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**The Upper Hutt City Council Classified
Officers – Voluntary Agreement**

Dated 5/8/81

Note: See clause 2 herein for the date on which rates of wages come into force

THE UPPER HUTT CITY COUNCIL CLASSIFIED OFFICERS VOLUNTARY AGREEMENT 1980

Pursuant to the provisions of Section 141 of the Industrial Relations Act 1973, this agreement is a Voluntary Agreement between the Upper Hutt City Council (the employer) of the one part and the officers of the Upper Hutt City Council excluded from coverage of the Local Authorities' Officers' Award, namely:

- Town Clerk
- City Engineer
- Director of Parks and Reserves
- City Treasurer
- City Secretary
- City Librarian
- Deputy City Engineer
- Deputy Director of Parks and Reserves
- Deputy City Treasurer
- Deputy City Librarian

(the employees) of the other part, and it is mutually agreed by and between the said parties that the terms, conditions and provisions as set out herein shall bind each of the parties named herein.

APPLICATION OF AGREEMENT

1.1 This agreement shall apply only to the officers of the Council cited in the preamble insofar as it provides conditions that are not covered in conditions of appointment formally accepted by any of those officers.

1.2 The Agreement may be amended at any time to provide for any matter, provided always that notice of any change or new clause shall be given to every officer subject to this agreement, provided always that any change or new clause shall be subject to prior agreement with the parties to the agreement.

1.3 No change to this agreement shall operate so as to reduce the salary or any benefit payable or applicable to any particular officer employed by the Council or to restrict or remove any of the conditions of service to which the officer, prior to such change, was entitled.

COMMENCEMENT AND TERM OF THE AGREEMENT

2. The agreement shall come into force and effect on and from 1 April 1980, and replace insofar as the officers now covered by this agreement are concerned, the Staff Regulations which became effective on and from 1 April 1977, and shall continue in force for a term of 3 years unless amended by further agreement.

CLASSIFICATION AND SALARIES

3.1 The salary scales prescribed below shall apply to the positions covered by this agreement. The Council reserves the authority to reclassify any position from time to time as the circumstances require.

3.2 The rates of remuneration prescribed by this agreement are related to the rates of salary applying to the Executive/Clerical Occupational Class in the State Services. The rates of remuneration prescribed by this agreement shall be amended from time to time in accordance with the Determinations issued by the State Services Commission in respect of the Executive/Clerical Occupational Class (007) as the result of any half-yearly or specific reviews undertaken in accordance with the provisions of section 30 or section 31 of the State Services Conditions of Employment Act 1977.

No general wage increase approved by the Arbitration Court under Regulations made under the Remuneration Act 1979, shall have any application to the rates of remuneration prescribed by this agreement except to such extent as that general increase applies to rates in the State Services.

3.3 Overtime will not be paid to any officer covered by this agreement for the devotion of such further time to duties as may be found necessary.

3.4 Higher Duties Allowance – Any officer who is instructed to perform the duties of a higher-grade officer under this agreement shall if he occupies the higher-grade position for more than two weeks continuously, be paid from such higher-grade duty, at a rate not less than the minimum salary paid for the position. The clause shall not apply to an officer relieving another officer on paid sick leave or on annual holiday.

3.5 Salary Scales –

	Step 1	Step 2	Step 3	Step 4	
Town Clerk	\$22,405	23,436	24,723	25,754)	As determined by the Higher Salaries) Commission.
City Engineer	22,405	23,436	24,723	25,754)	
Deputy City Engineer	18,925	19,922	21,187	22,452	
City Treasurer	18,925	19,922	21,187	22,452	
Director of Parks & Reserves	18,925	19,922	21,187	22,452	
City Secretary	17,931	18,925	19,922	21,187	
City Librarian	17,931	18,925	19,922	21,187	
Deputy City Treasurer	15,936	16,934	17,931	18,925	
Deputy Director of Parks & Reserves	15,936	16,934	17,931	18,925	
Deputy City Librarian	14,057	14,978	15,936	16,934	

4. HOLIDAYS AND ANNUAL LEAVE

4.1 Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944 and Amendments, but after ten years' continuous service with the Council or another local authority or the State Services in New Zealand or previous "like for like" service whether in New Zealand or overseas which is recognised as of value to the officer's position; employees shall in the eleventh and subsequent years be entitled to an annual holiday of twenty working days.

From Award –

4.2 The employer shall allow as additional annual holidays without deduction of pay the three working days between 26 December in any year and 1 January of the succeeding year: Provided that where the Council requires any officer to work on any of the said three days, another day or days shall be substituted therefore at a time the employer may decide, and as far as practicable to meet the wishes of the officer.

4.3 The undermentioned holidays shall be allowed without deduction from pay and shall not count as part of the annual holidays – New Year's Day, the day following New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day*, Waitangi Day* (*where both fall on working days), the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

5. SICK LEAVE

5.1 Each officer covered by this agreement shall be entitled to sick leave on full pay, accumulating at the rate of 10 working days per annum.

5.2 The length of continuous service for the purpose of calculating the sick leave entitlement means the aggregate length of service whether continuous or intermittent in the employ of the Upper Hutt City Council or with another local authority or the State Services in New Zealand or previous "like for like" service whether in New Zealand or overseas, which is recognised as of value to the officer's position prior to the commencement of employment with the Council will be treated as continuous service for the purpose of assessing sick leave entitlements under this agreement with sick leave granted in previous employment being taken into account and deducted from the entitlement.

