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“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

**NATIONWIDE FOOD SERVICE (N.Z.)
LIMITED CAFETERIA WORKERS ON
THE HELLABY PEACH PRODUCTS
LIMITED—COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 28/8/85

NOTE: See clause 14 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 Nationwide Food Service (N.Z.) Limited Cafeteria Workers on the Hellaby Peach Products Limited Site Dispute of Interest

between the Northern Hotel, Hospital, Restaurant and Related Trades Employees Industrial Union of Workers and Nationwide Food Service (N.Z.) Limited and Hellaby and Peach Products 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 28th day of August 1985.

[L.S.]

D. S. CASTLE
JUDGE

NATIONWIDE FOOD SERVICE (NZ) LIMITED
CAFETERIA WORKERS' COLLECTIVE AGREEMENT
(HELLABY AND PEACH PRODUCTS LIMITED)

Section 65

Form 5

Regulation 9 (4)

UNDER THE INDUSTRIAL RELATIONS ACT 1973
SUBMISSIONS OF VOLUNTARY SETTLEMENT FOR
REGISTRATION

IN THE MATTER of the Industrial Relations Act 1973

AND IN THE MATTER of the Nationwide Food Service (NZ) Limited Cafeteria Workers' employed on the Hellaby Peach Products Limited Site Dispute of Interest

BETWEEN the Northern Hotel, Hospital, Restaurant and Related Trades Employees' Industrial Union of Workers

AND Nationwide Food Service NZ Limited

AND Hellaby and Peach Products Limited

TO: THE REGISTRAR OF THE ARBITRATION COURT OF N.Z.

WE HEREBY submit to you a signed copy of the terms of voluntary settlement of the abovementioned 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 Auckland this 21 June 1985.

FOR AND ON BEHALF OF

The Northern Hotel, Hospital, Restaurant and Related Trades Employees' Industrial Union of Workers

R. J. Barker

FOR AND ON BEHALF OF

Hellaby and Peach Products Limited

J. Rapling

FOR AND ON BEHALF OF

Nationwide Food Service (NZ) Limited

A. White

SCHEDULE

1. INDUSTRY TO WHICH AGREEMENT APPLIES

This agreement shall apply to workers as classified in this agreement and employed by Nationwide Food Services (NZ) Limited whilst employed on the Hellaby and Peach Products Limited site.

2. APPLICATION OF AGREEMENT

This agreement shall be applied in conjunction with the New Zealand Tearoom and Restaurant Employees' Award and in matters specifically covered by this agreement shall prevail over that award or any other award or agreement made and registered pursuant to the Industrial Relations Act 1973.

3. UNDERTAKING OF PARTIES

The parties to this agreement mutually agree to do, observe, and perform every matter and thing provided for by this agreement and shall not do anything contrary thereto but shall in all aspects abide by and perform the same.

4. WAGES

Chief Cook	\$6.92 per hour
Other Cooks	\$6.71 per hour
Kitchen/Counter Hands	\$6.64 per hour

5. SERVICE ALLOWANCE

In addition to the rates specified in the wages clause in this Agreement, an adult worker shall be paid the following:-

- (i) After 1 year's continuous service with the same employer 11.8¢ p.h.
- (ii) After 2 years' continuous service with the same employer 16.2¢ p.h.
- (iii) After 3 years' continuous service with the same employer 20.5¢ p.h.

- (iv) After 4 years' continuous service with the same employer 24.8¢ p.h.
- (v) After 5 years' continuous service with the same employer 29.2¢ p.h.
- (vi) After 10 years' continuous service with the same employer 37.8¢ p.h.

The allowances prescribed in this clause shall count in the calculation of overtime and penal rates and shall be paid to the worker when on paid leave.

6. **OTHER ALLOWANCES**

- (a) Leading Hand Allowance \$5.33 per day
- (b) Footwear Allowance \$1.10 per week

7. **HOURS OF WORK**

The hours of work shall not exceed forty per week, or eight per day, to be worked between 6.00 a.m. and 4.00 p.m. on five days of the week, Monday to Friday inclusive.

8. **OVERTIME**

- (a) All work done on any one day Monday to Friday inclusive in excess of the hours specified, or before the time specified for commencing work, or after the time for ceasing work, shall be deemed to be overtime and shall be paid for at time and a half rates for the first three hours and double time thereafter.
- (b) Saturday work—overtime rates of pay shall be paid at time and a half rates for the first three hours and double time thereafter, with a minimum call out of four hours.
- (c) When a worker has been notified and has agreed to work overtime—if such overtime is cancelled such workers shall receive a minimum of one hour's pay at overtime rates.
- (d) When a worker is called out to work on a Sunday or on a public holiday, such worker shall receive a minimum of four hours at double time rates.

9. **CASUAL AND PART-TIME WORKERS**

- (a) Casual or part-time workers shall receive a minimum payment of four hours per day and shall not have his or her daily work hours broken except for rest intervals or meal breaks.
- (b) Casual or part-time workers working in excess of 30 ordinary hours per week shall be classified as a full-time worker and paid accordingly.
- (c) The rate of pay for casual or part-time employees shall be as in clause 4 of this Agreement.

10. **REDUNDANCY**

- (a) The employer shall advise the Union of any impending redundancy situations prior to issuing 3 months' notice of termination to the affected employees.
- (b) All employees to be declared redundant will receive three months notice of the termination of their employment.

11. **DEDUCTION OF UNION DUES**

The employer shall deduct union fees weekly from union members covered by this Agreement and shall remit such fees to the Union office on a monthly basis.

12. **GENERAL NOTES**

- (a) Upon implementation of this Agreement the following clauses contained within the N.Z. Tearoom and Restaurant Employees' Award shall no longer apply to employees working under this Agreement.
 - (i) Clause 3 (a) (b) and (c)—Weekly Holidays
 - (ii) Clause 4 (b)—Special Holidays
 - (iii) Clause 21 (j)—Shoe Allowance
 - (iv) Clause 18 (a) (b)—Travelling Expenses
- (b) Increase to the rates prescribed in this agreement will be determined by movements in the rates prescribed in Schedule A and Schedule B (b) of the R & W Hellaby Ltd—Peach and Vienna Foods Employees—Collective Agreement.
- (c) All other allowances and conditions will be paid in accordance with the N.Z. Tearoom and Restaurant Employees' Award.

13. **STOP WORK MEETINGS**

The parties agree that in the interests of good industrial relations, paid stop work meetings are positive, and the number and basis on which they occur are to be mutually agreed.

14. **TERM OF AGREEMENT**

This Agreement will be deemed to come into force on the 1st March 1985 and shall remain in force until 31 December 1985.

DATED the 21st day of June 1985.

Signed for and on behalf of
Hellaby and Peach Products Limited

J. Rapling

Signed for and on behalf of
Nationwide Food Services (N.Z.) Limited

A. White

Signed for and on behalf of
the Northern Hotel, Hospital, Restaurant and Related Trades Employees'
Industrial Union of Workers

R. J. Barker

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.

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 nine months from the date of registration.

The provisions of clause 11 should be read in light of the Wages Protection Act 1983 as amended.

[L.S.]

D. S. CASTLE
JUDGE

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.