

**Taranaki Regional Council
and
Taranaki Regional Council Staff
Association Incorporated
Collective Employment Agreement**

**This agreement shall come into force on 1 July 2024 and shall
continue in force until 30 June 2027.**

Word document: 3301381

#3301381

Initial	Initial	DS	DS
TS	MS	MN	SR

Table of contents

1.	Previous agreements and variations.....	3
2.	Term.....	3
3.	Definitions	4
4.	Coverage	5
5.	Positions, duties and obligations.....	5
6.	Hours of work.....	6
7.	Remuneration.....	7
8.	Remuneration review.....	8
10.	Holidays and leave	8
11.	Expenses.....	13
12.	Confidentiality	13
13.	Conflict of interest	13
14.	Indemnity	13
15.	Inventions and property	13
16.	Health, safety and welfare.....	14
17.	Discipline	15
18.	Termination of employment	15
19.	Reorganisation and redundancy	16
20.	Employee protection provision	17
21.	Employment relationship problems	18
22.	Employment-related business	19
23.	Statutory provisions	19
	Appendix One: Officer Positions	21

#3301381

Taranaki Regional Council

Collective Employment Agreement

BETWEEN

THE TARANAKI REGIONAL COUNCIL being a
duly incorporated local authority represented by the
Chief Executive of the Council (**'the Council'**).

AND

**THE TARANAKI REGIONAL COUNCIL
STAFF ASSOCIATION INC,
AND ITS SUCCESSORS
(**'the Officers' Representative'**)**

THE PARTIES set out above make this agreement pursuant to Part 5 and in accordance with the principles of good faith bargaining set out in section 4 of the Employment Relations Act 2000.

THE PARTIES have agreed to the following terms:

1. Previous agreements and variations

- 1.1 Any previous collective agreement or variation of a collective agreement entered into between the parties is revoked, superseded and replaced by this collective agreement.
- 1.2 This agreement may be varied at any time by mutual agreement between the parties. Any variation of this agreement must be in writing.
- 1.3 The Council may from time to time at its discretion develop policies and procedures regarding employment matters. The Officers' Representative will be consulted before such policies and procedures are promulgated. Policies and procedures will be of no force to the extent that they are inconsistent with this agreement.

2. Term

- 2.1 This Agreement shall come into force on 1 July 2024 and shall continue in force until 30 June 2027 ('the expiry date').
- 2.2 Neither party to Agreement shall initiate bargaining for a replacement agreement earlier than 60 days prior to either the expiry date, or rollover date, specified above, (whichever is applicable).

#3301381

Initial	Initial	DS	DS
TS	MS	MN	SR

3. Definitions

- 3.1 **'Continuous service'** means, in the case of eligibility for sick leave and annual holidays, service as an officer with the Council, a former uniting authority, any other local authority, or the Crown (this does not include a state owned enterprise) provided that there is no break of more than six months in this service. If there is a break of more than six months, continuous service shall be deemed to commence from the end of the most recent six months break in service.
- 3.2 In the case of eligibility for redundancy compensation or long service leave, 'continuous service' shall mean service as an officer with the Council or a former uniting authority, provided that there is no break of more than six months in this service. If there is a break of more than six months, continuous service shall be deemed to commence from the most recent six months break in service.
- 3.3 **'Dispute'** means a dispute about the interpretation, application, or operation of this Agreement.
- 3.4 **'Employment relationship problem'** includes a personal grievance, a dispute and any other problem relating to or arising out of the employment relationship between the Council and/or the Officers and/or the Officers' Representative but does not include any problem with the fixing of new terms and conditions of employment.
- 3.5 **'Flexible time'** means daily variations in the times between which the hours of work are completed **within the Monday to Sunday week.**
- 3.6 **'Inventions'** means discoveries, improvements, and ideas (whether or not shown or described in writing or reduced to practice) and works of authorship, whether or not capable of registration as a patent, trademark, design or copyright. Inventions include any invention, design or improvement in or relating to any product, material, service, process or sales technique of a type or nature used, developed, sold, adopted or dealt with by the Council.
- 3.7 **'Officer'** means any person employed by the Council in any of the positions listed in Appendix One and includes part-time officers and subsequently engaged officers but excludes:
- (a) persons appointed to senior management positions who have entered into individual written employment agreements, or
 - (b) persons employed on a temporary basis (either part-time or full-time) for a specified term as determined by the Council; or
 - (c) persons employed on a casual basis.
- 3.8 **'On call' and 'restrictions'** means an Officer rostered (and who does not swap out of the roster) to perform duties outside of the ordinary hours of work. The Officer so rostered must be ready and able to respond to a call made to the Officer by cell phone or pager within two hours of the call or page. This means that the Officer will not be able to leave the Taranaki region and will observe all legal requirements including the legal limit of alcohol in relation to driving.
- 3.9 **'Part-time officer'** means an Officer employed continuously for less than 37.5 hours per week. Subject to the terms of this Agreement, the benefits and entitlements of part-time officers, including salary, holidays, leave, and notice of termination of employment,

#3301381

Initial TS	Initial MS	DS MN	DS SR
---------------	---------------	----------	----------

shall be applied on a pro-rata basis, or percentage of full-time equivalent.

