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**NEW ZEALAND LIBRARY
ASSOCIATION INC. CLERICAL
WORKERS — COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 30/7/86

NOTE: See clause 16 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 Library Association Inc. Clerical Workers Dispute of Interest; between the Wellington, Taranaki and Marlborough Clerical, Administrative and Related Trades Industrial Union of Workers and the New Zealand Library Association Inc.

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 20th day of July 1986.

(L.S.)

J. R. P. HORN,
JUDGE.

Sec 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 New Zealand Library Association Inc clerical workers dispute of interest

BETWEEN

The Wellington, Taranaki and Marlborough Clerical Administrative and Related Workers Industrial Union of workers

AND

The New Zealand Library Association Incorporated.

To the Registrar of the 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 as a collective agreement.

Dated at WELLINGTON this 2nd day of APRIL 1986.

Signature of Parties

THE COMMON SEAL of NEW ZEALAND LIBRARY ASSOCIATION
INCORPORATED was affixed in the presence of: N.Z.L.A.

Ken Porter, President.
Diane Morris, Hon. Secretary
Elizabeth Tennet, Secretary

STAFF AGREEMENT

1. **APPLICATION OF AGREEMENT**

This agreement shall apply to staff employed by the New Zealand Library Association as currently defined:

- i General Secretary
- ii Senior Clerk
- iii Clerk
- iv Typist/Clerk

This agreement shall also apply to the Association's senior employee, in the capacity of General Secretary, unless that position is covered by a separate agreement or contract.

2. **CONDITIONS OF THE AWARD TO APPLY**

All provisions of the New Zealand Clerical Workers Award shall apply to employees covered by this agreement, except Clause 35 exemptions and those provisions which are specifically dealt with in this agreement.

3. **HOURS OF WORK**

An ordinary weeks work shall not exceed thirty seven and a half hours. Hours of work may be varied subject to arrangement between the Association and its employees.

4. **PART TIME WORKERS**

Employees may be employed on a part time basis. A part time employee is one whose ordinary hours of work are less than thirty per week. Part time workers shall be paid not less than pro-rata the appropriate weekly wage.

5. **WAGES**

The minimum weekly wage shall be:

- i General Secretary — Grade V Clerical Workers Award (without service) plus 65 percent of that Grade
- ii Senior Clerk — Grade V Clerical Workers Award (without service) plus 15 percent of that Grade
- iii Clerk and Clerk/Typist — Grade IV Clerical Workers Award (without service)

6. **SERVICE ALLOWANCE**

A cumulative allowance shall be paid in accordance with the following scale:

- Upon completion of one year's current continuous service with NZLA — 10% above the Award rate.
- Upon completion of two years — 10% above the Award rate
- Upon completion of 5 years — 25% above the Award rate
- Upon completion of seven years — 25% above the Award rate

Upon completion of ten years — 25% above the Award rate

7. ANNUAL HOLIDAYS

Annual holidays shall be allowed in accordance with the Holidays Act 1981. In addition, the period between Boxing Day and New Year's Day shall be allowed as holidays and paid for in accordance with the Holidays Act 1981. Employees shall receive four weeks annual leave after five years continuous service with the NZLA.

8. SICK LEAVE

An employee shall after three months current continuous service be entitled to sick leave of up to ten days per year. Sick pay for a day shall be calculated according to the employee's ordinary rate of pay for the day. Sick leave may be accumulated by carrying forward from one year to the next any unused sick leave. Employees shall ensure notice is given on the first day of absence. The employer may require a medical certificate for absences in excess of three days.

9. BEREAVEMENT LEAVE

An employee shall be entitled to up to three days leave without loss of pay in the event of the death of the employee's partner, child, brother, sister, parent or grandparent, or partner's child, brother, sister, parent or grandparent. Bereavement leave in other circumstances may be granted with the consent of the General Secretary.

10. PARENTAL LEAVE

Employees shall be eligible for parental leave for all births or adoptions that occur to that employee and partner while employed by the New Zealand Library Association.

This provision is intended to ensure a parent who is absent from work for reasons associated with the birth of a child is able to return to work in his/her position. The Association will hold open the position occupied by that person and fill it on a temporary basis. Parental leave shall be subject to the following conditions:

- i Leave up to 12 months is to be granted to all employees with at least 12 months service at the time of commencing leave. For those with less than 12 months service, leave up to 6 months will be granted.
- ii Parental leave will be regarded as leave without pay.
- iii Once returned to work after an absence for parental leave, service with the employer shall be deemed to be continuous for the purpose of service benefits, the exception being that annual holidays shall not accrue during a period of parental leave.
- iv Application for parental leave must be made at least one month before it is intended to commence the leave and must be supported by a certificate signed by a registered medical practitioner.
- v An employee granted parental leave is required to notify the employer in writing of her/his intention to return to work at least one month prior to the expiry of the parental leave. An employee who fails to do so is liable to forfeit the return to work entitlement as set out in this clause.
- vi After continuous employment of 6 months following the return to work after parental leave, the employee shall be entitled to one month's pay. An employee who is absent on parental leave for less than 6 weeks will receive that proportion of the payment that his/her absence represents in working days.

11. **NEW TECHNOLOGY**

Where the employer is considering the introduction of major technological changes, the employer shall consult with all employees. Where employees' conditions of employment are likely to be adversely affected by status of job or loss of job, the employer shall also consult with the New Zealand Clerical Workers Union. All use of visual display units and associated equipment shall be according to current Dept. of Health and Labour Dept. guidelines.

12. **REDUNDANCY**

Where a redundancy or redundancies are being considered, the Association shall give notice to the New Zealand Clerical Workers Union of the redundancy situation and shall allow the Union to make representation to the Association before notice is given to any employee. After representations have been made, the Association shall consider all available options, including the retraining of personnel within the organisation and all other cost saving measures. Should all alternatives be exhausted and if it is decided to proceed with a redundancy or redundancies, the Association shall give the employees concerned 3 months notice during which time they shall be entitled to time off with pay in order to attend interviews or otherwise secure alternative employment, with the consent of the General Secretary.

13. **STUDY LEAVE**

All full time employees shall be allowed reasonable time off, up to 3 hours per week, for study as approved by the Association. This shall include time for preparation and sitting of examinations.

14. **CONSULTATION**

Staff shall have regular contact with the NZLA by way of monthly staff meetings. The NZLA representatives at these meetings shall be a person who has been elected to the Council of the Association and shall be appointed after consultation with the General Secretary.

15. **SAVINGS CLAUSE**

Nothing contained in this agreement, in its implementation or continued application, shall serve to reduce wages or conditions of staff employed by the NZLA.

16. **TERM OF AGREEMENT**

This agreement shall be deemed to come into force on the 23rd of August 1985 and shall continue in force until the 22nd August 1986. It shall continue in force beyond that time until superseded by another agreement following either party giving one month's written notice of its intent to renegotiate all or any of its clauses.

DATED this 2nd day of April 1986.

THE COMMON SEAL OF NEW ZEALAND LIBRARY ASSOCIATION
INCORPORATED WAS AFFIXED IN THE PRESENCE OF:

Diane Morris, Hon. Secretary.

Kenneth Porter, President.

Elizabeth Tennet, Secretary.

For the Wellington, Taranaki and Marlborough Clerical, Administrative and Related Workers 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.)

J. R. P. HORN,
JUDGE.

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.