



Te Kaporeihana Āwhina Hunga Whara



**Accident Compensation Corporation
and
Public Service Association**

Collective Employment Agreement

16 March 2015 – 30 August 2017

PSA ACC Collective Employment Agreement 2015-2017

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PART 1 - AGREEMENT ARRANGEMENTS

1 Status of Agreement

This Agreement is a Collective Employment Agreement made pursuant to the Employment Relations Act 2000.

2 Parties to Agreement

2.1 This Agreement is made between

THE ACCIDENT COMPENSATION CORPORATION (*referred to as "ACC"*)

and

THE NEW ZEALAND PUBLIC SERVICE ASSOCIATION (*referred to as "PSA"*)

2.2 Additional Parties

Any staff member who works in a position which is covered by this Agreement and is a member of the PSA may become a party to this Agreement.

ACC will make this Agreement known to any prospective staff member who is within the coverage clause of this Agreement.

3 Coverage

This agreement covers all permanent and fixed-term PSA members employed in non-management positions. Non-management positions are defined as all positions in Band 16 and below that do not have direct reports. Positions in the Human Resources (Talent) function are excluded from this agreement.

For the avoidance of doubt staff employed on a casual basis are not within coverage of this agreement.

Positions in Band 17 with no direct reports that were under coverage under CEA 2012-2014 and were held by PSA members on the date of ratification of this Agreement will remain under coverage for the term of this collective agreement. The position titles are:

- Category Manager
- Procurement Specialist
- Senior Assurance Auditor
- Senior Business Analyst
- Senior Investigator
- Senior Research Advisor
- Test Lead
- Senior Policy Analyst
- Senior Data Warehouse Analyst

- Senior IP Specialist

If ACC is considering changing the position title the parties will meet to agree on whether to keep those positions in coverage. If so, a Variation to this agreement will be required.

If you are under Schedule A (and therefore not on an R3 Band) then you remain within the coverage of the collective agreement unless you elect to transfer to a role which is not within the coverage clause.

Fixed Term Employees

All provisions in this Collective Agreement, unless specifically stated, apply to fixed term employees who are members of the PSA in positions within coverage. 'Fixed term' shall mean a staff member employed on a full-time or part-time basis for a specified finite time or purpose; or to replace a permanent staff member who is on approved leave; or to replace a staff member who has been seconded to an alternative position within the Corporation for a period not exceeding twelve months. The use of fixed term employment is covered by the Employment Relations Act.

4 Variation of Agreement

4.1 The provisions of this Agreement may only be varied by agreement between the parties provided that:

- The initiator of the proposal notifies the parties, in writing;
- The PSA will advise ACC of their ratification procedure if an agreement-in-principle is reached to vary the Agreement.
- Where a proposed change directly effects only a particular group of staff members, such change will be ratified in accordance with the ratification procedure, only by that particular group of staff members;
- Where the outcome of the negotiations are agreed in accordance with the ratification procedure, the variation will be deemed to be a variation in accordance with this Agreement;
- The actual variation will be appended to this Agreement and operate as a term of this Agreement; and
- Nothing in this agreement prevents an employee who is party to this Agreement agreeing individual terms and conditions of employment with ACC that are not inconsistent with the wording within this Agreement.

5 Term of Agreement

This Agreement shall come into force on 16 March 2015 and shall expire on 30 August 2017. ACC commits to commence discussion on renewal of this collective Agreement not less than sixty days prior to the expiry date of this Agreement.

6 Application of Previous Agreements

This Agreement contains enforceable conditions of employment and supersedes all previous industrial agreements, collective agreements, collective contracts,

administrative documents, and individual agreements dated prior to this Agreement, and understandings between ACC and the staff members covered by this agreement.

7 Grand-parented terms

“**Grand-Parented terms**” shall mean terms and conditions which have been removed from the employment agreement, but continue to apply to a specific group of PSA members.

“**Schedule A**” details grand-parented terms and conditions that apply to a specific group of PSA members from 15 January 2014. Employees who chose to be bound by these grand-parented terms are listed in a schedule which has been agreed between the parties. Where these terms replace the terms of this Agreement this is specifically stated. They will continue to be bound by the terms and conditions listed in Schedule A until such time as they choose to relinquish their Grand-Parented terms.

8 Application of Policy

8.1 “ACC Policy” Shall mean the in house policies published on the ACC Intranet site which cover employment conditions other than are found in this Collective Employment Agreement.

References are made in this Agreement to specified policies. ACC has an obligation to keep you informed of current policies and both you and ACC have an obligation to ensure you work within these policies. For the avoidance of doubt, the Code of Conduct is deemed to be a policy.

From time to time these policies may be amended, replaced or renamed to deal with issues that may arise. Where a policy is altered during the life of this Agreement, the substituted policy will apply but not so as to vary the terms and conditions in this agreement. ACC will consult PSA on any proposed policy changes that will impact PSA members.

PART 2 - STATEMENT OF INTENT

9 Statement of Intent

9.1 The parties undertake to administer this Agreement in accordance with the true intent of its terms and provisions, and to give each other the fullest co-operation so that harmonious industrial relations may be maintained.

9.2 The parties agree the objectives of this Agreement are:

- To develop and maintain the well-being of ACC and its staff;

- To promote and maintain mutual trust and co-operation between ACC and its staff; and
- To recognise that all staff have a valuable part to play in the success of ACC.

9.3 In order to achieve the above objectives, the parties agree:

- To maintain open and direct communication with all staff on matters of mutual interest and concern, and to ensure that consultation and co-operation are the basis for relationships between them;
- To enable ACC to meet its responsibilities and effectively undertake its functions;
- To promote the principle of equal employment opportunities; and
- That the strategic direction of ACC will be conveyed to staff on a regular basis.

10 ACC Vision and Values

The Corporation's vision is to create a unique partnership with every New Zealander, improving their quality of life by minimising the incidence and impact of injury.

In carrying out their assigned duties and responsibilities, it is expected that ACC staff members will act, at all times, in a manner which enhances the levels of trust and confidence of claimants, customers and all other persons in their dealings with the Corporation.

It is expected that ACC staff members will deliver a high standard of customer service in delivering ACC's range of services to the New Zealand public

The Corporation will provide:

- Leadership by following the ACC values and creating a successful working environment which fosters integrity, individual responsibility, team work and co-operation, development and professionalism; and
- Training so that staff can accomplish their goals and be committed to achieving the goals and objectives of the Corporation and implementing its strategies.