- 3.10 **'Personal grievance'** means any grievance that an Officer may have against the Council as an employer or former employer in respect of unjustifiable dismissal, other unjustifiable action by the Council to the Officer's disadvantage, discrimination, sexual harassment, racial harassment, duress in relation to the membership or non-membership of an employees' organisation, or failure by the Council to comply with Part 6A of the Employment Relations Act 2000.
- 3.11 **'Subsequently engaged officer'** means any Officer who is engaged by the Council following the commencement of this Agreement.
- 3.12 **'Supervising manager'** shall mean the person responsible for approving the time sheet of an Officer.
- 3.13 **'Time off in lieu'** shall mean hours of work accrued pursuant to Clause 6.5.

4. Coverage

- 4.1 This agreement applies to work carried out by Officers, as defined in Clause 3.7 who have chosen to be represented, and have signed the written authorisation, to allow the Officers' Representative to represent them.
- 4.2 The parties reserve the right to extend by mutual agreement the coverage of this agreement to include such additional or lesser categories of employees of the Council as may be considered appropriate.

5. Positions, duties and obligations

- 5.1 Officers shall during the term of this agreement perform and observe all duties set out in their individual job descriptions and schedules of duties, together with such other duties as may from time to time be reasonably assigned and communicated to the Officers by the Council or the Council's management staff.
- 5.2 No duties that may be contained in documents outside of this agreement or that are otherwise communicated to individual Officers shall conflict with or take precedence over the provisions of this Agreement.
- 5.3 Officers shall carry out their duties honestly and diligently and to the best of their ability. The performance of each Officer's duties shall be regularly assessed by the Council in a performance assessment programme. If the Council is dissatisfied at any time with an Officer's performance, it will follow the procedures set out in the Working for the Taranaki Regional Council document and in accordance with any provisions of this Agreement which relate to performance matters.
- 5.4 The Council will perform its functions efficiently and professionally and will act in good faith, providing Officers with fair, reasonable and proper treatment in all aspects of their employment.
- 5.5 Officers acknowledge that the Council is judged by the way Officers represent it and

#3301381

Initial	Initial	DS	DS
TS	MS	MN	SR

shall maintain high standards of conduct including:

- (a) a standard of dress and appearance appropriate to the Officer's duties
- (b) courteous, helpful and accurate responses to enquiries from members of the public, Councillors, fellow officers and management staff
- (c) ethical and professional behaviour
- (d) maintaining respect for the appearance of Council property, plant, vehicles and the workplace and taking good care of Council documents and/or equipment
- (e) loyalty to the Council and to its integrity and public image, and
- (f) adherence to Council policies, procedures and methods relating to Officer conduct in the performance of duties.

6. Hours of work

- 6.1 Officers employed on a full time basis will work 80 hours per fortnight. The days on which work is performed and start and finish times (and any flexibility about those matters) will be agreed between the Officer and the Officer's supervising manager in accordance with clause 6.5. Officers employed on a part time basis will work the hours specified in the Officer's individual letter of appointment (or subsequent written variation) and will be paid for each hour worked up to a maximum of 80 hours per fortnight. Time-in-lieu for both full time and part time staff, as per clause 6.5 below, applies for time worked in excess of 80 hours per fortnight.
- 6.2 Officers may be required to undertake duties on any or all days of the week in accordance with specific work requirements, but shall normally undertake their duties from Monday to Friday, between 8.00 am and 5.30 pm, or as otherwise directed in the Officer's individual letter of appointment.
- 6.3 The following hours of work arrangements shall apply to Compliance Officers for the week they are on a Council approved on call roster:
- (a) The roster shall be agreed six months in advance and an Officer shall be rostered on call for one week over every 10 weeks.
 - (b) The Officer shall be rostered on call between 8.00 am on a Friday to 7. 59am the following Friday.
 - (c) The Officer shall stand down (not be available) for any normal duties between 8.00am and 12.00pm each weekday of the roster.
 - (d) The Officer shall be available for normal duties between 12.00pm and 4.00pm each weekday of the roster. These duties may be in the field, in the office, or be performed from home as agreed in advance with the Officer's manager.
 - (e) The Officer shall be available to perform any on call duties between 4.00pm and 10.00pm on each weekday of the roster.
 - (f) The Officer shall be entitled to time in lieu for time worked attending to call outs between 10.00pm to 8.00am each weekday of the roster, and all day on the Saturdays and Sundays that fall within the roster period.

#3301381

Initial	Initial	DS	DS
TS	MS	MN	SR

- (g) The Officer shall be entitled to applicable Holidays Act 2003 entitlements for time worked attending to call outs on public holidays.
- 6.4 Officers will be entitled to rest breaks in accordance with Part 6D of the Employment Relations Act 2000 except that the timing of breaks is in accordance with the work requirements of the particular job that the Officer is completing.
- 6.5 Officers may work flexible time subject at all times to the Council's convenience in respect of job demands or staff availability during the working day, as well as the requirement of providing services to the public.
- 6.6 Any time worked by an Officer at the specific request or prior approval of a supervising manager that is in excess of 80 hours in a fortnight may be accrued by that Officer as time off in lieu at an hour-for-hour rate up to a maximum of 24 hours of accrued time-in-lieu.
- 6.7 Accrued time off in lieu shall be taken as leave at a time that is mutually agreed to between the Officer and Council.
- 6.8 Any accrued time off in lieu not taken at the termination of an Officer's employment will be paid out in their final pay.
- 6.9 Notwithstanding Clauses 6.5 and 6.6 above, if an Officer is required to work substantial extraordinary hours for emergency work (flood, spillage or similar emergency), or other work as determined by the Council and outside of normal working hours, compensation in the form of:
- (a) additional time off in lieu or;
 - (b) cash payment
- may be made to the Officer at the Council's discretion. Substantial extraordinary hours may only accrue once the Officer has reached the 24-hour time off in lieu limit. Managers will seek in the first instance to provide additional time off in lieu, however if for business reasons the Officer is not able to take time off in lieu within a reasonable period, compensation may be paid in cash, at the Council's discretion.