5.3 The total period of sick leave may consist of one or more periods.

5.4 On expiry of his or her sick leave entitlement with pay, an officer may be granted additional sick leave with pay for not more than eight working days in any leave year where on account of illness it is deemed inadvisable for the officer in his own interests or those of the Council to be on duty.

5.5 Where absence on sick leave whether with or without pay, extends beyond three consecutive days, an officer must produce a medical certificate signed by a registered medical or dental practitioner.

5.6 In the event of an officer being injured in circumstances not arising out of or in the course of his or her employment, the Council may require such officer to repay the amount which has been paid to him or her as sick leave, but in no case exceeding the amount recovered from a third party in respect of loss of earnings. Such officer's sick leave credit as computed shall be restored for the period represented by such payment.

6. BEREAVEMENT LEAVE

6.1 In the event of the death of a relative of an officer covered by this agreement, emergency leave on full pay may be taken, up to a maximum of three days.

7. SPECIAL LEAVE

7.1 Special long service leave will be granted by the Council, on such conditions and to be taken at such time as it thinks fit, in accordance with the schedule hereunder:

SCHEDULE

Length of Continuous Service with the Council	Total Period of Long Service Leave
10 years.....	20 working days
20 years.....	20 working days
30 years.....	20 working days

7.2 Other periods of special leave not provided for above may be granted at the discretion of the Staff Committee and shall be without pay, but if the officer is a contributor to either of the National Provident Fund Superannuation Schemes, it is to be a condition of the grant of such special leave that he shall, during his period of absence, conform to the relevant conditions of the National Provident Fund Board.

8. MARRIAGE LEAVE

8.1 An officer continuing to be in the Council's service may, on one occasion on marriage be granted up to 10 working days' special marriage leave on full pay.

9. RETIREMENT LEAVE

9.1 The Council may in its discretion and on recommendation from the Staff Committee, grant leave on full pay for a period not exceeding 183 days to officers covered by this agreement who retire after completing not less than forty years' service.

9.2 The Council may in its discretion, and on recommendation from the Staff Committee, grant leave on full pay for a period not exceeding 91 days increased by one day for every two months of service, in excess of 25 years:

- (a) to officers who retire after completing not less than twenty years' service and who are not less than sixty years of age;
- (b) to officers who retire after completing not less than thirty-five years' service irrespective of age;
- (c) to an officer who is permitted to retire on a medical certificate which indicates that he or she is unable to continue work with the Council.

9.3 In applying this clause the Council may take into account whether or not sick leave with pay has exceeded the period due in normal circumstances under this agreement.

9.4 In determining the period of service for the purposes of this clause, the Council may exclude any continuous period of leave exceeding three months (other than leave for sickness or service with the Armed Forces).

9.5 For the purposes of this clause, employment with the Council or with another local authority or the State Services in New Zealand or previous "like for like" service, whether in New Zealand or overseas, will be treated as continuous service.

10. RETIRING ALLOWANCES AND LONG SERVICE GRATUITIES

10.1 Officers covered by this agreement having not less than ten years' service with the Council shall, on retirement or resignation, be paid a gratuity calculated on the basis of twenty-six weeks' ordinary pay (exclusive of overtime) after forty years' service, proportionately reduced for every complete year of service in the case of employees having less than forty years' service. The pay on which such amount is calculated shall be the average weekly ordinary pay of the employee concerned for the previous twelve months.

10.2 On the death of an officer who has had more than ten years' service with the Council, the Council shall pay to his or her dependents or any of them by way of gratuity an amount which would normally have been payable under Clause 10.1. For the purpose of calculating the gratuity, the date of death shall be deemed to be the date of retirement.

10.3 No gratuity shall be paid to an officer dismissed from the service of the Council.

10.4 No gratuity shall be paid to any officer with less than ten years' continuous service.

10.5 To qualify for a gratuity, service must be continuous, and broken periods of employment shall not be taken into consideration in calculating any gratuity.

11. MOTOR VEHICLES

11.1 Officers subject to this agreement allocated a Council vehicle are permitted the private use of the vehicle within the area of the Wellington Regional Council, and outside of this area with the prior consent of the appropriate Committee Chairman, with all petrol consumed on private journeys to be replaced by an officer at his or her own expense.

The foregoing Voluntary Agreement was duly authorised and agreed to by the Upper Hutt City Council by a resolution made at the Ordinary Meeting of the Council held on 23 September 1980.

In witness whereof the Common Seal of the Upper Hutt City Council was hereunto affixed in the presence of:

R. S. Kirton, Mayor.

R. J. Vine, Town Clerk.

And on behalf of the officers presently holding the positions with the Upper Hutt City Council covered by this agreement as witness by the signature of:

J. B. Downer, City Engineer

MEMORANDUM

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

The attention of the parties is directed to section 141(3) of the Industrial Relations Act 1973 relating to the procedures for the settlement of disputes of rights.

This agreement must be read in the light of the Higher Salaries Commission Act 1977 which would prevail in so far as there is any inconsistency with this agreement.

This voluntary agreement supersedes the Upper Hutt City Corporation Staff Regulations Voluntary Agreement dated 28 October 1977.

Dated at Wellington, this 5th day of August, 1981.

(L.S.)

J. H. Hall, Registrar