



02 May 2025

Matt Wilde

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Dear Matt

Request for Information – Local Government Official Information and Meetings Act (LGOIMA) 1987

We refer to your official information request dated 1 April 2025 for:

“Could I please have a copy of your current Collective Employment Agreement.”

Answer:

Please see attachment 1 of the response.

We have also redacted all contact details and names of certain individuals for privacy purposes as per section 7(2)(a) of the LGOIMA.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that this response to your information request may be published on Hutt City Council’s website: [Proactive releases | Hutt City Council](#)

Yours sincerely



Lakna Siriwardena

Legal Operations Advisor

COLLECTIVE EMPLOYMENT AGREEMENT

BETWEEN



COUNCIL

AND



25 July 2023 – 31 March 2025 (unless event based expiry occurs in accordance with clause 6)

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HUTT CITY COUNCIL CORE COLLECTIVE EMPLOYMENT AGREEMENT

PART 1 - AGREEMENT FORMALITIES

CLAUSE 1 - STATEMENT OF INTENT - OBJECTIVES OF THE AGREEMENT

The parties to this agreement, Hutt City Council, the Public Service Association and the Amalgamated Workers Union New Zealand Inc, acknowledge the benefits of working collaboratively with one another.

Treaty of Waitangi

Council is committed to the principles of the Treaty of Waitangi – Te Tiriti o Waitangi. Council also recognises and provides for the special relationships that Maori have with their culture, traditions, land and taonga.

Hutt City Council recognises the significant personal contribution that employees using te reo Maori and/or te reo Maori me ona tikanga expertise at work makes to Council and to the community. This contribution can be reflected in an employee's performance plan.

CLAUSE 2 – TERMS OF AGREEMENT

- (i) This agreement is a collective employment agreement made pursuant to Section 20 of the Employment Relations Act 2000.
- (ii) The terms and conditions contained in this agreement shall be applied as minimum terms and conditions of employment of employees bound by this Agreement.

CLAUSE 3 - PARTIES TO THIS AGREEMENT

The parties to this collective employment Agreement are:

- (a) The Hutt City Council hereafter referred to as 'Council'; and
- (b) The Public Service Association (PSA) and Amalgamated Workers Union New Zealand Inc (AWUNZ)

CLAUSE 4 - COVERAGE

This agreement covers employees who are employed on a permanent basis or who are employed on a fixed term agreement of a duration of three months or more, or on a casual basis. This agreement does not cover employees who are employed on a fixed term agreement with a duration of less than three months.

This agreement covers general positions but does not cover the following positions:

Chief Executive
Directors
Heads of business units
Staff who manage a library/hub e.g. site leads
All People & Capability and Payroll staff
People managers who have direct reports who manage people / lead teams

CLAUSE 5 – NON UNION MEMBERS

- (i) Employees of Hutt City Council who are not covered by the Collective Employment Agreement will not automatically receive all the terms and conditions as negotiated with the Public Service Association and Amalgamated Workers Union New Zealand Inc.
- (ii) The employer shall notify the union office at the time a new employee covered by the coverage clause is engaged, where the new employee has requested for this to occur.

CLAUSE 6 - TERM

This agreement commences on 25 July 2023, and expires on 31 March 2025 unless an event based expiry occurs as set out below:

- Hutt City Council and the unions have agreed to a remuneration review to discuss the remuneration increases for 1 July 2024, with the parties meeting no later than 15 March 2024 and agreement to be reached on a proposed variation by 20 May 2024 to go out to members for ratification.
- If no agreement is reached by 20 May 2024, there is an event-based expiry of the collective agreement being 31 May 2024, unless the parties agree otherwise.
- If agreement is reached, ratification process will be undertaken by the unions to vary the collective agreement. If this is not ratified by union members the collective agreement will expire on 31 May 2024.

CLAUSE 7 - VARIATIONS TO THE AGREEMENT

This agreement may be varied by agreement between the parties. Any variation will be recorded in writing.

CLAUSE 8 - DEFINITIONS

For the purposes of this agreement the following definitions shall apply:

COUNCIL	Hutt City Council
EMPLOYEE	An Employee of Council who is covered by this agreement and whose engagement requires him/her to wholly or substantially carry out duties coming within the scope of this agreement.
FIXED TERM EMPLOYEE	An employee whose employment agreement ends on a particular date, after a certain event or on completion of a specific task.
PART-TIME EMPLOYEE	An employee who is an employed in a part-time position by Council for less than 40 hours per week to perform any work for hire or reward.
FULL-TIME EMPLOYEE	An employee who is employed in a full time permanent position by Council for 40 hours per week to perform any work for hire or reward.
CASUAL	An employee who is not permanently employed, has no set hours or days of work and is normally employed on an as and when required basis.
DAY	A day shall be a period of 24 hours from midnight to midnight.
WEEK	A week shall be 12.01 am Saturday to midnight on the following Friday.
FORTNIGHT	A fortnight shall be a period of 14 consecutive days extending from 12.01 am Saturday to midnight on the following second Friday.

CURRENT CONTINUOUS SERVICE

In the case of persons employed on or after 1 November 1989 current continuous service will be deemed to have started from the date of commencement with Council.

In the case of persons who were employed with Wainuiomata District Council, Hutt Valley Drainage Board, The Lower Hutt City Council, Petone Borough Council, or Eastbourne Borough Council and who from 1 November 1989 continued to be employed by Hutt City Council, current continuous service will be deemed to have started from the commencement date with such preceding authority.

HOURLY RATE

Salaried employees normal hourly rate of pay shall be determined on the basis of annual salary divided by 2085.52.

PARTNER

The partner to

- (i) a legal marriage; or
- (ii) a civil union; or
- (iii) a stable de-facto relationship.

TOTAL EMPLOYMENT COST

Shall be the sum of base salary and any employees superannuation contribution, subsidy and/or allowance.

ORDINARY PAY

Shall mean the employee's ordinary hourly rate multiplied by the ordinary hours the employee works in the period in question, and "ordinary time" shall mean the employee's ordinary hourly rate (i.e. T1)

CLAUSE 9 – POLICIES

Prior to making any changes to policies which impact on terms and conditions of employment, the employer shall consult with the unions and employees and shall consider any feedback provided prior to implementing any changes.

CLAUSE 10 – PLACE OF WORK AND PERMANENT TRANSFER

In some cases, such as libraries, pools and museums, employees may be employed to work across a cluster of sites. Other employees will generally be employed to work in a particular location.

In the case of employees who are employed in a particular location, where the employer considers it needs to permanently relocate the employee, the employee shall be consulted on such a proposal. Such consultation will give due consideration to all attendant circumstances, including:

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

This is not applicable if the request to transfer is the employee's; for instance in an application for a promotion or new role.

PART 2 - HOURS OF WORK

CLAUSE 11 - HOURS OF WORK

- (i) The hours of work for pool staff are set out in clause 39. The provisions of clause 39 shall apply to pool staff; the provisions of clause 11 do not apply to pool staff.
- (ii) By agreement between Council and a section of employees, the ordinary hours may be varied to provide for 80 hours per fortnight, to be worked over any 10 of the 14 days of the fortnight Monday to Sunday inclusive, as determined by Council.
- (iii) Except as otherwise specified, the ordinary hours of work shall be 40 hours per week, 8 hours per day. An employee who would like to work a different arrangement of hours such as a four times ten hours working week may initiate a discussion to change the hours. Such a change may be made where both the employee and the employer agree.
- (iv) The hours of work may be reduced, extended or varied by mutual agreement between the employer and the individual employee concerned. Any agreement shall be committed to writing and signed by the employer and the employee concerned.
- (v) Except as provided in clause 19(iii), the ordinary daily hours of work shall be worked consecutively excluding a meal break.
- (vi) Except where otherwise agreed with the employee, Council shall allow two consecutive days off each week. It is accepted by the parties that a majority of employees work between Monday and Friday of each week, therefore in accordance with the provisions of this clause those employees days off shall be taken on a Saturday and Sunday.

CLAUSE 12 - OVERTIME

- (i) Overtime is time worked outside or in excess of the hours provided for in clause 11 which has been properly authorised in advance by the relevant manager or person given delegated authority by the manager.
- (ii) Limit to eligibility - Except as may be approved by the Chief Executive or authorised head of business unit, no salaried employee shall be entitled to overtime who is employed in a position graded as Size 14 and above.
- (iii) For clarity, if an employee is not eligible for overtime, the employee may be eligible for time in lieu as per clause 13.
- (iv) Except as may be approved by the Chief Executive or authorised head of business unit, overtime where payable is paid at time and a half.
- (v) Where agreed between Council and the employee the maximum hourly rate for overtime may be set at a lower figure to suit the demands of any particular situation.
- (vi) In respect to provisions as set out in sub clause (ii) of this clause, employees who are eligible to receive payments, and who are required by Council to work regular overtime may by agreement with Council in lieu of payment for overtime be compensated by way of an annual allowance in addition to their salary.
- (vi) Part time employees - Overtime rate will only apply where the part-time employee has worked in excess of 8 hours per day or 40 hours per week, or 80 hours a fortnight, in the case of a variation in accordance with clause 11(ii).

