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**New Zealand Engineering Union
Auckland Clerical Employees —
Collective Agreement (Voluntary)**

Dated 1/2/80

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 New Zealand Engineering Union Auckland Clerical Employees Dispute of Interest between the Auckland Clerical and Office Staff Employees Industrial Union of Workers and the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades 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 first day of February 1980.

(L.S.)

J. R. P. Horn, Judge.

Form 5

Section 65

Regulation 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 Auckland Branch Clerical Employees Dispute of Interest, between: the N.Z. Clerical Workers' Union (Auckland Branch), and the N.Z. Engineering, Coachbuilding, Aircraft, Motor & Related Trades Industrial Union of Workers (Auckland Branch).

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 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 Auckland this 18th day of December, 1979.

Signature of the parties:

Auckland Clerical Workers' Union:

S. Jackson.

N.Z. Engineering, Coachbuilding, Aircraft, Motor & Related Trades,
Industrial Union of Workers (Auckland Branch):

E. W. J. Ball.

TERMS OF VOLUNTARY SETTLEMENT UNDER SECTION 65

Between: The Clerical Employees of the N.Z. Engineering, Coachbuilding, Aircraft, Motor & Related Trades Industrial Union of Workers (Auckland Branch), and: the N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (Auckland Branch).

1. APPLICATION OF AGREEMENT

1. This Agreement shall apply to the N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (Auckland Branch) (hereinafter referred to as the Union), and to all clerical workers employed by the Union (hereinafter referred to as workers).

2. LEAVE

2.1 Upon request, leave of absence of up to one year without pay shall be granted to any employee. At the end of such leave of absence and provided a position is available on request, the employee shall be reinstated in the same or similar position as that previously held. Although it is understood that no worker will be replaced to achieve this. For the purpose of this Agreement, service during leave of absence shall be deemed to be continuous. The intention of this subclause is that it be available to those with over three years unbroken service.

2.2 Maternity Leave — The Employer shall upon request, grant to female employees with one or more years of service, maternity leave of absence not exceeding one year, the first two weeks on full pay, subject to the following conditions:

- (a) Except in unusual circumstances and with the approval of the Secretary, maternity leave may not be taken prior to the commencement of the seventh month of pregnancy.
- (b) The worker who elects to take leave under this subclause shall notify the Employer in writing no later than two months after the termination of her pregnancy if she intends to return to work.
- (c) During the term of her pregnancy, the worker shall be allowed up to six hours every two weeks with full ordinary pay to attend ante-natal doctors, hospitals and specialists appointments.
- (d) Upon completion of the maternity leave the worker shall be reinstated subject to (b) having been carried out in the same or similar position as that which she previously held, the decision being at the discretion of the Secretary.
- (e) For the purpose of this Agreement, service during maternity leave of absence shall be deemed to be continuous and sick leave and holiday leave shall not in any way be affected by the operation of this subclause.
- (f) Any worker whose pregnancy is terminated shall be entitled to one week's leave on full pay which may be extended for up to one month. Production of a medical certificate is required. This shall not affect the worker's continuity of service nor sick leave.

2.3 Paternity Leave — The Union shall, upon request, grant to the male workers with one or more years of service, paternity leave of absence of two weeks on full pay on the birth of the child, or on the adoption of a child. Paternity leave shall not affect the worker's continuity of service nor his sick leave.

2.4 Bereavement Leave — (a) Upon request, paid leave of absence of up to three days per annum shall be granted to employees on the death of immediate relations, i.e. mother, father, sister, brother, mother-in-law, father-in-law,

husband, wife, son, daughter, or grandparents. This subclause also applies to a genuine de facto relationship.

(b) Workers with relations overseas may be granted three weeks leave of absence, in the event of a death, requiring them to travel home, proof of which will be required to retain job position and payment for first three days of absence.

2.5 Jury Leave — In the event of a worker being called for Jury Service, the Employer shall ensure that the discrepancy between the Government Allowance and the ordinary wage to the worker is made up by the Employer.

2.6 Sick Leave — (a) Each worker shall be entitled to after 6 months continuous service, 10 days paid sick leave per annum which shall accumulate up to 50 days. Additional sick leave shall be allowed on production of a medical certificate but at the discretion of the Secretary only.

(b) Any sick leave necessary while a worker is on Annual Holiday shall be taken as part of their sick leave entitlement and any holiday provision shall be amended accordingly subject to a medical certificate being produced.

(c) A worker with an unused sick leave entitlement who is absent from work for more than one week owing to his or her serious illness may elect to use the unused sick leave entitlement to supplement Social Security Benefits he or she may receive in the second and subsequent weeks of illness provided that:

(i) The amounts paid shall not exceed the maximum permitted under the Social Security Act, and

(ii) The equivalent time in hours of the amount paid shall be deducted from his or her unused sick leave entitlement.

In the case of (c) above this will be subject to a medical certificate being produced.

