

**Please post in a conspicuous place accessible to workers**

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

**Dated 19/3/87**

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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 Central Clerical Workers Union Industrial Union of Workers and the Wellington Unemployed Workers' Union, Taranaki Unemployed Workers' Rights Centre, Te Roopu Rawakore O Aotearoa Incorporated, Koiwi Awhina Co-operative Society and 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 19th day of March 1987

J. R. P. HORN  
JUDGE

SEC 65FORM 5REG 9 (4)UNDER THE INDUSTRIAL RELATIONS ACT 1973SUBMISSION 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 Central Clerical Workers Union I.U.O.W. & 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 the 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 28th day of January 1987.

SIGNATURE OF PARTIES

Shelley Hiha, Organiser

for Central Clerical Workers Union Industrial  
Union of Workers

D. G. 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 Central  
 Clerical Workers Union Industrial Union of  
 Workers (herein referred to as the union)  
AND Wellington Unemployed Workers' Union  
 Incorporated, P.O. Box 11503, Wellington  
 Taranaki Unemployed Workers' Rights  
 Centre, 82 Gill Street, New Plymouth  
 Te Roopu Rawa O Aotearoa Incorporated,  
 P.O. Box 11503, Wellington  
 Koiwi Awhina Co-operative Society, P.O. Box  
 33040, Alicetown  
 Unemployed Workers Publishing Society  
 Incorporated, P.O. 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 \$338.78 per week (\$9.03 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 \$355.82 per week (\$9.49 per hour).

A researcher shall be paid \$355.82 per week (\$9.49 per hour).

A Co-ordinator or worker in an equivalent capacity, shall be paid \$384.08 per week (\$10.24 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**

The following rates of service pay shall apply:

After 6 months continuous service .....	\$15.31 per week
After 12 months continuous service .....	\$21.44 per week
After 2 years continuous service .....	\$27.05 per week
After 3 years continuous service .....	\$33.43 per week

4. **ANNUAL HOLIDAYS**

Workers shall be entitled to annual holiday of 4 weeks per year, paid in accordance with the Holidays Act 1981.

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**

Each worker shall be entitled to special holidays for long service leave as follows:

- After 4 years continuous service — 1 week
- After 8 years continuous service — 2 weeks
- After 15 years continuous service — 4 weeks

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           | 10 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 worker's household, leave on full pay shall be granted as a charge against the worker's 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 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, partner's 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 worker's 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 six 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 day's 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 partner's 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 worker's 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 dependent 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 112o 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 REDUCTION**

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 union's administrative system.

17. **JURY SERVICE**

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

18. **TERM OF AGREEMENT**

The agreement shall come into force on 31 December 1986 and continue in force until 31 December 1987

Dated at Wellington this 28th day of January 1987

**SIGNATURE OF PARTIES**

Shelley Hiha. Organiser for Central Clerical Workers Union Industrial Union of Workers.

D.G. Macpherson, Authorised Agent for the Employer parties to this agreement.

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

**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.

J. P. R. HORN  
JUDGE