- (viii) When overtime work is necessary it shall, wherever reasonably practicable be so arranged that employees have at least nine consecutive hours off duty between the work of successive days.
- (ix) Where the employee does not have a minimum break of 9 hours between the time they finish work and the time they start work the following day, through a request of Council then the employee will be paid time and a half from when the employee commences work until the 9 hour period has elapsed. This does not apply when an employee is required to attend an emergency (including work necessitated by wind, rain, fire, snow, storm, flood, tide, earthquake, tsunami or other emergency event).
- (x) Overtime payments shall be paid to the employee in their next pay.
- (xi) Where Animal Control Officers are required to work overtime, overtime shall be paid at the rate of time and a half (T1.5) for the first four hours and double time (T2) thereafter; overtime is calculated on a daily basis. For example: an officer who has worked their 40 hours Monday to Friday and who then works eight hours on a Saturday and then two hours on a Sunday is paid four hours at T1.5 and four hours at T2 for the Saturday work, and two hours at T1.5 for the Sunday work. No time in lieu is granted.

CLAUSE 13 - TIME IN LIEU

Administration:

- (i) TIL is to be agreed in advance, this may be for each occasion TIL is accrued or as a general dispensation.
- (ii) Where TIL arrangements are entered into HCC will keep proper records of TIL accrual and usage.

Accruing TIL:

TIL will accrue under the following circumstances:

- (a) When an employee covered by this agreement, who is above the agreed Grade for overtime to apply is required to work late nights, weekends or in excess of their agreed hours.
- (b) When an employee covered by this agreement who is within the grades for overtime to apply is required to work late nights, weekends or in excess of their agreed hours. In this situation the employee will have the option to take overtime or TIL.
- (c) Where staff travel overseas and work on weekends (note a maximum of 8 hours per day TIL will apply for every day worked on a weekend).
- (d) TIL will not apply where employees are attending professional networking events, functions or conferences in an evening or a weekend, except in the case of support staff.

Taking TIL:

- (a) TIL is allowed on the basis of an hour TIL for each hour worked.
- (b) TIL should be taken as soon as possible after it is accrued, generally within 2 weeks.
- (c) HCC will provide opportunities to take TIL and may direct that TIL is taken if it is not taken within six weeks of being accrued.

- (d) Where the employee has accrued TIL, and where the Manager is unable to approve the leave within three months of the accrual, the employee may elect to be paid the accrued leave at the appropriate overtime rate if they are eligible for overtime. Staff who are not eligible for overtime will be paid at the employees hourly rate.

CLAUSE 14 - CALLOUTS AND ROSTERED STANDBY

Standby rates

- (i) In some Council roles, employees are required to participate in an on call roster. Where this applies, the requirement will be by mutual agreement and recorded in writing.
- (ii) This clause does not apply to IT Operations and to Communications positions.

(iii) Standby

Employees who are required to be on standby (on call) shall ensure they are sober, fit for work, contactable and reasonably accessible to work for the period they are on standby.

Employees will receive the following allowances while rostered to be and on standby:

- On standby for a weekday evening/night: \$40.00
- On standby for a weekend day and evening/night: \$60.00
- On standby for a public holiday day and evening/night: \$100

(iv) Callout

Where an employee is called out while on standby outside of the employee's working hours and carries out work as a consequence (including taking a phone call) the employee will be paid the following:

- Where the work is commenced between 6.00 a.m. and 10.00 p.m. and the employee can carry out the work without having to travel (e.g. advice by phone), a minimum of half an hour's payment at the applicable rate or half an hour's time off in lieu, as the case may be
- Where the work is commenced between 6.00 a.m. and 10.00 p.m. and the employee must travel to carry out the work, a minimum of one hour's payment at the applicable rate or one hour's time off in lieu, as the case may be
- Where the work is commenced between 10.00 p.m. and 6.00 a.m., and the employee can carry out the work without having to travel (e.g. advice by phone), a minimum of one hour's payment at the applicable rate or one hour's time off in lieu, as the case may be
- Where the work is commenced between 10.00 p.m. and 6.00 a.m., and the employee must travel to carry out the work, a minimum of two hours' payment at the applicable rate or two hours' time off in lieu, as the case may be

In all cases, where the employee works more than the minimum period specified, the actual time worked shall apply and not the minimum period.

In all cases, where an employee is called out for a second or subsequent time within the minimum period specified for the first callout, the callouts shall be treated as one continuous callout.

- (v) In some Council roles, a phone tree operates for out of hours calls. Employees listed on a phone tree do not receive an allowance to be available, and are therefore not required to be available to take calls.

Animal Services

- (vi) Where an Animal Control Officer is contacted after hours because the contractor requires additional or expert help, the following provisions shall apply:
- (a) In the case of an emergency phone call where an Animal Control Officer is requested to provide advice by telephone, the Officer shall be paid for a minimum two hours at ordinary time for calls made between 7.30 a.m. and 10.00 p.m., or a minimum of three hours for calls made between 10.00 p.m. and 7.30 a.m.. Any subsequent phone calls during the two hour / three hour period (as the case may be) shall be deemed to be part of the original phone call.
 - (b) In the case of the callout of an Animal Control Officer, the Officer shall be paid for a minimum three hours at time and a half (T1.5) rates. Time worked shall be calculated from the time of leaving home to the time of return home. Any subsequent callouts commenced during the three hour period shall be deemed to be part of the original callout. If the callout(s) extend beyond four hours, the first four hours shall be paid at time and a half rates and double time rates shall apply thereafter. In the case of a subsequent callout on the same night but outside of the original callout period the first four hours of the subsequent callout shall be at time and a half rates and the minimum callout time of three hours shall apply to the second callout also.
- (vii) Should the contractor situation change, the parties will meet to discuss the return to an appropriate allowance package to replace the provisions in (iv) above to compensate Animal Control Staff for providing standby and callout themselves. The original allowance shall be the starting point for negotiation.
- (viii) Animal control staff will receive an allowance of \$20.00 per fortnight for additional duties associated with boarding dogs outside of normal hours, which include supervision, socialisation, feeding, watering and other cares, exercising, cleaning, admission and release.

CLAUSE 15 - PAID REST BREAKS AND UNPAID MEAL BREAKS

Employees will be entitled to the following paid rest and unpaid meal breaks:

- one 10-minute paid rest break if the employee's work period is between two and four hours;
- one 10-minute paid rest break and one unpaid 30-minute meal break if the employee's work period is from four to six hours;
- two 10-minute paid rest breaks and one 30-minute unpaid meal break if the employee's work period is from six to eight hours.

Council shall supply free of charge tea, coffee, milo, milk and sugar at rest intervals and meal times.

CLAUSE 16 - FLEXIBLE WORKING

There are flexible working opportunities available to staff provided by the Council's Flexible Working Policy and Part 6AA of the Employment Relations Act. For more information on the Council's flexible working arrangements, see Our Space on the HCC Intranet.

PART 3 - RATES OF PAY AND ALLOWANCES

CLAUSE 17 - REMUNERATION

- (i) All permanent and fixed term employees (more than 3 months) covered by this agreement will have their salary rate determined in accordance with Council's remuneration system.
- (ii) No employee shall have his or her current TEC salary lessened by the virtue of the coming into force of this agreement.
- (iii) Part time employees will be paid an hourly rate for the hours worked calculated by taking the full time salary applicable and dividing it by 2085.52. Records shall be kept of hours worked and a timesheet must be submitted for payment of those hours.
- (iv) Employees who receive in excess of a 5% superannuation contribution shall continue to do so and will not be disadvantaged for any future merit or across the board increases.
- (v) Council will add 1% on top of the market median to all roles covered by this agreement to recognise the fact that rates are adjusted yearly and go out of date during the year.
- (vi) The Council has a Higher/Special Duties Allowance Policy which sets out when employees are recognised for undertaking additional responsibilities or special duties.
- (vii) The following are the rates of pay applicable from 1 July 2023:

Local Government:

Pay Grade	Range Minimum	Midpoint (100%)	Range Maximum
7	54,224	52,500	63,000
8	54,224	55,700	66,840
9	54,224	59,000	70,800
10	54,224	62,700	75,240
11	54,224	66,500	79,800
12	57,120	71,400	85,680
13	61,120	76,400	91,680
14	65,840	82,300	98,760
15	70,640	88,300	105,960
16	76,720	95,900	115,080
17	83,280	104,100	124,920
18	89,680	112,100	134,520
19	97,200	121,500	145,800
20	105,360	131,700	158,040

General Market:

Pay Grade	Range Minimum	Midpoint (100%)	Range Maximum
7	54,224	53,600	64,320
8	54,224	57,000	68,400
9	54,224	60,500	72,600
10	54,224	64,400	77,280
11	54,720	68,400	82,080
12	59,200	74,000	88,800
13	63,760	79,700	95,640
14	69,200	86,500	103,800
15	74,560	93,200	111,840
16	81,440	101,800	122,160
17	88,800	111,000	133,200
18	95,920	119,900	143,880
19	103,680	129,600	155,520
20	112,080	140,100	168,120

Increase to ranges from 1 July 2024:

The parties have agreed that these rates of pay shall be adjusted from 1 July 2024 by adding on any increase to the midpoint advised by Strategic Pay for each grade listed above, adding 1% in accordance with sub clause (v) of this clause, and adjusting the minimum (80%) and maximum (120%) accordingly. The new table will be published on Te Pataka. The parties have agreed that this collective agreement will be automatically varied to add the new table without further negotiation or ratification being required.