ACC's values are:

- People before process
- Safe Kiwis
- Fair and open
- Good partners
- Responsible stewards

Our values are a set to be kept in balance, and not traded off against each other.

You can find further information regarding the vision and values on the ACC Intranet site.

11 Participation in Management of Change

- 11.1 ACC and the PSA agree that the process of change is a natural consequence of ACC's commitment to continuous improvement. Management of change processes can result in changes to structures, staffing levels or locations, or work practices. In developing and implementing change management proposals, ACC will use the current published change management policy guidelines as a base.
- 11.2 ACC recognises the importance of participation of the PSA and its members within ACC to achieve the best outcomes from change processes. ACC also recognises the role of the PSA in representing staff views during change management processes.
- 11.3 The PSA recognises the right of ACC to manage, organise and make decisions on the procedures and policies of ACC.
- 11.4 Once ACC has developed a change proposal for a change that is likely to result in changes to structures, staffing levels or locations, or work practices, ACC will advise the PSA. ACC will:
- Give PSA a full briefing of the purpose of the review; including background information of the rationale and considerations behind the view;
 - Provide PSA time to consult their delegates and members and provide a response;
 - Meet with PSA, with the objective of reaching agreement;
 - ACC will consult with PSA over the change proposal;
 - Consider the recommendations and take them on board as far as possible in making decisions.
 - ACC reserves the right to make the final decisions, as participation does not imply that the parties must necessarily reach agreement.

12 Health and Safety

- 12.1 ACC and the PSA agree that you should be adequately protected from any health and safety hazards arising in the workplace. The promotion of good health and the use of appropriate safety measures are a major objective for ACC managers and staff at all levels. ACC operates Health and Safety Committees at the local and national level and has published policies concerning your health, safety and wellbeing. You are expected to comply with these policies.
- 12.2 As part of its Health and Safety policy, ACC is committed ensuring, wherever possible, staff members' early return to their normal duties utilising a return to work approach.
- 12.3 Staff ACC claims shall be managed in a manner that protects privacy as far as possible.

- 12.4 All PSA members covered by this Agreement on 15 March 2015 are entitled to receive a one-off taxable payment of \$500 on 8 April 2015. This payment is intended to be used for reasons relating to your wellbeing.

PART 3 - GENERAL TERMS AND CONDITIONS

13 Hours of Work

- 13.1 The spread of hours in this clause is designed to allow for flexibility in meeting customer demand and business needs.

The usual hours you are employed to work may be altered from time to time with agreement from your Manager.

- 13.2 ***Clause 13.2 does not apply to employees on grand-parented terms detailed in Schedule A; an alternative Normal Hours clause is included within that Schedule which applies to these employees.***

Normal Hours

ACC's normal hours of work for full-time staff are set at 80 hours in any cycle of two consecutive weeks. These hours are worked between 6.00 am and 10.00 pm. There will be two breaks of two consecutive days per fortnight unless you agree otherwise. (Overtime may be agreed to be worked on these two days). Where you agree with your Manager to different breaks then you must have one block of three days on one occasion and one day on another in each two consecutive week period.

Your usual hours of work (i.e. your normal start and finish times) are defined in your Letter of Offer (or subsequent contractual documentation).

In determining your usual hours of work your Manager will take into account the need to ensure the highest level of customer service delivery and the business needs. Your usual hours of work will not be changed without mutual agreement or alternatively, without using the change management processes.

For the avoidance of doubt, flexi-time arrangements are within the provisions of Flexible Working Hours (Clause 13.3) i.e. they do not permanently change your usual hours of work.

To be eligible for the Superannuation Savings Allowance referred to in clause 28.1 of this Agreement, employees whose hours of work were less than 75 hours per fortnight as at 15 January 2014 agreed to increase their hours from 16 January 2014 so that their proportion reflects a full time equivalent of 80 hours per fortnight, or accepted a proportionate pay adjustment.

ACC will consult with employees who are transitioning to a full time equivalent of 80 hours per fortnight in relation to when the additional hours will be worked, taking into account the need to maintain flexibility and the employee's personal and family commitments.

13.3 **Flexible Working Hours**

ACC supports the principles of employees balancing personal and family commitments with their daily work and wherever possible employees will be given opportunity to work flexible time so long as operational needs are met.

ACC will give reasonable consideration to any requests for flexible working arrangements, including reducing hours of work, taking into account business needs.

Where we have agreed, in writing or otherwise, to a temporary change to your usual hours of work, at any time we may give you four weeks' notice of the requirement to return to your usual hours in order to meet business needs.

13.4 **Time off in respect of extra hours worked**

Where your Manager agrees that you may work flexible hours of work you may accumulate up to four hours only and may not carry time credits over beyond the current pay period without your Manager's prior approval.

13.5 **Return to Work after Parental Leave**

Where your Manager agrees, you may (after taking a period of parental leave) return to work on a part time basis.

In determining your actual hours of work your Manager will take into account your needs and the business needs.

Where we have agreed to a change in your actual hours of work in order to meet your personal needs we may give you four weeks' notice of the requirement to return to your actual hours (i.e. the hours worked prior to you taking parental leave).

13.6 **Minimum Break**

You are entitled to a minimum break of nine hours between completion of work on one day and commencement of work on the next day, without loss of remuneration.

13.7 **Lunch Breaks**

If you work full-time you have unpaid lunch breaks of at least 30 minutes and not more than one hour each day; provided that such breaks may be extended at your Manager's discretion.

13.8 **Tea Breaks**

You may take tea breaks of 15 minutes duration each morning and afternoon, or night if applicable, at times specified by your Manager.

14 Overtime Rates

- 14.1 **Clause 14.1 does not apply to employees on grand-parented terms detailed in Schedule A; an alternative Overtime Rates clause is included within that Schedule which applies to these employees.**

Overtime is to be authorised in advance by the relevant manager. Overtime is defined as time ACC requires to be worked that is in excess of 80 hours in any fortnight.

- 14.2 Where overtime is authorised and you are eligible to receive compensation for it, method of compensation shall be by prior and mutual agreement between you and your Manager, as follows:

- (i) Payment at the rate of time and a half; or
- (ii) Time off in lieu equivalent to the overtime hours you actually worked, to be taken at a time that is mutually agreed.

- 14.3 You will be given reasonable notice where overtime is required to be worked.

