

# **Auckland Council - Public Service Association Collective Agreement**

## **Te Whakaaetanga Tōpū a Te Kaunihera o Tāmaki Makaurau - Te Pūkenga Here Tikanga Mahi**

1 August 2022 - 31 October 2024

Te 1 o Ākuhata 2022 - 31 o Oketopa 2024





## Foreword / Ngā Kupu Takamua

10 years ago, in November 2012, representatives from Auckland Council senior management, the PSA, and delegates met for four days to talk about the relationship between the parties, and what their aspirations were for that relationship.

Unfortunately, at the time, the relationship was not a good one, and was characterised by antagonism and distrust. There was shared agreement that this not what anyone wanted as the basis for how we worked together. The outcome of that process was a partnership that aspired to creating a high performing Auckland Council and a strong PSA, through a high trust relationship that focused on strong engagement. The aspiration was captured in a lengthy document, the Behavioural Vision, which described where Auckland Council, and the partnership, might be in the future, which was set as being 15 years down the track.

Since then, much has happened to strengthen the relationship and, at times, test it. The most recent iteration of the partnership can be seen in the Pledge, which captures how the partnership changed in the six years between 2012 and 2018. While much of what is in the Pledge remains relevant today, the four years between 2018 and now have been unprecedented and a challenge for everyone. Looking forward, we know that the challenges of global recession, climate change, and a growing Auckland at a time of fiscal restraint, remain and, if anything, are going to be more complex and more difficult to address.

The negotiations that culminated in this collective agreement were not without their challenges and difficulties. Throughout, however, everyone remained in agreement that the partnership, and the collective agreement, is a critical pathway to achieving and enshrining outcomes for PSA members that will ensure Auckland Council remains a great place to work and will deliver for Auckland and Aucklanders. Much of the final agreement is about ensuring the collective agreement remains relevant to address the needs of PSA members over the two-year term. There are, however, certain parts of what was agreed that are, potentially, significant enhancements to what other employers provide, whether it is in the public or private sectors.

These innovative options include:

1. A commitment to work on a new, all-encompassing form of leave, Hauora leave. This will be an attempt to combine the various leave options that are available, with certain exceptions where it would be legally problematic to do so (e.g. annual or parental leave). The negotiation teams were keen to see if we could put in place a single, managed leave system, which operated based on trust and need rather than strict entitlements. It would mean that kaimahi could potentially access leave for those parts of their lives where it was most needed, and will allow for a more empowering framework that recognises cultural commitments, menopause and



menstruation needs, and gender affirmation. The details of this need to be worked on, but the intent of the proposal is to improve and better support how Auckland Council promotes the wellbeing of kaimahi.

2. Some changes to the agreement regarding how the PSA and Auckland Council support Maori and Pasifika kaimahi in their work and in developing meaningful career paths within the organisation.
3. Agreement to explore how the PSA and Auckland Council will work together to manage a “just transition” for kaimahi through the work that needs to be done to address climate change and, in particular, to see how we might all assist Auckland to meet the targets and aspirations identified in Te Tāruke-ā-Tāwhiri: Auckland's Climate Plan.
4. There is also recognition that it is timely to look at how we remunerate kaimahi. Although developing the current remuneration framework was an extensive piece of work undertaken by Auckland Council and the PSA in 2014 and 2015, it is appropriate that it is looked at again to ensure that it is operating fairly, equitably, and in accordance with the principles set out in the Group Remuneration Policy.

With what the current operating environment will throw at us in the short to medium term, and the work programs agreed to in these negotiations, there is much to do over the course of the two-year term. If we are to meet these challenges, we will do so far more effectively if we work in partnership. Partnership envisages that the parties will act in good faith and for the betterment of both parties to the relationship. We have the guidance of the Pledge, the aspirations of the Behavioural Vision, and the experience of 10 years working in this manner to assist us to ensure that Auckland Council remains a great place to work and that PSA members are supported and thrive in their mahi.



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**AUCKLAND COUNCIL COLLECTIVE AGREEMENT / TE WHAKAAETANGA TŌPŪ A TE KAUNIHERA O TĀMAKI MAKĀURAU**

**Ngā Hunga / Parties**

THIS AGREEMENT is made on 20 December 2022

**BETWEEN:**

Auckland Council ("**Council**") / Te Kaunihera o Tāmaki Makaurau

**AND**

The New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi Incorporated ("**PSA**")

**IT IS AGREED:**

**1. Coverage / Te Whakapuakanga**

1.1 This Agreement covers all employees of Council who are members of the PSA, except for:

- (a) Those covered by other PSA Collective Agreements with Council;
- (b) Managers in Tiers 1 - 4;
- (c) Any employees in pay band levels I and beyond (with the exception of specific employees identified in the unpublished Appendix 5, who are covered employees);

to ensure that no conflict of interest exists in respect of the application of this collective.

1.2 The parties will agree, at the PSA's request, to add PSA members in Bands I, J or K to Appendix 5 to ensure ongoing coverage, except if clauses 1.1 (a) or (b) apply.

1.3 For the avoidance of doubt, Council acknowledges that any PSA member identified in Appendix 5 will remain covered by this Agreement if the member accepts another role in pay bands I, J or K; except if clauses 1.1 (a) or (b) apply or where the employee's employment with Council ceases and he or she is subsequently re-employed by Council into a role not otherwise covered by this Agreement.



## **2. Working together/Te Mahi Tahī**

### *Te Tiriti o Waitangi/Treaty of Waitangi*

- 2.1 Council recognises its commitment to a treaty-based partnership with Māori. Council and the PSA support and enable the council to meet its commitments under te Tiriti o Waitangi / the Treaty of Waitangi and Māori responsiveness in Tāmaki Makaurau/ Auckland.
- 2.2 Council's obligations to Māori employees will mean that, as part of the definition of a good employer, Council will:
- (a) provide a working environment that supports and respects Tikanga Māori;
  - (b) Show good faith to Māori employees, in particular regarding recognition of their employment requirements;
  - (c) Ensure that engagement with cultural practices such as karakia is done with respect by all Council staff, and is appropriate for the context. Māori staff hold the mana in the context of tikanga but may choose as individuals whether or not to educate or lead other staff in matters of tikanga;
  - (d) Ensure that when employees are called upon by Council to use Tikanga Māori and Te Reo Māori in circumstances outside the requirements of their role, and where such duties are above and beyond the normal requirements of the employee, Māori employees may choose to share their Māori expertise at their own discretion and in the capacity of their choosing;
  - (e) Make requests in a way that is safe for Māori; and
  - (f) Offer support and recognition of this work including sufficient time and with the understanding that these requests may impact on workloads.
- 2.3 Council acknowledges that Māori staff are often motivated to serve their communities via their roles at Council and affirms their unique aspirations and aims. Council affirms the objectives of the Māori Employment Strategy (which may be updated from time to time) and recognises this is a primary tool for meeting the needs of Māori staff, keeping Te Ao Māori in mind to enable their greater involvement in employment.

### *Pasifika*

- 2.4 Council affirms the shared commitment to improving outcomes for Pasifika members of the workforce who may have needs not yet being met within the workplace and within their careers. Council supports the overarching vision focus



areas and direction of the Ara Moana Pasifika Strategy (which may be updated from time to time) in building the organisation's capacity and capability to improve outcomes for Pasifika people in Auckland and within the Council workplace.

*Cultural Safety Rules and Conditions / Nga Ture me ngā Here mō te Haumaru ā-Ahurea*

- 2.5 In undertaking both its Te Tiriti o Waitangi / Treaty of Waitangi and good employer obligations Council acknowledges that Māori employees may, if they agree to do so, lead tikanga such as mihi whakatau or karakia in their workplaces. Māori employees are not required to do so and do this separate to their role at Council. Any such request should be made in a way that is respectful and safe for Māori staff and Council will offer support and recognition of this additional cultural work including providing sufficient time and understanding that these requests may impact workloads. This clause does not apply to roles which involve leadership of tikanga.
- 2.6 Council separately affirms the right of Pasifika to voluntarily lead any culturally significant practices or provide services related to their respective culture, tradition or language at work outside of their normal employment duties. Any such request should be made in a way that respects and protects Pasifika kaimahi and the Council offer support and recognitions of this additional cultural work including by providing sufficient time and understanding that these request may impact workloads. Roles involving the leadership of Pasifika culture, custom or language are exempt from this section.

*Equity/Te Tauritenga*

- 2.7 Council is committed to fair treatment of employees and equality of employment opportunities. All employees will have equal opportunity for recruitment, development and promotion regardless of gender, marital status, family responsibilities, ethnicity, religion, disabilities, sexual orientation/preference, or age, and furthermore Council will ensure its remuneration framework is applied to all employees equally, without regard to any of the personal factors listed in this clause. The only exception to this commitment is where there is a positive initiative to address the needs and aspirations of groups within Council's workforce, commonly understood to be disadvantaged relative to the rest of the workforce.
- 2.8 The success of Council depends on team work and people working together in a spirit of co-operation, where employees and management are challenged to



continuously improve service and where active engagement and collaboration are the basis for relationships amongst all people working at Council.

- 2.9 We aim to have effective communication so that discussions on matters arising out of the employment of employees can be initiated by either employees or their manager. If there are concerns or questions about such matters, please feel free to raise them with the manager and/or the PSA delegate.
- 2.10 Council and the PSA are committed to eliminating gender inequality and the gender pay gap in particular, and we will work in partnership to identify issues and set timeframes for appropriate strategies and actions within the framework of the Manatū Wāhine Ministry for Women gender pay principles.
- 2.11 We acknowledge the benefits of working in partnership with one another. We understand that we have a mutual interest in the delivery of cost effective quality services through the provision of quality jobs and quality management practices. In doing so the following is accepted:
- Accountability – the parties are responsible for their actions (or lack of them) and are accountable to one another in developing and maintaining the relationship
  - Conflict – the parties accept that conflict and difference are a natural occurrence and that a constructive approach to seeking solutions to conflict will be taken at all times
  - No surprises – to maintain open and regular communication, between the parties on matters which affect the interests of the parties
  - Participation – to employ inclusive methods and problem solving techniques to resolve issues
  - Responsibility - the parties accept each other's responsibilities, in particular the Chief Executive's responsibility to the governing body for the performance of the organisation
  - Recognition – the parties shall recognise and the support the legitimate roles and functions of both the PSA delegates and managers and undertake to work with each other in good faith and goodwill.
- 2.12 We support a balance between employees' working responsibilities and their personal and family commitments. This requires co-operation between managers and employees to meet operational needs and employee commitments.
- 2.13 We will work together to continuously improve services and to meet the needs of service receivers.



*Climate Change / Te Huringa ā-Āhuarangi*

- 2.14 Council and the PSA acknowledge that both parties have a shared interest in both addressing climate change as well as achieving the goals and aspirations of *Te Tāruke-ā-Tāwhiri: Auckland's Climate Plan*. Over the term of this Agreement, Council and the PSA will meet regularly, with appropriate subject matter experts from within Council to talk about how Council, the PSA, and PSA members can contribute to achieving these goals and aspirations.

**3. Term of Agreement and Member Benefit / Te Wā o te Whakaaetanga me ngā Painga ki ngā Mema**

- 3.1 This Agreement shall come into force on 1 August 2022 and shall continue in force until 31 October 2024.

*Member Benefit Payment / Te Utu ā-Painga ki ngā Mema*

- 3.2 In recognition of the ability to pass on any negotiated terms and conditions, each member covered by this Agreement, as at the date of ratification, working an average of 10 hours or more per week over the six months prior to the payment, shall receive a lump sum payment of \$350 as soon as reasonably practicable after ratification. Subject to the above conditions and clause 3.6, an additional payment of \$350 will be paid to members covered by this Agreement on or about 1 November 2023.
- 3.3 Those members working on average less than 10 hours per week over the six months prior to the payment and who members at the date of ratification will receive a payment of \$175 as soon as reasonably practicable after ratification. Those members who come within the conditions of this clause and clause 3.6, will receive an additional payment of \$175 on or about 1 November 2023.
- 3.4 In addition to the member benefit payment, those members covered by this Agreement, as at the date of ratification will be entitled to 1 x PSA leave day for the period 1 November 2022 – 31 October 2023. Subject to this condition, and clause 3.6, members will be entitled to 1 additional PSA leave day for the period 1 November 2023 - 31 October 2024. PSA leave days do not accrue, will not be paid out to members who leave Council during the term of this collective agreement, and must be used within the specified year of entitlement .
- 3.5 In addition to the PSA leave days outlined at 3.4, those PSA members who have an Annual Leave balance of no more than one year's entitled leave on 1 November 2023 will receive an additional PSA leave day.



- 3.6 To qualify for the November 2023 member benefit payment and PSA leave day, members must have joined the PSA by 1 October 2023 and must be employed by Council on 1 November of the payment year.

#### **4. Basis of Agreement / Te Tūāpapa o te Whakaaetanga**

- 4.1 This Agreement is made pursuant to Part 5 of the Employment Relations Act 2000 and its amendments.

#### **5. Variation / He Rerekētanga**

- 5.1 This Agreement may be varied during its term. Any variations to this Agreement will be recorded in writing. Such variations may apply where they have been agreed between Council, the PSA and the employees directly affected, subject to the PSA ratification procedure.

#### **6. Council and the PSA / Te Kaunihera o Tāmaki Makaurau me Te Pūkenga Here Tikanga Mahi**

##### *Role / Recognition of Delegates/ Te Tūranga / Te Tohu i ngā Māngai*

- 6.1 The PSA delegates are recognised as Council employees, leaders and representatives of the PSA and will be given reasonable time and resources to carry out union related tasks in work hours so long as it does not unreasonably impact on Council's operations and that the PSA and its delegates demonstrate good faith in utilising this provision.
- 6.2 By virtue of joining the PSA, employees have given the PSA the right to act as their representative in all matters relating to their employment. In accordance with this authority, Council will allow the PSA delegates to inspect wages, time and holiday records and to take copies as required at a time mutually agreed between the delegates and the appropriate manager.
- 6.3 PSA delegates shall have the use of technology, notice boards, the internet and intranet sites and other means of accessing information and making it available to members.
- 6.4 Union members and delegates need to gain prior approval before Council resources, including time, are used. Approval will not be unreasonably withheld. However prior approval need not be obtained in circumstances that are similar to the following:



- Updating the PSA intranet site
- Informing members about generalist PSA activities via e-mail, print or phone so long as it doesn't unreasonably impact on their work.

6.5 The PSA will normally notify Council of any new delegates. Upon written request from Council, the PSA shall supply a list of current delegates.

*Consultation / Te Takinga Kōrero*

6.6 Council will consult with the PSA regarding policies related to employment matters or likely to impact on staffing issues. Council will notify the PSA of any reviews or development it undertakes of policies relating to these matters. The PSA shall be allowed sufficient time to provide feedback, which shall be given due consideration. The development of policies and practices shall be consistent with, and support the application of, the collective agreement terms and conditions.

*PSA Delegates Committee(s) / Te/Ngā Komiti Māngai PSA*

6.7 A PSA Delegates Committee(s) may be established by members covered by this Agreement. The purpose of the committee is to build and maintain effective union organisation and carry out the obligations of this Agreement. Council will grant reasonable paid time off work to attend meetings of the committee. Delegates attending such meetings must advise their team leader/manager of their planned absence in advance, specifying the time involved.

*Joint Consultative Group / Te Rōpū Tūhono Taki Kōrero*

6.8 PSA delegates committee representatives and management representatives will meet on a regular basis to discuss employment or organisational matters. Terms of reference will be developed by the group.

