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1.0 PARTIES AND APPLICATION

This individual employment agreement is made pursuant to Part Six of the Employment Relations Act 2000, and is binding on the Accident Compensation Corporation (herein after referred to as either ACC or the Corporation) and you.

This agreement, including its schedules, together with your letter of offer, comprise your complete terms and conditions and supercede any previous offers or representations, whether verbal or in writing.

This agreement replaces any previous agreement or understanding relating to your employment with ACC. No prior or concurrent term, representation, undertaking or statement by ACC or any of its officers, employees or agents not expressly included in this document or your letter of offer will be binding on ACC.

By signing, you accept and agree that this agreement, appendices and letter of offer record in their entirety the terms and conditions of your employment with ACC. All previous terms and conditions, agreements, and letters of offer will cease to apply with immediate effect upon your acceptance of this agreement.

The provisions of this agreement shall remain in force until renegotiated or terminated pursuant to any provision of this agreement.

Your employment with ACC commences on the commencement date specified in your letter of offer or as agreed between the parties and will continue until terminated in accordance with the terms of this agreement.

2.0 ACC OBLIGATIONS

2.1 ACC's general responsibilities as an employer are to:

- (a) Provide you with reasonable working conditions and resources to enable you to carry out your duties properly;
- (b) Maintain an employment relationship based on mutual trust and confidence and act as a good employer in all dealings with you. For the purposes of this agreement, a good employer is one who treats you fairly and properly in all aspects of your employment;
- (c) Endeavour to provide a positive, safe, congenial and comfortable working environment with an inclusive, respectful, and responsive organisational culture;
- (d) Provide such training and instruction, including reasonable access to training and career development, resources and information as may be necessary to enable you to perform your duties under this agreement safely, efficiently and effectively.

3.0 EMPLOYEE OBLIGATIONS

3.1 In discharging your duties and exercising your powers you are required to:

- (a) Meet the obligations generally expected and highlighted in the ACC Code of Conduct;
- (b) Devote your whole time and attention during normal working hours exclusively to the duties and functions assigned to you;
- (c) Ensure you maintain and strengthen your individual capabilities and knowledge;
- (d) Observe and comply with all reasonable and lawful directions given to you from time to time by your Manager;
- (e) Carry out your duties faithfully and with all reasonable skill and diligence, to the best of your ability at all times;
- (f) Carry out such other duties as are reasonably within your capabilities and experience as you may from time to time be assigned;
- (g) Ensure that all functions, duties and powers delegated to you or imposed or conferred by any statute, regulation or determination by ACC are properly performed or exercised;
- (h) Use your best endeavours to achieve the performance objectives which are set for you, and to report as required on the performance of your duties;
- (i) Ensure the effective, efficient and economic management of the activities of ACC in accordance with the operating principles, policies, goals and determinations of ACC;
- (j) Promote the good name of ACC in all dealings with customers, clients and other persons with whom you will come into contact during the course of your employment.

3.2 You must avoid

- a) Any unreasonable actions whereby the goodwill and reputation of ACC may be prejudicially affected;

- b) Entering into any commitment or incurring any obligation on behalf of ACC in excess of such authority as may from time to time be granted to you by your Manager.

4.0 POSITION

Your position and duties are set out in the Position Description provided with your letter of offer.

Your duties may be varied by ACC from time to time in order to meet its changing needs. ACC may also require you to change to other positions within ACC's operations, provided that you have the capability to perform the new position and your remuneration is no less favourable.

5.0 HOURS OF WORK

5.1 Standard Hours

The standard hours of work for a full time equivalent employee are 80 hours per fortnight, worked between 8.00 am and 6.00 pm Monday – Friday, or between the hours of 7.00 am and 7.00 pm Monday – Friday for employees based in the BUSINESS/INQUIRY SERVICE CENTRE, however from time to time you may be required to work outside these hours in order to complete the requirements of your job.

Your manager will consult with you in relation to the actual hours that you work and will set these hours taking into account your personal and lifestyle commitments, and ACC's business needs. You agree that you will work reasonable additional hours from time to time, in line with ACC's Hours of work and overtime policy, to ensure that the duties and responsibilities of the job are carried out.

All other provisions relating to hours of work are detailed in the Hours of work and overtime policy, available on the Intranet.

6.0 REMUNERATION

Your remuneration is set in accordance with the job band for your position. Your remuneration package is set out in Schedule 1.