7. Remuneration

- 7.1 Officers will be paid in accordance with the salary set out in an Officer's individual letter of appointment or, if applicable, as set out in an Officer's most recent letter of remuneration review.
- 7.2 The Council may make deductions from an Officer's salary for any time lost through sickness (where the Officer has no sick leave entitlement), agreed leave without pay, default of a TRC generated invoice or in circumstances of overpayment. Any other deductions, other than deductions required by law shall be reasonable and will require the prior approval of the Officer concerned.
- 7.3 Unless otherwise agreed between the parties, salaries shall be paid by direct credit to bank account(s) nominated by each Officer at not longer than fortnightly intervals.
- 7.4 Officers who were members of a Council-subsidised superannuation scheme on 31 March 1991 shall continue to receive the Council's contribution to such schemes on the

#3301381

Initial	Initial	DS	DS
TS	MS	MN	SR

same terms as existed on 31 March 1991.

- 7.5 The Council will comply with current legislation in respect to the KiwiSaver scheme.
- 7.6 An Officer (excluding those employed in the Compliance section) who is employed on a Council approved rostered, on-call basis will be paid an on-call allowance of \$1,200 per annum (gross) in addition to their existing salary, regardless of the number of times that Officer is rostered on-call. The allowance will be paid on a pro-rata basis for any staff who are no longer part of the roster or who terminate their employment during the financial year. This allowance will be paid at the same time as the annual salary review and reviewed at the same time as bargaining for this Collective Agreement occurs.
- 7.7 An Officer from the Compliance section who is employed on a Council approved roster, will be paid an on-call weekly allowance of \$450.00 (gross). This shall be paid in addition to their existing salary, for each completed week of work that they are rostered on-call. This allowance will be reviewed at the same time as bargaining for this Collective Agreement occurs.
- 7.8 On the termination of each Officer's employment, the Council will pay to the Officer any outstanding remuneration without undue delay. Officers agree that any money owed to the Council by an Officer on the termination of his or her employment, may be deducted from any final pay owing to that Officer. Any deduction shall be reasonable and in accordance with the provisions of the Wages Protection Act 1983.

8. Remuneration review

- 8.1 The Council will review Officers' remuneration annually, effective 1 July each year in accordance with the Remuneration Policy. Any changes made as a result of review will be notified as soon as possible and be backdated to 1 July of the year to which they relate. Officers who commence with the Council post 1 April on any given year are not eligible for a remuneration review in their first year of employment, unless otherwise specified on the Officer's individual letter of appointment.
- 8.2 Adjustments to salary to reflect the market and the Officer's performance will be made in accordance with the Council's Remuneration Policy.
- 8.3 The Remuneration Policy and LEAP Policy are set by the Council. The Council may vary or replace the Remuneration Policy or LEAP Policy following consultation with affected Officers and the Officers' Representative.
- 8.4 Any Officer who is instructed by management to perform the duties of a higher salaried position for more than four weeks continuously will be paid such additional salary as is appropriate to that higher position, as determined by the Council. The instruction will specify the agreed additional compensation and will be provided in writing prior to the higher salaried position being undertaken.

9. Holidays and leave

9.1 Annual leave

- 9.1.1 The Council will comply with the Holidays Act 2003 except and to the extent that the

#3301381

Initial	Initial	DS	DS
TS	MS	MN	SR

terms of this agreement are more generous.

9.1.2 Officers are entitled to annual leave as follows:

- (a) Officers with less than seven years continuous service will be entitled to four (4) weeks and one (1) day annual leave, or in the case of part-time officers, pro-rata four (4) weeks and one (1) day will be allowed but not so that a part-time Officer's entitlement is reduced below the minimum requirement of the Holidays Act 2003; or
- (b) Officers with seven or more years continuous service or whose hours of work are based on an 80 hour fortnight will be entitled to five (5) weeks and one (1) day annual leave, or in the case of part-time officers, pro-rata five (5) weeks and one (1) day will be allowed but not so that a part-time Officer's entitlement is reduced below the minimum requirement of the Holidays Act 2003.
- (c) Officers who are part-timers, annual leave entitlement is pro-rated based on their ordinary working week.

9.1.3 Leave is to be taken at times that are mutually agreed to between the Council and the Officer. The Council will not unreasonably withhold consent to an Officer's request to take annual leave. If a time cannot be agreed, the Council can specify when the leave is to be taken. The Council will provide the Officer with 14 days' notice of the requirement to take leave.

9.1.4 The Officer should endeavour to take annual leave within 12 months after it becomes due. Untaken annual leave may be accrued subject to the Council's ability to require an Officer to take leave in accordance with clause 9.1.3.

