

Auckland Council
Kauri Kids
Collective Agreement

1 July 2021 - 30 June 2022

PSA NZEI



NZEI
TE RIU ROA

Principles of Business and Relationships

This document is about shaping the positive relationship between Auckland Council and their staff, recognising that a sustainable and successful business affords positive outcomes for all parties.

All parties covered by this agreement will work towards that outcome.

This document also provides a desire to develop and practise good relationships with all our stakeholders and to focus our collective effort on enhancing service to the community and our customers.

Drawing on the Treaty of Waitangi, which sets out a high-quality relationship between the Crown and Māori, we identify with the need to exercise governance in the interests of all the people of the city.

Our Customers/Clients

Every day we will listen to our customers and together with them design and deliver services that address their needs and expectations.

The parties note that the business will aspire to meet and exceed the expectations of our stakeholders.

Our Organisation

We are committed to practising the disciplines of operating within a collective organisation and using a consultative approach to the conduct of business. Through this approach, the common and differing needs of all the parties can be acknowledged and addressed in the same way.

We acknowledge a need for agreed business rules to govern the way our business is developed and conducted both now and as the organisation develops. There needs to be codes of conduct to assure the quality of processes and relationships between people along the way. The collective organisation and a commitment to consultation, needs to be a part of the business strategy and business rules of our organisation.

Our People

We will treat people with dignity no matter who they are. We will promote the development and maintenance of safe and caring workplace practices which show an active acknowledgment of the diversity of our people.

We will respect each other as individuals and promote teamwork across and beyond the organisation. We are committed to there being on going opportunities for personal development.

We are committed to practising shared accountability for our performance based on the notion that we are working together in one organisation and that together we need to make it work. In that we are accountable to each other as people in the organisation as well as more formally through our particular roles within the structure.

Union Participation

We will continue to support the role of a democratic and independent union perspective within the business.

Change and Change Management

We will use consultation when introducing and communicating change and seek solutions that balance the interests of the various parties concerned.

We will share information freely within the organisation and communicate with people in time for them to be involved in organisational decision making and action relating to change.

Contents

Principles of Business and Relationships	2
1. Parties	6
2. Coverage and Term of the Agreement	6
3. Location of Work	6
4. Member Benefit Payment	6
5. New Employees	6
6. Basis of Agreement	7
7. Variation of Agreement	8
8. Casual Wage Rates	9
9. Hours of Work	8
10. Overtime	9
11. Call Out Payments	
Error! Bookmark not defined.	
12. Uniforms	9
13. Continuity of Service	11
14. Accommodation and Amenities	11
15. General Provisions	12
16. Learning and Development support	12
17. Part -Time Employees	12
18. Fixed term Employees	12
19. Casual Employees	12
20. Health and Safety	13
21. Sick and Domestic Leave	13
22. Bereavement/Tangihanga Leave	15
23. Cessation of Employment on Medical Grounds	16
24. Payment of Salaries/Wages	16
25. Expenses	17
26. Meal Breaks/Rest Breaks	17
27. Meal Allowance	17
28. Variation of/Higher Grade Duties	17
29. Subscriptions and Practising Certificates	18
30. Indemnification of Employees	18
31. Job Sharing	18
32. Equity & EEO	18
33. Vacancies	18
34. Public Holidays	19
35. Annual and Service Holidays	20
36. Paid Parental Leave	22

37. Manager Approved Leave	22
38. Jury Service Leave	22
39. Travel	22
40. Transfer	23
41. Other Employment	24
42. Termination of Employment	24
43. Abandonment of Employment	24
44. Redundancy	25
45. Vulnerable Employees	29
46. New Technology	29
47. Deduction of Employee Organisation Fees	30
48. Stop Work Meetings	30
49. Employment Relations Education Leave	30
50. Union Access	30
51. Resolving Employment Relationship Problems	30
52. Remuneration	32
Appendix A	34
Partnership Principles	34
Appendix B	35
Consultation Principles	35
Appendix C: Remuneration Framework	36
Appendix F	
Error! Bookmark not defined.	
Uniform Matrix for Pools and Leisure	
Error! Bookmark not defined.	
Appendix G	40
Benefits	40
Appendix H	42
Grandparented provisions	42
Schedule 1	
Error! Bookmark not defined.	
Individual centre placement	
Error! Bookmark not defined.	
Schedule 2	
Error! Bookmark not defined.	
Criteria used to determine centre placement in Streams A, B and C	
Error! Bookmark not defined.	

1. Parties

- 1.1 Auckland Council and The New Zealand Public Service Association Incorporated (PSA) and the NZEI Te Riu Roa (NZEI) ("the Unions").
- 1.2 Copies of this Agreement shall be displayed at all work sites and provided to Employees on request.

2. Coverage and Term of the Agreement

Coverage

- 2.1 This agreement shall cover all employees who are NZEI and PSA members employed by Auckland Council in early childhood education, as Teacher Assistants, Early Childhood Educators or Head Teachers. Staff employed in Centre Manager or Site Leader roles are excluded.

Term of Agreement

- 2.2 This agreement shall come into force on 1 July 2021 and shall continue in force until 30 June 2022.

3. Location of Work

- 3.1 Employees will be allocated a place of work at commencement of employment. The place of work shall be documented.

4. Member Benefit Payment

- 4.1 In recognition of the constructive relationship that Auckland Council has with NZEI and the PSA, and for the ability to pass on any negotiated terms and conditions, Auckland Council will pay each employee covered by this collective agreement including casuals and fixed-term staff, a one-off lump sum of \$250.00 gross per annum. The calculation will be based on the average hours, including ordinary time and overtime (pro rata for less than full time hours) over the last 12 months (from the last pay period back 12 months), or for the time an employee has been employed (whichever is longer).
- 4.2 In order to qualify for payment, employees must be an Auckland Council employee and NZEI or PSA member on the date of ratification.
- 4.3 The payment will be made as soon as reasonably practicable, and if possible by the second pay cycle following ratification.

5. New Employees

- 5.1 New employees, whose work is covered by this Agreement, will receive at, or before, commencement of their employment a Fact Sheet or similar information about each Union, including contact details of union representatives.
- 5.2 The Unions will be given an opportunity to participate in any relevant induction process conducted by Early Childhood Services, and reasonable work time will be made available for

new employees who wish to meet with a union representative.

- 5.3 It will be the responsibility of each Union to ensure that Auckland Council is provided with current documentation, the content of which will be agreed between the Union and Auckland Council having regard to ensuring consistency with the content and style of documentation provided by Auckland Council to new employees.

6. Basis of Agreement

- 6.1 This agreement is made pursuant to Section 56 of the Employment Relations Act 2000 and its amendments which emphasises building employment relationships based on mutual trust and confidence and promoting collective bargaining.

- 6.2 Nothing in this agreement shall operate to reduce the wages/salaries applying to any employee at the date of this agreement coming into force.

In-House Service Provision

- 6.3 Auckland Council is committed to the retention of 'in-house' service provision except where there is:
- legislative requirement; or
 - cost or other demonstrable advantage to Auckland Council, for alternative methods of service delivery.

Fair and Reasonable Treatment

- 6.4 Employees are entitled to fair and reasonable treatment in their relationship with Auckland Council.

Consultation and Co-operation

- 6.5 The intent of the parties is to recognise the requirement to provide an efficient high quality level of services to customers.
- 6.6 In pursuit of this goal, Auckland Council and the employees are fully committed to fostering good employment relations and ensuring that consultation and co-operation is the basis for all employer/employee relations
- 6.7 A statement of consultation principles appears in Appendix B of this agreement.
- 6.8 By entering into this agreement, the parties are indicating their willingness to resolve matters of concern through consultation.
- 6.9 The purpose of consultation is to:
- improve communication at all levels,
 - allow employees to be innovative,
 - encourage team spirit and co-operation,
 - provide a supportive work environment where employees have the confidence to offer their ideas on the efficient running of the organisation,
 - give employees a greater opportunity for participation and influence in their organisation,
 - make the fullest possible use of available experience and ideas on the efficient running of Auckland Council, and
 - give the parties the opportunity to meet and understand each other's views and objectives at first hand

7. Variation of Agreement

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

(Note for the information of union members: Any variation shall be subject to the agreement of both unions whose members are covered by this agreement. The Union members potentially affected will agree on the process and percentage required for ratification of the variation).

8. Casual Wage Rates

- 8.1 Casual employees covered by this agreement shall be paid at the rates set out in this agreement.
- 8.2 All casual employees shall be paid 8% gross earnings in addition to their normal hourly rate at the end of each pay period in lieu of annual holidays in accordance with the Holidays Act 2003.