*Employment Education Leave / Te Wā Whakawātea mō te Ako ā-Mahi*

6.9 The PSA is entitled to allocate to its members in the workplace a maximum of five days Council paid training leave for an individual in a calendar year, subject to the following formula for determining overall leave entitlement:

Full-time equivalent eligible employees as at the specified date in a year	Maximum number of days of employment relations education leave that PSA entitled to allocate
1-5	3
6-50	5



51-280	1 day for every 8 full-time equivalent eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 full-time equivalent employees or part of that number that exceeds 280

- 6.10 The process of administering this leave shall be agreed between Council and the PSA.

*Deduction of Fees / Te Tango Utu*

- 6.11 Provided that PSA fee deductions have been authorised in writing by the members concerned, Council will deduct fees from the wages of members of the PSA covered by this Agreement and will remit them, together with a list of members from whom deductions were made, to the appropriate PSA office at regular intervals.
- 6.12 Upon written request from the PSA, Council will provide within 30 days a list of names, classifications, department and location of members covered by this Agreement; provided such requests will not be made at intervals shorter than six months.

*Members' Meetings / Ngā Hui a ngā Mema*

- 6.13 PSA members are entitled to 4 hours paid leave per year to attend union meetings. Management supports and encourages the PSA to communicate regularly with employees. By mutual agreement, additional meetings may be organised.

*Access / Te Āheinga*

- 6.14 The PSA, when exercising its right to enter a Council workplace, must do so at reasonable times during any period when an employee is employed to work in the workplace and in a reasonable manner having regard for business operations.
- 6.15 Council will allow access to its premises by the PSA organiser. The purpose of access is to discuss union business including, but not necessarily limited to:
- Negotiations for Employment Agreements;
  - Disputes
  - Personal grievances
  - Other issues affecting the employment of employees
  - Promotional activity and recruitment
  - Distribute union information



- Speak with members and potential members
  - Meet with Council executives
- 6.16 PSA organisers may enter the workplace, speak with members/potential members and distribute union information. Normal courtesy will apply and the PSA organiser will notify management prior to entry when normal operations might be affected by the attendance of the PSA organiser.
- 6.17 A manager may exceptionally refuse entry to any persons who cannot show adequate identification, demonstrate a reasonable purpose for entry, comply with Health & Safety requirements or who does not have proper regard for normal business operations.

*Induction / Te Whakatau*

- 6.18 PSA delegates and organisers are able to participate in the induction process for new employees.

**7. Employment Status / Te Tūnga ā-Mahi**

- 7.1 Council may employ permanent employees, whether on a full or part-time basis, or temporary employees on a fixed term, or casual basis as appropriate to best meet operational needs.

*Part Time Employees / Kaimahi Hangere*

- 7.2 Part time employees are those whose ordinary hours of work are less than 40 hours per week on average.
- 7.3 Part time employees shall be subject to the provisions of this Agreement on a pro-rata basis where applicable.

*Fixed Term Employees / Te Kaimahi Wā Motuhake*

- 7.4 Fixed term employees are those who are employed on a full or part-time basis for a finite period. Employment will end:
- (a) At the close of a specified date or period; or
  - (b) On the occurrence of a specified event; or
  - (c) At the conclusion of a specified project.



- 7.5 Council will advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

*Casual Employees / Te Kaimahi Kōhikohiko*

- 7.6 Casual employees are those who are employed to work on an irregular and intermittent basis with no set hours or days, who are hired to help meet the operational needs of Council.

- 7.7 Casual employees who have worked regularly on a weekly basis and / or are permanently rostered may have their employment status reviewed to confirm if the casual status is still appropriate.

- 7.8 In clause 7.9 below, “Eligibility” for casual employees means that they have over a period of 6 months, worked for Council for:

- (a) At least an average of 10 hours a week during that period; and
- (b) no less than 40 hours in every month during that period.

- 7.9 Casual employees are entitled to all provisions of this Agreement for the term of each engagement except as modified in the following clauses:

- (a) Clauses 3.3 to 3.6: Member benefit payments
- (b) Clause 8: Continuity of service – excluded.
- (c) Clause 13.11: Stand-down – this will read for casual employees “Employees will be paid for a full 8 hour day (or the length of their working day, if shorter) irrespective of starting time and will finish at their normal finishing time”.
- (d) Clause 16: Higher Duties Allowance – excluded.
- (e) Clause 19: Shift Work – excluded.
- (f) Clause 22: Public holidays – excluded. Casual employees will be entitled to receive payment for working a public holiday as per the Holidays Act.
- (g) Clause 23: Annual holidays – excluded. Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.
- (h) Clause 24.3: Sick leave – subject to Eligibility which is reviewed every 12 months, casual employees will be entitled to 10 days’ sick leave entitlement for the forthcoming 12 months.
- (i) Clause 24.5: Discretionary sick leave – excluded.



- (j) Clause 24.15: Council/ACC top up for work-related sick leave - references to “the first 30 days” for casual employees will read “the first 30 days (or the length of the period of engagement, if shorter)”.
- (k) Clause 25: Support for employees impacted by violence or abuse - subject to Eligibility
- (l) Clause 26: Bereavement Leave / Tangihanga Leave – subject to Eligibility, which is reviewed every 12 months.
- (m) Clause 27.3: Paid parental leave 16 week and 17 weeks from 1 Nov 2023 top up - Council will continue to pay the casual employee’s salary for 16 weeks and 17 weeks from 1 Nov 2023 (or the length of the period of engagement, if shorter) minus the parental leave payment made by the Inland Revenue department, for those casual employees entitled to at least 16 weeks’ and 17 weeks from 1 Nov 2023 paid parental leave under the Act.
- (n) Clause 27.4: Support caregiver leave - subject to Eligibility, Council will provide the equivalent of 2 weeks’ paid leave for the relevant casual employee who is a support caregiver.
- (o) Clause 28: Course fees, Study Leave, Subscriptions and Practicing Certificates – excluded.
- (p) Clause 29.2: Jury service payment/reimbursement – excluded.
- (q) Clause 31 and 32: Management of Change and Redundancy – excluded.
- (r) Clause 33: Permanent relocation – excluded.
- (s) Clause 34: Travel hardship – excluded.
- (t) Clause 35.2: Notice periods for Resignation or Termination from Employment – to read for casual employees: “One day’s notice of termination of employment must be given in writing to the other party (other than in relation to the expiry of the specific period of engagement). A lesser period of notice may be agreed.”.

7.10 In clause 7.11 below, “Eligibility” for fixed term employees means that they are employed:

- (a) on a fixed term agreement for longer than a six month period (in which case any relevant entitlements would start on commencement of the relevant agreement); or
- (b) on a fixed term agreement for a six month period or less, but they have worked continuously (as referred to in clause 7.11(a) below or in relation to a single fixed term agreement) for Council for more than three months (in which case any relevant entitlements would start after that three month period).



7.11 Fixed term employees are entitled to all provisions of this Agreement for the period of their fixed term except as modified in the following clauses:

- (a) Clause 8: Continuity of service – excluded, other than if a fixed term employment agreement has (or successive agreements have) continuously followed a period of permanent employment for the relevant employee (as defined in clause 8.1).
- (b) Clause 24.3: Sick leave – subject to Eligibility, fixed term employees will receive ten days' sick leave per annum (or a pro rata entitlement).
- (c) Clause 24.15: Council/ACC top up for work-related sick leave - references to "the first 30 days" for fixed term employees will read "the first 30 days (or the remainder of their fixed term period, if shorter)".
- (d) Clause 25: Support for employees impacted by violence or abuse – subject to Eligibility.
- (e) Clause 26: Bereavement Leave / Tangihanga Leave – subject to Eligibility.
- (f) Clause 27.3: Paid parental leave 16 week and 17 weeks from 1 Nov 2023 top up - Council will continue to pay the fixed term employee's salary for 16 weeks and 17 weeks from 1 Nov 2023 (or the remainder of their fixed term period, if shorter) minus the parental leave payment made by the Inland Revenue department, for those fixed term employees entitled to at least 16 weeks' and 17 weeks from 1 Nov 2023 paid parental leave under the Act.
- (g) Clause 27.4: Support caregiver leave - subject to having six months' continuous service, Council will provide 10 days' paid leave for fixed term employees who are support caregivers.
- (h) Clause 28: Course fees, Study Leave, Subscriptions and Practicing Certificates – excluded.
- (i) Clause 29.2: Jury service payment/reimbursement – subject to Eligibility.
- (j) Clause 31: Management of Change –
  - (a) Clause 31.22 (salary protection) – excluded.
  - (b) All other parts of clause 31 – included subject to Eligibility.
- (k) Clause 32: Redundancy – excluded.
- (l) Clause 33: Permanent relocation – eligible for the relevant annualised payment, on a pro-rata basis based on the remainder of their fixed term.
- (m) Clause 34: Travel hardship – eligible for the relevant annualised payment, on a pro-rata basis based on the remainder of their fixed term.
- (n) Clause 35.2: Notice periods for Resignation or Termination from Employment – clause 35.2 to read for fixed term employees: "One month's notice of termination of employment must be given in writing to the other



party (other than in relation to the expiry of the fixed term period). A lesser period of notice may be agreed.”.

## **8. Continuity of Service / Te Haere Tonu o te Mahi**

- 8.1 Continuous service means service with Council, including Council Controlled Organisations (“CCOs”) or its predecessors, not broken for a period of more than three months. However, where full redundancy compensation has been paid by Council, the service upon which it was based shall not count toward any subsequent redundancy compensation calculation / entitlement.
- 8.2 An employee who transfers from Council into the employment of a CCO, but subsequently returns to the employment of Council, will have all previous service regarded as current and continuous including the time spent with the CCO itself.
- 8.3 As part of previous service being recognised, an employee’s personnel file with the CCO will be transferred to, and held by, the Council and will form part of the Council’s personnel files. Personnel files will be used in accordance with Our Charter.

### *Recognition Of Previous Service / Te Āta Tautohu i ngā Mahi o Mua*

- 8.4 For the purposes of annual leave, service that has been previously recognised by the predecessor council shall continue to be recognised.
- 8.5 For the purposes of redundancy calculations and income protection as a result of redeployment, service recognised by the predecessor council will be transferred to the Auckland Council from 1 November 2010 and shall continue to be recognised. For the avoidance of doubt, where full redundancy compensation has been paid by the council, the service upon which it was based shall not count toward any subsequent redundancy compensation calculation / entitlement.

## **9. Other Business Interests and Secondary Employment / Ētahi Atu Aronga Pakihi me te Mahi Tuarua**

### *Secondary employment / Te Mahi Tuarua*

- 9.1 Written prior approval should be sought from the Chief Executive or a manager delegated by the Chief Executive before engaging in secondary employment. In considering whether to approve any such request the manager will consider whether any secondary employment, or business activity or engagement in any business that would adversely impact on Council’s business such as it is necessary



to (but it is not limited to):

- protect its commercially sensitive information; or
- protect its intellectual property rights; or
- protect its commercial reputation; or
- prevent a real or perceived conflict of interest that cannot be managed to protect both parties; or
- manage health and safety concerns around working excessive hours; or
- maintain service delivery.

9.2 Permission to obtain secondary employment shall not be unreasonably withheld.

*Conflict of Interest / He Pānga Taupatupatu*

9.3 Employees must not engage in any way in any business likely to conflict with the Council's business without the prior written consent of the Chief Executive or a manager delegated by the Chief Executive.

9.4 Employees will not establish themselves or engage in private business or undertake other employment in competition with Council or which in any way conflicts with Council's business without the express written consent of the Chief Executive or a manager delegated by the Chief Executive.

*Patents and Trademarks / Ngā Mana Waihanga me ngā Tohu Hoko*

9.5 All inventions, patent rights, trademarks or other processes developed or created by employees arising from and developed in connection with the activities of Council will be the sole property of Council.

9.6 Council's Conflicts of Interest Guide sets out further detail.

**10. Hours of Work / Ngā Haora Mahi**

10.1 Except as specifically provided elsewhere in this Agreement, the ordinary hours of work shall be 40 hours per week and 8 hours per day, five days a week between the hours of 7am and 7pm, Monday to Sunday inclusive. Any time worked outside these hours shall be agreed between the manager and the employee concerned.

10.2 Hours of work will be agreed on commencement and shall only be varied by consent.



- 10.3 By agreement between the manager and employee the ordinary hours may be varied to allow for 10 hours a day 4 days a week between the span of hours as stipulated above. A duty shall be continuous except for the meal periods and rest periods provided for in this Agreement.
- 10.4 Where agreement under clauses 10.1 – 10.3 is not able to be reached, then the management of change provisions in clause 31 may be considered.

*Meal Intervals / Ngā Wā Kai*

- 10.5 An interval of 10 minutes shall be allowed to each employee within each period of four hours of work for a refreshment break. A hot drink of tea, coffee, milk and sugar and drinking water shall be available at Council's expense at these times and at meal breaks.
- 10.6 No employee shall be required to work more than 5 hours without an unpaid uninterrupted break of half an hour for a meal. The meal break of half an hour can be extended by mutual agreement. An employee unable to be relieved from work for a break shall be allowed half an hour to have a meal on duty and this period shall be regarded as working time.

**11. Flexible Working and Hybrid Working / Te Mahi Wā Hangore me te Mahi Kānekeneke**

- 11.1 Council recognises the value of both hybrid and flexible work practices to accommodate an employee's work and life needs. The intent of flexible and hybrid working is to agree an arrangement that will allow employees to fulfil their role in a way that enables individual employees to accommodate personal circumstances whether due to out of work commitments or individual lifestyle pursuits. This helps employees to balance personal life with work.
- 11.2 A flexible or hybrid working arrangement may be formal, which usually involves a permanent change to the employee's terms and conditions, or informal, where the change is not contractual, and is usually subject to review after an agreed period of time. Irrespective of the formality of the arrangement, in all situations it will be documented to reflect the agreement. A formal application for flexible working arrangements must be dealt with as soon as possible, but no later than one month after received.
- 11.3 Council recognises that flexibility in working hours and practices is highly desirable and the factors it will take into account, in any request for a flexible or hybrid working arrangement include that:



- (a) Council's needs in terms of service delivery and service to its customers are fully met;
- (b) All team members' needs are fairly considered;
- (c) The arrangements for flexible or hybrid in work practices and hours are by mutual agreement between the appropriate manager and the employees concerned.

11.4 Examples of flexible or hybrid working arrangements, include (but are not limited to):

- (a) Flexibility around start and finish times, but where the employee still works the same number of hours as before the arrangement (sometimes called flexi-time);
- (b) Working a varied work schedule across the week (for example, 10 hours on Day 1, 8 hours on Days 2, 3 and 4, and 6 hours on Day 5);
- (c) Flexibility in work location;
- (d) Working a shortened week (for example, 4x 10 hour days per week);
- (e) Moving from full-time to part time; and
- (f) Phased retirement.

11.5 Further detail and guidance may be found in Council's Flexible Working Guidelines, Hybrid working guidelines and the Employment Relations Act 2000.

## **12. Overtime and Time off in Lieu (TOIL) / Te Wā Tāpiri me te Wā Nama ki te Kaimahi (TOIL)**

12.1 Overtime is any time worked in excess of the ordinary hours of 40 hours per week or 8 hours per day, unless arrangements to work an extended number of hours in a day were made in accordance with clause 11.4 or clause 20 applies. Overtime shall be calculated on a daily basis except where clause 20 applies.

12.2 All overtime is voluntary, must be authorised by the employee's immediate supervisor / manager, and shall be paid at the rate of time and half. Both the employee and the manager are responsible to ensure that the employee is not working so many hours that might amount to a risk to health and safety.