15 Public Holidays

- 15.1 The following days are observed as Public Holidays:

| | |
|--------------------------|-------------------------------------|
| Christmas Day | December 25 |
| Boxing Day | December 26 |
| New Year's Day | January 1 |
| Day after New Year's Day | January 2 |
| Waitangi Day | February 6 |
| Good Friday | timing varies - March or April |
| Easter Monday | timing varies - March or April |
| Anzac Day | April 25 |
| Queen's Birthday | 1st Monday in June |
| Labour Day | 4th Monday in October |
| Regional Anniversary Day | timing varies according to province |

Where a public holiday falls on a Saturday or Sunday, that holiday is observed on the following weekday.

Public Holidays shall be granted to part-time staff only where the day concerned is a day normally worked by the staff member.

- 15.2 ACC needs and requires some staff to work on public holidays to service customers and

staff. Generally this arises in national units and on Regional Anniversary Days.

Where ACC does require you to work on a public holiday, you will be given at least fourteen days' notice and will receive an alternative full day's holiday, to be taken at an agreed time or in conjunction with annual leave, and be paid time and a half for the greater of;

- i) The hours intended to be worked on the day; or
- ii) The hours actually worked on the day.

16 Annual Leave

16.1 The purpose of annual leave is to allow you to have a break from work and enjoy an extended period of rest and relaxation.

16.2 If you are a permanent staff member:

- i) with up to five years continuous service with ACC you are entitled to four weeks annual leave per annum.
- ii) with over five years continuous service with ACC or your permanent substantive role is within the Sensitive Claims Unit you are entitled to five weeks annual leave per annum.

Note: If you transfer permanently out of the Sensitive Claims Unit and do not have over five years continuous service with ACC your entitlement to annual leave will revert to that found in clause 16.2 i) above.

- iii) You must take at least one period of at least two weeks annual leave per annum (including Public Holidays which fall within the period of absence).
- iv) You are expected to positively plan for your annual leave to be taken in the year it falls due. It is expected that at any one time you should not have accumulated more than five days in excess of your annual entitlement i.e. twenty plus five or twenty five plus five. Both you and your manager have a responsibility to ensure this expectation is met. By mutual agreement with your manager and upon specific request in writing you may accumulate more than five days over your annual entitlement.
- v) You are expected to apply for annual leave at least four weeks prior to the period requested. Leave of 'short duration', e.g. one or two days, may be considered with a lesser notice period.

vi) You may take annual leave as it accrues.

vii) You may anticipate annual leave in special circumstances and with the agreement of your manager.

Notes: (i) If you are a permanent part-time staff member you are entitled to the same annual leave entitlement as above but on a proportionate basis to reflect your hours of work.

(ii) Leave is to be taken at times convenient to ACC. ACC has the right to direct you to take annual leave following the twelve months of it accruing, where possible this will be with your agreement.

(iii) Payment for annual leave will be paid in the pay that relates to the period, during which the leave is taken or, where employment has ended, in the pay period that relates to the employee's final period of employment, unless specifically otherwise agreed.

16.3 If you are a temporary member you do not receive the annual leave entitlement as above, but instead are paid holiday pay pursuant to the Holidays Act 2003.

16.4 If you are sick while on annual leave you may be entitled to have your annual leave reinstated at your manager's discretion, on production of a medical certificate. This medical certificate should be provided at the time of returning to work.

17 Long Service Leave

If you are a permanent staff member you are entitled to Long Service Leave on the following basis:

- On completion of ten years continuous service with ACC you are entitled to two weeks leave. This leave must be used within two years or it may be forfeited.
- On completion of fifteen years continuous service with ACC you are entitled to two weeks leave. This leave must be used within two years or it may be forfeited.
- On completion of twenty years continuous service with ACC you are entitled to four weeks leave. This leave must be used within five years or it may be forfeited.
- On completion of twenty-five years continuous service with ACC you are entitled to two weeks leave. This leave must be used within two years or it may be forfeited.

Long service leave is to be taken in one continuous period except the entitlement at twenty years continuous service which may be taken in two continuous periods of two weeks.

18 Bereavement Leave

18.1 You are entitled to:

- Up to five working days paid bereavement leave (including the need to undertake reasonable travel) on the death of a person with whom you have a close association:
- Up to three working days paid bereavement leave per bereavement (including the need to undertake reasonable travel) on the death of more than one person at the same time with whom you have a close association (for example, where multiple deaths occur in a single accident and where you have a close association with more than one of the deceased persons).

This association need not be a blood relationship.

18.2 ACC may at its discretion grant additional paid or unpaid leave depending on individual circumstances and upon application.

18.3 ACC is appreciative of cultural requirements that may necessitate your attendance at a bereavement ceremony such as a Tangihanga or equivalent. Special bereavement leave may also be granted in such circumstances.

19 Domestic Leave

19.1 You are entitled to paid Domestic Leave of up to five days per calendar year where you must be absent from work to look after a dependant due to their injury or illness. A medical certificate is required for any period exceeding three working days. If you commence employment after 1 January the domestic leave entitlement will be pro-rated for the first calendar year.

A dependant is your spouse or partner, child or parent, or other member of your immediate family, who, through their illness or injury, becomes dependent on you for their physical care.

19.2 The purpose of domestic leave is to enable you to have paid time off to arrange for or to provide for the care of your dependant/s.

19.3 ACC may at its discretion grant additional paid or unpaid leave depending on individual circumstances.

19.4 If you are a temporary staff member domestic leave will be granted to a maximum of 5 days per annum pro-rated to the term of your fixed term agreement.

20 Sick or Injury Leave

General Principles

Sick leave is provided for absences due to personal illness to allow you time to recover while ensuring an expedient return to work. It is always ACC's aim to enable the employee to return to work after sickness or injury where this is achievable within a reasonable timeframe.

20.1 Entitlements

Your entitlement to sick or injury leave exists when you are sick or injured and when you follow the requirements of the clauses below.

20.1.1 Sick Leave

If you have less than twelve months continuous service with ACC and are ill you have up to a maximum of five days paid sick leave to recover from your illness and return to your normal duties and hours of work.

Managers may, at their discretion grant additional paid sick leave during this period.

If you have more than twelve months continuous service with ACC you will accrue ten days' paid sick leave per year. Unused sick leave will be carried forward and accumulated to a maximum of 60 days. Unused sick leave will not be paid out upon termination of employment.

Upon expiry of paid sick leave a meeting will be held to consult with you regarding the management of any future sick leave and pay, in accordance with Clause 20.5.

