



Environment Canterbury

Salaried Employees

Collective Agreement

1 July 2021 to 30 June 2022



Environment Canterbury Salaried Employees Collective Agreement

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Environment Canterbury Salaried Employees Collective Agreement

1. APPLICATION OF AGREEMENT

1.1 This is a collective agreement between the Canterbury Regional Council known as Environment Canterbury ("the Council") and the Public Service Association – Te Pūkenga Here Tikanga Mahi ("the union").

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

1.2 Diversity and inclusion

Vision - Ko tō mātou wawata ko te whakarangatira i te tuakiri ahurea - To have a working environment that supports an inclusive culture in which diversity is acknowledged and respected.

The Council's desire is to have, at all levels, a diverse blend of skills, experience, views, and attitudes gained from life's experiences and backgrounds. These include culture, race, gender, age, disability, religion, sexual orientation or otherwise.

1.3 Coverage

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

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

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

Such coverage shall not include:

- Directors
- ELT and SLT with direct reports
- Executive Assistant
- Executive Secretaries
- Human Resources Officer/Advisor
- Human Resources Administrator
- Principal Strategic Advisor to Chair
- Principal Strategic Advisor to Chief Executive
- Employees on fixed term agreements of 6 months or less in duration, or casual employees. A "fixed term agreement" is an agreement where the employment of the employee ends at the close of a specified date or period; or on the occurrence of a specified event; or at the conclusion of a specified project. The union shall be



advised if the aggregate of a series of fixed term agreements for an employee exceeds 12 months. A “casual employee” is an employee who is called in to work as required from time to time on either an hourly, daily or weekly basis without commitment from either party to a continuing employment relationship.

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

Equal Pay Act 1987
 Holidays Act 2003 (and amendments) Minimum Wage Act 1983
 Parental Leave and Employment Protection Act 1987 (and amendments)
 Employment Relations Act 2000 (and amendments)
 Health and Safety at Work Act 2015

- 1.5 Where reference is made in this agreement to the Canterbury Regional Council Policies, such policies will remain in force and unaltered for staff covered by this agreement until 30 June 2022 unless otherwise agreed between the parties to this agreement.

Where it is proposed that a new policy be introduced, before 30 June 2022, the Chief Executive shall first discuss the proposed new policy with staff and the union prior to implementation.

1.6 Eligibility to Work

The employee’s employment is conditional upon the employee holding and maintaining a legal right to work in New Zealand. It is the employee’s responsibility to ensure they complete any immigration requirements in a timely manner and keep the employer informed, including providing the employer with a copy of their renewed visa before their current visa expires.

By accepting the terms of this collective employment agreement members covered by the agreement declare “I have the right to work in New Zealand and understand that my ongoing employment is conditional upon me holding and retaining the appropriate eligibility to work under the Immigration Act 2009.

1.7 Code of Conduct

The code of conduct sets out standards of integrity and conduct appropriate to all employees at all times.