- 12.3 For the purposes of this clause ordinary hours shall include hours taken as leave as authorised by this Agreement and the employee's manager.
- 12.4 Paid overtime will normally only be applicable for employees below Band H. Employees in Bands H and above will be eligible for TOIL, as described below. In exceptional cases, overtime may be paid to employees in higher bands, but such an exception will need to be signed off by the relevant Tier 3 manager.
- 12.5 The employee and their manager may also agree for the employee to accrue time off in lieu instead of paid overtime. Such an agreement will have to be made in advance of the time worked. Time off in lieu shall be accrued on an hour for hour basis.
- 12.6 All time off in lieu accrued must be recorded through the payroll system and shall be taken within 3 months of accruing. TOIL may be paid out at the appropriate rate before the expiry of the 3 month period, by agreement.
- 12.7 However, the manager and the employee may mutually agree to extend the time frame within which it must be taken. Any such agreement shall be recorded in writing and advised to the payroll department.
- 12.8 In the event that the parties agree that the time in lieu cannot be taken within the three (3) months or the longer timeframe agreed, the accrued time shall be paid out at overtime rates.
- 12.9 Emergency work and call out shall be paid in accordance with Clause 13 below.

**13. On Call / Call Out / Te Wātea ki te Mahi / Te Tonoa ki Waho**

- 13.1 On Call shall mean that the employee is required to be available for call out during off duty hours. The parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.
- 13.2 Staff required to be on call must:
- (a) Notify the employer of their contact details, remain contactable and ensure they are readily available; and
  - (b) be in a fit state to perform their duties; and
  - (c) remain within the Auckland region unless otherwise agreed.



*On-Call Allowance / Te Utu kia Wātea ki te Mahi*

- 13.3 Employees who are required to be on call as specified above, will be entitled to the following:
- (a) For being on call after working their normal hours on a scheduled work day \$24.15 per day + a day in lieu if on a Public Holiday
  - (b) For being on call on a non-scheduled work day - \$ 49.35per day + an additional \$ 71.27 if on a Public Holiday.
- 13.4 Employees required to be on call will be provided with a Council vehicle or where required to use a private motor vehicle employees will be reimbursed for the use of a private motor vehicle in line with Council policy (unless other suitable alternative arrangements have been mutually agreed). A cell-phone may be made available during the on-call period if required.

*Call Out / Te Tonoa ki Waho*

- 13.5 Employees will be paid based on overtime rates for a minimum of 3 hours, or actual working including travelling time, whichever is the greater if they:
- (a) Are called back to work after completing their day's work, and having left their place of work, or
  - (b) Are called back before the normal time of starting work and do not continue until their normal start time.
- 13.6 Call backs starting and finishing within the minimum period covered by an earlier call back shall not be paid for.
- 13.7 Call backs commencing before and continuing beyond the end of a minimum period for a previous call back will be treated as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.
- 13.8 If a call back of less than a full shift is worked between two periods of duty of a full shift or more, the employee will be entitled to a break of nine continuous hours either before or after the call back, unless otherwise described in the Stand Down clause below.

*Stand Down / Te Tatari*

- 13.9 The stand down period if call out work extends or begins after midnight shall be:



- (a) 4 hours if call-out is less than 2 hours after midnight; or
  - (b) 9 hours if call-out exceeds 2 hours after midnight.
- 13.10 Stand-down period begins at the beginning of the employee's normal working day (e.g. if an employee normally starts work at 7.00am and has a stand down period of 4 hours they will commence work at 11am).
- 13.11 Employees will be paid for a full 8 hour day irrespective of starting time and will finish at their normal finishing time.
- 13.12 Where unreasonably disruptive after-hours advice is required that does not result in a call-out, a one hour stand-down period will be applicable.

#### **14. Remuneration / Te Taiutu**

##### *Introduction / He Kupu Whakataki*

- 14.1 Auckland Council is committed to ensuring that it attracts, retains and motivates high performing people to support the achievement of its strategic objectives.
- 14.2 As Auckland Council is transforming to a high performance organisation a new Performance, Recognition and Pay framework has been developed to promote accountability for outcomes, recognise high performance and ensure a fair rate of pay for work performed. The framework allows for both individuals and people leaders to ensure day-to-day high performance, whilst enabling employee buy-in, ownership and accountability for their work.

##### *My Time / Te Wā ki a Au*

- 14.3 Employees will have monthly My Time conversations about their performance and development with their direct manager. The ideal is for employees to lead these conversations with their manager. Success factors are:
- Regular My Time conversations are occurring
  - Employees and managers set and review goals aligned with team priorities and their personal development
  - Employees feel valued and recognised for their work
  - Employees are developing in their roles and careers at Auckland Council
  - There is clarity of expectations



- 14.4 Underperformance will be actively managed through early identification, intervention and resolution.
- 14.5 The framework will provide internal equity and fairness and manage total costs in a financially responsible way.

*Remuneration Structure / Te Tūāhanga o te Taiutu*

- 14.6 Council's remuneration year currently runs from 1 September of one year to 31 August of the following year.
- 14.7 Roles covered by this Agreement fall within established salary bands, A to H, which are set out in Appendix 1. Each role is allocated to a salary band based on the Strategic Pay Job Sizing (SP10) system, set out in Appendix 2. This clause 14 also applies to those members above band H whose coverage is grandparented as set out in Appendix 5.
- 14.8 Each salary band is divided into three zones: progression, target and upper.

*Remuneration on Appointment / Te Taiutu i te Whakawhiwhinga ki te Mahi*

- 14.9 At commencement of employment, or on appointment to a new role, an employee's salary will be placed in one of the three zones. The salary will be set at Council's discretion taking into account such factors as the employee's qualifications, skill, experience, market information and relativities with other employees in the same or similar positions.

*Annual Remuneration Review Process / Te Tukanga o te Arotake ā-Tau i te Taiutu*

- 14.10 Council and the PSA agree to meet in about January/February each year to discuss matters relevant to the remuneration of PSA members covered by this Agreement. In particular, they will negotiate a set increase on the base salary rates for members for the upcoming remuneration year ("**set increase**"). As set out in clauses 14.12 and 14.13 below, the parties will also discuss the band review.
- 14.11 The parties agree that, for each remuneration year during the term of this agreement, the set increase will be at least equivalent to the annual CPI rate published by the Department of Statistics through December of the previous remuneration year.
- 14.12 Each year Council reviews the salary ranges for each of the bands in Appendix A for the upcoming remuneration year, to ensure that the salary bands continue to reflect the organisation's remuneration policy. In doing so, Council takes account of:



- Information provided by external remuneration specialists, such as Strategic Pay, about the labour market generally, remuneration trends, and market movements applicable to the various roles that come within each Band;
- Council's desire to be an employer of choice and to provide competitive salaries that attract and retain the most suitable employees for particular roles;
- The wider economic environment and, in particular, changes to CPI and Council's budgetary considerations; and/or
- Social equity, and how remuneration outcomes applied may impact on employees' economic wellbeing and that fair and reasonable increases are considered a priority for our employees in roles at the lower end of the pay scale.

14.13 Council recognises that the PSA, on behalf of its members, has a legitimate interest in the outcome of the band review process and is committed to ensuring the PSA has a meaningful opportunity to influence the band review outcome.

14.14 In anticipation of the parties meeting as referred to in clause 14.10, Council will provide the PSA with the information referred to in clause 14.12 that the Council will be relying on as part of its band review. If the PSA intends to refer to additional or alternative data, it too will provide Council with any such data in advance of the parties meeting.

14.15 If the parties' discussions are not concluded by 31 May of that year, Council will determine what band movements, if any, are necessary for the upcoming remuneration year based on the information it has available to it at that date. Appendix 1 will be updated following any decision to increase some or all of the bands.

#### *Annual Remuneration Review / Te Arotake ā-Tau i te Taiutu*

14.16 An eligible employee's salary will be reviewed on an annual basis, taking into account the set increase and any band review outcome.

14.17 Any relevant increase for a remuneration year will be applied to all eligible employees' salaries effective from 1 September for that year (subject to clauses 14.20 to 14.24). Employee ineligibility for a review or the set increase is set out in clauses 14.18 to 14.19.

#### *Employee ineligibility for the remuneration review / Te korenga o te kaimahi e āhei ki ngā arotake i te taiutu*



- 14.18 Employees who join Auckland Council between 1 June and 31 August of a remuneration year, or who have otherwise had a salary increase between those dates, are not eligible for any increase or review on 1 September of the upcoming remuneration year.
- 14.19 Employees on a Performance Improvement Plan as at 1 September of a remuneration year are not eligible for an increase or review at any stage during that remuneration year, unless they successfully complete their Performance Improvement Plan before 31 December that remuneration year:
- (a) Where they successfully complete their Performance Improvement Plan between 1 September and 31 December that same remuneration year, they become eligible for the set increase and any applicable band movement from the date of the completion of the Performance Improvement Plan.
  - (b) Where they successfully complete their Performance Improvement Plan after 1 January that remuneration year, they will not be eligible for any increase that remuneration year.

*General application of salary increases / Te whakamahinga whānui o te whakapikinga utu*

- 14.20 The following general rules will be applied at each remuneration review:
- (a) Any set increase will be applied to the eligible employee's salary from where it is situated after any band movement is applied (subject to clauses 14.21, 14.22 and 14.24).
  - (b) An eligible employee's salary will not fall below the minimum of the applicable band.
  - (c) An eligible employee's salary increase will not result in the employee's salary exceeding the maximum of the applicable band.

*Salaries in the Progression Zone / Ngā Utu i te Rohenga Whakapiki Mahi*

- 14.21 Where an eligible employee's salary is in the progression zone as at 31 August one year, they will receive the set increase from 1 September for the upcoming remuneration year. In addition, they will receive a band movement up to the cap of the target zone minimum. The set increase and any band movement will each be calculated as a percentage of the employee's 31 August salary.
- 14.22 Where an eligible employee's salary is in the target zone as at 31 August one year but a band movement results in the relevant salary moving from the target zone to



the progression zone after the set increase is applied, their salary will be increased up to the target zone minimum from 1 September for that remuneration year.

*Salaries in the Target and Upper zones / Ngā Utu i te Rohenga*

- 14.23 Where an eligible employee's salary is in the target or upper zone as at 31 August one year, a set increase will apply to the individual employee's salary from 1 September for the upcoming remuneration year, subject to clause 14.20.3. This means that if an eligible employee's salary is near the salary band maximum, only part of the set increase will apply so that the employee's salary does not exceed the salary band maximum.

*Salaries at or above the band maximum / Ngā utu i te taumata, i runga ake rānei i te taumata utu*

- 14.24 Where an eligible employee's salary is at or above the maximum of the salary band for the role as at 31 August one year, they will not be eligible for a set increase or equivalent payment from 1 September for the upcoming remuneration year.

*Post-Remuneration Review Process / Te Tukanga i Muri i te Arotake i te Taiutu*

- 14.25 Council and the PSA agree to meet in September/October in each year to discuss matters relevant to the effectiveness of the overall remuneration process. In particular, they will identify and discuss opportunities to amend, or improve the effectiveness, of specific portions of the overall remuneration process.

*Remuneration Working Group / Te Rōpū Mahi mō te Taiutu*

- 14.26 Council and the PSA agree to establish a working group, which will meet monthly, to provide a forum for discussing and resolving remuneration matters of importance to both Parties.
- 14.27 From 1 March 2022, all positions under coverage of this Agreement will be published on Kotahi together with the applicable band. This information will be reviewed every 6 months, and updated if necessary, on the proviso that this clause will be reviewed at the next bargaining round. The Parties agree that this information is recorded into the Agreement for informational purposes only and is not an actionable term or condition of employment and does not, in any way, limit Council's right to review a particular role's banding as part of its job evaluation process.



**15. Payment of Salaries / Te Tukunga Utu**

- 15.1 All salaries shall be paid fortnightly by lodgement at a bank to the credit of an account standing in the name of the employee. No more than two week's salary shall be paid in arrears. The final pay is paid as part of the normal pay cycle.
- 15.2 For the purposes of calculating the amount payable fortnightly in respect of annual salaries, the amount of annual salary shall be divided by 26.
- 15.3 Should an employee work less than 40 hours per week the hourly rate shall be calculated as follows: Annual salary for position divided by 2080 = hourly rate.
- 15.4 All employees shall have access to an electronic payslip or be provided with a pay slip showing full details of their earnings and leave entitlements for each pay period and any deductions there from.
- 15.5 Employees must promptly submit any claims they may have for allowances, expenses or any other benefits as soon as reasonably practicable (and generally no later than 3 months). If they are in any doubt as to what they may be able to claim or how to do so, they should speak to their manager or union delegate.
- 15.6 When an employee is dismissed, he or she shall be paid as part of the normal pay cycle all monies due to him or her at the time of dismissal, less any monies the employee has agreed may be deducted from the employee's salary pursuant to this clause 15.
- 15.7 Where an overpayment of salary occurs, Council reserves the right to recover that overpayment from the employee in accordance with the process set out in section 6(3)(b) – (d) of as per the Wages Protection Act 1983.
- 15.8 If the overpayment was simply due to a mistake, Council will notify the employee of details of the overpayment. The employee and Council will act in good faith to agree a reasonable repayment plan, taking into account any relevant personal circumstances of the employee; failing which clause 15.9 will apply. Council will provide the employee with reasonable notice prior to exercising its discretion in clause 15.9.
- 15.9 In certain circumstances set out in the following table Council may make deductions from an employee's pay (including from the employee's final pay). In the situations in the Table that allow for Council discretion, Council will exercise that discretion fairly and taking into account the expectation that Council will use ratepayer monies prudently as well as the employee's ability to repay.



<b>When Council may make deductions from payments to an employee</b>	
When Council has no discretion about any element of the deduction	<ul style="list-style-type: none"> <li>• To satisfy taxation requirements or to comply with and any other legislative obligations</li> <li>• For any employee contribution to a recognised Superannuation Scheme</li> </ul>
When Council will exercise its discretion fairly and taking into account the expectation that Council will use ratepayer monies prudently as well as the employee's ability to repay	<ul style="list-style-type: none"> <li>• For the balance of any notice period where insufficient notice of the employee's resignation has been given</li> <li>• Where the employee's employment ends and there is a negative leave balance as a result of leave (of any sort, except discretionary leave) taken in advance</li> <li>• Where the employee has wrongfully retained property (at the value of the item concerned)</li> </ul>
	<ul style="list-style-type: none"> <li>• Where the employee is overpaid or has received a payment (including payments mistakenly made as salary or allowances) they were not entitled to</li> <li>• Where the employee has been mistakenly paid in circumstances involving unauthorised absences or periods of unpaid leave</li> <li>• Union fees</li> <li>• Council recognised services, e.g. social club fees</li> <li>• Other individual arrangements between Council and employees</li> </ul>

## **16. Higher Duties Allowance / Te Utu mō ngā Mahi o Taumata i Runga ake**

- 16.1 A higher duties allowance shall be paid to an employee who at the request of the employer is substantially performing the duties and carrying the responsibilities of a position banded higher than the employee's own for a period of more than 5 days.



- 16.2 Except as provided for in the above paragraph, the higher duties allowance payable shall be the minimum of the salary band of the higher position or 10% loading whichever is the higher.

**17. Expenses / Ngā Whakapaunga**

- 17.1 On production of proof of expenditure all authorized and reasonable expenses incurred by employees in the execution of their duties shall be paid by Council.

*Travel Reimbursement / Te Utu Hāereere*

- 17.2 Council encourages all employees to use fleet or pool cars for work purposes. In exceptional or approved circumstances where an employee is required to use their own vehicle for work purposes by Council, they will be reimbursed for usage at the prescribed Inland Revenue Department/Te Taari Take rates.
- 17.3 If an employee is required by Council to work or attend training at a place outside their ordinary place of employment and the expense and time in travelling to and from their work is greater than that which is incurred when working at the ordinary place of employment, Council shall with prior agreement (where practicable) of the employee's manager compensate for such extra expense and time
- 17.4 When an employee has had to use their own car, Council will meet any nonrecoverable insurance costs in the event of theft or accident when the employee is not under the influence of alcohol or drugs.

