

INDIVIDUAL EMPLOYMENT AGREEMENT

This Individual Employment Agreement is made between the **Chief Executive** (Employer) of Environment Canterbury and (Employee) of

EMPLOYER:

Bill Bayfield
CHIEF EXECUTIVE

Signed: _____

Date: _____

EMPLOYEE:

Signed: _____

Date: _____

INDIVIDUAL EMPLOYMENT AGREEMENT

EMPLOYER

Where the term "Council" or "Environment Canterbury" is used in this Agreement, it will be taken to mean the Chief Executive (the Employer) of the Canterbury Regional Council. "Environment Canterbury" is the promotional name for the "Canterbury Regional Council".

PERSONNEL POLICIES

The Employee is bound by the Environment Canterbury Personnel Policies. These policies may change from time to time. However, any changes to existing personnel policies or proposed new personnel policies will be discussed with staff prior to implementation.

1. TERM

This is a permanent position commencing on the date in Schedule A of this Agreement.

2. NORMAL HOURS OF WORK

2.1 The normal hours of work for this position are detailed in Schedule A of this Agreement.

2.2 Flexible working hours are available in accordance with the Council's Personnel Policy No. 1.

3. WORK PERFORMED OUTSIDE NORMAL HOURS OF WORK

(Note that the remuneration levels referred to in this clause are reviewed annually.)

3.1 REMUNERATION UP TO AND INCLUDING \$45,000

All time worked outside or in excess of the hours specified in Clause 2 of this Agreement shall be considered as overtime. The first two and a half hours of overtime per week shall be paid at ordinary time rates, thereafter time and a half applies, provided that if the Employee works more than ten hours per day, time and a half rates shall apply for the hours worked in excess of ten.

3.1.1 The payment of overtime, as calculated under Clause 3.1, shall only be made while the **total** of the Employee's remuneration (as defined in Clause 4.1) extended to 31 March next, **and** overtime paid to date in the current tax year, is not in excess of \$45,000.

Where the remuneration is over \$45,000, any additional overtime worked shall be compensated by time-in-lieu to be taken in accordance with Clause 3.2.

3.1.2 No overtime, for which overtime rates are payable, shall be worked without prior approval of the appropriate Section Manager.

3.1.3 Time-in-lieu may be taken as an alternative to overtime subject to conditions in Clause 3.2.

3.2 REMUNERATION FROM \$45,001

In lieu of the payment of overtime, if approved, additional time worked will be compensated by equivalent time-in-lieu to be taken within 12 weeks of the date on which it was earned, in which case the time available in lieu shall be noted on the subsequent timesheet. Any such time-in-lieu granted shall be taken as follows:

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- 3.2.1 No time, for which time-in-lieu would be earned, shall be worked without prior approval of the appropriate Manager.
- 3.2.2 For all days, one hour excess time worked shall entitle the Employee to one hour time-in-lieu.
- 3.2.3 Time-in-lieu is to be taken at a time which is mutually agreeable with the appropriate Manager. In special circumstances time-in-lieu may be accumulated or deferred with the approval of the Director.
- 3.2.4 Where the Employee's Manager does not allow time-in-lieu to be taken within the specified period, such accumulated hours shall be paid at the Employee's ordinary hourly rate.

4. REMUNERATION

- 4.1 For the purposes of this Agreement, remuneration is salary plus the full cost to the Council of any benefits or allowances paid on behalf of the Employee. "Salary" does not include overtime payments.

The remuneration for this position is detailed in Schedule A of this Agreement.

- 4.2 Annual remuneration reviews will be undertaken during July of each year in accordance with the Council's Personnel Policy No. 21. Where the Employee commences employment after 28 February, they will not be considered for a review in the year of commencement.
- 4.3 If the Employee is dissatisfied with the outcome of their remuneration review they may appeal in writing, within 14 days of notification of such review, to the Chief Executive for reconsideration.
- 4.4 The Council reserves the right not to pay salary for any time taken in excess of the leave provisions set out in Clause 5 of this Agreement, or to deduct from the employees salary any personal debt owing to the Council.

5. LEAVE PROVISIONS

5.1 PUBLIC HOLIDAYS

Public holidays shall be allowed in accordance with the Holidays Act 2003.