1.8 Metroinfo/Station Central

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

Clause 2- Hours of Work
 Clause 3 - Overtime

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

1.9 Variations

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

2. HOURS OF WORK



- 2.1 The normal hours of work for employees employed after 16th December 2014 shall be 8 hours per day, 40 hours per week to be worked between the hours of 7.30 am and 5.00 pm Monday to Friday inclusive.
- 2.2 For employees employed before 16th December 2014, the normal hours of work shall be 7½ hours per day, 37½ hours per week, to be worked between the hours of 8.30 am and 5.00 pm Monday to Friday inclusive. Employees covered by this subclause shall be entitled to remain on 37½ hours per week for the duration of their employment with the employer, unless otherwise mutually agreed. Provided that where an employee accepts another position within Environment Canterbury where the remuneration offered is less than 6.5% above the employee's current remuneration, that employee will retain a 37½ hour working week. Provided further that if an employee is redeployed into a different role as a result of restructuring initiated by the employer, they shall retain a 37½ hour working week.
- 2.3 Notwithstanding Clause 2.1 and 2.2 above flexible working hours are available between 7am and 6pm Monday to Friday or outside these hours in accordance with legislation and the Council's Policy. As part of this commitment, the parties will meet at least once every three months to examine the best practice for Environment Canterbury's flexible working arrangements.
- 2.4 The clock hours and days of work specified in clause 2.1 shall not apply to Regional Parks Rangers.
- 2.5 The organisation will provide staff with access to a variety of hot and cold beverages for consumption throughout the work day, for example tea, coffee and water.
- 2.6 Breaks**
- 2.6.1 Employees will be entitled to breaks as follows:
- (a) If an employee works between 2 – 4 hours, the employee will take one paid rest break of 15 minutes at morning or afternoon tea time.
 - (b) If an employee works between 4 – 6 hours, the employee will take one paid rest break of 15 minutes to be taken at morning tea or afternoon tea time, and one unpaid meal break to be taken at lunch time.
 - (c) If an employee works between 6 – 8 hours, the employee will take two paid rest breaks of 15 minutes each to be taken at morning and afternoon tea time, and one unpaid meal break, to be taken at lunch time.
 - (d) If an employee works between 8 – 10 hours, the employee will take two paid rest breaks of 15 minutes each at morning tea time and afternoon tea time and will take one unpaid meal break at lunch time.
 - (e) If an employee works between 10 – 12 hours, the employee will take three paid rest breaks of 15 minutes each at morning tea time, afternoon tea time, and in the evening, and will take one unpaid meal break at lunch time.
- Unpaid meal breaks shall be of one hour (reducible by mutual agreement to not less than 30 minutes).
- 2.6.2 Notwithstanding this agreement, the parties agree that the Council may amend the times when these breaks will be taken due to the Council's operational, customer, or client needs.

Officer



3. OVERTIME

- 3.1 Subject to the flexible working hours in Clause 2.3, where employees work in excess of the ordinary hours of work employees will be entitled to be paid overtime in accordance with the terms below.
- 3.2 All overtime worked will be by mutual agreement and must be authorised in advance by the employee's Supervisor/Manager.
- 3.3 Overtime rates:
- 3.3.1 For employees who are subject to Clauses 2.1 or 2.2 they will be paid
- (a) At ordinary rates for the first 2.5 hours of overtime worked; and
 - (b) Thereafter the employee will be paid time and a half of the employee's ordinary hourly rate.
- 3.3.2 Employees employed for less than 37.5 hours per week will be
- (a) Paid at ordinary time rates for any overtime worked up to 40 hours in any one week, and;
 - (b) Thereafter, the employee will be paid at time and a half of the employee's hourly rate.
- 3.3.3 Notwithstanding clauses 3.3.1 and 3.3.2, any employee who works more than 10 hours per day on any one day will be paid time and a half for all hours worked in excess of the 10 hours worked.
- 3.3.4 In lieu of the payment of overtime, by mutual agreement the employee may take overtime worked as time off in lieu subject to the following terms;
- (a) Each hour of overtime worked will entitle the employee to one hour time in lieu;
 - (b) Time in lieu must be taken within twelve weeks of that date it is approved, the available time in lieu will be noted on the subsequent time sheet, and in special circumstances time in lieu may be accumulated or deferred beyond this period with the written approval of the employee's Supervisor/Manager.
 - (c) Time off in lieu is to be taken at a time mutually agreed between the employee and the employee's Supervisor/Manager; and
 - (d) Where and employee does not take time in lieu within the period provided in 3.3.4 (b) for any reason, or an extension has not been approved, any accumulated time in lieu will be paid out at the employee's ordinary hourly rate.
- 3.4 Time in Lieu:
- 3.4.1 Any employee who is paid \$60,000 or more per annum will accumulate time in lieu for any additional hours worked instead of receiving payment.
- 3.4.2 Time in lieu will be taken as agreed between the employee and their Supervisor/Manager.
- 3.4.3 Where circumstances prevent the employee from taking the time in lieu within three months from the date the additional hours were worked, the employee may require a payment for the time in lieu, which will be paid at ordinary time rates.
- 3.4.4 Notwithstanding any other provisions in this clause, employees who commence employment after 29 September 2011 and who are paid remuneration at the level of Band 7 and above shall not be entitled to overtime or time in lieu. The salary paid compensates for any additional hours worked.

