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**NATIONWIDE FOOD SERVICE (N.Z.)  
LIMITED CAFETERIA WORKERS'  
(NZFP—PENROSE AND WHAKATANE  
SITES)—COLLECTIVE AGREEMENT  
(VOLUNTARY)**

**Dated 31/7/87**

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NOTE: See clause 11 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 (NZ) Limited Cafeteria Workers' (NZFP—Penrose and Whakatane Sites) Dispute of Interest between the Northern Hotel, Hospital, Restaurant and Related Trades Employees Industrial Union of Workers and Nationwide Food Service (NZ) 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 31st day of July 1987.

(L.S.)

N. P. WILLIAMSON  
JUDGE

NATIONWIDE FOOD SERVICE (NZ) LIMITED  
CAFETERIA WORKERS' COLLECTIVE AGREEMENT  
(NZFP—PENROSE AND WHAKATANE SITES)

Sec. 65

FORM 5

Reg. 9 (4)

UNDER THE INDUSTRIAL RELATIONS ACT 1973  
SUBMISSIONS FOR 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'  
dispute of interest

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

AND Nationwide Food Service  
(NZ) 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 abovenamed 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 27th day of May 1987

FOR AND ON BEHALF OF

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

Glenda Fryer  
Union Organiser

FOR AND ON BEHALF OF

Nationwide Food Service (NZ) Limited

M. R. Nicholson  
Managing Director

**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 Penrose site of NZ Forest Products Limited and the Whakatane site of Whakatane Board Mills Limited.

**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 respects abide by and perform the same.

**4. SICK PAY**

- (a) (i) After three months' continuous service with the same employer or in the same establishment, all workers who work five days a week shall be entitled in each subsequent year of service to sick pay for up to ten days at the appropriate Monday to Friday rate applicable to that worker and for the number of hours normally worked on those days by the worker but not exceeding eight hours' pay on any one day.
- (ii) Workers engaged under paragraph (ii) of subclause (a) of clause 2 of the NZ Tearoom and Restaurant Employees Award shall be entitled to sick leave on the basis of four days per annum at ten hours' ordinary pay per day.
- (b) Sick pay shall accumulate up to 30 days by carrying forward from one year to another any unused sick pay of up to 20 days.
- (c) Absences of one day may be paid at the employer's discretion.

(d) The employer may at his discretion require the production of a medical certificate as proof of illness.

(e) It shall be obligatory on the worker to ensure notice is given to the employer on the first day of absence due to illness.

(f) Wherever possible workers should notify the employer on the day prior to recommencing work after sickness.

(g) All casual and part-time workers regularly employed for three or more days per week 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 of the NZ Tearoom and Restaurant Employees Award, Special Occasions, to whom the sick pay shall not apply.

(h) Sick pay shall not be paid for any day in respect of which any holiday pay is required to be paid to the worker.

(i) The employer shall have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

(j) Where a worker becomes ill after commencing work on a day prior to the completion of four hours of duty and his supervisor approves his release from duty on account of such illness he may receive four hours of paid sick leave subject to his having sufficient sick leave entitlement accrued under the preceding provisions.

This clause shall not apply where a worker has completed more than four hours work on the day of such illness.

(k) A worker who becomes incapacitated as a result of illness or injury while on annual leave, may, if such incapacity extends over a period of not less than five consecutive calendar days within the annual leave period, elect to have the days so involved debited against his sick leave entitlement and not against his annual leave entitlement to the extent that this may be possible having regard to his accumulated sick leave entitlement provided that:

- (a) The worker produces a medical certificate to the effect that he would have been unable to work during the said period.
- (b) The worker returns to duty immediately following the expiry of the original annual leave period or the day of expiry of the certified sick leave whichever is the later.
- (c) The number of annual leave days so replaced by sick leave days be taken at a mutually acceptable time subsequent to his return to duty and be paid for as if it were a period of sick leave.

