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**Waikato County Staff Society
Officers – Voluntary Agreement**

Dated 27/2/75

NOTE: See clause 14 herein for the date on which rates of wages come into force

WAIKATO COUNTY STAFF SOCIETY OFFICERS – AGREEMENT

Agreement made this 27th day of February 1975, between the Waikato County Staff Society (hereinafter referred to as “The Society”), of the one part and the Chairman, Councillors and Inhabitants of the County of Waikato (hereinafter referred to as “the employer”) of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this Agreement.

2. The said parties hereto shall respectively do, observe and perform every matter and thing by this Agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this Agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

SCOPE OF AGREEMENT

1. This Agreement shall apply to all staff employed by the Waikato County Council not subject to any other award or agreement with the employer.

HOURS OF WORK

2. The normal hours of work shall not exceed 37½ per week, 7½ of which shall be worked on each of the five days of the week between the hours of 7.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

RATES OF REMUNERATION

3. There shall be a scale of remuneration of thirteen steps, the bottom step being 0.179 percent above the salary exemption figure in the Northern, Canterbury, Otago and Southland County Councils Catchment, Drainage and River Boards Officers' Award, and the top step being the existing salary of the County Clerk and County Engineer.

Present top rate in the Award: \$6269

Step A	.	.	.179% above the top of the Award
Step B	.	.	4.119% above the top of the Award
Step C	.	.	8.043% above the top of the Award
Step D	.	.	15.858% above the top of the Award
Step E	.	.	23.738% above the top of the Award
Step F	.	.	31.895% above the top of the Award
Step G	.	.	40.427% above the top of the Award
Step H	.	.	48.909% above the top of the Award
Step I	.	.	57.408% above the top of the Award
Step J	.	.	65.923% above the top of the Award
Step K	.	.	76.701% above the top of the Award
Step L	.	.	87.496% above the top of the Award

Position	Steps	
	Automatic	Merit
1. Deputy County Clerk and Assistant County Treasurer	H	I J
2. Accountant	G	H I
3. Administration Clerk, Internal Check Officer	C	D E
4. Administration Clerk, Health, Planning, Building and Licensing	C	D E
5. Senior Noxious Weed/Pest Inspector	C	D E
6. Senior Engineer (Registered)	J	K L
7. Assistant County Engineer	H	I J
8. County Planner	H	I J
9. Graduate Engineer	E	F
10. Design Engineer	H	I
11. Staff Engineer	F	G
12. Draughtsman with N.Z.C.D.	B	C D
13. Senior Technician Engineer (N.Z.C.E.)	D	E F
14. Technician Engineers (N.Z.C.E.)	B	C D
15. Senior Health and Building Inspector	D	E F
16. Building Inspector	C	D E

Annual increments shall be payable as from 1st April in any year.

Merit increases shall be determined prior to 31st March in each year and shall be payable as from 1st April in the said year. The rates payable to officers covered by this agreement shall move in accordance with the movements in the aforementioned Award.

LONG SERVICE ALLOWANCE

4. A service allowance shall be paid once annually in December to full time employees for continuous service with the employer as follows:

	\$
After three years continuous service	40.00
After seven years continuous service	80.00
After ten years continuous service	120.00

OVERTIME

5. (a) In any week the first 2½ hours worked in excess of or outside the hours specified in clause 3 of this agreement shall be paid at ordinary rates. Thereafter, on any day, the first three hours shall be paid for at half ordinary rates in addition, and double ordinary rates thereafter.

(b) No overtime for which overtime rates are payable shall be worked by any officer without prior approval of the head of the department.

(c) Any officer called upon to work later than 6 p.m. on any day of the week shall be paid \$1.10 cents meal money if that officer cannot reasonably journey to and from his home for a meal.

(d) An officer shall not be required to work for more than five hours continuously without a reasonable interval for a meal.

(e) Any worker required to commence work after cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic shall be conveyed to or from his home at the expense of the employer or shall be paid for time reasonably occupied in travelling at ordinary rates of pay. For the purpose of this agreement "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by such workers travelling to or from their work.