9.1.5 If an Officer's employment with the Council ends before the Officer has completed 12 months' of employment, any annual leave owing to the Officer at the time their employment ends will be paid in accordance with the Holidays Act 2003.

9.1.6 The Council operates a partial close down period each year usually for 3 days between Christmas and New Year. The Council will provide 14 days' notice of the dates on which the close down period will take place. Officers are required to take annual leave during the close down period. Where an Officer has not yet become entitled to annual leave or does not have enough annual leave entitlement to cover the close down period, this will be dealt with in accordance with the Holidays Act 2003. Officers will not be required to take annual leave during the close down period on any days that they are specifically instructed by the Council to work (which may include being on-call) during the close down period.

9.2 Public holidays

9.2.1 Public holidays are observed by the Council in accordance with the Holidays Act 2003 and Officers will be entitled to those holidays on the basis of their relevant daily pay or average daily pay as defined in that Act. Where a public holiday falls on a Saturday or Sunday, the following working day shall be observed as the holiday, unless a particular Saturday or Sunday is an otherwise working day for the Officer.

9.2.2 When a public holiday falls on a normal week day off for a permanent, full-time Officer who is required to work Saturdays and/or Sundays as part of their normal rostered week, the Officer may transfer the public holiday to their following working day.

9.2.3 An Officer on leave of absence without pay when any of the holidays occur shall not

#3301381

Initial TS	Initial MS	DS MN	DS SR
---------------	---------------	----------	----------

be entitled to payment for such holidays, except in circumstances when an Officer was absent due to sickness and supplies a medical certificate to the Council.

- 9.2.4 An Officer who is required to work for part or all of a public holiday shall be entitled to a full day off as an alternative paid holiday and payment at the rate of time and a half for the hours worked based on his/her relevant daily pay.
- 9.2.5 An Officer who is required to be on an on-call roster during a public holiday but not required to work shall be entitled to a full day off as an alternative paid holiday.

9.3 Sick leave

- 9.3.1 An Officer shall be entitled to ten working days' sick leave on the basis of his/her relevant daily pay for each completed year of continuous service. An Officer will begin to accrue sick leave upon the completion of three months' continuous service.
- 9.3.2 An Officer may take sick leave when they are sick or injured, when an Officer's spouse or partner is sick or injured, or when a person who depends on an Officer for care is sick or injured.
- 9.3.3 An Officer must inform their Manager as soon as possible, and before they are due to commence work of any absence due to sickness or injury.
- 9.3.4 All unused sick leave shall be accumulated but the Council shall deduct the number of days of sick leave already taken by the Officer from the total number that the Officer is contractually entitled to.
- 9.3.5 An Officer may be required to supply a medical certificate in the following circumstances:
 - (a) in respect of any absence on sick leave of 3 or more consecutive calendar days the Council may require the Officer to obtain a medical certificate at his/her own expense; and
 - (b) in respect of any absence on sick leave (regardless of the duration) where the Council has reasonable grounds to consider the leave is not genuine, the Council may require the Officer to obtain a medical certificate at the Council's expense; and
 - (c) if the Council requires a medical certificate, this certificate must state that the Officer/dependant person has been examined by a doctor and the Officer/dependant person is, in the doctor's opinion, not fit to attend work/requires home care because of sickness or injury.
- 9.3.6 Where an Officer is involved in a **work-related accident** necessitating absence from duty and provided that the injury was notified to the Council and that the Council is satisfied that the cause of the injury was not due to the negligence of the Officer, the Council will make up the Officer's salary to 100 percent of ordinary pay, this being the difference between ACC payments and ordinary pay, for the duration of that absence. Such remuneration will not be deducted from sick leave.
- 9.3.7 Where an Officer is involved in a **non-work-related accident** necessitating absence from duty, the Officer concerned may elect to use any sick leave entitlement he/she may have accrued in order to make up his/her salary to 100 percent of ordinary daily pay.
- 9.3.8 The Council may, at its expense, require an Officer to undergo a medical examination

#3301381

Initial TS	Initial MS	DS MN	DS SR
---------------	---------------	----------	----------

by a registered medical practitioner or practitioners nominated by the Council (after the Council has considered the Officer's wishes in respect of the appointment of the registered medical practitioner) and a copy of any medical report furnished by such medical practitioner shall be available to both parties. For the avoidance of doubt, the Council may exercise this right for the purposes of:

- (a) determining whether granting the Officer ongoing sick leave is appropriate;
- (b) determining whether the Officer's employment should be terminated for incapacity;
- (c) assessing the Officer's fitness for work and/or return to work after a period of sick leave; and/or
- (d) obtaining a second opinion where the officer has provided a medical certificate/report.

9.3.9 If an Officer becomes incapacitated and is unable to perform his or her duties on an ongoing basis, the Council may dismiss the Officer by giving him or her the requisite notice in writing together with the reasons for dismissal, provided that the Council shall first make a reasonable attempt to redeploy the Officer on duties compatible with his or her incapacities.

9.4 Long service

9.4.1 An Officer shall be entitled to the following long service leave as a one-off entitlement but in addition to the Officer's annual leave entitlements under this Agreement:

- (a) one week after the completion of 15 years current continuous service, and
- (b) four weeks after the completion of 20 years current continuous service, and
- (c) four weeks after the completion of 25 years current continuous service, and

9.4.2 All long service leave provided for in Clause 9.4.1 shall be on ordinary pay and may be taken in one or more periods and at such time or times as may be agreed on between the Council and the Officer.