9. Hours of Work

- 9.1 Definitions:
- (a) '*Shift work*' means a rostered pattern of work where one employee replaces another on the same or similar job within a specified period (usually twenty-four hours), and a "Shift" is an employee's specified hours and days of work set out by a roster.
- (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.
- 9.2 Except as specifically agreed between the Employee and Auckland Council in writing, or as specified as part of a Roster established under this clause (clause 9), 40 hours shall constitute an ordinary, full-time week's work and shall be worked during five consecutive days, Saturday to Friday inclusive.
- 9.3 Eight ordinary hours shall be worked in one day except as otherwise mutually agreed.
- 9.4 As an agreed alternative to clause 9.3, up to ten ordinary hours may be worked in one day by mutual agreement between Auckland Council and the employee.
- 9.5 The ordinary hours of work of an employee may be fixed by roster. Wherever possible, the shifts to be worked will be mutually agreed between Auckland Council and the Employee(s), and agreement on shifts will not be unreasonably withheld. If agreement cannot be reached then Auckland Council, in discussion with the Unions, will first consider allocating shifts equally amongst Employees.
- 9.6 The allocation of shifts shall meet the business needs of Auckland Council. In doing so, however, Auckland Council shall be cognisant of the personal needs of the Employee. Except in cases of emergency or by agreement, Auckland Council will give a minimum of two weeks' notice in the event of any change in rostered hours. Auckland Council may only make a fundamental change to a Roster after consulting with affected employees and the

Unions, and if the proposed change to the Roster proceeds, Auckland Council will give affected employees 3 months' notice of such change, unless the parties agree to a different timeframe.

- 9.7 Employees whose hours of work are rostered shall have consecutive days off duty each week, unless otherwise agreed to by Auckland Council and the employee concerned.
- 9.8 If mutually agreed between Auckland Council and the employee concerned, part-time employees may work their hours over more than five days within the period Saturday to Friday inclusive.
- 9.9 A broken day may be worked if mutually agreed between Auckland Council and the employee whereupon an additional \$10.63 shall be paid. Meal allowances shall not be paid to employees receiving allowances under this sub-clause.

10. Overtime

- 10.1 Overtime is defined as time worked over 40 hour per week or over 10 hours per day (unless the employee is working a different number of hours by agreement pursuant to clause 9 or unless otherwise agreed). Overtime payment shall be calculated on a weekly basis if the employee works fixed hours, or calculated by averaging the hours worked over a roster cycle if the employee's hours have been established by a roster.
- 10.2 Authorised overtime may be paid as agreed between the Manager and the employee, by way of:
 - 10.2.1 Payment at the rate of time and a half (T1.5) for time worked for the first 3 hours of overtime per day, and thereafter shall be paid at double time (T 2); or
 - 10.2.2 Time off in lieu at the rate of time and a half for every hour worked (T1.5) for the first 3 hours of overtime per day, and shall be paid at double time (T 2) thereafter at double time (T2).

11. Uniforms

- 11.1 All permanent employees (including part time) at commencement of employment shall be provided with a new uniform. Additional replacement apparel will also be new.
- 11.2 Casual employees may be provided with used uniforms, in good condition, where appropriate uniforms are available.
- 11.3 For regular on-going tutored activities, not otherwise covered by the uniform provisions of this agreement, the uniform required will be specified by the Manager. Permanent employees shall be supplied with an activity uniform or a voucher, up to a maximum of \$100.00, to be redeemed from a preferred supplier for appropriate clothing.
- 11.4 All uniforms must be returned, regardless of their condition, upon termination of employment or at replacement.
- 11.5 It is the employee's responsibility to hold and maintain the uniform in a clean and neat condition at all times. Misused and/or misappropriated uniforms through lack of reasonable

care could result in the recovery of associated costs from the employee and/or disciplinary action in accordance with Auckland Council's policies and procedures.

Footwear

- 11.6 Employees shall be supplied with a purchase order, or, with Management approval be reimbursed up to the maximum specified in the following table, for the purchase of suitable footwear.

Footwear	24 hours & over per week	10 hours to 23 Hours
All Pool, Leisure and ECE staff	Max \$160	Max \$80

- 11.7 The Manager may specify which shoe type is appropriate for which work situation and may require that the shoe be purchased from a preferred supplier.
- 11.8 Employees may use the shoes provided for work purposes only.
- 11.9 It is the employee's responsibility to maintain a reasonable standard of wear and tear of footwear. Misused and/or misappropriated footwear through lack of reasonable care could result in the recovery of associated costs from the employee and/or disciplinary action in accordance with the Auckland Council's policies and procedures.
- 11.10 An employee who leaves Auckland Council within 3 months of being issued a new pair of shoes will have deducted from their final pay 50% of the full cost of the shoes.

Protective Clothing

- 11.11 Sunhats shall be provided as part of the uniform provision to employees working outdoors and they must be worn when supervising in the outdoor environment. Sunhats are for personal use only and not to be shared at any time.
- 11.12 Sunblock cream shall be made available to those employees working in the outdoor environment.

Sunglasses

- 11.13 Sunglasses are required to be worn by outdoor staff and must screen out UV light and remove and reduce glare. Sunglasses are compulsory when supervising an activity outdoors.
- 11.14 Employees may choose to wear their own sunglasses however Auckland Council shall have the responsibility to make suitable sunglasses available as required.

Presentation guidelines

- 11.15 Employees are expected to dress and present themselves appropriately in accordance with any guidelines advised to the Employees from time to time. In particular, where a uniform is provided by Auckland Council, employees will make use of the uniform in its entirety and ensure that it is maintained to a neat, clean and respectable standard.

12. Continuity of Service

- 12.1 Previous service with the Legacy Council/CCO shall count as service toward this agreement provided such service was continuous and the employee transferred from the Legacy Council/CCO to Auckland Council at its time of formation.
- 12.2 Continuous service means service with the employer not broken for a period of more than 3 months. However, where full redundancy compensation has been paid by Auckland Council or the previous Legacy Council/CCO, the service upon which it was based shall not count toward any subsequent redundancy compensation calculation/entitlement.
- 12.3 Fixed term employees are excluded from clauses 12.1 and 12.2 other than if a fixed term employment agreement has (or successive agreement have) continuously followed a period of permanent employment for the relevant employee. Except where redundancy compensation has been paid under Clause 12.2.
- 12.4 Eligibility for fixed term employees in Clause 12.3 above, 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 of less, but they have worked continuously (as referred to in 12.3 above) or in relation to a single fixed term agreement) for Council for more than three months.
- 12.5 Employees may apply for LWOP and if granted, service will be deemed to be continuous less the period of absence. Parental Leave shall not be considered LWOP for the purpose of this clause and be deemed to be continuous unbroken service.

13. Accommodation and Amenities

General

- 13.1 Auckland Council shall provide:
- lockers or other suitable accommodation where employees may keep, or dry, their clothes;
 - good ventilation and proper sanitary arrangements, including facilities for the disposal of sanitary towels;
 - a place for employees to have their meals with a sufficient supply of boiling water for meal times and for washing at the cessation of duties.
 - Tea, coffee, sugar, milk, milo, purified water.
 - Soap and clean hand towels, and cold and hot running water for basins together with an adequate supply of hot water for showers.
- 13.2 Employees shall make proper use of rubbish receptacles provided and ensure that the premises of the employer are not rendered untidy by the indiscriminate leaving or casting of clothing, food and/or litter.

First Aid

- 13.3 An adequate first aid emergency kit shall be kept in a convenient and accessible place at every work site. Such emergency kits shall be inspected and replenished on a regular basis, or as and when required.
- 13.4 Provision shall be made for a supply of hot water for first aid purposes at all permanent work locations

14. General Provisions

Washing and Changing

- 14.1 Employees shall be allowed five minutes for washing and cleaning themselves before ceasing work at recognised meal times and before ceasing work at the end of the day.

15. Learning and Development support

- 15.1 Refer to the Auckland Council guidelines.
- 15.2 The parties acknowledge that as part of any financial costs incurred at by Auckland Council in providing learning or development support to an Employee, the Employee may be required to enter into an agreement with Auckland Council in which the Employee undertakes to repay any such financial costs if he or she resigns from Auckland Council within 9 months after the individual completes the particular training or education opportunity. If the Employee leaves within three months of having completed the training, he or she will be required to repay 100% of the costs; whereas if the Employee leaves between 3-9 months of having completed the training, he or she will be required to repay 50% of the costs.

16. Part -Time Employees

- 16.1 Part- time employees are employees whose ordinary hours of work are less than 40 hours per week on average (except where Auckland Council and the employee have agreed otherwise pursuant to clause 9.1).
- 16.2 Part-time employees are entitled to the provision of this agreement on a pro-rata basis (except where stated).
- 16.3 Part-time employees will be entitled to overtime payment for hours worked in excess of 8 hours (or 10 hours, as the case may be) per day or 40 hours in any one week or unless otherwise agreed.

