

Please post in a conspicuous place accessible to workers

**DUNLOP NEW ZEALAND LIMITED,
UPPER HUTT CANTEEN
WORKERS—COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 3/4/87

NOTE: See clause 7 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 Dunlop New Zealand Limited, Upper Hutt Canteen Workers Dispute of Interest between Dunlop New Zealand Limited *and* the Wellington District Hotel, Hospital, 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 3rd day of April 1987.

(L.S.)

D. S. CASTLE
JUDGESECTION 65FORM 5REG. 9 (4)UNDER THE INDUSTRIAL RELATIONS ACT 1973SUBMISSION OF VOLUNTARY SETTLEMENT FOR
REGISTRATIONIN THE MATTER of the Industrial Relations Act 1973.AND IN THE MATTER of the Dunlop New Zealand Limited, Upper Hutt Canteen Workers Voluntary AgreementBETWEEN Dunlop New Zealand LimitedAND the Wellington District Hotel, Hospital, Restaurant & Related Trades Employees Industrial Union of Workers.TO: The Registrar of the 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 WELLINGTON this 4th day of March 1987.

T. J. WEBSTER,
 ORGANISER
 FOR WELLINGTON DISTRICT HOTEL,
 HOSPITAL, RESTAURANT & RELATED
 TRADES EMPLOYEES INDUSTRIAL
UNION OF WORKERS.

C. G. PERRY
 PERSONNEL/INDUSTRIAL
 RELATIONS MANAGER
 FOR AND ON BEHALF OF
DUNLOP NEW ZEALAND LIMITED
 P.O. Box 40-343

**DUNLOP NEW ZEALAND LIMITED UPPER HUTT
 CANTEEN WORKERS VOLUNTARY SITE AGREEMENT**

The following voluntary agreement has been reached between Dunlop New Zealand Limited and members of the Wellington Hotel, Hospital, Restaurant and Related Trades Employees Union employed on the Dunlop New Zealand Limited, Upper Hutt site.

1.	WAGES		
		Per Hour	Per Week
1.1. Canteen Cook		\$8.99	\$360.04
Canteen Assistants		\$7.83	\$313.00
	Service Allowance		
1.2. After 6 months service		\$0.09	\$3.42
After 1 year's service		\$0.135	\$5.39
After 2 years' service		\$0.270	\$10.82
After 3 years' service		\$0.315	\$12.61
After 4 years' service		\$0.360	\$14.41
After 5 years' service		\$0.405	\$16.21

2. **ALLOWANCES**

2.1. An allowance of \$3.75 will be paid to all workers on the appropriate shift where they are involved in preparing and serving special lunches or teas/coffee in the V.I.P. room. This allowance is to be claimed only once per shift.

2.2. Canteen Cooks will be paid an allowance of \$12.45 per week for the following responsibilities:—

2.2.1. Ensuring an adequate supply of food prior to the meal and storage of perishable foods after the meal.

2.2.2. Switching off ovens and cooking burners etc. before leaving.

2.2.3. Cleaning of stoves, fryers and ovens

2.2.4 The overall safety of other kitchen personnel during the evening and night shift.

Any problem that occurs when the Canteen Manager is not in attendance should be reported to him by telephone.

2.3. Till money will be paid to the individual who is given the responsibility and authority for the Till and monies. A weekly payment of \$6.25 will be made or pro rata of \$1.25 per day.

3. **CONDITIONS**

3.1. The Sick Leave provision of the National Award will apply except that eight days per year will be paid. Workers are asked to co-operate to

avoid misuse of the Sick Leave provision. Sick Leave shall accumulate by carrying forward an unused Sick Pay from one year to the next with a maximum accumulation of 40 days.

3.2. The fourth week's Annual Leave as described under Clause 5 (c) of the National Award will apply after six years' service.

3.3. The night cook shall be entitled to one week's extra holiday (in addition to other holiday entitlements) per year for working continuously on night shift.

3.4. The employer shall supply Kitchen Hands and Cooks with six suitable uniforms (3 Winter, 3 Summer) every two years. Where uniforms are not provided a Uniform Allowance of \$3.75 per week (or pro rata per day) shall be paid.

The employer shall launder all uniforms provided. Where the worker is required to launder their own uniform, the allowance for such service as covered by the National Award shall apply, but the rate amended to \$7.50 per week for full time workers (\$1.50 pro rata on daily basis).

3.5 Shoe—\$2.89 per week \$0.58 per day

3.6 A sock and stocking allowance of \$1.50 per week shall be paid (or pro-rata \$0.30 cents per day)

4. **GENERAL**

Except where specifically provided for in this Agreement, the Terms and Conditions of the New Zealand Tearooms and Restaurant Employees Award will apply.

5. **CANTEEN BONUS**

It is the general purpose of this agreement to promote the mutual interests of the Company and Canteen employees in a manner which will ensure the efficient operation of the canteen service.

A bonus of \$1.00 per hour will be paid to Canteen staff for all worked hours, paid sick leave, bereavement leave and statutory holidays.

6. **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 notice in relation to expiry of union membership clause: This clause will expire on 16 December 1986 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

7. **TERM OF AGREEMENT**

This Agreement shall come into force on the 1st day of March, 1987. This Agreement shall continue in force until the 28 February 1988.

Dated this Fourth day of March, 1987

T. J. WEBSTER,
ORGANISER
FOR WELLINGTON DISTRICT HOTEL,
HOSPITAL, RESTAURANT & RELATED
TRADES EMPLOYEES INDUSTRIAL
UNION OF WORKERS.

C. G. PERRY
PERSONNEL/INDUSTRIAL
RELATIONS MANAGER
FOR AND ON BEHALF OF
DUNLOP NEW ZEALAND LIMITED

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. S. CASTLE
JUDGE

IN THE ARBITRATION
COURT OF NEW
ZEALAND

IN THE MATTER of the Industrial Relations Act 1973;

AND IN THE MATTER of the Dunlop New Zealand Limited, Upper Hutt Canteen Workers Collective Agreement, dated the 3rd day of April 1987

IN PURSUANCE and exercise of the powers conferred upon it by section 97 (1) (a) of the Industrial Relations Act 1973 and for the purpose of remedying a defect in the Dunlop New Zealand Limited, Upper Hutt Canteen Workers Collective Agreement, dated the 3rd day of April 1987, THE COURT DOETH HEREBY ORDER as follows:

1. THAT the said collective agreement shall be amended in the manner following:

By deleting clause 6 (Union Membership) and substituting therefor the following clause:

“UNION MEMBERSHIP

6. 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 16 December 1989 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)”

2. THAT this order shall be deemed to have come into force on the 1st day of March 1987.

DATED AT WELLINGTON, this 2nd day of June 1987.

(L.S.)

J. R. P. HORN
JUDGE

MEMORANDUM

The purpose of this amendment is to remedy a defect which occurred at the time of registration. An incorrect expiry date was shown in the explanatory note to clause 6.

(L.S.)

J. R. P. HORN
JUDGE