If you fall sick during annual leave please refer to clause 16.4.

20.1.2 Transitional arrangements for current employees

PSA members as of the date of ratification.

On the date of ratification of this Agreement, PSA members who have at least 1 year's continuous service with ACC, have an accrued sick leave entitlement of 60 days. Future sick leave accrued entitlements are calculated in line with clause 20.1.1 above.

PSA members who joined after date of ratification.

Any employee who comes within coverage of this Agreement during its term has an accrued sick leave entitlement calculated in line with clause 20.1.1 above based on their current, continuous service with ACC. This entitlement is capped at 60 days minus any sick leave used in the previous 12 months.

20.1.3 Injury leave

For each injury where your absence is due to a work or a non-work accident ACC shall make up the balance of pay between the 80% of weekly compensation that the ACC scheme covers and the rate of your ordinary pay for a period of three months, subject to the provisions of clauses 20.5 – 20.7 below.

Where your absence is due to injury arising from a non-work accident ACC shall pay for the first week of absence at your rate of ordinary pay.

Reimbursement of provider part charges for primary services related to work injury treatment may be made on submission of a receipt where treatment has had prior approval. ACC will monitor the cost associated with this and review annually.

20.2 Management and prevention provisions

ACC expects of you that you will:

- Take reasonable precautions against illness and injury;
- Report any work accidents to your Manager on the day on which they occur. In the case where an injury results, this must be reported immediately to your Manager;
- Make every effort to live and work safely by observing safety rules and standards, both on and off the job;
- Notify your Manager as soon as possible on your first day of absence;
- Provide your manager with reasonable information about your illness or injury to assist them to understand and appropriately manage the situation;
- Maintain regular contact with your manager during any period of absence;
- Inform your manager if you have a deterioration of your condition that may have the potential for you to require further leave;
- Participate actively and co-operatively in your rehabilitation, which includes following medical advice and exercising common sense around taking appropriate steps to achieve an expedient return to work; and
- Participate actively and co-operatively in return to work discussions, and any return to work programme where the nature of the illness or injury, or the duration of absence warrants it.

You can expect of ACC that:

- If you are ill or injured, you should be able to recover and return to your normal duties and hours of work without fear of immediate termination or loss of pay;

- Your manager will make regular contact during periods of sick or injury leave;
- Your manager will complete a return to work discussion following each incidence of sick leave;
- Where the nature of the illness or injury, or the duration of absence warrants it, your manager will work with you to develop a return to work programme which will not usually exceed 6 weeks;
- If your manager has concerns regarding your sick or injury leave usage, they will meet with you to discuss appropriate steps to address this which may include:
 - Seeking medical information about the reasons for sick leave usage;
 - Setting expectations about future sick leave usage and how this will be managed;
 - Providing reasonable support to assist you in the management of any identified underlying health condition.

Your manager will seek your feedback on these steps before making a decision.

20.3 Medical Certificates

You must supply your manager with a medical certificate for any absence for reasons of ill health or injury for any period exceeding three working days.

If you have had over five days sick or injury leave in the last twelve months **and** there is a concern at the frequency or incidence of absence ACC may require you to supply a medical certificate to support any future sick leave absence for up to twelve months. You will be informed of the requirement prior to any future absence and the reason for the requirement.

Medical certificates must state the dates for which you are unfit to work, the date on which you were assessed, and your expected return to work date or the date upon which you are to be reassessed.

20.4 Obtaining additional information

If your medical certificate does not give enough information or your manager believes a second opinion would be beneficial, your manager may seek your written consent to obtain appropriate medical or clinical information and/or seek a medical opinion. Information your manager may obtain includes:

- A diagnosis.
- A medical prognosis.
- What specific support you may need ACC to provide in order to assist you to

return to your normal duties and hours of work.

- What barriers can be identified that may prevent you from returning to your normal duties and hours of work.
- If and how any ongoing health needs may impact on your ability to return to your normal duties and hours of work.
- If and how your work environment may impact on your ability to return to your normal duties and hours of work.
- A likely timeframe within which you are expected to return to work.

This may be from a registered health practitioner nominated by your Manager (at ACC's expense). The purpose of this is to:

- Assist with an expedient recovery and return to work; and/or
- Assist ACC to understand your condition; and
- Manage your sick leave appropriately.

You are required to provide your written consent to ACC within five days of being requested, in these circumstances.

You are able to present the above information from your own health practitioner for consideration provided you do so within 10 days of being asked for your consent to see ACC's nominated health practitioner.

If you refuse to provide the appropriate consent or do not attend any necessary appointment, ACC reserves the right to make a decision regarding your ability to return to your normal duties and hours of work and/or continued employment based on the information available to ACC.

20.5 High or frequent sick or injury leave

Wherever possible, your manager will discuss the management of your sick leave in any of the following circumstances:

- You have been, or have advised us that you are likely to be, off work continuously for four weeks or more.
- There is a concern about the frequency or incidence of your sickness absence.
- You have an underlying medical condition that is impacting your ability to attend work on an ongoing basis, or to complete your normal hours or duties.
- Where it is possible that your sick leave will exceed your entitlement.

When your sick leave usage has, or will (in accordance with medical advice) exceed

your paid sick leave entitlement, your manager will review how to manage your sick leave and recovery. You and/or your authorised representative will be part of this discussion. The options may include:

- A Return to Work Programme.
- A continued period of sick or injury leave on full pay.
- Consideration of alternative duties or hours on a permanent or temporary basis
- A period of sick leave on reduced pay.
- A period of leave without pay.
- Payment for hours worked only
- Consideration of medical retirement

These options will be considered in line with the medical information available, your preferences and needs, and the operational requirements of ACC.

It is always ACC's aim to enable you to return to work after sickness or injury where this is achievable within a reasonable timeframe.

These options may not suit cases where there is frequent sick leave not relating to a single underlying medical condition. In these cases your manager may manage the situation as an attendance concern in line with the performance improvement policy.

20.6 Medical Retirement

ACC may require you to medically retire if you are medically unfit to perform the full range of your duties and/or hours, and cannot return to or sustain your normal duties and/or hours for medical reasons within a reasonable period.

If a decision to medically retire you is made, it will be based on information supplied by two registered health practitioners, one nominated by ACC and one nominated by you.

If you medically retire in accordance with this clause and have had at least two years' service you will receive three months base salary. (If you are employed as a part-time staff member, this provision applies on a proportionate basis. This does not apply if you have reduced your working hours in order to manage your current illness).

