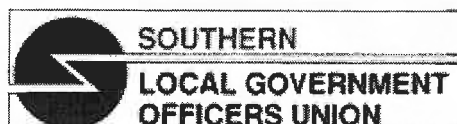




Salaried Employees Collective Agreement

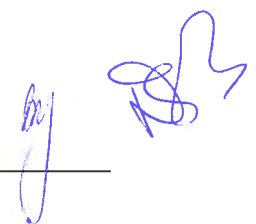
2010/2011



Environment Canterbury Salaried Employees Collective Agreement

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Environment Canterbury Salaried Employees Collective Agreement

1. APPLICATION OF AGREEMENT

1.1 This is a collective agreement between the Canterbury Regional Council known as Environment Canterbury ("*the Council*") and the Southern Local Government Officers Union ("*the union*").

Note: In terms of s.119C(2) of the Local Government Act 1974, the Chief Executive employs staff on behalf of the Canterbury Regional Council and is responsible for the negotiation of their terms of employment. Where the term "Council", or "Canterbury Regional Council" is used in this agreement in relation to matters affecting the employment of staff, it will be taken to mean Chief Executive on behalf of the Canterbury Regional Council known as Environment Canterbury.

1.2 Coverage

This collective agreement shall apply to full members of the union who are employed as salaried officers.

This shall include, but is not limited to, work occupations that may be described as having the following general characteristics:

- Administrative, Accounting or Clerical
- Professional, Technical or Scientific
- Advisory or Regulatory
- Management or Supervisory including Forepersons, Team Leaders or any others controlling staff.
- Information or Customer Services.

Such coverage shall not include:

- Directors
- Managers (formerly known as Section Managers)
- Executive Assistant
- Executive Secretaries
- Human Resources Officer/Advisor
- Human Resources Administrator
- Employees on fixed term agreements of 6 months or less in duration, or casual employees. A "*fixed term agreement*" is an agreement where the employment of the employee ends at the close of a specified date or period; or on the occurrence of a specified event; or at the conclusion of a specified project. The union shall be advised if the aggregate of a series of fixed term agreements for an employee exceeds 12 months. A "*casual employee*" is an employee who is called in to work as required from time to time on either an hourly, daily or weekly basis without commitment from either party to a continuing employment relationship.



- 1.3 Notwithstanding any of the provisions of this agreement, the minimum terms and conditions of the following statutory enactments shall apply including:

Equal Pay Act 1987
 Holidays Act 2003 (and amendments)
 Minimum Wage Act 1983
 Parental Leave and Employment Protection Act 1987 (and amendments)
 Employment Relations Act 2000 (and amendments)
 Health and Safety in Employment Act 1992

- 1.4 Where reference is made in this agreement to the Canterbury Regional Council Personnel Policies, such policies will remain in force and unaltered for staff covered by this agreement until 30 June 2011 unless otherwise agreed between the parties to this agreement.

Where it is proposed that a new policy be introduced, before 30 June 2011, the Chief Executive shall first discuss the proposed new policy with staff and the union prior to implementation.

- 1.5 **Metroinfo/Bus Exchange**

The following provisions of this agreement shall have no application to employees employed in the Metroinfo Service or Bus Exchange.

Clause 2- Hours of Work
 Clause 3 - Overtime

Metroinfo Service and Bus Exchange Employees covered by this agreement shall work such hours and be paid such remuneration as determined by their individual agreements.

- 1.6 **Variations**

The parties to this collective agreement may, at any time it remains in force, agree in writing to the variation of any or all of its provisions.

2. HOURS OF WORK

- 2.1 The normal hours of work shall be 7½ hours per day, 37½ hours per week, to be worked between the hours of 8.30 am and 5.00 pm Monday to Friday inclusive provided that 8 hours per day, 40 hours per week to be worked between the hours of 7.30 am and 5.00 pm Monday to Friday inclusive shall be the normal hours of work for employees and positions specified in Schedule 1.

- 2.2 Personnel Policies No. 35 Refreshment Provisions and No. 1.4 (iv) Lunch and tea breaks shall apply.