17. Fixed term Employees

- 17.1 A fixed term employee is a person employed for an agreed fixed term. Fixed Term employees will be given one month's notice of term extension or termination.
- 17.2 All fixed term assignments will be in accordance with the Employment Relations Act 2000
- 17.3 Fixed term employees shall not be used to displace permanent employees.
- 17.4 An employee's period of fixed term employment will form part of his/her service with Auckland Council if he/she is made permanent within 3 months after the termination of a fixed term engagement.

18. Casual Employees

- 18.1 A casual employee is an employee employed to work on an irregular and intermittent basis to meet the operational needs of Auckland Council. This may occur in the following situations:

- Relief of full-time or part-time employee who are on leave
 - To supplement full time and part time employees during peak hours and/or seasonal peaks
 - During emergencies.
- 18.2 Casual employees normally work without a pattern of regular rosters. Auckland Council has no obligation to offer work to a casual employee and equally a casual employee has the right to refuse an assignment.
- 18.3 Casual employees who have worked regularly on a weekly basis and/or are permanently rostered for 2 months or more will have their employment status reviewed to confirm if their casual status is appropriate and, if not, they may be offered a permanent position.
- 18.4 Casual employees will have the same entitlements regarding pay increments as permanent employees.

19. Health, Safety and Wellbeing

- 19.1 Auckland Council, employees and the PSA and NZEI are committed to the health and safety 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.
- 19.2 Auckland Council, employees and the PSA and NZEI will work co-operatively to build a healthy and safe working environment. Auckland Council will involve employees in the on-going development of health and safety systems and emergency procedures. Employees will actively participate in the development of these systems and processes.
- 19.3 Auckland Council recognises that to give effect to this, effective Health and Safety Committees are the appropriate means for providing consultative mechanisms on health and safety issues in the work place. An overall Health and Safety Group should also be established.

Council's Obligations

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

Employees' Obligations:

- 19.5 Employees must:
- 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;
 - Work co-operatively with Auckland Council in addressing health and safety issues;
 - Be aware of and to follow the emergency procedures;
 - Follow Auckland Council's health and safety policies and procedures
 - Immediately report any hazard or accident (whether it results in an injury or not);
 - Comply with the condition of employment to use safety equipment; and
 - Wear clothing required by Auckland Council, and that safe working practices are observed at all times.

20. Sick and Domestic Leave

- 21.1 An employee's anniversary of start date will be used for the purposes of calculation of an employee's sick leave entitlement.

Sick Leave Provisions

- 21.2 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.

- 21.3 Sick leave may be taken when:

- 21.3.1 The employee is sick or injured; or
- 21.3.2 The partner of the employee is sick or injured; or
- 21.3.3 A person who depends on the employee for care is sick or injured.
- 21.3.4 In accordance with Our Charter principle – We look after our safety and wellbeing.

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

- 21.5 Fixed term employees will receive ten (10) days sick leave entitlement after three months' employment.

- 21.6 Casual employees will be entitled to five days' sick leave entitlement in each 12 month period.

- 21.7 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, Auckland 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.

- 21.8 Sick leave shall be regarded as cumulative over the period of the employee's continuous employment with Auckland Council. Sick leave taken shall be paid as per the Holidays Act.

- 21.9 The employee must inform his/her manager as soon as practical if the employee needs to take sick leave.

- 21.10 Where sickness is three [3] or more consecutive working days, the manager/ team leader may require the employee to provide a medical certificate.

- 21.11 The manager/team leader may also require an employee to provide a medical certificate where there are reasonable grounds to believe the sick leave is not genuine. In such cases, Auckland Council agrees to meet the employee's reasonable expenses in obtaining such a certificate.

- 21.12 Sick leave must be recorded on the employee's time sheet.

Medical Assessment/Examination

- 21.13 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 and/or alternative work arrangements.

Sick Leave and other leave

- 21.14 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

- 21.15 This sub-clause 21.15 applies in the event an employee suffers a work-related accident, and is contingent on the employee applying to WellNZ for earnings related compensation as soon as practicable. In the first week after any work related accident, Auckland Council will pay 100% of earnings lost by the employee. In the following three weeks, Auckland Council will top up the employee's WellNZ payments to ensure that the employee receives 100% of his/her ordinary salary or wages. Thereafter, WellNZ pays 80% of lost earnings and employees will be allowed to top up payments from WellNZ by using their sick leave entitlement.
- 21.16 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 payments from ACC by using sick leave entitlement.

22 Bereavement/Tangihanga Leave

- 22.1 Time taken to recover from the death of a close relative or friend will be managed under the provisions of Bereavement /Tangihanga Leave.
- 22.2 Auckland Council will support reasonable bereavement/tangihanga leave on pay for an employee to discharge an obligation and/or pay respects to a deceased person with whom the Employee has had a close association.
- 22.3 Such obligations may exist because of blood or family ties or because of particular cultural requirements. These may include attendance at all or part of a Tangihanga or its equivalent and associated unveilings. The length of time off shall be at the discretion of Auckland Council in accordance with the following criteria.
- 22.4 In granting time off and for how long, the employer will take into account the following:
- 22.4.1 The closeness of the association between the employee and the deceased (this association need not be a blood relationship).
 - 22.4.2 Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
 - 22.4.3 The amount of time needed to discharge properly any responsibilities or obligations, including the amount of travelling time involved. (For cases involving overseas travel, the full period of travelling time involved may not be paid for).
 - 22.4.4 Total paid or unpaid leave relating to Tangihanga | Bereavement leave the employee has had during the past 12 months.
 - 22.4.5 Notwithstanding the above, up to 5 days will be granted for immediate family as defined under the Holidays Act 2003.
- 22.5 Where paid leave is not considered appropriate, annual leave may be granted or leave without pay as a last resort.
- 22.6 Where a request for time off has been made a decision will be made as soon as possible in order that the employee is given the maximum time to make any arrangements necessary.
- 22.7 Bereavement/Tangihanga leave may be reviewed if Auckland Council considers the amount of leave taken to be unreasonably high over the preceding 12 months. This review will not be carried out at a time which may delay the approval of requested leave.

23. Cessation of Employment on Medical Grounds

- 22.8 In circumstances where an employee is suffering a medical condition, or following an accident, which incapacitates them from undertaking meaningful and continued employment with Auckland Council, the CEO or nominated representative may approve cessation of employment on medical grounds. In such a situation three months' notice of cessation of employment will be given.
- 22.9 Auckland Council may approve up to three months' pay in lieu of notice period. This will be in addition to any other entitlement normally accorded on resignation.

24. Payment of Salaries/Wages

- 24.1 All salaries/wages shall be paid fortnightly by lodgement at a bank to the credit of an account standing in the name of the employee. The two weeks' salary/wages shall be paid in arrears.
- 24.2 For the purpose of calculating the amount payable weekly in respect of annual salaries, the amount of annual salary shall be divided by 52, or in the case of fortnightly payment, divided by 26.
- 24.3 All employees shall be provided with an electronic pay slip showing full details of their earnings and leave entitlements for each pay period and any deductions there from.
- 24.4 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.
- 24.5 When an employee is dismissed, they shall be paid as part of the normal pay cycle all monies due to them at the time of dismissal, less any monies the employee has agreed may be deducted from the employee's salary pursuant to this clause 24.
- 24.6 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 the Wages Protection Act 1983.
- 24.7 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 24.7 will apply. Council will provide the employee with reasonable notice prior to exercising its discretion in clause 24.7.
- 24.8 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.

When Council may make deductions from payments to an employee	
When Council has no discretion about any element of the deduction	<ul style="list-style-type: none">• To satisfy taxation requirements or to comply with and any other legislative obligations• For any employee contribution to a recognised Superannuation Scheme

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"> • 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 • Where the employee has wrongfully retained property (at the value of the item concerned) • Where the employee is overpaid or has received a payment (including payments mistakenly made as salary or allowances) they were not entitled to • Where the employee has been mistakenly paid in circumstances involving unauthorised absences or periods of unpaid leave • Union fees • Council recognised services, e.g. social club fees • Other individual arrangements between Council and employees
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25. Expenses

- 25.1 With the pre-approval of the employee's manager and on production of proof of expenditure all authorised out-of-pocket expenses incurred by any employee in the execution of his or her duties shall be reimbursed by Auckland Council.

26. Meal Breaks/Rest Breaks

- 26.1 Meal Breaks and rest periods are to be taken at suitable times agreed between the Employee and his or her manager, taking into account the requirements of the Employee's role and the business generally.
- 26.2 No Employee shall be continuously employed for a period of more than four and a half hours without a meal break.
- 26.3 An unpaid meal interval of not less than one half-hour's duration shall be allowed each day after 4½ hours work.
- 26.4 Employees will be entitled each day to a 10 minute paid tea break after 2 hours work and a further 10 minute paid tea break after 6 hours work taking into consideration location of lunch room facilities. Specific centres may have or adopt a paid tea break entitlement that is greater than 10 minutes, subject at all times to ensuring that normal business operations are appropriately maintained.