- (viii) Except where one of the following exceptions applies, PSA and AWUNZ members will receive an increase to their remuneration of the **higher of \$4,000 per annum (full time salary - in the case of part time employees this is prorated) and 5%.**

The exceptions are:

- Employees who commenced employment with HCC on or after 1 January 2023
- Employees who have had their remuneration reviewed on or after 1 January 2023
- Employees on extended leave at the time of the pay round (except in the case of parental leave)
- Employees employed on a fixed term basis for a term of less than 12 months
- Employees employed on a casual basis
- Employees who are not performing adequately
- Employees who are not consistently demonstrating behaviours which align with HCC values

This increase applies to the July 2023 pay round only.

- (ix) PSA, AWUNZ and Hutt City Council shall meet in March 2024 to negotiate how increases to employees' remuneration in July 2024 shall be managed.

CLAUSE 18 - KIWISAVER

Hutt City Council will make deductions of 3% for employee contributions unless otherwise notified. In accordance with Kiwisaver legislation the employer will contribute the Employer Contribution in addition to total remuneration.

HCC will support staff in their savings efforts by administering the super contributions in a way that provides maximum benefit to the employee, however HCC will not be subsidising super at this time.

CLAUSE 19 – ALLOWANCES

(i) Group Cover Insurance

Effective from the first day of the next complete pay period following the commencement of this agreement, Council will pay an allowance of up to \$13.30 gross per fortnight to all employees who are union members who have permanent rostered duties of at least thirty hours per week who have taken out Trauma Recovery Insurance (group cover Insurance in the event of illness or injury managed by the Amalgamated Workers Union New Zealand Inc).

Council shall also, where so authorised by individual members who have taken out the insurance, make a deduction from such employees' remuneration of the amount advised by Amalgamated Workers Union New Zealand Inc and remit the deduction to the Amalgamated Workers Union New Zealand Inc.

The Amalgamated Workers Union New Zealand Inc or PSA will be responsible for informing members of the scheme in regards to all aspects and benefits. This benefit is available to Union Members only.

(ii) Meal Allowance

Where an employee completes 10 hours work on any day and is required to continue working, the employee shall be paid a meal allowance of \$15.00.

(iii) Broken Shift Allowances

An allowance of \$5.25 per day will be paid to employees required to work a day that is broken by a period of two hours or longer in duration.

(iv) Transport and Travelling Expenses

Where an employee is authorised by Council to use his/her own car for official purposes and providing the employee is willing, he/she shall be paid the Inland Revenue Department approved rate per kilometre for such distance travelled on Council's business. This reimbursement covers depreciation, running and fixed costs (registration, insurance etc). No claim may be made under the Council's insurance for an accident while using a private vehicle. Employees are to ensure that their vehicle has the appropriate insurance cover. Any excess payment may be made at the discretion of the Director or Chief Executive.

(v) Out of Pocket Expenses

All authorised reasonable out of pocket expenses incurred by an employee in the execution of his/her duties and supported by receipts shall be reimbursed by Council.

(vi) Overnight stays and incidental allowance

An employee who is required to sleep away from his/her home overnight in the execution of his/her duties or on courses required to be attended by Council shall be reimbursed all actual and reasonable charges incurred in accordance with Council policy.

Such employees shall be entitled to claim an incidental allowance, currently \$7.30 for each such night spent away from home. Employees attending other approved courses may at Council's discretion be paid the allowance prescribed herein.

PART 4 - LEAVE

CLAUSE 20 - PUBLIC HOLIDAYS

- (i) Public holidays will be allowed as provided in the Holidays Act 2003.
- (ii) Twelve whole public holidays will be allowed without deduction from pay where they fall on days that would otherwise be working days for the employee and will not count as part of the annual holidays. The recognised public holidays or recognised substituted public holidays will be: New Years Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Matariki, Labour Day, Christmas Day, Boxing Day and the provincial Anniversary Day or a day in lieu of Anniversary Day.
- (iii) Where Christmas Day, Boxing Day, New Years Day, 2 January, Anzac Day or Waitangi Day fall on the weekend, the holiday shall be observed as provided in sections 45 and 45A of the Holidays Act.
- (iv) Employees shall not be paid for any holiday provided for in sub clause (ii) of this clause, which falls on a day of the week on which they are not normally employed.
- (v) An employee required by Council to work on a public holiday shall be paid for the time worked on that day at the rate of time and a half in accordance with the Holidays Act. Where the day on which the holiday falls would otherwise be a working day for the employee the employer will provide the employee with an alternative holiday (day in lieu) to be taken as mutually agreed between Council and the employee or otherwise as provided in the Holidays Act 2003.
- (vi) The rate of payment for a public holiday not worked shall be in accordance with the Holidays Act
- (vii) Where any of the holidays specified in sub clause (ii) of this clause fall on the rostered day off of any employee who is employed to work five days per week such employee shall be allowed another day off. This day will be paid at the employee's ordinary rate of pay for the average number of hours they are employed to work in a week, not including additional hours that may be worked from time to time. For example, if the employee is employed to work 4 hours on 3 days and 6 hours on 2 days, and works additional hours by agreement from time to time, the employee's lieu day will be allowed and paid at 4.8 hours, regardless of the days it is taken or paid.

CLAUSE 21 - ANNUAL HOLIDAYS

- (i) Annual Holiday - Annual holidays shall be allowed and paid for in accordance with the Holidays Act 2003.
- (ii) Additional Holidays - Upon completion of 6 years current continuous service with Council, each employee shall for the sixth and subsequent years be entitled to an annual holiday of 5 weeks instead of 4.
- (iii) Annual holidays shall be taken at a time or times to be mutually arranged between Council and the employee. Where the employer and employee are unable to reach agreement on when the employee will take holidays, the provisions of the Act shall apply and the employer may require the employee to take their leave on giving not less than 14 days notice.

- (iv) Employees are expected to use their annual leave regularly for rest and recreation and to not accumulate high balances of annual leave.

In the case of employees who have an entitlement of four weeks of annual leave per year, an employee who has a balance of six weeks (30 days, for employees who work five days per week) of annual leave, will be required to take leave.

In the case of employees who have an entitlement of five weeks of annual leave per year, an employee who has a balance of seven weeks (35 days, for employees who work five days per week) of annual leave will be required to take leave.

In all cases the annual leave 'balance' refers to the total balance of entitled plus accrued leave.

An employee who wants to accumulate a greater balance of leave, due to an exceptional circumstance such as a planned overseas trip or period of study, shall seek the Director's agreement in writing, in accordance with Council's Leave Policy; permission will not be unreasonably withheld.

- (v) Where the employment of any employee is terminated at the end of a period of employment which is less than 12 months, the employee shall be entitled to holiday pay calculated at the rate of 8% of gross earnings since the commencement of employment less any amount paid to the employee for holidays taken in advance.
- (vi) Where it is customary for Council to allow annual holidays to employees during a period in each year when all or part of the premises are closed or the work of these employees is for any reason discontinued, and at the date of the commencement of any such period any such employee has not become entitled to an annual holiday, then the employee shall not be entitled to any salary for the period of close down, but Council shall before that date pay to the employee, in addition to all other amounts due, an amount equal to 8% of gross earnings for the period of employment up to that date, and the next year of employment shall be deemed to commence on that date.

