# CCL COMPUTING LIMITED PART-TIME SHIFT WORKERS—COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 7/11/86

NOTE: See clause 10 herein for the date on which rates of wages come into force.

Published and issued by the Arbitration Court of New Zealand

14872

## 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 CCL Computing Limited Part-Time Shift Workers Dispute of Interest between the Central Clerical Workers Union Industrial Union of Workers <u>and</u> CCL Computing Limited, Petone

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 7th day of November 1986.

(L.S.)

P. F. BARBER JUDGE

SEC. 65

## FORM 5

Under the Industrial Relations Act 1973. <u>SUBMISSION OF VOLUNTARY SETTLEMENT FOR</u> <u>REGISTRATION</u>

IN THE MATTER of The Industrial Relations Act 1973

AND IN THE MATTER of CCL Computing Limited Part Time Shift Workers Agreement

BETWEEN The Central Clerical Workers Union Industrial Union of Workers

AND CCL Computing Limited, Petone.

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 as a Collective Agreement.

Dated at Wellington this 8th day of October 1986. SIGNATURE OF PARTIES:

> JOHN FORMAN, Authorised Agent of The Central Clerical Workers Union Industrial Union of Workers R. KEALL, Authorised Agent of CCL Computing Limited

### REG.9

- IN THE MATTER OF CCL Computing Limited Part Time Shift Workers Agreement
- BETWEEN The Central Clerical Workers Union Industrial Union of Workers

AND CCL Computing Limited Petone

Whereas under Clause 7 (b) of the New Zealand Clerical Workers Award, Part Time Shift Workers may be employed on shifts by agreement between the employer and the local branch of the Union, it is hereby agreed that:

- 1. Where CCL Computing Limited is engaged in the business of data input processing work and associated functions at its Petone centre, and is not regularly operating two consecutive rotating full time shifts, it may employ part time shift workers whose employment shall be subject to the provisions of the New Zealand Clerical Workers Award and in accordance with the provisions of this agreement.
- 2. This agreement supercedes and cancels the agreement dated 7 November 1978, between the Union and Computer Consultants Limited.
- 3. The ordinary hours of work for the part time shift workers shall be between 6.00 pm and 10.00 pm, Monday to Friday inclusive, but shifts will normally be worked from Monday to Thursday inclusive.
- 4. The hourly rate shall be the appropriate weekly rate in the wages clause (Clause 4) of the Clerical Workers Award (without the addition of service pay), divided by 37<sup>1</sup>/<sub>2</sub>.
- 5. The 20% casual loading in Clause 13 (a) of the Award shall be paid to all part time shift workers.
- 6. Holidays shall be allowed in accordance with Clause 10 of the Award, but to take account of the casual nature of the employment the employer may pay holiday pay by the addition of the appropriate percentage (8% for those with less than six years service with the same employer, or 10% for those with six years or more), to the gross wage each week.
- 7. Crib time of 15 minutes shall be allowed in each shift, without deduction from pay.
- 8. A shift allowance shall be paid for each shift worked. The amount of the shift allowance shall be that prescribed from time to time for an afternoon or evening shift in the shift work clause of the Award.
- 9. The employment of the part time shift workers shall be on a casual basis and this shall be applied as follows:
  - the workers are not obliged to attend any shift but should notify the employer in advance if they will not be available for a shift they have been allocated.
  - while sufficient data input processing work is available it will continue to be made available to those part time shift workers who are normally engaged by the employer on such work.
  - if there is a reduction in work which may necessitate a reduction in the number of part time shift workers engaged, the numbers will be adjusted by those with the shortest period of regular engagement, no longer being engaged. If further work becomes available this will be first offered to those who have ceased to be engaged as a result of any prior reduction in work.

10. This agreement shall be deemed to have come into force on the date signed, and shall continue in force for 12 months, and thereafter until amended by the parties. Either party may initiate renegotiation of the agreement by giving two weeks notice in writing to the other party.

Dated at Wellington this 8th day of October 1986.

John Forman, for the Union R. Keall, for the Employer

### 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 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.)

P. F. BARBER JUDGE

**NOTE:** This document was previously know as Computer Consultants Limited Special Part Time Shift Workers Collective Agreement (Voluntary). It was dated 9.2.79 and appeared in the 1979 Book of Awards, page 815. The document number remains the same.