27. Meal Allowance

- 27.1 If an employee completes 10 or more hours of continuous work which includes a minimum of 2 hours authorised overtime, the employee shall be paid a meal allowance of \$13.00.
- 27.2 If an employee is working for the sixth or seventh day of the week and is being paid overtime, a meal allowance of \$13.00 shall be paid after each four hours worked.

28. Variation of/Higher Grade Duties

- 28.1 A payment of a Higher Duties Allowance will be paid if a Manager requests and an employee agrees to carry out higher duties where the employee takes over full or partial responsibility of at least 50% of a higher banded position for a period of five (5) consecutive work days or

more.

- 28.2 Payment for the period will be at the higher rate appropriate for the role or responsibilities undertaken.
- 28.3 No reduction in rate shall be made for an employee required to carry out duties for which a lower rate is prescribed.

29. Subscriptions and Practising Certificates

- 29.1 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 as an Employee of the Employer, Auckland Council shall refund to the Employee or cover the cost of any such practising certificate, fee or subscription upon production of the required receipt.

30. Indemnification of Employees

- 30.1 Auckland Council shall keep each and every employee indemnified from and against all actions, claim, 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.
- 30.2 A Manager, on the recommendation of the Officer responsible for Insurance, shall reimburse an employee for damage to personal property which arises as a result of the employee's employment with the employer. Reimbursement shall not be available where damage is due to the employee's own negligence, theft or car park damage.

31. Job Sharing

- 31.1 Job sharing may be undertaken by mutual agreement between the Manager and the employees concerned.

32. Equity & EEO

- 32.1 The parties are committed to an equal employment opportunity policy and Auckland Council shall ensure that appointments and employment practices are in accordance with this policy.

33. Vacancies

- 33.1 Vacant positions shall be advertised internally and externally as required, and employees applying for such a position shall be granted an interview as of right, provided that the Manager is satisfied that the employee substantially meets the stated requirements of the post.
- 33.2 Where an employee has been interviewed and is unsuccessful in his or her application for a position, they shall be informed of the decision not to appoint him or her by means of a Feedback Interview with the Manager responsible for making the appointment. The Feedback Interview shall take place within one working day of the provisional appointee indicating his or her intention to accept the appointment.

34. Public Holidays

- 34.1 The following shall be paid holidays and shall not be considered as part of the annual leave:
- New Year's Day and the day following,
 - The birthday of the reigning Sovereign,
 - Labour Day,
 - Christmas Day,
 - Boxing Day,
 - Waitangi Day,
 - Good Friday Easter Monday,
 - ANZAC Day,
 - Auckland Anniversary Day
 - Matariki
- 34.2 Where any of these holidays fall on days that would otherwise be an ordinary working day for the employee they will be paid in accordance with the Holidays Act 2003.
- 34.3 In the event of the following public holidays falling on a Saturday or Sunday such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday such other holiday shall be observed on the succeeding Tuesday:
- New Year's Day (1 January)
 - The day after New Year's Day (2 January)
 - Waitangi Day (6 February)
 - ANZAC Day (25 April)
 - Christmas Day (25 December), and
 - Boxing Day (26 December).
- 34.4 Auckland Council shall pay salaries/wages for the holidays in sub-clause 34.1 in accordance with the provisions contained in sub-clause 34.2 to all permanent and fixed term employees of Auckland Council in coverage of this agreement, who have been employed by Auckland Council at any time during the fortnight ending on the day on which the holiday occurs.
- 34.5 Time worked on any of the above-mentioned holidays shall be paid at double time.
- 34.6 In addition to payments arising from sub-clause 34.5 employees who work on public holidays shall also be entitled to an Alternative Day to be taken at a later date. Pay for this day will be in accordance with the Holidays Act 2003.
- 34.7 For some employees Saturday and/or Sunday are ordinary working days. For these employees, when a Public Holiday falls on a Saturday or a Sunday, the following will apply:
- 34.7.1 If the employee works on the Public Holiday or a transferred public holiday as per sub-clause 34.3, sub-clauses 34.2, 34.4, 34.5 and 34.6 shall apply.
- 34.7.2 If the employee does not work on the Public Holiday then the Employee shall be paid for the holiday in accordance with the provisions of sub-clauses 34.2 and 34.4.
- Rostered Day Off**
- 34.8 Employees will be entitled to an Alternative Day in the situation where a rostered day off falls on a Public Holiday. Public Holidays are those days as listed in sub-clause 34.1. Such Alternative Days may be taken at a time agreed with the Manager. If no agreement can be reached the employee is entitled to give 14 days' notice.

35. Annual and Service Holidays

- 35.1 Except as otherwise provided in sub-clause 35.7 of this agreement every employee shall, at the end of each year of employment, become entitled to an annual holiday of four weeks in accordance with the Holidays Act 2003. Wherever possible employees will give at least 2 weeks' notice when applying for annual leave and otherwise discuss their need for leave for the manager as soon as possible.
- 35.2 Payment for annual leave will be made pursuant to the provisions of the Holidays Act 2003 and will be paid in the pay period that relates to the period during which the holiday is taken.
- 35.3 An employee's entitlement to annual leave shall be taken within 12 months of the date that it falls due except where other written mutual arrangements are made between the parties. ~~With consent of the manager, annual leave may be accumulated for a maximum 24 month~~ entitlement.
- 35.4 Direct crediting of remuneration will apply in respect of payment of holiday pay.
- 35.5 An employee may vary the method of payment of holiday pay by agreement with the employee's Manager.
- 35.6 At the completion of five (5) years of continuous service the employee shall commence accruing at the rate of five weeks annual leave at the completion of each year of employment thereafter. This entitlement is inclusive of and not additional to the provisions of the Holidays Act 2003.

Flexible Annual Leave

- 35.7 The purpose of annual leave is for rest and recreation to promote health and well-being. However, Auckland Council recognises that for different reasons employees may wish to purchase leave, additional to their entitlement for the purposes of having longer periods of leave for a particular/specific reason as agreed between the employee and the manager. In addition it may be that employees who have excess leave may wish to sell these existing provisions in exchange for their cash value (either the 5th week of contractual annual leave or one week of statutory leave in the last entitlement year, in accordance with the Holidays Act).
- 35.8 It must be noted that these provisions are not incentives for employees to opt out of taking annual leave regularly, and the four weeks of annual leave entitlement per annum (as per the Holidays Act) are to be taken each year as they occur.
- 35.9 Managers have the responsibility to manage annual leave and should be working with employees on annual leave plans.

Cashing out Leave

- 35.10 Employees have the opportunity to sell outstanding annual leave (over and above the statutory minimum four weeks per annum) back to Auckland Council.
- 35.11 This provision is in excess of the Holidays Act 2003, and its amendments which allows for four weeks annual leave per annum. Employees are permitted to sell that leave per annum that is in excess of the four weeks under law. Employees should be able to sell leave at the rate of 5 days minimum on each occasion.

Buyable Leave

- 35.12 Employees shall have an annual leave entitlement as detailed in sub-clause 35.1. From time to time additional annual leave may be required for the purpose of attending to family commitments, attendance at courses (non-work related) or on any occasion employees may

require additional leave. Employees shall have the opportunity to purchase a minimum of one (1) week and up to a maximum of two (2) additional weeks leave per annum.

- 35.13 The decision to grant buyable leave lies within the team and with the Section Manager. If business requirements cannot be met then buyable leave may be declined.
- 35.14 Over a period of time, employees can buy leave at the rate of one week's leave at the rate of one week's base salary.
- 35.14.1 Monies will be deducted (with written consent) from pay on a fortnightly basis over the specified period of time as agreed between the employee and their Manager.
- 35.14.2 The leave must be taken within 15 months of being paid for.
- 35.14.3 The leave must be taken in no less than five (5) days at any one time rather than a day here and there.
- 35.14.4 Extra leave purchased shall be paid at the ordinary base rate.
- 35.14.5 Auckland Council would require the written consent of the employee as per the Wages Protection Act.
- 35.15 Employees shall apply for buyable leave in writing to their Manager, outlining all the details. If agreed the request will be forwarded to payroll with a copy to Human Resources.

Long Service Leave

- 35.16 Except where an employee is entitled to Long Service Leave under Appendix H, employees will be allowed long service leave, in accordance with the following provisions.
- 35.16.1 One special holiday of two weeks after completion of 15 years and before the completion of 25 years of continuous service with Auckland Council.
- 35.16.2 One special holiday of three weeks after completion of 25 years and before the completion of 35 years of continuous service with Auckland Council.
- 35.16.3 One special holiday of five weeks after the completion of 35 years continuous service with Auckland Council.
- 35.17 All long service leave provided for above shall be on ordinary weekly pay as defined by the Holidays Act 2003 and may be taken in one unbroken period. Leave is to be taken at such a time or times as may be agreed between the unit/section manager and employee concerned. Long service leave must be taken within the entitlement periods stated provided that in the event of it not being taken, payment in lieu of leave shall be made at the end of the entitlement period.
- 35.18 Employees who have been entitled to long service leave and terminate their employment before such leave has been taken, shall be paid in lieu thereof. In the event of the death of the employee, the same provisions as for annual leave shall apply.
- 35.19 Employees, who are dismissed from the Council, shall forfeit this leave.
- 35.20 Long Service leave may not be sold as Saleable Leave.