2.7 Delegates Leave — In the event of the Office Delegate having to attend Union meetings during Office Hours, involving the establishment, the Employer shall ensure that no loss of pay occurs. The Employer shall not pay for time spent attending Conferences or Seminars in excess of eight hours in any one week and, provided further, that this does not unduly disrupt the work of the Employer.

2.8 Annual Holiday Leave — (a) After one year's continuous service, each worker shall be entitled to four weeks paid leave. After seven years' continuous service each worker shall be entitled to five weeks paid leave, not to be cumulative. Annual holidays will be taken at a mutually convenient time for the Union and the worker. Annual Holidays may accumulate for a period of up to 18 months viz. 30th June after a worker becomes entitled to such holiday.

(b) Any worker requiring additional leave at the time they take their annual holidays shall on request to the District Secretary of the N.Z. Engineering Union be permitted such reasonable time without pay: provided that such extra leave is not excessive and fits in with the efficient running of the Office.

2.9 Long Service Holiday — To comply with the New Zealand Clerical Workers' Registered Collective Agreement in force from time to time.

2.10 Compassionate Leave — Compassionate Leave of up to 3 days per annum on ordinary pay shall be granted to workers in the event of illness of spouse, child, de facto or dependents on receipt of proof of illness.

2.11 Study Leave — Upon request, study leave of up to four hours per week on ordinary pay shall be granted to employees to undertake any of the following: LL.B., B.Comm., B.A. Political Studies, B.A. Economics, Dip. Personnel Management. In the event of the Secretary requesting study in the following, full pay will be retained while courses are being taken, bookkeeping, typing or related clerical studies at or above Technical College level in New Zealand.

3. ALLOWANCES

3.1 Clothing Allowance — All workers shall be entitled to tax free allowance of \$9.00 per week to cover wear and tear of clothing, hose, footwear and smocks, provided that reasonable standard of dress is maintained.

3.2 Travel Allowance — In the event of a worker being required to work past the normal hours of public transport, the Union will reimburse the employee for all taxi costs to and from home provided public transport is normally used by that employee.

3.3 Air Fare Concession — Staff members shall have access to the Union's Bulk Air Travel account on request to the Secretary.

3.4 Service Allowance — The Union shall grant the following service payments:

After 6 months unbroken service — \$3.00 per week

After 12 months unbroken service — \$4.50 per week

After 2 years unbroken service — \$6.00 per week

After 3 years unbroken service — \$7.00 per week

After 5 years unbroken service — \$8.00 per week

After 8 years unbroken service — \$9.50 per week

In applying these Service Allowances, it is accepted that it is in final recognition of service, and does not attract any further increase upon the basic commencing wage as set out in the New Zealand Clerical Award.

3.5 Accident Compensation Allowance — When a worker is injured doing Union business other than his/her normal duties and is absent from work, the difference between Accident Compensation payment and the ordinary weekly wage shall be paid by the Union for a maximum period of four weeks. Should the absence go beyond four weeks, the matter will be handled at the discretion of the Secretary.

3.6 First Aid Allowance — A First Aid Officer shall be appointed and shall receive a tax free allowance of \$2.00 per week provided that person retains a current First Aid Certificate.

4. WAGES

4. The Employer agrees to maintain a margin of 11.5% above that in the Clerical Workers' Award, notwithstanding that matters specifically and clearly disposed of by this Agreement shall not attract the corresponding provisions of the New Zealand Clerical Award.

5. TEMPORARY TRANSFER OF EMPLOYEES

5. For the purpose of meeting the needs of the Office, the Employer may require a worker to temporarily transfer from his/her normal job to another job covered by this Agreement. If the worker works at the new job for two hours or more she/he shall be paid for the time remaining in the day at the higher rate and where she/he continues working for two days or more in any week, she/he shall be paid for the time remaining in the week at the higher rate. This provision shall not apply where a training scheme agreed between the Union and the Employer is in operation.

6. PROVISIONS OF AGREEMENT

6.1 These conditions to run in conjunction with the provisions of the N.Z. Clerical Workers Award, notwithstanding that matters specifically and clearly disposed of by this Agreement shall not attract the corresponding provisions of the New Zealand Clerical Award.

6.2 Superannuation Scheme — All workers covered by this Agreement shall be entitled to the benefits of the Union's Superannuation Scheme as it applies from time to time as set by the Union's National Council.

6.3 Deduction of Union Fees — The Union shall deduct Clerical Union subscriptions weekly from the wages of Union Members as is set by the Clerical Union from time to time.

6.4 If the Secretary of the Union is dissatisfied with any individual worker he or she shall provide that worker with the facts in writing.

6.5 Vacancies — Wherever practicable vacant positions may be filled from within, and to this end, when a member of staff leaves, the vacant position may be advertised in the Union Office prior to the worker leaving.

7. TERM OF AGREEMENT

7. This Agreement shall come into force on the 6th day of December 1979, and remain in force until the 5th day of December 1980.

Signed on behalf of the N.Z. Engineering Union:

E. W. J. Ball.

Signed on behalf of the Auckland Clerical Workers' Union:

S. K. Jackson.

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.

Having regard to prevailing circumstances 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.)

J. R. P. Horn, Judge.