HOLIDAYS

6. (a) The provisions of the Annual Holidays Act 1944 shall apply to staff covered by this Agreement.

(b) The undermentioned shall be paid holidays and shall be allowed in addition to the annual holiday period referred to in the preceding subclause:

All Statutory holidays as may be declared from time to time pursuant to the Public Holidays Act 1955 and any other Act of Parliament and Easter Tuesday.

(c) This Agreement shall not operate so as to reduce the aggregate number of days' holiday previously enjoyed by any employee.

(d) No person shall be allowed without the consent of the employer to accumulate more than one years Annual Leave entitlement.

SPECIAL HOLIDAYS FOR LONG SERVICE

7. Employees shall be granted special holidays as follows:

(a) One special holiday of one calendar month after the completion of fifteen years and before the completion of twenty years of employment with the same employer.

(b) One special holiday of two calendar months after the completion of twenty years and before the completion of thirty years of employment with the same employer.

TEA BREAK

8. An interval of ten minutes shall be allowed to the staff for morning tea and afternoon tea.

SICK LEAVE

9. (a) Any employee unable to perform his or her duties on account of sickness or accident, shall, on production of a medical certificate, where such absence exceeds three working days continuously, be entitled to sick leave on full pay at the rate of ten working days per annum for each completed year of service with the employer and such sick leave shall be regarded as accumulative over the whole of the employee's service. The employer may, however, allow the first ten days sick leave to be spread over the first two years service with the employer and any sick leave over the above ten working days shall not become due until after the completion of the second year of service with the employer.

(b) The employer may, in its discretion, extend the period of pay during sick leave as stated in subclause (a) hereof.

APPLICATION

10. No member of the employers staff who at the date of this Agreement has been carrying out any of the duties within the scope of this Agreement who is in receipt of a higher rate of remuneration than that provided by this Agreement at the time of its coming into force, shall have his or her rate of remuneration reduced, nor shall any worker suffer any reduction of status due to the operation of this Agreement.

TERMS OF EMPLOYMENT

11. (a) The staff shall dedicate the whole of the normal working time to the services of the employer and shall not engage either directly or indirectly in any other professional work without the consent of the employer first having been obtained.

(b) The appointment may be terminated by two months notice, in writing, at any time by either party. In the case of serious misconduct the employer may terminate the appointment forthwith. In the event of a member being dismissed by

such manner that, in his opinion, his reputation or professional competence unjustly suffers thereby the employer agrees that the question of his/her professional competence will be referred to Arbitration pursuant to the provisions of the Arbitration Act 1908, provided the member concerned within two months of dismissal, makes requisition for such Arbitration.

GRATUITY

12. On the retirement of any employee, the officer concerned be entitled to receive a gratuity in terms of the provision of Section 6 of the Finance Act (No. 2) 1941.

MATTERS NOT PROVIDED FOR

13. The essence of this Agreement being that the work of the employer shall not on any account whatsoever be impeded, but shall always proceed as if no dispute or difference shall arise between the parties bound by the agreement, the provisions of Part X of the Industrial Relations Act 1973 shall apply.

TERM OF AGREEMENT

14. This agreement in so far as salaries are concerned shall come into force on 1 July 1974 and in so far as all other provisions are concerned it shall be deemed to have come into force on 27 February 1975 and it shall continue in force until 31 March 1976.

In witness whereof the Common Seal of the body corporate called the Chairman, Councillors and Inhabitants of the County of Waikato was hereto affixed pursuant to a resolution passed by the said Council at a meeting held on the first day of October 1974 in the presence of:

T. C. Henderson, County Chairman.
K. Eades, County Clerk.

The Common Seal of the Waikato County Staff Society was hereto affixed pursuant to a resolution of the Committee at a meeting held on the Fifteenth day of October 1974 in the presence of:

H. E. Chesterman, Chairman.
H. Clough, Secretary.

MEMORANDUM

This voluntary agreement has been filed by the Registrar in accordance with Section 141 of the Industrial Relations Act 1973.

The associated application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 is approved.

G. O. Whatnail, President.