20.7 Medical Incapacity

For the avoidance of doubt, ACC may terminate your employment on the grounds of medical incapacity in the following circumstances:

- i. you appear, on reasonable grounds, unable to sustain your normal duties and/or hours of work for medical reasons and/or return to normal duties and/or hours

within a reasonable time period; and

- ii. you have refused consent to provide the medical information required under clause 20.7; and
- iii. ACC has made reasonable efforts to seek such consent from you.

21 Retirement

ACC will consider any request for retirement compensation after twenty years continuous service with ACC.

Upon retirement you will receive an amount equal to one week's remuneration current at the time of retirement for each complete year of service with ACC. If you are a permanent part-time staff member, this provision applies on a proportionate basis, which reflects your hours of work.

Any payment made in respect of this Clause is made on the expectation that the ACC staff member will not undertake regular paid employment after cessation of their employment with ACC. For the avoidance of doubt the intent is not to offer compensation to those leaving ACC but continuing significant paid employment, either in respect of hours worked or similar duties.

22 Employee Rights

- 22.1 ACC has in place effective policies on Equal Employment Opportunities, Discrimination and Sexual Harassment. Your attention is drawn to these policies.
- 22.2 An Employee Assistance Programme also operates throughout ACC and is available to all staff.

23 Conflict of Interests

- 23.1 You are expected to devote your whole working time with ACC to ACC's business and should understand that any interests you have which conflict with the interest of ACC or your ability to perform your duties may jeopardise your employment.
- 23.2 If you are contemplating commencing or are engaged in paid employment or any activity that may conflict with ACC business you need to consider whether it could in any way:
 - Conflict with your ACC duties;
 - Compromise your ACC duties;
 - Impair your performance; or
 - Compromise your integrity as a staff member.

Your involvement in any paid employment, or activity that may conflict with ACC business must be reported to and approved by ACC.

- 23.3 All staff members are advised of the application of the Corporation's Code of Conduct in regard to the declaring conflict of interest matters.

24 Confidentiality

- 24.1 You are responsible for the security of the confidential and commercially sensitive data, which is held by ACC. Information concerning clients entrusted to ACC must also be treated with the utmost confidentiality. It is a basic condition of your employment that this information is not to be disclosed to or discussed with unauthorised people, either inside or outside ACC. "Information" in this context includes computer programmes and systems, documentation, data and correspondence, both internal and external.
- 24.2 In recognition of this you are required to sign a Confidentiality and Information Security Agreement on your engagement as a condition of employment.
- 24.3 Failure to comply with these confidentiality conditions will be considered as serious misconduct.

25 Period of Notice of Termination

- 25.1 If you wish to terminate your employment with ACC or ACC wishes to terminate your employment, a period of notice of one month in the case of permanent staff, or two weeks in the case of temporary staff is required except that this may be varied by mutual agreement.
- 25.2 Where either party gives less notice to that required, ACC may make a payment in lieu of such notice or you may forfeit pay in lieu of such notice.

26 Access to Agreement

This Agreement shall be made readily accessible and available to all staff members covered by this Agreement.

27 Higher Duties Allowance

If you are temporarily appointed to act in and substantially perform the duties of a more senior position for more than two weeks continuously, you will be paid from the date on which you commence the higher duties, at a rate not less than the minimum remuneration paid for the position for the duration of your appointment.

28 Reimbursement of Business Expenses

You will be reimbursed for actual and reasonable business related expenses incurred in performing your duties, provided that wherever possible prior approval is obtained before you incur any expenses. ACC will require any claim for expenses to be supported by appropriate receipts or other documentation.

PART 4 - PERFORMANCE MANAGEMENT

29 Performance Development Cycle

The Performance Development Cycle is a framework designed to assist you and your Manager to openly and effectively discuss your work performance and development and assesses all aspects of your performance. It applies to permanent and fixed term employees.

Information, guidance and training to managers and/or employees may be provided to ensure the system is used effectively in accordance with identified needs.

29.1 Key components of the Performance Development Cycle

The performance year for the purposes of the Performance Development Cycle commences on 1 August. This is off-set by 1 month from the performance year of ACC itself. This means we can use organisational strategy and results to set meaningful performance expectations and conduct performance assessments.

At the beginning of the Performance Development Cycle performance year, you and your Manager will discuss the performance expectations for your position. Performance expectations will be set and documented, consistent with the position description for the role and the Performance Development Cycle guidance.

Regular, documented performance discussions will occur throughout the performance year. These include an interim review (after six months) and an end of year review. These discussions are usually between you and your immediate manager. You should contribute your views on your performance and your ideas for your development as part of this process.

At the end of the performance year, you will meet with your manager who will provide you with a performance rating. The rating will reflect your performance against the expectations set for the performance year. Wherever possible, this meeting will occur during July. Your performance rating will be confirmed in writing.

If you transfer to another role, or your job responsibilities change within the performance year, performance expectations may be revised. New performance expectations may be set for the remainder of the performance year. Your performance assessment will be based on your performance over the whole year but greater weight may be placed on performance in your current role, if this is reasonable in the circumstances.

You can find full guidelines for the Performance Development Cycle on the ACC Intranet.

29.2 **Disagreement over an end of year performance rating**

If you disagree with the end of year performance rating you have been given, you should follow this two-step process to try to resolve disagreement:

Step 1: Informal review:

Within 2 weeks of receiving your end of year performance rating, email your manager explaining why you disagree with the rating and present any supporting information you believe is relevant. Your manager will consider the facts you have raised and make a decision on whether to change your rating. They will require their manager's approval to change your rating. Your manager will meet with you (either in person or by phone) and clearly convey their decision. If they change your rating, that will be recorded and implemented. If they do not agree to change your rating, they will tell you their reasons so you can understand their position. This decision will be communicated to you within 2 weeks of the date you lodged your informal review wherever possible.

Step 2: Formal review

If you still disagree with your end of year performance rating after Step 1, you have 2 weeks to raise a formal review. You can seek advice from a PSA Delegate or People Services at this time.

To raise a formal review you need to email your manager's manager explaining why you disagree with your rating and the explanation provided by your manager at Step 1, and present any further supporting information you believe is relevant. You must do this within 2 weeks of receiving your manager's decision.

