



 **Environment  
Canterbury**  
Regional Council  
*Kaunihera Taiao ki Waitaha*

## **Catchment Employees Collective Agreement**



**Amalgamated Workers Union  
New Zealand Southern  
Incorporated**

**Super Benefits from a Super Union**

**1 July 2017 – 30 June 2018**

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## 1. COVERAGE CLAUSE

### APPLICATION OF AGREEMENT

- 1.1 The parties to this Agreement are the –
- (a) Employer: Chief Executive of the Canterbury Regional Council ("*Environment Canterbury*" is the promotional name of the "*Canterbury Regional Council*".)
  - (b) Union party: Amalgamated Workers Union New Zealand Southern (Inc)
- 1.2 This Collective Agreement shall apply to all Labourers, Operators, Working Forepersons and Storepersons/yard assistants, who are members of the Amalgamated Workers Union New Zealand Southern (Inc) working within the Catchment Works and property areas within Environment Canterbury (The employee).
- 1.3 The employer and an individual employee or his/her representative may agree to alter any conditions in this Agreement applying to that individual employee.
- 1.4 This Agreement cancels and replaces all current and previous Contracts/Agreements and other conditions or arrangements between Environment Canterbury and those employees covered by this contract.
- 1.5 Notwithstanding any provisions of this Agreement, the minimum conditions of the following statutes shall apply:
- Equal Pay Act 1987
  - Holidays Act 2003 and its Amendments
  - Minimum Wage Act 1983
  - Parental Leave and Employment Protection Act 1987
  - Employment Relations Act 2000 and Amendments
  - Health and Safety at Work Act 2015
- 1.6 The Employee is bound by the Environment Canterbury Corporate Policies and Code of Conduct which are available on the organisational intranet. These policies may change from time to time. However, any changes to existing policies or proposed new policies will be discussed with staff prior to implementation.

The Code of Conduct sets out standard of integrity and conduct appropriate to all employees at all times.

## 2. DEFINITIONS

- 2.1 "**The Council**" means the Chief Executive Officer of Environment Canterbury, or Environment Canterbury as appropriate.
- 2.2 "**Employee Representative**" or "**Union**" means The Amalgamated Workers Union New Zealand Southern (Inc).



### 3. HOURS OF WORK

- 3.1 Except as specifically provided for elsewhere in this Agreement 40 hours shall constitute an ordinary week and 8 hours an ordinary day. Time worked beyond the designated hours of work 6am – 6pm Monday – Friday shall be by mutual agreement between the employer and employee.
- 3.2 Any of the provisions as to clock hours or days of work may be varied in respect of any particular class of work by mutual arrangement between the employer and the employee.
- 3.3 Employees shall not be required to work longer than five hours without an interval for a meal.
- 3.4 An interval of ten minutes for tea breaks shall be allowed each morning and afternoon without loss of pay.
- 3.5
- (i) When overtime is worked relating to clause 4.4 (a), (b) and 6.3, it shall be where ever practicable, so arranged, that an employee has at least 9 consecutive hours off duty between work on successive days.
  - (ii) The provision of clause 3.5 shall not apply to Employees who have done “*call out*” work unless the hours worked for such “*call outs*” are in excess of 2 hours.

### 4. OVERTIME

- 4.1 Time worked in excess of 40 hours per pay week or 8 hours per day, Monday to Friday shall be deemed overtime.

Except as provided in 4.3 and 4.4 below overtime will be paid at ordinary time rates.

Employees called out after they cease work or on a Saturday or Sunday shall be paid a minimum of three hours.

- 4.2 When overtime and additional hours of work are available, reasonable notice shall be given to the employee, and wherever possible the period of notice shall not be less than eight hours.

- 4.3 It is intended that the current practice of working an average 8.5 hour working day will be retained.

Such hours worked between Monday and Friday shall be paid at ordinary time rates. Such time worked on Saturday or Sunday shall be paid at one and a half times the ordinary time rate.

- 4.4 Overtime worked between the hours of 6pm and 6am for the purposes of:

- (a) Flood patrol
- (b) Emergency flood repair works during a flood event

Shall be paid at one and a half times the ordinary time rate.