CLAUSE 22 - SICK LEAVE

- (i) Sick leave will be allowed and paid for as required by the Holidays Act 2003.
- (ii) An employee will be entitled to up to ten (10) days on pay for each year of current continuous service with Council, cumulative to a maximum of 120 days provided that not more than 5 days of sick leave may be used in the first six months of Council employment. Sick leave may be utilised where the employee requires surgery or has an appointment for health services. As much notice shall be given by the employee as is practicable. The minimum period of sick leave that can be taken is one hour.
- (iii) An employee may take sick leave if:
- the employee is sick or injured;
 - the employee's spouse/partner is sick or injured; or
 - a person who depends on the employee for care is sick or injured.
- (iv) The employee shall ensure that notice of illness or injury is given to Council as soon as practicable on the first day of absence and shall notify Council as soon as possible of when a return to work is likely.
- (v) Council may require the employee to produce a medical certificate as proof of sickness or injury when any period of absence is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for the employee.
- (vi) Where the absence is less than three consecutive calendar days, a medical certificate may be

required at Council's expense where the employer suspects misuse of sick leave. Council may also give advance notice to an employee that a medical certificate will be required at Council's expense where the employee has a pattern of sick leave usage which suggests to the employer that there may be misuse of sick leave.

- (vii) Sick pay shall not be paid, and nor shall sick leave be recorded, in respect of any public holiday for which the employee is entitled to payment.
- (viii) Where an employee is away from work due to an injury and ACC has accepted the claim, the employer and employee may agree that the employee may utilise unused sick leave to top up the ACC 80% payment. The top up is deducted from the employee's sick leave on the basis of one day's sick leave for each five days of topping up. Note: In the case of a work injury where ACC has accepted coverage and the Council has accepted that it was a work injury, Council will pay 100% of the first week of any absence from work.

CLAUSE 23 - BEREAVEMENT LEAVE

- (i) Bereavement leave shall be allowed as provided for in the Holidays Act 2003.
- (ii) Council will provide five days leave on pay where an employee suffers bereavement on the death of the employee's spouse/partner, parent or child.

Council will provide three days leave on pay where an employee suffers bereavement on the death of the employee's spouse's/partner's parent, brother, sister, grandparent or grandchild.

Bereavement leave of three days may also be taken in the case of an employee, or their partner, suffering a miscarriage or stillbirth, as set out in the Holidays Act.
- (iii) Council will also provide one day of bereavement leave on the death of any other person where it accepts that the employee has suffered bereavement as a result of the death. In considering any such request for bereavement leave, Council will have regard to:
 - the closeness of the association between the employee and the deceased person;
 - whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death; and
 - any cultural responsibilities of the employee in relation to the death.
- (iv) Council will consider applications for unpaid leave beyond the provisions of this clause on the merits of each case.

CLAUSE 24 - PARENTAL LEAVE, PAID PARENTAL LEAVE AND RETURN TO WORK PAYMENT

- (i) Parental leave and paid parental leave will be provided in accordance with the Parental Leave and Employment Protection Act 1987 and its amendments.
- (ii) The following information in sub clauses (iii) to (v) is provided for information purposes and does not replace the provisions of the Act.
- (iii) The Act provides for unpaid parental leave for qualifying employees, which may be shared by both parents during a child's first year of life. It also applies to adoptive/whangai parents of a child under five years of age, during the first year of the child's life with the family. Provision is made for the protection of the employee's employment during periods of parental leave.
- (iv) Eligible employees are also entitled to taxpayer funded paid parental leave calculated at 100 percent of their previous weekly earnings up to a maximum sum as specified by Inland Revenue ([see http://www.ird.govt.nz/yoursituation-ind/parents/parents-paid-parental-leave.html](http://www.ird.govt.nz/yoursituation-ind/parents/parents-paid-parental-leave.html) for current parental leave payments).

- (v) Further information on entitlements to parental leave and paid parental leave are available from People and Capability, from the employee's union, or from the Ministry of Business, Innovation and Employment. The Ministry's website <http://www.mbie.govt.nz> contains helpful information and guidance.
- (vi) In addition to the statutory entitlement, an employee who is granted parental leave and who takes not less than fourteen weeks of primary carer's leave and then returns to work for a period of at least 6 months shall be entitled to a one-off taxable payment as a "return to work" payment. This payment will be calculated as four weeks pay based on the employee's weekly contracted hours of work and rate of salary applying at the date payment is made.
- (vii) Where an employee returns to their employment after taking parental leave in accordance with the Parental Leave and Employment Protection Act 1987, the employer will pay the employee for any annual leave taken at the higher of their average weekly earnings and their ordinary weekly pay, notwithstanding section 42(2) of the Parental Leave and Employment Protection Act 1987. The parties acknowledge that this provides a more advantageous situation to the employee than the Act provides.

CLAUSE 25 - STUDY LEAVE

The Council provides study assistance for permanent employees who work a minimum of 15 hours per week through the Council's Study Assistance Policy. This assistance may include paid study leave and/or financial support.

CLAUSE 26 - JURY SERVICE

Where an employee is obliged to undertake jury service, the employee shall be paid their basic daily pay provided that:

- (i) the employee advises Council upon receipt of notification of pending jury service
- (ii) the employee produces the Court expenses voucher to Council and refunds the jury service fee to Council.
- (iii) the employee returns to work immediately on any day he/she is not actually serving on a jury.

If the employee does not refund the jury service fee to the Council, the value of the jury service payment made shall be deducted from the employee's pay.

PART 5 - TERMS OF EMPLOYMENT

CLAUSE 27 - TERMINATION OF EMPLOYMENT

- (i) Except in the case of serious misconduct, four weeks notice of termination of employment will be given by either Council or the employee (permanent or fixed term, 3 months or longer). *For Casual employees see Clause 38.*
- (ii) Where the requisite notice is not given the party terminating the employment agreement without notice shall pay or forfeit four weeks salary, or the value of the unexpired period of notice as any particular situation dictates.
- (iii) Council and the employee may agree to amend or waive the period of notice. If agreement cannot be reached then the relevant notice periods prescribed herein shall continue to apply.

- (iv) Notwithstanding the above provisions nothing shall prevent Council from summarily dismissing an employee for serious misconduct.
- (v) Where an employee is absent from work for more than three working days without notification to Council, he/she shall be deemed to have terminated his/her employment without notice; provided that it shall be the duty of Council to make all reasonable efforts to contact the employee during this period. Provided further that where an employee was unable through no fault of his/her own to notify Council and had good reason for the absence he/she shall not be deemed to have abandoned his/her employment.

CLAUSE 28 - PAYMENT OF SALARIES

- (i) All salaried employees shall be paid fortnightly.
- (ii) Casual employees and part time employees who are required to fill out time sheets are generally paid on a weekly basis.
- (iii) All salaries and weekly wages shall be paid by direct credit to a nominated bank account.
- (iv) Employees shall be paid forthwith on discharge. Where the employment is terminated by Council, the employee shall be paid not later than the expiration of notice.
- (v) Subject to the Wages Protection Act 1983 and to the provisions prescribed in this agreement for sick leave, domestic leave, bereavement leave, deduction of appropriate union fees and any other written agreement made between the parties relating to deductions from salary, no deduction other than that which is agreed to in writing between Council and the employee shall be made from the salary of any employee except for time lost by the employee through sickness, accident not arising out of and in the course of the employment, or default.

Provided that, in the event of an overpayment of salary to an employee, the parties agree that the employer may recover the amount of the overpayment provided the employee is given written notification of the employer's intention to recover the overpayment, the amount to be recovered, and a full explanation of the reasons for the overpayment. If the employee feels they were not in fact overpaid, the employer and the employee's union shall meet to discuss this before the employer recovers the overpayment. Where it would be too onerous for the employee to repay the overpayment in the next pay, the frequency and amount of instalments will be agreed. Any remaining overpayment owing shall be deducted from the employee's final pay if the employee's employment terminates before the overpayment is repaid.

- (vi) Where there is any variation from the regular amount being paid, employees shall be supplied in writing with details of the manner in which their salary has been calculated.

CLAUSE 29 - CONFLICT OF INTEREST

No employee shall enter into any outside paid positions where that organisation's business interests would bring the employee into conflict with the interests of Council.

Honorary work performed for sporting, educational service or kindred organisations should not be performed in Council's time.

For more information, refer to the Conflict of Interest policy.

CLAUSE 30 - EMERGENCY MANAGEMENT

Employees of Council who are parties to this agreement will be expected to play an active role in counter disaster operations during times of civil defence emergency or warnings thereof.

Such role will be performed under the direction of the Civil Defence Controller who for the purpose of this obligation will have any such delegated authority granted by the Chief Executive of Council as deemed necessary together with the authority vested in the Civil Defence Controller pursuant to the Civil Defence Emergency Management Act 2002.

From time to time, employees who are parties to this employment agreement may be expected to attend training sessions as directed by the Civil Defence Controller and shall be granted equivalent time off in lieu of overtime for all time spent outside of normal working hours attending an Emergency Management Exercise.

CLAUSE 31 - INDEMNITY

The employer shall indemnify employees from and against all or any claims or legal proceedings brought by a third party against employees personally in connection with the reasonable performance of their duties, provided that the right to indemnity does not extend to expenses or liabilities incurred by an employee as a result of the employee's own negligence, default, insolvency, breach of duty, illegal action, misconduct or other fault.

