
Standby	\$24.90	per hour

DISTRIBUTION		
Trainee / Labourer	\$24.90	per hour
Labourer	\$29.99	per hour

Schedule A – Rates of Pay continued

LAUNDRY		
Janitor	\$28.82	per hour
HYGIENE		
Labourers	\$27.18	per hour
SERVICE PAYMENTS		
A Grade	\$27.80	per hour
B Grade and Others	\$23.61	per hour
Higher Duties - Relief Supervisor	\$34.70	per hour

* Higher Duties – Relief Supervisor payment is a fixed hourly rate to be applied to any employee when covering as a relief supervisor. This rate replaces any base rate plus bonus allowances paid for the same hours of work.

SCHEDULE B – 01 October 2024

46. Allowances

ALLOWANCES		
Higher Duties – Supervisor in Training*	\$4.63	per hour
Health and Safety	\$3.234	per rostered shift
Key Person	\$1.576	per hour on rostered shifts
Forklift*	\$1.576	per hour on rostered shifts
Sawman	\$1.576	per hour on rostered shifts
Training	\$1.576	per hour on rostered shifts

* Higher Duties – Supervisor in Training allowance is a fixed hourly rate to be applied to any employee when training to be a supervisor. This rate is additional to any other allowance paid for the same hours of work.

* Forklift allowance shall be paid to forklift drivers whose daily tasks include regular and constant operating of the forklift; the allowance is subject to confirmation from the Supervisor that the employee qualifies for the allowance.

47. MANNING SUMMARY

Yards	0 – 4	4 – 5	5.5	6	6.5	7
A Grade	1	1	1	1	1	1
B Grade	5	6	6	6	7	8

Slaughter						
A Grade	16	19	20	22	23	24
B Grade	23	30	31	32	34	36
Labourer	1	1	2	2	2	2

Cutting						
A Grade	13	19	20	22	24	25
B Grade	24	34	38	40	41	42
Labourer	2	2	3	3	3	3

Distribution						
Leading hand	1	1	1	2	2	2
Labourers	6	10	12	13	13	15

Hygiene						
Labourers	25	25	25	25	25	25

Carcass rates						
Tally	2280	2850	3135	3420	3705	3990
A	0.050049	0.050049	0.045527	0.041865	0.039010	0.036275
B	0.041758	0.041758	0.038298	0.035145	0.032708	0.030446
Daily earnings						
A	\$304.49	\$333.02	\$333.11	\$333.56	\$334.91	\$335.12
B	\$255.19	\$278.99	\$280.04	\$280.18	\$281.16	\$281.46

SCHEDULE C

48 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

This clause sets out how employment relationship problems are to be resolved.

1. Definitions

- (a) An 'employment relationship problem' includes:
 - (i) A personal grievance;
 - (ii) A dispute
 - (i) Any other problem relating to or arising out of the employment relationship.
 - (ii) It does not include any problem with negotiating new terms and conditions of employment
- (b) A 'personal grievance' includes a claim that an employee
 - (i) Has been unjustifiably dismissed; or
 - (ii) Has had his/her employment, or his/her conditions of employment affected to his/her disadvantage by some unjustifiable action by the employer; or
 - (iii) Has been discriminated against in his/her employment; or
 - (iv) Has been treated adversely on the grounds that the employee is, or is suspected or assumed or believed to be, a person affected by family violence; or
 - (v) Has been sexually harassed in his/her employment; or
 - (vi) Has been racially harassed in his/her employment; or
 - (vii) Has been subject to duress in relation to union membership
 - (viii) Has not had their rights protected in relation to continuity of employment for employees affected by restructuring

In relation to individual employment agreements, it also includes a claim that an employee:

- (ix) Was disadvantaged by their employment agreement not meeting legal requirements for:
 - i. agreed hours of work
 - ii. availability provisions
 - iii. shift cancellation
 - iv. secondary employment provisions
- (x) was treated unfairly when they lawfully refused work in specific circumstances
- (xi) Who made a protected disclosure had retaliatory action taken against them

Note: The terms used in this clause have precise legal meanings, which are set out in detail in the *Employment Relations Act 2000*. Employees who believe they have a personal grievance should seek the advice of the union by approaching their representative first.

Schedule C – Resolution of Employment Relationship Problems continued

- (c) A 'dispute' is a disagreement over the interpretation or application of an employment agreement.

2. Raising employment relationship problems

- (a) An employment relationship problem should be raised and discussed with the employee's manager as soon as possible.
- (b) The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem.
- (c) The employee, employer and union will try in good faith to resolve the problem.

3. Time limit of raising a personal grievance

An employee who believes he/she has a personal grievance must make the employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance).

4. Mediation

- (a) If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Ministry of Business, Innovation and Employment. The Ministry's contact details are 0800 20 90 20 or www.employment.govt.nz.
- (b) All parties must act in good faith with the mediator and each other in a further effort to resolve the problem.
- (c) Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
- (d) Any agreed settlement of the problem signed by the mediator will be final and binding.

5. Employment Relations Authority

If the problem is not resolved at mediation, it may be referred to the Employment Relations Authority for investigation and determination.

Note: *The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act 2000. The union can advise and assist further on these procedures.*

SCHEDULE D

49. VARIATION TO AGREEMENT

1. Date of variation or addition to the agreement:

2. Details of the variation or addition to the agreement:

3. Signed for and on behalf of CMP Rangitikei Ltd t/a ANZCO Foods Rangitikei

Name: _____ Designation: _____

Date: _____

Name: _____ Designation: _____

Date: _____

4. Signed for and on behalf of the Employee

Name: _____ Designation: _____

Date: _____

Name: _____ Designation: _____

Date: _____

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