- 4.5 No worker shall have their paid hours per week reduced by the allocation to shifts made during an emergency.



4.6 Except where the country work provisions apply an employee shall be supplied with a suitable meal or a payment of \$12.59 from 1 July 2017 until 30 June 2018 in the following circumstances:

- (i) Where the employee works more than ten hours on any day.
- (ii) For every four hours that work continues beyond ten hours on such days.

## 5. WAGES

5.1 The ordinary hourly rates of pay will be in accordance with the scale below. Where the new grade description does not fit a grading existing prior to this agreement, the employee will continue to be paid on the higher grade.

<b>Grade</b>	<b>Entry level rates \$ per hour From 1 July 2017 to 30 June 2018</b>
<b>Trainee</b>	<b>\$20.75</b>

Training grade movement to skilled worker / operator will take place once each employee has satisfactorily completed the training required, see Appendix 1.

### **Skilled Worker/Operator**

Level 1	\$21.75
Level 2	\$22.25
Merit Level 1	\$22.75
Merit Level 2	\$23.25
Merit Level 3	\$23.75
<b>Foreman</b>	<b>\$26.10</b>
F1	\$26.60
F2	\$27.10
F3	\$27.60

An employee on Merit Level 3 or F3 may be eligible for a one-off performance based payment for exceeding expectations in any performance year.

Note: Foreman is an appointed position.

## 5.2 MOVEMENT BETWEEN GRADES

Movement from Skilled Worker/Operator Level 1 to Level 2 shall be upon satisfactory completion of training/acquisition of skills but shall not be considered until the worker has completed 12 months on-the-job experience at Skilled Worker/Operator Level 1.

Merit level 1, 2 and 3 are merit payments as determined by Environment Canterbury annually and shall be effective from 1 July.

A worker may appeal their gradings to the Chief Executive following this evaluation as provided in Council policy.



## 6. SPECIAL PAYMENTS

- 6.1 Employees on Skilled Worker/Operator Level 2 and above, specifically placed in charge of one or more other workers by the overseer or supervisor, shall be paid a responsibility allowance of \$20.99 per day from 1 July 2017 to 30 June 2018.

In charge means responsible for daily site access and public relations, resources, safety, time keeping, productivity and record keeping.

- 6.2 Deductions may be made from the wages of any employee for time lost through that employee's own default, sickness, accident or at the employee's own request.

- 6.3 (i) All time spent firefighting (excluding training) shall be paid at ordinary time and attract an allowance of \$10.65 per hour.  
(ii) Once per event a \$5.33 allowance will be paid for cleaning of clothes worn firefighting.

## 7. STATUTORY HOLIDAYS

- 7.1 The provisions of the Holidays Act 2003 and its amendments shall apply.

- 7.2 An employee who works on any of the statutory holidays as defined in the Holidays Act 2003 shall be paid at ordinary time for the time worked (minimum 3 hours) in addition to the payment for the day and an alternative day in lieu of the holiday shall be granted

## 8. ANNUAL HOLIDAYS

- 8.1 The provisions of the Holidays Act 2003 and its amendments shall apply. If the minimum provisions of this Act shall change during the term of this agreement, such changes shall be incorporated into this document at the time the legislation becomes effective.

- 8.1.1 Those employees who have completed six years of service shall, from the commencement of the seventh year accrue leave at the rate of 5 weeks per annum.

- 8.1.2 Annual leave shall be taken in accordance with the Council's Leave Policy.

- 8.2 Employees can apply to purchase additional leave under the Leave Policy.

## 9. SICK LEAVE

- 9.1 Each employee shall be entitled to five working days sick leave on full pay for each completed six months of service. Service shall be continuous with the Council and the sick leave entitlement shall be cumulative. Sick leave shall be administered in accordance with Environment Canterbury's Leave Policy. These provisions incorporate the minimum requirements of the Holidays Act 2003.

- 9.2 An employee who suffers an injury for which a payment is received from the Accident Compensation Corporation shall be entitled to a reimbursement from the Council in accordance with the relevant policy.