- 2.3 Notwithstanding Clause 2.1 above flexible working hours are available in accordance with the Council's Personnel Policy No.1.

- 2.4 The clock hours and days of work specified in clause 2.1 shall not apply to Clean Heat Assessors or Regional Reserves Rangers.



3. OVERTIME

3.1 **Employees with remuneration below \$53,268 [\$47,942 for employees who commence employment after 1 July 2004] per annum.**

- (i) 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 an employee works more than 10 hours per day, time and a half rates shall apply for the hours worked in excess of ten.
- (ii) The payment of overtime as calculated under clause 3.1 (i) shall only be made whilst the total of the employee's remuneration (as defined in clause 4.1.1) extended to 31 March of each tax year, and overtime paid to date, in the current tax year, is not in excess of \$53,216 [\$47,894 for employees who commence employment after 1 July 2004] per annum.

To the extent that this total exceeds \$53,268 [\$47,942 for employees who commence employment after 1 July 2004] per annum any additional overtime worked shall be compensated by time in lieu to be taken in accordance with clause 3.1.2.

- (iii) An employee required to work on any of the public holidays as defined in the Holidays Act 2003 and its amendments shall, in addition to the payment for the day, be paid at ordinary time for the time worked (minimum three hours) and an alternative holiday shall be granted, to be taken in accordance with the Holidays Act 2003 and its amendments.

3.1.1 No overtime, for which overtime rates or time in lieu are payable, shall be worked by an employee without prior approval of the Supervisor concerned.

3.1.2 In lieu of the payment of overtime, if the employee requests and is approved, it shall be permissible for the employee to take equivalent time off in lieu within four weeks of that date, in which case the time available in lieu shall be noted on the subsequent time sheet. Any such time in lieu granted shall be taken as follows:

- (i) For all days one hour excess time worked shall entitle the employee to one hour time in lieu.
- (ii) Time off in lieu is to be taken at a time mutually agreeable to the employee and the Manager (formerly known as Section Manager) and shall be taken within four weeks of the date on which it was earned. In special circumstances time in lieu may be accumulated or deferred with the approval of the Manager.
- (iii) Where the Manager (formerly known as Section Manager) does not allow an employee to take time in lieu within the specified period such accumulated hours shall be paid at the employee's ordinary hourly rate.

3.2 **Employees with remuneration above \$53,268 [\$47,942 for employees who commence employment after 1 July 2004] per annum.**

3.2.1 Time in lieu in accordance with clause 3.1.2 shall apply.

3.2.2 Employees who are required for emergency work (fire, flood, spillage or similar emergency) outside normal working hours shall be entitled to time in lieu. One hour worked shall entitle the employee to one hour time in lieu.

Clause 3.1.2 (iii) shall also apply to employees with remuneration above \$53,268 [\$47,942 for employees who commence employment after 1 July 2004] per annum.

3.2.3 Clause 3.1 (iii) shall apply.



4. REMUNERATION

4.1.1 For the purposes of this agreement, remuneration is salary plus the full cost to the Council of Council contributions to superannuation on behalf of the employee. 'Salary' does not include overtime payments.

4.1.2 Annual remuneration for employees covered by this agreement, shall be determined within the following bands; provided that the Chief Executive reserves the right to pay above the market range.

Band	2010/2011 Financial Year		
	BAND MINIMUM	MARKET RANGE	
9	\$104,187	\$112,767	\$132,379
8	\$91,393	\$98,920	\$116,123
7	\$76,935	\$83,271	\$97,753
6	\$65,459	\$70,850	\$83,172
5	\$55,440	\$60,006	\$70,442
4	\$47,304	\$51,200	\$60,104
3	\$40,527	\$43,864	\$51,493
2	\$34,951	\$37,829	\$44,409
1	\$30,074	\$32,551	\$38,211

4.2 Remuneration Reviews

Annual Remuneration reviews will be undertaken during July each year. Provided that employees aged less than 20 years shall be entitled to six monthly reviews, conducted in July and January, until they reach 20 years of age. Any employee dissatisfied with his/her remuneration review may appeal, within 14 days of notification of such review, to the Chief Executive for reconsideration.