PART 6 - SAFETY, HEALTH AND WELLNESS PROVISIONS

For provisions relating to 'Wellness', see Our Space on the HCC Intranet.

CLAUSE 32 - GENERAL CONDITIONS

- (i) Adequate lighting, heating and ventilation shall be provided in all working areas where employees bound by this agreement are required to work.
- (ii) There will be a room provided with suitable couch accommodation to be used in cases of temporary indisposition, but where it is impracticable to set a room apart, for a couch or couches to be provided and screened off for privacy.
- (iii) Employees whose roles are primarily deskbound and who use a computer for the greater part of their working day will have a work station assessment carried out by an appropriately skilled assessor if requested, within a month of making the request.
- (iv) Eye Care

For provisions relating to vision assessment, see the 'Wellness Policy', on the HCC Intranet for further information.

CLAUSE 33 - HEALTH AND SAFETY

Health and Safety Obligations

- (i) The provisions of the Health and Safety at Work Act 2015 and its amendments shall apply.
- (ii) Council is required under the Health and Safety at Work Act 2015 to provide a safe working environment for its employees, including procedures to eliminate minimise and manage all identified risks/hazards.
- (iii) Employees must take reasonable care of their own health and safety, ensuring that their acts (or omissions) do not adversely affect the health and safety of other people.
- (iv) All employees shall ensure they comply, as far as they are reasonably able:

- With any reasonable instruction given by the Council to allow the Council to comply with the Health and Safety at Work Act 2015
 - With the Council's health and safety policies and procedures notified to them.
- (v) Employees will be involved in the identification and reporting of risks/hazards in the workplace and in the development of procedures for ensuring safe working conditions and response to emergencies.
- (vi) Employees will be provided with training and supervision to ensure that they have the relevant knowledge and experience of the correct procedures for undertaking work in a safe manner.

(The above is added for clarification only and does not remove the employees or Councils responsibilities or liabilities under legislation).

- (vii) Employees should refer to the Council's health and safety policies regarding any requirements to wear personal protective equipment (PPE).

Hutt City Council is committed to promote and protect the health and welfare of all employees and has adopted a Wellness Policy as a holistic approach to assist employees to focus on the physical, emotional and financial aspects of living. Council also provides access to an Employee Assistance Programme to allow employee confidential access to a range of support services.

Cash handling

Cash handling shall be in accordance with the Council's policies and procedures on cash handling.

Accidents

- (i) A fully equipped first aid emergency kit provided by Council and an accident register shall be kept in a convenient and accessible position in each work area where persons are employed.
- (ii) A small first aid emergency kit shall be attached to each Council vehicle.
- (iii) All work accidents, incidents and near misses shall be reported to the employee's immediate manager.

CLAUSE 34 – HARASSMENT AND BULLYING

The parties are committed to fostering a workplace and culture free from harassment, bullying and discrimination. Conduct of this kind is unacceptable and Council will investigate claims of harassment, bullying or discrimination and take appropriate action where necessary. The Council's Prevention of Harassment, Bullying and Discrimination Policy sets out what constitutes harassment and bullying and the procedures to follow if unacceptable behaviour is believed to have occurred.

CLAUSE 35 - DRUGS AND ALCOHOL IN THE WORKPLACE

- 35.1 The parties to this agreement are committed to work together to maintain the overall health and safety of all employees covered by this agreement. They recognise that all employees have a responsibility to ensure that they maintain the highest standards of attentiveness and concentration to protect fellow employees and the users of our services, and they are at all times able to respond to emergency situations. It is unacceptable for any employee to present for work or be at work if their capacity to perform their duties is affected by alcohol or any prescription medication or other drugs.

35.2 Where the employer has reasonable grounds for suspecting that through the use of drugs or alcohol an employee's performance may be adversely affected, or is adversely affecting his or her safety or the care or safety of other employees or users of the services offered, or where there are reasonable grounds for suspecting that the cause of an incident was related to the employee being affected by drugs or alcohol, the employer may require the employee, at the employer's expense, to undergo a drug or alcohol test by a trained professional nominated by the employer.

35.3 The results of any such test shall be made available to the employee and the employer.

35.4 The Council has a policy on testing employees employed in safety sensitive areas.

CLAUSE 36 - CLOTHING AND FOOTWEAR

- (i) As determined by Council, employees who are required to wear a uniform when on duty shall be supplied with uniforms which shall be worn at all times while on duty.
- (ii) Uniforms must be clean, neat and tidy and suitable identification tags must be worn at all times while on duty.
- (iii) Any employee required to clean toilets shall be entitled to protective gloves for carrying out such work.
- (iv) As determined by Council, employees regularly required to work outdoors in all weathers shall be supplied with suitable weatherproof clothing, including a swandri type or similar jacket. The basis of the jacket issue shall be one garment each five years, or when no longer serviceable through fair wear and tear.
- (iv) Swandri or similar jackets when issued shall become the property of the employee, but should such employee's employment terminate less than three years after such issue he/she shall pay to Council 8.33% of the invoiced cost of the garment for each three months by which his/her employment is short of a three year period subsequent of the issue of the garment.
- (vi) Other suitable protective clothing shall be provided to an employee, who, in the opinion of Council requires such protective clothing to be issued.

The issue is limited to two sets per year.

The personal protective clothing shall remain the property of Council. The employee shall ensure that such clothing is maintained in good order and accounted for.

Notwithstanding the above, any unserviceable item shall be replaced by Council on a fair wear and tear basis.

(vii) **Safety Footwear**

Council shall be responsible for determining when the requirements of an employee's work require the wearing of gumboots or safety footwear.

The employer shall supply gumboots if employees are required to wear them in the course of their employment. Where gumboots are issued to an employee, the employer shall ensure that they are issued in a clean and hygienic condition.

Employees whose work requires safety footwear to be worn shall be supplied by Council with one pair of safety footwear of the employee's choice from a range approved by Council, and the employee shall wear such safety footwear whilst carrying out their duties. Safety footwear shall

be replaced at 12 monthly intervals if worn out or unserviceable. It shall be the responsibility of the employee to take all reasonable care of safety footwear supplied.

Should the employee's employment terminate within the 12 months following the last issue of safety footwear, the employee may retain the footwear, but may be required to refund the Council a portion of the purchase price.

CLAUSE 37 – FAMILY VIOLENCE

Employees who experience family violence can seek support and assistance from their employer. Employees dealing with such issues are encouraged to seek confidential assistance from their manager or the People and Capability team.

Family violence leave

Family violence leave shall be granted in accordance with the provisions of the Holidays Act 2003 and its amendments.

This leave is in addition to the annual leave and sick leave provisions in this agreement.

In accordance with the Holidays Act, an employee who is experiencing family violence is eligible for family violence leave after six months current continuous service with the employer; the entitlement is to up to 10 days leave in each subsequent 12 month period. This leave is available to employees who are affected by family violence, regardless of when the family violence occurred, and to employees who have a child living with them, permanently or periodically, who has had family violence inflicted upon them. Proof that the employee is affected by family violence may be required by the employer. This section is added to provide general information about the entitlement provided by the Act and does not replace the provisions of the Act.

Flexible Working Arrangements

In accordance with the Employment Relations Act 2000, an employee affected by family violence may request a short-term (two months or less) variation of their employment arrangements to assist the employee to deal with the effects of family violence.

CLAUSE 38 - SPECIFIC PROVISIONS RELATING TO CASUAL EMPLOYEES

In the case of casual employees, the following shall apply, and clauses 10, 11, 12, 14, 21, 22, 23, 24, 25, 26, 27, 47, 48, 49, 50, 51, 52, 53 and 55 shall not apply.

(i) HOURS OF WORK

The hours of work will be flexible and casual employees will be engaged on an hourly or day-by-day basis, as and when required, with no guarantee of further or ongoing employment.

Hours worked will be recorded on a weekly timesheet signed by the employee and the manager.

(ii) ANNUAL LEAVE

The employee shall earn 8% over and above his/her hourly rate in full recognition of the employer's obligation towards holiday entitlements. This will be paid on a pay-as-you-go basis with the consent of the employee.

(iii) **SICK LEAVE**

The employee is entitled to sick leave after six months if during those six months they have worked for:

an average of at least 10 hours per week, *including*

- at least one hour per week or 40 hours per month.

Sick leave may be taken in the following circumstances;

- When an employee is sick, or injured;
- When a person who depends on the employee for care is sick or injured.

The employee shall ensure that notice of illness or injury is given to Council as soon as practicable on the first day of absence and shall notify Council as soon as possible of when a return to work is likely.

Council may require an employee to produce additionally a medical certificate at Council's expense where the Employer has reasonable grounds to suspect that the sick leave being taken by the employee is not genuine because the employee, his or her spouse or partner or dependent is not sick or injured.

