

Please post in a Conspicuous Place accessible to Workers

**Nationwide Food Service (New
Zealand) Limited, Tiwai Point
Employees — Collective Agreement
(Voluntary)**

Dated 12/3/82

NOTE: See clause 40 herein for the date on which rates of wages come into force.

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Nationwide Food Service (New Zealand) Limited, Tiwai Point Employees Dispute of Interest between the Southland Hotel, Hospital, Restaurant, Licensed Restaurant and Related Trades Employees Industrial Union of Workers and Nationwide Food Services (New Zealand) 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 respect 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 12th day of March 1982.

(L.S.)

D.S. Castle, Judge.

Section 65

Form 5

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 Nationwide Food Service (NZ) Ltd., Tiwai Point Employees Dispute of Interest between The Southland Hotel, Hospital, Restaurant and Licensed Restaurant and Related Trades Employees Industrial Union of Workers and Nationwide Food Services (NZ) Limited.

To: The Registrar, The Arbitration Court of New Zealand.

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 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a Collective Agreement.

Dated at Invercargill this 9th day of February 1982.

For and on behalf of Nationwide Food Service (NZ) Ltd.

M. C. Birchfield, General Manager.

For and on behalf of The Southland Hotel, Hospital, Restaurant and Licensed Restaurant and Related Trades Employees Industrial Union of Workers:

M. Peck, Secretary.

An agreement between Nationwide Food Service (NZ) Ltd and the Southland Hotel, Hospital, Restaurant and Licensed Restaurant and Related Trades Employees Industrial Union of Workers.

1. This Agreement shall apply to all workers who are employed by Nationwide Food Services (NZ) Ltd in the cafeterias at Tiwai Point but excepting staff employed in the Bechtel Construction site canteen.

2. The Terms and Conditions of the New Zealand Tearooms and Restaurant Employees Award in force from time to time shall apply with the following modifications.

Clause 1.(d) EXEMPTIONS — Increase exemption figure by 10% to be \$15,400 per annum.

Clause 4 (a) SPECIAL HOLIDAYS — Where a worker is required to work on any of the holidays listed in Clause 4 (a), payment will be at double ordinary time rates in addition to ordinary wages.

Clause 5 (c) ANNUAL HOLIDAYS — Upon completion of seven years' current continuous service with the same employer or in the same establishment each worker shall for the seventh and subsequent years, be entitled to an annual holiday of four weeks instead of three weeks.

Clause 8 (a) SICK PAY — Alter award provision to allow 7 days per year instead of 5 days.

Clause 11 (b) WAGES — Award rates to be increased by 10% to provide the following weekly pays for workers in a 5-handed kitchen.

Chief Cook	\$225.51
Second Cook	\$194.83
Third Cook	\$190.14
Kitchen Hands.....	\$188.40

Clause 11 (e) GENERAL HAND/COUNTER HAND.... \$188.40 per week

Clause 11 (i) SERVICE ALLOWANCES — Increase award rates by 10% to provide weekly service payments as under:

After 1 year's current continuous service	\$4.40
After 3 years' current continuous service	\$6.60
After 5 years' current continuous service	\$8.80

Clause 11 (l) CANTEEN ALLOWANCE — In recognition of the special conditions, a payment of 20 cents per hour shall be paid to all workers.

Clause 11 (m) CLEANING PAYMENT — Workers engaged in cleaning the canteen facilities including equipment shall receive a payment of \$13.51 per week. Absences shall be deducted on a pro rata basis. This payment shall be in full satisfaction of all claims relating to the cleaning of this facility and equipment.

Clause 11 (n) REDUNDANCY — The employer shall advise the union, prior to the issuing of any redundancy notice to employees.

Clause 12 (c) HOURLY RATE FOR CASUAL AND PART-TIME WORKERS — The hourly rates of pay for casual and part-time workers shall be at a rate which is equal to 10% above award rates, to give:

Other Cooks	\$4.77 per hour
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Kitchen Hands and
Counter Hands..... \$4.75 per hour

Clause 12 (d) SERVICE ALLOWANCE — Service allowances will be at a rate equal to 10% above award rates.

Clause 12 (e) (ii) GENERAL CONDITIONS APPLICABLE TO CASUAL AND PART-TIME WORKERS — All casual and part-time workers required to work on Saturdays, Sundays and/or statutory holidays shall be paid for such time worked in accordance with Clause 22 of the award.

Clause 18 (c) TRAVELLING — Transport will be provided by the employer free of charge, to and from the work site, once per day.

(d) For all contingencies not elsewhere provided for, a payment of \$4.38 for each day worked, shall be paid to each worker.

(e) On occasions when an employee does, through giving adequate prior notice, secure leave without pay to attend personal or family matters, the ordinary hours lost for that week may be made up by agreement with the manageress, by altering rostered hours in the following pay period.

Clause 40 TERM OF AGREEMENT — 9 February 1982 until 8th February 1983.

Dated at Invercargill this 9th day of February 1982.

Signed for and on behalf of The Employer:
M. C. Birchfield, General Manager.

Signed for and on behalf of The Union:
M. Peck, Secretary/Advocate.

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.

The rates of remuneration determined by this collective agreement are NOT to be increased by the application of the provisions of the general order of the Arbitration Court made under the Economic Stabilisation (Cost-of-Living Increase) Regulations 1980.

(L.S.)

D. S. Castle, Judge.