**18. Meal Allowance / Te Utu Kai**

- 18.1 A meal allowance of \$ 16.41 shall be paid as provided for in this clause, except where the Council provides the employee with a suitable meal.
- 18.2 Where the following criteria are satisfied:
- (a) an employee is required to work more than 10 consecutive hours (or more than 12 consecutive hours in the case of someone covered by clause 10.3), and
  - (b) at least 2 of the hours are overtime (as defined in clause 12), and
  - (c) work continues for at least an hour beyond the hours specified in clause 18.2

an employee is entitled to be paid the meal allowance.



- 18.3 A second meal allowance is payable where overtime continues for 4 consecutive hours after the first meal allowance is payable, provided work continues for at least half an hour beyond this point.
- 18.4 Where an employee has completed 40 hours of work for the week and works additional day(s) that are comprised of overtime hours only, after each 4 consecutive hours of overtime worked on the relevant additional day, a meal allowance is payable provided that work continues for at least half an hour beyond 4 hours on that day.
- 18.5 Consecutive work/overtime in this clause means work that is conducted without a break in working hours, except for the meal breaks and rest breaks provided for in this Agreement.

## **19. Shift Work / Te Mahi Wā Tīpako**

- 19.1 This clause applies only to employees who are rostered by Council on a fixed or rotating, shift-work arrangement.
- 19.2 For the purposes of this clause:
- (a) 'Shift work' means a rostered pattern of work where one employee replaces another on the same or similar job within a twenty-four hour period. Shift work enables the organization to operate longer than the hours of work of individual employees, and beyond the ordinary hours of work (7am-7pm).
  - (b) 'Roster' means a schedule of duty time showing in advance the days of the week and shifts when an employee is due to work and to be off work respectively and 'rostered' has a corresponding meaning.
- 19.3 'A shift allowance will be paid in accordance with the following table:

Shift	Parameters	Allowance
Morning	Major portion of working hours fall between 6.00 am and 12.00 midday	\$8.26 per shift
Afternoon	Major portion of working hours falls between 12.00 midday and 6.00 pm	\$12.60 per shift
Night	Major portion of working hours fall between 6.00 pm and 6.00 am	\$ 16.41 per shift



- 19.4 Roster templates and changes to roster templates will be jointly developed by the affected employees and their managers in good faith and balancing the need to operate productively and efficiently with the employees' need for a worklife balance. If agreement cannot be reached, PSA and HR will be engaged to assist the employees and manager in resolving the issue. If agreement still cannot be reached then, after consultation with the affected employee(s), the manager may establish the roster provided that any such roster reflects the provisions of this clause.
- 19.5 The roster period shall be 4 weeks (28 days) or greater, except that it may be less for services where unpredictable service demands make this impracticable.
- 19.6 Rosters will be notified to the employees involved at least 3 weeks (21 days) prior to commencement of the roster period.
- 19.7 Single days off shall be avoided as a routine rostering device, and there shall be no more than one single day off for an employee during a 4 week period. Employees will be discouraged from requesting single days off.
- 19.8 Employees may change shifts with one another with the prior approval of the employer and that approval will not be unreasonably withheld.
- 19.9 Where the work requires a broken duty of work and an employee agrees to this an additional \$12.60 per broken day will be paid. Where an employee requests to work a broken day, then no allowance shall be payable.
- 19.10 Shift allowances will be paid to employees working in the following positions:
- Customer Service Representatives
  - Liquor Licensing Inspectors
  - Democracy Administrators (including Office Support/Copy Centre/Hearings)
  - Town Hall Concierge
  - Sextons
  - Animal management
  - Regulatory compliance

In addition, other categories of employees may be added to this list by agreement on verification of their entitlement to this clause. The intention of this agreement is to recognise any existing entitlements.

## **20. Scheduled Work / Ngā Mahi kua Whakaritea**

- 20.1 This clause applies only to employees who, by written agreement, have their ordinary days and hours of work set by Council in a work schedule. Any such work schedule will be between the hours of 7am to 7pm, Monday to Sunday inclusive.



Council and the employee will agree the number of ordinary hours a week that will be scheduled on commencement of employment or otherwise by agreement. Any time worked outside these hours shall be agreed between the manager and the employee concerned.

- 20.2 The introduction of a work schedule, which requires employees to work variable days and hours within an identified business unit, will be by agreement between Council, the PSA and affected members. Such agreement may, as an example, include agreed schedules for extended periods of time, and/or variation of schedules. If agreement cannot be reached, then the management of change provisions in clause 30 will apply.

Business units

- Connected communities - Appendix 6

- 20.3 For the purposes of this clause 'Work Schedule' means a schedule showing in advance the hours per day and the days of the week where an employee is due to work. 'Scheduled' and 'schedule period' have a corresponding meaning.

- 20.4 In designing the work schedule Council will, where possible, ensure disruption to personal circumstances is minimised for the employees involved. Work life balance is important when setting working hours and patterns for a schedule period and approving additional hours. In addition:

- (a) Council and employees will ensure that health and safety considerations are of primary consideration when establishing working hours for a schedule period and approving any additional hours.
- (b) The days these ordinary hours are worked will be spread across a working week and shall be continuous with a minimum of 6 hours and maximum of 10 hours per day. Council and the PSA and affected members may agree to a different period of minimum number of hours. Forward rotating work schedule patterns are preferable and will be used where practicable.
- (c) Except for overtime no employee shall be required to work more than 6 consecutive days, and will not be required to work more than 80 hours over a fortnightly period, unless Council, the PSA and affected members agree the schedule will operate over a different period.
- (d) Employees, covered by this clause will be paid their salary on the basis of their ordinary hours calculated over a fortnight plus applicable allowances, and (in the case of part-time employees) any agreed additional hours. Overtime will be paid in accordance with clause 20.4(e).



- (e) Ordinary hours will be averaged over a fortnight for the purposes of establishing an employee's qualification for overtime, except that overtime (or, if applicable, TOIL) will be payable if an employee is required to work more than 10 hours in a day. If, under clause 20.4(c), the Parties have agreed a different schedule period, then that period will determine the timeframe over which an employee's ordinary hours will be averaged. Overtime payable for working more than 10 hours in a day will be paid as part of that fortnight's salary payment, irrespective of the schedule period.
- (f) Schedules will be as agreed and will be published in writing at least 3 weeks (21 days) prior to commencement of the schedule period, unless there are reasons outside of Council's control that make this timeframe impracticable.
- (g) Changes to published schedules will be by agreement only.
- (h) Where possible, employees will have two consecutive days off per week. Single days off shall be avoided except by agreement.

## **21. Memorial Park Allowance / Te Utu ā-Papa Rēhia hei Whakamaharatanga**

### *Acting Sextons Leader Allowance / Te Utu Kairiwhi Arataki Mahi Tanu Tūpāpaku*

- 21.1 An Acting Sextons Team Leader will be rostered on when the Sextons Team Leader is absent from the Memorial Park for more than half a day period (other than working at another of the Memorial Parks cemeteries).
- 21.2 An allowance of \$13.13 per day will be paid for the duration of the Sextons Team Leader absence. Where the Sextons Team Leader is absent for more than 5 days, the arrangements described at clause 16 will come into effect.

## **22. Public Holidays / Ngā Hararei Tūmatanui**

- 22.1 Employees shall receive and be paid for public holidays in accordance with the Holidays Act 2003.
- 22.2 The following days shall be observed as public holidays and not considered part of annual leave:
  - (a) New Year's Day and the day after
  - (b) Waitangi Day



- (c) Good Friday
- (d) Easter Monday
- (e) ANZAC Day
- (f) Sovereign's Birthday
- (g) Labour Day
- (h) Christmas Day
- (i) Boxing Day
- (j) Auckland Anniversary Day
- (k) Matariki

22.3 Where any of these holidays fall on days that would otherwise be ordinary working days for the employee, they will be paid in accordance with the Holidays Act 2003. For all public holidays, if they fall on a Saturday or Sunday, the employee will be granted a day's paid leave on the following Monday.

22.4 If an employee – whether they are full or part time – is required to work on a public holiday, they shall be paid at double time the ordinary hourly rate for hours actually worked. They will also be granted an alternative holiday, paid in accordance with the Holidays Act 2003, to be taken at a mutually agreed time.

*Part Time Employees / Ngā Kaimahi Harangotengote*

22.5 Part time employees with fixed hours are entitled to receive payment for a public holiday, as per the Holidays Act 2003, if the employee normally works on such a day.

22.6 Part time employees whose hours are not fixed are entitled to receive payment for a public holiday provided they worked on the day of the week that the public holiday falls on, for more than 40% of the time over the preceding three months.

22.7 Part time employees are also entitled to payment should they work on a public holiday, per the above section.

*Public Holidays Falling Within Leave / Ngā Hararei Tūmatanui i te Wā kua Wātea*

22.8 Leave with Pay: When a public holiday falls during a period of annual leave, sick leave on pay, or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.

22.9 Leave without Pay: An employee is not entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without



pay), unless the employee has worked during the fortnight ending on the day on which the holiday is observed.

- 22.10 Leave with Reduced Pay: An employee, during a period on reduced pay, shall be paid at the in accordance with the Holidays Act 2003 for public holidays falling during the period of such leave.

*Rostered Employees / Ngā Kaimahi kei te Rārangi Mahi*

- 22.11 Where a full or part time employee's work is covered by a roster, and a public holiday (except for ANZAC Day or Waitangi Day) falls on a day when the employee is rostered off, the employee is entitled to be paid for that day, or receive a paid alternative holiday.

*Public Holiday on a Normal Day off / He Hararei Tūmatanui i te Rā Whakawātea noa*

- 22.12 Full-time employees who do not normally work a Monday to Friday working week will be entitled to a day in lieu in the situation where their normal day off falls on a Public Holiday and they are not otherwise remunerated for the Public Holiday in question. This clause will also apply to part-time employees who do not normally work a Monday to Friday working week, but whose hours are worked across 5 days in a week or work a minimum of 30 hours per week.

**23. Annual and Service Holidays / Ngā Hararei ā-tau, me ngā Hararei ā-Mahinga Roa**

- 23.1 Both Council and employees recognise the importance of managing leave to ensure the wellbeing of all staff. As such:
- (a) Employees are encouraged to take annual leave in the year it is earned, and they will try to ensure that they do so. Managers will actively work with employees to enable them to do this.
  - (b) Managers / team leaders will use their best endeavours to ensure that employees are able to take leave at a time that is suitable for both parties.
  - (c) If agreement cannot be reached, the provisions of Section 19 of the Holidays Act 2003 may be applied.
- 23.2 Employees shall be entitled to accrue annual leave at the rate of four weeks paid in accordance with the Holidays Act 2003, and subject to other provisions of this clause. In addition, on completion of 5 years recognised current continuous service, the employee shall be entitled to five weeks annual leave, to apply in the 6<sup>th</sup> year and subsequent years.



- 23.3 Annual leave shall not be unreasonably withheld. On receipt of an application for annual leave, the manager / team leader will approve/decline within a reasonable time taking into account the circumstances of the employee at the time. If the decision is to decline the application the manager / team leader will give the reasons why the application was declined.
- 23.4 Council may permit an employee to take annual leave in one or more periods, depending on the service need.
- 23.5 Council may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the following year. Employees should not be carrying more than two years annual leave entitlement at any time, unless this has been agreed to for specific planned circumstances.
- 23.6 There are provisions for employees to be able to cash up annual leave in certain circumstances. These provisions are outlined in the Auckland Council Leave Policy.
- 23.7 There are provisions for employees to be able to access a sabbatical-salary sacrifice arrangement with the possibility of a 6 – or – 12 month sabbatical. These provisions are outlined in the Auckland Council Leave Policy.
- 23.8 When an employee ceases duty, their salary shall be paid for accrued annual leave and the last day of service shall be the last day of duty.
- 23.9 Extended leave without pay at the end of the period of service which ends in a resignation or a termination of employment is excluded from previous service for crediting, i.e. the effective date for deciding service is the last day actually on pay.
- 23.10 For purposes of this clause, “current continuous service” shall be as outlined in clause 8. The terms “leave year” means the year ending with the anniversary date of the employee’s appointment.

*Closure of Business / Te Wā Kati o te Mahi*

- 23.11 Where Council – or parts of Council – are closed on the three days between Christmas and New Year, or where the employee is not required to work, the employee may choose to take Time off in Lieu (“TOIL”) where an entitlement exists, leave without pay, or annual leave.
- 23.12 Council will let the employee know of any such closedown period as soon as possible, but give a minimum of two months’ notice.



- 23.13 Employees required to work on the three working days between Christmas and New Year shall be given a minimum of four weeks' notice by the manager concerned.

**24. Sick Leave / Te Wā Noho Tūroto**

- 24.1 The following entitlements in this Agreement are inclusive of, and not in addition to, the sick leave set out in the Holidays Act 2003 and any substituting or amending legislation.

- 24.2 Sick leave may be taken when:

- (a) The employee is sick or injured; or
- (b) The partner of the employee is sick or injured; or
- (c) A person who depends on the employee for care is sick or injured.

- 24.3 On commencement of employment full-time and part-time permanent employees will receive ten (10) days sick leave entitlement (or pro rata entitlement).

*Discretionary Sick Leave or Hauora leave / Te Wā e Āhei ai te Noho Tūroto*

- 24.4 Notwithstanding the above, if an employee has no sick leave entitlement left, the employee may request additional sick leave. Depending on the nature and consequences of the illness the Council will consider this favourably and may grant additional leave. If the Council does not grant additional leave the manager/team leader will provide the reasons for this in writing. Please see the Special Leave Procedure for details of how to apply.

*Other Sick Leave Provisions / Ētahi Atu Tikanga mō te Wā Noho Tūroto*

- 24.5 Sick leave shall be regarded as cumulative over the period of the employee's continuous employment with Council. Sick leave taken shall be paid as per the Holiday's Act.
- 24.6 The employee must inform Council as soon as practical if they employee needs to take sick leave.
- 24.7 Where sickness exceeds five [5] or more consecutive calendar days, the manager/team leader may require the employee to provide a doctors certificate.
- 24.8 The manager/team leader may also require an employee to provide a doctors certificate where there are reasonable grounds to believe the sick leave is not



genuine. In such cases, Council agrees to meet the employee's reasonable expenses in obtaining such a certificate.

- 24.9 The type of leave taken i.e. sick, hauora and domestic must be recorded on the employee's time sheet.
- 24.10 Council shall be entitled to make a rateable deduction from salaries for any time lost by an employee through sickness or accident where no entitlement exists; or by the employee's written request.
- 24.11 Council shall make reasonable efforts however, to advise employees of their sick leave entitlement at least one week prior to loss of entitlement.

*Medical Assessment/Examination / Te Mātai/Whakamātau ā-Tinana*

- 24.12 The manager may in cases of long-term absence or unreasonably high levels of short-term absences, require the Employee to undergo a medical examination with a medical practitioner agreed between the parties and arranged at the expense of the Employer. The resulting assessment will be used to consider the Employee's fitness for work, alternative work arrangements.

*Sick Leave, Hauora Leave and Other Leave / Te Wā Noho Tūroro me ētahi atu Wā Whakawātea*

- 24.13 Where sickness occurs while an Employee is on annual or long service leave, sick leave shall be granted provided the Employee provides a medical certificate. The sick leave granted shall replace the leave taken and the leave remaining to the Employee shall be increased by the number of days sick leave granted.

