

AFFCO Core Agreement Negotiations 2013 - 15 Status Report to Members



Union negotiators are frustrated with the ongoing impediments to settling the only outstanding major Collective Employment Agreement (CEA) in the NZ meat industry.

Over 2,000 AFFCO employees are missing out on the opportunity of being in a CEA that gives them security of employment and conditions of employment that are comparable to the rest of New Zealand.

16th June 2015: 10.00am Tuesday 16th June a Injunction hearing is to be heard at the Rotorua Court room.

9th June 2015: Your NZMWUnion makes an Injunction Application to Employment Court – Chief Judge Colgan
Union believes that Rangioru union members are being denied work (illegal lock out), with a view to compelling them to accept new Individual Employment Agreements.

8th June 2015: Affco calls unpaid meetings of Rangioru union members and offers them each an Individual Employment Agreement [IEA] which is clearly inferior than the IEA (CEA - union negotiated) they were employed on last season, giving them less than a week to sign the new inferior IEA.

18th May 2015: Affco tabled another additional claim on top of those already tabled – effect is to water down seniority further. We believe that in some cases non-union workers have been favoured ahead of union members in layoffs at Rangioru.

15th May 2015: Negotiation Day: AFFCO came to the negotiations with little, but took the opportunity to rubbish your Union for **“informative reports being supplied to members”**.

11th February 2015: Negotiation Day: AFFCO dropped on the table 8 additional claims to those already tabled in February 2014.

1. To remove wording that ensures that wages will be protected if a worker upskills and remains flexible to do lower paying work when the company is short of labour. The current wording in the agreement protects a worker from being disadvantaged if they are moved to a lower paying job due to a range of reasons, including staff shortages.
2. Smoko breaks 10 minutes. To include the cleaning of protective gear as part of a rest break function during allotted rest breaks. Workers have become more and more burdened over recent years with customer compliance and food safety rules and regulations, to the extent that encroachment on current smoko time has severely reduced actual break times. (In some cases less than 6 minutes) The employer also expects that toilet breaks are taken during rest breaks because there are limited

- resources available to allow toilet breaks during work time.
3. Weakening of seniority further Deletion of current provisions that provide for consultation with the union about staff layoffs. Over the last 2 years the union has raised many employment grievances for workers who we believe should not have been laid off. We believe that in some cases non-union workers have been favoured ahead of union members. This proposed change to the agreement could further marginalise our members.
 4. New provisions that will reduce some workers pay if the employer's machinery breaks down. The company want to pay \$14.25 per hour for this time.
 5. New provisions that restrict the union's ability to bring company breaches of employment law to the appropriate legal authority e.g. Employment Court or Employment Authority. This is a fundamental workers right provided for in current NZ employment law.
 6. AFFCO also want the union to agree that if AFFCO breaches employment laws and are legally penalised for doing so, that the union will indemnify the company against such penalties. Also that the union will agree to pay AFFCO's legal costs for such legal action regardless if they win or lose in the court.
 7. Union access – union expected to agree not to use canteen
 8. Union will not oppose AFFCO to recruit Halal Slaughterman under MIA AIP.

4th November 2013: Union initiated Bargaining: In the meat industry a Bargaining Process Agreement is usually settled within a couple of days, or on the same day claims are exchanged, unfortunately, not with AFFCO.

Previously:

The AFFCO Core agreement expired on the 31st of December 2013. Within sixty days prior to this your union initiated bargaining for a new agreement. Despite us trying to get the employer to start negotiations as early as possible the company did not meet with union negotiators until February 2014.

Union presented a modest set of claims including a wage claim for 5% +2% over a 2 year term. The company also said they also preferred a 2 year term. The company now state that they only want a 1 year term from settlement date.

AFFCO claims:

1. reduce the weekly minimum from \$525 to \$400
2. a 480 minute working day (8.5 hour ordinary working day which includes 2 paid smoko's)
3. deletion of superannuation provisions
4. a reduction in sick leave provisions to a maximum of 20 days accumulation
5. and provisions requiring production workers to perform clean-up work at the end of production at \$16 per hour with rate 1/4 for overtime hours

6. AFFCO want to reduce overtime payments in plant agreements at several of the AFFCO plants
7. alter downwards the Manawatu plant sick leave provision.

The union position at the start of the negotiations regarding site agreements was that they should be negotiated at plant level (as they have done since the core agreement was formed). At the start of negotiations the company insisted that plant agreements be negotiated at the same time as the core agreement. We reluctantly agreed but this is how we negotiated the plant documents during the lockout in 2012.

As at 11 November 2014 your negotiating team have met with the company on 9 days. We have now dropped all of our claims except the claim for a wage increase.

The company have now dropped their claim to remove superannuation from the document and have amended their claim regarding a \$400 weekly minimum so as to have it apply from June to October every year. The company say any worker who has off season work would be exempt from having to work during this period subject to an agreed criterion and that this time away from the plant would not count as absence from work.

The company have retained all of their other claims as listed above.

On 11 November 2014 in an attempt to reach a settlement we offered the company a package deal, we would remove our claim for a wage increase if the company agreed to roll the agreement over for 2 years. The company have rejected our package and are **now saying** that they want to negotiate plant matters at plant level before continuing with further core negotiations.

We then suggested that we file for mediation to try and progress the talks. The company refused on the grounds that they felt it was premature. So in an attempt to make progress we agreed to meet on the plants and try and resolve the company's plant claims. The company have since come back and said they will meet at one plant per week.

The current legal status of the core agreement is that it has been continuing as a collective agreement while we have been negotiating. On the 31st of December 2014 it will become an **IEA based on the terms and conditions currently in the core agreement.**

It is vitally important that our members **DO NOT SIGN** any IEA while the process of negotiating a CEA is continuing.

If approached by your Manager/Supervisor to sign one please advise your delegate or shed official immediately.

New employment laws commenced 6th March 2015.

As members are aware we held shed meetings in June 2014 to gauge member's thoughts about the company's claims. The ballot result was a **93% rejection** of the company proposed changes to our Core agreement.

Over recent months we have contemplated holding shed meetings to give a report back but up until now we have had very little to report. We are now in a serious position which has necessitated your negotiating team reporting back to our members. We feel that this report is the best way to get this message out to members because you will be able to take this document home and refer to it in your own time.

We will be holding shed meetings soon to discuss these and other matters as our position going forward becomes more apparent.

NZ Meat Workers and Related Trades Union Incorporated