Please post in a conspicuous place accessible to workers

UNEMPLOYED WORKERS' GROUPS CLERICAL WORKERS — COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 25/9/86

NOTE: See clause 18 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 Unemployed Workers' Groups Clerical Workers Dispute of Interest between the Wellington, Taranaki and Marlborough Clerical, Administrative and Related Trades Industrial Union of Workers and the Wellington Unemployed Workers' Union Incorporated and the Taranaki Unemployed Workers Rights Centre and Te Roopo Rawakore O Aotearoa Incorporated and Koiwi Awhina Co-operative Society and the Unemployed Workers' Publishing Society Incorporated

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 25th day of September 1986.

(L.S.)

D. D. FINNIGAN JUDGE

SEC. 65

FORM 5

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 Unemployed Workers' Groups Clerical Workers dispute of interest between The Wellington, Taranaki and Marlborough Clerical, Administrative and Related Workers Industrial Union of Workers and the Wellington Unemployed Workers' Union Incorporated and The Taranaki Unemployed Workers' Rights Centre and Te Roopu Rawakore O Aotearoa Incorporated and Koiwi Awhina Co-Operative Society and The Unemployed Workers' Publishing Society 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 by the Arbitration Court's a collective agreement.

Dated at Wellington this 1 day of July 1986.

SIGNATURE OF PARTIES
P. E. Tennet, Secretary, for
Wellington, Taranaki & Marlborough
Clerical Administrative & Related
Workers Industrial Union of
Workers.

D. MacPherson, Authorised Agent for Wellington Unemployed Workers' Union, Taranaki Unemployed Workers' Rights Centre, Te Roopu Rawakore O Aotearoa Incorporated, Koiwi Awhina Co-Operative Society, Unemployed Workers' Publishing Society Incorporated

AGREEMENT BETWEEN The Wellington Taranaki & Marlborough Clerical Administrative & Related Workers Industrial Union of Workers (herein referred to as the union)

AND Wellington Unemployed Workers' Union Incorporated, PO Box 11503, Wellington, Taranaki Unemployed Workers' Rights Centre 82 Gill Street, New Plymouth, Te Roopu Rawakore O Aotearoa Incorporated, PO Box 11503, Wellington, Koiwi Awhina Co-Operative Society, PO Box 33040, Alicetown, Unemployed Workers Publishing Society Incorporated, PO Box 33040, Alicetown, (herein referred to as the employer/s)

This agreement provides for wages and conditions of employment for clerical and administrative workers employed by the employer parties to the agreement and the provisions of the New Zealand Clerical Workers' Award shall apply without exemption and with the following modifications.

1. HOURS OF WORK

The ordinary hours of work shall be 37½ per week.

2. WAGES

The minimum wage for any worker covered by this agreement shall be \$307.98 per week (\$8.21 per hour).

A worker substantially employed in furthering the aims of the employer by working with members and other people in the community, in training staff and volunteers in the work of the organisation, and in liaising with schools and community organisations, or any combination of these tasks shall be paid \$323.47 per week (\$8.63) per hour).

A researcher shall be paid \$323.47 per week (\$8.63 per hour).

A Co-ordinator or worker in an equivalent capacity, shall be paid \$349.16 per week (\$9.31 per hour).

Part-time workers shall be paid the appropriate hourly rate and the provisions of Clause 13 of the Clerical Worker's Award shall apply.

3. SERVICE PAY

 After 3 years continuous service......\$30.39 per week

4. ANNUAL HOLIDAYS

Workers shall be entitled to an annual holiday of 4 weeks per year, paid in accordance with the Holidays Act.

After five years continuous service each worker shall for the fifth and subsequent year be entitled to an annual holiday of 5 weeks.

5. LONG SERVICE LEAVE

6. REDUNDANCY

Any redundant worker who has completed 12 months service shall receive not less than 4 weeks redundancy pay.

7. SICK LEAVE

Each worker shall be entitled to paid sick leave as follows:

Up to 3 months service 5 working days

Up to 6 months service a further 5 working days

Up to 9 months service a further 10 working days

Up to 12 months service a further 10 working days

After 12 months service 30 working days per year.