*ACC / Te Kaporeihana Āwhina Hunga Whara*

- 24.14 This applies in the event an employee suffers a work-related accident, and is contingent on the employee applying to ACC for earnings related compensation as soon as practicable. In any such case, for the first 30 days following the accident, Council will top up any such ACC or any other insurance payment of earnings related compensation to ensure the employee receives 100% of their ordinary pre-accident earnings for those first 30 days. Thereafter, the employee may top up his or her ACC compensation from the employee's accrued sick leave entitlement.
- 24.15 For non-work related accidents, normal sick leave provisions apply for the first week. Thereafter, ACC pays 80% of lost earnings and employees will be allowed to 'top up' their earnings by using a day's sick leave.



**25. Support for employees impacted by violence or abuse / He tautoko i ngā kaimahi kua pāngia e te tūkino**

- 25.1 Council and the PSA are committed to supporting employees, who have been the subject of violence or abuse of any description or if an employee is supporting a family or whanau member who is experiencing violence or abuse. Situations involving violence will be dealt with confidentially and sensitively, and in a way that reflects the principles and expectations set out in Our Charter. All requests for leave under this clause will be considered urgently and, where applicable, a workplace safety plan will be developed between the employee and Council (People and Performance).
- 25.2 Employees, who have been the subject of violence or abuse, are entitled to up to 10 days' paid leave each year to deal with the effects of violence or abuse on the employee. This clause will also apply to an employee who is supporting a dependent family member who has been the subject of violence or abuse.
- 25.3 Employees, who have to support a family or whanau member affected by violence or abuse, are entitled to up to 5 days' paid leave per year.
- 25.4 Employees supporting someone else impacted by violence or abuse can apply for discretionary leave, which will be granted at the manager's discretion.
- 25.5 Payment for such leave will be made in accordance with the Holidays Act 2003 or any replacement legislation. For further detail and guidance refer to guidelines within Our Charter.
- 25.6 Violence or abuse in the workplace will be addressed through Council's existing channels, including Our Charter, Speak Up, sick leave and discretionary leave.

**26. Bereavement Leave / Te Wā Tangi Mate**

- 26.1 With effect from their first day of employment, where employees suffer bereavement, payment for leave will be as follows:
- (a) On the death of your or your partner's immediate family member (or the death of someone equivalent to an immediate family member) ("Family Member"), employees are entitled to three days of bereavement leave to be paid in accordance with the Holidays Act 2003.



- (b) On the unplanned end of an employee's pregnancy by way of whakatahe/miscarriage the employee is entitled to three days bereavement leave to be paid in accordance with the Holidays Act 2003.
  - (c) On the death of a person with whom the employee has a close association ("Close Association"), employees are entitled to one day of bereavement leave to be paid in accordance with the Holidays Act 2003. The employee's manager will approve this one paid day of bereavement leave for the employee to discharge any obligation and / or to pay respects to a deceased person with whom they have a close association. Such obligations may exist because of friendship, blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).
  - (d) Following the death of a Family Member or a person with whom the employee has a Close Association, employees are also entitled to one day of bereavement leave to be paid at relevant ordinary pay, to enable the employee to attend an unveiling (hura kōhatu) or its equivalent.
- 26.2 In addition to clauses 26.1 (a) and (b) above, managers have discretion to grant further bereavement leave in either situation ("Hauora Leave"). The employee may have a combination of Discretionary Hauor1 Leave with pay, and Discretionary Leave without pay, being at Council's discretion. This will be addressed on a case by case basis, including to take into account any necessary travel time. Where any Discretionary Hauora Leave with pay is approved, payment will be made at normal / ordinary rate of pay.
- 26.3 Where an employee suffers a bereavement while on annual leave (except for public holidays), the employee can apply for the relevant period of bereavement leave to be recorded in place of that annual leave.
- 26.4 For further details refer to the relevant Leave Policy.

## **27. Paid Parental Leave / Te Wā e Utua ai te Matua Tiaki Tamariki**

- 27.1 Paid Parental Leave provisions are in accordance with the Parental Leave and Employment Protection Act 1987.
- 27.2 The Parental Leave guidelines are set out in the Parental leave policy. It details entitlements and conditions that need to be followed when planning to take Parental Leave.



27.3 In addition to the Parental Leave and Employment Protection Act 1987, Council will continue to pay the employee's salary for 16 weeks and 17 weeks from 1 November 2023 minus the parental leave payment made by the Inland Revenue department/Te Taari Take, for those employees entitled to paid parental leave under the Act.

27.4 Council will provide 10 days' paid leave for the support caregiver.

**28. Course fees, Study Leave, Subscriptions and Practicing Certificates / Ngā Utu Akoranga, ngā Wā Noho hei Akonga, te Utu Whakauru me ngā Tiwhikete Whakamana ā-Mahi**

28.1 Where the manager requires an employee to attend training which is necessary for the employees work or is beneficial to service development, approval shall be granted for payment of study leave and course fees. Such leave may include time to attend lectures, block courses and to sit examinations. Please refer to the Study Leave Policy for all other issues relating to professional development and training.

*Subscriptions and Practicing Certificates / Ngā Utu Whakauru me ngā Tiwhikete Whakamana ā-Mahi*

28.2 Where an employee is specifically required by his or her manager to hold an annual practising certificate or to belong to a professional institute or association in order to practise his or her profession or trade, Council shall refund to the employee the cost of any such practising certificate, fee or subscription upon production of the required receipt.

28.3 Other professional memberships not strictly required to practice in a role, but that are considered to add value to the professionalism or professional development of employees, will, at the discretion of the relevant operational manager and in consultation with the HR department, be eligible for full or partial refund.

*Transitional arrangement / Te Whakaritenga Māwhitiwhiti*

28.4 Employees transferring to Council will have their professional memberships paid for until at least their next renewal date, and will continue to be paid unless a departmental review amends this provision.

**29. Jury Service Leave / Te Wā Noho hei Kaiwhakawā**

29.1 Employees are encouraged to undertake jury service unless there are exceptional circumstances to exempt them from this service.



- 29.2 When an employee is summoned to attend jury service the employees will be paid their normal salary for the position, and they must reimburse Council their daily jury fee less travel expenses.
- 29.3 If an employee is not selected for jury service, they shall return to work as soon as possible.

**30. Health, Safety and Wellbeing / Te Hauora, te Haumarū me te Oranga Whānui**

- 30.1 Council, employees and the PSA are committed through Our Charter to the health, safety, and wellbeing of people. All recognise that the health of people is an important component of a productive and efficient workplace and that promotion of good health and safety practices is preferable to dealing with illness and accidents.
- 30.2 Council, employees and the PSA will work co-operatively to build a healthy and safe working environment. Council will involve employees in the ongoing development of health, safety, and wellbeing systems and emergency procedures. Employees will actively participate in the development of these systems and processes.
- 30.3 Council recognises that to give effect to this, effective Health and Safety Committees are one of the means for providing consultative mechanisms on health, safety, and wellbeing issues in the work place.

*Council's Obligations / Ngā Kawenga Here a te Kaunihera*

- 30.4 Council must comply with all of the provisions of the Health and Safety at Work Act 2015, its amendments, the relevant regulations, and codes of practice and standards. Council will also ensure adequate and sufficient safety equipment is provided.

*Employees' Obligations / Ngā Kawenga Here a te Kaimahi*

- 30.5 Employees must:
- (a) Take reasonable care of their own health and safety, and that of others who may be affected by what they do or do not do
  - (b) Work co-operatively with Council in addressing health and safety issues
  - (c) Be aware of and to follow the emergency procedures
  - (d) Follow Council's health and safety policies and procedures



- (e) Immediately report any hazard or accident (whether it results in an injury or not)
- (f) Comply with the condition of employment to use safety equipment and wear clothing required by Council, and that safe working practices are observed at all times.

### **31. How we do change at Auckland Council / Te Āhua o tā Mātou Panoni i te Kaunihera o Tāmaki Makaurau**

#### *Principles of Change / Ngā Mātāpono mō te Panonitanga*

- 31.1 The process of change is continuous and forms part of Council's commitment to ongoing improvement. There is recognition that early engagement, consultation and the involvement of affected employees and the PSA is an essential part of any change process.
- 31.2 As part of the joint commitment to the way we work recorded in the Behavioural Vision, Council will support the active involvement of employees and the PSA in the development of the organisation and changes in workplace practices. This will include the sharing of relevant information to inform the discussion. In doing so Council recognises the benefits of engaging and involving employees and the PSA in the developmental stages of decision making processes and in the business planning of the organisation.
- 31.3 The primary focus of the management of change procedure in this Agreement and any applicable policies is to support the smooth and timely running of any change process or innovation.
- 31.4 The purpose of these provisions is to provide a framework for employees and Council to constructively discuss proposals for change including the design of change and how any change will be implemented. All parties involved will participate using a fair and reasonable approach that reflects the aspirations underpinning the way we work Behavioural Vision.
- 31.5 *Definitions / Ngā Whakamārama*

Attrition	means that as employees leave their jobs through resignation, retirement, transfer, death or promotion they may not be replaced. In addition, there may be a partial or complete freeze on recruitment for new employees or on promotions
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Comparable role	means a role that is the same or substantially similar to the employee's role prior to the change process or accepting the role would amount to a Minor Change
Minor change	<p>means, when compared to the employee's pre-change process terms and conditions of employment, there has been no change, or the role is substantially similar which includes:</p> <ul style="list-style-type: none"> <li>• Change of duties which is reasonable given the employee's experience, skills and qualifications;</li> <li>• the salary is the same or higher as the employee's prechange process salary;</li> <li>• the location is suitable within the meaning of clause 33.1; and</li> </ul> <p>the terms and conditions of employment are overall no less favourable.</p>
Redeployment	means in the event the employee is not offered a role in the new structure, the employee has an opportunity to apply for vacant roles across the Auckland Council Group, with the assistance of Council (for example through any career support service)
Significant Change	<p>Means-change that includes one or more of the following:</p> <ul style="list-style-type: none"> <li>• that fundamentally changes how work is performed;</li> <li>• could result in the disestablishment of existing positions;</li> <li>• where Council needs to reduce the number of positions;</li> <li>• where there is a significant change in work location;</li> <li>• where there is a reduction to employees' current salary;</li> <li>• which is not Minor Change.</li> </ul>

*Change: Significant and Minor Change / Te Panonitanga: Ōna Panonitanga Tāpua me ōna Panonitanga Iti*

- 31.6 Council and the PSA recognise that there is a difference between Council's ability to make Minor Changes as part of the day-to-day management of the organisation and Significant Change to structure our work practices. The change management provisions set out in clauses 31.10 onwards and 32 are intended to apply to situations involving Significant Change.



- 31.7 In the event there is well-founded uncertainty about whether a particular situation amounts to a Minor or Significant Change, Council and PSA will act in good faith to try to resolve this uncertainty, failing which, the Significant Change provisions will apply.

*Minor Change / He Panonitanga Iti*

- 31.8 Where organisational changes result in Minor Change; for example, changes to reporting lines or job titles, or updating or clarification of job descriptions, then the provisions of clauses 31.10 onwards and 32 do not apply.

- 31.9 In a process involving Minor Change

- (a) Council will discuss the reason for change with the affected employee(s) and their PSA representative to ensure that they understand why change is needed and why it is being considered as a Minor Change. Council will give the relevant employee(s) and their representative the opportunity to provide input and comment.
- (b) Following discussion with the affected employee(s) and their representative, and after taking into account and potentially incorporating input provided in the course of that discussion into the proposal, Council may confirm the proposal as a Minor Change and proceed to implement it.
- (c) This will not in any way limit Council and PSA obligations in relation to Significant Change or any obligations under clause 31.6.

- 31.10 To avoid any doubt, if an employee does not wish to work under any Minor Change which has been implemented under clause 31.9 above, this will be deemed a resignation by the employee and no compensation for redundancy shall be payable.

*Significant Change / He Panonitanga Tāpua*

- 31.11 The primary focus in a Significant Change process is, wherever possible, to retain people in jobs. The payment of redundancy compensation will be available as a last resort when all management of change options have been exhausted.

- 31.12 The objective of Council and PSA consultation and involvement of employees is to discuss all relevant information openly and allow employees to make recommendations to management and the PSA. Council and the PSA will fully consider options, opinions and proposals put forward by employees to inform final decision making.



- 31.13 At the conclusion of the participation process for Significant Change, Council will make its final decision and the reasoning behind it will be available in writing to the PSA and those employees affected by or involved in the review.
- 31.14 Whenever Auckland Council plans to initiate an organisational review that is likely to result in Significant Change in the organisational structure, staffing or work practices affecting staff, it will offer the PSA the opportunity to be involved at an early stage. Where a decision to make a change or undertake a review is externally driven and therefore beyond the control of the Chief Executive, this notification will be made as soon as possible after the decision is announced.

*Voluntary Redundancy / Te Utu Tauwehenga ā-Mahi*

- 31.15 As part of preparing to undertake a change process that may constitute Significant Change that potentially affects PSA members, the Council will discuss with the PSA whether it is appropriate to call for volunteers for redundancy. If Council does decide to put in place a voluntary redundancy process, Council will determine which, if any, employees are to be made redundant after giving consideration to the volunteers. In selecting employees for redundancy, Council will consider the need to maintain employee wellbeing; an efficient and engaged workforce and an effective operation with the appropriate balance of skills, qualifications, experience and costs. Council's decision will be final in this respect.

*Required Redundancy / Te Utu mō te Here Tauwehenga ā-Mahi*

- 31.16 The possibility of required redundancies will be minimised wherever possible by the use of less disruptive approaches, such as attrition, appointment to Comparable roles, roles available through redeployment and, if appropriate, voluntary redundancy. The parties acknowledge that these approaches need to be balanced against the particular organisational needs underpinning the change process.

*Roles available within a Significant Change process / Ngā tūranga mahi e wātea ana i te hatepe o te Panonitanga Tāpua*

- 31.17 Where there is more than one employee affected by change who may be suitable for a role within a Significant Change process, Council will adopt appropriate selection/appointment procedures for a fair selection of the best employee. These will reflect Council's obligations in the Local Government Act, which may include any procedures co-designed with the PSA and established as part of the particular change process.
- 31.18 Council may advertise internally and externally to fill vacant positions created by a change process. Where this occurs, employees who are not affected by a change process may apply and be considered for the position(s).



- (a) Employees who are affected by the change process shall have preference for appointment over employees in a redeployment process from another change process, non-affected employees or external candidates, in the event that their suitability for the position is assessed as being the same.
- (b) Employees who are in a redeployment process shall have preference over non-affected employees and external candidates in the event that their suitability for the position is assessed as being the same.

*Comparable roles at any stage / He mahi taurite ka puta mai i te rerenga o te wā*

- 31.19 An employee will be considered to have resigned and no redundancy compensation will be payable if:
  - 31.19.1 The employee is offered a Comparable role with Council or a CCO at any stage and chooses not to accept that offer; or
  - 31.19.2 Knowingly refuses to participate in any selection/appointment procedure for a comparable role except by agreement between the Council and the employee, or where the Council and the employee agree that the employee is voluntarily redundant pursuant to clause 31.15
- 31.20 In the situation where there is uncertainty about whether the role is Comparable, Council and PSA will act in good faith to try to resolve the issue.

*Trial period / Te wā whakamātau*

- 31.21 In the event a non-comparable role exists as a result of a Significant Change process or otherwise as part of exploring redeployment options, Council and the affected employee may agree to the employee undertaking a trial of that role. The period of the trial will be agreed between Council and the employee up to a maximum of 12 weeks. During the trial period or at the conclusion of the trial period, Council or the employee may decide that the role is unsuitable and, unless offered an alternative comparable role, the employee will be entitled to redundancy compensation as provided for in clause 32.