Your manager's manager will discuss your formal review with your manager and People Services, and their decision will be based on the facts presented and whether, during the performance year:

- Your manager provided adequate training and support
- Your rating is consistent with the feedback you received during the performance year
- Your objectives were fair and reasonable for the role
- The rating decision is in line with current Performance Development Cycle guidance.

The decision will be communicated to you in writing within 2 weeks of the date you lodged your formal review wherever possible.

If you still disagree with your end of year performance rating, please refer to Part 6 of this Collective Agreement.

PART 5 - REMUNERATION

30 Remuneration

Employees on grand-parented 'Schedule A' terms have alternative remuneration arrangements set out in Schedule A of this agreement. Clauses 30.1 and 30.2 do not apply to them.

30.1 Remuneration framework

The following provisions apply to permanent and fixed term employees.

ACC is committed to rewarding your performance and aligning your pay with the market and organisational performance.

All employees are entitled to have their remuneration reviewed at the end of each performance development cycle. Any resulting remuneration increase takes effect from 1 July. Remuneration increases are based on individual and organisational performance, remuneration bands and affordability, and are therefore not guaranteed.

Individual performance is measured through the Performance Development Cycle (Part 4).

Please refer to the Remuneration and Performance Policy, on the ACC Intranet, for further information.

Remuneration bands and Job Evaluation

All permanent and fixed term positions within ACC are measured using Hay Group job evaluation methodology and assigned to a remuneration band. ACC's remuneration bands are based on the total Employer Investment (refer to clause 28.2). The remuneration bands range from 85%-120% of the Hay Group Public Sector market rate.

The Hay Group Job Evaluation methodology determines the size of a role which dictates the appropriate remuneration band for that role.

The following benchmark positions are evaluated through a Job Evaluation Committee.

- Case Administrator
- Case Co-ordinator
- Case Manager
- Injury Prevention and Management Consultant
- Team Administrator
- Customer Services Representative
- Entitlement Payment Officer

A certified job evaluator and a PSA delegate trained in job evaluation will be part of this committee. An evaluation of a benchmark position is likely to occur when a significant

change to any position has occurred and a business case for re-evaluation of the role on this basis has been approved. The Chief Executive, or their nominee has final approval.

Positions other than benchmark positions are evaluated by a certified job evaluator to determine their appropriate size. The Chief Executive, or their nominee has final approval.

Remuneration Framework Funding

The amount of money available for remuneration increases each year is determined by movement in the Hay Group Public Sector market data, organisational performance, and affordability. ACC will take reasonable steps to ensure it can fund remuneration increases.

- Hay Group market data is taken from the March quarter
- Affordability is monitored throughout the year and final decisions on the remuneration budget are made near the end of June.
- Organisational performance is monitored throughout the year, and reported on in August.

Decisions on the salary ranges for each of the remuneration bands and the matrix of the percentage increases to apply to performance ratings are based on the above factors.

The ACC Remuneration Committee determines the amount of money available for remuneration increases, based on the above factors. Their decision will be made as close to the end of ACC's performance year as possible and will be communicated in writing to the PSA as early as is practicable.

The PSA will be consulted on the amount of money to be made available for remuneration increases each year and are invited to make a recommendation setting out their view. ACC will share available information with the PSA regarding market movement, organisational performance and affordability to ensure the PSA is able to provide informed comment. Similarly, the PSA will share any information they consider relevant to their recommendation with ACC. The remuneration increases for each performance rating will be published on ACC's intranet on an indicative basis. A final version will be published once the ACC Remuneration Committee has made the final decision.

Performance based pay increases

Every position in ACC has a remuneration band of 85% to 120% of the market rate.

Pay increases are based on performance ratings, determined through the Performance Development Cycle

You will not receive a remuneration increase if you were appointed to your current position and/or received a remuneration increase on or after 1st April. However, your remuneration will be at least 85% of your new remuneration band from 1st July.

No employee will be paid less than 85% of their remuneration band, unless they receive

a rating of 'unacceptable'.

If the annual remuneration review results in a reduction of the band for your role, and your remuneration therefore now exceeds 120% of your band, your remuneration will remain fixed at what you are currently paid until such time as the remuneration band for your job catches up to your salary.

Following your end of year review you will be advised in writing of the remuneration you will receive for the next twelve months, your remuneration band and your position in that band.

30.2 **Employer Investment**

The details of each employee's remuneration will be set out in their letter of offer, and will comprise:

Base Salary
+ Benefits (eg carpark/motor
vehicle)

Fixed Remuneration

Plus Superannuation Savings
Allowance

Employer Investment

"**Fixed Remuneration**" is the value of the Base Salary paid to employees together with the cost of any contractual benefits, such as a motor vehicle.

"**Employer Investment**" represents the overall cost of the employee's remuneration package including both Fixed Remuneration plus the value of the Superannuation Savings Allowance.

In determining remuneration bands, and the position of employees within those bands, ACC shall have regard to the overall Employer Investment, inclusive of the Superannuation Savings Allowance

All references within this agreement to 'remuneration bands or 'market rate' will be based on the Employer Investment.

ACC will publish its remuneration bands and pay progression model on its Intranet.

Superannuation Savings Allowance

ACC will provide a Superannuation Savings Allowance of 9% (gross) of Fixed Remuneration to all eligible employees to support them with their retirement savings, subject to the terms of ACC's Superannuation Savings Allowance Policy.

This allowance will be paid in addition to Fixed Remuneration, and will be applied by ACC to a superannuation or Kiwisaver scheme, on behalf of the employee, in accordance with ACC's Superannuation Savings Allowance policy.

The Superannuation Savings Allowance will be used in the first instance to fund any existing or required employer contributions to a superannuation or Kiwisaver scheme, provided that where the existing or required contribution rate is less than 9%, the balance will be paid as an additional employer contribution.

The Superannuation Savings Allowance will include all associated costs relating to the provision of that benefit including Employer Superannuation Contribution Tax (ESCT).

In the case of Kiwisaver, the employer contribution will be made up of the prevailing compulsory statutory contribution rate, including ESCT (employer superannuation contribution tax), plus an additional employer contribution to a total maximum employer contribution of 9%.

This provision is instead of, and not in addition to any obligations ACC may have to contribute to a superannuation or Kiwisaver scheme, pursuant to the Kiwisaver Act or any other contract, deed, enactment or arrangement.