## 5. SATURDAY AND SUNDAY WORK

Except as elsewhere provided in the NZ Tearoom and Restaurant Employees Award, other than in clause 22 (a) where a worker is required to perform work on a Saturday as part of his normal working week, he shall be paid for the time worked on such Saturday at the rate of time and one half his ordinary rate for the first three hours and at double his ordinary rate thereafter, provided that all work after noon on a Saturday and all day Sunday, shall be paid for at double his ordinary rate of pay.

## 6. SPECIAL HOLIDAYS

In lieu of the provision of clause 4 (a) of the NZ Tearoom and Restaurant Workers Award a worker who works on Christmas Day, Boxing Day, New Years Day, 2nd January, or a day in lieu by mutual consent, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the

birthday of the reigning Sovereign, and Anniversary Day or a day observed in lieu thereof shall be paid for all time worked on such day at double ordinary rates of pay in addition to any payment falling due pursuant to clause 4 (b) of the said award.

## 7. WAGES

In lieu of the provisions of clause 11 (b) and 12 (c) of the NZ Tearoom and Restaurant Employees Award the following rates shall apply

1st Cook	9.300
2nd Cook	8.900
3rd Cook	8.242
C.A. after 3 months	7.935
C.A.	7.658

## Allowance

An allowance of 35¢ per hour worked shall be paid to workers covered by this agreement in recognition of productivity improvements which have been implemented.

## 8. SERVICE ALLOWANCE

In lieu of the provisions of clause 11 (i) of the NZ Tearoom and Restaurant Employees Award the following service allowance shall be paid—

- (a) For service exceeding one year 40.8 cents per hour.
- (b) For service exceeding two years 45.4 cents per hour.
- (c) For service exceeding three years 49.8 cents per hour.
- (d) For service exceeding four years 54.3 cents per hour.
- (e) For service exceeding five years 58.7 cents per hour.
- (f) For service exceeding six years 63.2 cents per hour.
- (g) For service exceeding seven years 67.6 cents per hour.
- (h) For service exceeding eight years 72.1 cents per hour.
- (i) For service exceeding nine years 76.8 cents per hour.
- (j) For service exceeding ten years 81.2 cents per hour.
- (k) Service now accrued qualified for the allowance.
- (l) Service must be continuous so that if a worker leaves or is discharged and returns to the employer, he commences afresh without service allowance and his qualification for the allowance runs from the date of return.
- (m) Service must be with the same employer and not merely in the industry. For the purposes of this clause Nationwide Food Services (NZ) Limited shall be deemed to be the employer.
- (n) Approved leave of absence will not debar any worker from the benefits of this clause.

## 9. GENERAL WAGE ORDERS

All General Wage Orders, Cost of Living Orders, Cost of Living Allowances, issued prior to the date hereof have been incorporated into the rates and payments set out herein and shall not be added to the payments shown. Any such order made after the date hereof shall be applied to the rates and payments set out herein according to its tenor.

10. **UNION MEMBERSHIP**

If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 112o of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement is engaged or employed by any employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person's engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment.

(Explanatory note in relation to expiry of union membership clause: This clause will expire on 23 December 1989 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

11. **EFFECTIVE DATE**

This agreement shall come into force on the 1st day of April 1987 and shall remain in force until the 31st day of March 1988.

In Witness whereof the parties hereto have executed these presents this twenty-seventh day of May 1987.

**FOR AND ON BEHALF OF**

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

Glenda Fryer  
Union Organiser

**FOR AND ON BEHALF OF**

Nationwide Food Service (NZ) Limited

M. R. Nicholson  
Managing Director

**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.

In light of receiving a certificate of result of union membership ballot dated 24 December 1986 pertaining to the applicant union, the Court has, pursuant to section 100 (1) of the Industrial Relations Act 1973, inserted a union membership clause and explanatory note as clause 10.

(L.S.)

N. P. WILLIAMSON  
JUDGE