

Please post in a conspicuous place accessible to workers

**NORTHLAND HARBOUR BOARD
SALARIED OFFICERS—
VOLUNTARY AGREEMENT**

Dated 18/2/87

NOTE: See clause 18 herein for the date on which rates of wages come into force.

**UNDER THE INDUSTRIAL RELATIONS ACT 1973 SUBMISSION
OF VOLUNTARY AGREEMENT FOR REGISTRATION**

In the matter of the Industrial Relations Act 1973; and in the matter of the Salaried Officers' Northland Harbour Board dispute of interest between The Society of Technicians, Administrators, Managers and Supervisors and the Northland Harbour Board.

TO THE REGISTRAR OF THE ARBITRATION COURT:

WE HEREBY submit to you a signed copy of the terms of voluntary agreement of the abovementioned dispute of interest arrived at by the parties pursuant to Section 141 of the Industrial Relations Act 1973, for filing by the Registrar of the Arbitration Court as a voluntary agreement.

DATED at WHANGAREI this 9th day of January 1987.

SIGNATURES OF PARTIES

W. J. MacLENNAN,
for The Society of Technicians,
Administrators, Managers and Supervisors

J. CARNEY, (Chairman),
for the Northland Harbour Board

INDUSTRIAL AGREEMENT

BETWEEN

NORTHLAND HARBOUR BOARD BRANCH

**SOCIETY OF TECHNICIANS, ADMINISTRATORS, MANAGERS &
SUPERVISORS**

(SALARIED OFFICERS)

AND

NORTHLAND HARBOUR BOARD

Definitions

“Approved”—approval from the General Manager or Board must be given.

“Departmental Head”—Administration Manager, Harbour Engineer, Harbour Superintendent, Commercial Manager.

“Designated Position”—A Position remunerated under the Board's Salary Scale.

“Emergency”—The following is not an exhaustive list, but lists some of the situations considered emergencies; maternity confinement of member or member's wife, the adoption of child under five years of age, confinement due to illness of immediate family who reside at member's residence etc.

“Immediate Family”—Includes: worker's spouse (including de facto), parent, parent-in-law, child (including son/daughter-in-law), brother, sister, grandparent or grandchild, brother/sister-in-law.

“Member”—Means a financial member of the Northland Harbour Board Branch of Society of Technicians, Administrators, Managers and Supervisors.

“Rostered”—When a member is required to be at a particular phone extension for the purpose of possibly being called to return to work.

“Salary”—Means a step on the Northland Harbour Board Salary Scale.

INDUSTRIAL AGREEMENT

This Agreement made this 9th day of January 1987 between the NORTHLAND HARBOUR BOARD BRANCH, SOCIETY OF TECHNICIANS, ADMINISTRATORS, MANAGERS & SUPERVISORS (hereinafter called "the Society") of the one part, and the NORTHLAND HARBOUR BOARD (hereinafter called "the Board") of the other part.

Whereby it is mutually agreed by and between the said parties as set out in the following schedule:

SCHEDULE

1. SCOPE OF AGREEMENT

This Agreement shall apply to employees of the Board who are financial members of the Society and remunerated under the document known as the Board Salary Scale.

2. HOURS OF WORK/RESPONSIBILITIES

The salary of each member will remunerate that person for a period of 37 1/2 hours per week, and these hours shall be worked from Monday to Friday, between the hours of 8 a.m. to 5 p.m., except as in hereinafter agreed to the contrary. However, the Board may require Officers to work up to 40 hours per week or 8 hours per day when an occasion demands, without extra pay.

During this time the Officer shall devote the whole of his/her attention to the duties and responsibilities of the position, as advised at his/her time of appointment to that position, and shall not engage in or undertake any other duties or services for reward during these days and hours aforesaid, without the prior consent of the General Manager.

Members who with the consent of their Department Head, work flexible or additional hours to those stated in the first paragraph to this clause, may work an approved Departmental glide time or time-off in lieu system.

3. CONDITIONS OF EMPLOYMENT

- (a) Appointments shall be made with a probationary period not exceeding three months. At the expiration of this probationary period, the Officer shall either be appointed or discharged at the discretion of the Board and the Employee shall be so notified in either case. Continued employment by the Board shall be deemed to be confirmation of the appointment.
- (b) When any new position is created, or a vacancy for any designated position occurs in the staff, the Board shall advertise the position amongst members of the permanent staff of all departments and may also advertise contemporaneously externally, calling for applications for that position. For all internal advertisements a salary range shall be shown. Any applicant from the permanent staff who is suitably qualified shall be granted an interview as of right.
- (c) In the absence of special written agreement between the Officer and the Board, one month's notice of termination shall be given by either party except in the case of dereliction of duty, insubordination, or misbehaviour, and in such cases, the officer shall be liable to instant dismissal.
- (d) No person in the employment of the Board who at the date of this Agreement is in receipt of a higher rate of pay or other remuneration shall have his or her pay or remuneration reduced on account of this Agreement.

- (e) Where an agreement is reached during the currency of this Agreement between the Board and the Employees in respect of the salary or any condition of employment of any particular employee covered by this Agreement, then such Agreement shall be deemed to be part of this Agreement and the provisions contained therein shall be binding upon the Board and the Employees as if such provisions were included in this Agreement.
- (f) The employee shall not divulge or disclose to persons outside the Board any information regarding the Board's business or operations except such information that is already public knowledge.
- (g) The employee must perform the duties set out in the appropriate Schedule of Duties and Responsibilities as well as such other duties as the Board may from time to time require to be performed.

4. **MERIT ASSESSMENT**

The Board shall undertake a system of merit assessment for all S.T.A.M.S members on an annual basis. The criteria for merit advancement shall include factors such as the gaining of relevant qualification, meritorious performance or proficiency in the position. Salary increases on the basis of merit is to be on the recommendation of Departmental Heads to the General Manager and is subject to confirmation by the Board.