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- 3.5 On Call Allowance
- 3.5.1 Any employee required to be on call, and if called out will be paid:
- (a) for being on call;
 - (i) Where low impact, as determined by the employee's manager, a single daily payment equivalent to two time the hourly rate of the middle of the band of the on-call role (or the employee's hourly rate if normally employed in that role); or
 - (ii) Where high impact, as determined by the employee's manager, a single daily payment equivalent to three time the hourly rate of the middle of the band of the on-call role (or the employee's hourly rate if normally employed in that role); or
 - (b) in addition to the on-call payment, time and a half of the time an employee is called out, provided that the employee will be paid a minimum of three hours pay for any call out. Subject to agreement by the employer, time and a half to be paid or taken as time in lieu.
- 3.5.2 The rates provided in clause 3.5.1 will not apply to any employee engaged in fire-fighting duties.
- 3.5.3 The provisions in clause 3.5.1 will apply until the expiry of this agreement as provided in clause 12 or as otherwise amended by variation to the agreement, whichever occurs sooner.
- 4. REMUNERATION**
- 4.1 Remuneration Payable**
- 4.1.1 Salaries payable under this agreement shall be based on the band applicable to the position held by the employee; provided that the Chief Executive reserves the right to pay above the printed range. For clarity, "salaries" does not include overtime payments. Positions are noted in the Coverage clause 1.3..
- 4.1.2 No employees shall be paid less than the Band minimum amount for their pay Band unless in a developer scale, trainee, graduate or intern role.
- 4.1.3 The Council may employ staff from time to time in trainee, graduate or intern roles to enable the development of work skills. The pay rate for those roles shall be commensurate with the tasks performed.
- 4.1.4 The Council has developer scales for a limited number of specified roles. Any increase to all or any developer scale rates that is applied outside of this collective agreement by the Council effective 1st July 2021 will be inclusive of the negotiated % pay increase for PSA members as noted in 4.5.1, not in addition to it.
- 4.1.5 Commencing 1st July 2021 and annually on 1st July thereafter, employees will progress to at least 100% of the Middle of the Band for their position on the completion of three consecutive years:
- (a) Of employment in the same position; and
 - (b) Where there has been no formal Performance Management, Warning or Annual Performance rating of 'Under Achieving' during the previous 12 months.

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Band Remuneration Ranges Effective from 1st July 2021					
Band	Grade	Start Range	Middle	Top Range	100% rate subject to clause 4.1.5
9	Ranges based on individual roles				
8	Ranges based on individual roles				
7	Grade 18-19	\$ 95,594	\$ 112,464	\$ 129,333	\$ 112,464
6	Grade 16-17	\$ 81,724	\$ 96,146	\$ 110,568	\$ 96,146
5	Grade 14-15	\$ 69,239	\$ 81,457	\$ 93,676	\$ 81,457
4	Grade 12-13	\$ 59,145	\$ 69,583	\$ 80,020	\$ 69,583
3	Grade 10-11	\$ 50,679	\$ 59,622	\$ 68,565	\$ 59,622
2	Grade 8-9	\$ 46,000	\$ 52,245	\$ 58,490	\$ 52,245
1	Grade 6-7	\$ 46,000	\$ 48,296	\$ 50,591	\$ 48,296
	* Each position within a band has a specific remuneration range - please ask your Manager for the range that applies to your position				

- 4.2 Annual Remuneration reviews will be undertaken during July each year. Any employee dissatisfied with their remuneration review may appeal, within 14 days of notification of such review, to the Chief Executive for reconsideration.
- 4.3 No employee of the Council shall have their remuneration reduced by the operation of this agreement.
- 4.4 Employees who regularly work less than full time hours per week shall be entitled to pro-rata the appropriate salary and shall be entitled to the provisions of this agreement on a pro-rata basis. The Council may deduct from the salary of an employee on a pro-rata basis where the employee is absent due to sickness, accident, default, or time off at the employee's own request.

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4.5 Remuneration Increases

- 4.5.1 All employees covered by this agreement on 1 July 2021 whose salary is \$99,999pa or less will receive a 2.25% increase effective 1 July 2021. All employees covered by this agreement on 1 July 2021 whose salary is \$100,000pa or greater will receive a 1.75% increase effective from 1 July 2021.
- 4.5.2 The Chief Executive may exercise their discretion, in the term of the CEA, regarding employees paid above their market range, by making the appropriate percentage increase available to those employees.

4.6 Job Evaluation

Positions at Environment Canterbury will be sized using a professional and recognised job evaluation system. Union representatives will be consulted on evaluation results to the extent that the chosen evaluation system is being applied appropriately.

Every employee covered by this Collective Employment Agreement shall have their position re-sized no less than once every three years. No person's salary shall be reduced as a result of this process.