Closure of Business

- 35.21 Where the Employer determines that staff will not be required to work due to closure or part closure of business on the three days between Christmas and New Year, 28 days' notice will be given of the need to take paid or unpaid leave. In some cases, secondment to another area may be possible but will only occur where practicable.
- 35.22 Rosters for Christmas Day to after New Year will be confirmed to staff required to work not less than 28 days prior to Christmas. Prior to this, volunteers will be sought in the first instance.

35.23 Employees required working on the three working days between Christmas and New Year shall be given a minimum of four weeks' notice by the Manager concerned.

35.24 For all Employees coming within the provisions of this sub- clause the next year of employment for the purposes of annual holiday, shall be deemed to commence from the date which Auckland Council's premises are closed or work discontinued.

Birthday Leave and Community Day

35.25 Employees who do not have any entitlement to birthday leave as set out in Appendix H will be allowed one Community Day each year to undertake volunteer work in the community. Community Days will be taken in accordance with Auckland Council's policy.

36. Paid Parental Leave

36.1 Employees are entitled to Parental Leave in accordance with the Parental Leave and Employment Protection Act 1987 (Act) and Auckland Council's Parental Leave Policy (Policy).

36.2 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.

36.3 In addition to the Parental Leave and Employment Protection Act 1987, Council will continue to pay the employee's salary for 14 weeks minus the parental leave payment made by Inland Revenue/Te Taari Take, for those employees entitled to paid parental leave under the Act.

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

37. Manager Approved Leave

37.1 Discretionary Leave with or without pay may be granted by the Head of Active Recreation at their discretion on application by any employee. Each application will be considered on its merits.

38. Jury Service Leave

38.1 Where an employee is required to attend jury service or is subpoenaed to appear before the court as a witness, the employee's manager shall be provided with a copy of the notification as soon as possible prior to attendance.

38.2 The employee's salary/wage shall continue to be paid provided that:

38.2.1 any related fees received are paid to Auckland Council after the deduction of travelling expenses; and

38.2.2 the employee returns to work immediately on any day he or she is not actually serving on a jury or is required as a witness.

38.3 Where any of the above fees are not paid to Auckland Council within four weeks after the last day of jury service, Auckland Council shall have the right to deduct the outstanding amount from the Employee's salary/wage. Auckland Council shall give the employee at least two weeks prior written notice of any deduction.

39. Travel

39.1 If an employee is required by Auckland Council to work or attend compulsory training which

takes place:

39.2.1 at their ordinary place of employment and;

39.2.2 on what would otherwise be a non-working day for that employee,

Auckland Council shall pay that employee for one additional hour as compensation for travel

39.2 If an employee is required by Auckland 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 home and work is greater than that which is incurred when working at the ordinary place of employment, Auckland Council shall reimburse for such extra expense. If an employee requests a shift outside of the at the ordinary place of employment (e.g. through shift bidding), Auckland Council will not reimburse the extra expense.

39.3 Where an Employee is required to:

39.3.1 travel direct from home to a job outside their normal place of work during normal hours of work and uses their own vehicle; or

39.3.2 is required and authorised to use their own vehicle in the course of a working day,

the employee shall be paid a vehicle allowance in accordance with the IRD's printed rate(s). Where it is necessary for an employee to use public transport, the cost of this shall be reimbursed.

39.4 The provision of this clause shall have no application where the employee is being conveyed in the employer's time or where an employee is transferred from his/her residence by transport provided by the employer at or after his/her normal departure time to be taken directly to a job.

39.5 If an employee is using their car for work purposes and is authorised to do so, Auckland Council will meet any non-recoverable insurance related costs incurred in the event of theft or an accident where the employee is not at fault or under the influence of alcohol or drugs.

40. Transfer

Temporary Transfer to Other Duties or Work Sites

40.1 In order to allow flexibility in the workplace, and having regard for the special requirements and conditions of Auckland Council, it is recognised by the parties that Auckland Council may, where an employee is unable to perform his or her duties, on a temporary basis not exceeding six months instruct the employee to perform other duties.

Permanent Transfer to Another Work Location

40.2 Should a Manager wish to permanently transfer an employee to another work location he or she shall consult with the employee. Such consultation shall give due consideration to all attendant circumstances. When a permanent transfer is to take place Auckland Council shall pay compensation to the employee concerned at the following rates (gross figures):

Additional Distance required to travel from home to new work location (one way – note that the distance will be calculated based on the shortest travelling distance from the old location to the nearest point of the new location).

Less than 2 km	No compensation
Over 2 km and up to 5 km	\$600
Over 5 km and up to 7.5 km	\$750.00
Over 7.5 km and up to 10 km	\$900.00

Over 10 km

\$1,000.00

- 40.3 The compensation set out in sub-clause 40.2 is a once-only payment in respect of each permanent transfer.
- 40.4 No compensation shall be payable where it has been agreed between the parties upon the employee's appointment to the position, that Auckland Council reserves the right to transfer the employee between work locations.
- 40.5 The compensation set out in Clause 40.2 shall be in addition to any other compensation agreed between the employee and the Manager.

41 Other Employment

- 41.1 No employee to whom these conditions apply shall engage in any employment, other business activities or dealings which would create a conflict of interest which might interfere with the proper performance of an employee's duties and responsibilities to Auckland Council or otherwise undermine the best interests of Auckland Council. This may relate to—
 - 41.1.1 protecting commercially sensitive information; or
 - 41.1.2 protecting Council's intellectual property rights; or
 - 41.1.3 protecting Council's commercial reputation; or
 - 41.1.4 preventing a real conflict of interest that cannot be managed without including a secondary employment provision.

42. Termination of Employment

- 42.1 Both the employee and Auckland Council are encouraged to give adequate notice of resignation or termination of employment, in order to facilitate proper exiting procedures as well as hand over work in progress and transfer knowledge.
- 42.2 With the exception of casuals or in situations involving dismissal for Serious Misconduct, Auckland Council and employees covered by this agreement shall give a minimum of four weeks (28 days) notice of dismissal or resignation (as appropriate) A lesser period of notice may be agreed between the employee and Auckland Council.
- 42.3 In the event an employee, pursuant to clause 42.2, has been given notice of dismissal or given notice of resignation, Auckland Council may choose not to require the employee to work out the notice and it may make a payment in lieu of some or all of the notice period.
- 42.4 In the event of substantiated serious misconduct, Auckland Council may summarily dismiss the employee without giving notice and in such case will not be required to pay earnings in lieu of any notice period.

43. Abandonment of Employment

- 43.1 An employee who is absent from work for a continuous period exceeding three working days where:
 - 43.1.1 the employee has not obtained the consent of Auckland Council to the absence; or
 - 43.1.2 the employee has not notified Auckland Council of the absenceshall be deemed to have terminated his or her employment.

- 43.2 Notwithstanding the provisions of Clause 43.1.2, where an employee is unable through no fault of his or her own to notify Auckland Council, the employee shall not be deemed to have abandoned his or her employment, provided proof of such inability is provided to Auckland Council as soon as possible.

44. Redundancy

- 44.1 This clause shall apply to all permanent employees.
- 44.2 The parties to this agreement recognise the serious consequences that the loss of permanent employment can have on individual employees and propose to minimise this as far as possible by relocation, retraining and redeployment. The parties agree that it is preferable that employees be encouraged to remain in full-time employment.
- 44.3 The parties agree that wherever possible voluntary redundancy shall be preferable to compulsory redundancy.
- 44.4 Compensation in the event of redundancy should be fair and recognise the loss of earnings, effects on the person and changes in career path and relationships.

Notice Provisions

- 44.5 The employer shall advise of any potential redundancy situation not less than one month prior to issuing notice of termination to any employees. This advice shall be in writing to any potentially affected employees and all Unions with an interest in the work covered by those employees. It shall include the reasons why redundancy might occur and all other relevant details.
- 44.6 There will be an opportunity to discuss the initial advice given as per clause 44.5.1 so there is clarity about why the redundancy situation exists, what opportunities and obligations exist for both employees and the employer and so that the process is understood. Only after discussions have taken place will one month's formal notice be given to employees whose positions are being made redundant.
- 44.7 An employee, who finds an alternative position outside Auckland Council within the notice period, may terminate his or her employment prior to the expiry of the notice period without forfeiting his or her entitlement to redundancy compensation. Auckland Council's consent in such a situation shall not be unreasonably withheld.