## 10. BEREAVEMENT LEAVE

Each employee shall after completion of six months service be entitled to bereavement leave on full pay.

Bereavement leave is subject to the following conditions.

- (i) Where the employee has a bereavement because of the death of a parent, spouse's parent, spouse<sup>1</sup>, child, brother or sister, brother or sister-in-law, son or daughter-in-law, grandchild or grandparent, bereavement leave of three working days will be granted.
- (ii) One day of paid bereavement leave may be granted if the employee has a bereavement because of the death of anyone else who the Chief Executive accepts the employee had a close association with and/or had significant responsibility for funeral arrangements and/or any cultural responsibilities in relation to the death.

Bereavement leave shall be administered in accordance with Leave Policy. These provisions incorporate the minimum provisions of the Holidays Act 2003.

## 11. PAYMENT OF WAGES

- 11.1 All wages shall be paid by direct credit through the employee's nominated bank account.
- 11.2 Each employee shall be supplied with a wages statement giving sufficient information to allow him to properly check his wages.
- 11.3 Where an employee complies with the notice requirement within this Agreement relating to termination of employment with his employer, or is dismissed, the employer shall pay all monies owing to that employee when that employee ceases duties.

Where an employee does not comply with the notice of termination of employment requirement of this Agreement, the employer shall pay all monies owing to that employee as soon as practicable after the employer has been notified that the employee has ceased or intends to cease employment, but in any event not later than two working days after the employment has terminated.

## 12. TERMINATION OF ENGAGEMENT

In the case of weekly employees, one week's notice on either side shall terminate the engagement. In the case of casual employees 8 hours' notice on either side shall terminate the engagement. Where either the employer or the employee terminates the engagement without the requisite notice, one weeks or eight hours wages as the case may be shall be paid or forfeited by the party who fails to give notice, provided that nothing in this clause shall prevent the summary termination of the employment for misconduct.

Where an employee absents himself/herself from work for a continuous period exceeding five working days without the consent of the employer or without

<sup>1</sup> As per the Holidays Act 2003 as Spouse:

"..in relation to an employee, means—

(a) the husband or wife of the employee; or

(b) the de facto partner of the employee (whether that partner is of the same or different sex)."



notification to the employer or without good cause for not notifying the employer he/she shall be deemed to have terminated his/her employment. The employer shall make reasonable efforts to contact the employee prior to the employee being terminated.

### **13. SUSPENSION**

Environment Canterbury, after discussing the matter of suspension with the employee, may suspend the employee on pay:

- (i) While investigating an allegation of misconduct by the employee, or any other breach of this Agreement; or
- (ii) Where, because of a condition, illness or injury, Environment Canterbury believes that the employee may constitute a hazard or be likely to cause harm to the employee or to others.

### **14. TOOLS AND PROTECTIVE CLOTHING**

- 14.1 All tools shall be supplied and kept in proper order by the employer. Workers will be responsible to ensure that all tools used are treated with proper care.
- 14.2 The employer shall supply suitable wet weather clothing to workers when they are required to work in wet weather. Employees using waterproof clothing shall be held responsible for any loss or damage due to wilful destruction or neglect.
- 14.3 The employer shall provide special protective clothing appropriate to the work being undertaken or materials handled as and when required and shall be treated with proper care by the employee.
- 14.4 Staff employed under this Agreement will be supplied with boots, overalls, sun protection and thermal clothing as outlined in the relevant policy and its amendments.
- 14.5 Employees shall return all Environment Canterbury property immediately on termination, including access cards, clothing, equipment and files.

### **15. TRAVELLING PROVISIONS**

- 15.1 All employees are required to commence work at the depot or their recognised work base.

If an employee is required to commence work temporarily at any other location, the Council shall meet the reasonable and actual cost of transport by either providing a council vehicle or reimbursement at public service scale rates. Travel time shall be paid for at ordinary time rates.

### **16. COUNTRY WORK**

Employees when required in connection with their employment to be absent from their home town overnight shall be provided with suitable accommodation and, in addition, shall be paid the sum for incidental expenses in accordance with the Travelling on Council Business Policy.