- 5.1.1 If the Employee is required to work on any statutory or public holiday, as defined in the Holidays Act 2003, they shall be granted, in addition to payment for the day, payment at ordinary time for time worked (minimum three hours) and another day in lieu of the holiday.

5.2 ANNUAL SHUTDOWN

- 5.2.1 The Council observes an annual shutdown during the Christmas and New Year period. Annual leave must be used to cover these days. Those who have not yet accumulated the required days leave may apply to take holidays in advance (subject to signing an authorisation to deduct any holidays owing to the Council if the employee leaves before accruing those leave days taken in advance) or leave without pay.
- 5.2.2 If required to work during the shutdown the Employee will be paid at ordinary time for the time worked.

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5.3 ANNUAL HOLIDAYS

- 5.3.1 Annual holidays shall be allowed in accordance with the provisions of the Holidays Act 2003 and shall be taken in accordance with the Council's Personnel Policy No. 8.
- 5.3.2 The annual leave entitlement is detailed in Schedule A of this Agreement.
- 5.3.3 Employees who have completed six years of continuous service shall be entitled to annual leave of 25 days.

5.4 SICK AND BEREAVEMENT LEAVE

- 5.4.1 Sick and Bereavement leave shall be administered in accordance with the Council's Personnel Policy No. 9a and 9b. Personnel Policy No. 9a and 9b incorporates the minimum requirements as laid down by the Holidays Act 2003.
- 5.4.2 The sick leave entitlement for this position is detailed in Schedule A of this Agreement.
- 5.4.3 Should the Employee suffer an injury for which a payment is received from the Accident Compensation and Rehabilitation Corporation (ACC) they shall be entitled to a reimbursement from the Council in accordance with the Council's Personnel Policy No. 9a.

NOTE: Subclauses 5.1, 5.3 and 5.4 incorporate the minimum requirements as laid down by the Holidays Act 2003.

5.5 JURY SERVICE

If the Employee is required for jury service they shall have their remuneration paid by the Council in accordance with the Council's Personnel Policy No. 11.

6. EXPENSES/PROVISION OF EQUIPMENT

- 6.1 The Council will provide uniforms, protective clothing, safety and other work-related equipment in accordance with the Council's Personnel Policy No. 34.
- 6.2 The Council will reimburse all reasonable out-of-pocket expenses incurred in the course of duty. Such expenses are subject to approval by the appropriate Director. Reimbursement of an overnight stay shall be in accordance with the Council's Personnel Policy No. 32.

7. TERMINATION PROVISIONS

- 7.1 Notwithstanding any other provision in this Agreement, the Agreement may be terminated by either party giving one month's notice of termination, or some other period which is mutually agreed. This does not apply in the case of summary dismissal for serious misconduct.
- 7.2 Absence from work for five consecutive working days, without notifying the Council and without good cause, will be deemed to be self-termination without notice.

7.3 REDUNDANCY

- 7.3.1 7.3.1 If the position is disestablished due to staffing requirements of Environment Canterbury (Clause 7.6), Environment Canterbury shall pay to the redundant Employee:

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- Six weeks remuneration.
- Two weeks remuneration for the first year of continuous service.
- Thereafter for each completed year of service or part thereof two weeks remuneration.

The redundancy compensation is capped at 23 years service totalling 52 weeks remuneration. This payment shall not be payable if the Employee is employed by Environment Canterbury in a similar position immediately following the date of the position becoming redundant.

7.3.2 For the purpose of the foregoing:

“Ordinary pay” means basic salary over the previous twelve months, excluding overtime. “Week” means five working days. “Service” means an Employee’s continuous employment with the Council.

7.3.3 Redundancy does not include the circumstance whereby the Employee is offered alternative employment by either the Council or any associated body or company; provided such employment is substantially similar in work content and skills, and further provided there is no significant reason for the Employee to reject such employment.

7.4 EMPLOYEE PROTECTION

7.4.1 In any case of restructuring, as defined in the Employment Relations Amendment Act (No 2) 2004, i.e. where the business (or part of it) is sold or contracted out to another person, the employer will notify the affected employee that restructuring is a possibility as soon as is practicable, subject to requirements to protect commercially sensitive information.

7.4.2 In the course of negotiating a sale and purchase agreement or a contract for services the employer will:

- (a) endeavour to obtain employment of the affected employee (if practicable) with the new employer; and
- (b) endeavour to obtain employment that is substantially similar in work content and skills.

