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**Morris Catering Limited Cafeteria  
Workers on the Feltex/Reidrubber Site  
at Penrose, Auckland — Collective  
Agreement (Voluntary) Dated 9/6/80**

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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 Morris Catering Limited Cafeteria Workers on the Feltex/Reidrubber site at Penrose, Auckland, dispute of interest between the Auckland Hotel, Hospital, Restaurant and Related Trades Industrial Union of Workers and Morris Catering Limited.

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 9th day of June 1980.

(L.S.)

J. R. P. Horn, Judge.

Sections 65 and 66

Regulation 9 (4)

**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 Auckland Hotel, Hospital, Restaurant and Related Trades Employees dispute of interest between The Auckland Hotel, Hospital, Restaurant and Related Trades Employees' Industrial Union of Workers and Morris Catering Ltd.

To the Registrar of the Industrial Commission

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

Dated at Auckland this 20th day of May 1980.

Signatures of Parties:

R. J. Revell, General Secretary, Auckland Hotel, Hospital, Restaurant & Related Trades Employees' Industrial Union of Workers.

G. A. Trotter, General Manager, Morris Catering Limited.

**AGREEMENT**

An agreement between Morris Catering Limited and The Auckland Hotel, Hospital, Restaurant and Related Trades' Employees Industrial Union of Workers Relating to conditions of employment of Cafeteria Workers employed by Morris Catering Limited on the Feltex/Reidrubber site, Penrose, Auckland.

The provisions of the N.Z. Tearooms and Restaurants Employees Award will apply with the following variations to meet site circumstances:

## WAGES

1. The following shall be the weekly wage rates:

(a) Cooks:—		
	1st Cook .....	\$163.07
	2nd Cook .....	\$140.37
Night	Cook .....	\$147.92
(b) Cafeteria Assistants (Including Kitchen Hands)		
	1st six months .....	\$132.44
	After six months service .....	\$135.45
	After one years service .....	\$138.44

## SHIFT ALLOWANCE

2. (a) A worker (other than a casual or part-time worker) who is called upon to work any part of his daily hours after midnight or earlier than 7 a.m., shall be deemed to be working a night shift and shall receive a shift allowance of \$3.00 per shift worked or \$15.00 per week, to be paid in addition to the wages specified in Clause 1 of this Agreement.

(b) A worker (other than a casual or part-time worker) who is called upon to work any part of his daily hours after 4 p.m. or earlier than midnight shall be deemed to be working an afternoon shift and shall receive a shift allowance of \$2.50 per shift or \$12.50 per week.

(c) Workers employed on night and afternoon shifts entitled to payment under this Clause shall not receive the half-hourly payment for working after midnight as specified in subclause 2 (d) of the N.Z. Tearooms & Restaurant Employees' Award.

## CASUAL AND PART-TIME WORKERS

3. (a) Where a casual worker is employed, he or she will be required to work four or more hours per day (and not more than six hours per day) and shall be paid at pro-rata ordinary wage rates plus 10%.

(b) Where a part-time worker is employed, he or she shall be paid the wages prescribed in subclause (a) above for casual workers, and a permit from the worker's union shall be required as specified in Clause 12 (b) of the N.Z. Tearooms and Restaurants Employees' Award.

## UNIFORM AND LAUNDRY ALLOWANCE

4. The provisions of Clause 21 (f) of the N.Z. Tearooms and Restaurants Employees' Award relating to the uniform and laundry allowance applicable to cooks, shall apply to all cafeteria employees. This provides for a uniform allowance of \$1.02 per week and a laundry allowance of \$1.70 per week.

## SHOE ALLOWANCE

5. It shall be a condition of employment that closed white shoes be worn by employees during working hours. A shoe allowance of 50 cents per week will be paid to all employees and the employer will make suitable footwear available at wholesale prices.

## ANNUAL HOLIDAYS

6. (a) In addition to Clause 5 of the N.Z. Tearooms and Restaurants Employees' Award, workers employed regularly on rotating shifts or continuously on afternoon or night shifts shall, upon completion of 12 months service, be allowed one week's extra annual leave.

The extra week's holiday shall be allowed either in conjunction with or separately from the normal holiday as the employer may decide, and as far as practicable to meet the wishes of the worker, or subject to a mutual

arrangement between the worker and his employer, one week's wages in lieu of the extra weeks holiday may be paid.

Workers employed on qualifying shifts for over six months but less than twelve months shall be allowed a corresponding proportion of the extra weeks holiday.

(b) Where it is customary for the employer to allow holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of these workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to any annual holiday; then that worker shall not be entitled to any wages for the period of the closure, but the employer shall before that date, pay to him, in addition to all other amounts due to him at that date, an amount equal to 6% of his gross earnings during the time from the date of commencement of his employment up to the date when the premises are closed or the work is discontinued and for the purpose of the Annual Holidays Act 1944 and its Amendments, the next period of his employment shall be deemed to commence on that date.

#### REDUNDANCY

7. Workers covered by this Agreement shall receive the compensation payments specified in the existing Feltex/Reidrubber Ltd. Redundancy Agreement, and workers shall be given as much notice of redundancy as possible but not less than four weeks.

#### DISTURBANCE ALLOWANCE

8. (a) Workers who are telephoned at home and requested to work outside their scheduled hours shall be paid a disturbance allowance of 92.8 cents a call.

(b) Where a worker agrees to a telephone request to start work immediately on a shift already in progress, he shall be paid an allowance of \$3.02 in addition to the allowance in (a) above.

#### EXCLUSION OF REMUNERATION (GENERAL INCREASE) REGULATIONS 1979

9. The rates of Remuneration prescribed by this agreement are not to be increased by the application of the provisions of Section 3 of the Remuneration Regulations 1979 dated at Wellington 13 August 1979.

#### TERM OF AGREEMENT

10. This Agreement will come into effect as from 17 April 1980 and shall remain in force until 16 April 1981. (12 months term.)

For and on behalf of the Auckland Hotel, Hospital, Restaurant and Related Trades Employees' Industrial Union of Workers:

R. G. Revell.

For and on behalf of Morris Catering Limited:

G. A. Trotter.

#### 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.