The employer, shall pay the reasonable and actual costs of all meals which are required for the duration of such trips in accordance with the Travelling on Council Business Policy

Where suitable accommodation is not available, reimbursement for camping shall be in accordance with the Travelling on Council Business Policy.

Travel time shall count as time worked and shall be paid as ordinary time.

## **17. REDUNDANCY**

The Employer shall consult with affected employees and their authorised representatives concerning any pending redundancy situation prior to issuing notice of termination.

Affected workers will be given a minimum of four weeks' notice of termination of their employment or the employer shall pay four weeks' pay in lieu of notice.

- (a) All employees having their employment with the Council terminated as a result of redundancy will be issued a certificate of service to that effect. Personal references must be arranged on an individual basis.
- (b) All redundancy compensation will be calculated at the date of termination.
- (c) Compensation payments shall be calculated on the basis of the employee's average gross weekly earnings for the 12 month period prior to termination or since commencement of employment if less than 12 months, or at the ordinary time rates applicable at the date of termination whichever is the greater.

### **17.1 COMPENSATION PAYMENT SCHEDULE**

Redundancy compensation shall be calculated on the following basis:

- six weeks' remuneration;
- two weeks' remuneration for the first year of continuous service;
- thereafter for each completed year of service, or part thereof, two weeks' remuneration.

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

### **17.3 EMPLOYEE PROTECTION**

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

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

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

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

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

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

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

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

17.4 All fixed term positions that are covered by the coverage clause of the Collective and who could join the Collective will, from 1<sup>st</sup> July 2014 onwards, not be eligible for redundancy compensation.

## **18. CONTINUITY**

For the purposes of this Agreement, continuity of current continuous service shall not be deemed to be broken where the employee is transferred within the Council or to another Local Authority provided that the employee is offered the same or similar employment, and in these circumstances the employee shall not be deemed redundant.

## **19. HEALTH AND SAFETY**

The provisions of the Health and Safety at Work Act 2015 shall apply and be displayed on appropriate notice boards.

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## **20. ACCOMMODATION**

- 20.1 At all depots the employer shall provide accommodation facilities to the satisfaction of the appropriate authority for employees to wash, change and dry their clothes and have their meals, and means for providing boiling water for washing and for meal times and refreshment respite.
- 20.2 No tools or equipment, etc., shall be stored in the accommodation provided, which shall be kept clean by the employer.

## **21. ACCIDENTS**

A first aid emergency kit shall be kept by the employer in a convenient and accessible place in every place where the Inspector of Factories shall deem necessary. A first aid emergency kit, approved by the Inspector of Factories shall be attached to each vehicle.

## **22. VARIATION**

Any or all of the provisions of this agreement may be varied by agreement between the parties and 75% of the employees affected. Any such variation will be committed to writing and signed by the parties and employees affected. It is the intention of the parties to this agreement that the union party will not veto a variation agreed to by 75% of the affected employees.

## **23. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

### **23.1 DEFINITIONS**

- (i) Employment Relationship Problem includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.
- (ii) Personal Grievance means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.
- (iii) Dispute means a dispute about the interpretation, application or operation of an employment agreement.

### **23.2 RAISING A PERSONAL GRIEVANCE OR OTHER PROBLEM**

- (i) If the employee considers he/she has a personal grievance the employee must raise the grievance with the employer by making the employer aware of the personal grievance that the employee wants to have addressed.
- (ii) The employee must raise the personal grievance within 90 days after the action complained of, or the date the employee became aware of it, unless there are exceptional circumstances.



- (iii) For any other employment relationship problem, the employee should advise the employer of the existence and nature of the problem, as soon as practicable and that the employee wants something done about it.