(iv) **BEREAVEMENT LEAVE**

The employee is entitled to bereavement leave after 6 months, if during those six months they have worked for an average of at least 10 hours per week, including at least one hour per week or 40 hours per month.

In the case of an employee who is entitled to bereavement leave, on the death of an employee's spouse, parent, child, brother, sister, grandparent or grandchild bereavement leave of up to three days may be taken. On the death of another person where the employer accepts that the employee has suffered bereavement as a result of the death, bereavement leave of up to one day may be taken.

(v) **REDUNDANCY**

No redundancy or any compensation will be payable upon the completion of any engagement, or on termination of employment.

Completion of a casual assignment shall not be deemed to constitute a redundancy, and the redundancy provisions of this agreement shall not apply.

Employee protection provision:

In the case of casual employees, the employer shall include casual employees in any negotiation with the new employer with a view to endeavouring to have the new employer offer casual employees further casual employment. The casual employee is entitled to choose whether or not to accept any offer of casual employment made by the new employer. No redundancy compensation or notice beyond any period of engagement offered by the Council and accepted by the casual employee shall apply, regardless of whether an offer is made by the new employer or accepted by the casual employee or not.

(vi) **TERMINATION OF EMPLOYMENT**

Employment can be terminated by either party during an assignment by the giving of one day's notice by either party, or the giving of notice until the end of the assignment, whichever is sooner.

(vii) **PROVISIONS RELATING TO POOL STAFF**

For specific provisions relating to all pool staff (including Casuals) see Clause 39 below.

CLAUSE 39 - SPECIFIC PROVISIONS RELATING TO POOL STAFF

39.1 Minimum Qualifications for Lifeguards

Qualifications for pool staff will comply with the NZRA minimum requirements for practicing lifeguards.

If a new employee does not hold the above mentioned qualifications, the time limit for obtaining the qualifications is within three months of starting with the Council.

If the employee fails to gain the requisite qualifications, then that employee's agreement will be terminated. For the avoidance of doubt, no redundancy compensation is payable.

39.2 Hours of work

The parties recognise that the nature of the employer's aquatic operations shall require that the employees work reasonable and necessary hours required to meet the needs of the customers/clientele and the business of the employer.

Each employee's hours of work and the provisions for meal and rest breaks will be detailed for each pool's operations.

Except as may be specifically provided elsewhere in this Agreement 40 hours shall constitute a normal week's work and shall be worked over any 5 out of 7 days Saturday to Friday inclusive.

No more than (8) eight consecutive hours shall be worked in any one day without the payment of overtime.

The normal hours of work of any employee engaged pursuant to this collective employment Agreement shall be fixed by roster by the employer and where practicable shall be made available to the employee's inspection at (2) two weekly intervals.

The Council reserves the right to vary duty rosters according to the needs of the pool facility. In this circumstance it shall be the responsibility of the employer to provide the employee with as much notification as possible.

Wherever practicable, employees whose hours of work are rostered shall have (2) two consecutive days off duty within each week.

39.3 Special Allowances

A waged employee who is instructed by a pool manager to be in charge of a swimming pool complex shall be paid \$2.50 per hour additional whilst continuing to be in charge. This allowance is not payable to employees who are appointed as team leader or shift supervisor. Salaried employees shall not be entitled to this payment.

39.4 General Provisions

Uniform laundering is the responsibility of the employee.

Pool staff shall be provided with suitable facilities to store and change their clothes.

CLAUSE 40 - DRIVERS' RESPONSIBILITIES

It shall be the duty of drivers of Council's vehicles to ensure that they comply with traffic laws and Hutt City Council vehicle policies whilst driving on the Council's business.

Council will accept no responsibility for any fine or any costs imposed by the Court.

If an employee receives a summons or an offence notice or conviction, in relation to the use of a motor vehicle he/she should immediately inform their manager and Director.

Employees who are required to drive as part of their role must report any loss of licence to their Manager and to People and Capability in writing. Loss of licence in this instance may result in termination of employment.

CLAUSE 41 - AUTHORITY TO DRIVE

Only those employees who have authority to drive a Council vehicle and who hold a current driver's licence for the class of vehicle concerned may drive a Council vehicle.

The vehicles may be used only for the business of Council. Vehicles may only be taken home when permission has been granted by Council and in terms of Council's vehicle policy, which shall be made available at the employee's request.

It shall be a requirement that any medical condition be reported if it is likely to inhibit an employee's ability to carry out driving work.

Where necessary Council may direct the employee to undertake an approved driver training course at Council's expense. Time spent at such a course shall be paid as time worked in accordance with the provisions of this agreement.

PART 7 - PROVISIONS FOR UNION REPRESENTATION

The parties:

1. Acknowledge the functions that the elected staff delegate/representative may from time to time be required to perform; and
2. Remain aware that the primary function for elected staff delegates/representatives is the duties and tasks for which they are employed.

CLAUSE 42 - EMPLOYMENT RELATIONS EDUCATION LEAVE

Employment relations education leave (EREL) shall be allocated and granted in accordance with the Employment Relations Act. In the event of any repeal or reduction in entitlement of the EREL provisions in the Act, Hutt City Council will provide up to nine days paid EREL per annum in total for delegate training, to be allocated amongst members and taken in accordance with the provisions in the Act. EREL can be taken either for courses approved in accordance with the Employment Relations Act, or for courses mutually approved by Hutt City Council and the union in question.

CLAUSE 43 - COMMITTEE OF DELEGATES/EMPLOYEE REPRESENTATIVE

- (i) The employer recognises that the unions (including their delegates and organisers) represent the collective and individual interests of their members. Union delegates are the recognised representatives of union members within the Council.

- (ii) The elected staff delegate/representative will, when required to carry out related functions, ensure that before absenting themselves from their normal allotted duties they:
- (a) Notify their manager; and
 - (b) Obtain consent for that particular purpose. Such consent will not be withheld unreasonably.

CLAUSE 44 - DEDUCTION OF EMPLOYEES' MEMBERSHIP SUBSCRIPTIONS

- (i) Council shall deduct union fees and other payments for all members covered by this agreement from the date authorisation to deduct is received, under terms and conditions as provided herein. Such deductions and other payments authorised by employees shall be remitted by Council on a monthly basis to the appropriate Union. When remitting deductions the employer will provide an electronic deduction schedule which allows the union to account for whom and over which period, fees have been deducted. Where practicable, the employer will make arrangements to advise the union whenever deductions cease due to a member commencing a period of leave without pay, and to arrange for the recommencement of deductions when the member returns from a period of leave without pay.
- (ii) Notwithstanding the provisions of sub clause (i) of this clause Council shall deduct such additional amounts authorised in writing by the individual employee from his/her salary and remit same to the appropriate Union, initially from the first fortnightly salary due to the employee, on the receipt of the written authority and thereafter at regular monthly intervals.
- (iii) It shall be the responsibility of the appropriate Union to notify Council of the relevant subscriptions fixed by that Union.

CLAUSE 45 - RIGHT OF ACCESS

Council shall permit an employee's authorised representative access and entry to the Council's premises at any reasonable time when employees are employed to work on the premises with appropriate notification to the employer, and there interview any employee, but not so as to interfere unreasonably with the employers business.

CLAUSE 46 – UNION MEETINGS

During the term of this Agreement employees who are financial members of the Unions which are party to this Agreement shall be entitled to a total of four hours' leave without loss of ordinary pay per calendar year to attend meetings authorised by the Secretary of the Union provided that each of the following conditions is fulfilled:

Fourteen days notice of meetings shall be given; the date, time and place of the meeting to be given to the employer. In the case of an on-site meeting the time and date shall be agreed with the employer.

Work shall resume as soon as practicable after the meeting.

Only employees attending the meeting shall be entitled to payment. The Union shall supply satisfactory proof of an employee's attendance to the employer and will advise the time the meeting finished.

Sufficient numbers of Union members/employees shall be available on site during the meeting to enable essential work/services to continue.

The employer shall be entitled to make a rateable deduction from weekly/fortnightly wages/salaries for time lost in attending other stop-work meetings.

PART 8 - PROVISIONS RELATING TO MANAGEMENT OF CHANGE

CLAUSE 47 - CONSULTATION

In the case of a proposed change which could impact on the employees covered by this agreement, Council will consult with the unions and with potentially impacted employees. Consultation shall include Council providing relevant information, responding to queries, allowing time for the unions and employees to consider the information and respond, and considering any submissions or alternatives proposed by the unions or employees, prior to making any final decisions as to changes which could result in the disestablishment of any positions. The unions and / or staff may wish to propose alternatives, comment on processes, time frames or outcomes. Feedback may be provided individually or on a collective basis.

The parties will endeavour to reach agreement on the process for managing changes arising; it is recognised that the employer has the responsibility for making the final decision.