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

Your individual remuneration will be reviewed at least annually in accordance with ACC's remuneration policy and guidelines. ACC is under no obligation to increase your level of remuneration. Your individual remuneration will not be reduced as part of this process.

6.1 Superannuation Savings Allowance

ACC will provide a Superannuation Savings Allowance (SSA) of 9.0% (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 (Policy).

The SSA will be paid in addition to Fixed Remuneration, and will be applied by ACC to a superannuation scheme or KiwiSaver, on behalf of the employee, in accordance with the Policy.

The SSA will be used in the first instance to fund any existing or required employer contributions to a superannuation scheme or KiwiSaver, provided that where the existing or required contribution rate is less than 9.0%, the balance will be paid as an additional employer contribution.

The SSA 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, plus an additional employer contribution to a total maximum employer contribution of 9.0%.

This provision is instead of, and not in addition to any obligations ACC may have to contribute to a superannuation scheme or KiwiSaver as provided by the KiwiSaver Act 2006 or any other contract, deed, enactment or arrangement.

For the avoidance of doubt, eligible employees can not take the SSA as cash or any other form of payment.

6.2 Eligibility for Superannuation Savings Allowance

The eligibility rules for the SSA are as set out in the 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.

6.3 Performance Review

Your performance will be assessed and reviewed annually in accordance with ACC's Remuneration and Performance Policy. The outcome of this assessment will inform decisions relating to your remuneration.

Further Details of ACC's Remuneration and Performance Policy are set out on the Intranet.

7.0 SALARIES AND DEDUCTIONS

The base salary component of the remuneration payable will be paid fortnightly in arrears, by direct credit to your nominated bank account. ACC may make deductions from your remuneration:

- for the purposes of PAYE;
- in accordance with the Wages Protection Act 1983; and/or
- at your written request.

You agree that ACC may make deductions from your remuneration to recover any overpayments, or any money that you owe to ACC for any reason. In the event of an overpayment of the remuneration payable ACC may recover the amount of overpayment provided that you are given written notification of:

- the intention to recover an overpayment;
- the amount to be recovered and timeframe for recovery;
- an explanation of the reasons for the overpayment.

8.0 LEAVE ENTITLEMENTS

8.1 Annual Leave

All permanent employees will have an annual entitlement of four weeks annual leave per annum for the first five years of service, increasing to five weeks in the sixth and subsequent years. Permanent employees working in the Sensitive Claims Unit are entitled to five weeks annual leave per annum while working in the unit but will revert to standard leave entitlements upon transfer to another part of the business

The facility to agree salary sacrifice for additional annual leave (i.e. annual leave that is additional to the statutory minimum entitlement to leave of four weeks per annum) will be provided for and applied by agreement between your manager and you. Where a salary sacrifice for additional annual leave is agreed the value of that additional leave will be regarded as a benefit which will be deducted from base salary, and form part of Fixed Remuneration.

Annual holidays will be allowed, and payments calculated, in accordance with the Holidays Act 2003 and any subsequent amendments. This leave entitlement is inclusive of, and not in addition to, the annual leave entitlement specified in the Holidays Act 2003.

Where your office is closed for the days between Christmas and New Year, you will be required to take those days as annual leave. Should you not have any leave available, those days shall be either anticipated annual leave or leave without pay.

8.2 Sick Leave

The purpose of sick leave is to provide reasonable support where by reason of illness you are prevented from attending work. Sick leave is to be administered fairly by management and utilised responsibly by you.

Sick leave is managed in accordance with ACC's Sick leave policy, published on the Intranet.

8.2.1 Paid Sick Leave Entitlements

You will receive five days paid sick leave entitlement for your first 12 months permanent, continuous service with ACC.

After 12 months service with ACC you will receive ten days' paid sick leave per year. Unused sick leave will be carried forward and accumulated to a maximum of 60 days.

8.2.2 Medical Incapacity

If you have been absent from work due to illness either on an intermittent or ongoing basis, and the medical prognosis is such that you are unlikely to return to your normal duties and hours of work within a reasonable period, termination of your employment on the grounds of incapacity may be considered, in accordance with the provisions of the Sick leave policy.

8.2.3 Medical retirement

ACC may at its discretion make a medical retirement payment to an employee in accordance with the provisions contained within the Sick Leave Policy.