9.4.3 If an Officer, having become entitled to long service leave, leaves his or her employment before such leave has been taken, he or she shall be paid in lieu of that leave.

9.4.4 An Officer will be entitled to a one-off entitlement of two weeks ordinary pay after the completion of 30 years current continuous service.

9.5 Bereavement leave

9.5.1 An Officer shall, on the death of a spouse, partner, parent, child, brother, or sister, be granted bereavement leave on the basis of their relevant daily pay for a period of up to but not exceeding five days. On the death of a grandparent, grandchild, brother-in-law, sister-in-law, or parent-in-law, the Officer shall be granted three days bereavement leave. On the death of any other person where the Council accepts the Officer has suffered a bereavement, the Officer shall be granted bereavement leave of one day. If an Officer requires additional time off in such circumstances, they may take up to two additional days from any unused sick leave entitlement under clause 9.3.1. If the Officer does not have any sick leave entitlement, they may elect to take annual

#3301381

Initial TS	Initial MS	DS MN	DS SR
---------------	---------------	----------	----------

leave.

9.5.2 An Officer shall be entitled to three days bereavement leave in the following circumstances:

- (a) the Officer has a miscarriage or stillbirth
- (b) another person has a miscarriage or stillbirth and the Officer:
 - is the person's partner
 - is the person's former partner and would have been a biological parent of a child born as a result of the pregnancy
 - had agreed to be the primary carer of a child born as a result of the pregnancy (e.g. through a formal adoption or a whangai arrangement)
 - is the partner of a person who had agreed to be the primary carer of a child born as a result of the pregnancy.

9.6 Family violence leave

9.6.1 After six months continuous employment with the Council, the Officer is entitled to up to 10 days paid family violence leave per year to deal with the situation where the Officer, or a child who resides with the Officer, is suffering from the effects of family violence.

9.6.2 The Officer shall notify the Council of an intention to take family violence leave as soon as possible, and preferably before the Officer is due to commence work on the day that leave will be taken.

9.6.3 The Council will deal with any requests for family violence leave in a sensitive manner but may request proof from the Officer to support a request for such leave.

9.7 Other leave

9.7.1 An Officer shall be entitled to parental leave as provided for in the Parental Leave and Employment Protection Act 1987.

9.7.2 Where an Officer is required by the Council to follow a course of educational training, the Council shall grant that Officer leave on ordinary pay or other such arrangements as the Council shall decide.

9.7.3 An Officer who is summoned for jury service or to appear as a witness, or who is requested to appear as a voluntary witness in a court case in which he or she does not have a personal interest, shall be granted special leave on ordinary pay. Any juror or witness fees received by the Officer shall be given to the Council. Any Officer who is called for jury service will advise the Council as soon as practicable. Any officer who is attending jury service will return to work immediately they are released from the Court to do so.

9.7.4 In addition to any other entitlements owed, if an Officer dies while employed by the Council, then the Council will pay to the employee's nominated bank account the equivalent of one week's ordinary pay for each completed year of service with the Council, up to a maximum of twelve weeks.

9.7.5 Special leave for any purpose may be granted to the Officer by the Council at the

#3301381

Initial Initial DS DS
TS MS MN SR

Council's sole discretion, including secondment to other employers.

10. Expenses

- 10.1 The Council will reimburse Officers for all out-of-pocket expenses reasonably incurred by an Officer in carrying out his or her duties or obligations. Where out-of-pocket expenses are incurred from an Officer's use of his or her personally owned equipment or vehicle, Officers will only be reimbursed if the Council specifically agrees to the use of such equipment or vehicle at prior agreed rates. Officers are required to present to the Council supporting receipts for all expenses claimed, prior to receiving reimbursement.
- 10.2 Where an Officer requires medical check-ups or certifications associated with his or her work duties, the Council will reimburse the Officer's expenses, provided that the Officer's Supervising Manager is notified prior to the expenses being incurred.

11. Confidentiality

- 11.1 An Officer shall not at any time or for any reason whether during the currency of this Agreement or after its termination divulge or communicate to any person any information that the Council deems to be confidential or any information which if released, would be detrimental to the Council or its Officers except as may be reasonably necessary for an Officer to fulfil his or her duties or obligations.

12. Conflict of interest

- 12.1 An Officer must notify the Chief Executive of any personal interests or activities, which are likely to conflict with the activities or business dealings of the Council. Where the Council considers that such personal interests or activities impinge or are likely to impinge on the proper performance of an Officer's responsibilities, the Council may direct the Officer to cease the interest or activity and the Officer must act accordingly.
- 12.2 An Officer shall not accept any other employment or engage in any business which is likely to conflict with the duties and obligations set out above or make any statement or take any action at any time which is intended to or may adversely affect the interests or reputation of the Council.

13. Indemnity

- 13.1 The Council will indemnify Officers against any claims that arise out of the performance of their duties made against them by any third party, provided that the claim does not arise out of an Officer's negligence, wilful neglect, default or misconduct.

14. Inventions and property

- 14.1 All rights to any inventions that are made, conceived, authored or acquired by Officers during their term of employment with the Council shall remain the sole property of the

#3301381

Initial	Initial	DS	DS
TS	MS	MN	SR

Council.