CLAUSE 48 - NOTIFICATION OF DECISION

At the completion of the process of consultation Council will advise the union(s) representing affected employees of the final decision prior to advising affected employees. The union(s) will treat this as confidential until the employer has advised the affected staff.

CLAUSE 49 - SELECTION

- (i) Where there is a reduction in positions due to the restructure, but the positions are not significantly changed, selection of staff shall be on the basis of the person/s best suited to the position/s, and appointments made from within the pool of candidates in the affected area.
- (iii) Unsuccessful candidates will be dealt with as surplus staff under the provisions of the subsequent clauses.

CLAUSE 50 - REDEPLOYMENT

- (i) Redeployment occurs when employees whose positions are disestablished are placed in alternative jobs within Council.
- (ii) Council will identify vacancies so that a matching process can be undertaken for staff whose positions are disestablished in consultation with the appropriate union/s.
- (iii) Council shall endeavour to redeploy staff whose positions are disestablished to other work within Council which is suited to their skills and experience.
- (iv) The offer of any redeployment shall be in writing and shall include information on the location, the remuneration and working conditions applicable to the position and the job description.
- (v) (a) An employee who declines an offer of redeployment into a **suitable position** shall be deemed to be terminated and will not be entitled to any of the provisions of this clause.
(b) A **suitable position** is one that has the same or overall no less favourable terms and conditions of employment, including remuneration, and is within the employee's skills, abilities and potential to be retrained (some training may be required).

A suitable position may have some change in duties but such changes shall be reasonable in the circumstances of the employee's skills and abilities.

A suitable position may involve a change to the timing of hours of work but not to such an

extent that the change is both fundamental and unreasonable (for example, from working all day shifts to working all evenings in an area with fixed hours of work).

A suitable position may involve a change in location but not to such an extent that it would cause unreasonable hardship to an employee.

This definition shall apply wherever the words 'suitable position' appears in this clause.

- (vi) Where an **alternative position** is offered which is not a suitable position as defined above the employee shall be entitled to decline the offer without forfeiting their entitlement to redundancy compensation.
- (vii) Should the employee accept the offer of an alternative position made under sub clause (vi) of this clause Council and the employee shall be entitled to review this during the first six weeks of the employee taking up the new position. If the match of the new position and the employee is not working for either the staff member or Council, either party shall have the right to end the arrangement if good and sufficient reason exists. Where the arrangement ceases during this period the employee shall be entitled to redundancy compensation under this clause.
- (viii) All existing accrued service related entitlements, e.g. annual leave, sick leave, long service leave, etc will be carried into the alternative position.
- (ix) The relevant conditions of employment of the position being filled will apply.
- (x) If the remuneration applying to the new position is less than that which applied to the employee's former position Council shall pay an equalisation allowance equal to the difference between the employee's new and former salary/wage rate. The equalisation allowance will be paid for a period of six months from the date of redeployment.
- (xi) Where an employee is redeployed Council will undertake to provide appropriate training relevant to the position.

CLAUSE 51 – REDUNDANCY NOTICE AND COMPENSATION

- (i) Redundancy is where the employee's employment is terminated by Council because the position filled by the employee is, or will become surplus to the needs of Council and no opportunities for redeployment exist.
- (ii) To minimise the period of uncertainty and stress following any announcement of disestablishment of positions, affected staff will be notified of their termination date as soon as practical.
- (iii) Employees who are made redundant shall be given not less than four weeks written notice of termination or payment in lieu of notice.
- (iv) An employee who finds an alternative position during the notice of termination period may, with the consent of Council, which shall not be unreasonably withheld, terminate their employment prior to the expiry of the period of notice without forfeiting their entitlement to redundancy compensation. In this instance no payment in lieu of any unexpired period of notice will be paid.
- (v) All redundancy compensation payments will be calculated from the date of termination.
- (vi) Payment to redundant employees shall be calculated in accordance with the following table:

Upon completion of 1 year	4 weeks pay
Each subsequent year to a maximum of 25 years	2 weeks per year
Part years of service are pro-rated	

- (vii) Only current continuous service with Council will count as service in this clause.
- (viii) Weekly redundancy compensation payments shall be calculated on the basis of the staff member's average weekly earnings for the 12 month period prior to termination, or since commencement of employment if less than 12 months, or at the ordinary pay applicable at the date of termination, whichever is the greater.
- (ix) (a) Where an employee has been off work for a prolonged period of approved absence or ACC or parental leave or sick leave during the 12 month period prior to the redundancy notice being given, then redundancy compensation shall be calculated on the basis of average weekly earnings for the period actually worked, or ordinary pay at the date of termination, whichever is the higher.
- (b) In the case where an employee is on approved absence for more than 12 months and is on such leave when declared redundant, the redundancy compensation shall be calculated on the average weekly earnings for the 12 months prior to commencing the leave of absence. For the purpose of this paragraph, service with Council shall exclude such periods of absence that exceed six months, unless the employee was on parental leave or military service.

Example:

An employee was absent on parental leave for six months, and earned \$26,000 for the remaining six months of the 12 months prior to termination. Average weekly earnings for the period actually worked is calculated as:

$$\frac{\$26,000}{26 \text{ weeks}} = \$1,000 \text{ per week}$$

This average is compared with the employee's ordinary pay at date of termination and the higher amount is the basis for redundancy compensation calculations.

- (x) Redundant employees who are members of the Council's administered superannuation scheme will be dealt with in accordance with any redundancy termination provisions in the scheme.
- (xi) An employee on approved absence, ACC, sick leave or parental leave who is given notice of redundancy shall be entitled to compensation for redundancy under the terms of this clause.
- (xii) Any long service leave to which an employee is entitled will be paid on termination.
- (xiii) For the avoidance of doubt, redundancy compensation is not payable where:
- (a) an employee is offered redeployment into a **suitable position**, whether the employee accepts the offer or not
- (b) an employee accepts redeployment into an **alternative position**
- (c) an employee is offered redeployment into a **suitable position** with a new employer, in the event that the work the employee does is being contracted out to or transferred to that new employer, whether the employee accepts the offer or not.

CLAUSE 52 - SUPPORT

(i) Support services

Council recognises that a restructuring/redundancy situation in any organisation can be a difficult and unsettling time. To help affected employees Council will provide support services throughout the transition.

(ii) Interviews

All employees who have been given notice of redundancy will be given reasonable opportunity to attend interviews for alternative employment without loss of pay provided they obtain the prior consent of Council, which consent shall not be unreasonably withheld.

(iii) Certificates of service

All employees having their employment with Council terminated as a result of redundancy may request a Certificate of Service to that effect. Verbal personal referees may be arranged on an individual basis.

CLAUSE 53 - MISCELLANEOUS ISSUES

(i) Estate Provision

Any employee who becomes deceased after being given notice of redundancy shall have paid into their estate the redundancy entitlement to which they would have been due.

(ii) Limitations

No payment of redundancy compensation under either sub clause 51(vi) or 54(f) will be paid that exceeds the amount that would normally be payable as gross salary or wages and gratuity to an employee, from the date of becoming redundant to the date an employee has given notice that they will resign or retire.

(iii) Exclusions

An employee shall not be eligible to receive redundancy compensation if they:

- (a) Are employed on a casual, temporary or seasonal basis or for a specified period of time (including fixed term agreement).
- (b) Are offered alternative employment in accordance with clause 51(xiii).

CLAUSE 54 - EMPLOYEE PROTECTION PROVISION

This provision and the relevant parts of Part 8 of this agreement are intended to meet the requirements of the Employment Relations Act for collective agreements to contain an employee protection clause recording the parties intentions in any situation where continuity of employment may be affected if the employer's business is restructured. Where Council is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:

- (a) Where practicable, the employee will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
- (b) If Council decides to proceed with the proposed restructure, it will negotiate with the new

contractor/service provider (the "new employer") with a view to endeavouring to have the new employer offer the employee employment into a suitable position (see clause 50(v)(b)). The employee will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.

- (c) The employee is entitled to choose whether or not to accept employment with the new employer. In the event that the new employer offers the employee employment in a suitable position (see clause 50(v)(b)), no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to one month's notice of termination of employment with Council (which is not in addition to any other notice period specified within this agreement).
- (d) In the event that the new employer is not prepared to offer the employee employment in terms of clause (b) above, or offers employment on lesser terms and conditions and/or without recognition of the employee's service, the employee will receive one month's notice of termination (which is not in addition to any other notice period specified in this agreement) and will receive redundancy compensation, unless one of the exceptions specified in sub clause 51(xiii) or 53(iii) applies.
- (e) If the employee's employment will end by reason of redundancy, the employee is entitled to approach Council, either individually or as part of a group, and/or with a representative at the employee's election, to discuss other ways in which the employee feels Council may be of assistance during the notice period (e.g. time off for interviews, EAP services, assistance with CV preparation and outplacement).
- (f) In the event that the new employer offers employment but the offer is not to a suitable position as defined in clause 50(v)(b), and the employee accepts such offer, the employee will not be eligible for redundancy compensation under Clause 51(vi) of this clause but will be entitled to a compensatory payment calculated on the basis of one week's salary/wages for each complete year of current continuous service with Council up to a maximum of 20 year's service. For employees with less than one year of service the payment shall be half a week's salary/wage. The compensatory payment will be calculated on the same basis as specified in clause 5i(vi) for a redundancy payment.