4.7 Living Wage

Environment Canterbury and the PSA agree to work together on a submission to Council on the Living Wage.

5. CLIMATE CHANGE

A joint working party will be established and implemented to identify potential initiatives to support leadership of climate change with any agreed outcomes to be included in the next CEA in July 2022.

6. LEAVE PROVISIONS

6.1 Holidays

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

6.1.3 Annual Holidays

- 6.1.4 Annual holidays shall be allowed in accordance with the provisions of the Holidays Act 2003 and its amendments and shall be taken in accordance with the Council's Leave Policy.
- 6.1.5 The annual leave entitlement shall be 4 weeks (in addition to the holidays provided for in Clause 5.1) for each 12 months of service.
- 6.1.6 Employees who have completed 6 years current continuous service shall on the 6th anniversary from their start date, accrue annual leave at the rate of 5 weeks for each 12 months of service.

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6.1.7 Notwithstanding sub clause 5.2.2, employees who commence employment on or after 29 September 2011 at a salary level of Band 7 or above shall be entitled to 5 weeks annual leave instead of the 4 weeks specified in that sub clause.

6.1.8 Sick Leave

6.1.9 Sick leave may be taken where:

the employee is sick or injured, or
the employee's spouse is sick or injured, or
a person who depends on the employee for care is sick or injured

6.1.10 Each employee shall be entitled to ten working days sick leave on full pay for each twelve months of service with the Council.

6.1.11 Sick leave shall be administered in accordance with the Council's Leave Policy.

6.1.12 Sick Leave Accumulations

From 24 July 2021, all new employees whose term of employment is six months or more will be allocated their first five days of sick leave on their first day of employment. This initial instalment will be for the first six months of continuous employment, then after six months of continuous employment, on the employee's sick leave anniversary, each employee will receive a further five days sick leave. Thereafter each employee will be entitled to ten days sick leave on full pay for each twelve months of service, with the first such entitlement next allocated after 18 months service (on their sick leave entitlement anniversary).

6.1.13 An employee who suffers an injury for which a payment is received from the Accident Compensation Corporation or the Council's Workplace Accident Insurer shall be entitled to a reimbursement from the Council in accordance with the Council's Leave Policy

6.1.14 Bereavement Leave

Bereavement leave shall be administered in accordance with the Council's Leave Policy
Note: Subclauses 5.1, 5.2 and 5.3 incorporate the minimum requirements as laid down by the Holidays Act 2003 and its amendments.

6.2 Jury Service

Any employee required for jury service shall have their remuneration paid by the Council in terms of the Council's Leave Policy.

6.3 Family Violence Entitlements

6.3.1 Family violence may impact on an employee's attendance or performance at work.

6.3.2 The Council will support employees who have or are experiencing family violence consistent with the Holidays Act 2003 and the Employment Relations Act 2000 by providing:

6.3.2.1 Up to 10 days of paid leave in accordance with and subject to Sub-Part 5 of the Holidays Act 2003.

6.3.2.2 Flexible working arrangements in accordance with and subject to Part 6AB of the Employment Relations Act 2000.

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6.3.3 The Council may require proof that an employee is the victim of Family Violence consistent with the Holidays Act 2003 and the Employment Relations Act 2000.

7. EXPENSES/PROVISION OF EQUIPMENT

7.1 The council will provide uniforms, protective clothing, safety and other work-related equipment in accordance with the relevant Council Policy. All such equipment and any other Council property must be returned to the employer upon termination of employment.

7.2 The Council will reimburse all reasonable out of pocket expenses incurred in the course of an employees duties. Such expenses are subject to approval by the appropriate Manager/Director. Reimbursement of an overnight stay shall be in accordance with the Council's Policy.

8. TERMINATION PROVISIONS

8.1 Unless it has been otherwise agreed with an individual employee, not less than one month notice of termination shall be given by either party. Payment in lieu of notice may be mutually agreed. Where employment is terminated by the employer without the required notice, the unexpired portion of the period of notice shall be paid. Nothing in this clause shall prevent the employer from summarily dismissing an employee for serious misconduct.

8.2 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.