Eligibility for Superannuation Savings Allowance

The eligibility rules for the Superannuation Savings Allowance are as set out in the ACC Superannuation Savings Allowance Policy. Without limiting the terms of that policy, employees will not be eligible for this allowance if they are making employee contributions and/or receiving employer superannuation contributions to a National Provident Fund;

In the event that any employee is not eligible for the Superannuation Savings Allowance, all other parts of this agreement (including as varied) will apply insofar as they can be applied to those employees.

PART 6 – PROBLEM RESOLUTION PROCEDURES

31 Problem Resolution Procedure

31.1 ACC is mindful of your needs, particularly when a work-related problem results in dissatisfaction for the staff member and a disturbance in ACC-staff member relationship.

Good communication between managers and staff will, in the majority of cases, quickly resolve any problems, grievances or misunderstandings. However, if no solution is forthcoming then both you and ACC must follow the problem resolution process to make sure that issues are promptly resolved.

This is available on the ACC Intranet.

31.2 You have the right to be represented by a person of your own choice at any time during the problem resolution process. You will be advised of your right to be represented by a person of your own choice at any time during the process.

31.3 A personal grievance means any grievance that you have against ACC because of a claim that:

- You have been unjustifiably dismissed;
- Action ACC has taken disadvantages you in your employment or a term of your employment is unjustifiable;
- You are discriminated against in your job;
- You are sexually harassed in your job;
- You are racially harassed in your job;
- You have been pressured in your job because of your membership or non-membership of a union; or
- You have been pressured to belong or not belong to a union.

A personal grievance must be raised with your Manager within ninety days of the event.

31.4 Nothing in this procedure shall affect your right to invoke as an alternative the provisions of the Human Rights Commission Act or the Race Relations Act in appropriate circumstances.

32 Disputes Procedure

Where any party to this Agreement has a problem relating to the interpretation, application or operation of this Agreement, the disputes procedure as contained in Part 10 of the Employment Relations Act 2000 shall apply.

PART 7 - REDUNDANCY PROVISIONS

33 Redundancy

ACC may make staff redundant during the term of this agreement through the application of the following clause.

33.1 Definition

A redundancy will occur in ACC when a permanent staff member's employment is terminated because the position occupied, and the services provided, by that staff member is or will become, superfluous to the needs of ACC.

33.2 No redundancy will occur by reason of the sale or transfer, including outsourcing, of the whole or any part of ACC's operations, where the purchaser or transferee of the operations has offered employment to the staff member from the time the sale or transfer takes effect in the same or a substantially similar capacity under no-less-favourable employment conditions, including service recognition.

33.3 A redundancy payment will be made only to permanent full-time and permanent part-time staff, and also to permanent staff who are on parental leave where their position has been kept open.

33.4 **Other Options**

In the first instance every reasonable effort will be made to retain the staff member's services. Options available to ACC include redeployment, retraining, relocation and reduced hours.

Where your position disappears as a consequence of reorganisation, and ACC wishes to retain your skills, ACC may transfer you to a suitable alternative position that is in the same location or one that is within reasonable commuting distance from your residence, and is:

- In keeping with your skills and experience; or
- Within your capability with such retraining as may be provided by ACC.

33.5 Except as provided in subclause 33.6 below, where redeployment to a suitable alternative position is not accepted by you, no redundancy compensation will be payable.

33.6 If you are transferred to a position in which a lower rate of pay is payable, you shall retain the former rate of pay for a period of twelve months following the date of transfer, after which the rate of pay appropriate to the new job shall apply. Non-acceptance of any offer of transfer to a position with a lower rate of pay will not disqualify you to any redundancy compensation you would otherwise be entitled.

33.7 **Employee Protection Provision**

33.7.1 This clause applies to any sale, transfer or contracting out of all or part of the activities or operations of the Corporation.

33.7.2 Where the Corporation is contemplating such sale, transfer or contracting out (together a "transaction") and the Transaction may affect positions of the employees covered by this agreement, the following process will apply:

As soon as is reasonably practicable (taking into account the commercial and confidentiality requirements of any such Transaction) the Corporation will consult with the PSA and the employees potentially affected.

Where, following such consultation it has been determined to proceed with the Transaction, the Corporation will endeavour in its negotiations with the potential new employer, to protect employee interests by:

- (i) exploring with the potential new employer whether it is in a position to offer employment to the potentially affected employees covered by this agreement on terms and conditions of employment that avoid the need to pay redundancy compensation if the Transaction proceeds; and
- (ii) where the proposed Transaction is not able to be concluded on the basis in paragraph 33.7.2 (i) above, or on a basis whereby an employee is prepared to accept a role with the new employer, the Corporation will endeavour to find a suitable alternative position for its staff prior to resorting to redundancy.

33.7.3 The matters relating to the terms of employment that the Corporation will negotiate with the new employer will be those set out in this written Collective Agreement and for the avoidance of doubt, will not include any matters contained in Corporation policies or any other discretionary benefits of employment.

33.7.4 Where, following the negotiations with the new employer, the Transaction is to take place, and an individual employee covered by this agreement is either not offered employment with the new employer or has declined an offer of employment, the following process will apply:

- (i) Where no offer of employment is made by the new employer, the Corporation will explore redeployment and other options to avoid redundancy for the employee and will endeavour to identify a similar role for the employee with the Corporation on no generally less favourable terms of employment than those contained in this agreement. If such a role is identified for an employee and they are offered such a role, where the employee declines it, they will be made redundant without compensation; and
- (ii) Where an offer of employment is made by the new employer on terms that avoid the need to pay redundancy compensation under clause 33.2 of this agreement but the employee declines such an offer, they will be made redundant and will not be entitled to any redundancy compensation; and
- (iii) Where the employee is made an offer of employment by the new employer on terms and conditions that do not satisfy clause 33.2 the employee will be entitled to decline the offer and receive redundancy and any other entitlements in accordance with the terms of this agreement. However, if the employee accepts such an offer, they will not be entitled to redundancy compensation.

33.8 **Notification**

Where you are to be declared redundant you will be given at least four weeks notice of redundancy in writing.

33.9 **Redundancy Payment**

33.9.1 If you are a permanent staff member ACC will make a redundancy payment as follows:

The greater of:

3 months base salary;

OR

10% of the total current base salary at the time of redundancy for the first year of service and 5% of the total current base salary at the time of redundancy for the second and subsequent years of continuous service (pro rata on a monthly basis) to a maximum of twenty years.

Note: The total amount paid to staff members under these provisions shall not exceed \$43,260.

33.9.2 The redundancy payment will be made in a lump sum and taxed at the appropriate rate as stipulated under the Income Tax Act 1976 and amendments.