14.2 Such inventions may:

- (a) relate directly to the Council's business, or
- (b) relate to the Council's actual or demonstrably anticipated research or development, or
- (c) result from any work performed by an Officer, for the Council, or
- (d) result where the Council's equipment, supplies, facilities or trade secret information has been used, or
- (e) result from development during time spent in the Council's employ.

14.3 On notice of termination of employment (however caused) all Council's documents and/or equipment as well as any other notes, memoranda, computer software, photographs, drawings, records or other materials in any way relating either directly or indirectly to the Council's business, which an Officer may have, will be immediately returned to the Council.

15. Health, safety and welfare

15.1 The Council undertakes to comply with the provisions of the Health and Safety at Work Act 2015, and any subsequent health and safety legislation, concerning health, safety and welfare matters in respect of the employment of all Officers. The Council will take all reasonably practicable precautions for the health and safety of all Officers.

15.2 The Council will ensure that the workplace meets required standards and will provide Officers with all necessary protective clothing and equipment that may be required by Officers in the carrying out of their duties and obligations. Officers will ensure that such safety equipment and clothing is used or worn when that is required by the Council. Protective clothing and safety equipment shall remain the property of the Council.

15.3 Officers agree to work safely and to report any hazards, accidents or injuries that may occur, to the Council as soon as possible. Officers are required to comply with all relevant health and safety legislation whilst performing their duties in accordance with this Agreement.

15.4 The Council and the Officer shall abide by the provisions of the Health and Safety at Work Act 2015.

15.5 The Council shall eliminate risks to health and safety, so far as is reasonably practicable. If it is not reasonably practicable to eliminate risks to health and safety, the Council shall minimise those risks so far as is reasonably practicable.

15.6 An Officer shall;

- (a) take reasonable care for their own health and safety; and
- (b) take reasonable care that their acts or omissions do not adversely affect the health and safety of other persons; and
- (c) comply with any reasonable instruction and/or policies and procedures provided by the Employer regarding health and safety.

#3301381

Initial	Initial	DS	DS
TS	MS	MN	SR

- 15.7 Any incident or accident involving an Officer while carrying out their duties must be documented by the Officer involved immediately and forwarded to their Manager. If this is not able to be achieved immediately, this should be undertaken as soon as is practicable.
- 15.8 An Officer shall immediately report to their Manager any damage or faults to equipment, or the existence of other hazards or risks that may endanger the health or safety of others.
- 15.9 Failure to follow and adhere to the Council's health and safety policies and/or procedures will potentially be considered to be serious misconduct and may result in the appropriate disciplinary action being taken.

16. Discipline

- 16.1 Where any disciplinary or performance management issues arise, the following principles (in conjunction with any applicable HR Policies) will apply:
- (a) the Officer will be advised of their right to obtain representation and/or have a support person of their choice present at any meetings;
 - (b) the Officer will be informed of the specific matter of concern or allegation and must be given all supporting information and a reasonable opportunity to consider that information and to provide an explanation in person to the decision maker; and
 - (c) an investigation will be undertaken as appropriate in the circumstances.
- 16.2 Following a disciplinary meeting, where appropriate, the Officer will be advised of any corrective action required, and provided with a reasonable period of time to improve performance, conduct or behaviour. Where a work performance issue arises, consideration may be given to coaching, training or other support and resources to assist the Officer to attain the required standard before any formal disciplinary action is implemented.
- 16.3 Any disciplinary action will be recorded in writing, provided to the Officer and placed on their personal file.
- 16.4 In cases of alleged serious misconduct, the Officer may be suspended on pay while an investigation into the allegation is undertaken and pending completion of the disciplinary process.
- 16.5 The general procedures for dealing with disciplinary or performance management issues are contained in the Council's Policies and Procedures (as amended from time to time).
- 16.6 Where an Officer is being investigated for an allegation of serious misconduct, the procedures outlined in clause 16.2 may not apply (depending on the outcome of any disciplinary action taken against the Officer).

17. Termination of employment

- 17.1 Except as provided below, a minimum of four weeks' notice of termination of

#3301381

Initial	Initial	DS	DS
TS	MS	MN	SR

employment shall be given by either party provided that this may be varied by mutual agreement.

- 17.2 The Council reserves the right to pay Officers in lieu of some or all of the notice period. Alternatively, the Council may require Officers to undertake reduced or alternative duties consistent with their abilities during some or all of the notice period or require that they do not attend the workplace during some or all of their notice period. In those events, Officers will continue to receive their full remuneration for the balance of the notice period, they will remain employees of the Council, and will continue to be bound by their duties of confidentiality and fidelity.
- 17.3 Where the required notice is not given by an Officer upon their resignation, the unexpired period of notice shall be paid or deducted from the salary payable to the Officer unless there is mutual agreement between the parties to reduce the notice period required.
- 17.4 In the event of serious misconduct or gross negligence by an Officer, the Council may terminate an Officer's employment without notice by giving to the Officer in writing, the reasons for the dismissal without notice.
- 17.5 Following an appropriate disciplinary investigation, an Officer's employment may be terminated without notice on the grounds of serious misconduct. Any such decision will subsequently be recorded in writing by the Council and provided to the Officer, outlining the reasons for termination.
- 17.6 Abandonment of Employment: In the event the Officer has been absent from work for three (3) consecutive working days without any notification to the Council, and the Council has made every reasonable effort to contact the Officer, the Officer will be deemed to have abandoned their employment and this agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

