

SCHEDULE C

1 September 2011

Reporting / Accountability / Employment Protocol for:

- The Selection process for the proposed Regional Manager, Wellington CDEM position, and
- The future Reporting Lines and Management of the CDEM Group

Between the Coordinating Executive Group (CEG)

And the Greater Wellington Regional Council (Greater Wellington)

Background

The report titled "CDEM Structure for the Wellington Region" made the following recommendations (clauses 52.1 to 52.4) for consultation with potentially affected staff:

- 52.1 *"That the CDEM structure in the Wellington Region be reorganised so that all staff are employed by one organisation and report to the proposed position of Wellington Regional CDEM Manager/Group Controller.*
- 52.2 *That the proposed position of Wellington Regional CDEM Manager/Group Controller (and the proposed regional CDEM organisation) report and be accountable to the Chair of the CEG through the CEG Subcommittee (and not to the Chief Executive of the employing organisation).*
- 52.3 *That the Greater Wellington Regional Council be the employer of the proposed position of Wellington Regional CDEM Manager/Group Controller (and the proposed regional CDEM organisation).*
- 52.4 *That the Joint Committee note that a protocol will be developed for approval by the CEG that provides for the proposed position of Wellington Regional CDEM Manager/Group Controller (and the proposed regional CDEM organisation) to report and be accountable to the Chair of the CEG and that also recognises the GWRC Chief Executive's legal responsibilities as employer."*

These recommendations have been adopted by the Joint Committee.

Subject to consultation with the CEG, this paper sets out a draft protocol for how the Regional Manager, Wellington CDEM would report operationally to the Chair of the CEG, and to Greater Wellington as their legal employer.

A draft job description has been created, setting out the Regional Manager's accountabilities. The draft job description is subject to review through the consultation process and from time to time during the employment relationship. The current draft job description is annexure 1 to this protocol.

Overview - purpose

It is proposed that Greater Wellington is to be the legal employer of the Regional Manager, Wellington CDEM, and through the Regional Manager, Wellington CDEM of the other CDEM employees but that the Operational responsibility for the day to day management of

the Regional Manager is to be the responsibility of the Chair of the CEG. The Regional Manager, Wellington CDEM would be responsible for the CDEM staff through whatever future reporting structures would be determined,

The purpose of this protocol is to clarify how the operational responsibilities of the CEG will interact with the legal responsibilities of Greater Wellington as the employer. It is also intended that it give clarity and delineation to the respective responsibilities of the CEG and of the CE Greater Wellington. It is also designed to align with the resolutions of the CEG with respect to how such an arrangement was expected to work.

CEG's Responsibilities

a) Recruitment and Selection for the Regional Manager, Wellington CDEM. position

The CEG has been delegated authority from the CDEM Group, to manage the selection process and to make the appointment of the Regional Manager, Wellington CDEM. (Refer to clause 52.5 of the Report).

The process for future appointments into the position of Regional Manager will be defined by the Group Joint Committee at that time.

Operational Responsibilities of the Chair of the CEG

Reporting Arrangements

The position of Wellington Regional CDEM Manager/Group Controller (and the proposed Regional CDEM organisation) will operationally report and be accountable to the Chair of the CEG.

As a result of that joint recommendation the following operational matters will be the responsibility of the Chair of the CEG as outlined under a- d below.

a) Performance Management

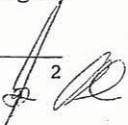
The Chair of the CEG will be responsible for;

- Setting the annual performance objectives for the Regional Manager, Wellington CDEM in consultation with Greater Wellington CE.
- Ongoing monitoring of the delivery of Regional Manager, Wellington CDEM performance objectives, providing them with regular feedback, coaching and direction with respect to their performance objectives.
- Reviewing their overall performance at the end of the performance management year and making an assessment of their performance in accordance with Greater Wellington's performance management system.

The Regional Manager would be responsible for setting the performance of objectives of their direct reports and reviewing them (in discussion with the Chair of the CEG).

b) Remuneration

The Chair of the CEG will set the initial remuneration for the Regional Manager, Wellington CDEM in consultation and agreement with CEG and Greater Wellington


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(for increases to remuneration following performance or salary reviews refer to (d) below on page 4).

c) *Resource Management*

Having considered the advice of the Regional Manager Wellington CDEM, the Chair of the CEG will provide advice to the CEG on the allocation of CDEM resources to ensure that objectives are met.