8.2.4 Other leave

All leave entitlements other than those set out within Clause 8 of this Agreement are set out in the HR Policies published on the ACC Intranet site.

9.0 GENERAL TERMS AND CONDITIONS

9.1 General Terms and Conditions

The HR Policies published on the ACC Intranet detail the way in which ACC administers the leave entitlements and general terms and conditions of employment set out in this agreement. In addition, it provides information on the general policies, procedures and guidelines under which ACC recruits and manages its staff.

The minimum standards of integrity and conduct that apply to all employees of ACC are set out in the Code of Conduct, copies can be found on ACC's intranet. The standards of behaviour and practices outlined in the Code of Conduct must be adhered to at all times.

From time to time the Code of Conduct and or policies will be reviewed and amended on reasonable notice to you. You are responsible for ensuring that you are familiar with these and comply with them. Any subsequent amendments to the Code will apply to you.

9.2 Workplace Health and Safety

ACC is committed to, and requires your commitment to, a high standard of health, safety and security in the workplace for all employees and visitors to ACC's offices. It is the responsibility of both ACC and you to ensure that there is a mutual commitment to the obligations for health and safety in the workplace under the Health and Safety in Employment Act 1992, regulations, and codes of practice.

You are required to comply with ACC's health and safety rules and procedures, and in particular to take all practicable steps to ensure your own fitness for work and safety and the safety of others in the place of work. You are required to ensure you maintain your ability to perform your duties safely and effectively. You must advise ACC of any medical condition (including stress-related symptoms), injury or illness you may have which may impact on your ability to perform your duties safely and effectively.

We are committed to providing a healthy and safe working environment. . If we are concerned that you may not be fit to attend work or carry out your duties we may direct you to leave work and/or provide us with a medical certificate confirming your fitness to work.

The promotion of good health and the use of appropriate safety measures to prevent illness and injury at work are a major objective, and ACC are committed to working with all employees to promote practices that meet this objective. To achieve this, the following principles apply:

- All employees should be adequately protected from any health and safety hazards arising in the workplace.
- You are encouraged to actively participate in and contribute to the continuous improvement of safety and wellbeing in the workplace through Safety and Wellbeing Committees at the local and national level. Details of the opportunities to take part are published on ACC's intranet.
- ACC encourages a workplace free of discrimination, harassment and injury and has in place effective policies published on ACC's intranet.
- An Employee Assistance Programme operates throughout ACC and is available to you. The details are available on ACC's intranet.
- ACC is committed to the principles of Case Management which aim to ensure any injured or ill employee is actively engaged in a rehabilitation process that results in an early, safe and lasting return to work or capacity to work.
- Any ACC claim by you shall be managed in a manner that protects privacy as far as possible.

9.3 Potential Conflict of Interest

Your employment with ACC places you in a position where involvement in other activities, including other forms of employment, may present a conflict with the interests of ACC or any subsidiary of ACC.

Prior to employment you shall disclose to ACC your involvement with any other organisation which has health/injury/compensation interests and any other employment or activities undertaken on your own account which may conflict with the interests of ACC or any subsidiary of ACC.

During your employment, should you wish to become involved with any other organisation which has health/injury/compensation interests or engage in other employment or activity which may conflict with the interests of ACC or any subsidiary of ACC during your employment you must notify ACC.

Should ACC consider that any activity is in actual conflict or has the potential to be in conflict with your employment this will be discussed with you. Should this not be able to be resolved ACC reserves the right to terminate your employment in accordance with Clause 12.1 on the grounds of actual or potential conflict of interest.

You are not to attempt to encourage or persuade any client, supplier and/or customer of ACC to terminate their relationship with the Corporation or any subsidiary of the Corporation.

9.4 Work to be Property of the Employer

All documents, reports, plans, data and investigation information drawn or obtained or prepared by you while carrying out the services pursuant to this agreement shall be and remain the property of ACC and shall be available to your Manager at any time upon request and ACC shall hold the copyright for any work produced by you. The obligations set out in this clause shall continue to be enforceable by ACC after the expiry of this agreement.

9.5 Confidentiality

You will have access to information or material, which is confidential to ACC, its associates, agents, customers and clients. Such confidential information is not to be disclosed to or discussed with other people, either inside or outside ACC without the specific approval of your Manager. "Information" in this context includes computer programmes and systems, documentation, data and correspondence, both internal and external.