Selection Criteria and Process

- 44.8 In the first instance, volunteers will be called for from the group of affected employees.
- 44.9 Auckland Council shall determine who is to be terminated following an assessment of the competencies, knowledge, and experience and work history of the employees in conjunction with an assessment of the organisations ongoing needs.

Redeployment, Retraining

- 44.10 Recognising the intention of the parties to minimise the loss of permanent employment due to redundancy, all endeavours will be made to find acceptable alternative employment with Auckland Council. Such employment shall be in a position requiring the same or similar skills, or in a position where retraining will provide the employee with the requisite skills for the position.
- 44.11 Where a redundancy situation exists no similar position with Auckland Council will be advertised either internally or externally until it has been determined that the position

cannot be filled by the redeployment of a potentially redundant employee. Auckland Council shall be under an obligation to redeploy only those employees whose skills can be matched with those required in similar vacant positions or whose skills can be adapted through retraining to match those required in similar vacant positions.

- 44.12 If there are more potentially redundant workers than there are positions Auckland Council will assess those employees who wish to be redeployed to ascertain who will fill the position.
- 44.13 Where an employee is redeployed, Auckland Council undertakes to provide appropriate training for the new position.
- 44.14 If an employee accepts redeployment to a position where the pay is at a lower level, their previous pay shall be protected for a period of six months from the date of redeployment.
- 44.15 Employees who are redeployed shall be entitled to review the suitability of the new position during the first six weeks in the position or as extended by negotiation between the employee and his/her Manager. If the new position is not satisfactory the employee may during this period apply for a further redeployment or take Voluntary Redundancy
- 44.16 Unless otherwise agreed between Auckland Council and the PSA/AWUNZ the number of redeployments shall be restricted to two.
- 44.17 Should the employee choose Voluntary Redundancy, redundancy compensation shall be paid in full without deduction for any pay received during the trial period.

Voluntary Redundancy and Selection Criteria

- 44.18 When a redundancy situation occurs, Auckland Council and the PSA/AWUNZ will discuss and agree whether it is practicable to call for voluntary redundancies. If it is agreed that voluntary redundancies should be called for, Auckland Council will consider applications for voluntary redundancy.
- 44.19 Where there are more applications than required, first consideration and acceptance shall be on the basis of last on/first off, subject to Auckland Council's need to retain necessary skills, knowledge and experience.
- 44.20 If insufficient volunteers are available Auckland Council may, at the expiration of the month's notice period, declare redundant those employees who have not been able to be redeployed, relocated or retrained. Redundancies may be on the basis of last on/first off.

Rights of Redundant Employees

- 44.21 Auckland Council shall arrange personal counselling sessions for each redundant employee immediately following the notification of redundancy to that employee, provided that the employee so wishes. Auckland Council shall also arrange assistance with resume and interview preparation, budgeting and career/retirement counselling.
- 44.22 All redundant employees shall be given the opportunity to attend interviews for alternative employment without loss of pay.
- 44.23 Auckland Council shall supply a Certificate of Service to all redundant employees and where requested a personal reference
- 44.24 All redundancy payments shall be calculated as from the date of termination.

- 44.25 Redundancy compensation shall be paid in a lump sum and shall be taxed at the appropriate rate as specified in the Income Tax Act 2007 and its amendments.
- 44.26 Employees shall receive all outstanding Annual and Long Service leave entitlements.
- 44.27 Auckland Council shall support an application to the Administrator of any applicable Superannuation Scheme for a refund to the employee of the employer contributions to the Fund. Employer contributions to the Fund shall be paid, subject to the rules of the relevant superannuation scheme, on outstanding annual leave entitlement, but not on the redundancy compensation.

Compensation in the Event of Redundancy

- 44.28 In the event of redundancy, the following compensation shall be paid:

Less than 12 months' service

- 1-3 months service: 2 weeks payment
- 4-6 months service: 4 weeks payment
- 7-9 months service: 6 weeks payment
- 10-12 months service 8 weeks payment

Eight weeks' pay for the first completed year of service with the Legacy Council or Auckland Council (including service with its former authorities/councils) and two weeks' pay for each subsequent completed year of service to a maximum of 20 years' service

A pro-rata payment will be made for any part year of service subsequent to the first completed year as follows:

- Up to 6 months - 1 week
- 6-12 months - 2 weeks

Redundancy compensation payments shall be calculated on the basis of 1/52 of the average earnings for the 12 month period immediately prior to the date of leaving the organisation.

- 44.29 Where an employee has been off work for a prolonged period of approved absence during the 12 month period prior to the redundancy notification then redundancy compensation shall be calculated on the average gross earnings for the period actually worked.
- 44.30 Where a redundancy payment has previously been paid by a Legacy Council or Auckland Council the service upon which it was based shall not count towards any redundancy compensation calculation/entitlement.
- 44.31 Where (and only where) an employee initiates a claim for voluntary redundancy and compensation, and where Auckland Council determines that the claim is arguable on the basis of the extent of change in the job, nothing in the above clauses shall preclude the offering of partial compensation.

Re-employment or Re-engagement

- 44.32 Should an employee who accepts redundancy compensation to be a successful applicant for a position with Auckland Council within twelve months of the employee's termination date, service shall be deemed to be continuous (except for subsequent redundancy) provided that no other employment was undertaken (including self-employment) during that 12 month period.

Redundancy on Sale or Transfer of Council Business/Activity

- 44.33 In considering the application of the technical redundancy clause, the following principles are to be considered:
- 44.34 Parties to this agreement wish to maximise opportunity(s) for the continued employment of staff with Auckland Council or with the new organisation.
- 44.35 Parties seek to reduce the incidence of redundancy compensation in favour of continued employment with Auckland Council or with the new organisation.
- 44.36 Parties recognise the need for staff to have access to information and knowledge of employment opportunities in respect of a new organisation, at the earliest point in time.
- 44.37 Change policies, practice and procedures will maximise opportunities for employees to meet with the new organisation, before making final decisions in respect of redundancy, redeployment or other employment with the new provider.

On sale or Transfer where Auckland Council continues to hold a significant financial interest

- 44.38 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 Auckland Council continues to hold a significant financial interest, then the employee's employment agreement shall be deemed to be terminated and the employee shall not be entitled to any compensation under this agreement or otherwise, where:
- 44.38.1 The employee is offered a same or substantially similar position within the new entity; and
- 44.38.2 The terms and conditions of employment with the new entity are the same as, or are no less favourable; and
- 44.38.3 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 Auckland Council no longer holds a significant financial interest

- 44.39 Where;
- 44.39.1 the sale or transfer of business or employer activity is made to an organisation where Auckland Council does not hold a significant financial interest, and
- 44.39.2 that sale or transfer results in the disestablishment of positions with the employer; and
- 44.39.3 there is 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:

- access to the redeployment provisions contained in this agreement; or
- redundancy compensation where redeployment is not successful or available; or
- transfer to the new business / activity provider with a lump sum payment of \$1000 (before tax) or 10 percent of redundancy compensation, whichever is the greater. Such payment will only be made once the employee has confirmed they wish to work for the new organisation or at the end of any agreed trial period.

Trial Period

- 44.40 Where there is a likelihood of staff being offered the opportunity to transfer to the new organisation Auckland Council will seek the agreement of the new organisation to allow for a three-month trial period, during which time Auckland Council will continue to underwrite the cost of redundancy compensation. In all cases the details of the trial period, or any extension to the same, must be recorded in writing and signed by the new organisation, the Employee and Auckland Council.

Parties to Discuss

- 44.41 Where terms and conditions are less advantageous for a position being offered, but the employee decides to nevertheless accept that position with the new organisation (instead of their full redundancy compensation), then compensation will be determined on a case by case basis.
- 44.42 Such compensation will be determined by a review committee comprising PSA/AWUNZ employee representative, one employer representative and one suitably qualified independent convenor jointly agreed between the Unions and Auckland Council, their decision to be based on an assessment of the quantifiable loss on earnings, the extent of change in non-financial benefits and any relativity with like situations. Before making a final decision about the quantum of any compensation, the employee, the Unions and the CEO will be consulted.

45. Vulnerable Employees

- 45.1 Additional protection is available to specific categories of employees, as defined in Employment Relations Act 2000 Schedule 1A, if, as a result of a proposed restructuring, their work is to be performed by another employer. This protection gives:
- the employees a right to elect to transfer to the other employer as employees on the same terms and conditions of employment; and
 - the employees who have transferred a right, subject to their employment agreements, to bargain for redundancy entitlements from the other employer if made redundant by the other employer for reasons relating to the transfer of the employees or to the circumstances arising from the transfer of the employees; and if redundancy entitlements cannot be agreed with the other employer, to have the redundancy entitlements determined by the Employment Relations Authority.