The Chair of the CEG will monitor the financial performance of the Regional Manager Wellington CDEM to ensure the service is operating within their financial parameters and ensure that this is reported to the CEG.

d) *Leave Management*

The Chair of the CEG will approve any leave to be taken by the Regional Manager, Wellington CDEM

Employment Responsibilities – of Greater Wellington

The employment responsibilities of Greater Wellington are detailed below:

a) *Employment Agreement*

In accordance with the requirements of the Employment Relations Act 2000, the Regional Manager, Wellington CDEM and regional CDEM staff will be employed on the terms and conditions of employment offered to Greater Wellington staff where appropriate in accordance with any applicable collective employment agreement, with other terms (such as remuneration) to be set out in the letter of offer. These agreements will be consistent with this protocol in all respects, and confirm that the Regional Manager, Wellington CDEM reports to the Chair of the CEG.

As a condition of employment, the Regional Manager, Wellington CDEM and regional CDEM staff will be required to sign and abide by the standards of behaviour and conduct as set out in Greater Wellington's Code of Conduct, as amended from time to time.

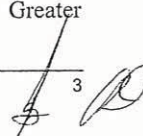
Copies of all contractual documentation will be filed in the employees' personnel files, which will be held by Greater Wellington.

b) *Staff Recruitment*

Once the new structure (including job descriptions and gradings) has been defined the Regional Manager will follow Greater Wellington procedures to appoint staff into the new positions and subsequent vacancies. Appointment decisions for direct reports to the Regional Manager must be agreed between the Regional Manager, CEG Chair and Greater Wellington.

c) *Performance Management*

The performance management of the Regional Manager, Wellington CDEM and regional staff will be established using Greater Wellington's performance management system. The setting of objectives, monitoring of performance and assessment of performance will be carried out in accordance with Greater Wellington's performance management system.



The Regional Manager, Wellington CDEM will have their performance objectives set by the Chair of the CEG. Greater Wellington Regional Council will contribute to the performance objectives by identifying any organisational requirements or behavioural competencies, as outlined in Greater Wellington Regional Council's performance management system.

The Regional Manager, Wellington CDEM will set the performance objectives of the regional CDEM staff. Greater Wellington will contribute to the performance objectives by identifying any organisational requirements or behavioural competencies, as outlined in Greater Wellington's performance management system.

A copy of all individual employees' performance objectives will be provided to Greater Wellington. A copy of the performance objectives and final assessment will be filed in the employees' personnel files. These files will be held by Greater Wellington.

Any privacy information requests from these individual employees shall be made to the Chair of the CEG or the Regional Manager, Wellington CDEM for referral to Greater Wellington.

d) Remuneration

The remuneration package for the Regional Manager, Wellington CDEM and regional CDEM staff will be set following consultation and agreement with the Chair of the CEG and the Greater Wellington Regional Council and reviewed annually in accordance with Greater Wellington's salary review process and performance management system and any increases will be made in accordance with those systems.

Any proposed increases in remuneration will be agreed between the Chair of the CEG and Greater Wellington. Where there is a disagreement between the Chair of the CEG and Greater Wellington in relation to remuneration the Chair of the CEG will refer the issue to the CEG for a final decision.

e) Disciplinary action

Should the Chair of the CEG encounter performance, misconduct or other employment relationship problems with respect to the Regional Manager, Wellington CDEM, they shall lodge a complaint with the Employer; Greater Wellington. Greater Wellington will conduct an investigation in accordance with Greater Wellington's policies and processes and take such action as may be required including disciplinary action where warranted

Any disciplinary action against any other employees will be undertaken by the Regional Manager, Wellington CDEM in consultation with Chair of the CEG and in accordance with Greater Wellington's contractual obligations, policies and procedures

f) Policies

The Regional Manager, Wellington CDEM and regional CDEM staff will abide by all applicable Greater Wellington's policies and procedures.

g) Health and Safety

The Regional Manager, Wellington CDEM and regional CDEM staff will be bound by Greater Wellington's health and safety policies and procedures, even when performing duties under the direction of the Chair of the CEG. These employees will be required to report any incidences to the Regional Manager, Wellington CDEM and Greater Wellington and ensure that all health and safety information is entered into Greater Wellington's SafeTsmart system.

If there are inconsistent instructions given to these employees, Greater Wellington's health and safety policies and systems will take precedence.

General Provisions

a) Grievance costs

The Chair of the CEG will make an assessment of the appropriate action to take in consultation with Greater Wellington. Where there is a disagreement between the Chair of the CEG and Greater Wellington, the Chair of the CEG will refer the issue to the CEG for a final decision.

Where the Regional Manager, Wellington CDEM or any regional CDEM staff member brings a personal grievance action against Greater Wellington as a result of an employment relationship problem, Greater Wellington and the Chair of the CEG will cooperate in all respects to resolve the personal grievance and Greater Wellington will provide the administrative support to defend or otherwise resolve the grievance.