18. Reorganisation and redundancy

- 18.1 The parties recognise that from time to time the Council's business may be subject to reorganisation and that as a result the Council may need to implement redundancies for genuine organisational reasons in which case the provisions set out below apply. Organisational reasons may include the contracting out of an Officer's work by the Council or the transfer of the business or part of the business of the Council to a third party. A redundancy situation may eventuate where an Officer's position becomes superfluous to the requirements of the Council.
- 18.2 In accordance with section 4 of the Employment Relations Act 2000, when the Council is proposing to make a decision that will, or is likely to, have an adverse effect on the continuation of employment of one or more Officers, the Council will provide to the affected Officers access to information, relevant to the continuation of the Officers' employment, about the decision and an opportunity to comment on the information before the decision is made.
- 18.3 Where the Council is proposing to make a decision that will, or is likely to, have an adverse effect on the continuation of employment of one or more Officers, the Council shall advise the Officers' representative and the affected Officers no less than four weeks

#3301381

Initial	Initial	DS	DS
TS	MS	MN	SR

before any decision is made.

18.4 An Officer is affected where:

- (a) it is proposed that an Officer's position will become superfluous to the Council's requirements, or
- (b) it is proposed that the duties, authority or status of an Officer's position will substantially change (for reasons not attributable to or justified by an Officer's failure to perform his or her duties in a manner that is satisfactory to the Council).

18.5 Termination for redundancy will be a last resort. Alternatives to termination of employment will be considered first, including: reassignment to a suitable alternative position and redeployment to other positions within the Council.

18.6 Where the employment of an Officer who has completed at least one year of continuous service is terminated on the grounds of redundancy, the Council shall pay to that Officer redundancy compensation of six weeks salary plus a further two weeks salary for each completed year of service after the first complete year, up to a total maximum of 26 weeks salary.

18.7 Redundancy compensation is not payable where the Officer is offered and rejects reassignment to a suitable alternative position by either the Council or any associated body or any third party involved in a restructuring as referred to in Clause 20 below, provided that such employment is substantially similar in work content (taking into account the Officer's skills and abilities and ability to be re-trained), is in the same location (or the new location is within a reasonable commuting distance of the old location), is on the same or no less favourable terms and conditions, and provided that there is no significant reason for the Officer to reject such employment.

19. Employee protection provision

19.1 The purpose of this provision is to provide protection for the employment of Officers affected by restructuring (as defined by section 69L of the Employment Relations Act 2000).

19.2 In circumstances where a restructuring occurs or is likely to occur, the following provisions shall apply:

- (a) the Council will enter into negotiations with the third party involved in the restructuring (for example, a potential purchaser of the Council's operations) in order to determine which Officers, if any, will be offered employment by the third party and the terms of that offer; and
- (b) in negotiating with the third party the Council's objective will be to arrange for the continued employment of the Officers concerned by the third party in the same or substantially similar positions and with the same or substantially similar terms and conditions of employment; and
- (c) as soon as practicable the affected Officers and their Representative will be informed of the relevant details of the transaction and the implications for the staff concerned including the identity of the third party, whether staff will be

#3301381

Initial	Initial	DS	DS
TS	MS	MN	SR

offered on-going employment, the terms of any such offer and the timetable for the transition; and

- (d) Officers not receiving an offer of on-going employment in the same or a substantially similar position and on the same or substantially similar terms and conditions of employment from the third party shall be dealt with in accordance with the redundancy provision in Clause 19 above.

20. Employment relationship problems

20.1 In the event of an employment relationship problem (as defined in Clause 3.4 above), the Council, the Officers and the Officers' Representative will first attempt to resolve the matter between themselves in accordance with the following procedure:

- (a) the party who raises the employment relationship problem shall advise the other relevant party or parties of the existence and basis of the employment relationship problem and the solution sought in respect of that problem
- (b) the relevant parties shall meet to discuss the employment relationship problem within fourteen days of the receipt of advice under (a)
- (c) if following the meeting referred to in (b), the parties fail to resolve the employment relationship problem, the party who first raised the problem shall give to the other party or parties a written statement setting out the nature of the problem, the relevant facts relating to the problem and the solution sought in respect of the problem

20.2 If the other party is not prepared or is unable to provide the solution sought, and the employment relationship problem is not otherwise resolved, the other party shall, not later than fourteen days after the date of receiving the written statement of the dispute under (c), provide a written response to the statement setting out that party's view of the facts relating to the problem and the reason or reasons why that party is not prepared or is unable to provide the solution sought.

20.3 Where the parties agree in writing that the exchange of a written statement and response under the preceding provisions is inappropriate or unnecessary, they may waive that requirement and dispense with those parts of the procedure.

20.4 If the parties are unable to resolve the problem between themselves in accordance with the procedure set out in Clause 20.2 above, any of them may submit the employment relationship problem to mediation (for this purpose, the parties may request assistance from the mediation services provided by the Ministry of Business, Innovation and Employment under Part 10 of the Employment Relations Act 2000).