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

8.3 Redundancy

Any restructuring proposed by the Chief Executive which is likely to affect the continuing employment of staff will be dealt with in accordance with the Council's Policy

Where employment of any employee is terminated because the employee's position is surplus to requirements, the Council shall pay to that employee as compensation for loss of office:

- Six weeks' ordinary pay;
- Two weeks' ordinary pay for the first year of continuous service;
- Thereafter for each completed year of service, or part thereof, two weeks' ordinary pay.

up to a maximum of 23 years of service.

For the purposes of the foregoing:

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"*Ordinary pay*" means basic salary over the previous twelve months excluding overtime. "*Week*" means five working days. "*Service*" means an employee's continuous employment with the Council, and, where applicable, includes continuous employment with the constituent body with whom the employee was working at the time that authority was amalgamated into the Council. Continuous employment means service unbroken by resignation or other termination.

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.

All fixed term positions that are covered by this agreement will, from 1 July 2014 onwards, not be eligible for redundancy compensation

8.4 Employee Protection

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

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

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

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

Where employment opportunities exist the employer will advise the affected employee of their right to accept or decline to transfer to the new employer.

If the affected employee chooses to transfer to the new employer to employment that is substantially similar in work content and skills, they will not be deemed to be redundant for the purposes of clause 8 of this agreement.

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 8 of this agreement, no redundancy compensation is payable and the notice provisions in clause 8 of this agreement will apply.

If there are no employment opportunities with the new employer, the employee will be deemed to be redundant and clause 8 of this agreement will apply.

8.5 Medical Assessment and Termination for incapacity

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

The employee has been absent from work due to a condition, illness or injury, and has



exhausted all sick leave, for the purpose of considering whether the employee is medically fit to return to work or able to properly perform the role; or

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.

The employee agrees that the nominated practitioner responsible for the examination is authorised by the employee to provide the relevant results to Environment Canterbury of any such medical examination.

Environment Canterbury shall meet the costs of the medical examination.

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.

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 employees' employment by giving notice as provided in clause 8 of this agreement.

8.6 Return of Property

Employees shall return all The Council property immediately on termination, including access cards, clothing, equipment and files.

9. INDEMNITY

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

10. UNION MATTERS

10.1 The employer shall allow authorised staff representatives for this agreement, reasonable time to attend to business of the staff organisation and negotiations with the Council.

10.2 Provided not less than 14 days' notice is given to the employer by the union, members meetings not exceeding two hours in total time may be held each year at times and places to be mutually agreed upon, provided that personnel shall be made available to maintain the operation of essential services. Not more than two such meetings shall be held in any year.

10.3 **Deduction of Union Fees:** With the agreement of the employee the employer shall deduct union subscriptions fortnightly from the remuneration due to employees bound by this agreement. Such subscriptions shall be remitted to the union at mutually agreed intervals. It shall be the responsibility of the union to notify the employer of the amount of subscription fixed by the union.

10.4 The union shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times the office and works and there interview those employees, but not so as to impede work.

10.5 A representative of an organisation seeking to become an authorised representative may, with the agreement of the employer, be given access to the work place for the purpose of obtaining authority to so represent employees.

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10.6 The employer shall keep and make available to the union (authorised under Section 236 of the Employment Relations Act 2000) upon request, a time and wages record for each employee covered by this agreement which complies with Section 130 of the Employment Relations Act 2000.

11. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

11.1 Definitions

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

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

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

11.2 Raising a Personal Grievance or Other Problem

- (a) If the employee considers they have 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.
- (b) 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.
- (c) 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.

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

- (a) The employer will meet with the employee (and the union if the employee so desires) to discuss the matter with a view to resolving it.
- (b) 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.
- (c) If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

12. CONFIDENTIALITY

Subject to the Local Government Official Information and Meetings Act 1987, no employee shall, either during the continuance of this agreement, or after its termination (however caused), disclose or use in any manner whatsoever, except for the benefit of the Council, any confidential or commercially sensitive knowledge/information relating to the operations of the Council, any associated body or company, or to any application made to the Council by another party, which was gained during the course of employment with the Council, unless ordered to do so by a Court of competent jurisdiction or by the written direction of the Chief Executive on behalf of the Council.

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13. TERM

This agreement shall be deemed to have come into force on the 1st day of July 2021 and shall expire on the 30th day of June 2022.

SIGNATORIES

CANTERBURY REGIONAL COUNCIL

**PUBLIC SERVICE ASSOCIATION – TE
PŪKENGA HERE TIKANGA MAHI**

Date:21/09...../2021.....

Date:21../09../2021