

**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.”

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**FISHER CATERING SERVICES LIMITED  
CAFETERIA WORKERS, ON THE  
FELTEX/REIDRUBBER SITE —  
COLLECTIVE AGREEMENT  
(VOLUNTARY)**

**Dated 4/9/86**

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NOTE: See clause 15 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 Fisher Catering Limited Cafeteria Workers, on the Feltex/Reidrubber Site Dispute of Interest;

between the Northern Hotel, Hospital, Restaurant and Related Trades Employees Industrial Union of Workers and Fisher Catering Services 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 4th day of September 1986.

(L.S.)

N. P. WILLIAMSON  
JUDGE

**FISHER CATERING SERVICES LIMITED CAFETERIA WORKERS ON  
THE FELTEX/REIDRUBBER SITE AT PENROSE, AUCKLAND  
COLLECTIVE AGREEMENT**

SECTION 65

Reg 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 Fisher Catering Services Limited Cafeteria Workers on the Feltex/Reidrubber site at Penrose, Auckland, dispute of interest. Between the Northern Hotel, Hospital, Restaurant and Related Trades Employees Industrial Union of Workers and Fisher Catering Services Limited.

TO: The Registrar of the Arbitration Court of New Zealand

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. Attached is an affirmation by the parties as to the date of Agreement and settlement of the dispute.

DATED at Auckland this 30th day of April 1986.

FOR AND ON BEHALF OF —

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

G. FRYER, Union Organiser.

FOR AND ON BEHALF OF —

Fisher Catering Services Limited

M. CHURCH, Manager.

**AGREEMENT**

An agreement between Fisher Catering Services Limited and the Northern Hotel, Hospital, Restaurant and Related Trades Employees' Industrial Union of Workers relating to conditions of employment of cafeteria workers employed by Fisher Catering Services Limited on the Feltex/Reidrubber site, Penrose, Auckland.

The provisions of the New Zealand Tearoom and Restaurant Employees' Award will apply with the following variations to meet site circumstances.

**1. WAGES**

The following shall be the weekly wage rates:

**(a) Cooks —**

1st Cook .....	\$296.46
2nd Cook .....	256.64
Night Cook.....	269.88

**(b) Cafeteria Assistants (including kitchenhands)**

1st 6 months .....	242.72
After 6 months service .....	248.00
After 1 year's service .....	253.24
After 5 years' service .....	258.75

**2. SHIFT ALLOWANCE**

(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 \$4.45 per shift worked or \$25.69 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 \$4.28 per shift or \$21.42 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. Tearoom and Restaurant Employees' Award.

**3. MEALS AND MEAL BREAKS**

(a) No worker shall be employed for more than five hours, or five and a half hours if the normal tea breaks are observed, without an interval of not less than half an hour for a meal.

(b) At the time of the half hour meal break a meal shall be provided by the company for workers. The meal shall be the "Meal of the Day" or the equivalent.

**4. CASUAL & PART-TIME WORKERS**

(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 wages rates plus 10%.

(b) Where any casual worker is required to work hours in excess of those stipulated in Clause 4 (a) hereof those hours shall be paid as overtime on the rate for the day.

(c) Where a part-time worker is employed, he or she shall be paid at the rate of pay for the day for a full-time worker plus 10% and a permit from the Workers' Union shall be required as specified in Clause 12 (b) of the N.Z. Tearoom and Restaurant Employees' Award.

## 5. **UNIFORM & LAUNDRY ALLOWANCE**

The provisions of Clause 21 (f) of the New Zealand Tearoom and Restaurant 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 \$1.87 per week and a laundry allowance of \$3.14 per week.

## 6. **SHOE ALLOWANCE**

It shall be a condition of employment that closed shoes be worn by all employees during working hours and a shoe allowance of \$1.87 per week shall be paid to all employees.

## 7. **ANNUAL HOLIDAYS**

(a) In addition to Clause 5 of the New Zealand Tearoom and Restaurant 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 week's 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 week's holiday.