*Redeployment / Te Tuku ki Tūranga Mahi Kē*

- 31.22 Redeployment requires matching individual skills with positions which require similar skills. Employees may be redeployed to an alternative position for which they are appropriately qualified (or training may be provided which will need to be identified prior to Redeployment). Employees in redeployment will be given preference as set out in clause 31.17.



31.23 Every reasonable effort will be made to place an employee in suitable alternative employment, however, an employee may choose not to accept Redeployment to a non-comparable role and if they do so, this will not jeopardise the employee's entitlement to redundancy compensation.

31.24 Where as a result of redeployment, an employee is appointed to a position at a lower salary an abating allowance of the difference between the new and the previous salary is available for that new position for a period of between six months and two years depending on service, according to the following formula:

1 year service:	6 months
5 years' service:	12 months
5 – 10 years' service:	18 months
10+ years' service:	24 months

31.25 Please refer to the Permanent Transfer to Other Location clause where as a part of the Redeployment process, a new position is offered in an alternative location that is unsuitable within the meaning of clauses 33.1 and 33.2.

#### *Retraining / Te Whakangungu anō*

31.26 An affected employee may be eligible for a specific retraining programme as part of Redeployment, to be agreed with them on a case-by-case basis. Council will pay for the costs of the programme up to a maximum of the redundancy compensation that the employee would otherwise receive.

#### *Part time employment / Te Mahi Harangotengote*

31.27 An employee affected by change may voluntarily change to part time employment or job-sharing if this is available. Any compensation is subject to agreement between the employee and Council.

#### *Fixed Term employment / Te Mahi Wā Motuhake*

31.28 Council may offer alternative work for a fixed term period to employees impacted by change, at the end of which Council and the employee will consider the other management of change options.

31.29 In a situation where a permanent employee whose role has been disestablished as a result of a change process is offered and accepts a fixed term period of further



employment with the Council or a CCO, the period(s) of service that relate to any further fixed-term employment will not be taken into account for the purposes of calculating the employee's redundancy compensation.

- 31.30 If such an employee subsequently accepts a permanent role while on a fixed term agreement, the time employed in the fixed term role will be included in length of service in relation to the permanent role.
- 31.31 Any entitlement the employee may have to be paid any redundancy compensation will remain, irrespective of any additional periods of further continuous fixed term employment, until such time as the employee accepts a permanent role within the Auckland Council Group, is offered a permanent Comparable role (to the employee's pre-change process role), or the employee's employment ends at the end of the fixed period of temporary employment.
- 31.32 If redundancy compensation is eventually paid out, despite anything in clause 32.10 to the contrary, the amount of the compensation will be calculated using the employee's salary and service as at the date of the disestablishment of the employee's pre-change process role.

## **32. Redundancy / Te Utu Tauwehenga ā-Mahi**

- 32.1 The following clauses only apply to permanent employees whether full or part time.
- 32.2 Redundancy occurs when employment is terminated by Council, and the termination is attributable, wholly or mainly, to the fact that the position filled by the employee is, or will become, superfluous to the needs of Council.
- 32.3 In the event of redundancy Council will offer appropriate support, as described below:
- (a) Allow reasonable time for the Employee to attend interviews
  - (b) Supply a written certificate of service and work experience
  - (c) Offer support through the Employee Assistance Programme ("EAP")
  - (d) Offer appropriate training to support career transition

### *Notification of Redundancy / Te Pānui mō te Utu Tauwehenga ā-Mahi*

- 32.4 Where following the change process described above a named employee is to be given notice of termination of employment due to a redundancy, that employee will receive one month's notice of termination in writing. Where Council does not require the employee to work all or part of this notice, payment may be made in



lieu. This notice period includes any and all notice requirements for the termination of employment specified elsewhere in the agreement.

- 32.5 Where an employee is given notice of termination due to redundancy and voluntarily terminates employment before the expiry of that notice period, the employee will not be paid for the un-worked period of notice, but will receive the appropriate redundancy compensation entitlement as defined below, provided that such early termination has the consent of Council, which will not be unreasonably withheld.
- 32.6 Subject to above, where an employee is required to work their notice, the payment of redundancy compensation will be contingent on the employee remaining at or available for work and performing their assigned duties at an acceptable level until the expiry of the period of notice.

*Redundancy Compensation / Te Paremata mō te Utu Tauwehenga ā-Mahi*

- 32.7 For the avoidance of doubt, a redundant employee will be entitled to redundancy compensation in accordance with this section where the employee:
- (a) is not offered a Comparable role by Council, or a CCO,
  - (b) is offered a non-Comparable role within Council or a CCO and does not accept such offer, or
  - (c) is offered a Comparable role within Council in a location that, after careful consideration of factors such as:
    - I. distance between the old and new site and the employee's place of residence
    - II. usual travel arrangements
    - III. availability of public transport and
    - IV. personal circumstances,is not considered suitable.
- 32.8 A redundant employee will not be entitled to any redundancy compensation or notice of redundancy in any other circumstances, including without limitation:
- (a) Where the employee is offered and accepts any offer of ongoing, permanent employment by Council or a CCO; or
  - (b) Where the employee is offered a Comparable Role by Council or a CCO, but the employee does not accept such offer; or
  - (c) Where the employee is reconfirmed in a role; or



- (d) Where an employee knowingly refuses to participate in any selection/appointment procedure for a Comparable role (other than in a situation involving an approved voluntary redundancy).

32.9 If it is necessary to terminate an employee's employment because the position is being disestablished and therefore deemed redundant, the employee will be given one month's notice of termination as described above and the employee will be paid the following compensation:

- (a) For the first year or part year of current continuous service with Council: 8 weeks' salary; and
- (b) For each subsequent completed year or part year of current continuous service: 2 weeks' salary, provided that the maximum redundancy compensation payable for all the employee's years of service will not exceed 48 weeks' salary.
- (c) Employees entitled to a gratuity by virtue of a grand-parented agreement, will be entitled to payment at the same time as their redundancy compensation.

32.10 Weekly redundancy compensation payments shall be calculated on the basis of average gross earnings of the 12 month period of employment immediately prior to the date of notification of redundancy to the employee, or since commencement of employment if less than 12 months, or at the ordinary time rates applicable at the date of termination whichever is the greater.

32.11 Where an employee has been off work for a prolonged period of approved absence, Accident Compensation, Parental Leave, Sick Leave, or Maternity Leave prior to the redundancy notification, then redundancy compensation shall be calculated on the average gross earnings for the period actually worked over the 12 month period, plus paid IRD or Council parental leave, sick leave and/or ACC payments received, which relate to employment with Council.

32.12 Any employee who dies after having received written notice of termination due to redundancy will have paid into his or her estate the redundancy compensation provided for in this Agreement.

*Redundancy on Sale and Transfer of Council's Business and/or Activity / Te Utu  
Tauwehenga ā-Mahi i te Hokonga, i te Tukunga hoki o ngā Pakihi, o ngā Ngohe  
hoki/rānei a te Kaunihera.*

32.13 Preamble: In considering the application of the redundancy clause, the following principles are to be considered:



- (a) Parties to this Agreement wish to maximise opportunity(s) for the continued employment of employees with Council or with the new provider
- (b) Parties seek to reduce the incidence of redundancy compensation in favour of continued employment with Council or with the new provider
- (c) Parties recognise the need for employees to have access to information and knowledge of employment opportunities in respect of a potential new employer, at the earliest point in time
- (d) Council will maximise opportunities for employees to meet with the prospective employer before Council and or employees are required to make final decisions in respect of redundancy, redeployment or other employment with the new provider.

*On sale or transfer where Council continues to hold a significant financial interest / Te hoko, te tuku rānei a te Kaunihera me tōna āhei tonu ki te kawē tikanga whakapau pūtea*

32.14 Where an employee's position is disestablished by reason only of the sale or transfer of the business activity, in whole or in part, to a new entity in which Council continues to hold a significant financial interest, then the employee's contract of employment shall be deemed to be terminated and the employee shall not be entitled to any compensation under this contract or otherwise, where:

- (a) the employee is offered a same or substantially similar position within the new entity; and
- (b) the terms and conditions of employment with the new entity are the same as, or are no less favourable; and
- (c) employment in the new entity will be on the basis that previous service with the employer will be recognised as continuous service for service related provisions.

*On sale or transfer where Council no longer holds a significant financial interest / Te hoko, te tuku rānei a te Kaunihera me tōna kore anō e whai wāhi ki te kawē tikanga whakapau pūtea*

32.15 Where the sale or transfer of business or employer activity is made to an organisation where Council does not hold a significant financial interest, and:

- (a) that sale or transfer results in the dis-establishment of positions with Council; and



- (b) there is not an offer of employment with the new business or activity provider in a substantially similar position with terms and conditions, which are no less favourable, including recognition of previous service.

then affected employees will have a choice of:

- (a) access to the redeployment provisions contained in this contract; or
- (b) redundancy compensation where redeployment is not successful or available.

*Employment Protection / He Tū Ārai mō ngā Mahi*

32.16 In the event of a restructuring, as defined in current legislation that may affect the employee's future employment, Council will negotiate with the potential new organisation regarding:

- (a) Whether or not it proposes to offer the employee employment;
- (b) If so, the terms and conditions on which the potential new organisation proposes to offer employment; and
- (c) The proposed date for commencement of employment with the potential new organisation.

32.17 Council's process in negotiating with the potential new organisation will include advising employees of intended timeframes for relevant meetings and what will be discussed at those meetings and reporting back on outcomes to the extent they relate to affected employees.

32.18 The objective of Council will be to arrange for affected employees to be offered employment by the new organisation on conditions of employment that are the same as, or no less favourable than, the employees member's existing terms and conditions of employment.

32.19 Where affected employees are in cleaning services or food catering services roles, Part 6A of the Employment Relations Act 2000 shall apply.

32.20 As soon as possible after the commercial arrangements are finalised, affected employees will be provided with information about the new organisation, whether affected employees will be offered employment by the new organisation, the basis of any such, the timetable for the transition, and the process for consultation with affected employees.



- 32.21 In the event that the employee is not employed by the potential new organisation, for whatever reason, Council will consult with the employee regarding alternative employment or redundancy entitlements, but in the absence of any agreement to the contrary the redundancy compensation provisions set out above shall apply.

### **33. Permanent Transfer / Te Whakawhitinga Pūmau ā-Mahi**

- 33.1 Where Council wishes to permanently transfer an employee to another work location the employee shall be consulted on such a proposal. Such consultation shall give due consideration to all attendant circumstances, including:

- (a) the distance between the old and new site and the employee's place of residence;
- (b) the employee's usual travel arrangements;
- (c) the availability of suitable public transport;
- (d) the personal circumstances of the employee.

- 33.2 If, after careful consideration of the above, it is considered that the proposal to permanently move the employee to another work location is not suitable and there are no other alternatives available, then the employee may be redundant. Please refer to the Management of Change section for further detail.

- 33.3 When a permanent transfer is to take place, Council shall pay compensation to the employee concerned in line with the following formula:

Additional distance required to travel from home to new work location (one way using the most direct route that is reasonable in the circumstances)

Less than 8 km	No compensation
Over 8 km and up to 12 km	\$900.00
Over 12km and up to 20km	\$2350.00*
Over 20km	\$4000.00*

\* these payments would be paid half on date of relocation (in relation to the first 12 month period) and half one year after relocation (in relation to the second 12 month period).

- 33.4 The compensation set out above is a once-only payment in respect of each permanent transfer.



- 33.5 The compensation set out above shall be in addition to any other compensation agreed between the employee and the manager.

**34. Travel Hardship / Ngā Uauatanga o te Haere**

- 34.1 This is not envisaged as an across the board entitlement. This is a “safety net” for members who face additional travel costs as a result of Council imposed change after 19 April 2013 and who have not been able to address their individual needs through the Workplace Strategy (e.g. carpooling and other initiatives) and Flexible Working time.
- 34.2 As part of Council recognising the financial challenges some members face in getting to and from work, Council will provide transport assistance, upon request, to members who meet the criteria below. The transport assistance will:
- (a) Be paid on a fortnightly basis to eligible members, initially for a six month period;
  - (b) Be based on the annual amounts referred to in clause 33.3 (although the amount the applicant will be eligible for will be determined by the distance the applicant is required to travel from home to the applicant's work location (one way), utilising the most direct route that is reasonable in the circumstances); and
  - (c) Be subject to a six monthly review.
- 34.3 At the time of the member's initial request/request for review, the criteria to be applied is that the relevant member must:
- (a) Be paid an annual gross salary of \$70,000 or less;
  - (b) Be facing challenging transport costs and transport circumstances, as a result of Council imposed organisational change after 19 April 2013;
  - (c) Have exhausted other viable transport and flexibility options; and
  - (d) Not be receiving any other travel-related compensation for that period.
- 34.4 The decision will be determined by the relevant member's manager. To avoid doubt, any transport assistance will only be provided from the date that the relevant request is approved.
- 34.5 The salary maximum (currently \$70,000) will be subject to review by Council in consultation with the PSA as part of the annual review of salary bands.



**35. Notice Periods for Resignation or Termination from Employment / Ngā Wā Tuku Pānui mō te Rihaina, te Whakamutua Rawa Rānei i te Mahi**

- 35.1 Employees and Council are encouraged to give adequate notice of resignation or termination of employment.
- 35.2 Except in the case of serious misconduct, one month's notice of termination of employment must be given in writing to the other party. A lesser period of notice may be agreed.
- 35.3 Where the employment is terminated without the required notice, the outstanding period shall be paid by Council or forfeited by the employee.
- 35.4 In the event of serious misconduct Council may dismiss the employee without giving notice and in such case will not be required to pay earnings in lieu of any notice period.

**36. Abandonment of Employment / Te Whakarērea Noatia o te Mahi**

- 36.1 Where an employee is absent from work for more than five working days without the consent of Council and without notification to their manager, they shall be deemed to have terminated their service except where the employee was unable through no fault of their own to notify Council.
- 36.2 Before termination under this clause, Council will attempt to contact the employee at their last known address.

**37. Suspension / Te Tārewatanga o te Mahi**

- 37.1 In the event Council wishes to investigate any alleged misconduct, it may, after discussing the proposal with the employee and considering the employee's views, suspend the employee on pay whilst the investigation is carried out.

**38. Confidentiality / Te Matatapu**

- 38.1 Subject to the provisions of the Local Government Official Information and Meetings Act 1987: employees will not use, divulge or communicate to any person any confidential information, apart from that relevant to normal business with clients



or to persons who have proper authority, relating to Council's business, or that of its principals, without their manager's prior approval.

- 38.2 Employees are required to keep confidential, after termination of employment, all Council's business agreements, tariffs or pricing information, customer and supplier names, private matters, and other confidential information in regard to the business of Council, its employees and its principals and not disclose any such information to anyone.
- 38.3 On termination of employment, employees will leave with Council all property, books of account, records, papers, correspondence and any other documents, electronic media or software concerning and containing reference to the business of Council, and/or its principals.
- 38.4 Employees will not copy any material described above for personal use or use by any unauthorised person.

#### **39. Indemnification of Employees / Te Noho Here Kore a te Kaimahi**

- 39.1 Council shall keep each and every employee indemnified from and against all actions, claims, proceedings, costs and damages incurred or awarded in respect of or arising out of any act or omission or statement of the employee in the course of his or her employment. This indemnity shall not be available to an employee who wilfully causes loss or damage.
- 39.2 Managers, on the recommendation of the manager responsible for Insurance, shall reimburse their employees for damage to personal property which arises as a result of the employee's employment with Council. Reimbursement shall not be available where damage is due to theft, car park damage or the employee's own negligence.

