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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.”

**INVERCARGILL LICENSING TRUST
TIWAI POINT EMPLOYEES —
COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 2/7/86

NOTE: See clause / 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 Invercargill Licensing Trust Tiwai Point Employees Dispute of Interest between the Industrial Licensing Trust and the Southland Hotel, Restaurant, Licensed Restaurant and Related Trades Employees Industrial Union of Workers.

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 2nd day of July 1986.

(L.S.)

D. D. FINNIGAN,
JUDGE.

Section 65

Form 5

Regulation 9(4)

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

IN THE MATTER of the Industrial Relations Act 1973;

AND

IN THE MATTER of the Invercargill Licensing Trust, Tiwai Point Employees Dispute of Interest

BETWEEN the Invercargill Licensing Trust,

AND

The Southland Hotel, Hospital, Restaurant and Licensed Restaurant and Related Trades Employees Industrial Union of Workers

To the Registrar, Arbitration Court

We hereby submit to you a signed copy of the terms of 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 23rd DAY OF APRIL 1986.

For and on behalf of Invercargill Licensing Trust

G. J. Mulvey, Finance and Operations Manager.

O. J. Henderson, Chairman.

R. M. Hunter, Deputy Chairman.

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 the Invercargill Licensing Trust 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 the Invercargill Licensing Trust 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 \$20,342 per annum.

4. SPECIAL HOLIDAYS

All workers required to work on a statutory day as listed in clause 4(a) shall either;

- (i) be paid at double ordinary rates in addition to the ordinary rate.
- (ii) be paid at double ordinary rates and receive one day's paid holiday in lieu which shall be taken at a time to be mutually agreed between the worker and the employer.

5. ANNUAL HOLIDAYS

(c) Upon completion of six years current continuous service with the same employer or in the same establishment, each worker shall for the sixth 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 35 days accumulation of sick pay instead of 25 days accumulation of sick pay.

(g) All casual and part-time workers shall be entitled to the provisions of this clause on a pro rata basis, provided the sickness falls on a day regularly worked. Except in the case of workers employed specifically under clause 16 Special Occasions, to whom the sick pay shall not apply.

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	\$308.50
Second Cook	\$267.71
Third Cook	\$255.31
Kitchen Hand	\$252.97

(e) General Hand/Counterhand\$252.97 per week

(i) Service Allowance — Increase award rates by 10% to provide the following weekly service pays.

After 6 months current continuous service.....	\$3.52
After 1 years current continuous service.....	\$5.50
After 2 years current continuous service.....	\$6.92
After 3 years current continuous service.....	\$8.34
After 4 years current continuous service.....	\$9.68
After 5 years current continuous service.....	\$11.02
New Step After 8 years current continuous service.....	\$13.77

(l) Canteen Allowance — In recognition of the special conditions a payment of 40 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 \$17.39 per week, or 43.46 cents per hour to a maximum payment of \$17.39 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 \$2.00 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:

	Hourly rate	Saturday	Sunday	Statutory Holidays
Other cooks	6.40	9.60	12.80	19.20
Kitchen hands and Counter hands.....	6.38	9.57	12.76	19.14

(d) Service Allowance — All casual and part-time workers shall receive the following service allowances, at a rate equal to 10% above the award rates, as follows:

After 6 months current continuous service.....	8.8 cents per hour
After 1 years current continuous service.....	14.3 cents per hour
After 2 years current continuous service.....	17.6 cents per hour
After 3 years current continuous service.....	20.9 cents per hour
After 4 years current continuous service.....	24.2 cents per hour
After 5 years current continuous service.....	27.5 cents per hour
After 8 years current continuous service.....	35.1 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 \$6.38 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.

21. UNIFORMS AND APRONS

(k) The employer shall provide each employee with three uniforms.

(l) Employees required to change hot fat in deep fryers shall be supplied with adequate safety clothing i.e. gumboots and aprons.

TERM OF AGREEMENT

1st day of pay week on or after 1st March 1986 — 19th March 1987.

Dated at Invercargill this 23rd day of April 1986.

Signed for and on behalf of the Employer.

G. J. Mulvey, Finance and Operations Manager, Invercargill Licensing Trust.

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 one year from the date of registration.

(L.S.)

D. D. FINNIGAN,
JUDGE

NOTE: This document was previously known as Nationwide Food Service (New Zealand) Limited, Tiwai Point Employees Collective Agreement (Voluntary). It was last registered on 5.6.85 and appears on page 10433 in the 1985 Book of Awards. The document number is unchanged.