4.3 No employee of the Council shall have his/her remuneration reduced by the operation of this agreement.

4.4 Employees who regularly work less than full time hours per week shall be entitled to pro-rata the appropriate salary and shall be entitled to the provisions of this agreement on a pro-rata basis. The Council may deduct from the salary of an employee on a pro-rata basis where the employee is absent due to sickness, accident, default, or time off at the employee's own request.



4.5 Remuneration Increases 2009/2010

- (i) Employees covered by this agreement who:
- (A) Were full members of the union as at 1 July 2010; and
- (B) Have not otherwise received (or been specifically exempted from) an annually negotiated increase for the 2010/2011 financial year, shall receive a remuneration increase, effective from 1 July 2010, on the basis set out below:

Percentage Increase	1.9
----------------------------	------------

- (ii) Provided that the Chief Executive will exercise his discretion, this year, regarding employees paid above their market range, by making the appropriate percentage increase available to those employees.
- i) Provided further that the remuneration increase for those employees referred to in 4.6.15 shall be 1.9%.

4.6 Job Evaluation

4.6.1 The System

The Strategic Pay Evaluation System i.e. SP5, using the factor descriptors as modified for use within the Canterbury Regional Council, will be used to provide a systematic basis for establishing internal relativities and to assist with linkages with the external market. Staff will have access to the Job Evaluation factor descriptions on the intranet.

4.6.2 Job Evaluation Committee

The Job Evaluation Committee will consist of four members, the Human Resources Manager, one Senior Manager, one member of the Salaried Employees Collective Agreement and one individual agreement holder. Each member will have one trained backup. Staff representatives will be chosen by the staff from each group. A consultant from Strategic Pay will assist the committee as required, and provide training for any new committee member.

Committee members shall be appointed for a two year term, and shall be eligible for re-appointment for further terms, provided that any of the parties may at any time cancel an appointment for whom they are responsible and appoint a replacement.

4.6.3 Information

All job evaluations will be carried out from job descriptions and additional information obtained from SP5 submission forms which will be signed by the job holder (where there is one), their Manager (formerly known as Section Manager) and Director. The Job Evaluation Committee can also call on the appropriate Manager and/or the job holder (where there is one) to clarify details of the job content.

Where a job evaluation review is being conducted in respect of any position for which any Member of the Committee is the job holder, the Member of the Committee shall not take part in that review in any way, and for the purposes of the evaluation of that position shall be replaced by their backup.

4.6.4 The Committee's evaluations will be audited regularly by Strategic Pay.

4.6.5 The Job Evaluation Committee's decision on points should be unanimous. In the event that the decision is not unanimous, at least three members must agree and if agreement cannot be reached, a Strategic Pay Consultant will assist the Committee to make a final decision. The Committee deliberations will be confidential to the Committee.



4.6.6 Applications to the Committee For Review

Applications for review of the SP5 points assigned to a position will be made in the first instance to the Job Evaluation Committee.

The Manager or the job holder may, if either objects to the evaluation, lodge an application for a review of the evaluation.

Such applications for review will be lodged with the Human Resource Manager within 10 working days of the points being released to staff. The Manager and/or the job holder and/or his/her nominee/ advocate shall be entitled to be present at the review hearing.

The Job Evaluation Committee shall meet at such times as will ensure that any matter for consideration will be dealt with, where practicable, within one month of its submission to the committee.

4.6.7 Appeals to the Chief Executive

If the Committee's review in 4.6.6 is not accepted, then a final decision can be sought from the Chief Executive.

4.6.8 New and Vacant Positions

All new permanent salaried positions will be evaluated by the Job Evaluation Committee as part of the approval process. The Chief Executive may at any time request the Job Evaluation Committee to evaluate any job description for a vacant position.

4.6.9 Re-evaluations

The Job Evaluation Committee will meet in early March and September to consider any applications for re-evaluation. Such applications shall not occur more than once in a 12 month period and must be endorsed by the appropriate Manager (formerly known as Section Manager) and Director. Any re-evaluation shall be subject to the Chief Executive's approval. Before the Chief Executive decides he shall discuss the matter with the employee and the appropriate Manager or Director. Provided that where an existing employee applies to have his/her job re-evaluated, he/she will have to obtain a score of at least 10 additional points above his/her current points and be within the next band before the job is re-pointed.