33.9.3 The payment to be made will be contingent on you remaining at work and performing your normal duties until the expiry of the period of notice, unless the appropriate General Manager approves otherwise. The date of termination is your last day of work.

33.10 **Other Payments**

In addition to the above redundancy payment, you will be paid on termination:

- Any unused annual leave entitlement;
- Any long service leave entitlement accrued at the date of termination which has not previously been taken or forfeited; and
- Salary up to the date of termination.

33.11 **Job Search and Counselling**

If you are given notice of redundancy you will be given reasonable time off for job seeking. In addition, counselling will be offered dependent on your needs.

PART 8 - REPRESENTATION

34 Recognition of Employees Representatives

ACC and the PSA have an agreement and guidelines that set out the framework of the relationship. ACC recognises and values the role of PSA delegates as authorised representatives of employees covered by this agreement. ACC will allow them reasonable time and access to facilities to carry out their functions including PSA sponsored training subject to ACC's operational requirements.

ACC and the PSA agree that, in the first instance, local issues will be dealt with by the local PSA delegate and the local business unit manager. ACC and the PSA agree that there will be regular communication between local delegates and local managers, as per guidelines.

As part of the induction process ACC will provide for the introduction of new staff to a PSA delegate and provide PSA membership application forms.

ACC will provide for access to representatives of the PSA to workplaces at any reasonable time when staff are working on the premises.

PSA members are entitled up to four hours per annum to attend union meetings with no loss of pay, meetings will be a maximum of two hours in length. Any request for additional time will require ACC approval. PSA shall give ACC at least 10 days notice of date and time. PSA members shall be entitled to attend meetings with their representatives without loss of pay at times agreed with their manager.

ACC will deduct PSA fees from the salaries of staff who have given appropriate authorisation. On request, but not more than six monthly, ACC will provide the PSA with a list of names of staff for whom deductions are being made.

PART 9 – SIGNATORIES

For and on behalf of **THE
ACCIDENT COMPENSATION
CORPORATION**

.....

Debbie Barrott

Dated at.....this day of 2015

For and on behalf of the **NZ
PUBLIC SERVICE ASSOCIATION (Inc.)**

.....

Richard Wagstaff

Dated at.....this day of 2015

Schedule A – GRAND PARENTED TERMS

The terms and conditions listed below have been varied within the Collective Agreement but continue to apply to employees who elected to opt out of the R3 proposal which when implemented varied these terms and conditions.

Employee on Schedule A terms may elect to rescind their grand-parented terms at any time, by giving their manager two weeks notice, reaching agreement with them on new hours of work in accordance with Clause 13.2 of this Agreement, and confirming this decision in writing.

In the event that an employee rescinds their Schedule A terms on or after 1 April of a performance year, they will not benefit from the improved performance pay table until the following performance year.

i) Normal Hours

ACC's normal hours of work for full-time staff are set at 75 hours in any cycle of two consecutive weeks. These hours are worked between 6.00 am and 10.00 p.m.

There will be two breaks of two consecutive days per fortnight unless you agree otherwise. (Overtime may be agreed to be worked on these two days). Where you agree with your Manager to different breaks then you must have one block of three days on one occasion and one day on another in each two consecutive week period.

In determining your usual hours of work your Manager will take into account the need to ensure the highest level of customer service delivery and the business needs. Your usual hours of work will not be changed without mutual agreement or alternatively, without using the change management processes.

iii) Overtime Rates

Overtime is to be authorised in advance by the relevant Manager. Overtime is defined as time ACC requires to be worked that is in excess of 75 hours in any fortnight.

iii) Remuneration Reward Philosophy

ACC is committed to rewarding your performance and aligning your pay with the market. The following provisions shall apply to permanent staff only.

ACC compares its pay rates to the "Public Sector" market using information supplied by Hay Management Consultants.

- i) Once a year, in July, ACC compares pay rates in the market, for jobs with the same total number of Hay points to the salary range that applies to your role. This shows ACC any change in the market rate for your job. ACC then revises the range for your role accordingly.
- ii) Benchmark positions are evaluated to determine their comparative size, relative to all other positions within ACC by a certified job evaluator. PSA participate in

the job evaluation committee. The Chief Executive, or their nominee has final approval.

- iii) Positions other than benchmark positions are evaluated by a certified job evaluator to determine their appropriate size for the approval of the Chief Executive, or their nominee.
- iv) The market rate determines the remuneration range for your job.

Every position in ACC has a remuneration range of 85% to 120%.

- 85% is the minimum you can be paid.

The only exception is if you receive an “unacceptable” rating from the annual performance review. If this happens, you will not be automatically entitled to move to 85% of the range.

- 100% is the market rate.
- 120% is the rate if you have performed at an exceptional level over a period of several years.

If the 120% rate for your role reduces as a result of the annual review of all ranges, and your salary exceeds 120% of your range your salary shall remain fixed until such time as the annual review determines that an increase would apply to you.

28.2 Rewarding your performance

Salary review

In July each year, at the same time as adjusting the salary ranges to reflect how much the market has moved, ACC also conducts the annual review of your remuneration.

The tool used to calculate any increase to your salary is developed in consultation with the PSA and is dependent on the following four factors:

- i) How much money we have available for increases across ACC;
- ii) The type of employment agreement you are covered by;
- iii) Your performance over the last twelve months; and
- iv) Where your current pay fits within the new range for your position.

All increases to salary are effective from 1st July.

Remuneration review principles

Details of the Tool used to determine any salary increase is published on the ACC Intranet site. The following principles apply:

- If you were appointed to your current position, and / or received a salary increase, on or after 1st April, you do not receive a salary increase. However, your salary will be at least 85% of the new range from 1st July.
- ACC is committed to rewarding for higher performance and to moving competent experienced and performing staff through their salary ranges as quickly as possible.

Following the annual performance review you will be advised in writing of the salary you will receive for the next twelve months, your remuneration range and your position in that range.

28.3 Annual Remuneration Meeting

Prior to the annual salary review process, ACC and the PSA will meet to discuss the annual market survey data. ACC will also engage with the PSA in relation to a recommendation to be made to the Chief Executive in relation to the quantum of performance based pay increases.

In the event that the parties are unable to agree on a recommendation, the PSA may make a submission in writing to the Chief Executive, who will in consultation with the Board, make the final decision.

In the event that the Chief Executive does not accept the recommendation made by the PSA, an explanation of the reasons will be provided.