#### **40. Uniforms and Protective Clothing / Ngā Kākahu ā-Mahi, te Kākahu Ārai hoki**

- 40.1 Every employee who is required by the employer to wear a uniform when on duty shall be provided with a uniform at the expense of Council. Uniforms will be replaced on the basis of fair wear and tear.
- 40.2 Suitable protective clothing shall be provided to any employee whose duties require the use of protective clothing or footwear.
- 40.3 Employees shall wear all protective clothing on all occasions where it is necessary.



- 40.4 An employee shall be held responsible for all protective clothing or items of uniform issued in accordance with this clause including any loss or damage due to wilful destruction or neglect.
- 40.5 Protective clothing will usually be returned to Council on termination of employment. Where an employee wishes to retain any items of protective clothing or footwear that is unlikely to be able to be re-used by another employee, this must be agreed with the employee's line manager and all articles of clothing/footwear retained by the employee must have all Council branding removed.
- 40.6 Where the duties required are likely to result in damaged or soiled clothing, any employee who requests to be provided with suitable protective clothing shall be supplied with both one winter and one summer set of clothing annually at the expense of Council.
- 40.7 Details of specific uniform or protective clothing arrangements are set out in Council's operational policies.

**41. Resolving Employment Relations Problems / Te Whakatau i ngā Raru ā-Mahi**

- 41.1 Both Council and the PSA aspire to promote harmony and co-operation between Council and its employees, and to provide effective procedures for the prompt and equitable resolution of problems which may arise from time to time in the course of employment. To maximise a satisfactory outcome for all parties, relationship or potential relationship problems will be dealt with in a fair and equitable manner between the parties directly affected at the earliest opportunity.
- 41.2 Employment relationship problems should not be allowed to build up or continue. All employees are encouraged to remedy and address any problems as and when they arise. The first step is a self-help option that involves identifying the real problem and issues. This requires an approach of problem solving and common sense. In this way the majority of employment relationship problems can be resolved locally, reducing the cost and time involved for all and hopefully giving greater satisfaction to the parties involved.
- 41.3 What an employment relationship problem is:
- (a) An employment relationship problem includes a personal grievance, dispute or other problem relating to the employee's employment relationship with Council. It does not include any problem with negotiating new terms of employment.



- (b) A personal grievance needs to be raised within 90 days of the personal grievance arising. Outside the 90 day period, the employee can seek leave of the Employment Relations Authority to raise a personal grievance. If the grievance is raised outside the 90 day period, in order to be able to pursue it, the employee will need either the consent of Council or the leave of the Employment Relations Authority.

#### 41.4 Who can help with an employment relationship problem?

At all times the employee is entitled to seek advice and assistance from the PSA in raising and discussing a problem.

#### *Internal Process / Te Tukanga ā-Roto*

- 41.5 An employment relationship problem should be raised and discussed with the employee's manager or Human Resources department as soon as possible. If the employee does not wish to speak to their manager or the Human Resources department for any reason, they should speak to their manager, or, another manager, their PSA representative, or someone else who can deal with it. This will allow Council to deal with their concern as soon as possible.
- 41.6 The employee, Council and the PSA will try in good faith to resolve the problem without the need for further intervention by:
  - (a) Identifying and confirming the facts of the situation
  - (b) Talking to each other
- 41.7 If the matter was not resolved by this initial process, the employee should then raise the problem by writing a letter to the Human Resources department outlining the problem or grievance, covering three key points:
  - (a) Details of the problem or grievance
  - (b) Why the employee feels aggrieved, and
  - (c) What solution the employee seeks to resolve the matter.
- 41.8 Council will respond in writing within 14 days, setting out its version of the facts if this differs from that of the employee. Council and the employee will then meet within 7 days to discuss and attempt to resolve the matter.

#### *External Process / Te Tukanga ā-Waho*

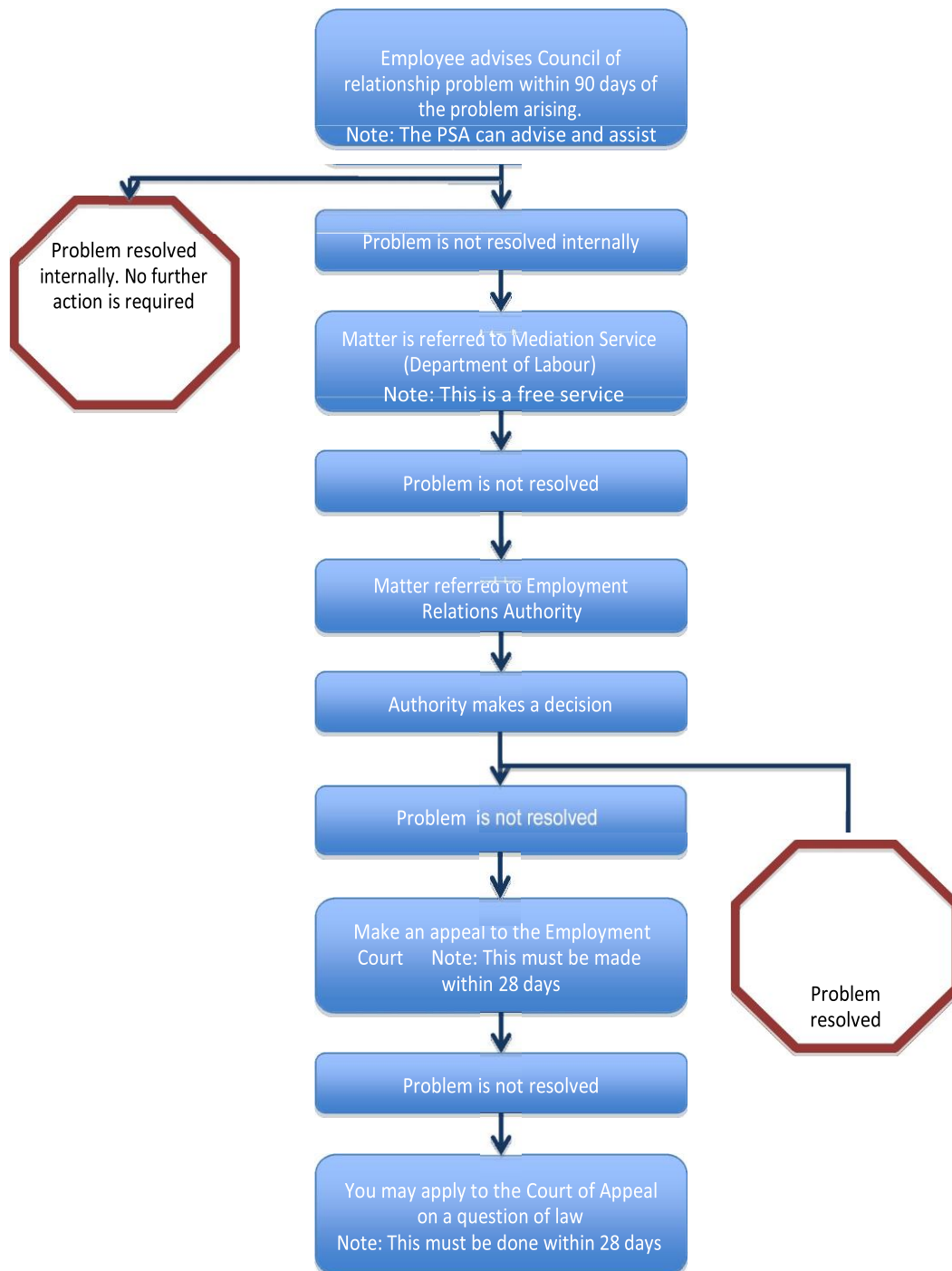
Ministry of Business, Innovation and Employment / Hīkina Whakatutuki



- 41.9 If matters cannot be resolved internally and the employee wishes to seek outside assistance, they may contact the Ministry of Business, Innovation & Employment ("**Ministry**"), which offers free information and has a free mediation service, which can provide assistance to help to resolve the problem. Contact the Ministry at [www.mbie.govt.nz](http://www.mbie.govt.nz) .
- 41.10 If the problem cannot be resolved at mediation, the employee can refer it to the
- 41.11 Employment Relations Authority. Refer to the following chart for further details.

**External Problem Resolution Process / Te Tukanga Whakatau Raru ā-Waho:**





## 42. Complete Agreement / Te Katoa o te Whakaaetanga

- 42.1 It is expressly acknowledged that acceptance of this Agreement and the letter of appointment releases Council from all obligations, conditions and benefits to which the employee is, or maybe entitled, arising from any previous agreement of employment, except for those terms and conditions which are contained within this



agreement, attached appendices and the Savings Section. It is also expressly acknowledged by both parties that this Agreement of employment has not been entered into in reliance on any other agreement or understanding outside of this Agreement and the letter of appointment.

- 42.2 In particular it is agreed that, notwithstanding clause 43 (Savings Clause) the remuneration provisions of this Agreement, including the agreed process for developing a future remuneration approach, replace any provisions of any existing employment agreement that relate to salary, wages or other direct financial payments in the nature of salary and wages such as bonus payments.

#### **43. Savings Clause / Te Whakaritenga ā-Tohu**

- 43.1 Except as expressly provided for in this collective agreement, nothing in this collective shall operate to reduce the conditions of employment applying to any employee covered by this collective agreement as at the date the employee became covered by the agreement, where:

- (a) These terms are detailed in Appendix 3 and reflect clauses that were newly grand-parented into the 2010-2012 Auckland Council PSA collective agreement as part of the harmonisation process and continue as a recognised entitlement;
- (b) These terms are contained in Appendix 4 and reflect clauses that had previously been grand-parented into collective agreements that formed the basis of the harmonisation process
- (c) Those terms are contained in personal to holder letters and reflect personal to holder terms that had not previously been contained in any collective agreement, but were codified into this collective as per the process outlined in Schedule 3 of the 2010-2012 Auckland Council PSA collective agreement.

unless, in respect of points (b) and (c) above:

- (d) these terms were bought out by agreement; or
- (e) these terms were assessed as having been offset wholly or partially by either the terms of the 2010-2012 Auckland Council PSA collective agreement or by the harmonisation payment, with the result that an individual was not disadvantaged.

- 43.2 To avoid doubt:




- (a) If, prior to 22 March 2016, Council has issued formal consultation documents to affected employees in relation to a change process, the terms of the previous Agreement (and any individual contractual entitlements) shall continue in relation to that process and any contractual entitlements.
- (b) Where the Agreement contains an increase in the rate of any allowances, such increase shall only apply if the relevant entitlement accrues after 22 March 2016. If the relevant entitlement accrued prior to 22 March 2016, the terms of the previous Agreement shall apply.

#### **44. Definition / Ngā Whakamārama**

- 44.1 For the avoidance of doubt, all references to pay rates, salary or hourly rates in this agreement whether taxable or non-taxable are gross.

#### **SIGNATORIES / Ngā Kaiwaitohu**

For and on behalf of Auckland Council ("**Council**") / Mā Te Kaunihera o Tāmaki Makaurau

Sign:   
Name: **Jim Stabback**  
Position: Chief Executive  
PP. CLAUDIA WYCK  
ACTING CHIEF EXECUTIVE  
22/12/22

For and on behalf of the New Zealand Public Service Association / Mā Te Pūkenga Here  
Tikanga Mahi Incorporated ("**PSA**")

Sign:   
21 December 2022

Name: **Ian Gordon**  
Position: National Sector leader

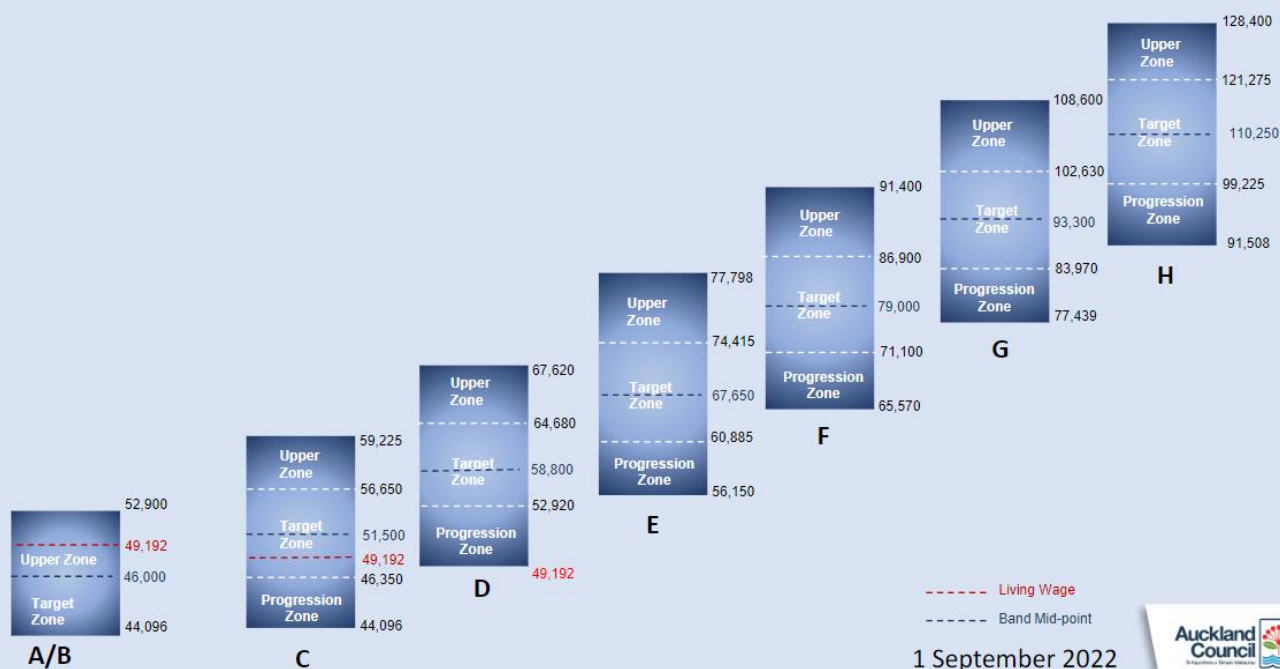


## APPENDICES



## APPENDIX 1 / TE ĀPITI HANGA 1

### 2022 Salary Ranges



Minimum rates of pay will reflect Council's living wage, except for interns, cadets, apprentices and trainees, who will be paid a minimum of 80% of Council's living wage. The current rates are below, and future rates will be published on Kotahi.

Year	Employees	Effective Date of Living Wage	ICATS (Interns, Cadets, Apprentices and Trainees)		Effective Date of Minimum Wage
2019	\$21.15/hour	1 April 2019	\$17.70/hour		1 April 2019
2020	\$22.10/hour	1 Sept 2020	\$18.90/hour		1 April 2020
2021	\$22.75/hour	1 Sept 2021	\$20.00/hour		1 April 2021
2022	Employees	Effective Date of Living Wage	Interns	Cadets, Apprentices and Trainees	Effective Date of Minimum Wage
	\$23.65/hour	1 Sept 2022	\$21.20/hour*	\$21.20/hour	1 April 2022
	*budget permitting this may be increased to 2022 Living Wage of \$23.65/hour (Interns only)				



## **APPENDIX 2 / TE ĀPITI HANGA 2**

### **Job Evaluation system for Council / Te pūnaha Arotake Mahi mō te Kaunihera**

1. The Strategic Pay job sizing system (SP 10) is used to evaluate all positions covered by this collective agreement. The PSA will be consulted on any decision to change the JE system under which jobs are evaluated. There will be direct involvement of the PSA in the evaluation of new jobs and the re-evaluation of jobs performed by its members under this agreement.

### **Re-evaluation / Te Arotake anō**

2. On an on-going basis, where it is believed a position has changed significantly the manager or the employee who holds the position may request a re-evaluation of the position. The effective date for determination of the result of the re-evaluation shall be the date of the re-evaluation.