7.4.3 The employer will subsequently advise the affected employee as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.

7.4.4 Where employment opportunities exist the employer will advise the affected employee of his/her right to accept or decline to transfer to the new employer.

7.4.5 If the affected employee chooses to transfer to the new employer to employment that is substantially similar in work content and skills, he/she will not be deemed to be redundant for the purposes of clause 7.3 of the individual employment agreement.

7.4.6 If the affected employee chooses not to transfer to the new employer to employment that is substantially similar in work content and skills (provided there is no significant reason for the employee to reject such employment), then in accordance with clause 7.3.3 of the individual employment agreement, no redundancy compensation is payable and the notice provisions in clause 7.1 of the individual employment agreement will apply.

7.4.7 If there are no employment opportunities with the new employer, he/she will be deemed to be redundant and clause 7.3 of the individual employment agreement will apply.

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8. INDEMNITY

The Council shall indemnify the Employee against civil claims arising out of the performance of the Employee's duties provided that the advice and actions are performed in good faith and do not amount to deliberate negligence. The indemnity shall be in such form as the Council may decide provided such form does not disadvantage or imply penalisation of the Employee in the subsequent performance of their duties.

9. AUTHORISED REPRESENTATIVE MATTERS

If the Employee appoints an authorised representative they shall be given reasonable access to deal with the Employee's business and negotiate on their behalf.

10. PERSONAL GRIEVANCES¹ AND DISPUTES

10.1 RAISING A PERSONAL GRIEVANCE OR OTHER PROBLEM

10.1.1 If the Employee considers he/she has a personal grievance the Employee must raise the grievance with the Employer by making the Employer aware of the personal grievance that the Employee wants to have addressed.

10.1.2 The Employee must raise the personal grievance within 90 days after the action complained of, or the date the Employee became aware of it, unless there are exceptional circumstances.

10.1.3 For any other employment relationship problem², the Employee should advise the Employer of the existence and nature of the problem as soon as practicable and that the Employee wants something done about it.

10.2 PROCEDURE – ALL EMPLOYMENT RELATIONSHIP PROBLEMS (INCLUDING PERSONAL GRIEVANCE)

10.2.1 If the employment relationship problem cannot be resolved by discussion between the Employer and the Employee, then either party may request assistance from the Department of Labour who may provide mediation services.

10.2.2 If the problem is not resolved by mediation, the Employee may apply to the Employment Relations Authority for investigation and resolution.

11. CONFIDENTIALITY

Subject to the Local Government Official Information and Meetings Act 1987, the Employee shall not, either during the continuance of this Agreement or after its termination (however caused), disclose or use in any manner whatsoever, except for the benefit of the Council, any confidential or commercially sensitive knowledge or information relating to the operations of the Council, any associated body or company, or to any application made to the Council by another party, which was gained during the course of employment with the Council, unless ordered to do so by a Court of competent jurisdiction, or by the written direction of the Chief Executive on behalf of the Council.

¹ Personal Grievance means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership, or non-membership, of a union or Employees' organisation.

² Employment relationship problem includes a personal grievance, a dispute, and any other problem relating to, or arising out of, an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.

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12. OTHER CONTRACTS OR AGREEMENTS

This Agreement replaces any other contracts or Agreements between the Employer and the Employee.

13. SCHEDULES

All attached schedules, and their provisions, form part of the terms and conditions of this Individual Employment Agreement.

COPY FOR YOUR APPRAISAL

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SCHEDULE A

1. NAME:
2. ADDRESS:
3. POSITION TITLE:
4. DESCRIPTION OF DUTIES: Refer Schedule B
5. LOCATION OF POSITION: Christchurch/Environs
6. AGREEMENT COMMENCEMENT DATE:
7. NORMAL HOURS OF WORK: The normal hours of work shall be seven and a half hours per day, 37½ hours per week, to be worked between the hours of 8.30 a.m. and 5.00 p.m., Monday to Thursday, inclusive.
8. LEAVE: Annual: 20 days per annum after each completed year of service to be taken in accordance with the Council's Personnel Policy No. 8.
Sick: Five days for each completed six months of service to be taken in accordance with the Council's Personnel Policy No. 9a.
9. REMUNERATION:
Remuneration: \$per annum
Remuneration Band: This position has been evaluated at Band
Band Minimum: \$
10. OTHER SPECIAL CONDITIONS:

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