46. New Technology

- 46.1 When Auckland Council elects to introduce any of the following:
- technology
 - equipment
 - new method of working

which materially affect the employee's employment Auckland Council will consult before and during the process of introduction with the employees affected by the decision and with their authorised representative.

- 46.2 Introduction and use of such technology, equipment or new methods of working shall be in accordance with:
- the Department of Labour's relevant Code of Practice legislative requirements

- Auckland Council's Change Management Policies and Procedures.

47. Deduction of Employee Organisation Fees

- 47.1 Upon receipt of a written authority from the employee concerned, Auckland Council will deduct fees of the amount specified by the employee and forward the fees to the PSA or NZEI
- 47.2 Fees will be deducted and forwarded at intervals agreed between Auckland Council and the employee.

48. Stop Work Meetings

- 48.1 For each six months of this agreement term, every union member shall be entitled to attend one paid union meeting, of up to two hours duration. These stop work meetings need not be held within six months in which they accrue but may be taken at any time.
- 48.2 In order to attend such a meeting the employee or the employee's representative must apply in writing to the employee's Manager not less than 14 days prior to the meeting.
- 48.3 Where it is necessary in order to maintain essential services to the Public, Auckland Council reserves the right to withhold approval to attend any particular meeting.
- 48.4 The employee shall provide to his or her Manager satisfactory proof of attendance at the meeting.

49. Employment Relations Education Leave

- 49.1 As a minimum, leave shall be granted as per Section 7 of the Employment Relations Act 2000.

50. Union Access

- 50.1 Auckland Council will allow reasonable access to its premises by Unions that are a party to this agreement. The purpose of this access is to conduct union business including but not necessarily to:
 - negotiation for employment agreements, disputes,
 - personal grievances,
 - other issues affecting employment of staff, promotional activity and recruitment.
- 50.2 The Unions shall observe all security and Health & Safety requirements of Auckland Council.
- 50.3 The Unions will approach individuals in a reasonable manner and respect the individual's right to choice as to representation and privacy.

51. Resolving Employment Relationship Problems

- 51.1 Auckland Council is committed to developing and maintaining good working relationships with employees and their unions. There can be times however when disputes or areas of disagreement will arise in the course of the employment.
- 51.2 It is the intent of the parties to this agreement to promote harmony and co- operation between Auckland Council and employees, and to provide effective procedures for the prompt and

equitable resolution of problems which may arise from time to time between employer and any employee covered by this Agreement. 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.

51.3 In accordance with section 54(3)(a)(iii) and Part 9 of the Employment Relations Act 2000, the following procedures and services are available to Auckland Council and employees for the resolution of all employment relationship problems.

51.4 These procedures apply to the settlement of all employment relationship problems and Personal Grievance matters within Auckland Council. Any employee covered by this agreement may use these procedures.

Definitions

51.5 An employment relationship problem includes:

51.5.1 A Personal Grievance

51.5.2 A Dispute

51.5.3 Any other problem relating to or arising out of the employment relationship - such as:

- If an Employee has been unfairly treated;
- If an Employee has been disadvantaged in some way by what they see as an unreasonable action of the employer;
- If an Employee has been harassed in their employment;
- If either Party has breached obligations of good faith in their dealings;
- If it is thought that there are grounds for a personal grievance or dispute of rights;
- If there is a disagreement about the interpretation of the employment Agreement;
- If terms and conditions of the employment Agreement have been breached or compromised by the Employer or Employee;
- If there is a disagreement between the Employee and Employer for example, in respect of leave, or pay;
- If an Employee has received a warning which they think is unreasonable;
- If an Employee is dismissed from their employment, or is treated in a way they think is unreasonable or unfair.

51.5.4 An employment relationship problem does not include any problem relating to negotiating new terms and conditions of employment.

Time limit on raising personal grievance

51.6 Except in exceptional circumstances, an employee who believes he/she has a Personal Grievance must make Auckland Council aware of the grievance within 90 days of the grievance arising (or the employee becoming aware that he/she has a grievance).

What can an employee do to resolve an employment relationship problem?

51.7 Employment relationship problems should not be allowed to build up or continue. All employees of Auckland Council 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.

Resolving Employment Relationship Problems

51.8 An employment relationship problem should be raised and discussed with the employee's

manager as soon as possible.

51.9 The employee is entitled to seek advice and assistance from a Unions representative in raising and discussing the problem.

51.10 The employee, Auckland Council and the Unions will try in good faith to resolve the problem without the need for further intervention by:

51.10.1 Identifying and confirming the facts of the situation

51.10.2 Talking to each other

Mediation

51.11 If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Ministry of Business, Innovation and Employment.

51.12 All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.

51.13 Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.

51.14 Any agreed settlement of the problem signed by the mediator will be final and binding.

Employment Relations Authority

51.15 If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

51.16 **NOTE:** The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act 2000. Your Union can advise and assist you.

52. Remuneration

52.1 The parties have agreed a set of aligned pay rates and the process for progression through these pay rates. These are set out in Appendix C and D.

Signed on behalf of Auckland Council

.....
Mace Ward, General Manager Parks, Sports and Recreation

Date 23/5/2022.

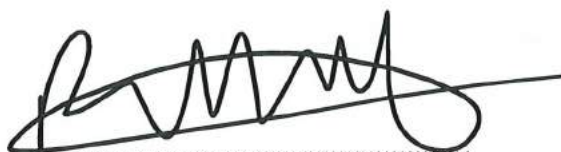
Signed on behalf of The New Zealand Public Service Association Incorporated (PSA) and NZEI.



PSA Organiser-

Date

11/5/2022



NZEI

Date 11 May 2022

Appendix A

Partnership Principles

Principles and expectations underpinning this agreement are:

- Engagement: timely and constructive participation in decision making that affect employees
- Investment in quality jobs and improvement of services
- Good Faith: genuine involvement in issues affecting the working lives of employees Respect: recognition of Auckland Council role to represent the community, the right of the Unions to independently represent the interest of members and the CEO to manage the organisation
- Meeting the objectives of the Employment Relations Act 2000 through the promotion of collective bargaining and union representation
- The parties agree that union/management level meetings will be held once a quarter

Delegates' framework principles

The active and visible promotion of the positive role of delegates

Reasonable paid time for delegates to carry out their role effectively within the workplace. This would include time to meet with members, other delegates and union officials, meeting with new and potential members in the workplace. Managers will support the release of delegates and provide cover for absent delegates where reasonable

Reasonable paid time for members to meet and discuss workplace issues over and above stop work meeting provisions.

Comprehensive training to enable delegates to carry out their role as provided for in Section 7 of the Employment Relations Act 2000.

Appendix B

Consultation Principles

The word "consultation" does not require there to be agreement.

On the other hand it clearly requires more than mere prior notification.

If there is a proposal to make a change, and such a change requires to be preceded by consultation, it must not be made until after consultation with those required to be consulted. They "must know what is proposed before they can be expected to give their views".

This does not involve a right to demand assurances but there must be sufficiently precise information given to enable the person to be consulted to state a view together with a reasonable opportunity to do. This may include an opportunity to state views in writing or orally.

The requirement for consultation is never to be treated perfunctorily or as a mere formality. The person or body to be consulted must be given a reasonably ample or sufficient opportunity to express their views or to point to problems or difficulties: "they must be free to say what they think".

Consultation must be allowed sufficient time.

Genuine effort must be made to accommodate the view of those being consulted. Consultation is to be a reality, not a charade.

Consultation does not necessarily involve negotiation towards an agreement although this can follow as tendency in consultation is to seek at least consensus.

Consulting involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses, and then deciding what will be done.

The party obliged to consult, while quite entitled to have a working plan already in mind, must keep its mind open and be ready to change and even start afresh.

There are no universal requirements as to form or as to duration of consultation. Consultation cannot be equated with negotiation in the sense of a process which has, as its subject, arriving at agreement.

APPENDIX D: ECE REMUNERATION FRAMEWORK

Alternate Duties (childcare only)

An employee may be required from time to time to undertake such other duties as may be required for the effective and efficient running of the Centre.

An employee may be requested to work in another Auckland Council Childcare Centre on a day to day relieving basis. Prior to any such request the employer will consult with the employee. Agreement by the employee will not be unreasonably withheld.

Where an employee is asked to relieve in another Auckland Council Childcare Centre their rate of pay will remain the same unless they are:

- relieving in the capacity of "Person in Charge" - see details below under Person- In-Charge Allowance (childcare centres).
- performing higher duties where Clause 28 is applicable.

Clauses 39 and 40 will apply to situations where an employee is required to work at a different location either on a temporary or permanent basis. Extra time incurred outside of the employee's ordinary working and travel hours will be compensated by way of an agreed arrangement between the Head Teacher and the employee.