20.5 If the parties are still not able to resolve the problem, any of them is entitled to apply to the Employment Relations Authority to make a determination on the matter. If any of the parties is dissatisfied with a determination of the Employment Relations Authority or any part of that determination they may elect to have the matter heard by the Employment Court. Any such election must be made within 28 days after the date of the determination of the Employment Relations Authority.

20.6 Every Officer who wishes to pursue an employment relationship problem that amounts to a personal grievance must raise the grievance with the Council within the relevant notification period, otherwise the Officer will be out of time to raise the personal

#3301381

Initial Initial DS DS
TS MS MN SR

grievance. A personal grievance cannot be raised out of time unless the Council consents or the Employment Relations Authority is satisfied the delay was caused by exceptional circumstances and grants leave for the grievance to be raised out of time. The relevant notification period is:

- (a) in respect of a personal grievance that the employee has been sexually harassed in the employee's employment, within 12 months from when the action alleged to amount to the personal grievance occurred, or came to the employee's notice, whichever is later; or
 - (b) in respect of any other personal grievance, within 90 days from when the action alleged to amount to the personal grievance occurred, or came to the employee's notice, whichever is later.
- 20.7 In certain cases the circumstances giving rise to a personal grievance by an Officer may be such that that Officer would be entitled to make a complaint under the Human Rights Act 1993. In those circumstances, if the grievance is not otherwise resolved, the Officer may either make a complaint under the Human Rights Act 1993 or pursue the grievance pursuant to the relevant provisions contained in the Employment Relations Act 2000, but may not do both.

21. Employment-related business

- 21.1 Officers who are members of the Officers' Representative may meet to discuss matters relating to this Agreement whenever reasonably necessary, provided that the Council is given reasonable notice of such meetings. Such Officers shall have no deductions made from their pay in respect of any time spent in attendance at such meetings.
- 21.2 Staff meetings to discuss matters related to this Agreement may occur when convened by the Committee of the Officers' Representative and with the prior consent of the Council (such consent not to be unreasonably withheld).

22. Statutory provisions

- 22.1 This Agreement includes all terms implied by the operation of law or incorporated by statute or otherwise.

Agreement dated this **21st** day of **Augst 2024**

#3301381

Initial	Initial	DS	DS
TS	MS	MN	SR

SIGNED by:
Stephen Ruru
Chief Executive, for and on behalf of
The Taranaki Regional Council

DocuSigned by:



F8CC029F4264488...

SIGNED under the Common Seal of
The Taranaki Regional Council
in the presence of:

DocuSigned by:

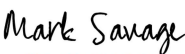


CEC162853453457...

Mike Nield
Director – Corporate Services

SIGNED by the members of the **Taranaki Regional Council Officers’ Staff Liaison Committee** as the Officers’ Representative on behalf of the
Taranaki Regional Council Staff Association Inc.:

Signed by:



751D46D99EE34EE

Mark Anthony Savage
Chair of the Staff Liaison Committee
for and on behalf of
The Officers of the Taranaki Regional Council
pursuant to Section 18 of The Employment Relations Act 2000

Signed by:



D8154D4554264A0...

Tracey Marie Scheliin
Member of the Staff Liaison Committee
for and on behalf of
The Officers of the Taranaki Regional Council
pursuant to Section 18 of The Employment Relations Act 2000

Appendix One: Officer Positions

Appendix One: Officer Position

Accountant
Accounts Payable Specialist
Accounts Receivable Specialist
Administration Officer
Application Support Specialist - IRIS
Biodiversity Adviser
Biosecurity Adviser
Botanical Records and Interpretation Officer
Business Analyst
Communications Adviser
Community Engagement Adviser
Compliance Officer
Compliance Officer - Enforcement
Consents Business Support - Administrator
Consents Business Support - Customer Engagement
Corporate Services Officer - Administration
Customer Services and Administration Officer
Data Analyst
Data Scientist
Digital Communications Specialist
Digital Training Specialist
Education Support Officer
Enforcement and Compliance Coordinator
Environment Officer - Biodiversity
Environment Officer - Biosecurity
Environmental Data Officer
Environmental Planner - Consents
Events Officer
Fleet Coordinator
Gardener - Hollard Gardens
Gardener - Pukeiti
Gardener - Tupare
GIS Specialist
Governance Administrator
Graduate Environmental Planner - Consents
Graphic Designer
Information Management Adviser
Infrastructure Engineer
Laboratory Services Coordinator
Land Management Officer - Hill Country
Land Management Officer - Riparian
Marketing Communications Adviser

KD-101615-1-150-V4-e

Initial	Initial	DS	DS
TS	MS	MN	SR

Operations Team Assistant
Payroll Specialist
Policy Analyst
Predator Free Community Liaison
Predator Free Field Coordinator
Procurement and Administration Support Officer
Programme Lead - Primary Industry
Project Coordinator (Environment Services)
Rhododendron Collection and Projects Officer
Rivers Officer
Scientist - Air Quality
Scientist - Coastal and Marine
Scientist - Freshwater
Scientist - Groundwater
Scientist - Land and Soils
Scientist - Land and Water
Scientist - Water Quality
Scientist - Water Quantity
Senior Ecologist
Senior Policy Analyst - Transport
Support Desk Technician
Systems Engineer
Technical Officer
Terrestrial Ecologist
Transport Engagement Liaison
Transport Operations Coordinator
Triage Administration Coordinator
Wetland Ecologist