Please post in a Conspicuous Place accessible to Workers

Cold Storage Co-operative (Nelson) Limited Stores and Warehouse Employees — Collective Agreement (Voluntary)

Dated 30/4/79

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 Cold Storage Co-operative (Nelson) Limited — Stores and Warehouse Employees Dispute of Interest between The Nelson Storeman and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers and Cold Storage Co-operative (Nelson) Ltd.

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 30th day of April 1979.

(L.S.)

J. R. P. Horn, Judge.

INDUSTRIAL RELATIONS REGULATIONS 1974

Sections 65 and 66

Regulation 9(4)

Form 5

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand (except Northern, Canterbury and Westland Industrial Districts) Stores and Warehouse Employees' Award between Cold Storage Co-operative (Nelson) Limited, P.O. Box 388, Nelson and the Nelson Storeman & Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, 56 Emano Street, Nelson.

To the Registrar, The Arbitration Court, P.O. Box 596, Wellington.

We hereby submit to you a signed copy of the terms of a voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to section 65 (section 66) of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

Dated at Nelson this eighth day of December 1978.

Signature of Parties For The Nelson Storemen and Packers and Warehouse Employees Union:

R. Judge, Secretary.

For The Cold Storage Co-operative (Nelson) Limited:

A. J. Downing, Manager.

AGREEMENT BETWEEN THE COLD STORAGE CO-OPERATIVE (NELSON), LIMITED; AND THE NELSON STOREMEN AND PACKERS (OTHER THAN IN RETAIL SHOPS) AND WAREHOUSE EMPLOYEES' (OTHER THAN DRIVERS AND CLERKS) INDUSTRIAL UNION OF WORKERS

The above-mentioned parties agreee that on and from the first day of the pay week commencing on or after the 8th day of December, 1978, clauses 6, 7 and 8 of the New Zealand (except Northern, Canterbury & Westland) Stores and Warehouse Employees' Award, dated the 14th day of April 1978 will no longer apply to employees of the Cold Storage Co-operative (Nelson) Limited, Nelson.

In substitution thereof, clause 7, subclauses (a) to (d)(vii) inclusive of the Wellington, Taranaki, Canterbury and Otago and Southland Cool Store and Cold Store Employees Award, dated the 5th day of March 1979 shall apply on and

from the above date in the first paragraph.

Any further adjustments to be in accordance with the relevant percentage movement in comparable rates which take place in the renegotiation of the Wellington, Taranaki, etc Cool Store and Cold Store Employees Award.

RATES OF PAY

(a) The following shall be the ordinary rates of pay: Permanent workers employed in handling produce in the cool store and the cold store, including running in and loading out, whether into truck, container, wagon or lighters. . \$139.00 per week

Casual, seasonal or workers not otherwise specified \$3.34 per hour

(b) A worker employed driving a fork-lift truck or a tractor, sealmen, stampmen

and tally clerks shall be paid an allowance of not less than 12.5 cents per hour extra while so employed.

(c) Any worker who shall be employed as a leading hand shall receive an extra payment of 31.3 cents for every hour he is engaged on leading hand's work. This payment shall not be cumulative with the payment in subclause (b) hereof.

Service Allowance — Except as hereinafter provided, a service allowance on the

following lines shall be paid:

- (i) After 18 months' continuous service with the same employer \$2.00 per week;
- (ii) After two years' continuous service with the same employer \$3.50 per week;
- (iii) Service accrued at the date of this agreement coming into force shall qualify for the allowance;
- (iv) The allowance shall not count in the calculation of overtime rates;
- (v) The allowance shall be paid when the worker is on annual holiday;
- (vi) The employer shall be entitled to make a rateable deduction from the allowance for time lost by the worker through sickness, accident or the worker's own default:
- (vii) These rates are inclusive of the General Wage Order of 7% 3rd July 1978; Existing bonuses or above-agreement payments may be replaced by the foregoing allowances.

This agreement shall come into effect on the 8th day of December 1978 and expire on the 7th day of February 1980.

R. Judge, Secretary. A. J. Downing, Manager.

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.

Having regard to prevailing circumstances 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 one year from the date of registration.

(L.S.)

J. R. P. Horn, Judge.