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# University of Otago Conditions of Employment of Maintenance Trades Staff– Composite Agreement

Dated 18/12/79

NOTE: See Clause (H) 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 University of Otago Conditions of Employment of Maintenance Trades Staff Dispute of Interest between the University of Otago and the New Zealand Carpenters and Related Trades Industrial Union of Workers; the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers; the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers; the New Zealand Plumbers, Gasfitters and Related Trades Industrial Union of Workers: and the Otago and Southland Electrical Workers 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 66 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 18th day of December 1979.

(L.S.) N. P. Williamson, Judge.

Form 5

Sec 65 Reg. 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 the Conditions of Employment of Maintenance Trades staff at the University of Otago between the University of Otago and The Otago Carpenters and Related Trades Union; The New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Union; The New Zealand Labourers, General Workers and Related Trades Union; The New Zealand Plumbers, Gasfitters, and Related Trades Union; The Otago Southland Electrical Workers Union.

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 66 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Dunedin this 16th Day of November 1979.

Signature of Parties:

D. Cunningham, Authorised Agent for the Unions.

R. A. Crozier, Authorised Agent for the Employer.

# UNIVERSITY OF OTAGO CONDITIONS OF EMPLOYMENT MAINTENANCE TRADES STAFF

The parties wish to record the established practice whereby the conditions of employment of trades staff have been regulated by the appropriate national award and rates of remuneration have been those which apply in the State Services.

With effect from 1 September 1979, the parties wish to modify the various award conditions as they relate to annual leave, public holidays, long-service leave, sick leave, retirement leave and the weekly pay period in accordance with the following conditions applying to the University's Non-Academic Staff.

It is emphasised that other members of the University's non-academic staff have enjoyed these conditions for some considerable time and that other New Zealand Universities have already adopted a policy of common conditions for all members of non-academic staff.

#### ANNUAL LEAVE

(A) Non-academic staff are entitled to 20 working days' annual leave. Dates of leave are subject to departmental requirements.

#### PUBLIC HOLIDAYS

(B) Leave will be granted on Public Holidays (New Years Day, January 2, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day) and other days when this University is closed (Summer Show Day, Easter Tuesday and Christmas Eve). Anniversary Day is celebrated on Easter Tuesday.

#### LONG SERVICE LEAVE

(C) After each 10 years' continuous service staff are entitled to special leave of one month in addition to annual leave. (Full details attached.)

#### SICK LEAVE

(D) Staff are entitled to Sick Pay according to the following cumulative scale.

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Up to three months service	7 days
Up to six months service	14 days
Up to nine months service	31 days
Up to five years service	46 days
Up to ten years service	92 days
Up to twenty years service	183 days
Up to thirty years service	275 days
Over thirty years service	365 days

The Finance and General Committee has discretion in individual cases to extend the above-mentioned periods of sick pay.

Saturdays and Sundays are treated as working days when preceded and

succeeded by sick leave as are any statutory holidays.

Any person who finds it necessary to be absent from work for reasons of sickness should inform his Head of Department as soon as possible. A medical certificate is required if the absence exceeds five days. A Head of Department may require a medical certificate for any absence exceeding one day.

# RETIREMENT GRATUITY

(E) Staff retiring after 40 years' services or at age 65 are entitled to gratuities according to the following scale:

Retirement after 10 year's service 3 months salary Retirement after 14 years' service 4 months salary Retirement after 17 years' service 5 months salary Retirement after 20 years' service 6 months salary

#### **PAY PERIOD**

(F) All wages will be paid fortnightly in cash.

#### MATERNITY LEAVE

- (G) (a) The Registrar may approve a request for maternity leave without pay for up to six months provided the employee has at least twelve months' service at the time the leave commences.
- (b) Provided the employee returns to work within six months of the commencement of maternity leave and continues in her employment for six months from the date of her return she shall be entitled to a retrospective payment equivalent to six weeks salary at the rate pertaining at the time the leave commenced.

The taking of maternity leave will not affect the status or seniority of the employee in any way and service shall be deemed not to be broken. Employees returning on duty on a part-time basis shall complete a further period of service which on an aggregated basis is equivalent to six months' service under the employment arrangements prevailing in each individual case, prior to the commencement of maternity leave, before any application for retrospective payment may be made.

(c) Insofar as non-academic staff are concerned, the placement of an employee returning within six months may not be in the same department,

but will depend on vacancies existing at the time.

## TERM OF AGREEMENT

(H) This agreement shall come into force on the 1st day of September 1979 and shall continue in force until the 31st day of August 1981.

Signature of Parties:

D. Cunningham, Authorised Agent for the Unions.

R. A. Crozier, Authorised Agent for the Employer.

# UNIVERSITY OF OTAGO

# Long Service Leave for Non-Academic Staff

(a) The scheme for Long-Service Leave is effective from 1 January 1975.

(b) Non-academic staff, other than certain Senior Administrative and Library staff (who may be entitled to apply for other forms of leave based on length of service) are eligible to apply for one month's paid leave for each completed ten years of continuous service with the University of Otago.

(c) At the time of the introduction of the scheme for long service leave, the maximum period of leave which will be granted to any member of staff is one month, irrespective of the length of service up to that time. Thereafter staff become eligible for long-service leave after each successive ten years of service.

(d) Long-service leave must be taken by a staff member within five years of becoming entitled to such leave, at the convenience of the Department and at a time when the work of the Department is not seriously prejudiced. Leave must be taken in not more than two sections within the five year period.

(e) The appointment of temporary staff to replace a staff member on long-

service leave will be considered only in exceptional circumstances.

(f) Applications for long-service leave should be made to the Registrar through the Head of Department, who should indicate whether or not he recommends approval of the request and, if he concurs with the application, confirm that the time suggested is convenient to the Department.

(g) Staff who have become entitled to long-service leave and resign before

taking such leave shall be paid salary in lieu thereof.

(h) Part-time staff are entitled to apply for long-service leave.

(i) In determining eligibility for long-service leave credit may be given for continuous service in any other New Zealand University or Medical Research Council Unit for which the staff member received no long service leave or consideration in lieu thereof and provided total service is unbroken.

#### **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 66 of the Industrial Relations Act 1973.

(L.S.) N. P. Williamson, Judge.