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 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 Holidays Act 1981, the next period of his employment shall be deemed to commence on that date.

(b) At the completion of 7 years' service on the site each worker shall, for the seventh and subsequent years, be entitled to an extra week's annual holiday to be paid as prescribed in this agreement.

This extra week's holiday may be taken either in conjunction with or separate from the normal annual leave as shall be mutually arranged between the employee and the employer.

(c) Annual Holiday Pay:

Annual Holiday pay shall be computed inclusive of the weekly productivity bonus.

8. **SPECIAL HOLIDAYS FOR LONG SERVICE**

In recognition of long service workers shall be entitled to special holidays as follows:

- (a) 2 weeks after 15 years and before 20 years
- (b) 2 weeks after 20 years and before 25 years
- (c) 3 weeks after 25 years and before 30 years
- (d) 3 weeks after 30 years and before 35 years years
- (e) 5 weeks after 35 years of continuous service

9. **SICK PAY**

(a) After six months continuous service on site all workers shall be entitled to five days sick pay at the appropriate Monday to Friday rate applicable to that worker and for the number of hours normally worked on those days.

(b) Sick pay shall accumulate up to 35 days by carrying forward from one year to another any unused entitlement.

10. **REDUNDANCY**

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 the amount specified in that agreement.

11. **TRANSFERS**

(a) Where any worker is temporarily transferred to another site the worker shall continue to be employed under the terms of this agreement.

(b) Where such transfer occurs the worker shall be paid an allowance equal to the amount paid to on call employees called to work at any site.

12. **DISTURBANCE ALLOWANCE**

(a) Workers who are telephoned at home and requested to work outside their scheduled hours shall be paid a disturbance allowance of \$1.59 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 \$5.04 in addition to the allowance in (a) above.

(c) Any worker who agrees to a telephone request as described in Clause 12 (a) hereof where that worker's normal means of public transport to and/or from work is not available shall be provided with transport to and/or home by the employer.

13. **JURY SERVICE**

Where a worker is obliged to undertake Jury Service the difference between the fees (excluding reimbursing payments) paid by the Court and the appropriate rate ordinarily payable to that worker if they had been at work shall be paid by the employer provided:

(a) That the worker produces the Court expenses voucher to the employer.

(b) That the worker returns to work immediately on any day he is not actually serving on a Jury.

These payments should be made for up to a maximum of 5 days in respect of each separate period of Jury Service.

14. **CONTRACTING OF CAFETERIA SERVICE**

Where any decision as to the contracting out of the cafeteria services to any other person, group or company is reached by the employer the Union shall be notified of that intention as soon as possible, but not less than one month before any such agreement is made. Continuity of employment and service shall be guaranteed for all employees currently employed at the time of such proposed transfer of employment. The effect of this Clause shall not otherwise alter the normal terms and conditions of employment.

15. **TERM OF AGREEMENT**

This Agreement will come into effect as from the 2nd day of January 1986 and shall remain in force until the 31st day of December, 1986.

**DATED** at Auckland this 30th day of April, 1986.

**FOR AND ON BEHALF OF**

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

G. FRYER, Union Organiser.

**FOR AND ON BEHALF OF**

Fisher Catering Services Limited

M. CHURCH, Manager.

**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 parties' settlement for a shortened term has the Court's consent pursuant to section 92(2) of the Industrial Relations Act 1973 and Regulation 6(3) of the Wage Adjustment Regulations 1974.

The Court records that this agreement is binding only on the parties signatory hereto, and its application can only be extended to cover any other party in terms of sub-section 6 of section 65 of the Industrial Relations Act 1973 with the filing of a Notice of Concurrence.

The Court has registered the collective agreement as submitted but draws the parties' attention to the operation of clause 10, Redundancy, which should be read in light of Part IIIA of the Wage Adjustment Regulations 1974 as amended.

(L.S.)

N. P. WILLIAMSON  
JUDGE