4.6.10 Where the re-evaluation of a position results in an higher band for any job it shall be effective from a date, not later than the start date of the pay period following that when staff were notified of the final outcome of the job evaluation of the position.

4.6.11 All positions shall be re-evaluated no later than five years after the last previous evaluation of the position.

4.6.12 Linkage to Remuneration

Mercer SP5 points will be linked to the 9 Environment Canterbury job Bands as specified in 4.1.2. Remuneration increases are permanent up additions to salary. The Chief Executive reserves the right to pay above the market range.

Under no circumstances will any staff member be permitted to fall below the minimum for his/her job band.

4.6.13 No staff member shall have their salary decreased as a result of job evaluation.

4.6.14 Subclause 4.6 shall not apply to employees engaged on fixed term agreements of more than six months but less than 12 months in duration, provided that such employees will be paid no less than the minimum for Band 1 in 4.1.2; provided further that if the job has been evaluated the appropriate rate for the job shall apply.



5. LEAVE PROVISIONS

5.1 Holidays

5.1.1 Public Holidays shall be allowed in accordance with Holidays Act 2003 and its amendments.

5.2 Annual Holidays

5.2.1 Annual holidays shall be allowed in accordance with the provisions of the Holidays Act 2003 and its amendments and shall be taken in accordance with the Council's Personnel Policy No. 8.

5.2.2 The annual leave entitlement shall be 20 days (in addition to the holidays provided for in Clause 5.1) for each 12 months of service. ▸

5.2.3 Employees who have commenced employment before 1 December 2005 shall, from 1 December 2005 accrue annual leave of at the rate of 23 days for each 12 months of service.

5.2.4 From 1 December 2007 employees who have completed 6 years current continuous service and others on the 6th anniversary from their start date, shall accrue annual leave at the rate of 25 days for each 12 months of service.

5.3 Sick Leave

5.3.1 Sick leave may be taken where:

- (i) the employee is sick or injured, or
- (ii) the employee's spouse is sick or injured, or
- (iii) a person who depends on the employee for care is sick or injured

5.3.2 Each employee shall be entitled to five working days sick leave on full pay for each completed six months of service with the Council.

5.3.3 Sick leave shall be administered in accordance with the Council's Personnel Policy No. 9A. In accordance with Council Policy, Directors and Section Managers have the discretion to approve up to five days sick leave in advance of entitlement if required by staff within the first six months of their employment. This will be offset by the employee's subsequent sick leave entitlement.

5.3.4 Sick Leave Accumulations

Sick leave shall accumulate in accordance with the Council's Personnel Policy No. 9A

5.3.5 An employee who suffers an injury for which a payment is received from the Accident Compensation Corporation or the Council's Workplace Accident Insurer shall be entitled to a reimbursement from the Council in accordance with the Council's Personnel Policy No. 9A.

5.3.6 Bereavement Leave

Bereavement leave shall be administered in accordance with the Council's Personnel Policy No. 9B.

Note: Subclauses 5.1, 5.2 and 5.3 incorporate the minimum requirements as laid down by the Holidays Act 2003 and its amendments.

5.4 Jury Service

Any employee required for jury service shall have their remuneration paid by the Council in terms of the Council's Personnel Policy No. 11.



6. EXPENSES/PROVISION OF EQUIPMENT

- 6.1 The Council will provide uniforms, protective clothing, and 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 employees duties. Such expenses are subject to approval by the appropriate Manager/Director. Reimbursement of an overnight stay shall be in accordance with the Council's Personnel Policy No. 32 Travelling on Council Business.

7. TERMINATION PROVISIONS

- 7.1 Except in the case of casual or fixed term employees, notice of termination of employment of one month (or, by mutual agreement, one month's salary may be paid in lieu of notice) shall be given by either party or some other period which is mutually agreed. This does not apply in the case of summary dismissal for serious misconduct.