5. **STATUTORY LEAVE**

The following holidays shall be recognised paid holidays throughout the year:

New Year's Day and Day After
 Anniversary Day
 Waitangi Day
 Good Friday and Easter Monday
 Anzac Day, Queen's Birthday, Labour Day
 Picnic Day, Christmas Day, Boxing Day

Should any member be required to work or is rostered on call on any of the above days then one additional day shall be added to their annual leave.

6. **ANNUAL LEAVE**

Annual leave shall be granted in accordance with the Holidays Act 1981, provided however, that salaried officers covered by this Agreement shall be granted annual leave of four weeks per annum and after seven years, five weeks per annum.

7. **BEREAVEMENT LEAVE**

- (a) In the event of a death occurring in the member's immediate family the member shall be entitled to receive up to three days leave without loss of salary.
- (b) Where the member is required to take full responsibility for funeral arrangements leave on full pay is to be extended from date of death until the day after the funeral.

8. **MATERNITY LEAVE**

Maternity leave shall be granted in accordance with the provisions of the Maternity Leave and Employment Protection Act 1980.

Note: This Act provides that on written application a female employee shall be entitled to 26 weeks unpaid leave if she gives birth to a child or adopts a child under five years of age provided:

- (i) The worker has worked for the same employer for 18 months before the expected date of delivery or the date of adoption, and
- (ii) The worker has worked at least 15 hours per week during this period.

If the worker's position cannot be kept open during maternity leave she shall be entitled to preference of employment for 26 weeks following maternity leave.

This note is added for clarity only and shall not detract from the rights of workers or employers under the Act.

9. DOMESTIC LEAVE

Where an Officer finds it essential to remain at home in an emergency either in the event of a maternity confinement or at the time of an adoption, the Board shall grant the Officer up to five days leave on ordinary time pay in any one year on production of a birth certificate or suitable evidence of birth or adoption or impending birth or adoption.

10. JURY SERVICE LEAVE

- (a) Officers called for Jury Service shall be granted special leave at their normal salary, whilst attending court, and shall refund to the Board any Jury fees made to them although they shall be permitted to retain any reimbursing expenses paid to them.
- (b) Officers called as a witness in any proceedings of a court of record shall be granted special leave to attend court at their normal salary and may retain the expenses paid to them. However, any witnesses fees must be refunded to the Board.

11. SPECIAL LEAVE

- (a) Special leave with pay may be granted by the General Manager to Officers for the purpose of representing Northland or the North Island at a sport or art.
- (b) All applications for leave with pay for Officers representing New Zealand at sport or art must be submitted to the Board for approval.
- (c) Special leave without pay for special circumstances may be approved by the General Manager for periods of up to three months.
- (d) All applications for leave without pay over three months must be submitted to the Board for approval.

12. ANNUAL SERVICE PAY

Any person covered by the provisions of this Agreement shall be paid Service Pay as provided for in the agreement between the New Zealand Harbour Boards Industrial Union of Employers and the New Zealand Harbours Industrial Union of Workers.

13. REDUNDANCY

All Officers to be declared redundant will receive not less than eight weeks notice in writing of such intention from the Board and shall each receive the maximum payment allowable under the applicable legislation at that point in time.

14. **HIGHER DUTIES**

- (a) When a member is required to perform duties of another Officer, whose position carries a higher scale of salary, for more than six weeks in succession then that first mentioned officer shall receive the minimum salary applying to that higher graded position, from the date of beginning that person's duties.
- (b) Should the General Manager permanently increase job responsibility or widen the nature of duties performed in any position covered under the Board salary system then that position will be re-evaluated by the Salaries Committee in accordance with the Hay system.

15. **INDEMNIFICATION**

The Board shall fully indemnify the member against civil claims arising out of action taken or advice given or comments made in good faith during the course of his/her duties.

16. **PERSONAL GRIEVANCE**

- (a) Where an industrial question or personal grievance arises during the currency of the Agreement which has not been specifically and clearly disposed of by the terms of the Agreement, unless the parties otherwise agree, it shall be dealt with in accordance with the provisions of Section 115, 116 and 117 of the Industrial Relations Act 1973.
- (b) The parties agree that as a matter of first recourse in resolving any such question or dispute (including a personal grievance) both parties hear and resolve a question or dispute. If the said arbitrators cannot agree they shall forthwith appoint a third arbitrator who will hear and resolve the said question or dispute and whose decision shall be final and binding on the parties, but without prejudice to the powers or rights of the Arbitration Court to determine any industrial matter under the Industrial Relations Act 1973.
- (c) The essence of this Agreement being that, pending the settlement of any question or dispute or grievance referred to in paragraph "a" of this clause the work of the Employer shall not in any account be impeded but shall at all times proceed as if no such question had arisen.

17. **GENERAL WAGE ORDERS**

Unless specifically excluded by the Regulations, all General Wage Orders and Cost of Living Orders will apply to this Agreement.

18. **TERM OF AGREEMENT**

This Agreement shall be deemed to come into force on 1st January 1987 and expire on 31st December 1987 and shall be reviewed annually.

DATED this 9th day of January 1987.

Signed on Behalf of the:

W. J. MacLENNAN, SALARIED
OFFICERS NORTHLAND
HARBOUR BOARD Branch of the
Society of Technicians, Administrators,
Managers and Supervisors.

Signed on Behalf of the:

J. CARNEY, (Chairman) Northland
Harbour Board.

MEMORANDUM

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

DATED AT WELLINGTON this 18th day of February 1987.

D. S. Miller,
REGISTRAR.