Please post in a conspicuous place accessible to workers

NATIONWIDE FOOD SERVICE (NEW ZEALAND) LIMITED, TIWAI POINT EMPLOYEES — COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 5/6/85

NOTE: See clause 39 herein for the date on which rates of wages come into force.

Form 6 Doc. 651

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 <u>and</u> Nationwide Food Service (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 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 5th day of June 1985.

(L.S.) D. S. CASTLE

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) Limited, 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 Service (NZ) Limited.

To: The Registrar
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 12th day of April 1985

For and on behalf of Nationwide Food Service (NZ) Limited

K E Frampton 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) Limited 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 Service (NZ) Limited in the cafeterias at Tiwai Point.
- (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.

1. INDUSTRY TO WHICH COLLECTIVE AGREEMENT APPLIES

(d) Exemptions — Increase exemption figure by 10% to be \$17,094 per annum.

4. SPECIAL HOLIDAYS

All workers required to work on a statutory day as listed in clause 4(a) shall be paid at double ordinary rates in addition to the ordinary rate.

5. ANNUAL HOLIDAYS

(c) 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.

8. SICK PAY

- (a) Alter award provision to allow 10 days per year instead of 5 days.
- (b) Alter award provision to allow up to 30 days accumulation of sick pay instead of 20 days accumulation of sick pay.

11. CLASSIFICATION AND WAGES

(b) Award rates to be increased by 10% to provide the following weekly pays for workers in a 6-handed kitchen:

Chief Cook	\$259.23
Second Cook	\$224.96
Third Cook	\$214.54
Kitchen Hand	\$212.57

- (e) General Hand/Counterhand \$212.57 per week
- (i) Service Allowance Increase award rates by 10% to provide weekly service payments as under:

After 1 year's current continuous service	\$4.71
After 3 year's current continuous service	\$7.06
After 5 year's current continuous service	\$9.42
New step After 8 year's current continuous service	\$11.80

- (l) Canteen Allowance In recognition of the special conditions, a payment of 30 cents per hour shall be paid to all workers.
- (m) Cleaning Payment Workers engaged in cleaning the canteen facilities including equipment shall receive a payment of \$14.86 per week, or 37.15 cents per hour to a maximum payment of \$14.86 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.
- (n) Shampoo Allowance In lieu of providing shampoo the employer shall pay an allowance of \$1.36 per week to each worker.
- (o) Redundancy The employer shall advise the union prior to the issuing of any redundancy notice to employees.

12. CASUAL AND PART-TIME WORKERS

(c) Hourly rates for casual and part-time workers.

The hourly rates of pay for casual and part-time workers shall be at a rate which is 10% above award rates, to give

Other Cooks	Hourly rate 5.38	Saturday 8.07	Sunday 10.76	Statutory Holidays 16.14
Kitchen Hands and Counter Hands	5.36	8.04	10.72	16.08

(d) Service Allowance — Service allowances will be at a rate equal to 10% above the award rates, as follows:

After 1 year's current continuous service	12.1 cents per hour
After 3 year's current continuous service	17.60 cents per hour
After 5 year's current continuous service	23.10 cents per hour
New step	•
After 8 year's current continuous service	29.5 cents per hour

18.

TRAVELLING EXPENSES

- (c) 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 \$5.36 for each day worked shall be paid to each worker.
- (e) On occasions where an employee does, through giving adequate prior notice, secure leave without pay to attend family or personal 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.

39. TERM OF AGREEMENT

1 March 1985 — 28 February 1986

Dated at Invercargill this 12th day of April 1985.

Signed for and on behalf of the employer

K E Frampton, General Manager NATIONWIDE FOOD SERVICE (NEW ZEALAND) LIMITED

Signed for and on behalf of the union

M Peck, Secretary
SOUTHLAND HOTEL HOSPITAL RESTAURANT LICENSED
RESTAURANT AND RELATED TRADES EMPLOYEES INDUSTRIAL
UNION OF WORKERS

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.)

D. S. CASTLE, JUDGE