Such is the importance of confidentiality of information, that any breach of confidentiality may provide grounds for the termination of your employment and/or legal action. In recognition of this, you are required to read, understand and follow all ACC policies and procedures in respect of confidentiality, and the management of privacy and information security.

Your obligation of confidentiality continues after the expiry of this agreement.

9.6 Indemnity by ACC

ACC agrees to indemnify you against any claim or legal proceeding brought by a third party against you personally in connection with the performance of your duties provided that you have not acted with wilful or gross negligence (if so established), and provided further that nothing shall prevent ACC taking appropriate disciplinary action against you, if the situation warrants this.

10.0 TERMINATION OF EMPLOYMENT

10.1 Termination of Employment

Your employment may be terminated by either party giving four weeks' written notice.

Where notice of termination has been given, ACC may, at its option, pay you in lieu of some or all of the notice period. Alternatively, ACC may require you not to attend work during that time, or require you to work from home, or vary your duties.

If you leave your employment without giving the required period of notice, you will forfeit or pay to ACC an amount equivalent to your salary for the balance of the period due unless agreed otherwise.

Where you are dismissed for serious misconduct or where you have acted in a manner inconsistent with your obligations of trust and confidence, ACC is not required to provide you with any notice, and may terminate your employment summarily.

On the termination of this agreement for whatever reason, ACC shall be entitled to deduct from your final pay any monies owing to ACC by you, which may include but is not limited to salary advances received, overpayments, or any personal expenses incurred.

10.2 Return of Property

Upon the termination of your employment and prior to your final salary payment being made, you must return to ACC:

- all documents, letters, papers, business cards and other material of any description (including computerised and electronic files) within your possession or control that relate to the affairs and operations of ACC or its customers/clients; and
- all equipment or other property of ACC, including (but not limited to) vehicles, keys, credit cards, computer equipment, mobile phones, and any stock or goods.

If any equipment or other property of ACC is not returned or is returned in a damaged condition, ACC may withhold or make a deduction from your final pay for the cost of repair or replacement of that equipment or property.

10.3 Abandonment

Where you are absent from work for a continuous period in excess of three consecutive working days without notification and good cause, you shall be deemed to have terminated your employment. Prior to termination, ACC will make every reasonable effort to contact you, including sending a letter to your last known address outlining your obligations.

10.4 Suspension

Where ACC considers it necessary for the protection of its operational and business interests, it may require you to undertake reduced or alternative duties consistent with your abilities or remain away from work, on pay, while it conducts an investigation into your conduct as an employee or your performance. Where any suspension extends beyond four weeks due to matters beyond ACC's control (such as a police investigation into your conduct or your refusal or inability to participate in a disciplinary investigation) the suspension may continue without pay.

10.5 Employee Protection Provision

10.5.1 Process

Where part or all of ACC's business is to be sold, transferred, or contracted out to another person or entity ("new employer") and, as a result, the work previously performed by you (or substantially similar work) is instead to be performed by employee(s) of the new employer, in the course of negotiations with the new employer ACC will

- address matters regarding the likely impact of this event upon you, including whether it is possible to transfer you to the new employer; and if so,
- discuss with the new employer whether any such transfer will be offered to you on the same terms and conditions of employment.

10.5.2 Matters to be negotiated

The process for discussing and negotiating these matters will include a meeting between ACC and the new employer. Such a meeting will occur during the restructure negotiations, prior to any decisions being made. As part of the process, affected employees and their unions will be advised of such a meeting within a reasonable time frame prior to the meeting taking place. At this time, information regarding the attendees, agenda and the method the parties anticipate using to reach an agreement will be made available to the affected employees and their union. Following the meeting, ACC will report back to the affected employees and their union, sharing the outcome of the meeting that relates to the affected employees. Throughout this process, ACC will endeavour to comply with their statutory obligations of good faith and consultation.

10.5.3 Entitlements of Transferring Employees

If the business is sold, transferred, or contracted, the following provisions will apply:

- a) regardless of the terms offered, where you accept a transfer to the new employer, no notice of termination for redundancy or redundancy compensation will be payable;
- b) where you are not offered a transfer to the new employer on similar terms and conditions of employment (unless clause 10.5.3(a) above applies), you will be considered redundant and the redundancy provisions in clause 11 below will apply; or
- c) where you are offered a transfer to the new employer on similar terms and conditions of employment but elect not to accept that offer, no notice of termination for redundancy or redundancy compensation will be payable.