### **23.3 PROCEDURE – ALL EMPLOYMENT RELATIONSHIP PROBLEMS (INCLUDING PERSONAL GRIEVANCE)**

- (i) If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the Ministry of Business, Innovation and Employment who may provide mediation services.
- (ii) If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

## **24. MEDICAL ASSESSMENT AND TERMINATION FOR INCAPACITY**

Environment Canterbury may require a medical examination by a practitioner nominated by Environment Canterbury where:

- (i) The employee has been absent from work due to a condition, illness or injury, for the purpose of considering whether the employee is medically fit to return to work or able to properly perform the role; or
- (ii) At any other time Environment Canterbury has good reason to believe the employees physical and/or mental condition may prevent the employee from safely or properly performing the role.
- (iii) The employee agrees that the nominated practitioner responsible for the examination is authorised by the employee to provide the relevant result to Environment Canterbury of any such medical examination.
- (iv) Environment Canterbury shall meet the costs of the medical examination.
- (v) In the event of a refusal to attend an examination, Environment Canterbury will be entitled to make a decision in relation to the incapacity and its effects on the employment based on the information Environment Canterbury has available to it.
- (vi) If, having considered the medical evidence, Environment Canterbury considers that, the employee is not capable of the proper ongoing performance of the position's duties; it may terminate the employee's employment by giving notice as provided in this agreement.

## **25. UNION MATTERS**

- 25.1 The Council shall upon request by an employee deduct all employee union subscriptions, fortnightly from the wages of that employee and shall remit same to the Union at monthly intervals. The Council accepts no responsibility for any errors or omissions that might occur.
- 25.2 The Union shall, with the consent of the Council (such consent not to be unreasonably withheld), be entitled to enter the office or works at any reasonable times at the request of any employee who is a member of the Union party to this Agreement, but not so as to interfere with the Council's business.



- 25.3 The Union may hold up to two meetings per year of employees employed under this agreement. Any such meetings are to be held on days and times to be mutually agreed upon between the Union and the Council. Provided further that the Union shall give at least two weeks' notice of its intention to hold such a meeting. Such meetings shall be restricted to employees employed under this Agreement and payment for up to two hours attendance shall be made by the Council on production of satisfactory evidence of attendance. Any travel time will be at the employee's expense.
- 25.4 Depot delegates may be elected by the staff covered by this agreement. The maximum number of delegates will be five River workers and these will be evenly distributed between the works depots or on a geographic basis.
- 25.5 Delegates elected by the staff will be recognised by the employer and will be allowed up to 20 hours per year to deal with employment agreement related issues.

**Note: The provisions of this clause are to be read in conjunction with, and are not in addition to, the provisions of the Employment Relations Act 2000 and Amendments.**

## 26. CODE OF CONDUCT

Environment Canterbury is committed to facilitating sustainable development in the Canterbury Region. To enable us to carry out this work, all employees are expected to act with a spirit of service excellence and meet the high standards of conduct as outlined in the Code of Conduct.

## 27. TERM OF AGREEMENT

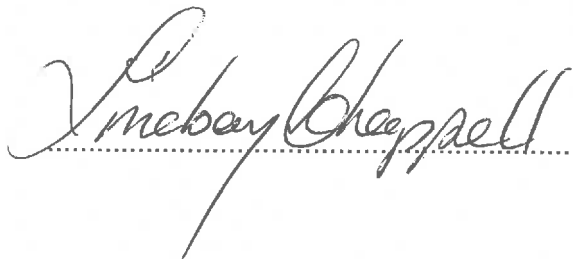
This Agreement shall come into force at the beginning of the pay period commencing on 1 July 2017 and shall continue for a period of 12 months until 30 June 2018.

For and on behalf of:  
The Chief Executive of the  
Canterbury Regional Council

  
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Date: 14 July 2017.....

For and on behalf of:  
The Amalgamated Workers Union  
New Zealand Southern (Inc)

  
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Date: 17 July 2017.....



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## APPENDIX 1

### Trainee

#### **Training requirements to progress to Skilled Worker/Operator Level 1**

Basic First Aid  
Off-road driving  
On-road driving  
Chainsaw unit standards 6916, 6917, 43  
Growsafe  
Water Safety

### Skilled Worker/Operator

#### Level 1 Skills

#### **Training/Skills required to progress to Level 2**

Tree felling  
Demonstrate safe work practices

#### Level 2 Skills

#### **Training/Skills required to be mastered at Level 2**

Public relations  
Local knowledge  
Problem solving  
Skills and licences appropriate to depot