Training and Development

Childcare workers will also be eligible for funding from the ECE training fund for which it is agreed that \$12,000 will be allocated to for the term of this agreement.

Allocation of funding from this provision is subject to employees completing Auckland Council's Financial Assistance Agreement and adhering to Auckland Council's policy on training support for ECE training. This allocation will be managed by the ECE Governance Group

Employees undertaking practicum as a requirement of their qualification will be paid their normal rates of pay that they would receive in their regular role, up to a maximum of 6 weeks per year and will be required to sign an Auckland Council's Financial Assistance Agreement.

Employees who have signed the Financial Assistance Agreement will be required to adhere to repayment costs as outlined in the Financial Assistance Agreement.

Both parties will actively encourage employees to obtain appropriate qualifications.

Remuneration Framework

The Certified Teachers pay scale will be broken into 5 steps which an employee can progress through on an annual basis and based on the number of years of experience held as a Certified Teacher.

The rates below are based on funding available from the Ministry of Education. In the event that funding is withdrawn or there is a material change to Council's financial position, the parties may undertake a review, in good faith, how that may impact the pay scale.

1	2	3	4	5
\$26.94	\$27.88	\$28.52	\$29.37	\$29.71

- The pay scale will be reviewed annually.
- A negotiated increase will be annually applied only where an employee is at the top of the step scale and does not get a 'progression step'.
- At commencement of employment, or on appointment to a new role, a member's salary will be placed in the relevant category.
- If an un-certified teacher elects to begin training, their rate will not decrease.
- If a previously certified teacher did not keep up with certification, while the rate will not decrease, they will not be eligible for an increase.
- In addition, remuneration increases above will occur in the following way:
 - **Uncertified Teacher** – will receive an annual increase in line with the Living Wage increase.
 - Certified Teacher** – movement through the Certified Teacher steps will occur on the service anniversary date of a teacher, each year provided a teacher has met their Professional Growth Cycle requirements.

Throughout the annual cycle teachers will have on going catch ups and discussions with their head teacher/manger. In addition, there will also be 4 formal meetings every 3 months to assess and provide feedback to teachers of their progress towards their enquiry goal for that year as per the Kauri Kids Professional Growth Cycle

The initial rating will be determined by Head Teacher of the facility.

Teachers will have the right of appeal if they disagree with their rating.

The Head Teacher pay scale

	Centre Roll		
	0-25	25-50	50-100
Staffing responsibility			
0-3	\$75, 423	\$77, 924	\$81, 976
4-6	\$77, 924	\$81, 976	\$88, 785
7-10	\$81, 976	\$88, 785	\$95, 741
11-15	\$88, 785	\$95, 741	\$95, 741

- The pay scale for Head Teachers will be reviewed and negotiated annually. The review will take into account occupancy and staffing responsibility in accordance with the provisions below ('Operation of the salary scale for Head Teachers').
 - Operation of the salary scale for Head Teachers

The following shall apply:

Daily Maximum Centre Roll: The centre roll is determined by the actual number of children enrolled (per day) in a centre as at 30 June each year. Should the roll increase or decrease by 20% or more at 1 June in any subsequent year an affected employee or employer can request that a salary review be undertaken.

The member and the employer may be represented at such review. If there is no agreement on a revised salary the appropriate rate set out in Appendix 1 shall apply on the following 1

December.

Staffing Responsibility: Staffing responsibility shall be determined as the number of permanent full-time employees, including the full-time equivalent (FTE) hours of part-time, part-year employees and job share positions. Should a teachers' staff responsibility increase or decrease at 1 June in any subsequent year an affected employee or employer can request that a salary review be undertaken. The member and the employer may be represented at such review. If there is no agreement on revised salary the appropriate rate set out in Appendix D shall apply six months after the increase or decrease in staffing FTE numbers.

- At commencement of employment, or on appointment to a new role a member's salary will be placed on the relevant step in the above scale. The salary will be set at Council's discretion taking into account the staffing responsibility and centre roll size.
- In addition it is expected that Head Teachers continue to meet their Professional Growth Cycle requirements. Although managed separate to the remuneration framework, achievement of the following KPI's is also an expectation for Head Teachers:
 1. Occupancy
 2. Budget
 3. Delivery of Strategic and Annual Plan

Appendix G Benefits

1. Auckland Council is committed to ensuring that employees are provided with meaningful access to its facilities and to that end will provide employees with complimentary Pools and Leisure operated facility membership as well as access to discounted merchandise ("Benefits").

The Benefits are as follows:

Category of employees	Benefit
A: Permanent Full Time (37.5hours +)	<ul style="list-style-type: none"> • Complimentary facility membership to all Auckland Council Pools and Leisure operated facilities. • Complimentary facility membership for one nominated partner/immediate family member to one nominated Auckland Council Pools and Leisure operated facility (required to pay standard joining fee) • Access to a 20% discount from all Auckland Council Pools and Leisure operated merchandise, facility rentals, staff directed programmes and childcare services.
B: Permanent Part time (20 – 37 hours)	<ul style="list-style-type: none"> • Complimentary facility membership to one nominated Auckland Council Pools and Leisure operated facility. If this facility does not have aquatic or Group exercise services then one additional facility, that provides those services, can be nominated. • Complimentary facility membership for one partner/immediate family member to one nominated Auckland Council Pools and Leisure operated facility. Required to pay the standard joining fee • Access to a 20% discount from all Auckland Council Pools and Leisure operated merchandise, facility rentals, staff directed programmes and childcare services
C: Part time (2 - 19 hours) or Fixed Term	<ul style="list-style-type: none"> • Complimentary facility membership to one nominated Auckland Council Pools and Leisure operated centre during off-peak times or at such times as may be determined by particular Centre Managers having regard to customer access rates in that particular Centre. • Access to a 20% discount from Auckland Council Pools and Leisure operated merchandise and childcare services from the facility they are employed at.
D: Casual	<ul style="list-style-type: none"> • Complimentary aquatic access to one nominated Pools and Leisure centre with agreement between the two facility managers. Any additional access at the facility where they are employed will be at the discretion of the Centre Manager.

2. The Benefits described in this Appendix are not a contractual entitlement on the part of employees and, following consultation with the affected employees and their union representatives, may be changed or removed by Auckland Council.
3. These benefits are subject to the conditions specified in this clause. In particular:
 - a) Employees are required to obtain their manager's approval to access these Benefits.
 - b) External customers take precedence over employees. Staff may, however, choose to pay the full cost of the service when notified of a paying customer has requested the same time slot. At that point, the employee will be treated the same as any other paying customer.

- c) These privileges do not extend to spouse or family members (other than where stated in Category A and B).
- d) Facility membership entitles the holder to access the fitness centre group exercise and/or pools, sauna, steam, spa pool where applicable.
- e) Complimentary membership to the staff member and nominated partner/immediate family member is will be null and void if the employee's employment with Auckland Council Pools and Leisure ceases.
- f) Discounts applied to staff directed programmes exclude trips or specific programme related costs (eg T-shirts, Basketballs etc).

Appendix H

Grandparented provisions

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

West Wave Long Service Leave

1. Employees who had an entitlement to long service leave under the West Wave Aquatic Centre Combined Collective Employment Agreement 2009-2011, will be entitled to long service leave as follows:
 - a) One special holiday of two weeks after the completion of eight years and before the completion of 16 years of qualifying service;
 - b) One special holiday of four weeks after the completion of 16 years and before the completion of 24 years of qualifying service;
 - c) One special holiday of six weeks after the completion of 24 years and before the completion of 32 years of qualifying service;
 - d) One special holiday of six weeks after the completion of 32 years and before the completion of 40 years of qualifying service
 - e) One special holiday of six weeks after the completion of 40 years and before the completion of 48 years of qualifying service
 - f) One special holiday of six weeks after the completion of 48 years of qualifying service.
2. All leave provided for in sub-clauses 1a, b, c, d, e, and f shall be on ordinary weekly pay as defined by the Holidays Act 2003 and may be taken in one unbroken period. Leave is to be taken at such time or times as may be agreed between the unit/section manager and employee concerned. Long service leave must be taken within the entitlement period stated provided that in the event of it not being taken, payment in lieu of leave shall be made at the end of the entitlement period.
3. Employees who have been entitled to long service leave and terminate their employment before such leave has been taken, shall be paid in lieu thereof. In the event of the death of the employee, the same provisions as for annual leave shall apply.
4. Employees who are dismissed from the Council shall forfeit this leave.
5. Long Service Leave may not be sold as saleable leave.

Birthday Leave

Employees who had an existing entitlement to birthday leave as at 1 July 2012 will continue to receive birthday leave as set out in this clause. Upon completion of each year's service an employee will receive a day's leave on their birthday. If the birthday falls on a day not normally worked or as negotiated between the parties or a public holiday, the birthday leave will be taken on the next normal working day. Birthday leave will not be carried over to the following year.