10.5.4 Non Transferring Employees

If you will not be transferring to the new employer, ACC will follow a process with you, to determine what entitlements are available to you, if any, including meeting with you if that can be arranged, prior to any decisions being made. You agree that ACC will not be obliged to provide you with notice of termination, or related compensation unless otherwise provided for by this agreement.

11.0 RESTRUCTURING AND REDUNDANCY

11.1 Change

The process of change is ongoing and supports ACC's aim to continuously improve efficiency and business processes to achieve value for money for all stakeholders.

Your participation is essential to the success of continuous improvement and consultation is an important part of that process. When considering changes that may affect you ACC will consult with you before any changes are implemented.

11.2 Redundancy

ACC may make you redundant during the term of this agreement when your employment is terminated because the position occupied, and the services provided are or will become, surplus to the needs of ACC.

A redundancy will only occur when your employment is terminated because the position occupied, and the services provided, by you will become, superfluous to the needs of ACC.

ACC's HR Policies published on the ACC Intranet provide information on the general policy, procedures and guidelines under which ACC manages a situation of redundancy. Any compensatory payment, however, shall be as provided within this agreement.

11.3 Other Options

In the first instance ACC will make every reasonable effort to retain your services. Options available will include redeployment, retraining, relocation or reduced hours. If your position is disestablished as a consequence of reorganisation, 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.

If you do not accept redeployment to a suitable alternative position no redundancy compensation will be payable.

If you accept a transfer to a position in which a lower rate of pay is payable, you shall retain your 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.

11.4 Notification

If you are declared redundant you will be given notice in accordance with clause 10.1 above.

11.5 Redundancy Payment

In the event that your employment is terminated by reason of redundancy, and you are not offered a suitable alternative role, or otherwise accept ongoing employment, you will be entitled to redundancy compensation. The redundancy compensation will be three months' pay at the rate of your current Fixed Remuneration.

Note: The total amount paid to you under any provisions will not exceed \$43,260.

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

11.6 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 owing as at the date of termination which has not previously been taken or forfeited; and
- the remuneration payable up to the date of termination.

12.0 DISPUTES AND GRIEVANCE PROCEDURES

ACC is mindful of your needs, particularly when a work-related problem results in dissatisfaction for you and a disturbance in your relationship with ACC.

Good communication with your manager 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, attached to this agreement as Appendix A and available on the ACC Intranet, to make sure that issues are promptly resolved. This includes an explanation of the Personal Grievance Process that is a guide to services available for resolving employment relationship problems.

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.

13.0 SIGNATORY PARTIES

Signed for and on behalf of ACC:

Signed by:

Manager's Name
Designation

Employee's Name

Dated:

Dated:

14.0 SCHEDULE ONE

Employer Investment Statement

This Schedule sets out the composition of your Employer Investment package which will take effect from Employee Start Date

Employer Investment Package

Full-time Equivalent Base Salary (gross) \$[Base Salary]

The following shall comprise all the compensation benefits to which you are entitled:

e.g. Car park \$0.00

Equals Full-time Equivalent Fixed remuneration (gross) ***\$[Base Salary]***

Plus Superannuation Savings Allowance of Base Salary \$0.00

Employer Investment (Full time equivalent) (gross) ***\$[Total]***

“**Fixed Remuneration**” is the value of the Base Salary paid to you together with the cost of any contractual benefits, such as a car or car park.

“**Employer Investment**” represents the overall cost of your remuneration package including both Fixed Remuneration plus the value of the Superannuation Savings Allowance.

15.0 SCHEDULE TWO

Declaration and acceptance of offer

I, _____ acknowledge that:

- (a) I have read, understood and accept the provisions of this agreement.
- (b) All representations, whether oral or in writing, made by me when applying for this position about my qualifications and experience are true and correct.
- (c) I have not deliberately failed to disclose any matter which may have materially influenced ACC's decision to employ me.
- (d) I understand that I may be dismissed from my employment if I have provided any incorrect, misleading or incomplete information.
- (e) I have been advised to seek independent advice about the terms of this offer and I have had sufficient time to do so. In accepting this offer I have not relied on the advice of ACC or any of its representatives about what these terms mean.