8. **DOMESTIC LEAVE**

Where in the case of illness or emergency a worker must stay at home to attend a partner, dependent or member of the workers household, leave on full pay shall be granted as a charge against the workers sick leave entitlement.

For the purpose of this agreement 'partner' shall include a person with whom the worker is maintaining a relationship, heterosexual or homosexual in the nature of marriage not necessarily involving living in the same household.

9. COMPASSIONATE LEAVE

A worker who has a death in his/her immediate family (partner, father, mother, sister, brother, child, partners parents, legal guardian, grandparent) shall be entitled to 3 days leave without loss of pay on each occasion; provided that the leave may be extended at the discretion of the employer; and provided further at the discretion of the employer leave may be applied in the case of a near relative or close friend not specified herein, giving due consideration to cultural background or other relevant life style facts submitted by the worker.

10. PARENTAL LEAVE

(a) Every worker shall be entitled to 12 months parental leave at the time of the birth of a child, or the taking into care of a child with a view to adoption if the child is younger than 5 years, and the workers re-employment shall be guaranteed after such 12 month period. Provided that the employer shall, where requested by the worker, grant a female worker up to 6 weeks additional parental leave prior to the birth of the child.

- (b) Application for parental leave must be made at least one month before the worker intends to commence parental leave, and every worker shall notify the employer of the period of leave that is intended to be taken for parental leave.
- (c) Every worker shall be entitled to one working days paid parental leave for each completed month of service up to a maximum of ninety working days paid parental leave.
- (d) Parental leave pay for a day shall be calculated according to the number of hours normally worked on the days of absence.
- (e) Where a worker finds it essential to remain at home in an emergency in the event of his/her partners maternity confinement or at the time of adoption, the employer shall grant the worker up to 10 days leave on ordinary pay in any one year on production of a birth certificate or similar evidence of the birth or adoption of the child.

Such pay is to be made as a charge against the workers sick leave entitlement, except that where no sick leave entitlement is due, then parental leave shall be paid irrespective.

(f) Workers who take parental leave shall upon return to work be reinstated to the position they left, or to one not less favourable to the worker and acceptable to the worker.

11. ADOPTION

For the purpose of this Agreement, any provision contained herein which provides for conditions of employment in respect of dependent children, shall be deemed also to provide the same conditions in respect of adopted children.

12. CHILD CARE

Where a worker has a dependant pre-school child(ren) and that child requires child-care facilities, the employer shall allow the worker up to one hour paid leave per day for the purpose of taking the child to and from the child-care centre.

13. DENTAL AND MEDICAL APPOINTMENTS

The employer shall approve time off on ordinary pay for dental/medical appointments provided that the appointment is made on a day and at a time which does not unduly interfere with the business of the employer and with the prior consent of the employer.

14. UTILITY LEAVE

Each worker shall be entitled to one half day per month for utility leave without loss of pay, at a time that is mutually agreed upon. Such leave may be accumulated to a maximum of two non-consecutive half days.

15. UNION MEMBERSHIP

If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 1120 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 1 December 1988 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

16. UNION FEE DEDUCTION

The employer shall provide the facility for workers to have union fees deducted from the pay each pay day, and the employer shall remit these to the union at regular intervals in accordance with the unions administrative system.

17. JURY SERVICE

A worker called for Jury Service shall be paid the difference between his/her average wage and the money received for Jury Service, for each regularly scheduled work day spent on Jury Service.

18. TERM OF AGREEMENT

The agreement shall come into force on 1 July 1986 and continue in force until 30 December 1986.

Dated at Wellington this 1 day of July 1986.

SIGNATURE OF PARTIES

- P. E. Tennet, for Wellington, Taranaki & Marlborough Clerical Administrative & Related Workers Industrial Union of Workers.
- D. MacPherson, Authorised Agent for the employer parties to the Agreement.

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.

The parties' settlement for a shortened term has the Court's consent pursuant to section 92(2) of the Industrial Relations Act 1973 and regulation 6(3) of the Wage Adjustment Regulations 1974.

(L.S.) D. D. FINNIGAN JUDGE

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