- 7.2 An employee who is absent from work for five consecutive working days without notifying the Council or without good cause will be deemed to have self-terminated without notice.

7.3 Redundancy

- 7.3.1 Any restructuring proposed by the Chief Executive which is likely to affect the continuing employment of staff will be dealt with in accordance with Personnel Policy No. 37 – Restructuring.

- 7.3.2 Where employment of any employee is terminated because the employee's position is surplus to requirements, the Council shall pay to that employee as compensation for loss of office six weeks of their ordinary pay plus a further 2 weeks ordinary pay for each completed year of service, or part thereof, after the first completed year, up to a maximum of 23 years of service.

- 7.3.3 For the purposes 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, and, where applicable, includes continuous employment with the constituent body with whom the employee was working at the time that authority was amalgamated into the Council. Continuous employment means service unbroken by resignation or other termination.

- 7.3.4 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 and the union 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 and the union 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 this 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 7.3.4 of this agreement, no redundancy compensation is payable and the notice provisions in clause 7.1 of this agreement will apply.
- 7.4.7 If there are no employment opportunities with the new employer, the employee will be deemed to be redundant and clause 7.3 of this agreement will apply.

8. INDEMNITY

The Council shall indemnify its employees against civil claims arising out of the performance of their duties provided that the advice and actions of employees 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 his/her duties.

9. UNION MATTERS

- 9.1 The employer shall allow authorised staff representatives for this agreement, reasonable time to attend to business of the staff organisation and negotiations with the Council.
- 9.2 Provided not less than 14 days' notice is given to the employer by the union, members meetings not exceeding two hours in total time may be held each year at times and places to be mutually agreed upon, provided that personnel shall be made available to maintain the operation of essential services. Not more than two such meetings shall be held in any year.
- 9.3 **Deduction of Union Fees:** With the agreement of the employee the employer shall deduct union subscriptions fortnightly from the remuneration due to employees bound by this agreement. Such subscriptions shall be remitted to the union at mutually agreed intervals. It shall be the responsibility of the union to notify the employer of the amount of subscription fixed by the union.
- 9.4 The union shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times the office and works and there interview those employees, but not so as to impede work.
- 9.5 A representative of an organisation seeking to become an authorised representative may, with the agreement of the employer, be given access to the work place for the purpose of obtaining authority to so represent employees.
- 9.6 The employer shall keep and make available to the union (authorised under Section 236 of the Employment Relations Act 2000) upon request, a time and wages record for each employee covered by this agreement which complies with Section 130 of the Employment Relations Act 2000.



10. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

10.1 Definitions

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.

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.

Dispute means a dispute about the interpretation, application or operation of an employment agreement.

10.2 Raising a Personal Grievance or Other Problem

- (i) 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.
- (ii) 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.
- (iii) For any other **employment relationship problem**, 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.

10.3 Procedure – All Employment Relationship Problems (including personal grievance)

- (i) The employer will meet with the employee (and the union if the employee so desires) to discuss the matter with a view to resolving it.
- (ii) If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the Department of Labour who may provide mediation services.
- (iii) If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

11. CONFIDENTIALITY

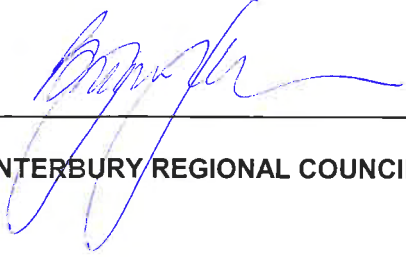
Subject to the Local Government Official Information and Meetings Act 1987, no employee shall, either during the continuance of this agreement, or after its termination (however caused), disclose or use in any manner whatsoever, except for the benefit of the Council, any confidential or commercially sensitive knowledge/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.

12. TERM

This agreement shall be deemed to have come into force on the 1st day of July 2010 and shall expire on the 30th day of June 2011.



SIGNATORIES



CANTERBURY REGIONAL COUNCIL

Date: 30 / 11 / 10



**SOUTHERN LOCAL GOVERNMENT OFFICERS
UNION**

Date: 22 / 11 / 2010

SCHEDULE ONE

D Harrison