### **Salary Protection for Re-evaluated Positions / Te Ārai i te Utu mō ngā Tūranga Mahi kua Arotakehia anō**

3. This provision only applies in respect of job evaluations and re-evaluations. It does not apply to positions that have been disestablished under the management of change provisions.
4. Where a position is downgraded following a re-evaluation process, the employee will be paid in the new band with the salary difference between the new band and the existing remuneration being made up by a personal allowance. This personal allowance shall continue while the employee remains in the position and until the band catches up to their salary before the re-evaluation.



### APPENDIX 3 / TE ĀPITI HANGA 3

The terms contained within this Appendix reflect clauses that have been grand-parented into this collective agreement:

**All predecessor organisations:**

*Long Service Leave and Gratuities / Te Wā Whakawātea ā-Mahi mō ngā Tautini, te Takoha hoki*

To be eligible for Transitional Pay Harmonisation as described in Appendix 1 of the 2010/2012 Auckland Council/PSA collective agreement, the process that addressed the relevant matters listed below was as follows:

- (a) For all matters relating to Long Service Leave, employees who still have an ongoing entitlement to Long Service Leave will continue to earn their entitlement until their next due date. Once they have reached that date their entitlement will be frozen and paid out and the scheme will cease to exist. Leave earned under such a scheme must be used before other annual leave is used. Entitlements earned will be paid out at the qualifying date.

*For example, if an employee has completed 6 years' service as at 31 October 2010 and have an entitlement of 2 weeks long service leave due at 8 years, they would need to complete 8 years' service, get 2 weeks long service leave and have no further entitlement thereafter.*

- (b) For all matters relating to Gratuities, employees with less than the qualifying length of service as at 31 October 2010 will have their gratuity entitlement frozen, calculated on a pro-rata basis and paid out once they complete the qualifying length of service.

*For example, if they have completed 5 years service and the entitlement is 10 weeks at 10 years, the frozen entitlement will be 5 weeks, but only payable on the 10<sup>th</sup> anniversary of continuous recognised service.*

Employees with more years of service than the qualifying length of service are already eligible for payment of their gratuity entitlement in accordance with the relevant terms and conditions of their predecessor collective agreement, except that their gratuity entitlement will be frozen as at 31 October 2010 and will be calculated at the relevant rate per year pro-rata for any part year of service.



*For example, if they have completed 13.5 years service as at 31 October 2010 and the entitlement is 1 week per year after 10 years, the frozen entitlement will be 13.5 weeks.*

An employee who elected not to accept the above changes to their long service leave or gratuity provisions retained the relevant provisions in their predecessor collective agreement, but were not eligible for Transitional Pay Harmonisation.

#### *Superannuation/ Te Penihana*

Employees who are currently members of any superannuation scheme and continue as members of that scheme after 1 November 2010 will continue in the scheme on the same terms and conditions as they did while being employed by the various predecessor Councils and CCOs that amalgamated to form Council.

#### **Auckland City Council / Te Kaunihera o Tāmaki Makaurau**

The following conditions only apply to employees who were employed by the Auckland City Council as at 31 October 2010 and covered by the Auckland City Council and PSA Collective Employment Agreement 1 June 2009 to 30 June 2011:

- (a) Tea Money, Clause 29.7.

#### **Franklin District Council / Te Kaunihera ā-Takiwā o Franklin**

The following conditions only apply to employees who were employed by the Franklin District Council as at 31 October 2010 and covered by the Franklin District Council and PSA Collective Employment Agreement 1 July 2009 to 30 June 2010:

- (a) 3 Days between Christmas and New Year Clause, 22.4. However, if for operational reasons this entitlement can not be granted on those days, this entitlement transfers to the employees general annual leave provisions
- (b) Long Service Leave Clause 23, in line with the standard LSL provision described above
- (c) Retirement Gratuity Clause 29, in line with the standard Gratuities provision described above.

#### **Manukau City Council / Te Kaunihera o Manukau**

The following provisions only apply to employees who were employed by the Manukau City Council as at 31 October 2010 and covered by the Manukau District Council PSA Salaried Staff Collective Employment Agreement 1 July 2008 – 30 June 2011:

- (a) Public Holidays, Easter Sunday Clause 25.7 (b)



- (b) Annual Leave Clause 26.5: Employees with 3 years or more of service as at 31 October 2010 will continue to accrue annual leave at the rate of 5 weeks per year. Those employees with 0 to 2 years' service will begin to accrue an additional 2 days annual leave on completion of 3 years' service and employees with 2 years but less than 3 years' service as at 31 October 2010 will begin to accrue 3 days additional annual leave on completion of the 3 years' service.

**North Shore City Council / Te Kaunihera o Te Raki Paewhenua**

The following provisions only apply to employees who were employed by the North Shore City Council as at 31 October 2010 and covered by the North Shore City Council PSA Collective Employment Agreement 1 September 2009 – 30 June 2011:

- (a) Special Holidays for Long Service Clause 12, in line with the standard LSL provision described above
- (b) Overtime and On-call allowance Clause 9.3. This allowance will be payable as follows:  
Where a harmonisation step has been received, the allowance will either:
  - i. be offset fully by this pay increase
  - ii. be received in full, but the employee will not have access to clauses 12 (Overtime) and 13 (On-call and Call-out) of this collective.

**Papakura District Council / Te Kaunihera ā-Takiwā o Papakura**

The following provision only applies to employees who were employed by the Papakura District Council as at 31 October 2010 and covered by the Papakura District Council PSA Collective Employment Agreement 1 September 2009 – 30 June 2011.

- (a) All employees who were in receipt of the Papakura Premium and who had not converted their Premium into either annual leave or an additional KiwiSaver contribution as at 1 November 2010, shall receive henceforth an on-going special allowance (at the equivalent of 2% of their Papakura salary, pre-harmonisation) instead of the Papakura Premium.

**Rodney District Council / Te Kaunihera ā-Takiwā o Rodney**

The following provisions only apply to employees who were employed by the Rodney District Council as at 31 October 2010 and covered by the Rodney District Council PSA Collective Employment Agreement 1 March 2009 – 30 June 2010.

- (a) Permanent Transfer to Other Work Locations Clause 3.7.1 and 3.7.2. This clause will only be applied once to the employees who meet the conditions of the provision between the period 1 November 2010 and 31 October 2012.



- (b) Service Recognition Clause 4.4, in line with the standard LSL provision described above.
- (c) Annual Leave Clause 4.1.: Employees with 3 years or more of service as at 31 October 2010 continue to accrue annual leave at the rate of 5 weeks per year. Those employees who had 0 to 2 years' service at 31 October 2010 began to accrue an additional 2 days annual leave on completion of 3 years' service and employees with 2 years but less than 3 years' service as at 31 October 2010 began to accrue 3 days additional annual leave on completion of 3 years' service.

**Waitakere City Council / Te Kaunihera o Waitākere**

The following provisions only apply to employees who were employed by the Waitakere City Council as at 31 October 2010 and covered by the Waitakere District Council PSA Salaried Staff CEA 1 July 2009 – 30 June 2011

- (a) Long Service Leave Clause 12, in line with the standard LSL provision described above.
- (b) Employees who reached an entitlement of more than 48 weeks redundancy compensation as at 1 November 2010 had that entitlement frozen at the level reached at that date.



## **APPENDIX 4 / TE ĀPITI HANGA 4**

1. The terms contained within this Schedule reflect clauses that were grand-parented in the collective agreements that were the predecessors to the harmonised collective agreement and these will continue to be grand-parented as follows.

### **All predecessor organisations / Ngā whakahaere katoa o mua**

2. Long Service Leave or Gratuities that were frozen as at 1 November 2010 shall be retained as is without affecting an employee's entitlement to Transitional Pay Harmonisation as described in Appendix 3 of this Agreement. Long Service Leave or Gratuities that have not yet been frozen will be treated as outlined in Appendix 3 of this Agreement.

### **Auckland Regional Council / Te Kaunihera ā-Rohe o Tāmaki Makaurau**

3. The following provisions only apply to employees who were employed by the Auckland Regional Council as at 31 October 2010 and were covered by the Auckland Regional Council - Public Service Association Collective Employment Agreement (February 2009- February 2011):

- (a) All terms and conditions identified as saved and grand-parented in the CEA and listed, along with who was eligible for these provisions, within Appendix 3 to the CEA under the following headings:
  - i. Expired Biosecurity Collective Employment Agreement
  - ii. IEC 2000/ ARC Individual Employment Agreement
  - iii. New Wave Employment Agreement
  - iv. Expired NLGOU Collective Employment Agreement

### **North Shore City Council / Te Kaunihera o Te Raki Paewhenua**

4. The following provision only applies to employees who were employed by the North Shore City Council as at 31 October 2010 and covered by the North Shore District Council PSA CEA 1 September 2009 – 30 June 2011.

- (a) Gratuity Clause 37, in line with the standard Gratuities provisions described in Appendix 3 of this Agreement.

### **Waitakere City Council / Te Kaunihera o Waitakere**

6. The following provisions only apply to employees who were employed by the Waitakere City Council as at 31 October 2010 and covered by the Waitakere District Council PSA Salaried Staff CEA 1 July 2009 – 30 June 2011:
  - (a) Gratuity on Retirement, Resignation or Death. Appendix B, in line with the standard Gratuities provision described in Appendix 3 of this Agreement.
  - (b) Long Service Allowance Appendix C, in line with the standard Long Service provision described in Appendix 3 of this Agreement.



## **APPENDIX 5 / TE ĀPITI HANGA 5**

Unpublished Appendix – added PSA members in bands I, J or K

For more details contact [psa@aucklandcouncil.govt.nz](mailto:psa@aucklandcouncil.govt.nz)



## **APPENDIX 6 / TE ĀPITI HANGA 6**

### **Scheduled Work in Connected Communities / Ngā Mahi kua Whakaritea I ngā Hapori kua Tūhonotia**

1. This Appendix is agreed between Auckland Council and the PSA pursuant to clause 20.2 and applies to employees working in Connected Communities, who have their ordinary days and hours of work set by Council in a work schedule. Any such work schedule will be between the hours of 7am to 7pm, Monday to Sunday inclusive. This Appendix will be read consistently with clause 20, but where there is a direct conflict between clause 20 and this Appendix, the terms of this Appendix prevail.
2. Council and the employee will agree the number of ordinary hours a week that will be scheduled on commencement of employment or otherwise by agreement. Any time worked outside these hours shall be agreed between the manager and the employee concerned (by, for example, an employee bidding for additional hours).
3. For the purposes of this Appendix 'Work Schedule' means a schedule showing in advance the hours per day and the days of the week where an employee is due to work. 'Scheduled' and 'schedule period' have a corresponding meaning.
4. In designing the Connected Communities work schedule Council will, where possible, ensure disruption to personal circumstances is minimised for the employees involved.
5. In addition:
  - a. Council and employees will ensure that health and safety considerations are of primary consideration when establishing working hours for a schedule period and approving any additional hours.
  - b. The days these ordinary hours are worked will be spread across a working week and shall be continuous with a minimum of 4 hours and maximum of 8 hours or up 10 hours per day by agreement. The Parties agree that an employee may only be scheduled to work a maximum of two shifts less than 6 hours in any two-week schedule period or otherwise by agreement.
  - c. Forward rotating work schedule patterns are preferable and will be used where practicable.



- d. Work life balance is important when setting working hours and patterns for a schedule period and approving additional hours.
  - e. Schedules will be as agreed and will be published in writing at least 3 weeks (21 days) prior to commencement of the schedule period, unless there are reasons outside of Council's control that affect this timeframe.
  - f. Where possible, employees will have two consecutive days off per week. Single days off shall be avoided except by agreement.
  - g. Except for overtime no employee shall be required to work more than 6 consecutive days, and will not be required to work more than 80 hours over a fortnightly period, unless Council, the PSA and affected members agree the schedule will operate over a different period.
  - h. Employees, covered by this clause will be paid their salary on the basis of their ordinary hours calculated over a fortnight plus applicable allowances, and (in the case of part-time employees) any agreed additional hours. Overtime will be paid in accordance with clause 20.4(e).
  - i. Ordinary hours will be averaged over a fortnight for the purposes of establishing an employee's qualification for overtime, except that overtime (or, if applicable, TOIL) will be payable if an employee is required to work more than 10 hours in a day. If, under clause 20.4(c), the Parties have agreed a different schedule period, then that period will determine the timeframe over which an employee's ordinary hours will be averaged. Overtime payable for working more than 10 hours in a day will be paid as part of that fortnight's salary payment, irrespective of the schedule period.
  - j. Changes to published schedules will be by agreement only.
6. In addition, in March 2017 and 30 August 2018 the Parties agreed certain principles regarding how work in Connected Communities would be undertaken across Local Boards and whānau clusters, being:
- a. Connected Community employees are recruited to Connected Communities Local Board teams with work packages of particular hours.



- b. Where there is a business need to do so, Council may require employees to move within their agreed Connected Community Local Board areas.
- c. Employees will only commute to work once a day.
- d. An employee's preferences will be taken into consideration when designing schedules.
- e. The resourcing model, such a weekend work, will be shared between team members as is workable in the circumstances.
- f. My time conversations are an opportunity to have constructive two-way conversations about an employee's development and schedule preferences.
- g. The best approach when changes are needed is to take a team interest-based approach to solving the business need and balancing personal preferences.
- h. The exception to any change requirement, is when someone is on an agreed flexible work arrangement and the employee does not agree to change that arrangement.
- i. Connected Communities Local Board cluster managers are encouraged to set up monthly check in meetings (as a Local Board team) with the delegate in their Connected Community Local Board. Wherever possible, points of difference should be resolved at the team level.



# MEMBERSHIP FORM



Fill in the details below. Fold and send to **PSA Membership, Freepost 3742, PO Box 3817, Wellington 6140** (no stamp required).

Or scan and email to: [membership@psa.org.nz](mailto:membership@psa.org.nz)

First name

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Surname

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Employer

Self employed

☐

Occupation/Position

Worksite address

Employee/Payroll no. (if known)

By signing this form you agree to abide by the rules of the PSA and authorise the PSA to act as your representative in all matters relating to your employment, including the negotiation and enforcement of your employment agreement. In the event there is a legal issue, the PSA will make the final determination with respect to progression and PSA representation. It is not PSA practice to assist with employment issues which arose prior to joining the PSA.

You authorise your employer to deduct and pay the PSA (NZ Public Service Association Inc.) any membership subscription as determined and duly notified from time to time by the PSA Executive Board.

Signed

Date

We will send everything above this line to your employer for payroll purposes. Information below this line is for PSA use only.

The PSA will arrange for your membership fees to be deducted from your salary. To arrange alternative payment methods, contact Membership on 0508 367 772 or [membership@psa.org.nz](mailto:membership@psa.org.nz).

**Fortnightly fees:** Up to \$19,628: **\$4.40** • \$19,629 - \$42,744: **\$8.90** • \$42,745 - \$54,999: **\$15.40** • \$55,000 - \$74,999: **\$18.50**  
\$75,000 - \$99,999: **\$20.00** • \$100,000 and over: **\$21.50**

Home address


☐ Male

☐ Female

☐ Gender diverse

Do you identify as Māori?

☐

Ethnicity

Māori members automatically join  
Te Rūnanga o Nga Tod Awhina

Date of Birth

DD/MM/YY

Mobile #

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If no mobile phone, please provide preferred land line

Work Email

If no work email,  
please use home


## NETWORKS

I wish to join the following PSA networks (members under 35 automatically join PSA Youth):

☐ Out@PSA

☐ Deaf and Disabled

☐ Pasefika

☐ Women's Network

**Privacy:** View our policy on the confidentiality of information we collect at [psa.org.nz/privacy](https://psa.org.nz/privacy) or freephone 0508 367 772