PART 9 – RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

CLAUSE 55 – PREAMBLE

Council aims to provide a fair workplace for employees. At times employees may have concerns about their employment and how they are being treated. In such instances, it is Council's aim to resolve matters as close to the source as possible. Employees should bring any employment relationship problems to the attention of their Team Leader/Manager, head of business unit, Director or People and Capability.

If the matter is unable to be solved internally within the Council employees can contact the Wellington Office, Ministry of Business Innovation and Employment Mediation Services for assistance. Employees can be assisted by their union; PSA can be contacted at freephone 0508 367 772 or at www.psa.org.nz and AWUNZ can be contacted at awunz.nz. The services available for resolving employment relationship problems are described below.

CLAUSE 56 – WHAT IS AN EMPLOYMENT RELATIONSHIP PROBLEM

An employment relationship problem is a personal grievance, dispute or other problem relating to an employee's employment relationship with Council.

It does not include any problem with the fixing of new terms for employment.

Listed below are examples of employment relationship problems:

- an employee thinks they have been treated unfairly;
- a personal grievance;
- a breach of the employment agreement;
- a dispute over the interpretation, application or operation of the employment agreement;
- unfair bargaining for an individual employment agreement;
- questions about the employment relationship i.e.: employee or an independent contractor;
- a disagreement about arrears of wages or holiday pay, etc;
- not being allowed to attend union meetings or take employment related education leave; or
- getting a warning, or being dismissed.

CLAUSE 57 – WHO CAN HELP WITH AN EMPLOYMENT RELATIONSHIP PROBLEM?

To help solve employment relationship problems employees can contact:

1. Within the workplace
 - Manager or their manager's manager;
 - People and Capability;
 - Union delegate.
2. Outside the workplace

The Ministry of Business Innovation and Employment ("Ministry") offers free information and has a free mediation service, which provides assistance in working together and resolving the problem.

 - The PSA, AWUNZ or an advocate
 - A lawyer.

CLAUSE 58 – WHAT IS A PERSONAL GRIEVANCE

A personal grievance means any grievance that an employee has against Council because of a claim that:

- An employee has been unjustifiably dismissed;
- An employee has been disadvantaged by an unjustifiable action Council has taken;
- an employee is discriminated against in their job;
- an employee is sexually harassed in their job;
- an employee is racially harassed in their job; or
- an employee has been pressured in their job because of their membership or non-membership of a union or employees' organisation.

CLAUSE 59 – WHAT CAN AN EMPLOYEE DO IF THEY HAVE A PERSONAL GRIEVANCE?

- To raise a personal grievance, an employee should make Council aware of the problem and that they wish to take a personal grievance within 90 days of the personal grievance arising.
- A personal grievance that is raised out of time will not be considered, unless:
- Council consents to the employee raising the personal grievance after 90 days; or
- An employee successfully applies to the Employment Relations Authority ("Authority") for leave to raise the personal grievance after 90 days.
- An employee has three years after raising the personal grievance to bring any action arising from it to the Authority or the Employment Court ("Court").

CLAUSE 60 – MEDIATION SERVICES

If Council cannot resolve an employee's employment relationship problem then either or both may request help from the Ministry.

The Ministry provides mediation services, which may include:

- information about rights and obligations;
- information about services;
- assistance in resolving problems; and
- fixing new terms of employment.

CLAUSE 61 – PROBLEMS NOT RESOLVED AT MEDIATION

If the problem cannot be resolved at mediation an employee may refer it to the Employment Relations Authority if the problem is something the Authority can make a decision about.

CLAUSE 62 - SIGNATORIES

Signed on behalf of the parties



.....
Authorised Representative
Hutt City Council



.....
Authorised Representative
The PSA



.....
Authorised Representative
The Amalgamated Workers Union New Zealand Inc

Dated this 25th day of July 2023 at Lower Hutt

Appendix A - GRANDPARENTED PROVISIONS

2012 Protected Provisions

The following employees are entitled to additional terms and conditions of employment (retiring leave and grants and long service leave) provided they remain in current continuous service with Hutt City Council. The additional terms and conditions of employment are recorded in a letter dated 14 May 2012.

Section 7(2)(a)
of LGOIMA

First Aid Allowance

The following employees are entitled to a first aid allowance provided they remain in current continuous service with Hutt City Council and their first aid certification remains current at all times. The allowance entitlement is as set out in the 22.3.18 collective agreement and as recorded in a letter to each entitled employee as at 16 March 2020.

Section 7(2)(a)
of LGOIMA

VARIATION TO

COLLECTIVE AGREEMENT BETWEEN HUTT CITY COUNCIL, PUBLIC SERVICE ASSOCIATION (PSA) AND AMALGAMATED WORKERS UNION NEW ZEALAND INC (AWUNZ)

commenced 25 July 2023

The parties hereby agree to the following variations to the collective agreement:

17. Remuneration

Delete (ix) and replace with the following:

PSA and AWUNZ members will receive a minimum of 4% pay increase in the July 2024 pay round, **except** for the following:

- Employees who commenced employment with HCC on or after 1 January 2024
- Employees who have had their remuneration reviewed on or after 1 January 2024
- Employees on extended leave at the time of the pay round (except in the case of parental leave)
- Employees employed on a fixed term basis for a term of less than 12 months
- Employees employed on a casual basis
- Employees who are not performing adequately
- Employees who are not consistently demonstrating behaviours which align with HCC values
- Employees who are paid above the market for their role (position in range of 105% or more).

This increase applies to the July 2024 pay round only.

Add new (x):

The Council undertakes that no employee employed in a permanent or fixed term role covered by the collective agreement will be paid less than the 2024 Living Wage from 1 July 2024. Casual employees shall receive the Living Wage as at 1 September 2024.

Signed: Jo Miller Date: 14-04-2024

Jo Miller
Chief Executive
Hutt City Council

Signed: Ashok Jacob Date: 12/04/24

Ashok Jacob
Organiser
Public Service Association

Signed: Kim Ellis Date: 08.04.2024

Kim Ellis
Organiser
Amalgamated Workers Union New Zealand Inc

RELEASED UNDER THE LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987

2024 JobWise Grades

Below are details of the pay grade and range information that are effective from May 2024 (based on SP March 24 data):

Local Government (LG) Market:

Pay Grade	Range Minimum (80%)	2024 Midpoint	Range Maximum (120%)
7	\$57,977.00	\$54,800.00	\$65,760.00
8	\$57,977.00	\$58,600.00	\$70,320.00
9	\$57,977.00	\$62,500.00	\$75,000.00
10	\$57,977.00	\$66,800.00	\$80,160.00
11	\$57,977.00	\$71,300.00	\$85,560.00
12	\$61,200.00	\$76,500.00	\$91,800.00
13	\$65,440.00	\$81,800.00	\$98,160.00
14	\$70,560.00	\$88,200.00	\$105,840.00
15	\$75,440.00	\$94,300.00	\$113,160.00
16	\$81,440.00	\$101,800.00	\$122,160.00
17	\$87,760.00	\$109,700.00	\$131,640.00
18	\$94,000.00	\$117,500.00	\$141,000.00
19	\$100,960.00	\$126,200.00	\$151,440.00
20	\$108,480.00	\$135,600.00	\$162,720.00

General Market (GM):

Pay Grade	Range Minimum (80%)	2024 Midpoint	Range Maximum (120%)
7	\$57,977.00	\$57,200.00	\$68,640.00
8	\$57,977.00	\$60,800.00	\$72,960.00
9	\$57,977.00	\$64,400.00	\$77,280.00
10	\$57,977.00	\$68,400.00	\$82,080.00
11	\$58,080.00	\$72,600.00	\$87,120.00
12	\$62,480.00	\$78,100.00	\$93,720.00
13	\$66,880.00	\$83,600.00	\$100,320.00
14	\$72,160.00	\$90,200.00	\$108,240.00
15	\$77,440.00	\$96,800.00	\$116,160.00
16	\$84,480.00	\$105,600.00	\$126,720.00
17	\$91,920.00	\$114,900.00	\$137,880.00
18	\$99,200.00	\$124,000.00	\$148,800.00
19	\$107,360.00	\$134,200.00	\$161,040.00
20	\$116,240.00	\$145,300.00	\$174,360.00

*Highlighted cells amended to meet the Sept 2024 Living Wage rate of \$27.80 per hour, which is council's minimum rate of pay