For: [Employee First Name] [Employee Surname]

Effective Date: [Employee Start Date]

Signed:

Signature of employee

Employee Number

Date

For ACC:

Signed: _____ **Date** _____

[Signing Manager Name]
[Signing Manager Title]

APPENDIX A

The Employment Relationship Problem Resolution Process In ACC

An employment relationship problem is a problem between you and your manager or between you and another ACC employee or between you and ACC. It includes a personal grievance, dispute or other problem relating to or arising out of your employment relationship.

An employment relationship problem does not include any problem concerning the setting of terms and conditions of your employment. Nor does it include an issue you may have with the tasks, responsibilities and functions of your position or with your manager expecting you to achieve these duties.

Listed below are examples of employment relationship problems:

- You think you have been treated unfairly;
- A breach of your employment agreement;
- A personal grievance;
- A dispute over the interpretation, application or operation of your employment agreement;
- A question about whether you are an employee or an independent contractor;
- A disagreement about arrears of wages or holiday pay etc;
- Your not being allowed to attend union meetings or take employment related education leave; or
- You get a warning, or are dismissed.

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; or
- You have been pressured in your job because of your membership or non-membership of a union or employees' organisation.

A personal grievance must be raised with your Manager within 90 days of the event, ie. when the facts that give rise to the grievance occur or when they come to your attention. A personal grievance can only be raised outside this time frame with the agreement of ACC or in exceptional circumstances.

Step 1 Clarify the problem

If you believe there may be a problem in the employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.

You might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so you should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to the Employer. For example, you could seek information from:

- Friends and family
- The Ministry of Business, Innovation and Employment on 0800 20 90 20 or on its website at www.dol.govt.nz/er/solvingproblems/index.asp
- Pamphlets/fact sheets from the Ministry of Business, Innovation and Employment
- Your union (if they are a union member), a lawyer, a community law centre or an employment relations consultant.
-

Step 2 Discuss the problem

If you believe there is a problem, raise it as soon as possible. This can be done in writing or verbally. Provided you feel comfortable doing so, you should ordinarily raise the problem with your direct manager. If this is not possible, you may raise the problem with their manager, or another appropriate manager.

A meeting will usually then be arranged where the problem can be discussed between appropriate parties. You are entitled to being a representative or support person with you to the meeting if you wish.

When raising a problem for discussion it is helpful if you can do so in writing and outline solutions that you consider may resolve it.

The parties will then try to establish the facts of the problem and discuss possible solutions. This is likely to include an exchange of views about the nature of the problem and possible solutions.

Your manager (or other appropriate manager) may wish to seek advice or consider further information to assist them in addressing your problem. They may seek assistance or information from People Services, their own manager, a specialist (if applicable), or another person involved in the problem. They may also wish to gather information including documentation to understand the issue you have raised. It may be that discussions take place over more than one meeting if progress is being made.

The manager may refer the problem on to a more senior manager or People Services if they believe someone more independent would be better placed to resolve it.

If you agree to a solution it is helpful if this is documented so this can be referred back to if required. If you are satisfied with the solution this is the end of the process.

Step 2a Investigation of the problem

Depending on the nature of the problem, it may be appropriate for an investigation to be conducted into the issues you have raised. An investigation is likely to be appropriate in the following circumstances:

- You raise an allegation against a colleague or manager which is of a disciplinary nature
- There is some evidence that can be referred to, to support the allegation you have made.

An investigation will not normally be appropriate if the problem you raised relates to a decision ACC made to issue a warning or to dismiss.

The Next Steps

If we are not able to resolve the problem through the steps above, a number of options exist:

- Either party can contact the Ministry of Business, Innovation and Employment, who can provide information and/or refer the parties to mediation.
- Depending on the nature of the problem, the issues involved may also be ones that the Labour Inspectors employed by the Ministry of Business, Innovation and Employment can assist with, i.e. minimum statutory entitlements such as holiday, leave or wages provision.
- Either party can take part in mediation provided by the Ministry of Business, Innovation and Employment (or the parties can agree to get an independent mediator).
- If the parties reach agreement, a mediator provided by the Ministry of Business, Innovation and Employment can sign the agreed settlement, which will then be binding on the parties.
- The parties can both agree to have the mediator provided by the Ministry of Business, Innovation and Employment decide the problem, in which case that decision will be binding;
- If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation.
- The Employment Relations Authority can direct the parties to mediation, or can investigate the problem and issue a determination.
- If one or other of the parties is not happy with the Employment Relations Authority's determination, they can refer the problem to the Employment Court.
- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal and to the Supreme Court.