1654

Please post in a conspicuous place accessible to workers

"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."

U.E.B. INDUSTRIES (CHRISTCHURCH SPINNING) STAFF CAFETERIA—COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 22/10/85

NOTE: See clause 7 herein for the date on which rates of wages come into force.

Published and issued by the Arbitration Court of New Zealand

16296

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 U.E.B. Industries (Christchurch Spinning) Staff Cafeteria Dispute of Interest

between the Canterbury Hotel, Hospital, Restaurant, Club and Related Trades Employees' Industrial Union of Workers and U.E.B. Industries Limited (Christchurch Spinning)

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 22nd day of October 1985.

[L.S.]

N. P. Williamson JUDGE

<u>UEB INDUSTRIES LIMITED (CHRISTCHURCH SPINNING)</u> <u>STAFF CAFETERIA AGREEMENT</u>

Sec 65

Form 5

Under the Industrial Relations Act 1973 <u>SUBMISSION OF VOLUNTARY SETTLEMENT FOR</u> <u>REGISTRATION</u>

In the Matter of the Industrial Relations Act 1973

AND In the Matter of the UEB Industries Limited (Christchurch Spinning) Staff Cafeteria Workers dispute of interest

<u>BETWEEN</u> The Canterbury Hotel, Hospital, Restaurant, Club and Related Trades Employees' Industrial Union of Workers

AND UEB Industries Limited (Christchurch Spinning)

To: The Registrar of the Arbitration Court of New Zealand

<u>WE HEREBY</u> submit to you a signed copy of the terms of a 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 Christchurch this 25th day of September 1985

For and on behalf of UEB Industries Limited (Christchurch Spinning) R. Larsen, Plant Production Manager and Authorised Agent

Reg 9 (4)

16297

For and on behalf of the Canterbury Hotel, Hospital, Restaurant, Club and Related Trades Employees' Industrial Union of Workers G. Harding, Secretary and Authorised Agent

SCHEDULE

ARRANGEMENT

- 1: Industry to which agreement applies
- 2: Company Service Allowance
- 3: Technology Allowance
- 4: In Lieu Bonus
- 5: Flexibility Allowance
- 6: Work Delegates
- 7: Term of Agreement

1. INDUSTRY TO WHICH AGREEMENT APPLIES

This agreement shall apply to members of the Canterbury Hotel, Hospital, Restaurant, Club and Related Trades Industrial Union of Workers at the UEB Industries Limited, Christchurch Spinning Site (Maces Road).

2.

COMPANY SERVICE ALLOWANCE

- (a) For current continuous service with UEB Industries each worker shall be paid the appropriate company service allowance in addition to any service allowance provided in the New Zealand Tearooms and Restaurant Award.
- (b) After six months' service—11.7 cents per hour After one year's service—12.4 cents per hour After two years' service—16.5 cents per hour After three years' service—17.7 cents per hour After four years' service—19.7 cents per hour After five years' service—20.7 cents per hour After six years' service—22.9 cents per hour After seven years' service—22.9 cents per hour
- (c) The Company Service Allowance shall count as part of the ordinary hourly or weekly rate for the purposes of calculating overtime, penal rates and paid leave entitlements.

3.

TECHNOLOGY ALLOWANCE

(a) In recognition of the need to introduce new technology, the Union and the employer agree as follows:

- (i) The employer agrees to pay a technology allowance to all workers covered by this agreement of 15 cents per hour.
- (ii) The Union agrees not to unreasonably withhold its consent to the introduction of new technology.
- (iii) The employer agrees to notify the Union Secretary at least one month before the introduction of new technology.
- (iv) The Union and the employer agree that where a dispute about the introduction of new technology arises, that dispute will be dealt with strictly in accordance with the Disputes procedure set out in clause 30 of the New Zealand Tearooms and Restaurant Employees Award.

(v) Failure to follow this agreed procedure will give the employer the right to withhold the technology allowance until such time as the matter has been resolved through the established disputes procedure.

(b) New technology is defined, for the purpose of this agreement, as any plant introduced into the staff cafeteria operation that is not simply a replacement of existing plant.

4.

IN LIEU BONUS PAYMENTS

(a) All workers covered by this agreement shall be paid an in lieu bonus payment at the rate of \$1.10 per clock hour worked.

(b) The In Lieu Bonus Payment shall be indexed to the percentage increase in wage rates specified in the New Zealand Tearooms and Restaurant Employees Award.

(c) The In Lieu Bonus Payment shall be increased by any general increase in rates of remuneration made pursuant to the Economic Stabilisation Act or similar enabling legislation.

(d) Such indexation shall have effect from the date that the Award or general increase takes effect.

(e) The In Lieu Bonus Payment shall be paid for all hours allowed for annual and statutory holidays.

5.

FLEXIBILITY ALLOWANCE

In recognition of the existing flexibility of staff, in respect of rostered working hours, and with the expectation that that flexibility will continue, the employer agrees to pay a flexibility allowance to all workers covered by this agreement of 84 cents per hour.

6.

WORK DELEGATES

(a) The employer recognises the right of workers to elect a delegate, subject to the Rules of the Union. A delegate shall, with the consent of the employer (such consent not to be unreasonably withheld), be permitted reasonable access to a telephone and privacy for the purpose of carrying out the business associated with the position of union delegate.

(b) With the employer's consent (which consent shall not be unreasonably withheld) a properly elected delegate shall be granted reasonable time to attend course of instruction, approved by the Trade Union Training Board, without loss of pay. There shall be a limit of three days paid leave per delegate per year.

(c) A delegate has a responsibility to inform the supervisor of his/her absence from his/her work place on union business.

7.

TERM OF AGREEMENT

This agreement shall come into force on 29 July 1985 and remain in force until 29 July 1986.

Dated this 25th day of September 1985.

UEB Industries Limited (Christchurch Spinning)

R. Larsen, Plant Production Manager

and Authorised Agent

Canterbury Hotel, Hospital, Restaurant, Club and Related Trades Employees Industrial Union of Workers

G. Harding, Secretary and Authorised Agent J. McKinney, Work Delegate

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.

[L.S.]

N. P. Williamson JUDGE

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