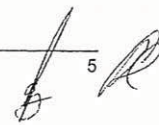
In the event that any funds are paid to the employee as a result of a confidential mediated settlement, or the employee is ultimately successful in obtaining remedies against Greater Wellington any damages awarded, wages paid, or costs incurred as a result of the grievance shall be paid through the CDEM budget.

b) Resolving Disputes over this Protocol itself

If any dispute arises between Greater Wellington and the Chair of the CEG or the CEG over the interpretation or application of this Protocol (including on the issue of whether a dispute exists), both parties shall in good faith attempt to resolve that dispute through direct discussions. In the event those do not resolve the dispute within 21 days, or such longer period as both parties agree, then the Chair of the CEG will refer the issue to the CEG for their view. Failing agreement with the CEGs view both parties shall within a further 21 days participate in mediation. The cost of such mediation shall be shared equally by the parties. The mediator shall be appointed by the agreement of both parties, and failing agreement, by the President of the New Zealand Law Society

c) Branding

The branding of clothing, vehicles, products and communications from the Regional Manager, Wellington CDEM and regional CDEM staff requires the prior agreement of the CEG and Greater Wellington.



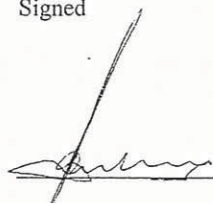
d) **Media Relationships**

Any correspondence with the media by these employees should be under the branding of the CDEM Group, not Greater Wellington. Any persons authorised to speak to the media on behalf of these staff must ensure that they are identified as representing the CDEM Group.

e) **Funding**

All remuneration, expenses, operating and budget costs and liabilities, including any subsequent redundancies for, or in relation to the Regional Manager, Wellington CDEM and regional CDEM staff shall be borne by all TAs and Greater Wellington in accordance with an agreed structure. Funding shall be reviewed regularly by the CEG and the Group Joint Committee as part of the LTP and Annual Plan Processes to ensure that there are sufficient funds for subsequent years.

Signed



Chief Executive

Greater Wellington Regional Council

Date: 2/9/11

Signed



Chair of Coordinating

Executive Group

Date: 2/9/11

SCHEDULE D

List of Recommendations related to the formation of WREMO, Approved by the Joint Committee on 23 March 2012

Item 5 Proposed structure for CDEM in the Wellington region: the case for network enabled Civil Defence

Bruce Pepperell, Regional Manager, Civil Defence Emergency Management gave a PowerPoint presentation.

Report 12.103

File:Z/01/04/19

Moved

(Mayor Rowan/ Mayor Mark)

That the Group:

1. *Receives the report.*

2. *Notes:*

a. *That this paper does not, in itself, meet all the requirements identified in the MCDEM Assessment (Reference B) but should provide the foundation from which the deficiencies may be addressed during phase three of the project (paragraph 3 c) and beyond; and,*

b. *That CEG has agreed in principle the following for final approval by the Joint Committee.*

3. *Approves:*

c. *The draft mission, vision and values recorded at Attachment 1;*

d. *The proposed Concept of Operations;*

e. *The delivery of readiness (and reduction) services through three functional groups and four designated areas as proposed in Attachment 2;*

f. *The delivery of response services, as required, through up to six EOCs plus a regional ECC as proposed in Attachment 3;*

g. *The proposed division of council assets to establish the new CDEM team. This will then allow detailed inventories to be established and values produced for transfer;*

- h. The majority of the team being "home based" at Hutt City and Wellington EMOs until the issue of an enhanced ECC is resolved;*
- i. The general approach for the development of an enhanced ECC outlined in this report and delegate this to the Regional Manager for management in conjunction with the Greater Wellington Regional Council;*
- j. The new organisation being formally titled the Wellington Region Emergency Management Office;*
- k. The branding concept proposed;*
- l. Costs for the new organisation from 1 Jul 13 being apportioned on a pro rata basis using population (based on the latest statistics contained in Council LTPs) with Greater Wellington being assessed as having the same population as Wellington City;*
- m. The implementation of specific regional CDEM infrastructure projects being subject to direct funding by the relevant Council(s);*
- n. That staff be informed of the outcomes above and that formal consultation proceeds to the final phase in accordance with the process outlined in paragraph 57 b;*
- o. Confirm that Rural Fire management be eventually restructured as an Enlarged Rural Fire District(s) in line with the National Rural Fire Service strategy, however in the meantime, Hutt Valley rural fire arrangements be managed by WREMO;*
- p. Direct the Regional Manager to prepare a draft general Agreement on the provision of joint CDEM services, for the approval of CEG; and,*
- q. Delegate the remaining details to the CEG for approval.*

The motion was **CARRIED**.